

HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY

FEBRUARY 22, 2022

5:30 P.M.

SARAH WINNEMUCCA CONFERENCE ROOM

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

HUMBOLDT GENERAL HOSPITAL
118 EAST HASKELL STREET
WINNEMUCCA, NEVADA 89445

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

MEETING DATE: Tuesday February 22, 2022
MEETING TIME: 5:30 pm
MEETING PLACE: Sarah Winnemucca Conference Room
Humboldt General Hospital
118 E Haskell St, Winnemucca, Nevada
PLACES POSTED: in Winnemucca, Nevada at:
Humboldt General Hospital, 118 E Haskell Street
Humboldt County Courthouse, 50 W Fifth Street
Winnemucca City Hall, 90 W Fourth Street
Humboldt County Library, 85 E Fifth Street
United States Post Office, 850 Hanson Street
www.hghospital.org https://notice.nv.gov
PERSON POSTING: Alicia Wogan

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

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

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

A. CALL TO ORDER

B. PUBLIC COMMENT

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

C. TRUSTEE COMMENT

(No action may be taken upon a matter raised under this section.)

D. MEDICAL STAFF-HOSPITAL DEPARTMENT REPORTS

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

1. Medical Staff report – Chief of Staff
2. Administration report
 - a) Urology update – Brian Washburn
 - b) CEO report – Robyn Dunckhorst
 - c) Financial update – Kim Plummer

E. CONSENT AGENDA

(The Board is expected to review, discuss and take action on this agenda item. The items may be approved in a single motion; however, upon Board member request, any consent item may be

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

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

1. Board meeting minutes for: November 16, 2021, December 28, 2021, and January 25, 2022. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Dominic DiPrinzio, DO, Active-Emergency Medicine; Raj Patel, MD, Active-Emergency Medicine; Joseph Drew, MD, Active-Urology; Brian Evans, MD, Consulting-Radiology; Gabriela Lavoy, APRN-CNP, Allied Health Professionals-Family Medicine; Shelbee Smolek, APRN-CNP, Allied Health Professionals-Sleep Medicine; Leon Jackson, MD, Active-Radiology; James Langevin, MD, Active-General Surgery; Katrinka Kip, MD, Consulting-Pediatric Cardiology; Joseph Ludwick, MD, Consulting-Pediatric Cardiology; Alban De Schutter, MD, Provisional-Cardiology; and, John Gull, DO, Provisional-Otolaryngology
2. Warrants disbursed - Monthly expenditures
3. Quality report summary

F. BUSINESS ITEMS-OTHER REPORTS

(The agenda items in this section are for discussion and for possible action. The action may consist of approval, disapproval, acceptance, rejection, authorization, adoption, recommendation, review, referral to staff, or any other action as appropriate. The items may be heard in any order and at any time unless a time is specified; two or more items may be combined for consideration; an item may be removed from the agenda; or, discussion relating to an item may be delayed at any time. The general public has the opportunity to comment after each item on the agenda on which action may be taken is discussed by the Board, but before the Board takes action on the item. Public comment is generally limited to three (3) minutes per person.)

1. Hospital District / request for authorization to proceed on behalf of the district with a small claims action before the appropriate court to have funds released to the district / Board
2. Hospital District / consideration of appointment of the chief of medical staff to serve on the district board of trustees as a voting member per NRS 450.640 / Board
3. Hospital District / proposals for board committees and committee appointments / Board
4. Hospital District / procedures and timelines for evaluation of Interim CEO performance and transition of the Interim CEO appointee to the permanent CEO position / Board
5. Hospital Administration / request for approval of employment contract for Stephen Perry, MD for hospitalist services / CEO-Administration
6. Hospital Administration / request for approval to purchase ultrasound equipment for the residency program / CEO-Administration
7. Hospital Administration / request for approval of cath lab plans and specifications and authorization to proceed with the project / CEO-Administration
8. Hospital Administration / request for approval of revised employment contract for Robert Johnson, PA / CEO-Administration
9. Hospital Administration / request for approval of revised contract for Northstar Imaging for radiology services / CEO-Administration

G. TRUSTEE COMMENTS-STAFF REPORTS

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

H. PUBLIC COMMENT

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

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

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

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Notice: Members of the public may make a public comment at the meeting without being physically present by: (i) emailing adminoffice@hghospital.org no later than 5:00 p.m. on the business day prior to the day of the meeting and messages received will be transcribed or printed for entry into the record and provided to the Board of Trustees for review; (ii) telephone dialing 1-646-749-3122 and using access code 368-086-437; or, (iii) entering the following link <https://global.gotomeeting.com/join/368086437> in a web browser.

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

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

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

Board of Trustees Meeting February 22, 2022



Humboldt General Hospital

EMS Department Update

- Staffing difficulties due to covid with our full-time staff. Casual call staff really stepped up and helped reduce overtime need.
- Worked with Lara Shea on an EMS standby request form (<https://www.hghospital.org/forms/ems-standby-request/>). All standby request will be routed through the online form for future requests.



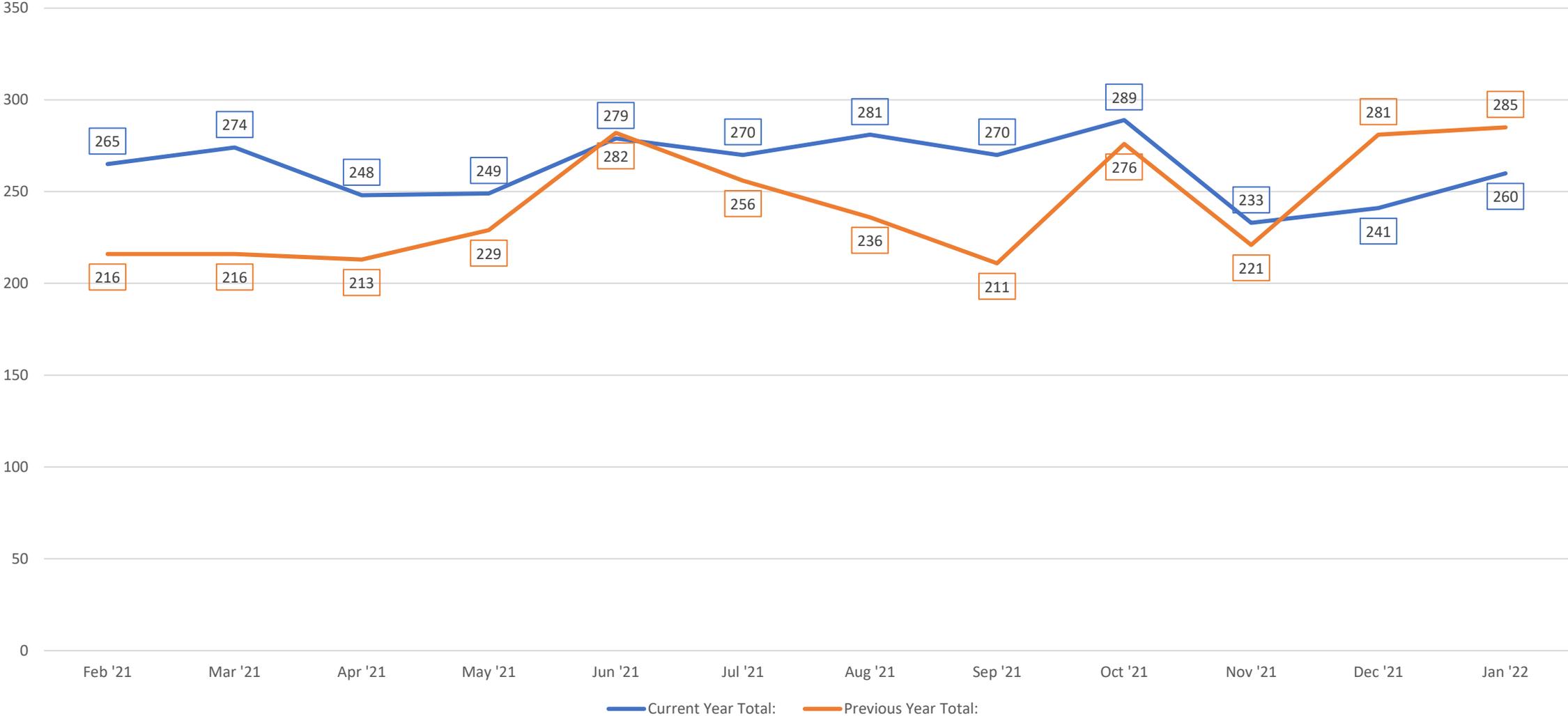
EMS Fleet Status—Command/Support Vehicles

Year	Make	Model	Current Mileage	Previous Mileage	Mileage Change	Operational Status
2009	Ford	Crown Vic	204,876	204,876	0	Fully operational
2016	Dodge	Durango	99,729	97,597	2,132	Fully operational
2010	Ford	Explorer	48,697	47,353	1,344	Fully operational
2015	Dodge	3500	36,737	36,737	0	Transmission Problems. Awaiting Parts for repair
				Total:	3,476	

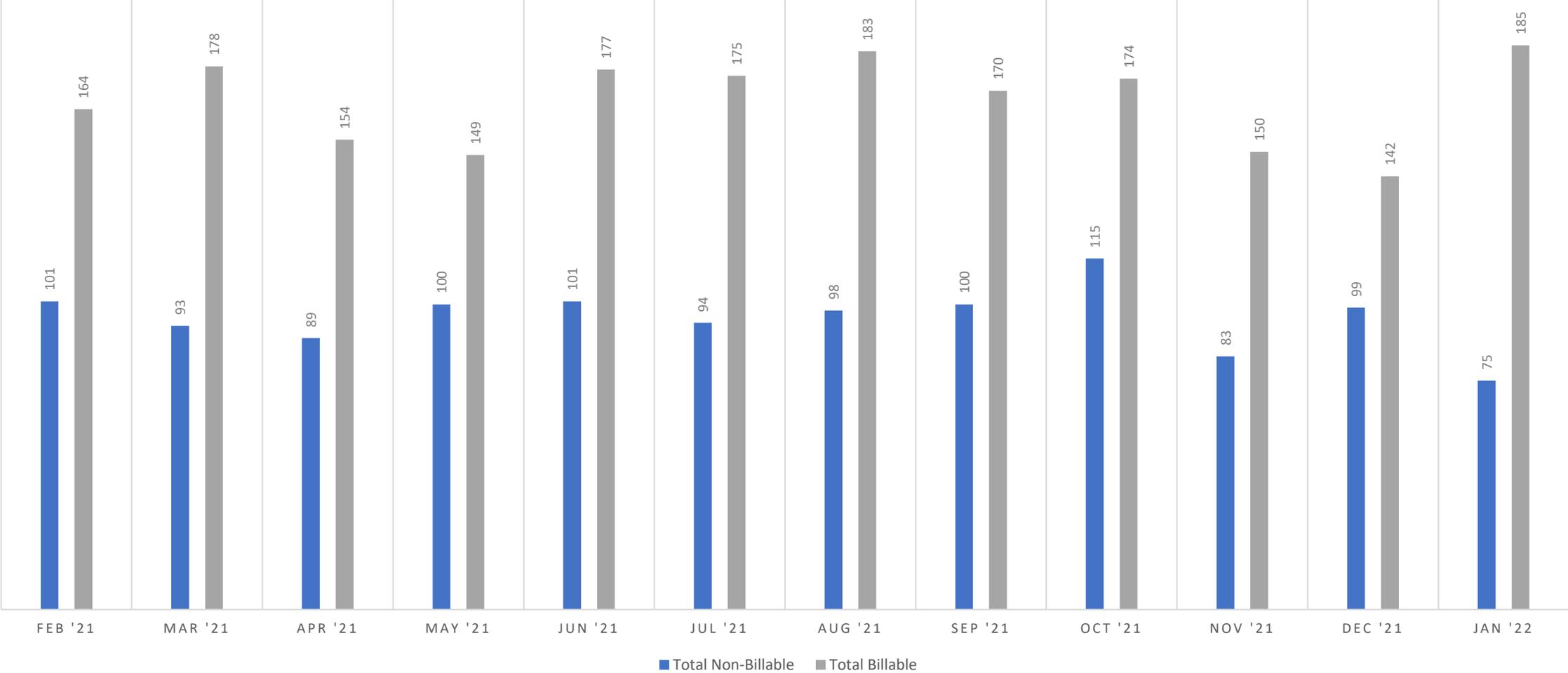
EMS Fleet Status—Ambulances/Rescue

Unit	Year	Make	Model	Current Mileage	Previous Mileage	Mileage Change	Designation/Use	Operational Status
M1	2018	Dodge	5500	69,846	67,760	2,086	Winnemucca Ambulance	O.O.S. 4x4 issues
M2	2018	Dodge	5500	69,509	69,251	258	Winnemucca Ambulance	Fully operational
M3	2017	Dodge	5500	99,916	98,518	1,398	Winnemucca Ambulance	Fully operational
M4	2015	Freightliner	Truck	441,409	437,774	3,635	Interfacility transfers	Fully Operational
M6	2001	Ford	F-350	228,271	228,271	0	Back-up/Stand-by's	Fully operational
RA11	2010	Spartan	Rescue	60,251	59,792	459	Rescue Ambulance	Fully operational
R12	2016	SVI	Rescue	6,588	6,538	50	Heavy Rescue	Fully operational
9802	2019	Ford	F-450	30,808	27,383	3,425	Orovada Ambulance	Fully operational
2636	2020	Ford	F-450	10,603	10,278	325	Winnemucca Ambulance	Fully operational
D6	1996	Ford	E-350	78,197	78,197	0	Stand-by's, off road calls, pulls UTV	Fully operational
						Total:	11,636	

TOTAL RUNS BY MONTH



NON-BILLABLE VS BILLABLE RUNS BY MONTH



Standby/Outreach Events

2 Events and 4 Appointments covered in the month of January

Standby events

- Outlaw Rodeo Broncs

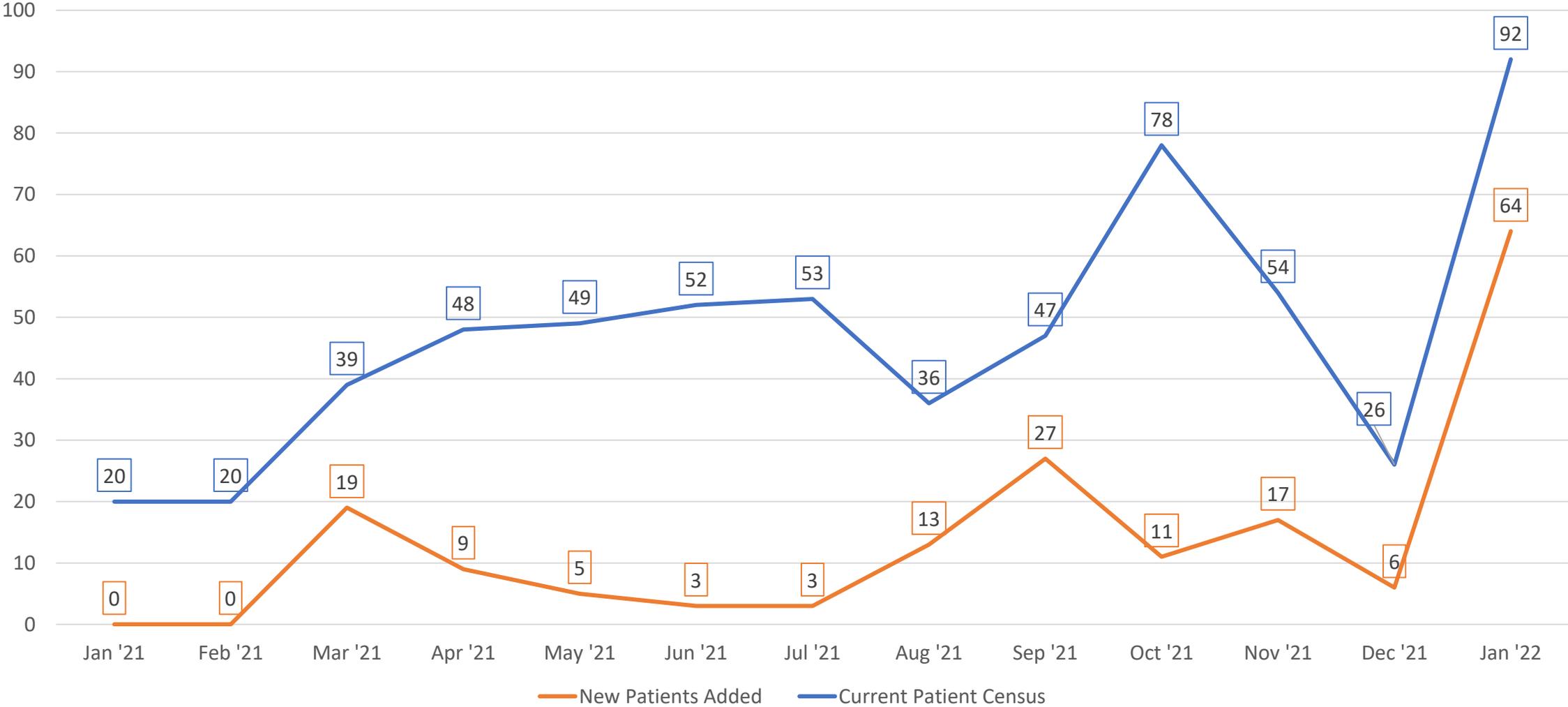
Outreach Events

- Senior Center BP Checks
- 4 - Car seat appointments

Standby's – A standby is added whenever EMS is asked to standby at an event with an ambulance to provide onsite medical coverage (Drag Races, Race-Track, Football, ...)

Community Outreach – A community outreach is an event that is designed to provide education to the community, showcase our equipment, demonstrate skills or abilities of our department , or is aimed at community engagement.

Community Paramedic Patient Volume



**HUMBOLDT GENERAL HOSPITAL
DISTRICT BOARD OF TRUSTEES
NOVEMBER 16, 2021 SPECIAL MEETING
MEETING VIA TELECONFERENCE—VIDEOCONFERENCE—IN-PERSON**

BOARD PRESENT:

Alicia Cramer, Chair
JoAnn Casalez, Member
Gene Hunt, Member
Ken Tipton, County Comm. Member
Lewis Trout, Member
Michelle Miller, Secretary

STAFF PRESENT:

Robyn Dunckhorst, Interim CEO
Kim Plummer, CFO (via phone)
Bertha Higbee, Interim CNO
Alicia Wogan, Executive Assistant
Angela Giese, Chief Human Resources Officer
Jackie Wilson, CIO
Andrew Loveless, EMS Director
Theresa Bell, Project Manager
Laura Shea, Marketing Director
Cody Bright, Pharmacy Director

ABSENT:

Kent Maher, Legal Counsel

MEDICAL STAFF PRESENT:

None

GUESTS:

Deborah Gay, Lindsey Jimenez, Jacey Jackson, Jill Stepper, Shelly Klidle, and Joan Hall (President and CEO of NRHP/LiCON).

CALL TO ORDER:

Board chair Cramer called the November 16, 2021, board meeting to order at 5:30 p.m.

PUBLIC COMMENT:

Deborah Gay said she feels the vaccine mandate is unconstitutional and employees should not be forced to take a vaccine.

Lindsey Jimenez questioned why the vaccine is being mandated and believes there are other options available.

Jacey Jackson said individuals have the right to determine what happens with their bodies and believes it is not okay for the government to tell people what they have to do.

Shelly Klidle questioned when it will be a requirement to be vaccinated before receiving services at the hospital. Klidle questioned if persons on Medicare and Medicaid will have to be vaccinated before receiving services.

Lewis Trout, American Legion Post #5, thanked the CEO for exploring the exemptions for the requirement for employees to have the vaccinations.

Interim CEO Dunckhorst advised they are working on a regeneration option, so patients do not have to go to the emergency room. They are also considering other treatment options; however, they will have to be vetted through the medical and legal professionals.

Jill Stepper questioned who makes decisions on the religious exemptions and said every person needs to fight for their rights.

BUSINESS ITEMS-OTHER REPORTS:

1. Trustee Education / presentation on “Hospital Governing Board responsibilities per CMS and NRS, to include risk management and ethical issues”/ NRHP-LiCON

NRHP-LiCON President-CEO Hall provided background and history of NRHP-LiCON. Hall presented information on: risk management issues; LiCON insurance program; incident reporting; loss prevention activities; D&O coverage, E&O coverage, and EPL coverage; duties and responsibilities of governing boards, including: commitment to both the hospital and community, establishing a mission statement, providing financial oversight, and supporting hospital policies; Nevada open meeting law; ethics; conflicts of interest; fiduciary duty; confidentiality; corporate compliance issues; and, fraud and abuse. There were questions and discussion on: insurance for the board; masks and mandates; surveys and complaints; travel expenses and alcohol; conflict disclosure statements; gratuities and gifts; and, litigation.

No action was taken.

2. Trustee Education / presentation on findings and “Roadmap to Superior Board Performance” / Ron Price-Price Associates

There was no presentation; Price was not available.

Trustee Comments:

Board member Trout thanked the kitchen staff and the Employees Committee for putting together the Veterans Day lunch and said it was well received, although some members did not attend due to not being able to socialize.

Board member Miller said Interim CEO Dunckhorst has been working on a couple of things to provide additional education on other treatment options for Covid. It is hoped that the concerns of community members can be addressed.

Board member Casalez thanked Dunckhorst for the work on the vaccine situation and said she understands staff should have a vaccination choice, but the hospital has to be mindful of the funding sources and the requirements of the sources. There needs to be a balance.

Board member Tipton thanked Dunckhorst for keeping the board updated and Joan Hall for her presentation. Tipton thanked the community for voicing their opinions.

Board chair Cramer thanked Joan Hall and everyone for attending. Cramer reminded that when Medicare and Medicaid are involved, it involves the elderly and low-income people. Their needs must be addressed.

PUBLIC COMMENT:

There was no public comment.

Board chair Cramer adjourned the November 16, 2021 meeting of the Humboldt County Hospital District Board of Trustees at 7:05 p.m.

APPROVED:

ATTEST:

Alicia Cramer, Board Chair

Alicia Wogan, Executive Assistant

**HUMBOLDT GENERAL HOSPITAL
DISTRICT BOARD OF TRUSTEES
DECEMBER 28, 2021, REGULAR MEETING
MEETING VIA TELECONFERENCE—VIDEOCONFERENCE—IN-PERSON**

BOARD PRESENT:

Alicia Cramer, Chair
Gene Hunt, Member (via phone)
Ken Tipton, County Comm. Member
Lewis Trout, Member
Michelle Miller, Secretary (via phone left 7:13)
Kent Maher, Legal Counsel

STAFF PRESENT:

Robyn Dunckhorst, Interim CEO
Kim Plummer, CFO
Bertha Higbee, Interim CNO
Alicia Wogan, Executive Assistant (via phone)
Angela Giese, Chief Human Resources Officer
Shelly Smith, Controller
Brian Washburn, DOO
Diane Klassen, Radiology Director
Sara Otto, Chief Compliance Officer (via phone)
Tori Stephen, MM Manager
Theresa Bell, Program Director
Jackie Wilson, CIO
Stela Mendoza, Admin. Support

ABSENT:

JoAnn Casalez, Member
Veronica Janhunen, MD, Chief of Staff

MEDICAL STAFF PRESENT:

Dr. Rommel Adajar, MD

GUESTS:

Bill Hammargren (MedX)

CALL TO ORDER:

Board chair Cramer called December 28, 2021, board meeting to order at 5:33 p.m.

PUBLIC COMMENT:

None

TRUSTEE COMMENTS:

Board member Trout noted Interim CEO Dunckhorst is promoting cross training and development. Trout thanked the auditor for presenting two letters that were included in the actual report detailing specific recommendations to improve cashflow and accountability. Management and CEO have an ongoing program to track unclaimed accounts. Trout disclosed that his wife has a patient relationship with Dr. Roberson (whose contract is an agenda item of this meeting). Trout suggested that before schedules are set, the whole board should be involved in order to find a date that works for everyone.

Board member Miller said some board members will not be able to make the January 13 meeting date with Ron Price. Board chair Cramer said that Price has been contacted for additional dates and the previously scheduled meeting will not be held in January.

MEDICAL STAFF – HOSPITAL DEPARTMENT REPORTS:

Medical Staff report:

Dr. Adajar (substituting for Chief of Staff Janhunen) said hospital numbers are 5.19% and acceptable numbers for CMS are 5% or less. The vaccination rate for staff is 82.34%. There were six covid admissions at the hospital and as of this morning there are none. All vaccines are available at hospital and clinics.

Regeneron is available Monday through Friday for age 12 and above for mild to moderate covid infection patients.

MedX AirOne update:

Bill Hammargren reported that they had joined EMS to help as much as possible, until they got called for Santa which was a great event had a lot of folks. About seven months ago they forgot to put up star link, upgrade internet service, and Hammargren thanked Alicia Wogan for quickly addressing and having IT come to help.

Administration Department reports:

- a) EMS report: EMS Director Andrew Loveless said November activities included the following: the ambulance crew took part in the Veterans parade; FTEP training; promotion of car seat appointments; and, participating in LHS career fair. The Nevada Donor Network reached out to EMS and the Riddle family brought a plaque to EMS with son Cory. Loveless said they do not cover the McDermitt High School career fair but McDermitt can contact EMS to discuss scheduling. There are no changes in the issues with support vehicles, they have been waiting more than 6 months on a transmission. All other vehicles are operational and running. The monthly run volume had a significant decrease in November. EMS attended several outreach events in November: rodeo events; motocross races; annual turkey trot; and, 5k marathon. There has been a decline in the community paramedicine program due to the massive spike in covid related illnesses.
- b) Patient Portal: CIO Jackie Wilson reported on the patient portal which uses Google analytics to capture data. There are still issues with patients not able to sign up, pay a bill, or to access specific results; some patients never received a link to portal, or their browser does not work with the portal. Interim CEO Dunckhorst said that functionality is being worked on and they are utilizing the IT department to help with issues. Wilson noted there is access to labs and radiology results, which are available after 24 hours. Dunckhorst said patients should still make an appointment for billing issues. Wilson said they are working with Cerner to rectify billing problems. Wilson explained how the healthy app will function.
- c) CEO report: Interim CEO Dunckhorst reported on the provider communication tool which provides: mini websites for providers; access for administrative personnel; information on new services; links to med staff bylaws; important dates; highlights for med staff each month; links for educational opportunities; a Q&A section; and, alerts to answer questions. The launch date is in January. Dunckhorst reported on new providers: Dr. Meter, an HGH employee orthopedic surgeon, starts on Monday; Dr. Roberson, an HGH employee OB/GYN, starts on Monday; Rebecca Stevens is a PA who was previously a Locum and is taking over for Dr. Khani at the screening clinic, tentatively starts on Monday, and she will be covering the walk-in clinic in February to help with the move of Robert Johnson to the Orthopedic Clinic; Dr. Curtis, an HGH employee OB/GYN, will work with Dr. Roberson to provide OB/GYN coverage, and they are working with staff to develop a collaborative care model for OB/GYN services in the clinic; and, Gabriel Lavoy, an HGH employee Family Nurse Practitioner, will be working in the walk-in clinic. The recent CMS and OSHA mandates overturned the stay for some states, including Nevada. The U.S. Supreme Court has issued orders granting a review of those legal challenges for both mandates and set an accelerated timeline and arguments for early January. OSHA announced they will not be issuing citations for non-compliance before January 10, and for testing noncompliance before February 9. Dunckhorst is still waiting for final clarification on the OSHA application to healthcare entities. If OSHA mandates are to be followed there will be a significant cost. Dunckhorst stated the meeting dates for Ron Price are now available.

CONSENT AGENDA: Motion by board member Trout and second by board member Tipton to approve the consent agenda for the board meeting minutes of October 26, 2021 and November 23, 2021, and medical staff applications for appointments, reappointments, provisional and temporary privileges for: Scott

Curtis, MD for OB/GYN services, Conrad E Roberson, MD for OB/GYN services, Trenton Argyle, DO for family practice services. Motion carried unanimously.

FINANCIAL REPORTS:

CFO Plummer presented and explained the financial reports for the month ending November, which show: current assets and current liabilities are down; and, daily cash inflow compared to the prior year is separated between patient related and non-patient related services, and compared to the prior year it has dropped off. The decline is due in part to bringing the billing back in house. Staff has reached out to R1 for assistance which they are obligated to provide through December 31, 2021. They have also contracted temporarily with QHR to assist with the billing until it comes fully in house. Costs are down about 10 percent. Board chair Cramer asked about the record keeping for provider hours. Controller Smith stated she is getting the time sheets now and she files them.

Motion by board member Trout and second by board member Hunt to approve the November 2021 financials, warrants, and disbursements as presented. Motion carried unanimously.

BUSINESS ITEMS-OTHER REPORTS:

1. Hospital Administration / request for approval of professional services employment agreement with Scott Curtis, MD for OB/GYN services / Administration

Motion by board member Hunt and second by board member Trout to approve professional services agreement with Scott Curtis, MD for OB/GYN services as presented. Motion carried unanimously.

2. Hospital Administration / request for approval of professional services employment agreement with Conrad E Roberson, MD for OB/GYN services / Administration

Motion by board member Trout and second by board member Tipton to approve professional services agreement with Conrad E Roberson, MD for OB/GYN services as presented. Motion carried unanimously.

3. Hospital Administration / request for approval of professional services employment agreement with Trenton Argyle, DO for family practice services / Administration

Motion by board member Hunt and second by board member Tipton to approve professional services agreement with Trenton Argyle, DO for family practice services as presented. Motion carried unanimously.

4. Hospital Administration / Hospital District fiscal year 2020-2021 financial report and audit of District budget funds, accounts, and financial operations / Dingus Zarecor & Associates-CFO Administration

Shawn Johnson with DZA presented and explained the financial statements, including: assets; liabilities; positions disclosed; and, the year to year comparison. Johnson explained assets are split into two categories, that is, current assets and non-current assets which are restricted or not expected to be diverted to cash in the next year. Johnson commented on: third party settlements; Medicare and Medicaid programs owed for outstanding costs; inventory; prepaid expenses; Cerner implementation costs; non-current assets; limited cash; current and non-current liabilities; refunds payable; current payroll; accounts receivable; related taxes; and, balances in the PTO account. Board member Trout questioned if payments should be made towards to the net pension liability. Johnson said no, the state issues their own comprehensive financial report to list the total net pension liability to determine the contribution to the fund. Johnson noted liability is paid by future contributions and the board could restrict cash resources to pay for future pension benefits. Johnson explained the statement of revenue, expenses, changes of positions, income statement or PNL, which are on an accrual basis of accounting, which means revenues are recorded when earned and expenses are recorded when accrued. On the expense side, there was a substantial increase of salaries and benefits. The total operating expenses increased. Non-operating, tax revenue, Cares Act provider relief fund and other Covid related grants are recorded in revenue because

they were earned. There were losses shown on capital assets with the pharmacy remodel, the donation expenses to Great Basin College, less interest income, and the contract cost with R1. Johnson explained: cash flow statements; operating activities patient care; Note 11 on provider Covid related grants received in 2021 and 2020 which recorded to revenue in 2021/2020; and, Note 12 Covid pandemic impact to the organization in healthcare. Johnson said operating revenues are favorable and there were no adverse findings. It is a clean government auditing report. Last year there was a compliance finding because actual expenses exceeded budget and there was no budget augment. Contractual adjustment shows how much gross charges are being written off due to contracts with Medicare and Medicaid, a lower number is better. Bad debts of patient revenue are also in a negative trend and they are going up due to collection issues from last fiscal year. Salaries and benefits were high for 2021.

Motion by board member Tipton and second by board member Trout to approve the Hospital District fiscal year 2020-2021 financial report and audit of District budget funds, accounts, and financial operations as presented. Motion carried unanimously.

5. Hospital Administration-Accounting-Radiology / determination that the Source Ray portable x-ray machine formerly used for the Burning Man event as is no longer needed for public or district use and authorization for disposal of the property / Administration-Radiology Manager

Radiology Manager Diane Klassen said the last time the portable x-ray unit was used was in 2020. The State Inspector on December 15 determined there is an excessive scatter of radiation and although it passed the inspection it probably will not pass in the future. Board member Tipton asked what it will cost to get it fixed. Klassen said the equipment is depreciated to zero. Tipton asked if it would have value to another organization if sold. Klassen said it is not reliable for a Covid unit because it will not boot up correctly and it needs a special license.

Motion by board member Trout and second by board member Tipton to approve the determination that the Source Ray portable x-ray machine formerly used for the Burning Man event as is no longer needed for public or district use and to authorize disposal of the property as proposed. Motion carried unanimously.

TRUSTEE COMMENTS-STAFF REPORTS:

Board member Tipton said he hopes everyone had a good Christmas and Happy New Year. He is still concerned about the financials, the money spent on new providers and the lack of collection of accounts. Tipton asked if bills are still not being sent to collection. CFO Plummer said there is a pending state bill and they are not able to send bills to collection right now.

Board member Trout said he shares board member Tipton's concern based on days to collection.

Board chair Cramer said she and board member Miller met with Shawn Johnson of DZA today and Johnson gave a list of recommendations to CFO Plummer and Controller Smith to help with the collections. Interim CEO Dunckhorst said they are going to start collecting co-pays which will make a big difference and there is significant retraining being done which will help bring in revenue.

Interim CEO Dunckhorst said they are trying to find qualified billers and coders because training from the ground up is difficult. Once all the billing is in house there will still be remote billers because they are specialty positions and it takes a while for the training.

PUBLIC COMMENT:

There was no public comment.

Board chair Cramer adjourned the December 28, 2021, meeting of the Humboldt County Hospital District Board of Trustees at 8:03 p.m.

APPROVED:

ATTEST:

Alicia Cramer, Board Chair

Alicia Wogan, Executive Assistant

**HUMBOLDT GENERAL HOSPITAL
DISTRICT BOARD OF TRUSTEES
JANUARY 25, 2022 REGULAR MEETING
MEETING VIA TELECONFERENCE—VIDEOCONFERENCE—IN-PERSON**

BOARD PRESENT:

Alicia Cramer, Chair
JoAnn Casalez, Member (via phone)
Gene Hunt, Member
Ken Tipton, County Comm. Member (via phone)
Lewis Trout, Member
Michelle Miller, Secretary (via phone)

Kent Maher, Legal Counsel

ABSENT:

None

MEDICAL STAFF PRESENT:

Veronica Janhunen, MD, Chief of Staff

GUESTS:

Milli Custer (via phone).

CALL TO ORDER:

Board chair Cramer called the January 25, 2022, board meeting to order at 5:30 p.m.

PUBLIC COMMENT:

Lewis Trout, representing Vernon Robins Post No. 5 of the American Legion, stated he and other members of the post would like to join with the Veterans of Foreign Wars to commend Gricelda Soto for winning the State of Nevada VFW contest and being selected to go on to Nationals to represent the State of Nevada, and to join with the hospital staff in commending her for her work, for her diligence and efforts.

TRUSTEE COMMENT:

Board member Trout thanked Alicia Wogan for sitting through hours of tapes in order to prepare three sets of minutes from January 2021.

MEDICAL STAFF – HOSPITAL DEPARTMENT REPORTS:

Medical Staff report:

Chief of Staff Janhunen stated: Covid cases have increased, the screening clinic has 131 to 158 patients daily the past two weeks; the County community positivity rate is 29%; there are currently two Covid inpatients; there are some positive residents in the nursing home and they have been isolated with dedicated staff; and, 60 employees are out currently and staff is struggling with transfer of patients. Board member Trout asked how far away patients are being sent; CEO Dunckhorst advised Idaho, Utah, Southern Nevada, and California are the primary areas.

MedX AirOne update:

No report available.

Administration Department reports:

- a) EMS report: EMS deputy chief Grannis thanked Board member Trout for recognizing Gricelda Soto and thanked the Employees Committee for helping with Cookies with Santa. He reported on the regeneron clinic; service calls being up; group photo; extrication training; car seat installation; shop with a cop; EMS fleet status; total annual calls; total runs by month; non-billable vs billable runs by month; outreach events; and community paramedicine patient volume. Trout asked about the hours of the regeneron clinic. CEO Dunckhorst advised the regeneron clinic has been closed as noted in her biweekly report. Since regeneron is no longer available, the clinic closed one day early due to using the remaining doses for SNF residents. It worked great; patients are doing well. Board member Hunt asked about previously offering it out of the ER. Dunckhorst explained the State took a portion of the doses and distributed them to metropolitan areas. There is another medication that is offered, a pill that can only be distributed through the ER. The hospital has a small number of doses; there are risks and the patient has to be monitored by the provider. There is also another pill, available through Walmart, that physicians have been given the information to be able to prescribe it. Trout asked about the hydraulic tools and whether EMS planned to come to the board for funds to acquire the tools. Grannis advised EMS is looking at grant funding at this time. Trout asked about the minor issues with the fleet status, specifically what were the minor issues. Grannis responded it is normal routine maintenance, including a four-wheel drive unit that went out, but it's nothing that has affected the use of the vehicles and is nothing EMS can't overcome. Dunckhorst explained the freightliner has nearly 500,000 miles on it, will need to be replaced soon, that there are not a lot of Ambulance type vehicles available, and that replacements can take up to 18 months to obtain. Board member Tipton commented that some freightliners can get 1,000,000 miles on them and asked if it is possible to see if the engine needs repair or replacement, since the vehicle is already equipped with everything. Grannis advised he would have to speak with the maintenance person.
- b) Employee Engagement Survey: CHRO Giese went over the recent employee engagement survey citing: engagement; key findings; key drivers; recommendations; highest performing items vs. national averages; prioritized insights for engagement; focus areas for improvement; and next steps. Board member Trout noticed that nearly 4 out of 10 staff did not respond. Giese responded that this was the first employee survey performed, that staff was nervous not knowing if it was anonymous, that there was change in leadership, and that she had set her sights high, hoping for an 80% response rate, but receiving just 62%. A total of 257 responses were received. Trout asked about the percentage responses for clinical vs non-clinical. Giese did not have that information but could get it. Board member Hunt stated some employees will stay neutral as they feel they know that management and supervisors can find out who completes surveys. OB Manager Meiron asked if it was issued in Spanish. Giese does not believe it was as they were unable to, but she did ask. Dunckhorst advised this was a very high-level overview of the survey.
- c) Budget update: CFO Plummer stated this is a high-level snapshot of where we are with year-to-date operating expenses and non-operating expenses compared to year-to-date budget. Plummer went over the augmentation process, continued with operating and non-operating expenses and noted capital budget items purchased through December. Dunckhorst reminded the board that the details were received in their packet. Board chair Cramer stated she would like an update monthly; board member Miller would like it brought to the board if there are changes as monthly may be a lot.
- d) CEO report: Interim CEO Dunckhorst reported on: provider communication tool rollout; new providers onboarded and going strong; repainting of ambulances; pharmacy plans update; and screening/testing clinic volume control measures. Dunckhorst had Marketing Director Laura Shea show a video that was put together for advertising. Board member Trout asked if the pharmacy

work was approved, who will be evaluating the bids and who will they be ranking them. Dunckhorst stated Archnexus, Maintenance Manager Grannis, Pharmacy Manager Bright and she will be working together to rank bids received. Grannis will present recommendations with Archnexus.

CONSENT AGENDA: Motion by board Miller and second by board member Hunt to approve the board meeting minutes of January 22, 2021, January 23, 2021, January 26, 2021 and January 2, 2022 and applications consisting of medical staff applications for appointments, reappointments, provisional and temporary privileges for: Ralph Narinedhat, MD, Provisional-OBGYN; Andrew Michelson, MD, Active-Emergency Medicine; Claudia Deliz-Guzman, MD, Active-Emergency Medicine; Rebecca Stevens, PA-C, Allied Health Professionals-Physician Assistant; Veronica Janhunen, MD, Active-Pediatrics; Ajeet Mahendernath, MD, Active-Emergency Medicine; Maryellyn Gilfeather, MD, Consulting-Teleradiology; and, Peter Verhey, MD, Consulting-Teleradiology. Motion carried with Board members Cramer, Miller, Tipton, Casalez and Hunt voting aye and Board member Trout voting aye to the January 26, 2021 and January 2, 2022 minutes and the medical staff applications and abstaining from the January 22, 2021 and January 23, 2021 minutes as he was not in attendance.

FINANCIAL REPORTS:

Motion by board member Tipton and second by board member Hunt to approve the December 2021 financials, warrants, and disbursements as presented. Motion carried unanimously.

Board member Trout asked about a six-million-dollar differential between EBITA and cash. CFO Plummer explained that there were two issues in December: (1) reengagement with R1; and, (2) an interface issue with Cerner. Cash receipts money deposited at the bank were not being posted in the books for August through December. There is currently another interface issue of 1.7 million. Plummer went over cash inflow and cash outflow. IT Director Bell went over some of the IT process.

BUSINESS ITEMS-OTHER REPORTS:

1. Hospital District / election of board officers / Board of Trustees

Board chair Cramer asked for nominations for board chair. Board member Hunt nominated Michelle Miller. There were no other nominations. All trustees voted to appoint Miller as the board chair.

Board member Trout asked if the new chair should run the remainder of the meeting. Board member Cramer stated she would run the remainder of the meeting as board chair Miller was attending by phone and didn't have much of a voice. Miller agreed.

Board member Cramer asked for nominations for vice-chair. Board member Hunt nominated Alicia Cramer. There were no other nominations. Trustees Cramer, Casalez, Hunt, Tipton and Miller voted to appoint Cramer as board vice-chair and Trustee did not vote.

2. Hospital District / proposals for revisions to the board bylaws / Board of Trustees

Board member Hunt stated this has been previously reviewed and went over a couple of additional changes:

Article III, section 4: vice-chair was changed to administrative assistant as the administrative assistant would be taking the minutes.

Article IV, section 1 add: The vice-chair shall become chair the subsequent year following their term as vice-chair. The chair position shall be for a one-year term. No board member may serve as vice-chair until the board member has served a one-year term on the board.

A board member may not serve as vice-chair twice during an elected term of office before all other board members have had the opportunity to serve a term as vice-chair and chair.

Article IV, section 1, c: amend vice chairperson to administrative assistant.

Article VII, section 1 add: additionally, an annual Finance Committee and Quality Control Committee shall be formed to discuss issues and/or conditions and to make recommendations for change or adjustment as each committee deems necessary through its analysis.

Article I, section 2: Legal Counsel Maher advised to drop the word “additionally.”

Article VII, section 1: Legal Counsel Maher advised to drop the word “additionally.”

Board member Trout asked about the item that was assigned to two of the Board members to submit a revised section. Board member Hunt stated it was and board chair Miller advised it was submitted.

Motion by board member Trout and second by board member Tipton to approve the proposed board bylaws with the additions suggested by Legal Counsel Maher. Motion carried unanimously.

3. Hospital Administration-EMS / request for authorization to purchase two command vehicles at a cost not to exceed \$120,000 / EMS Chief-Administration

Board member Cramer explained this purchase was previously approved, but the wording was very specific that two new units be acquired; this item is simply a wording change. Deputy Chief Grannis stated \$120,000 was budgeted, and that this action would amend the earlier verbiage. The original request was for two Dodge 2500 tradesman packaged vehicles outfitted. Government cost would be around \$49,000 each plus outfitting. Over 400 orders with government pricing have been cancelled nationally and vehicle costs will significantly increase, with availability in question. Grannis asked to have the verbiage changed to two command vehicles not to exceed \$120,000. Board member Trout asked why we would not get new vehicles. Grannis stated they will obtain what is available. In response to a second question from Trout, CEO Dunckhorst and CFO Plummer recommended the purchase and revised authorization.

Motion by board member Hunt and second by board member Trout to approve the proposed change to purchase two command vehicles for EMS not to exceed \$120,000. Motion carried unanimously.

TRUSTEE COMMENTS-STAFF REPORTS:

Board member Tipton thanked all staff for their hard work and dedication with Omicron. From the bottom of his heart, he appreciates that.

Board member Hunt echoed Tipton’s comments, noting he cannot thank everyone enough. What staff does every day is very important and tough when fully staffed in an environment like this. When short staffed, there is the extra load. He appreciates staff efforts. He has some thoughts on scheduling for the walk-in-clinic and will speak with CEO Dunckhorst.

Board member Trout stated for six years this hospital has attempted to obtain the \$12,200 at the State Treasurer’s office. Despite the best efforts of four CEO’s and staff, the State Treasurer has declined to release the funds. Trout would like an item on the next agenda for authorization to proceed with a small claims lawsuit on behalf of the district to allow an action before the appropriate small claims court to have the funding released to the district. He would also like placed on the agenda for discussion and possible

action the optional provision in NRS.450 regarding allowing the Chief of Medical Staff to serve on the board as a voting member.

Board chair Miller thanked board members Hunt and Trout for working on the bylaws; she really appreciates it.

Board vice-chair Cramer agreed with what everyone has said, she appreciates it, and knows the clinic is long sitting out there and wears on everyone. She thanked everyone for coming, and thanked Marketing Director Shea for the video, noting that it's exciting to see some new media out there.

Interim CEO Dunckhorst, on behalf of staff and management, expressed gratitude and thanked Cramer for serving as chairperson.

PUBLIC COMMENT:

There was no public comment.

Board vice-chair Cramer adjourned the January 25, 2022, meeting of the Humboldt County Hospital District Board of Trustees at 6:45 p.m.

APPROVED:

ATTEST:

Michelle Miller, Board Chair

Alicia Wogan, Executive Assistant

HUMBOLDT GENERAL HOSPITAL
STATEMENT OF PROFIT AND (LOSS)
FOR THE PERIOD ENDING 01/31/2022

PRIOR YR	BUDGET	ACTUAL		ACTUAL	BUDGET	PRIOR YR
\$3,086,033	\$3,695,266	\$2,858,602	INPATIENT REVENUE	\$20,099,385	\$22,887,887	\$18,428,005
4,872,488	6,925,183	5,062,207	OUTPATIENT REVENUE	36,829,126	42,895,397	35,895,548
381,218	545,825	384,852	LTC	2,973,400	3,711,767	3,588,405
541,050	785,263	541,815	CLINIC REVENUE	6,085,040	4,964,820	4,081,457
<u>8,880,788</u>	<u>11,951,537</u>	<u>8,847,477</u>	TOTAL PATIENT SERVICE REVENUE	<u>65,986,951</u>	<u>74,459,871</u>	<u>61,993,415</u>
(3,362,347) -38%	(4,289,663) -36%	(2,516,819) -28%	CONTRACTUAL ADJUSTMENTS	-43% (28,075,345)	-40% (30,025,715)	-37% (23,025,422)
(1,171,975) -13%	(791,471) -7%	(645,107) -7%	BAD DEBT	-6% (3,918,321)	-7% (5,540,300)	-12% (7,234,039)
<u>(4,534,322)</u>	<u>(5,081,134)</u>	<u>(3,161,926)</u>	TOTAL DEDUCTIONS FROM REVENUE	<u>(31,993,666)</u>	<u>(35,566,015)</u>	<u>(30,259,461)</u>
4,346,466	6,870,402	5,685,551	NET PATIENT SERVICE REVENUE	33,993,285	38,893,856	31,733,954
99,499	42,689	15,709	OTHER OPERATING REVENUE	233,495	298,683	268,784
<u>4,445,965</u>	<u>6,913,092</u>	<u>5,701,259</u>	TOTAL OPERATING REVENUE	<u>34,226,780</u>	<u>39,192,539</u>	<u>32,002,738</u>
			OPERATING EXPENSES			
2,185,055	2,370,789	2,615,642	SALARIES	17,675,889	16,442,567	14,695,756
522,739	650,865	710,249	BENEFITS	4,623,759	4,514,065	3,512,136
353,330	156,426	171,367	CONTRACT LABOR	1,229,838	1,084,890	930,159
589,846	910,640	581,906	SUPPLIES MEDICAL	4,254,455	6,315,730	4,349,466
2,109,807	1,035,572	1,384,330	PURCHASED SERVICES	8,245,001	7,249,006	8,526,329
203,236	190,456	151,849	SUPPLIES & SMALL EQUIPMENT	993,864	1,320,907	1,180,304
(257,570)	128,677	127,695	REPAIRS AND MAINTENANCE	1,189,559	900,741	964,852
45,663	40,300	26,820	RENTS AND LEASES	324,907	282,097	220,706
83,548	62,325	44,422	INSURANCE	314,746	436,277	345,096
65,845	63,617	82,094	UTILITIES	551,059	445,319	437,274
534,178	520,409	527,886	DEPRECIATION	3,565,760	3,642,866	3,865,749
18,176	31,818	14,296	TRAVEL & MEALS	117,887	222,723	85,905
94,624	135,302	125,894	OTHER EXPENSE	894,948	947,116	592,672
<u>6,548,476</u>	<u>6,297,197</u>	<u>6,564,450</u>	TOTAL OPERATING EXPENSES	<u>43,981,670</u>	<u>43,804,305</u>	<u>39,706,402</u>
(2,102,511)	615,894	(863,191)	NET OPERATING INCOME/(LOSS)	<u>(9,754,890)</u>	<u>(4,611,766)</u>	<u>(7,703,664)</u>
			NON-OPERATING REVENUE/(EXPENSES)			
10,029	25,114	(15,894)	INTEREST INCOME	(13,162)	175,799	94,133
703,590	417,550	717,215	TAXES	3,354,877	2,922,850	3,565,712
0	68,417	0	DONATIONS	(4,000)	478,917	(18,014)
0	0	0	OTHER INCOME	0	0	8,463
180,993	0	0	CERNER CLEARING	(16,362)	0	171,200
0	0	0	SUBSIDIES	0	0	2,610,467
<u>894,612</u>	<u>511,081</u>	<u>701,321</u>	TOTAL NON-OPERATING REVENUE/ (EXPENSE)	<u>3,321,354</u>	<u>3,577,566</u>	<u>6,431,959</u>
<u>(\$1,207,900)</u>	<u>\$1,126,975</u>	<u>(\$161,870)</u>	NET INCOME/(LOSS)	<u>(\$6,433,536)</u>	<u>(\$1,034,200)</u>	<u>(\$1,271,705)</u>
<u>(\$673,722)</u>	<u>\$1,647,385</u>	<u>\$366,016</u>	EBIDA	<u>(\$2,867,776)</u>	<u>\$2,608,667</u>	<u>\$2,594,044</u>

HUMBOLDT GENERAL HOSPITAL

PRESENTATION OF CASH ACCOUNTS

January 31, 2022-- FISCAL YEAR 2022

ACCOUNTS FOR:	G/L ACCT. #:	LOCATION HELD:	ACCOUNT.#:	BALANCES:
Cash Drawers	10100	Safe/Business Office/Clinics	Cash Drawers(12)	2,775
General Fund Checking	10000	Wells Fargo Bank	3828	(895,929)
Tax Account	10005	Wells Fargo Bank	925	16,606
Payroll Checking	10010	Wells Fargo Bank	3836	(38,707)
General Fund Investment	10020	Wells Fargo Bank	6671	945,703
Hanssen Scholarship Fund	10050	Wells Fargo Bank	7067	4,009
EMS Scholarship Fund	10055	Wells Fargo Bank	917	16,963
SNF Patient Trust	10035	Wells Fargo Bank	0021	21,944
SNF Memorial/Activity	10040	Wells Fargo Bank	9304	4,915
Investment Trust	10030	Wells Fargo Bank	6500	10,584,470
LGIP Savings	10025	NV State Treasurer	#xxxGHO	2,798,529

HGH TOTALS: 13,461,278

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

SUBMITTED & SIGNED:

Kim Plummer, CFO



February 22, 2022

Board of Trustees
 Ref: Medical Staff Meeting

The following Medical Staff Appointment, Reappointment, and Provisional privilege files were presented to Medical Staff for review and approved on February 15, 2022:

Provisional:

- None

Appointment:

- Dominic DiPrinzio, DO Active-Emergency Medicine
- Raj Patel, MD Active-Emergency Medicine
- Joseph Drew, MD Active-Urology
- Brian Evans, MD Consulting-Radiology
- Gabriela Lavoy, APRN-CNP Allied Health Professionals-Family Medicine APRN
- Shelbee Smolek, APRN-CNP Allied Health Professionals-Sleep Medicine

Reappointment:

- Leon Jackson, MD Active-Radiology
- James Langevin, MD Active-General Surgery
- Katrinka Kip, MD Consulting-Pediatric Cardiology
- Joseph Ludwick, MD Consulting-Pediatric Cardiology
- Alban De Schutter, MD Provisional-Cardiology
- John Gull, DO Provisional-Otolaryngology

Below details additional information on each Medical Staff file:

- **Dominic DiPrinzio, DO** earned his Doctor of Osteopathic Medicine from Arizona College of Osteopathic Medicine in 2017. Dr. DiPrinzio completed his Emergency Medicine Residency with the UNLV School of Medicine from 2017 to 2020. Dr. DiPrinzio is board certified in Emergency Medicine through the American Board of Emergency Medicine, initially earning his certification in November 2021. He holds current ATLS, BLS, and PALS certifications. Dr. DiPrinzio began working with TeamHealth in the Las Vegas area providing ER coverage in August 2020. Dr. DiPrinzio will be joining Humboldt General Hospital through Envision to provide ER coverage. He was granted temporary privileges in Emergency Medicine on July 27, 2021 and was granted provisional privileges in August 2021.
- **Raj Patel, MD** earned his Doctor of Medicine from the Medical University of Silesia, Poland from 2009 to 2013. Dr. Patel completed his Family Medicine residency with the University of Kentucky, Hazard from 2013 to 2016. Dr. Patel is board certified in Family Medicine through the American Board of Family Medicine; initially certified in 2016. Dr. Patel also holds current ATLS, PALS, and ACLS certifications. He has been practicing as a Hospitalist and Emergency physician in Kentucky, Arizona, and Nevada since 2016; mainly as an EM Physician. Dr. Patel will be joining Humboldt General Hospital through Envision to provide coverage in our ER. He was initially granted provisional privileges in August 2021.



HUMBOLDT GENERAL HOSPITAL

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- **Joseph Drew, MD** earned his Doctor of Medicine from the Autonomous University of Guadalajara in 1981 and completed his Fifth Pathway program with the University of California Irvine in 1982. Dr. Drew completed his internship and Urology residency with the Medical College of Wisconsin from 1982 to 1987. He is currently board certified in General Urology through the American Board of Urology with his initial certification in 1990. Dr. Drew has been practicing as a Urologist in Nevada since 1992 and was most recently working with Urology Nevada. Dr. Drew will be joining Humboldt General Hospital to provide urology services for one week a month. He was granted provisional privileges in August 2021.
- **Brian Evans, MD** earned his Doctor of Medicine from George Washington University in 2003. Dr. Evans completed his transitional internship with the Naval Medical Center in San Diego from 2003 to 2004. His residency training in Diagnostic Radiology was completed from 2007 to 2001 with the University of Arizona. Dr. Evans also did an Interventional Radiology fellowship with the University of Washington from 2011 to 2012. He is board certified in Interventional and Diagnostic Radiology through the American Board of Radiology. He holds certifications in BLS and ACLS. Dr. Evans has been practicing as a radiologist since 2012 in California. Dr. Evans will be joining Humboldt General Hospital through NorthStar Radiology to assist in coverage needs. His anticipated start date is March 1, 2022.
- **Gabriela Lavoy, APRN-CNP** earned her Master of Science in Nursing from Purdue University Global in 2017. Gabriela earned her board certification through American Academy of Nurse Practitioners in March 2018. She also holds current certifications for BLS, PALS, and ACLS. Gabriela has been practicing as a Nurse Practitioner since October 2018 in Texas. Prior to earning her Nurse Practitioner degree, she worked as a staff and charge nurse for twenty plus years. Gabriela will be joining Humboldt General Hospital as an employed provider to cover our Walk-in Clinic. She started on February 7, 2022 with temporary privileges.
- **Shelbee Smolek, APRN-CNP** earned her Master of Science in Nursing from the University of Saint Francis in April 2021. Shelbee earned her board certification through the American Nurses Credentialing Center in Family Nurse Practitioner in May 2021. She also holds a current BLS certification. Shelbee has been working with Parkview Physicians Group in Indiana since 2012. She will be joining Humboldt General Hospital as a provider through our Sleep Medicine program. She will be providing services via telehealth. Shelbee's anticipated start date will be in March 2022.
- **Leon Jackson, MD** earned his Doctor of Medicine from the University of Utah School of Medicine in 1984. He completed his Internal Medicine internship with the University of Kentucky from 1984 to 1985. Dr Jackson completed his Radiology residency with the Medical College of Ohio at Toledo from 1985 to 1989. Dr. Jackson earned his lifetime board certification in Diagnostic Radiology through the American board of Radiology in June 1989. Dr. Jackson has been practicing at Humboldt General Hospital since March 2005, which is when he was initially granted privileges.
- **James Langevin, MD** earned his Doctor of Medicine from the University of Calgary in 1977. He completed his internship with Foothills Hospital from 1977 to 1978 and his residency in General Surgery from 1978 to 1981. From 1982 to 1983, he completed a residency training in Colon and Rectal Surgery with the University of Minnesota Hospitals. Dr. Langevin is board certified in General Surgery by the Royal College of Physicians and Surgeons of Canada. Dr. Langevin has been working with Rural Physicians Group since 2016 providing General



Surgery services to Humboldt General Hospital. He was initially granted privileges in September 2016.

- **Katrinka Kip, MD** earned her Doctor of Medicine from State University of New York Health Science Center in 1986. Dr. Kip completed her internship and residency training in Pediatrics with Tulane University Hospital from 1986 to 1989. She then did a fellowship training in Pediatric Cardiology with the University of Miami and Jackson Memorial Medical Center from 1989 to 1992. Dr. Kip held a board certification in General Pediatrics from 1989 to 2004 through the American Board of Pediatrics and currently holds a board certification in Pediatric Cardiology which she obtained in 1996 through the same board. She has been practicing with Children’s Heart Center in Reno and Las Vegas since 1999. Dr. Kip has held privileges with Humboldt General Hospital since June 2000.
- **Joseph Ludwick, MD** earned his Doctor of Medicine from St. Louis University Medical School in 1993, Dr. Ludwick completed his internship, residency, and fellowship with the Children’s Hospital in Los Angeles from 1993 to 1996 and again from 2001 to 2004 for his fellowship. His internship and residency were in General Pediatrics and his fellowship was in Pediatric Cardiology. He held a board certification in General Pediatrics from 1996 to 2014 through the American Board of Pediatrics and currently has a board certification in Pediatric Cardiology which he obtained in 2006 through the same board. Dr. Ludwick has been practicing with Children’s Heart Center in Reno since 2005. He has held privileges with Humboldt General Hospital since December 2005.
- **Alban De Schutter, MD** earned his Doctor of Medicine from Ross University School of Medicine in December 2009. Dr. De Schutter completed his Internal Medicine residency with Cleveland Clinic Foundation from 2010 to 2013, his Cardiology fellowship with John Ochsner Heart and Vascular Institute from 2013 to 2016, and his Interventional Cardiology fellowship with New York University from 2016 to 2017. Dr. De Schutter currently holds three board certifications through the American Board of Internal Medicine: Internal Medicine since 2013, Cardiovascular Disease since 2016, and Interventional Cardiology since 2017. He has worked as a Locum Tenens provider and has most recently been working in Nevada with Carson Tahoe Regional Medical Center and Northeastern Nevada Regional Hospital. Dr. De Schutter will be joining Humboldt General Hospital as a provider for our new Cardiology Clinic with Dr. Zia Khan and Tina Carbone, APRN-CNP. Dr. De Schutter was initially granted provisional privileges in August 2021.
- **John Gull, DO** earned his Doctor of Osteopathic Medicine from Western University of Health Sciences in May of 2004. Dr. Gull then completed his ENT-Tract internship with Philadelphia College of Osteopathic Medicine in June 2005 and his Otolaryngology residency in July 2009. Dr. Gull holds a current board certification from the American Osteopathic Board of Ophthalmology and Otolaryngology-Head and Neck Surgery in Otolaryngology and Facial Plastic Surgery. Dr. Gull has been working in Elko, NV at Ruby Valley ENT since completing his residency in 2009. Dr. Gull began performing procedures at HGH in May 2021 and was initially granted privileges in February 2021.

Thank you,
Jessica Villarreal
Medical Staff Credentialing Coordinator



HUMBOLDT GENERAL HOSPITAL

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Hghospital.org

HUMBOLDT GENERAL HOSPITAL

Quality Report Summary

Quality measures are tools that help measure or quantify healthcare processes, outcomes, patient perceptions, and organizational structure and/or systems that are associated with the ability to provide high-quality healthcare and/or that relate to one or more quality goals for healthcare. These goals include effective, safe, efficient, patient-centered, equitable, and timely care. The Centers for Medicare & Medicaid Services (CMS) uses quality measures in its quality improvement, public reporting, and pay for reporting programs to improve the quality of healthcare for their beneficiaries.

HGH currently monitors the following quality measures: Healthcare Personnel Influenza Vaccination, HCAHPS, Emergency Department Transfer Communication, Median Time to ECG, Aspirin at Arrival, Median time to pain management for Long Bone Fracture, Median Time from ED Arrival to Provider contact for ED Patients, Median time from ED Arrival to ED Departure for Discharged ED patients, Admit Decision time to Ed departure time for Admitted patients, Patient Left Without Being Seen, ED Average triage to bed, ED Average Door to Bed, ED total volume monthly, Hand Hygiene, ED discharge vitals, AB471 Compliance, 72 hour ED readmissions, 30 day readmissions, Critical Lab values, Admission with difficult discharges, Open beds, Overdose reports, COVID, Nevada WebIZ, Vaccine finder, Aggregate report, LTC reporting, Flu Vaccine and Sentinel Events.

QAPI - The Quality Assurance Performance Improvement plan is to ensure HGH demonstrate a consistent endeavor to deliver safe, effective, optional patient care and services in an environment of minimal risk. As patient care is coordinated and collaborative effort, the approach to improving performance involves multiple departments and disciplines in establishing the plans, processes and mechanisms that comprise the performance improvement activities at HGH. The primary goals are to plan continually and systematically, design measures, assess and improve performance of critical focus areas, improve healthcare outcomes, and reduce and prevent medical/health care errors. All information related to performance improvement activities performed by the HGH staff in accordance with the QAPI plan are confidential

January/February 2022 – The Quality Assurance Performance Improvement received reports from the following departments:

- **Acute/Case Management**
- **Emergency**
- **OB**
- **Surgery**
- **Central Processing**
- **Infection Control**
- **Pharmacy**
- **EMS**
- **Social Services**
- **Laboratory**
- **Respiratory**
- **Radiology**
- **Maintenance Services**
- **Materials Management**
- **Anesthesia**
- **Rural Health Clinics**
- **Physical Therapy**

LiCon – The LiCon Council has directed the Risk Managers Work Group members to follow quality indicators important and specific to Nevada rural hospitals. The current NRHP Quality Indicators are: Physician Compliance with Opioid Prescribing Requirements (AB474) in the emergency room setting; Age-Appropriate Vital Signs within 20 minutes of Discharge from the ED: Prompt communication of critical lab values to appropriate healthcare professional. Q4 2021 NRHP Quality Indicators show HGH meeting the goals with Critical Value at 100% with a goal of 92%; Opioid Prescribing Compliance at 93% with a goal of 92%; Vital Signs on ED Discharge is at 100% with a goal of 92%. With HGH management monitoring and continuous staff education this keeps HGH within in the goals of performance. (Q42021 reports attached)

MBQIP – Medicare Beneficiary Quality Improvement Project (MBQIP) – Measure’s quality improvement activity under Medicare rural Hospital Flexibility (FLEX) grant program of the Health Resources and Services Administration’s Federal Office of Rural Health Policy. This project provides an opportunity for individual hospitals to look at their own data, measure their outcomes against other CAHs and partner with other hospitals

in the state around quality improvement initiatives to improve outcomes and provide the highest quality care to their patients. (Q22021 reports are attached)

Patient Experience Core Measures – HGH has engaged JL Morgan for out Inpatient HCAHPS patient satisfaction survey. The satisfaction rate shown here is data gathered from July 2020 through March 2021 (Q3 2020 – Q1 2021). HCAHPS surveyor have 6 weeks from day of discharge to collect data. Eligible patients answer scripted questions regarding their inpatient stay HGH. HGH is currently also using Qualitck 360 to continue to monitor the Emergency Room, Acute Medical Surgical Unit and Obstetrics Unit to gather satisfaction scores gathered at time of service. January 2022 results are Satisfied and Very Satisfied responses. Humboldt General Hospital will be implementing Press Ganey to capture HCAHPS and CHAPS patient satisfaction surveys

EDTC - The Emergency Department Transfer Communication (EDTC) measure aims to provide a means of assessing how well key patient information is communicated from an emergency department (ED) to any health care facility. The measure is applicable to patients with a wide range of medical conditions (e.g., acute myocardial infarction, heart failure, pneumonia, respiratory compromise, and trauma) and is relevant for both internal quality improvement purposes and external reporting to consumers and purchasers. HGH core measures have been 100% since Q4 2020 to Q3 2021.

Small Claims - Plaintiff Information

Plaintiff is the person filing the claim.

1. The purpose of Small Claims is to resolve disputes, not to act as a collection agency.
2. An invoice or a 10-day letter of demand must be mailed to the party you are suing prior to filing.
3. Cases may be filed for the recovery of money or services rendered where the amount claimed does not exceed \$10,000.00. The Defendant being sued must be a resident of Humboldt County, or have a business license to do business in Humboldt County, or be employed in Humboldt County, pursuant to NRS 73.010. The Plaintiff must supply the Court with the Defendant's full name, correct residential address, or employment address.
4. The filing fees are payable to Justice Court and are as follows:

If the sum claimed does not exceed \$1,000	\$ 46.00
If the sum claimed exceeds \$1,000 but does not exceed \$2,500	\$ 66.00
If the sum claimed exceeds \$2,500 but does not exceed \$5,000	\$ 86.00
If the sum claimed exceeds \$5,000 but does not exceed \$7,500	\$126.00
If the sum claimed exceeds \$7,500 but does not exceed \$10,000	\$176.00
5. There is also a service fee, per Defendant, payable to the Humboldt County Sheriff's Office. The fee varies depending upon the physical location of service and the number of Defendants named. You may contact the Sheriff's Department, Civil Division at (775) 623-6419 to obtain the required fee. Although the Court recommends service by the Sheriff, service can be made by Certified Mail, **only** if a physical address is unavailable. The cost is \$10.00, per Defendant, payable to the Humboldt County Treasurer.
6. To sue a business or a corporation in Small Claims Court, the proper party to represent it must be named on the claim. If it is a business, the City Clerks Office 623-6339, or the County Clerks Office 623-6344, can provide the name on the license and the person listed as the licensee. If you are suing a corporation, the Secretary of State (775) 684-5708, can provide the name of the corporation, and who is listed as the Resident Agent, along with the Resident Agent's address. In either case, it is important to list the business, or corporation exactly as it reads. If the party you wish to sue is an agency governed under the United States Federal Government, you will need to contact the U.S. Federal Court for the procedure on filing.
7. **The validity of your claim is not the Clerk's responsibility.** Please make sure your claim is correct in its filing and issuance. NRS 7.285 prohibits the Clerk from giving legal advice; therefore if the Justice of the Peace dismisses your claim, it is due to your misinterpretation of the Small Claim procedures and requirements.
8. The Court date will be approximately 4-8 weeks following the filing of the affidavit. Court is held on Wednesdays only at 10:00 AM. **Before appearing in court at the time set for hearing, make certain the Defendant(s) has been served by calling the Justice Court at 623-6379, the court will not call you.** If a Plaintiff fails to appear for trial, the case will be dismissed.
9. **Do not submit any evidence of your claim prior to the hearing.** No pre-trial conferences with the Judge will be granted unless **BOTH** parties are present. Although an attorney may represent a person, the Court cannot award attorney fees.

DEMAND LETTER

Date: _____

TO: _____

You owe me \$ _____ for the following reason:

If I am not paid within 10 days, I will seek legal action against you.

Justice Court Of Union Township

Humboldt County Courthouse

Civil Division - Room 209

50 W. 5th Street - P.O. Box 1218

Winnemucca, NV 89445

(775) 623-6379 • Fax: (775) 623-6439

E-mail: civil@hcnv.us

*Letty Norcutt
Justice of the Peace*



Small Claims – How to complete Affidavit

1. Only a LEGIBLE "Affidavit of Complaint and Order" will be accepted.
If you do not have access to a typewriter, please neatly complete the form in **blue or black ink only**.
2. You are the Plaintiff; fill in your name/business and address.
3. The person you are suing is the Defendant; fill in his name and address.
4. The name of the person that will be signing the affidavit will be shown in the appropriate area as being sworn.
5. Fill in the sum you are suing for, Court Costs and Service Fee.
6. You must state the reason for indebtedness **in summary with a breakdown** of the sum you are suing for.
Such as: Non-payment of Rent \$500 Late Fee \$25 Damages to Unit \$250
Default on Loan Contract \$700 etc.
7. No evidence of your claim need be submitted at time of filing; bring it on your trial date.
8. If claim is the result of auto damage, you must submit at least 2 estimates at time of filing (if the repairs have not been completed) and the claim must be for the lesser amount.

IN THE JUSTICE COURT OF UNION TOWNSHIP
COUNTY OF HUMBOLDT, STATE OF NEVADA

Case No. _____

PLAINTIFF

ADDRESS
vs.

DEFENDANT

ADDRESS

**AFFIDAVIT OF COMPLAINT
AND ORDER**

** [] I am requesting a court-appointed interpreter because:
[] I have a communications disability (deaf/blindness/etc.)
[] I am not fluent in English and I need an interpreter for the following language: _____

STATE OF NEVADA }
COUNTY OF HUMBOLDT }

_____, being first duly sworn, deposes and says: That the defendant is indebted to the plaintiff in the sum of \$_____, plus Court Costs \$_____, and Service Fee \$_____; that the reason for this indebtedness is _____;

that this affiant has demanded payment of said sum; that the defendant refuses to pay the same; that one or more of the defendants is a resident of, does business in, or is employed in Union Township, in the County of Humboldt, State of Nevada; that this affiant resides at the above address.

Plaintiff-Affiant

Subscribed and sworn to before me this _____ day of _____, 20____.

Clerk of the Court or Notary

ORDER

THE STATE OF NEVADA, to the within-named Defendant, GREETINGS:

You are hereby ordered to appear for trial and to be prepared to answer the within and foregoing claim at The Humboldt County Courthouse, Justice Court, 50 West Fifth Street, Winnemucca, Nevada 89445 on _____, at 10:00 A.M. Reset for _____, at 10:00 A.M. and to establish your defense against said claim. YOU ARE FURTHER NOTIFIED that in the event you do not appear, judgment will be given against you for the amount of claim as stated in the above affidavit of complaint.

Dated this _____ day of _____, 20____.

Justice of the Peace/Clerk of the Court

Date reset: _____

Should the Defendant in the above action, wish to allow Plaintiff to recover judgment, the court should be so notified. If judgment is so confessed, and the Defendant remit the \$_____ to the Plaintiff and upon notification by the Plaintiff, case will be terminated.

ATTACHED: DEFENDANT INFORMATION

****INTERPRETER REQUEST INFORMATION:** If a court-appointed interpreter is needed for a person who does not speak English, or for a person with a communications disability, that person must file a written request in advance of the hearing date, and the fee for that interpreter shall be paid by the requester as provided by law. If the Court has an interpreter available and provides an interpreter, you may be ordered to reimburse the Court at the rate of \$30 per hour.

If English is not your first language and you would like someone to interpret for you during your court appearance, you are encouraged to use a volunteer language interpreter. You may ask a friend, relative, or coworker to come to the court to interpret for you.



HUMBOLDT COUNTY SHERIFF'S
OFFICE

CIVIL DIVISION

INSTRUCTIONS FOR SERVICE – PLEASE FILL OUT COMPLETELY

What Type of Paper is Being Served?

- Affidavit (Small Claims) Summons & Complaint Eviction Notice/Motion/Demand
 Subpoena Other _____

Name of Person being Served:

Last _____ Sfx _____ First _____ MI _____

Male

Date of Birth _____ Female Phone No. _____

Driver's License No. _____ State _____ Last Four Digits of SSN _____

Last Known Address:

Street _____ Hours Avail _____

City, State, Zip _____

Previous Address:

Street _____

City, State, Zip _____

Employer Info:

Employer Name _____ Hours Avail _____

Employer Address _____ Phone No. _____

City, State, Zip _____

Case No. _____

Service Fee Enclosed _____ Check No. _____

Send Proof of Service to:

Name/Company _____

Street _____ City, State, Zip _____

HUMBOLDT COUNTY SHERIFF'S OFFICE
50 WEST FIFTH STREET
WINNEMUCCA, NEVADA 89445

PROFESSIONAL SERVICES AGREEMENT

(PHYSICIAN FULL TIME EMPLOYMENT)

This Professional Services Agreement (the "Agreement"), made and entered into effective the ____ day of _____, 2022 by and between:

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

PHYSICIAN: **Stephen Lane Perry, MD**
1875 Colt Lane
Gardnerville, NV 89410
flyfishperry3@gmail.com

RECITALS

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

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

AGREEMENT

All terms and conditions contained in Agreement are subject to Humboldt County Hospital District Board approval.

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

1. **PHYSICIAN SERVICES/TERM.** District shall utilize Physician on a full-time basis for the period commencing _____, 20__ (the "Commencement Date") for a term of three (3) years. The Physician shall devote Physician's professional efforts to performance of this Agreement at Hospital, Hospital's affiliated clinics and facilities, and such other locations as reasonably assigned by Hospital from time to time. Any non-District Facilities work by Physician

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

2. PHYSICIAN DUTIES.

a. Physician shall provide clinical services that are reasonably and commonly within the scope of services provided by a physician practicing in Physician's Specialty consistent with Physician's licensure, training and privileges, including but not limited to examining patients; performing medical and surgical procedures; prescribing medication or treatment; conducting hospital rounds; consulting with other practitioners. In addition to such clinical services, Physician shall also perform administrative and other duties related to Physician's clinical services and Hospital's operations as reasonably requested by Hospital or required by medical staff bylaws, rules, or policies, including but not limited to participation in Hospital's quality assurance, credentialing, peer review, strategic planning, education, community relations, compliance, and other activities. The services provided by Physician pursuant to this Agreement are collectively referred to as "Services".

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

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

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

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

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

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

3. PHYSICIAN HOURS. Physician shall provide 24-hour coverage for a total of ten (10) days per month.

4. COMPENSATION.

a. Base Compensation. Beginning on the Commencement Date, District shall pay to Physician compensation at the rate of Two Thousand Eight Hundred Dollars (\$2,800) per twenty-four (24) hour Hospitalist shift that Physician provides clinical Hospitalist services as scheduled by District. If Physician provides the Hospitalist services for less than a full 24-hour Hospitalist shift, Physician's compensation for that shift shall be reduced pro rata. The parties agree that the per-shift compensation set forth in this Section shall fully compensate Physician for all Services rendered pursuant to this Agreement and Physician shall not be entitled to additional compensation for time or activities spent outside the scheduled Hospitalist shift (including but not limited to time spent completing records or performing administrative duties) unless otherwise expressly agreed by District in writing.

b. Payment. The base salary is paid in equal biweekly payments on the District's regular salary and wage payment schedule.

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

5. BENEFITS / FEES / ALLOWANCES / EXPENSES. Physician shall be entitled to employee benefits available to Hospital's similarly situated exempt employees subject to and as established by Hospital's employee benefits policies and plans, including but not limited to health insurance, participation in retirement plans, continuing medical education, reimbursement for professional expenses, etc., as applicable. Physician's entitlement to such benefits shall be subject to the terms, conditions, and limits of the applicable policies and plans. Physician may obtain a summary of such benefits from Hospital upon request. Hospital retains the right to modify its employee benefits policies and plans at any time, which modification shall be binding on Physician.

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

7. POLICIES.

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

b. Personnel. As a management employee, Physician shall be subject to policies and rules in the District's personnel handbook, including attendance at District orientation, mandatory in-services and passing employee health screening exams. Physician shall be subject to the applicable provisions and terms that apply to management personnel in the personnel manual. Physician shall perform all management functions required by this Agreement in a manner consistent with other District employees' rights under the personnel manual.

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

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

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

10. DISTRICT DUTIES.

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

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

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

d. Insurance. During the term of this Agreement, District shall provide professional medical liability insurance covering Physician's Services performed pursuant to this

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

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

f. Assistance with information sharing. Physician will be applying for state student loan repayment programs. Hospital staff will agree to coordinate with those government agencies overseeing the physician's loan repayment and to provide the patient information required by their policies. Such information includes inspection of patient visitation schedules, physician office hours, financial and other records documenting that health services are being provided for patients unable to pay, financial and other records documenting that the requirements for participation in the Medicare and Medicaid programs are being fulfilled, and other documents relating to the conduct of the practice. All these exchanges of information with government loan repayment authorities will abide by HIPAA regulations to ensure patient privacy.

11. BILLING/RECORDS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

promote regulatory compliance.

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

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

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

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

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

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

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

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

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

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

13. NON-DISCRIMINATION. Physician shall uphold and abide by all laws pertaining to equal access and employment opportunities. The laws include, but are not limited to, Title VI

and VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Age Discrimination in Employment Act of 1975, the Equal Pay Act of 1963, Sections 501 & 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991 and the Americans with Disabilities Act of 1990, as amended.

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

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

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

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

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

18. Referrals. To the extent allowed by applicable law and regulations, including but not limited to 42 C.F.R § 411.354(d)(4) as it shall be amended, Physician shall be required to refer patients to Hospital for services related to Physician's Services, and Physician's compensation shall be conditioned on Physician's referrals to Hospital, provided that: (i) the requirement to make referrals to Hospital does not apply if the patient expresses a preference for a different provider, the patient's insurer determines the provider, or the referral is not in the patient's best medical interests in Physician's judgment; and (ii) the requirement to make referrals does not apply to referrals for services that are unrelated to Physician's Services rendered pursuant to this Agreement

19. Independent Judgment. Nothing contained in this Agreement or in any other agreement between the District and Physician shall be interpreted to prescribe Physician's method or manner of practice of medicine or delivery of patient care. or to influence the exercise

of independent judgement in the practice of medicine. Physician shall have complete control over the diagnosis and treatment of patients and District shall not exercise any direct supervision or control over the individual treatment of any patient. Physician's treatment and diagnosis of patients must be consistent with any rules and regulations promulgated by District dealing with the general treatment of patients.

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

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

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

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

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

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

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

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

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

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

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

c. Third Party Causes. Either the District or Physician may, by written notice to the other party, terminate this Agreement in the event that any federal, state or local government regulatory agency or entity adopts, issues or promulgates any law, rule, regulation, standard or

interpretation that prohibits, restricts, limits or in any way substantially changes the arrangement contemplated by this Agreement or which otherwise significantly affects either party's rights or obligations hereunder. If this Agreement can be amended to the satisfaction of both parties to compensate for such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment.

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

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

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

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

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

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

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

[Remainder of this page intentionally left blank]

Draft for Review

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

PHYSICIAN: Name: Stephen Lane Perry, MD
Signature: _____
Date: _____

HOSPITAL: Name: Robyn Dunckhorst
Title: Chief Executive Officer
Signature: _____
Date: _____

Draft for Review

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "B"
TO
AGREEMENT FOR PHYSICIAN EMPLOYMENT:
BENEFITS

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

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

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



EQUIPMENT PURCHASE REQUEST

Department: Residency Clinic

Dept Head Name: Dr. Feticc

Budget Year: FY22

Item Description: LOGIQ P9 XDclear general imaging ultrasound system
(please attach additional material/quote)

Justification: Portable ultrasound unit to be used in the residency clinic for training and supervised clinical care

Will not be used for confirming diagnoses

Pricing: Monthly lease amount of \$591.03 for sixty months for a total of \$35,462

Other vendors considered / additional quotes (please attach): N/A

Return on investment: Will be reimbursed by the UNLV residency clinic grant in the amount of \$6,234 annually for five years or a total of \$31,170. HGH out of pocket cost will be approximately \$4,300

Consumables / Service Agreements: Includes 5 year standard warranty with 7 year remote technical and clinical support

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

GPO - Intalere pricing verified and contract is in place N

Does this purchase include computer software or may need a Cerner interface. If yes, IT has been consulted N

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

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

Is funding source from a grant. Federal Grants must follow the policies "Procurement Standards Using Federal Grant Funds" and "Purchase and Use of Equipment Using Federal Grant Funds" Y

Department Head Approval: _____

Senior Leader Approval: _____

CFO Approval: _____

CEO Approval: _____

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



November 23, 2021
 Quote Number: 2008651068.1
 Customer ID: 1-23NRH3
 Agreement Expiration Date: 02/20/2022

Optional Financing

Please initial to indicate interest to finance

GE Healthcare Financial Services financing programs helps customers take advantage of the latest technology and improve clinical outcomes, all while preserving working capital and liquidity. 1 in 4 customers elect to finance through GE and 90% are approved within one business day after receiving the attached application.

Please see the options below to leverage the Flexibility, Liquidity, and Efficiency benefits of partnering with GE Healthcare Financial Services.

Finance Options	Term	Monthly Payment Amount *	Initial
FMV Lease (Fair Market Value)	60 Months	\$591.03	

***FMV monthly payment assumes applicable trade in applied to 1st payment and all monthly payments do not include applicable taxes.**

****Service Support Based on Attached quote POSNotapplicable**

For additional financing options or questions, please reach out to your Healthcare Financial Services representative **Mary Ban on (262) 794-7578 or mary.ban@ge.com**. To proceed, please initial the preferred option above and fill out the attached Finance Application.

Financing above to be provided by GE Healthcare Financial Services, a component of GE HFS, LLC ("GEHFS"). This is not a binding commitment on the part of GEHFS or any person to provide financing and any such commitment would be in a separate written lease contract signed by GEHFS following satisfactory completion of GEHFS' due diligence, internal review and approval process (which approvals have not yet been sought or obtained). Nothing herein is to be construed as constituting tax, accounting or legal advice by GEHFS to any person. Unless and until separate financing is agreed to by the parties, the GE Healthcare payment and billing terms set forth in the Quotation will continue to apply.

All pricing is subject to final investment and credit approval. If equipment quote includes the benefit of a trade in, the proposed financing applies the trade in value as the first payment for the Fair Market Value option and nets it out for Capital Lease option. The proposed financing does not include any optional items selected, coverage for optional service, or taxes.

All monthly payments are in arrears and subject to an increase for any and all applicable taxes. The monthly payments presented above are estimates calculated, in part, using an interest rate based on our cost to acquire the funds required to purchase the equipment as of the date hereof and remain subject to change. Your lease contract will reflect any such change and we will communicate any such change to you. If a monthly payment is provided on or before December 31st of any calendar year, but the lease does not commence until on or after January 1st of the following calendar year, the monthly payments may be adjusted by GEHFS to preserve its after-tax economic yields and cash flows and you will be notified of any such adjustments. GEHFS reserves the right to syndicate this financing to a financing partner and may make available to such financing partner any information provided (including any third-party credit report(s)) provided to or obtained by GEHFS in connection with this financing. You hereby authorize GEHFS to file an initial Uniform Commercial Code financing statement that identifies the equipment or any other assets subject to this proposed financing. If for any reason the proposed financing is not approved or funded, upon your satisfaction in full of all obligations to GEHFS, GEHFS will cause the termination of such financing statements.



Transaction Overview & Business Profile

Equipment Description: _____ New Used Upgrade Vendor: _____
 Term: 12 24 36 48 60 Other: _____
 Purchase Option: FMV \$1 Other: _____
 Legal Name: _____
 Entity: Corporation LLC Partnership Sole Proprietor Professional Entity Government Other: _____
 Tax Exempt: YES NO (If YES, please attach sales tax exemption certificate.)
 Federal Tax ID #: _____ Date Established: _____ Registered State: _____
 d/b/a Name: _____ Gross Annual Revenue: _____
 Company Website: YES NO Direct Link: www. _____ # of Physicians: _____
 Contact Name: _____ Contact Email: _____ Contact Phone #: _____
 Business Address: _____ Phone #: _____
 Equipment Site Address: _____ Phone #: _____

Ownership Profile

Number of Principals: _____ Development Company: YES NO Management Company: YES NO
 Related or Affiliated Entities: _____

Corporate Principals/Guarantors

Name: _____	Federal Tax ID #: _____	Ownership %: _____
Name: _____	Federal Tax ID #: _____	Ownership %: _____
Name: _____	Federal Tax ID #: _____	Ownership %: _____
Name: _____	Federal Tax ID #: _____	Ownership %: _____

Individual Principals/Guarantors

Name: _____	D/O/B: _____
Social Security #: _____	Ownership %: _____ Physician: YES NO Years of Industry Experience: _____
Name: _____	D/O/B: _____
Social Security #: _____	Ownership %: _____ Physician: YES NO Years of Industry Experience: _____
Name: _____	D/O/B: _____
Social Security #: _____	Ownership %: _____ Physician: YES NO Years of Industry Experience: _____
Name: _____	D/O/B: _____
Social Security #: _____	Ownership %: _____ Physician: YES NO Years of Industry Experience: _____

**If more principals/guarantors than space allows, please attach itemized disclosure including names and ownership percentages*

Applicant hereby authorizes the release of business and/or personal credit information to (1) General Electric Company, GE HFS, LLC and their affiliates, successors and assigns (individually and collectively, "GE"), from any source including credit bureau reporting agencies and Applicant's bank for the purpose of extending credit, (2) Equipment Vendor it's successors and assigns, any purchaser or potential purchaser of GE's interest in this application and any resulting agreement between Applicant and GE, and/or (3) any credit reporting agency. Applicant hereby represents all information contained in this application and authorization is true, correct and complete. A photostatic copy of this application and authorization shall be valid as the original. Signer represents and warrants that he or she is authorized to execute this authorization and release regarding credit information on behalf of the Applicant. Applicant hereby authorizes GE (or its designee, assignee or potential assignee) to execute and file any UCC financing statements in its name upon approval of the application. Applicant and any guarantor(s) expressly consent(s) to the contact by GE (or its designee, assignee or potential assignee) at the email addresses and phone numbers listed on this application.

By signing this application, the undersigned authorizes GE (or its designee, assignee or potential assignee) to require the undersigned's guarantee as a condition of the approval of this credit application as deemed necessary by GE (or its designee, assignee or potential assignee) in its sole discretion.

Authorization to Obtain Consumer Credit Report: By signing below, each undersigned individual, who is either a principal of Applicant or personal guarantor of its obligations, provides written instruction to GE or its designee (and any assignee or potential assignee thereof) authorizing review of his or her personal credit profile from a national credit bureau. Such authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal or extension of such credit and for reviewing or collecting the resulting account. A photostatic or facsimile copy of this authorization shall be valid as the original.

IF MORE THAN ONE INDIVIDUAL (NON-ENTITY) LESSEE: It is our intent to apply for joint credit _____ (each individual (non-entity) Lessee to initial in space provided)

Signature: X _____	Signature: X _____
Name: _____	Name: _____
(Please Print Here)	(Please Print Here)
Date: _____	Date: _____

Signature: X _____	Signature: X _____
Name: _____	Name: _____
(Please Print Here)	(Please Print Here)
Date: _____	Date: _____

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580. If your application for business credit is denied or conditionally approved, you have the right to a written statement of the specific reasons for the denial or the conditional approval. To obtain the statement, please send a written request to GE HFS, LLC, ATTN: Risk Manager, 9900 Innovation Drive Wauwatosa, WI 53226 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial or condition within 30 days of receiving your request for the statement. Please save a copy of this document for future reference.

Establishing a relationship with GE: To help the United States Government fight terrorism and money laundering, it is GE's policy to request information that identifies each person or business that establishes a relationship with us. Therefore, for businesses, we will ask for your business name, street address and taxpayer identification number. For individuals, we will ask for your name, street address, date of birth and Social Security number. Thank you for your cooperation.



GE Healthcare Terms & Conditions

with Automated Breast Ultrasound and ViewPoint Software Maintenance Additional Terms & Conditions

1 Definitions. As identified in this Agreement, “Equipment” is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare’s packaging and with its labeling; “Software” is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare’s packaging and with its labeling, and Documentation associated with the software; “Third Party Software” and “Third Party Equipment” are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party’s packaging and with its labeling (collectively, “Third Party Product”); “Product” is Equipment, Software and Third Party Product; and “Services” are Product support or professional services; “Subscription” is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated support Services; “Healthcare Digital Products” are: (i) Software identified in the Quotation as “Centricity”; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. “Specifications” are GE Healthcare’s written specifications and manuals as of the date the Equipment shipped. “Documentation” is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.

2 Term and Termination. Software licenses, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of expiration or termination.

3 Software License. Other than as identified in a Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer’s internal business purposes only in the United States consistent with the terms of this Agreement. Customer’s independent contractors (except GE Healthcare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. If GE Healthcare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of this Agreement.

4 Commercial Logistics.

4.1 Order Cancellation and Modifications.

4.1.1 Cancellation. If Customer cancels an order prior to shipment without GE Healthcare’s written consent, Customer will be responsible for all third-party expenses incurred by GE Healthcare prior to Customer’s order cancellation and GE Healthcare may charge: (i) a fee of up to 10% of the Product price; and (ii) for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software or Subscriptions, Third Party Products and/or related professional or installation services; those orders are non-cancellable.

4.1.2 Used Equipment. Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications (“Used Equipment”). Sale of Used Equipment is subject to availability. If it is no longer available, GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer’s needs, and if substitute Used Equipment is not acceptable, GE Healthcare will cancel the order and refund any deposit Customer paid for the Used Equipment.

4.2 Site Preparation. Customer is responsible for network and site preparation, including costs, in compliance with GE Healthcare’s written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

4.3 Transportation, Title and Risk of Loss. Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment and Third-Party Equipment passes to Customer on delivery to Customer’s designated delivery location.

4.4 Delivery, Returns and Installation. Delivery dates are approximate. Products may be delivered in installments. GE Healthcare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer’s obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance.

Products cannot be returned for refund or credit if they match the Quotation.

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For upgrades and revisions to non-Healthcare Digital Products, Customer must return replaced components to GE Healthcare at no charge.

4.5 Information Technology Professional Services (“ITPS”). ITPS must be completed within 12 months of the later of the ITPS order date or Product delivery. If not done within this time period, other than because of GE Healthcare’s failure to perform, ITPS performance obligations expire without refund. ITPS includes project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare Digital Products.

4.6 Acceptance.

4.6.1 Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications (“Equipment Test Period”). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE Healthcare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

4.6.2 Software Acceptance. Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation (“Software Test Period”). If the Software fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE Healthcare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the “Go-Live Date” as defined in the Quotation.

4.6.3 Third Party Product Acceptance. Third Party Products are accepted 5 days after delivery.

4.6.4 Subscription Acceptance. Products provided pursuant to a Subscription are accepted 5 days after GE Healthcare provides Customer access to the Products.

4.7 Third Party Products and Services. If GE Healthcare provides Third Party Products and/or Services, then (i) GE Healthcare is acquiring them on Customer’s behalf as its agent and not as a supplier; (ii) GE Healthcare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.

4.8 Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer’s planning requirements and arrange for delivery of the vehicle.

4.9 Audit. GE Healthcare may audit Customer’s use of Software, Subscription and Healthcare Digital Products to verify Customer’s compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare’s reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer’s Software license, Subscription or use of the Healthcare Digital Product.

5 Security Interest and Payment.

5.1 Security Interest. Customer grants GE Healthcare a purchase money security interest in all Products in the Quotation until full payment is received, and Customer will perform all acts and execute all documents necessary to perfect GE Healthcare’s security interest.

5.2 Failure to Pay. If, after Product delivery, Customer is more than 45 days past due on undisputed payments, GE Healthcare may, on 10 days’ prior written notice, disable and/or remove the Products.

5.3 Lease. If Customer leases a Product, Customer continues to be responsible for payment obligations under this Agreement.

6 Trade-In Equipment. Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.

7 Subscriptions. The following terms apply to all Subscriptions (excluding Healthcare Digital Products).

7.1 Commencement. Unless otherwise indicated in this Agreement or the Quotation, the Subscription commences on the date GE Healthcare provides Customer access to the Products.

7.2 Renewal / Non-Renewal. The Subscription term renews automatically for the same duration as the initial term of the Subscription unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, GE Healthcare may increase prices annually by no more than the Consumer Price Index for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days’ prior written notice. Subscriptions are not cancellable; however, either party may opt to not renew the Subscription after the initial Subscription term or any subsequent renewal term by providing at least 60 days’ prior written notice to the other party prior to renewal.

7.3 Subscription Equipment. Title to Equipment and Third-Party Equipment provided via Subscription (“Subscription Equipment”) remains with GE Healthcare. Customer will not place, or permit the placement of, liens, security interests, or other encumbrances on Subscription Equipment. Customer shall not repair or service Subscription Equipment, or allow others to do so, without the prior written consent of GE Healthcare.

7.4 Support Services. Unless otherwise noted in the Quotation, GE Healthcare will provide support Services as described in the Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

7.5 Upgrades. Included in the Subscription fees if Customer does not owe any undisputed payments, GE Healthcare will provide upgrades if and when they become available and to the extent they are provided to all GE Healthcare customers with a Subscription for the Products, at mutually agreed upon delivery and installation dates. Upgrades do not include: (i) any optional or separately licensable features; (ii) any Products not covered by the Subscription; or (iii) any virtual environment required to host an upgraded Product. GE Healthcare shall have no obligation to provide upgrades if Products are not maintained within the current major release version or the immediately prior major release version.

7.6 Access Controls. Customer must: (i) ensure users maintain individually-assigned confidential user credentials and control mechanisms to access the Subscription; and (ii) take reasonable steps to prevent unauthorized access to Products.

7.7 Post-Termination. Upon termination or expiration of the Subscription: (i) Customer must immediately discontinue use of the Products and return Subscription Equipment to GE Healthcare in proper operating condition; (ii) Customer must destroy its copies of Software and Documentation; (iii) Customer must remove its data from Subscription Equipment; (iv) GE Healthcare is not responsible for and may destroy Customer-provided information, images or data; and (v) GE Healthcare will remove Customer’s access.

7.8 Professional Services. For Services not covered under this Agreement or required due to Customer not meeting its responsibilities under the Agreement, applicable additional professional Services and fees will be required: (i) identified in the Quotation; and (ii) subject to GE Healthcare’s then-current pricing.

8 General Terms.

8.1 **Confidentiality.** Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

8.2 **Governing Law.** The law of the state where the Product is installed, the Service is provided, or the Subscription is accessed will govern this Agreement.

8.3 **Force Majeure.** Performance time for non-monetary obligations will be reasonably extended for delays beyond a party's control.

8.4 **Assignment; Use of Subcontractors.** Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line, or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

8.5 **Waiver; Survival.** If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive will survive the Agreement's expiration or termination.

8.6 **Intellectual Property.** GE Healthcare owns all rights to the intellectual property in GE Healthcare's Products, Services, Documentation, Specifications, and statements of work related to a Quotation or otherwise. Customer may provide GE Healthcare with feedback related to Products, Services, and related Documentation, and GE Healthcare may use it in an unrestricted manner.

9 Compliance.

9.1 **Generally.** Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE Healthcare will provide safety-related updates for Equipment and Software required by applicable laws and regulations at no additional charge.

9.2 **Security.** GE Healthcare is not responsible for: (i) securing Customer's network; (ii) preventing unauthorized access to Customer's network or the Product; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; (vi) third party operating systems, unless specifically provided in the Quotation; or (vii) providing or validating antivirus or related IT safeguards unless sold to Customer by GE Healthcare. **NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCTS REGARDLESS OF A PARTY'S COMPLIANT SECURITY MEASURES.**

9.3 **Environmental Health and Safety ("EHS").** GE Healthcare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE Healthcare's EHS requirements; (ii) provide a safe environment for GE Healthcare personnel; (iii) tell GE Healthcare about chemicals or hazardous materials that might come in contact with Products or GE Healthcare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.

9.4 **Parts and Tubes.** GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-validated parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

9.5 **Training.** GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation; or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months of: (a) the date of Product delivery for a Product purchase; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE Healthcare's fault, training expires without refund.

9.6 **Medical Diagnosis and Treatment.** All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

9.7 **Connectivity.** If a Product has remote access capability: (i) Customer will provide GE Healthcare with, and maintain, a GE Healthcare-validated remote access connection to service the Product; or (ii) GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

9.8 Use of Data.

9.8.1 **Protected Health Information.** If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI"), GE Healthcare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE Healthcare, Customer must ensure that all PHI stored in it is deleted.

9.8.2 **Data Rights.** GE Healthcare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE Healthcare will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE Healthcare without Customer's consent.

9.9 **Customer Policies.** GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects

GE Healthcare's ability to perform its obligations.

9.10 Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

9.11 Excluded Provider. To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

10 Disputes and Arbitration.

10.1 Binding Arbitration. Other than collection matters and actions seeking injunctive relief to prevent or cease a violation of intellectual property rights related to Products or Services, the parties agree to submit all disputes arising under or relating to this Agreement to the American Arbitration Association ("AAA") office closest to the largest metropolitan area of the location where the Product is installed or the Service is provided for binding arbitration conducted in accordance with AAA's then-current Commercial Arbitration Rules. Costs, including arbitrator fees and expenses, will be shared equally, and each party will bear its own attorneys' fees. The arbitrator will have authority to award damages only to the extent available under this Agreement. Nothing in this Section shall allow either party to arbitrate claims of any third-party not a party to this Agreement. The parties further agree to keep confidential: (i) the fact that any arbitration occurred, (ii) the results of any arbitration, (iii) all materials used, or created for use, in the arbitration, and (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain.

11 Liability and Indemnity.

11.1 Limitation of Liability. GE HEALTHCARE'S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

11.2 Exclusion of Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

11.3 IP Indemnification. GE Healthcare will indemnify, defend and hold Customer harmless from third-party claims for infringement of United States intellectual property rights arising from Customer's use of the Equipment or Software in accordance with the Specifications, Documentation and license.

11.4 General Indemnification.

11.4.1 GE Healthcare will indemnify, defend and hold Customer harmless from losses which Customer becomes legally obligated to pay arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE Healthcare's: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

11.4.2 Customer will indemnify, defend and hold GE Healthcare harmless from losses which GE Healthcare becomes legally obligated to pay arising from third party claims brought against GE Healthcare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer's: (i) medical diagnosis or treatment decisions; (ii) misuse or negligent use of the Product; (iii) modification of the Product; or (iv) material breach of this Agreement.

11.5 Indemnification Procedure. For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification; (ii) the indemnifying party will control the defense; (iii) the indemnified party may retain counsel at its own expense; and (iv) the indemnifying party is not responsible for any settlement without its written consent.

12 Payment and Finance.

12.1 Late Payment. Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

12.2 Taxes. Prices do not include applicable taxes, which are Customer's responsibility.

12.3 Customer Payment Obligation. If installation or acceptance is delayed more than 90 days because of any reason for which Customer or its subcontractor is responsible, GE Healthcare will provide written notice and bill the remaining balance due on the order, and Customer must pay according to the payment terms listed on the Quotation.

13 Notices. Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE Healthcare to General Counsel, 9900 W Innovation Dr., Wauwatosa, WI 53226.

14 Invenia Automated Breast Ultrasound. CUSTOMER IS REQUIRED TO COMPLETE INVENIA APPLICATIONS TRAINING AND INVENIA RADIOLOGIST TRAINING PRIOR TO CLINICAL USE. Invenia applications training is identified in the Quotation(s) and will be completed through the GE Healthcare applications training courses. Invenia radiologist training can also be purchased separately from GE Healthcare.

15 Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

15.1 Overview. GE Healthcare will, in accordance with the terms and conditions of this section, maintain, support and update: (i) Products provided via Subscription (excluding Healthcare Digital Products); and (ii) ViewPoint Software licensed by Customer ("ViewPoint Software") and

HIS interface software installed in the United States covered by a Software Maintenance Agreement (“SMA”).

15.2 Scope.

15.2.1 Software Support and Maintenance. GE Healthcare will use reasonable efforts to provide Error Correction (defined below) for verifiable and reproducible Errors (defined below) within a reasonable time after: (a) Customer reports the Error to GE Healthcare; or (b) detection by GE Healthcare. Updates (defined below), if released, will be provided at no additional cost as a part of this maintenance commitment. New functionality must be purchased separately, unless otherwise agreed.

15.2.2 Equipment Maintenance. Preventative maintenance service may be required periodically during normal business hours of 8:00 a.m. to 5:00 p.m. (local time) on mutually agreed dates. Customer will make the Equipment available for preventative maintenance upon GE Healthcare request. Additional services to be performed, including specific additional terms thereof, shall be specified in the Quotation or alternate schedules.

15.2.3 Definitions. “Error” means any Software-related problem that: (i) materially interferes with Customer’s use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. “Error Correction” means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. “Update” means a change that provides Error Corrections and/or enhances functionality of the Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.

15.2.4 Hotline Support. GE Healthcare will provide phone and email support during standard business hours, excluding GE Healthcare holidays, for problem solving, Error resolution and general help.

15.2.5 Remote Access Support. GE Healthcare may access Software remotely via Customer’s network and GE Healthcare-supplied secure tunnelling software to monitor Software parameters to help prevent and detect Errors. Customer will reasonably cooperate with GE Healthcare to establish remote connections. Certain modules require remote access in order to obtain support.

15.2.6 Warranty. GE Healthcare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Services as long as Customer provides prompt written notice to GE Healthcare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED “AS IS”. GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

15.2.7 Exclusions. GE Healthcare has no obligation to Customer for: (i) use of Products in combination with software, hardware, or services not recommended in writing by GE Healthcare; (ii) use in a manner or environment for which GE Healthcare did not design or license the Products, or in violation of GE Healthcare’s recommendations or instructions; (iii) interface configuration (often referred to as HIS, PACS or EMR interfaces necessary due to changing vendors or versions); (iv) reorganization of Customer data; (v) consulting or software engineering and programming; (vi) support of Products outside the scope of the foregoing maintenance commitments; (vii) failure to use or install, or permit GE Healthcare to use or install, Error Corrections or Updates; (viii) failure to maintain Products within the current major release version or the immediately prior major release version; (ix) defects in products or services not made and provided by GE Healthcare; (x) any cause external to the Products or beyond GE Healthcare’s control; (xi) failure of Customer’s network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with Products; and (xiv) migration of Software to different hardware or operating systems.

15.2.8 Software Maintenance Agreement Term. The following applies to ViewPoint software and HIS interface software only: The SMA term and start date is identified in the Quotation and its related Schedule A. Either party may terminate the SMA without cause after the first anniversary by providing at least 90 days’ prior written notice to the other party. SMA payments are due within 30 days after receipt of GE Healthcare’s invoice.



GE Healthcare Warranty Statement

1. Warranty.

1.1. **Equipment.** For non-customized Equipment purchased from GE Healthcare or its authorized distributors, unless otherwise identified in the Quotation, GE Healthcare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE Healthcare or its authorized distributors.

1.2. **Software.** For Software licensed from GE Healthcare, GE Healthcare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. “Disabling Code” is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.

1.3. **Services.** GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.

1.4. **Used Equipment.** Certain Used Equipment is provided with GE Healthcare’s standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is provided “AS IS” and is not warranted by GE Healthcare.

1.5. **Accessories and Supplies.** Warranties for accessories and supplies are at www.gehealthcare.com/accessories.

1.6. **Third Party Product.** Third Party Product is covered by the third party’s warranty and not GE Healthcare’s warranties.

1.7. **Subscription Products.** Products provided via Subscription (excluding Healthcare Digital Products) are not covered by this Warranty Statement. Instead, the Subscription Products and ViewPoint Software Maintenance Terms and Conditions apply.

2. **Remedies.** If Customer promptly notifies GE Healthcare of its claim during the warranty and makes the Product available, GE Healthcare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare’s then-current service rates and subject to personnel availability. GE Healthcare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE Healthcare replaces Equipment or a component, the original becomes GE Healthcare property and Customer will return the original to GE Healthcare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE Healthcare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE Healthcare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

GE Healthcare may provide a loaner unit during extended periods of Product service. If a loaner unit is provided: (i) it is for Customer’s temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare’s instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED “AS IS”. GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

3. **Limitations.** GE Healthcare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE Healthcare; and (c) in a manner or environment for which GE Healthcare did not design or license it, or in violation of GE Healthcare’s recommendations or instructions.

In addition, these warranties do not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE Healthcare’s control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or calibration; (v) network and antenna installations not performed by GE Healthcare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE Healthcare (ix) Products immersed in liquid; and (x) replacement of disposable or consumable items.

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY

Partial System Equipment Upgrades for CT, MR, X-Ray, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6

months (only applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year

Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs

Performix 160A (MX160) Tubes: 3 years

X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months

X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for \$30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to original equipment manufacturer (“OEM”) guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer’s responsibility.

Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.

OEC New or Exchange Service Parts: 120 days

OEC Tubes and Image Intensifiers: 1 year

OEC Refurbished C-Arms: 1 year after installation

IGS Large Display Monitor: Warranty coverage excludes damage caused by Customer abuse

HealthNet Lan, Advantage Review — Remote Products: 3 months

LOGIQ e, Venue 50, Venue Go, Versana Active and related transducers purchased with them: 5 years

LOGIQ V1, LOGIQ V2, Vivid iq, Vscan and Vscan Extend and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Transducers: TEE Probes,

Carts: Venue 50 Docking Cart, Venue Go Cart, Venue Go mounting cradle, LOGIQ e Isolation Cart, LOGIQ e Docking Cart, and LOGIQ V1/V2 Cart

Other Accessories: Batteries (internal & external), and printers and peripherals, TEE cleaning & storage system, ICECord Connector and printers

Warranty covers defective parts and components and includes: (i) repair at GE Healthcare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling.

LOGIQ P9 R2.5 and newer and, Versana Premier, Versana Balance, Venue and related transducers purchased with them: 5 years

Voluson P8 BT18 and newer, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 along with related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external) and printers and peripherals, TEE cleaning & storage system

Transducers: TEE Probes

Warranty covers defective parts and components and includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE Healthcare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

ADVANCED MEDICAL BUILDERS, INC.

885 N Shepard St.
Anahaeim, CA 92806
(714) 634-4430
www.ambcorp.net
Lic. # 824317



January 17, 2022

Robyn Dunckhorts
Humboldt General Hospital
Winnemucca, NV

ARCHITECTURE / ENGINEERING PROPOSAL

Project: Humboldt General Hospital – Philips Cath Lab Suite

Dear Robyn:

We are pleased to submit our Design Proposal for the proposed **Cath Lab Suite** located at Humboldt General Hospital in Winnemucca, NV. This proposal includes design documents for Architectural, Mechanical, Electrical and Structural and all City / State coordination as required for issuance of the building permit. This proposal shall be considered Part A of a two part proposal with Part B construction being submitted at a later date based on prepared design documents. This proposal is not a stand alone A&E proposal and the price for A&E services is contingent upon executing Part B.

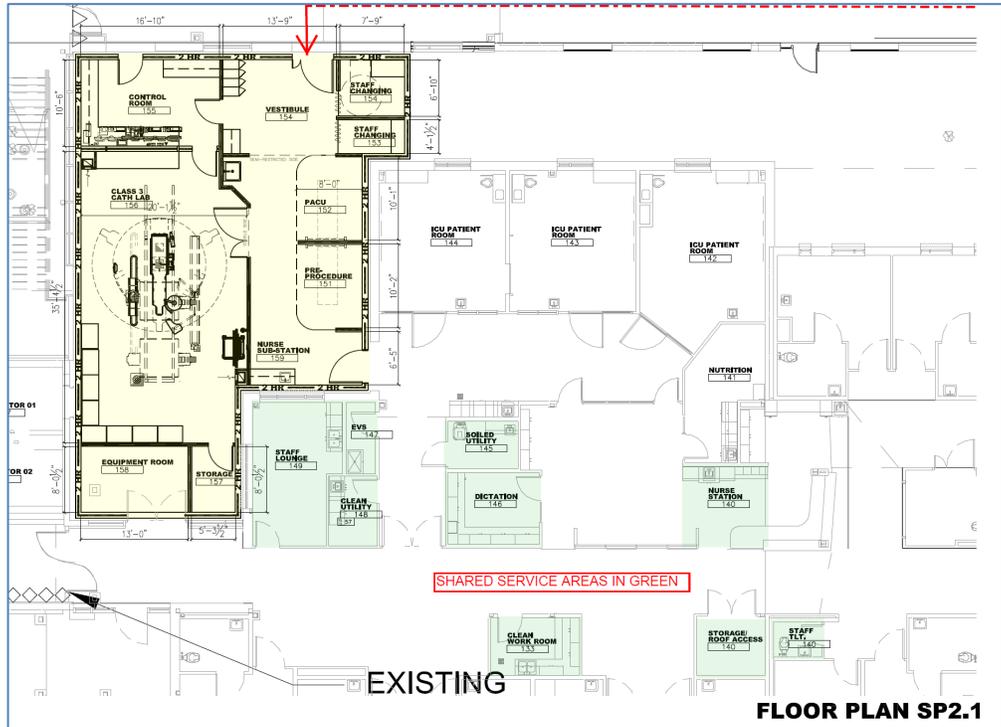
This proposal includes Architectural/Engineering services to complete the required City / State design drawings in accordance with Philips Equipment Specifications, Owner requirements and provided conceptual space plan provided. Our price for the work outlined in this proposal is: **\$279,400.00 (TWO HUNDRED SEVENTY NINE THOUSAND FOUR HUNDRED DOLLARS AND 00/100)**

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

We appreciate the opportunity to provide you with a proposal for our Design Services and look forward to working with you and your staff.

Respectfully Submitted,
ADVANCED MEDICAL BUILDERS, INC.

Greg Laube
President



A&E services include all areas highlighted above in Yellow plus 2nd floor office space

FEE BREAKDOWN:

- Architecture Design Documents - \$86,000
- Architecture Administration (Construction Phase) - \$25,000
- Structural Engineering - \$47,000
- Civil Engineering - \$22,500
- Mechanical Engineering - \$47,000
- Electrical Engineering - \$46,500
- Reimbursables (travel, printing, testing, etc) - \$5,400

SCOPE OF SERVICES

1. Provide a complete design-build set of NON-BID Architectural/Engineering drawings inclusive of all details, notes, specifications, schedules and elevations required to obtain approval from the local and State jurisdictions. AMB shall not be required to commence with design drawings without written approval of conceptual floor plan from Owner. Upon receipt of all required information and sign offs, including Equipment specifications and Final Equipment drawings provided by vendor, AMB shall submit drawings to the Local / State plan check within **(90)** Calendar days. All responses for back check corrections and comments from plan check officials are included. The design services included in this proposal are based on completing this project as a Design-Build.
2. All Architectural and Engineering services to be completed by professionals licensed in the State of Nevada and shall include Architectural, Civil, Structural, Mechanical and Electrical only. Physicist calculations are included as part of design documents
3. Provide all coordination, Travel, Blueprinting and Processing of permit paper work as required to obtain approvals. Plan check fees are Excluded from this proposal. All plan check fees and permit fees shall be paid for by Customer as a reimbursable.

4. The following scopes of work are excluded and shall be design-build by the owners designated vendor(s), during the construction phase, if applicable: Fire alarm, Nurse call, Phone/Data Cabling, Fire Sprinklers, and Security System.
5. Revisions to the drawings after final layout is approved will be performed on a time and material basis based on the labor rates included herein. This cost shall be in addition to this proposal amount.
6. ADA design requirements outside of the immediate work area as may be required by Local or state jurisdictions to fulfill ADA quotas are excluded. Any ADA upgrades to the building outside our work area or parking lot shall be extra services.
7. Reserved
8. Governmental Agency Fees are excluded.
9. Special studies, including but not limited to, life cycle cost analysis, emissions studies, Parking Studies, solar energy studies and traffic studies are excluded.
10. Specialized audio-visual and acoustical consulting services are excluded.
11. Destructive testing and inspection to identify concealed existing conditions are excluded.
12. Electrical service load recordings, water, sewer, natural gas and other public utility service capacities and existing conditions are excluded.
13. Emergency or back up generator equipment are excluded. Electrical service upgrades are excluded. This proposal assumes the Hospital electrical distribution system has capacity for all proposed equipment.
14. Preparation of existing as-built conditions. Proposal is based on the owner providing a complete set of construction documents for the existing structure.

TERMS OF AGREEMENT

BILLING:

Invoices for services shall be submitted on a monthly basis and are payable within 30 days after the invoice date. Payments will be based on percentage of completion.

SERVICE TERMINATION:

This Agreement may be terminated within 7 days written notice by either party for failure of the other party to substantially perform in accordance with its terms, through no fault of the party initiating the termination. AMB shall be compensated for all services performed and reimbursables prior to and up to the termination date.

CONSTRUCTION COSTS:

Establishment or proposal of Construction Budgets does not create a fixed limit of construction costs as a condition of this agreement and this agreement does not include construction cost estimating.

DISPUTE RESOLUTION:

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 arbitration or the limitation of legal or equitable proceedings by either party. The Client and AMB shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party whose signature appears on this agreement. 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.

INDEMNIFICATION:

The Design Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or costs (including reasonable attorney's fees and costs of defense) to the extent caused by the Design Professional's negligent acts, errors or omissions in the performance of professional services under this agreement and those of his or her sub consultants or anyone for whom the Design Professional is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any damage, liability or costs (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. The Design Professional is not obligated to Indemnify the Client in any manner whatsoever for the Client's own negligence.

STANDARD OF CARE

In providing services under this Agreement, AMB shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. AMB's services shall perform these services with reasonable diligence and expediency consistent with sound professional practices

OWNERSHIP OF DOCUMENTS

Notwithstanding the foregoing, AMB and Consultants, retain ownership of all right, title, and interest, including, but not limited to, all copyright interest, in the instruments of service contained in such drawings and or electronic documents. AMB and Consultants grant the Client and its Owner a non-exclusive, non-transferable, without rights to sublicense, license solely to use the instruments of service for the project set forth in this request for proposal. For the purposes of this paragraph, instruments of service shall include, but not be limited to, details, drawings, plans, specifications, renderings, models, and reports."

USE OF ELECTRONIC MEDIA

Copies of Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by AMB, or Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by AMB and Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, AMB and Consultant make no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those in use by AMB or Consultant at the beginning of this assignment.

CONTINGENCY:

Inevitably, unexpected site conditions may arise, the drawings may contain minor errors and/or omissions, the Owner may want to make changes during construction, etc. It is advised that the Owner set aside an appropriate amount of contingency capital to account for these issues.

SEVERABILITY:

If any part of this contract is deemed unlawful or unenforceable, then that portion shall be voided. However, the remainder of the contract shall remain in full force and affect.

TOTAL AGREEMENT:

This contract shall be considered the entire agreement between the respective parties. Unless otherwise amended in writing and signed by all relevant parties; no other verbal, written, etc. communication shall be considered as part of the agreement for this specific project.

Submitted By:
Advanced Medical Builders, Inc.

Accepted By:

Greg Laube, President

Date: 1/17/22

Date: _____

PROFESSIONAL SERVICES AGREEMENT

(PHYSICIAN ASSISTANT FULL TIME EMPLOYMENT)

This Professional Services Agreement (the "Agreement"), made and entered into effective the ____ day of _____, 2022 by and between the District (as defined below) and Robert J. Johnson, PA-C (the "Physician Assistant" or "Employee"):

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

PHYSICIAN: **Robert J. Johnson, PA-C**
5545 Patrician Way
Winnemucca, NV 86445
johnsonr@hghospital.org

RECITALS

All terms and conditions contained in Agreement are subject to Humboldt County Hospital District Board approval.

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

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

2. Physician Assistant is, or will be at the time services are to be provided pursuant to this Agreement, qualified and licensed to practice in the State of Nevada, with experience and capability in providing Practice Specialty services, and desire to provide to 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:

AGREEMENT

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

1. PHYSICIAN ASSISTANT SERVICES/TERM. Subject to the terms and conditions herein, District shall utilize Physician Assistant services for the term of this Agreement shall be three (3) years from the Effective Date subject to earlier termination as provided in this Agreement. The Agreement shall automatically renew for successive one (1) year terms unless one party provides notice to the other party at least ninety (90) days prior to the end of the effective term. The Physician Assistant shall devote Physician Assistant's professional efforts to performance of this Agreement and, to the extent it does not interfere with Physician Assistant's performance of any duty or obligation hereunder, Physician Assistant may accept non-District assignments without advance consent of the District. For purposes of this Agreement, the Physician Assistant shall be an "exempt" employee under applicable federal and state wage and hour laws, not eligible for overtime compensation or benefits pursuant to such laws.

2. PHYSICIAN ASSISTANT DUTIES. During the term of this Agreement Physician Assistant shall:

a. Personally provide a full range of customary Practice Specialty services: (i) to patients utilizing the Clinic; (ii) to patients accepted under District Facilities' rules, regulations and policies; (iii) to patients admitted to the District Facilities; and, (iv) to patients at District medical facilities in outlying Humboldt County.

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

c. In all matters connected with the Practice Specialty services, Physician Assistant shall exercise Physician Assistant's Independent professional judgment, unless otherwise directed by the Physician Assistant's supervising physician.

d. Meet the standards and requirements of: (i) the District, including core measures defined by CMS and appropriate levels of patient experience perspectives (HCAHPS); (ii) appropriate licensing agencies, including the State of Nevada; and, (iii) any other relevant community standards.

e. Perform all duties in an ethical, professional and competent manner.

3. PHYSICIAN ASSISTANT HOURS.

a. At Clinic. Physician Assistant shall be available as scheduled in the Clinic for a full-time practice, defined as a minimum average of forty (40) hours per week except when there is no physician on clinic schedule usually every other Monday. The Clinic schedule will be determined by the Administrator based on anticipated patient demand and the needs of the Hospital, with reasonable effort to accommodate Physician Assistant's scheduling preferences; however, the schedule is subject to change based on District needs and/or patient demand.

b. Otherwise. To the extent the regular Clinic hours are not needed for services specified in section 3.a. herein, Physician Assistant shall participate in and assist District in providing in-service training to its other employees, CME for District staff, community education, community outreach programs, medical screenings and administrative activities as assigned by the Employer.

4. COMPENSATION/BENEFITS

a. Base Compensation. District shall pay Physician Assistant a base compensation

salary of One Hundred Eighty Thousand Dollars (\$180,000) for each Agreement year. The base compensation salary is paid in equal biweekly payments on District's regularly scheduled payroll dates during the term.

b. Other Compensation or Reimbursement. District shall reimburse Physician Assistant for reasonable and customary business or travel costs and expenses for commercial carrier travel, airline travel, vehicle rental, mileage for personal vehicle use, parking, lodging, and meals incurred by Physician Assistant for providing services to or on behalf of District. The costs and expenses allowed by this section do not include reimbursement for personal expenses of Physician Assistant or any expenses of Physician Assistant's family members. District shall not be responsible for any other business or travel expenses of Physician Assistant unless otherwise agreed to in writing prior to incurring such expenses. Physician Assistant shall be compensated Five Hundred Dollars (\$500.00) for after hours (1700 or later) if called upon to assist in OR for surgical procedures.

c. CME. The District shall permit Physician Assistant to utilize five (5) working days (in addition to PTO) with pay each Agreement year for the purpose of attending approved continuing medical education (CME) in Practice Specialty subjects to maintain Physician Assistant's current credentials and professional licensure, and District will pay or reimburse up to \$2500 per Agreement year in associated pre-approved travel, lodging, accommodations, meals, mileage, registration and course fees, both for on-site and on-line programs, necessary for CME and CME materials, provided that Physician Assistant shall obtain the Employer's advance approval of the schedule for CME requiring travel outside the northern Nevada regional area. All or any unused portion of the CME days or unexpended funds for costs or reimbursement remaining at the end of each Agreement year shall be forfeited.

d. Benefits. District shall provide Physician Assistant with the following benefits:

i. Accrued Benefits. A total of thirty (30) days (240 hours) paid time off ("PTO") per Agreement year (as herein defined), which is an all-purpose time off policy for vacation, sick leave, injury leave, holidays and personal business. The accumulation rate for PTO is .115385 hours per paid hour calculated each biweekly pay period (e.g., 80 paid hours every biweekly pay period times .115385 equals 9.2308. Accumulated hours, and 9.2308 accumulated hours per pay period times 26 pay periods per year equals 240 hours per year). When the PTO accrual reaches 240 hours in any Agreement year, the accrual of PTO ceases and does not begin again until the then accrued PTO is used or reimbursement is made to reduce the accrued PTO to less than 240 hours. Payment of PTO shall be based upon an hourly prorating of Physician Assistant's base compensation salary then in effect. If Physician Assistant does not use all or any portion of the PTO in any Agreement year, the unused portion shall roll over and be available for use in a subsequent Agreement year; provided, however, the maximum amount of PTO that can be accrued and/or rolled over is 240 hours. Upon request by Physician Assistant, but not more frequently than four times (4X) per Agreement year, Physician Assistant is entitled to receive compensation in lieu of time off for accrued PTO; provided, however, Physician Assistant shall be entitled to a maximum payment each Agreement year for 120 hours (3 weeks or 15 days) of PTO. Physician Assistant is entitled to receive compensation for accrued PTO benefits at the end of the term. Upon written request by Physician Assistant, but not more frequently than one time (1X) per calendar quarter, District shall provide Physician Assistant with a summary report of used and unused PTO.

ii. Non-accrued Benefits. Medical, dental, vision, prescription drug and life Insurance (Physician Assistant only) coverage shall be paid by District for Physician Assistant, Physician Assistant's spouse and Physician Assistant's dependent children consistent with the health and welfare benefit plan provided employees of the District.

iii. Retirement. The District share of the contribution for the State of Nevada Public

Employees Retirement System ("PERS") plan selected by the Physician Assistant in accordance with PERS rules and regulations then in effect.

e. License Fees. The District shall pay the license fees for Physician Assistant to maintain a valid Nevada license to provide Practice Specialty services within the State of Nevada.

f. Professional Dues. Professional dues and subscriptions from professional organizations are the responsibility of Physician Assistant, excepting a subscription to the "Up-to-Date" medical resource, which shall be paid by the District.

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

The compensation contemplated by this Agreement is consistent with the fair market value of the Physician Assistant 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 or any other federal or state health care program or under any other third-party payor program.

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

6. PERSONNEL POLICIES. As a professional and management employee, Physician Assistant shall be subject to all policies in the District's personnel manual, including attendance at District orientation, mandatory In-services and passing employee health screening exams. Physician Assistant shall be subject to the applicable provisions and terms that apply to management personnel in the personnel manual. Physician Assistant shall perform all management functions required under the terms of this Agreement in a manner consistent with other employees' rights under the personnel manual. Physician Assistant shall report directly to the Administrator and shall abide by District personnel policies applicable to District employees and employee contractual commitments. In the event of conflict between the District personnel policies and rules and any other District policies or bylaws, the District personnel policies and rules shall control.

7. SUPERVISION. Physician Assistant shall be under the direct supervision of the Administrator of the District for all non-clinical and administrative aspects of Physician Assistant's employment. Supervision shall include direction, evaluation, performance review, granting of leave, scheduling, termination of employment, and other usual and customary tasks of supervisory and management responsibility. Supervision for clinical or professional aspects of Physician Assistant's employment shall be by the Physician Assistant's supervising physician or by the Administrator with the concurrence Physician Assistant's supervising physician or qualified peer medical professional.

8. DISTRICT DUTIES.

a. Facilities. In addition to the compensation and benefits as provided in section 4

herein, District shall provide, at District expense, an office space at the Clinic. The space shall include such amenities as are reasonably necessary, in the good faith opinion of the District, to the conduct of a Practice Specialty practice, including access to a waiting room, reception area, examining room(s), restroom(s), personal office space and patient parking.

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

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

d. Insurance. District shall, at District expense, obtain and maintain professional liability insurance covering Physician Assistant's Practice Specialty practice pursuant to this Agreement in such amounts as required by the District's professional staff policies during the term of this Agreement and not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. If such Insurance is obtained on a claims-made basis, it shall provide for its continuation or "tail coverage" after termination of services hereunder. Physician Assistant shall promptly notify District of any claim or threatened claim based on services rendered by Physician Assistant, under Physician Assistant's supervision, or at the District Clinic 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.

e. Laboratory / Diagnostic Services. District will provide at the District Clinic such laboratory and other diagnostic services as are customary and reasonable for a Practice Specialty practice, including reasonable courier and other communications services necessary to transmit samples or results. Within its regular scope of services, District also offers various laboratory and radiology services at District facilities.

9. BILLING/RECORDS.

a. Billing/Assignment. Physician Assistant assigns to District all of Physician Assistant's right, title and interest to payment from or on behalf of patients or other recipients of professional services rendered by Physician Assistant or under Physician Assistant's supervision during the term of this Agreement. Physician Assistant 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 Assistant's services, Physician Assistant shall not waive or compromise any obligation, payment, deductible or copayment for any service rendered pursuant to this Agreement and shall promptly and accurately complete and sign all billing reports, diagnoses, certifications, and attestations necessary for the District to bill and collect for professional services rendered by Physician Assistant or under Physician Assistant's supervision pursuant to this Agreement. District shall retain all amounts received or collected for Physician Assistant's services as District property. Physician Assistant shall not seek to bill or collect from any third-party payer or any patient in violation of this Agreement.

b. Medical Records. Physician Assistant shall create and maintain accurate, complete, readable and timely records of all care and patient services rendered. 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. The District shall provide reasonable transcription service for Clinic record keeping. Patient records shall not be removed from the District facilities or transferred from the District EHR system 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; and, (ii) within one (1) business day of receipt and review for lab reports, radiology reports, letters from other providers and transcriptions.

c. Non-Medical Records. Physician Assistant shall keep current, readable and accurate records reflecting the amount of time devoted by Physician Assistant to Clinic services.

d. Books / Records Availability / Retention. In accordance with Section 186j.(v)(l)(1) of the Social Security Act, and the implementing regulations, Physician Assistant 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 Assistant necessary to certify the nature and extent of the costs related to the Physician Assistant for performance of this Agreement. Such books, documents and records shall be preserved for six (6) years after the furnishing of services by Physician Assistant 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 Assistant's books, documents, and records; ("Books") as are necessary to certify the nature and extent of such costs.

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

(iii) **Ownership.** All the Physician Assistant's work product and records related to services provided to District pursuant to this Agreement shall be and remain the property of 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 Assistant relative to Physician Assistant's services. for the District and District shall make such records reasonably available to. Physician Assistant upon request.

e. Confidentiality. Physician Assistant shall maintain the confidentiality of all patient care information and of all District and Clinic business and financial data, patient lists, and other trade secrets and confidences. Physician Assistant shall follow appropriate procedures to ensure that patient confidentiality rights are not abridged in accordance with applicable state and federal confidentiality and disclosure laws and regulations. Physician Assistant 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 Assistant knows are not under any obligation to refrain from divulging such information.

10. PHYSICIAN ASSISTANT WARRANTIES. Physician Assistant represents and warrants that:

a. Physician Assistant is a certified physician. assistant, duly licensed as of the effective date of this Agreement and in good standing, without restriction, as a registered physician assistant in the State of Nevada.

b. Physician Assistant 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 Assistant will abide by all procedures, practices and administrative regulations promulgated by Medicare and Medicaid.

c. Physician Assistant will maintain the Nevada license to engage in Practice Specialty services, and the Medicare and Medicaid practice eligibility in good standing, without restriction or challenge, throughout the term of this Agreement.

d. Physician Assistant will on request by District and at District's expense, if any, apply for and promptly take any steps necessary to qualify for, obtain and maintain throughout the term of this Agreement a 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.

e. Physician Assistant 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.

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

11. NON-DISCRIMINATION. Physician Assistant shall 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 Americans with Disabilities Act of 1990, as amended.

Physician Assistant shall not discriminate against any patient, District employee or any other individual the Physician Assistant comes into contact with by reason of the duties assumed 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).

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

13. IMMUNITY. To the extent the services provided 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 Assistant with the protections and immunity from liability granted such peer review activities pursuant to applicable law.

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

termination of this Agreement,

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

16. EVALUATION OF SERVICES. 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 Assistant and District agree to participate in open dialog and negotiations regarding Physician Assistant or District developments that may affect the manner in which services are provided and/or the services that Physician Assistant or District may choose to provide. The development of new programs of patient care by Physician Assistant shall be discussed with the appropriate medical advisors and approved by District before being instituted.

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

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

(i) License. Denial, termination, restriction, or suspension of Physician Assistant's license to engage in Practice Specialty services in the State of Nevada, or Physician Assistant's right of participation in Medicare, Medicaid, or any provider panel designated pursuant to this Agreement.

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

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

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

(v) District Facilities Closure. Closure of all or any part of the District Facilities for any reason, including damage or destruction to the physical facilities or loss of licensing.

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

c. Third-party Causes. Either District or Physician Assistant may, by written notice to the other party, terminate this Agreement in the event that any federal, state or local government agency passes, issues or promulgates any law, rule, regulation, standard or interpretation that prohibits, restricts, limits or in any way substantially changes the arrangement

EXHIBIT "A"
TO
AGREEMENT FOR PHYSICIAN ASSISTANT EMPLOYMENT
GENERAL PROVISIONS

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

B. APPLICABLE LAW. This Agreement and all rights and obligations here under 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 Assistant and shall not be transferred or assigned by Physician Assistant 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 for the District under this Agreement, there shall be compliance by Physician Assistant with all applicable laws, regulations and rules, and applicable District policies, procedures and bylaws, as enacted and amended from time to time, including policies relative to illegal harassment, and drug and alcohol free workplace.

G. CONSTRUCTION. Whenever the construction of this Agreement requires, singular terms shall be deemed plural, and plural the singular; and masculine shall be deemed to be feminine or neuter, and feminine the masculine or neuter. 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 Assistant" shall include, when the context requires inclusion, all Physician Assistant associates, subcontractors and agents of Physician Assistant used to provide services or carry out Physician Assistant 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 Assistant's employment concerning a nori medical Issue shall be the subject of Informal discussions between Physician Assistant and the Hospital Physician Services Director. If no agreement can be reached between Physician Assistant and Physician Services Director, the decision of the Physician Services Director may be referred to the Administrator for a decision; Any questions or disagreement concerning standards of professional practice or the medical aspects of the services furnished by Physician Assistant shall be referred to a peer or peer group (up to three (3) persons) of qualified medical professionals selected. by the Physician Assistant. arid the Administrator, which peer or peer group recommend a resolution of the matter to the Administrator. If Physician Assistant is dissatisfied in either case with the decision of the Administrator, then upon the written request of Physician Assistant submitted to the Administrator on or before the expiration of five (5) working days after the. decision is tendered, the dispute will be submitted to a committee (less than a quorum) appointed by tile 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 Assistant consents to and allows District or employees of District to initiate electronic communications (whether by email, facsimile, or other mode) to Physician Assistant and to respond to electronic communications from Physician Assistant 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 Assistant 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 falls 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 other party, including the other 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 prevailing party shall be entitled to reasonable attorney's fees, which fees shall be set by the court in the action in addition to any other costs assessed by the Court.

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

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

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

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

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

If, in the opinion of counsel for the District, changes in federal or state statutes or regulations, or court interpretations of statutes or regulations applicable to District, render this Agreement or any of its provisions illegal, or significantly impair or restrict District's entitlement to reimbursement for services rendered by Physician Assistant, 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 Assistant. 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 17 herein.

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

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

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

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

W. VENUE. In the event litigation is used to enforce or interpret the provisions of this Agreement such litigation is to be brought in the jurisdiction of the state of Nevada, District Court

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

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

EXHIBIT "B"
TO
AGREEMENT FOR PHYSICIAN ASSISTANT EMPLOYMENT:
BENEFITS

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

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

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

RADIOLOGY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into effective as of the ____ day of _____, 2022 by and between:

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

RADIOLOGIST: **NorthStar Imaging, Inc.**
a Nevada Corporation
25 McCabe Dr
Reno NV 89511
Email: rleckie712@aol.com

RECITALS

1. Humboldt County Hospital District ("District" or "Employer") operates Humboldt General Hospital ("Hospital") an acute care medical facility with critical access designation, Harmony Manor ("Harmony Manor"), a long-term skilled nursing medical facility, Quail Comer Life Enrichment Community ("Quail Comer"), a memory care long-term skilled nursing medical facility, the Hospital Clinic ("Clinic") and Resident Clinic ("Resident Clinic"), medical clinics offering the professional services of health care providers, and HGH EMS ("EMS") an emergency medical services operation providing ambulance and advanced life support services (collectively such facilities are sometimes referred to herein as the "District Facilities"), in Winnemucca, Humboldt County, Nevada, and has a need for a qualified, licensed Orthopedic Surgeon at the District Facilities to serve the interests of the District, the District patients and the residents of Humboldt County.
2. Radiologist is qualified and licensed to practice in the State of Nevada, with experience and capability in providing and managing professional radiology services, and desires to provide to Hospital the services described in this Agreement.

AGREEMENT

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

1. **RADIOLOGIST SERVICES/RESPONSIBILITIES.** Radiologist shall have the exclusive privilege of furnishing professional radiology services for the Hospital in compliance with Hospital medical staff bylaws, rules and regulations, policies and procedures, applicable laws, regulations and accreditation standards and pertinent codes of medical ethics. The radiology services shall include, but are not limited to, general x-ray, CT scanning, ultrasound services, MRI services, bone density analysis and nuclear medicine. In providing such services, Radiologist shall:

a. Dr. Leon Jackson is a properly licensed, certified and accredited professional Radiologist on site at HGH not less than four (4) days per week from 9:00 a.m. to 4:00 p.m. each day to provide fluoroscopy and other hands-on procedures. The Radiologist professionals shall devote such additional time at HGH as is necessary for the purpose of organizing and maintaining the interpretive reading services rendered by Radiologist professionals for HGH in accordance with patient needs. Dr. Leon Jackson will serve as the Director of Radiology Department at HGH.

b. Provide properly licensed, certified and accredited Radiologist professionals via teleradiology twenty-four (24) hours a day every day for interpretation of high resolution Teleradiography images in accordance with American College of Radiology Standards as requested by HGH for primary diagnosis, and provide stat readings with verbal and/or written reports within one (1) hour of receiving an image during the day and within one (1) hour of receiving an image during the night. Typewritten reports will be provided within twenty-four (24) hours of reviewing the images. The turnaround time exception is Mammography which may take up to one (1) week while waiting for comparison studies to arrive before dictating the case.

c. Provide all professional personnel, non-professional personnel and administrative support personnel (collectively the "Radiologist associates") Radiologist deems necessary to provide professional radiology services for the Hospital under this Agreement.

d. Provide consultation services for members of the Hospital medical staff either in person, via telephone or through the use of teleradiology.

e. Coordinate with the Hospital's medical staff, nursing staff, paramedical staff and administrative staff to optimize the efficient utilization of professional radiology services and to evaluate and assure that qualified personnel are available in accordance with this Agreement at all times to provide Hospital professional radiology services and to assure quality patient care at the Hospital, including providing Hospital with a schedule of Radiologist professionals on-call at least one (1) week before the schedule becomes effective and notify the radiology department of HGH of any changes in the call schedule in a timely manner.

f. Assist in the development of, and actively participate in, a quality assurance program for Hospital and a utilization review program of radiology services at HGH and provide professional teaching and education programs for training of Hospital personnel working as radiology technicians in the HGH radiology department.

g. Advise Hospital of proper radiation safety standards for protection of personnel and patients against radiation hazards and the maintenance of proper safety precautions as required in accordance with law.

h. Coordinate with Hospital to evaluate and assure that the Hospital has sufficient equipment, supplies and personnel to provide professional radiology services in a timely and effective manner.

i. To bill fees to all patients for services rendered in the HGH radiology department. All billing statements will include specifically identified charges for professional services provided

by Radiologist as set forth in the Radiologist fee schedule. The fee schedule and any changes must be approved in advance by the Hospital and the schedule must comply with applicable laws, rules and regulations. To the extent the Hospital has agreements with prepaid health plans, health maintenance organizations, Medicare or Medicaid programs, or other public or private health and/or hospital care programs or insurance companies to provide health care services at rates that deviate from the Hospital or Radiologist usual charges for similar service to other patients, Radiologist shall treat patients referred to Hospital by such payers and accept as professional fees the same percentage discount from Radiologist's usual and customary charges as offered by such payer to other physicians or, to accept the same percentage discount as Hospital has agreed to accept with respect to its charges for Hospital services.

j. If HGH changes to Medweb PACS system, then each Radiologist will maintain his/her own computer for Teleradiology services. If HGH continues to use Carestream PACS, HGH will fully furnish a computer with PACS loaded onto the computer and provide computers to a new Radiologist or Radiology sites for NorthStar to allow the review of images and dictation from remote locations at any time.

k. Coordinate with Hospital to provide and implement PACS (Picture Archiving and Communication System), a filmless radiology technology, as such technology and services become available to Hospital.

l. Provide and maintain a residential facility in Winnemucca, Nevada for out of town Radiologists staying in Winnemucca and providing services pursuant to this Agreement.

m. NorthStar Radiology will perform administrative and supervisory duties monthly and will invoice HGH monthly by providing completed time study sheets prepared by the Radiologists for the number of hours spent on administrative and supervisory duties.

2. HOSPITAL DUTIES. Hospital shall furnish the following in connection with the performance of professional radiology services at HGH:

a. Space and utilities that may be reasonably required by the Radiologist in the radiology department to perform services under this Agreement.

b. All Teleradiography equipment needed by HGH to transmit primary read quality films and to provide a properly operating radiology department at HGH. HGH shall, in the sole judgment and discretion of HGH, keep, maintain and repair such equipment in or to a good condition and replace worn out and obsolete equipment.

c. High band-width communication lines capable of transmitting teleradiology images. Hospital shall be responsible for payment of any communication charges originating from HGH.

d. All non-physician personnel, including but not limited to technical and non-technical personnel reasonably required for the proper operation of a radiology department at HGH. Hospital shall at all times retain administrative control over such personnel in accordance with the rules and policies of Hospital governing the performance of work of similar personnel.

e. Towels, sheets, patient gowns and other linen and laundry service.

f. All consumable supplies to provide radiology services, such as drugs, chemicals, stationery and similar supplies used in the operation of the radiology department at HGH, subject to the discretion of HGH that such supplies are necessary.

g. Wheelchairs, stretchers and other equipment necessary for the transportation of patients.

h. Partitions, curtains and cubicle separations.

i. Postage, documentation, reproduction facilities, paper and administrative reports and medical reporting forms necessary for efficient and effective patient services.

j. Any reasonable information required by Radiologist for billing purposes.

k. Timely submittal to third party payors the charges for billed services in accordance with the payer's requirements.

l. Periodic accountings for billed services; provided, however, Hospital shall not be required to provide such accountings more frequently than monthly.

m. Correction of errors and omissions in billing procedures not the fault of the Radiologist and indemnification of Radiologist for failure of Hospital to timely submit charges to third party payors.

n. Reimbursement for reasonable travel expenses actually incurred by Radiologist professionals traveling to and from Winnemucca, Nevada; provided, however, such travel expense reimbursement shall not exceed the sum of \$1,000 for any calendar month.

o. Administrative and supervisory duties will be approximately twenty-five (25) hours per month or Three Hundred (300) hours annually, not to exceed Five Thousand dollars (\$5,000) per month or Sixty Thousand dollars (\$60,000) annually.

3. RESIDENT RADIOLOGIST. In the event Dr. Leon Jackson retires or leaves HGH, NorthStar will assist HGH in retaining a new resident Radiologist. In the interim, NorthStar Radiology will provide twenty-four (24) hour coverage via Teleradiology and on-site coverage one (1) day per week to do hands-on procedures.

4. LICENSING/QUALIFICATIONS. All Radiologist professionals and Radiologist associates performing services for Hospital pursuant to this Agreement shall at all times maintain licensure in good standing with the State of Nevada if licensing is required by the State. Failure to maintain any license in good standing shall result in immediate cancellation of this Agreement. Radiologist professionals shall be Board Certified by the American Board of Radiology.

5. MEDICAL STAFF APPOINTMENT. Radiologist professionals performing services under this Agreement shall be members of the medical staff of Humboldt General Hospital with all the qualifications, prerogatives and responsibilities of medical staff appointment. Failure of any Radiologist professional to maintain medical staff privileges with the Hospital shall preclude such Radiologist professional from performing services under this Agreement

6. HOSPITAL PERSONNEL. Hospital personnel may provide non radiology services to patients receiving radiology services. Hospital shall have the sole discretion and exclusive right

to select, employ, compensate, control, schedule, evaluate, replace, promote, discipline and discharge such personnel, although Radiologist may make recommendations to Hospital relating to the performance of such non radiology services for patients of Radiologist.

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

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

9. INSURANCE. Radiologist shall procure and provide, at Radiologist's expense, the applicable general and professional liability insurance coverage in an amount sufficient to cover against loss or damage resulting from the services provided under this Agreement; provided, however, such coverage shall not be less than \$1,000,000 per claim and \$3,000,000 in the aggregate.

10. COVENANT NOT TO HIRE RADIOLOGIST EMPLOYEES. The Hospital acknowledges that the professional services performed by the Radiologist are unique, and the licensed, professional personnel employed by Radiologist have specialized skills and abilities. Hospital shall not during the term of this Agreement or for a period of one (1) year after the termination of Radiologist's services under this Agreement hire or contract for professional services with a Radiologist professional who is then working for or has worked for Radiologist at HGH, unless Radiologist waives this restriction in writing.

11. CONFIDENTIALITY. Radiologist shall maintain patient information including, but not limited to, medical records, results of tests, and any other information gained from Hospital sources, confidential and Radiologist shall follow appropriate procedures to ensure that patient confidentiality rights are not abridged in accordance with applicable state and federal confidentiality laws and regulations. Radiologist 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 Hospital unless such information is reasonably available to the general public from third party sources that Radiologist knows are not under any obligation to refrain from divulging such information.

12. ADDITIONAL INSTRUMENTS. Radiologist shall, from time to time and as often as requested by Hospital, execute an addendum to this Agreement governing Radiologist'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. Failure of Radiologist to execute such addendum upon request shall result in immediate termination of this Agreement.

13. ACCESS TO RECORDS. In accordance with Section 1861(v)(i)(1) of the Social Security Act, and the implementing regulations, Radiologist shall make available upon written request from

the Secretary of HHS, the Comptroller General, or any other duly authorized representative, this Agreement and the books, documents and records of Radiologist necessary to certify the nature and extent of Hospital's costs for services provided by Radiologist pursuant to this Agreement. Such books, documents and records shall be preserved by Radiologist for six (6) years after the furnishing of services by Radiologist pursuant to this Agreement, unless a longer retention period is required by applicable law or regulation. If the Radiologist performs any of the functions required of Radiologists by this Agreement through the use of subcontractors and the value of such services exceeds \$10,000 in any twelve (12) month period, the Radiologist shall include the requirements of this section in any such subcontract.

14. RETENTION OF FILES. All the Radiologist's work product and records related to services provided to Hospital shall be maintained by Radiologist for a period of six (6) years following the termination of this Agreement and, during such time, Radiologist shall make such records reasonably available to Hospital. Hospital agrees to retain and maintain all significant components of the files of Radiologist relative to Radiologist's services for the Hospital for a period of six (6) years following the termination of this Agreement and, during such time, Hospital shall make such records reasonably available to Radiologist.

15. NON-DISCRIMINATION. Radiologist, and all Radiologist associates working at the Hospital, shall 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.

Radiologist shall not discriminate against any patient, hospital employee or any other individual the Radiologist comes into contact with by reason of the obligations assumed 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).

16. INDEPENDENT CONTRACTOR. Radiologist is an independent contractor with respect to Hospital. No relationship of partnership, joint venture or employment is created by this Agreement. Neither Radiologist nor Hospital shall hold itself out or act as the agent of the other, or have the power to obligate the other to third parties in any way. Neither Radiologist, nor Radiologist professionals, nor Radiologist associates shall make any claim against the Hospital under this Agreement for social security benefits, worker's compensation benefits, disability benefits, unemployment insurance benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind. Subject to the obligations of Hospital to assure the quality of care provided at Hospital, Hospital shall neither have nor exercise any control over the methods used by Radiologist to provide direct patient care services. Radiologist shall perform its functions at all times in accordance with currently approved methods and practices in providing Radiologist services, the sole role of Hospital being to ensure that services rendered pursuant to this Agreement shall be performed in a competent, efficient and satisfactory manner.

17. TERMINATION. Notwithstanding the provisions of Section 19, this Agreement may be terminated as follows:

a. Either Hospital or Radiologist may voluntarily terminate this Agreement by giving written notice of such termination to the other party sixty (60) days or more prior to the effective date of *the* termination. Prior to the effective date of such termination, the services contemplated to be provided by this Agreement shall continue to be provided until the date of termination.

b. The Hospital may, in its sole discretion, immediately terminate this Agreement if any licensed professional personnel of Radiologist fails to maintain any of the professional licensure or certification qualifications required by this Agreement. Prior to terminating this Agreement under this subsection, Hospital shall give ten (10) days written notice of the specific professional qualification not maintained, and if such breach can be corrected by the Radiologist within the ten (10) day limiting period without affecting Radiologist's responsibilities under this Agreement, the Agreement shall not be terminated.

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

d. Either Hospital or Radiologist may terminate this Agreement in the event of a material breach by the other party, and in such event, the non breaching party shall have the right to terminate this Agreement after providing ten (10) days written notice to the breaching party, unless the breach is cured to the satisfaction of the non breaching party within the ten (10) day period.

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

18. RELEASE. Upon any termination under this Agreement and upon acceptance of all compensation for services performed, the Radiologist shall be deemed to have voluntarily released and discharged the Hospital from any and all liability arising out of Radiologist's providing of services under this Agreement.

19. TERM. This Agreement shall be effective _____, 2022 upon signing by all parties and shall continue for a period of three (3) years.

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

[Remainder of this page intentionally left blank]

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

RADIOLOGIST: Name: R. Leckie
 Signature: R. Leckie
 Date: 2/17/22

HOSPITAL: Name: Robyn Dunckhorst
 Title: Chief Executive Officer
 Signature: _____
 Date: _____

**EXHIBIT "A":
TO
AGREEMENT FOR RADIOLOGY 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. The parties agree that in the event litigation is used to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in Humboldt County, Nevada and the parties waive the right to bring, try or remove such litigation to any other county or judicial district.

C. ASSIGNMENT. This Agreement relates to the performance of services by Radiologist and shall not be transferred or assigned by Radiologist without the prior written consent and agreement of Hospital. Any unauthorized transfer of this Agreement shall be void.

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 for the Hospital under this Agreement, there shall be compliance with all Hospital policies, including policies relative to illegal harassment, drug and alcohol free workplace and compliance with the Hospital policies, procedures and bylaws as enacted and amended from time to time.

G. CONSTRUCTION. Whenever the construction of this Agreement requires, singular terms shall be deemed plural, and plural the singular; and, masculine shall be deemed to be feminine or neuter, and feminine the masculine or neuter. 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 of construction against the drafting party shall not apply to the interpretation and/or enforcement of 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. The term "Hospital" as used in this Agreement shall include, when the context requires inclusion, the Humboldt County Hospital District, the Humboldt County Hospital District Board of Trustees, the County of Humboldt, the Board of Commissioners of the County of Humboldt, Humboldt General Hospital, Harmony Manor and their officers, directors, administrators, managers, employees, agents and successors and assigns, individually and collectively, and in their official capacity. The term "Radiologist" as used in this Agreement shall include, when the context requires inclusion, the corporation, company, partnership, business entity, business organization or other legal entity through which the licensed professional conducts the business of providing Radiologist services or whom employs the licensed

professional and their officers, directors, administrators, managers, employees, agents and successors and assigns, individually and collectively, and all Radiologist associates and subcontractors and agents of Radiologist used to provide services or carry out Radiologist services under this Agreement.

J. DISPUTE RESOLUTION. Any question, disagreement, controversy, claim or dispute relating to this Agreement concerning a non medical issue shall be the subject of informal discussions between Radiologist and a representative of Hospital. If no agreement can be reached between Radiologist and Hospital's representative, the matter will be referred to the Hospital's Administrator for consideration and a decision. If Radiologist is dissatisfied with the decision of the Administrator, the matter will be submitted to the Hospital's Board of Trustees for resolution. Any question, disagreement, controversy, claim or dispute concerning standards of professional practice or the medical aspects of the services furnished by Radiologist shall be referred to a peer group of qualified medical professionals recommended by the Hospital's medical staff executive committee, which peer group will recommend a resolution of the matter to the Hospital's Administrator. If Radiologist is dissatisfied with the decision of the Administrator, the matter will be submitted to the Hospital's Board of Trustees for resolution. Following exhaustion of either of the dispute resolution procedures outlined in the preceding sentences of this Section, the parties shall attempt to settle by informal mediation using a mediator agreed upon by the parties; provided, however, in the event mediation is unsuccessful or if the parties do not agree on a mediator, then settlement shall be by arbitration in accordance with the Uniform Arbitration Act in effect in Nevada or, in the alternative, in accordance with the rules of the American Health Lawyers Alternative Dispute Resolution Services then in effect. Radiologist and Hospital agree to be bound by the results of such arbitration. No action or suit may commence unless the arbitration does not occur within sixty (60) days after service of notice that dispute resolution has occurred but did not resolve the dispute or a statute of limitation would elapse if suit was not filed prior to sixty (60) days after service of notice. Each party shall pay their respective costs of dispute resolution under this Section, except for costs of a mediator or arbitrator which shall be split equally between the parties.

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

L. FEES AND COSTS. 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 agrees to pay the other party all costs including the other 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 prevailing party shall be entitled to reasonable attorney's fees, which fees shall be set by the court in the action, and to any other costs assessed by the Court

M. 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.

N. INDEMNIFICATION. Radiologist shall indemnify and hold harmless Hospital from all liability, claims, damages or injury caused by or resulting from the negligence or intentional acts or omissions by the Radiologist, Radiologist professionals or Radiologist associates arising out of the performance of services pursuant to this Agreement. Hospital shall indemnify and hold

harmless Radiologist from all liability, claims, damages or injury caused by or resulting from the negligence or intentional acts or omissions by Hospital, its trustees, officers, directors, administrators, managers, employees and agents arising out of the performance of services pursuant to this Agreement.

O. PROPER AUTHORITY. The parties represent and warrant that the individual or officer executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services contemplated by this Agreement.

P. 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.

Q. 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.

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

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

T. 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.