

HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY

APRIL 27, 2021

5:30 P.M.

SARAH WINNEMUCCA CONFERENCE ROOM

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

HUMBOLDT GENERAL HOSPITAL
118 EAST HASKELL STREET
WINNEMUCCA, NEVADA 89445

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

MEETING DATE: Tuesday April 27, 2021
MEETING TIME: 5:30 pm
MEETING PLACE: Sarah Winnemucca Conference Room
Humboldt General Hospital
118 E Haskell St, Winnemucca, Nevada
PLACES POSTED: in Winnemucca, Nevada at:
Humboldt General Hospital, 118 E Haskell Street
Humboldt County Courthouse, 50 W Fifth Street
Winnemucca City Hall, 90 W Fourth Street
Humboldt County Library, 85 E Fifth Street
United States Post Office, 850 Hanson Street
www.hghospital.org https://notice.nv.gov
PERSON POSTING: Alicia Wogan

**MEETING ATTENDANCE MAY BE
VIA TELECONFERENCE OR VIDEOCONFERENCE ONLY**

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

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

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

A. CALL TO ORDER

B. PUBLIC COMMENT

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

C. MEDICAL STAFF-HOSPITAL DEPARTMENT REPORTS

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

1. Medical Staff report – Chief of Staff
 - a) COVID update
2. MedX report – Bill Hammargren
3. Administration report
 - a) Orthopedics and Cardiology campaign – Laura Shea
 - b) Strategic Plan update – Laura Shea
 - c) Swing Bed presentation – Adriana Calderon
 - d) EMS update – Brett Peine
 - e) CEO report – Tim Powers

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

April 27, 2021

Page 2

D. CONSENT AGENDA

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

1. Board meeting minutes for: January 22, 2021, January 23, 2021 and January 26, 2021 are not available because of the computer system failure; and, February 23, 2021, March 11, 2021 and March 20, 2021 are available.
2. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Graham Hill, DO, provisional-physical medicine and rehabilitation; Patrick Osgood, MD, provisional-orthopedics; James Sloves, MD, consulting staff-teleradiology; William Gregory, MD, provisional staff-emergency medicine; and, Sara Lary, DO, provisional staff-emergency medicine.

E. FINANCIAL REPORTS

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

1. Financial update
2. Warrants disbursed - Monthly expenditures

F. BUSINESS ITEMS-OTHER REPORTS

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

1. Hospital Administration-SNF / request to authorize purchase and installation of upgrades and additions to the existing Responder 5000 call light system, marquee and zone lights used in the skilled nursing facility / SNF Manager-Administration
2. Hospital Administration-EMS / documentation and justification for purchase of EMS vehicle(s) at cost savings / request for authorization to solicit for the purchase of EMS vehicles to replace existing EMS vehicles / EMS Chief-Administration
3. Hospital Administration-Marketing / request to engage the services of Monigle company for the sum of \$29,500 to conduct key audience research consisting of telephone interviews and internet surveys of hospital administration-leadership, community leaders-influencers, service area heads of households, hospital staff and service providers to generate data for analysis and understanding of the perception of the hospital as a healthcare services provider in its service area and make recommendations for changes and/or improvements / Marketing Director-Administration
4. Hospital Administration / request to approve professional services employment contract for Lee T. Church, MD to provide hospitalist services / Administration
5. Hospital Administration / request to approve a master services agreement with R1 RCM Inc. to transition the billing function and services from RCM to the hospital district as outlined in a separate statement or statements of work at a cost of \$4M paid in eight equal installments ending December 2021 / CEO-Administration

G. TRUSTEE COMMENTS-STAFF REPORTS

(This period is designated for receiving reports, information, department updates, board and committee updates and proposals by the board, chief executive officer, chief financial officer, human resources director, director of nurses, and other staff upon request. No action may be taken upon a matter raised under this section until it is placed on an agenda for action.)

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DISTRICT BOARD OF TRUSTEES MEETING AGENDA

April 27, 2021

Page 3

H. PUBLIC COMMENT

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

Notice: Pursuant to Section 3 of the Declaration of Emergency Directive 006 ("Directive 006") as extended, the state law requirement that public notice agendas be posted at physical locations within the State of Nevada is suspended. This agenda has been physically posted at the locations noted above and electronically posted at <http://www.hghospital.org/> and at <https://notice.nv.gov/>.

Notice: Pursuant to Section 1 of Directive 006 as extended the state law requirement that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate is suspended. The meeting may be accessed via: (i) teleconference by dialing 1-646-749-3122 and using access code 368-086-437; or, (ii) videoconference by entering <https://global.gotomeeting.com/join/368086437> in a web browser.

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

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

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

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

**HUMBOLDT GENERAL HOSPITAL
DISTRICT BOARD OF TRUSTEES
FEBRUARY 23, 2021 MEETING
MEETING VIA TELECONFERENCE--VIDEOCONFERENCE
SARAH WINNEMUCCA CONFERENCE ROOM**

BOARD PRESENT:

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

Kent Maher, Legal Counsel

BOARD ABSENT:

MEDICAL STAFF PRESENT:

Richard Davis, M.D.
Robert Johnson, PA

STAFF PRESENT:

Tim Powers, CEO
Cory Burnett, CFO
Robyn Dunckhorst, CNO
Brett Peine, EMS Director
Duane Grannis, Maintenance Director
Kim Plummer, Controller
Alicia Wogan, Executive Assistant
Jeanette Grannis, Business Office
Darlene Mangrum, Revenue Cycle Director
Tina Wilson, ACNO
Bertha Higbee, ACNO
Laura Shea, Community Education
Theresa Bell, Program Director
Diane Klassen, Radiology Manager
Drew Hooker, EMS
Sara Otto, Chief Compliance Officer (via phone)

GUESTS:

Ashley Maden (Humboldt Sun - via phone), Millie Custer (via phone), James Klassen, William Hammargren and Jackie Wilson

CALL TO ORDER:

Board chairman Cramer called the February 23, 2021 board meeting to order at 5:32 p.m.

PUBLIC COMMENT:

Board member Trout suggested moving trustee comments to be after the public comment section on the agenda. Trout asked about other items such as the MedX update, EMS department proposal for a new facility and the public outreach proposals, which he understood would be on this meeting agenda for consideration but were apparently removed by the board chairman to be considered after the budget meetings.

MEDICAL STAFF REPORT:

Dr. Davis stated the numbers Covid numbers are improving. The Pfizer and Moderna vaccines seem to be effective against the virus. A booster for the vaccine is being worked on and more people are getting vaccinated. There is one Covid patient in the hospital at this time.

Administration Department report:

Bill Hammargren reported that the MedX AirOne new helicopter and equipment has arrived. It now takes about four minutes to get the helicopter in and out of the hanger. The crew is better prepared for Cath lab

and OB patients. They are attempting to procure a fetal monitor. The staff is doing a lot of training. There were six potential flights that they had to turn down this month because of weather.

CEO Powers reported: the loss of the network issues are being resolved and commended everyone who assisted with the resolution efforts; R1 billing and collections termination and exit strategy discussions are ongoing; on February 1, 2021 the hospital took over the coding; Dr. Palmer and her group submitted a grant application to support the Rural Residency program; the quarterly HGH magazine is scheduled to go out on May 1, 2021; and, there will be a marketing campaign for orthopedics.

Program Director Theresa Bell reported on strategic planning themes, including collaboration, Microsoft 365, project scope statement, project charter and work breakdown structure.

Community Relations Director Shea went over the Achieveit strategic planning program. CEO Powers advised the program will help to manage progress. The program does not integrate with Office 365, but it has email and summary graphing capability.

CONSENT AGENDA:

Board meeting minutes are not available due to the network being disabled.

Motion by board member Casalez and second by board member Miller to approve the consent agenda including: the medical staff appointments, reappointments, tabling item one board meeting minutes as they are not available due to the network being disabled. Motion carried unanimously.

FINANCIAL REPORTS:

CFO Burnett presented the February 2021 financials noting that not all the normal items are in the packet due to the network outage. Issues with the R1 billing and collection services were discussed, including bad debt, failure to work claims and the increase in the AR, which is going up because R1 is not working the cues. CEO Powers stated the service level in the R1 agreement is 37%, that is, once they get their primary insurance claims in and hit the 37% threshold, the remainder are moved into self-pay. Revenue Cycle Director Mangrum advised it was by accident they found these cues, noting they were never assigned to anyone. Staff is working diligently to clean up the cues; it will take about 60 days.

Motion by board member Miller and second by board member Hunt to approve the February 2021 financials as presented. Motion carried unanimously.

BUSINESS ITEMS-OTHER REPORTS:

1. Hospital Administration-Radiology / proposal to purchase a new Canon 1.5T Vantage Orion MRI unit with MRA capability at a cost of \$967,525, with a five-year service-maintenance agreement through Turn-Key Medical at a cost of \$469,762, and request to authorize estimated construction costs of \$450,000 and additional estimated costs of \$225,000 for interim MRI services while the new MRI unit replaces the existing MRI unit / Radiology Director-Administrator

Radiology Director Klassen went over why an MRI is needed; what the new machine can do; why Canon was chosen and pricing. Board member Hunt remarked he did some comparisons and asked if both leasing and purchasing had been considered. CEO Powers stated that neither option has been ruled out at this point, the option chosen will depend on the price. Dr. Davis explained that image quality really matters and said acquiring the new unit is necessary. Board member Tipton asked about the downtime with the current unit. Klassen advised it has been down a lot. Tipton asked if the new purchase is budgeted and if there would need to be an augment, noting that costs are going up and revenue is going down. Controller

Plummer stated the budget will need to be augmented no matter what. Dr. Davis advised that the time it takes to do the test is important when a patient is in pain. Powers discussed the importance of the equipment for patient care as well as providing a local service to prevent patient leakage. Board member Casalez asked if the new equipment will reduce the costs of services. Powers advised Radiology is the first department that is looking at pricing. Klassen advised delivery will be in September 2021 and in the interim a mobile unit will be used, which is included in the cost. Legal Counsel Maher questioned Klassen if all vendors were able to meet the equipment specifications. Klassen said all did meet specs. Maher explained the construction costs are estimated and it is possible that when the equipment is installed there may be additional costs which will come back to the board for approval.

Motion by board member Trout and second by board member Casalez to approve the purchase of the Canon MRI machine not to exceed \$2,112,287 as presented. Motion carried unanimously.

2. Hospital Administration-Maintenance / proposal to purchase three Precision steam boilers for maintenance at an estimated cost of \$460,480.75 / Maintenance-Administrator

Board chairman Cramer noted the proposed equipment is actually Cleaver Brooks brand, not Precision as stated on the agenda. Maintenance Director Grannis showed pictures and explained the current unit is not worth fixing. Legal Counsel Maher advised that this potential purchase does not fall within the bid law exceptions allowed for purchase of goods commonly used by a hospital, and the procurement will need to be bid according to law. Grannis commented that acquisition of the unit is at least 12 weeks out and the current boilers are struggling. Board member Trout asked if the boilers go down what happens. Grannis advised if one boiler fails, there will not be a backup, if two boilers fail, the hospital may have to shut down. Trout questioned if the potential purchase constitutes an emergency. Maher noted that the purchase has been considered for at least two budget cycles and it does not fit within the unforeseen circumstance situation. Further, the potential for impairment of health or safety is speculation, not a fact.

Motion by board member Trout and second by board member Miller to authorize staff to proceed with the procurement process for three boilers as requested. Motion carried unanimously.

3. Hospital Administration / request for approval of professional services agreement with Andrew Conlu, MD for hospitalist services / CEO-Administration

CEO Powers advised that currently there are two employed physicians, Dr. Masuck and Dr. Musick. Dr. Conlu will be in place until March 2022 when Dr. Church will start.

Motion by board member Trout and second by board member Miller to approve contract on a one-year term as presented. Motion carried unanimously.

TRUSTEE COMMENTS-STAFF REPORTS:

Board member Cramer advised a special meeting is planned for a six-month review of CEO Powers. It is tentatively scheduled for March 9, 2021 at 5:30 p.m. Pictures were distributed from the Giving Committee regarding a donation to the schools.

Board member Hunt thanked everyone for the hard work on the Covid and the cyber issue. In regard to the comments about items not being on the agenda, Hunt spoke with the chairman and learned the numbers requested from marketing were not received, which was the reason the items were tabled. Board member Casalez said her understanding was that it was not being tabled until the next meeting, it was being tabled until after the budget meetings. Miller advised she made the motion and it was tabled until the next meeting.

Board member Trout commented that he understood the board voted unanimously to bring the outreach proposals back at the next meeting and that Board member Tipton asked for staff to bring back information concerning the proposals. Trout expressed his view that one person should not be able to take action to remove an item from the agenda. Trout commented on the importance of the County Commission member on the board.

Board member Miller said there have been several long-term care meetings and another meeting is scheduled in March. They are trying to adjust the billings and collections. Miller commented on the need for the board to be unified and the necessity of working without contention.

Board member Casalez said her impression of the discussion on the outreach proposals was that they were going to be tabled until after the budget hearing to determine where things are with the budget. She said that at the time, budget discussions were about two months out. Casalez said if anyone wants to be upset, be upset with her, not with Cramer. Casalez said she does not want to set the hospital up for failure. Casalez commented that she does not agree with the public attack. Cramer noted she will be more careful in the future concerning the agenda.

Board member Tipton said he looks forward to the budget meeting. He understands that the hospital is in good shape but he is concerned with overspending and the fact that revenue is down. Tipton said he does not want to get into the situation of having to borrow. Tipton commented that Cramer deserves a chance to do a good job and it is time to move forward.

PUBLIC COMMENT:

Dr. Davis said his recollection of the discussion concerning the outreach proposal was that it was connected to the budget meeting as Casalez stated.

Board chairman Cramer adjourned the February 23, 2021 meeting of the Humboldt County Hospital District Board of Trustees at 7:45 p.m.

APPROVED:

ATTEST:

Alicia Cramer, Board Chairman

Alicia Wogan, Executive Assistant

**HUMBOLDT GENERAL HOSPITAL
DISTRICT BOARD OF TRUSTEES
MARCH 11, 2021 SPECIAL MEETING
MEETING VIA TELECONFERENCE--VIDEOCONFERENCE**

BOARD PRESENT:

Alicia Cramer, Chair
JoAnn Casalez, Chair
Gene Hunt, Member
Lewis Trout, Member

Kent Maher, Legal Counsel (via phone)

BOARD ABSENT:

Michelle Miller, Secretary
Ken Tipton, County Comm. Member

MEDICAL STAFF PRESENT:

Richard Davis, MD (via phone)
Robert Johnson, PA

GUESTS:

Mille Custer (via phone) and Ashley Maden (Humboldt Sun-via phone).

CALL TO ORDER:

Board chair Cramer called the March 11, 2021 board meeting to order at 5:30 p.m.

PUBLIC COMMENT:

Board member Trout stated he would like trustee comments at the beginning of the meeting and commended chairman Cramer for adding the IT piece to the agenda. Trout also commended Board member Casalez and Hunt for requesting procurement process training.

BUSINESS ITEMS-OTHER REPORTS:

1. Hospital Administration-Maintenance / review of proposals and possible authorization to remove and replace three steam boilers and the integrated boiler control system / Maintenance Director-Administration

Maintenance Director Grannis stated four bids were received in response to the solicitation for proposals. All bids were responsive. The low bidder was RF MacDonald Co. at \$512,000 for the equipment and installation, and \$5,900 for shipping. Board member Trout asked about the lead-time and what happens if boilers quit working prior to installation of the new units. Grannis said the lead-time is twelve to fourteen weeks and the company has a mobile boiler unit which is available for temporary use.

Motion by board member Casalez and second by board member Hunt to approve the purchase of three Cleaver-Brooks boilers from RF MacDonald Co. for the amount of \$512,000 and \$5,900 for shipping as presented. Motion carried unanimously.

2. Hospital Administration-IT / review of proposals and possible authorization to procure software, hardware and services to provide network and infrastructure security and improvements / IT Director -Administration

CEO Powers stated a security breach caused by ransomware was experienced on February 12, 2021. Due to the quick action of the internal team, there were no patient care issues. Powers commended the staff. Two companies that assisted with the security breach response, Bluepeak and Nuvodia, will present proposals for protecting the systems in the future.

Brian Gifford with Bluepeak introduced himself and gave an overview of his company and experience. Gifford gave a presentation on: what happened at HGH during the cyberattack; security, privacy, compliance challenges and drivers; financial implications; what should be done; a proposed integrated platform to secure and protect data and to simplify management; multiple layers of protection; security complexity; Cisco Systems technology; Cisco breach defense solution which involves a three year commitment and no price increase if growth is less than 20%; datacenter and network solutions; managed detection and response, including Arctic Wolf 24/7 security; ongoing risk management; available software support levels; managed IT services; deliverables; monitoring and reports; disaster recovery; results/goals; and, a return on investment cost of \$1.08 million.

Sean Harrell and Chris Patrick with Nuvodia presented for their company and reported on: fraud trends; sample ransomware attack; security layers; necessary compliance frameworks; divisions; locations; key success factors in IT; managed services menu; managed services; managed security; Nuvodia 2020 security stack; a disaster recovery plan; current technology partners; and, their proposal.

CEO Powers said he was satisfied with both companies. In response to questions about the breach, Brian Gifford explained that IT Director Bell detected the breach while it was in process, which caused some systems to be down and some to be encrypted, but he does not believe data was breached. The following items were discussed: cost changes with 20% growth; response times based on different tier levels; phishing protection; vendor plug-ins; response times for Nuvodia; telephone call resolution; and, the system that will give the best protection at the best cost. Bell said both companies were great to work with and noted that the hospital network system has evolved to the point where it requires more services which were previously believed to be not affordable. Bell said it is fortunate he detected the breach when it occurred or the damage could have been extensive. In response to questions, both companies said they have not been involved in ransomware attacks involving Nevada hospitals but Nuvodia has had experience with healthcare organizations outside Nevada and both have assisted with other types of entities experiencing attacks. The matter of having multiple vendors provide the security protection services was discussed. Gifford (who is proposing a one vendor system) suggested it results in more overhead and can result in finger pointing when something goes wrong. Harrell said having a help desk available 24/7 allows for quick resolution of many issues and leads to a better response. When questioned how long it will take to physically respond in Winnemucca, Gifford said his company is located in Reno which is about two hours away and Harrell said his company is in Sacramento which is about four and half hours away. Board member Trout questioned if the two firms could work for the district in a joint venture type situation. Nuvodia said they would consider the concept but expressed concern about the handing off from one company to another and suggested it is better to have one company. Bell also said one company would be better. Board member Hunt asked about costs and leasing versus purchasing equipment. Both companies recommended replacing the equipment every five years. Board member Casalez asked about accessing the cloud outside of the hospital environment. Harrell said VPN connections are possible. In response to the discussion, both vendors indicated they

could find a way to work together if that were the approach the hospital chose. Trout asked legal counsel Maher if the board can ask the companies to joint venture. Maher advised that it was not on this agenda and would have to be the subject of an appropriately worded agenda.

Motion by board member Hunt and second by board member Trout to approve the proposal from Nuvodia as presented. Board member Hunt and board member Trout voted aye and board member Casalez and board chair Cramer voted nay. Due to a tie, there was no action.

There was further discussion with opinions from Bell and Powers regarding each company.

Motion by board member Hunt and second by board member Trout to approve the proposal from Nuvodia as presented. Motion carried unanimously.

TRUSTEE COMMENTS-STAFF REPORTS:

Board member Trout said he will not be at the upcoming budget meeting.

PUBLIC COMMENT:

There was no public comment.

Board chair Cramer adjourned the March 11, 2021 meeting of the Humboldt County Hospital District Board of Trustees at 7:46 p.m.

APPROVED:

ATTEST:

Alicia Cramer, Board Chair

Alicia Wogan, Executive Assistant

**HUMBOLDT GENERAL HOSPITAL
DISTRICT BOARD OF TRUSTEES
MARCH 20, 2021 SPECIAL (BUDGET) MEETING
MEETING VIA TELECONFERENCE--VIDEOCONFERENCE**

BOARD PRESENT:

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

Kent Maher, Legal Counsel

BOARD ABSENT:

Lewis Trout, Member

MEDICAL STAFF PRESENT:

Richard Davis, MD (via phone)
Robert Johnson, PA

STAFF PRESENT:

Tim Powers, CEO
Cory Burnett, CFO
Kim Plummer, Controller
Mike Bell, IT Director
Brett Peine, EMS Director
Alicia Wogan, Executive Assistant
Bertha Higbee, ACNO
Laura Shea, Marketing-Community Relations
Theresa Bell, Project Director
Cody Bright, Pharmacy Manager
Diane Klassen, Radiology Manager
Robyn Dunckhorst, CNO
Clarissa Vincent, Respiratory Manager
Tori Stephens, Materials Manager
Michel Winters, SNF Manager
Tina Wilson, ACNO
Rachel Lara, Clinic Manager
Brian Washburn, DOO
Darlene Mangrum, Revenue Cycle Director
Janet Sturtz, OR Manager/Infection Control
Jennifer Slovernick, Social Worker
JoElla McClellan, Food Service Supervisor

GUESTS:

There were no guests.

CALL TO ORDER:

Board chair Cramer called the March 20, 2021 board meeting to order at 8:00 a.m.

PUBLIC COMMENT:

There was no public comment.

BUSINESS ITEMS-OTHER REPORTS:

1. Hospital Administration-Finance / FY2021-2022 budget workshop for presentation, review and discussion of Hospital District revenues, expenditures and funding and budget projections and proposals which may include additions or deletions to personnel, equipment, supplies and services, and tentative approval of the proposed budget subject to final approval and action at the time final budgets are submitted /CFO-Administration

CFO Burnett went over the budget app and the process of how they came up with the numbers and explained the departments and differences in revenue for Radiology, Surgery, Pharmacy and Quail

Corner. Burnett explained: expenses; payroll; FTEs (325 last payroll); business office, noting that by decreasing professional contracts they increased the FTEs (to bring billing in house). Board member Hunt questioned if the in house service team for IT is included in the budget and Burnett advised it is not included at this time until staffing is determined.

Burnett went over the Capital budget. Board member Tipton asked how, with the increase in wages, will the budget be met. CEO Powers offered an explanation. Board member Miller expressed concern with advancing capital plans when the path on how to get there had not yet been planned out. Powers explained the self-insurance proposal and the anticipation of contracting with the mines and others. Powers said, for example, the district is only capturing 15% of the surgeries and there needs to be more effort in that area to get more of the local business. Miller suggested an actual strategic plan would be helpful. Powers advised that more detail will be provided at the next Board meeting. Miller questioned when the self-insurance plan may start. Powers advised that the anticipation is July 1, 2021. Tipton said he has concerns with the self-insurance, noting the City and County have been working for 3 years to implement self-insurance and this proposal is for implementation in a few weeks. Board chair Cramer, who attends the insurance committee meetings, said the committee has not had an update. Board member Hunt said he is not concerned by the self-insurance aggressiveness and noted that getting more use of orthopedics is a marketing issue but it is also tied to pricing. Board member Casalez asked if the self-insurance would be put out to bid. Powers advised it would be bid and that he has spoken with A&H Insurance about providing a proposal. Powers commented that currently there are 21 different plans and he believes having one plan would make it easier for employees and accounting.

The board and staff went through the budget by each department with med surge, travel and education and inpatient revenue being discussed in detail. Tipton questioned why there has not been a push to place people in swing beds, which was discussed last year. Revenue Cycle Director Mangrum explained that there was no person in the business office that understood the concept. ACNO Higbee gave information on the changes she has made to get patients back to Winnemucca. CNO Dunckhorst explained the robust plan for ICU, which usually has travelers, and her goal to secure IC nurses through aggressive recruiting with the hope of reducing the number of travelers. There are no Infusion Services on the proposed budget and the staff salary will be added to Infection Control. Casalez asked if the actual salary can be shown in the budget and if a person works in another department, it should be reflected in that department. Controller Plummer advised they dedicated the person to one department to keep it cleaner. Miller noted no supplies are indicated. Burnett advised that supplies are run through the Pharmacy. Staff advised that the orders come through Central Supply. Burnett will add supplies and a salary. OB shows a 2021 loss of \$600,000 and in 2022 an income of \$1.4 million. Burnett said there is a mapping problem. Miller commented on the difficulty in reviewing the budget. Powers advised it will be corrected on the next draft. Miller said if revenue is going to increase, there should be a plan for implementing the increase. Harmony Manor: Tipton asked what the number of FTEs is in the department. Quail Corner: the patient load is projected at 7 per day. OR: professional contracts include RPG and Dr. Nanani. Powers advised there are an average of 9 cases per day, 5 days per week. Central Stores: Bell explained this is the inventory which materials management handles. Cardiac: projected 2000 patient visits. Screening Clinic: Clinic Manager Lara advised the revenue is not captured on this report. Burnett said it will be zeroed out and moved to RHC. Pharmacy: Hunt noted that salaries are down and the contract services are up as are the rents and leases. Pharmacy Manager Bright explained the requirements and that more machines are needed because the individual machines have less capacity. Burnett commented on the afterhours orders and said Bright and his team are salaried to bring the cost down. 340B program: no changes. PT: discussed the professional contracts, no supplies listed. Cath Lab: would like to know when this will start. Flight Crew: needs to be moved from Ambulance;

Ambulance: Community Paramedicine relaunch is not factored. There was discussion on calls not being billed. Peine explained standbys and patients who refuse service. Mangrum advised the NPI number for billing was received and they are currently billing for the services. Cramer requested to see the number. Casalez said the same conversations and projections were previously discussed but there has never been any data presented. Powers said he would like to break out the Community Paramedicine component. Peine advised that overtime is incurred due to blood draws and other outside commitments such as court and community events. Peine agrees that reducing overtime is essential. Casalez suggested E991 money may be available. Miller again suggested a plan proposal be presented. Lab: Cramer asked about the big amount in the capital. Powers advised it is the anticipated remodel cost. Reducing of lab costs was discussed. Powers explained. Burnett will do a roll up with Lab and blood bank. Nutritional Services: discussed salary and the ability to bill more for inpatient services. ER: Dunckhorst explained the salaries are higher because two FTEs were added. Clinics: salary was discussed. There appear to be no figures for staff.

The next meeting is scheduled for Tuesday, April 6, 2021 for 5:30 p.m. The tentative budget must be to the state by April 15, 2021.

TRUSTEE COMMENTS-STAFF REPORTS:

Board member Tipton said the board should consider rolling over the five million dollar capital budget item until it is better known what the anticipated expenses will be.

PUBLIC COMMENT:

Robert Johnson, PA made a comment about the five million dollar roll over, stating that it will eliminate growth. Board member Miller said it is necessary to hone our current services first before moving on with growth matters.

Board chair Cramer adjourned the March 20, 2021 meeting of the Humboldt County Hospital District Board of Trustees at 11:24 a.m.

APPROVED:

ATTEST:

Alicia Cramer, Board Chair

Alicia Wogan, Executive Assistant



April 27, 2021

Board of Trustees
Ref: Medical Staff Meeting

The following Medical Staff Appointment, Reappointment, and Provisional privilege files were presented and approved by Medical Staff on April 22, 2021:

Provisional:

- Graham Hill, DO Provisional-Physical Medicine and Rehabilitation
- Patrick Osgood, MD Provisional-Orthopedics

Appointment:

- None

Reappointment:

- James Sloves, MD Consulting Staff – Teleradiology
- William Gregory, MD Provisional Staff – Emergency Medicine
- Sara Lary, DO Provisional Staff – Emergency Medicine

Below details additional information on each Medical Staff file:

- **Graham Hill, DO** earned his Doctor of Osteopathic Medicine in June 2003 from the University of New England. Dr. Hill completed his Family Practice internship with Eastern Maine Medical Center in 2004. He then went to the University of Utah Hospitals and Clinics to complete his Physical Medicine and Rehabilitation residency in 2007. Dr. Hill also completed a fellowship in Interventional Spine with Adirondack Interventional Physiatry in 2008. Dr. Hill is currently board certified through the American Board of Physical Medicine and Rehabilitation. He has been practicing since 2008 at the Intermountain Salt Lake Clinic and has recently joined the Elko Spine and Rehabilitation Institute. Dr. Hill will be joining Humboldt General Hospital as a provider through this group as part of the visiting physicians. Dr. Hill is anticipated to begin in late April 2021.
- **Patrick Osgood, MD** earned his Doctor of Medicine from the University of Nevada School of Medicine in 1992. Dr. Osgood completed his Surgical internship and Orthopedic residency with the State University of New York Health Science from 1992 to 1997. Dr. Osgood is currently board certified in General Orthopaedics through the American Board of Orthopaedic Surgery and has maintained certification since 1999. Dr. Osgood worked in private practice from 1997 to 2016 and then switched to contracted locum tenens work in 2016 to present. Dr. Osgood had previously provided coverage in Humboldt General Hospital's Orthopedic clinic from May 2016 to May 2017. He will be joining HGH's Orthopedic clinic through Synergy. Dr. Osgood was granted temporary privileges on March 31, 2021 and was scheduled April 12, 2021.
- **James Sloves, MD** earned his Doctor of Medicine from Robert Wood Johnson Medical School in 1989. Dr. Sloves completed his Internal Medicine internship with Winthrop University Hospital from 1989 to 1990 and his Diagnostic Radiology residency with North Shore University Hospital from 1990 to 1994. After his residency, Dr. Sloves completed a Cross



HUMBOLDT GENERAL HOSPITAL

118 E. Haskell Street ■ Winnemucca, Nevada 89445
Phone 775.623.5222 ■ Fax 775.623.5904

Sectional Imaging fellowship with John Hopkins University, School of Medicine from 1994 to 1995. Dr. Sloves holds a current board certification in Diagnostic Radiology with the American Board of Radiology. Dr. Sloves has been practicing since 1995 and is currently working with Virtual Radiologic Professionals, LLC. He has been with vRAD since 2010. Dr. Sloves has maintained consulting privileges with Humboldt General Hospital since 2004 providing teleradiology services.

- **William Gregory, MD** earned his Doctor of Medicine from the Medical University of South Carolina in 1999. He then went on to complete a Transitional Internship with Arrowhead Regional Medical Center in 2000. Dr. Gregory then completed his Residency in Emergency Medicine with LAC/USC Medical Center from 2001 to 2004. Dr. Gregory is board certified in Emergency Medicine through the American Board of Emergency Medicine. He also holds current certifications in ACLS, ATLS, and PALS. Dr. Gregory has been working as a Locum Tenens Emergency Medicine provider since 2004. He will be coming to Humboldt General Hospital through Envision. Dr. Gregory requires a second provisional period as he was not scheduled during his first and no charts could accumulate for review.
- **Sara Lary, DO** earned her Doctor of Osteopathic Medicine from Chicago College of Osteopathic Medicine in 2006. Dr. Lary then completed her Emergency Medicine Internship and Residency in Emergency Medicine with St. Barnabas Hospital from 2006 to 2010. She is board certified in Emergency Medicine through the American Osteopathic Board of Emergency Medicine. Dr. Lary also holds current certifications in ACLS, ATLS, BLS, and PALS. Dr. Lary has been working as a Locum Tenens physician and will be coming to Humboldt General through Envision. Dr. Lary requires a second provisional period as she was not scheduled during her first and no charts could accumulate for review.

Thank you,
Jessica Villarreal
Medical Staff Credentialing Coordinator



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

FY20 MONTH		MONTH OF MARCH FY2021				FISCAL YEAR 2021 TO DATE				FY 2020 YTD		
PRIOR YR		BUDGET		ACTUAL		ACTUAL		BUDGET		PRIOR YR		
\$ 1,546,689	\$ 3,644,145	\$ 2,887,745	INPATIENT REVENUE		\$ 23,745,893	\$ 32,209,546	\$ 25,833,938					
4,820,570	4,293,503	6,041,612	OUTPATIENT REVENUE		47,366,738	37,949,021	42,669,336					
474,873	589,979	316,770	LTC		4,285,312	5,211,155	4,675,284					
625,291	642,902	766,491	CLINIC REVENUE		5,252,230	5,678,926	4,400,544					
7,467,423	9,170,529	10,012,618	TOTAL PATIENT SERVICE REVENUE		80,650,173	81,048,648	77,579,102					
DEDUCTIONS FROM REVENUE												
(3,599,708)	48%	(3,762,116)	41%	(2,072,884)	21%	CONTRACTUAL ADJUSTMENTS	35%	(28,349,076)	41%	(33,252,255)	44%	(34,165,753)
(661,171)	9%	(779,418)	8%	(1,411,537)	14%	BAD DEBT	12%	(9,356,015)	8%	(6,889,055)	10%	(8,044,564)
(4,260,879)		(4,541,534)		(3,484,421)		TOTAL DEDUCTIONS FROM REVENUE		(37,705,091)		(40,141,310)		(42,210,317)
3,206,544		4,628,995		6,528,197		NET PATIENT SERVICE REVENUE		42,945,082		40,907,338		35,368,785
46,166		37,164		132,589		OTHER OPERATING REVENUE		426,657		330,494		339,864
3,252,710		4,666,159		6,660,786		TOTAL OPERATING REVENUE		43,371,739		41,237,832		35,708,649
OPERATING EXPENSES												
1,431,355	2,000,484	2,126,972	SALARIES		18,665,997	17,676,330	14,530,269					
384,366	605,104	558,833	BENEFITS		4,643,167	5,344,689	4,816,908					
102,111	7,920	427,842	CONTRACT LABOR		1,428,964	70,004	1,196,467					
1,228,842	943,366	1,116,181	PURCHASED SERVICES		10,263,570	8,331,433	10,336,031					
614,574	513,206	250,947	MEDICAL SUPPLIES		5,203,098	4,536,079	4,622,141					
11,018	97,701	366,514	OTHER SUPPLIES & MINOR EQUIPMENT		1,737,668	863,548	915,136					
229,406	124,474	119,375	REPAIRS AND MAINTENANCE		1,264,351	1,100,190	1,439,424					
19,995	25,821	64,923	RENTS AND LEASES		316,618	228,220	252,585					
77,117	54,674	49,940	INSURANCE		412,144	483,247	475,352					
91,179	71,853	82,301	UTILITIES		582,530	635,397	636,860					
553,334	489,122	533,271	DEPRECIATION		4,881,512	4,323,208	4,867,515					
5,101	21,651	22,530	TRAVEL, MEALS & EDUCATION		114,226	191,369	198,414					
98,300	127,571	121,302	OTHER EXPENSE		757,832	1,127,767	1,725,914					
4,846,698	5,082,947	5,840,931	TOTAL OPERATING EXPENSES		50,271,677	44,911,481	46,013,016					
(1,593,988)	(416,788)	819,855	NET OPERATING INCOME/(LOSS)		(6,899,938)	(3,673,649)	(10,304,367)					
NON-OPERATING REVENUE/(EXPENSES)												
(9,015)	25,479	4,985	INTEREST INCOME		97,330	225,205	187,851					
545,312	430,171	236,334	TAXES		4,214,514	3,802,155	4,216,927					
-	(2,123)	(4,515)	DONATIONS		(27,166)	(18,767)	(5,000)					
-	-	-	CARES ACT PROVIDER RELIEF FUNDS		2,610,467	-	-					
(3,985)	-	-	MISCELLANEOUS		8,463	-	(3,985)					
532,312	453,527	236,804	NON-OPERATING REVENUE/(EXPENSES)		6,903,608	4,008,593	4,395,793					
\$ (1,061,676)	\$ 36,739	\$ 1,056,659	NET INCOME/(LOSS)		\$ 3,670	\$ 334,944	\$ (5,908,574)					
\$ (508,342)	\$ 525,861	\$ 1,589,930	EBIDA		\$ 4,885,182	\$ 4,658,152	\$ (1,041,059)					



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

Humboldt General Hospital

		ACTUAL	AUDITED
		3/31/2021	6/30/2020
ASSETS:			
CURRENT ASSETS			
	CASH AND CASH EQUIVALENTS	\$ 32,466,168	\$ 31,701,634
	ACCOUNTS RECEIVABLE, NET	16,921,670	14,907,453
	OTHER RECEIVABLES	400,168	1,230,829
	INVENTORY	2,128,803	2,073,317
	PREPAIDS	1,392,952	1,493,214
	TOTAL CURRENT ASSETS	53,309,761	51,406,447
PROPERTY, PLANT AND EQUIPMENT			
	NET OF DEPRECIATION	54,596,116	58,277,583
DEFERRED OUTFLOW OF RESOURCES			
	PENSION DEFERRED OUTFLOWS	5,486,127	5,486,127
	TOTAL ASSETS	<u>\$ 113,392,004</u>	<u>\$ 115,170,157</u>
LIABILITIES:			
CURRENT LIABILITIES			
	ACCOUNTS PAYABLE	\$ 936,689	\$ 2,889,207
	ACCRUED PAYROLL	2,882,753	2,110,306
	OTHER CURRENT LIABILITIES	168,983	291,878
	TOTAL CURRENT LIABILITIES	3,988,425	5,291,391
LONG TERM LIABILITIES			
	NET PENSION LIABILITY	27,978,114	27,978,114
DEFERRED INFLOW OF RESOURCES			
	PENSION DEFERRED INFLOWS	2,478,091	2,478,091
	DEFERRED REVENUE- CARES ACT	1,286,964	2,711,391
	DEFERRED REVENUE- PENNINGTON FOUNDATION	945,571	-
	TOTAL DEFERRED INFLOW OF RESOURCES	4,710,626	5,189,482
	TOTAL LIABILITIES	36,677,165	38,458,987
FUND BALANCE:			
	NET POSITION	76,714,839	76,711,170
	TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	<u>\$ 113,392,004</u>	<u>\$ 115,170,157</u>

HUMBOLDT GENERAL HOSPITAL

PRESENTATION OF CASH ACCOUNTS

March 31, 2021-- FISCAL YEAR 2021

<u>ACCOUNTS FOR:</u>	<u>G/L ACCT. #:</u>	<u>LOCATION HELD:</u>	<u>ACCOUNT.#:</u>	<u>BALANCES:</u>
Cash Drawers	10010	Safe/Business Office/Clinics	Cash Drawers(12)	2,275
General Fund Checking	10000	Wells Fargo Bank	3828	9,013,506
Tax Account	10005	Wells Fargo Bank	925	16,581
Payroll Checking	10010	Wells Fargo Bank	3836	689,969
General Fund Investment	10020	Wells Fargo Bank	6671	1,287,005
Hanssen Scholarship Fund	10050	Wells Fargo Bank	7067	4,009
EMS Scholarship Fund	10055	Wells Fargo Bank	917	16,940
SNF Patient Trust	10035	Wells Fargo Bank	0021	26,694
SNF Memorial/Activity	10040	Wells Fargo Bank	9304	4,914
Investment Trust	10030	Wells Fargo Bank	6500	10,617,419
LGIP Savings	10025	NV State Treasurer	#xxxGHO	10,786,856

HGH TOTALS: 32,466,168

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

SUBMITTED & SIGNED:

Cory Burnett, CFO

Department: SNF Long Term Care Harmony Manor/Quail Corner

Item Description: Upgrade Existing Call Light System, Marquee and Zone lights

Justification: present call light system does not provide reports, causes delays in patient care, and has triggered residents to file multiple reports to the Ombudsman as well as a deficiency with the state survey in 2019. The current system is discontinued with limited support or parts available. The new system provides wireless reports and wireless access to a Web page and wireless phones if needed or desired.

- **Purpose:** Increase in patient satisfaction, patient safety and staff compliance
- **Other vendors considered/other quotes:** none as we are adding on to present system.
- **Return on Investment:** increase in patient satisfaction, patient safety and overall superior patient care and response time.

Cost to purchase: approximately \$40,000

Other Costs: none. The quote includes installation and upgrade to this new system. It does not have additional costs as we are using what system we already have and upgrading it. IT reports we have the server to support this.

- **Service/Maintenance Agreement:** Warranty the system for 1 year and the hardware has a 5 year factory warranty. Currently ICS (Innovative Communication Systems) has a contract with HGH where they provide remote support and come on site to assess the systems we have in place. No additional cost
- **Consumables:** outdated system but we are using the old system with upgrades

Request: Funds to cover the upgrade of the call light system, and the marquee and the Zone lights to be added to our already existing system

Purpose: Improve patient satisfaction, patient safety, and patient outcomes overall. Increase staff compliance and improve workload for management to review and report improved outcomes and satisfaction.

Recommendation: To upgrade the current call light system in SNF as soon as possible.



Innovative

COMMUNICATIONS SYSTEMS, LLC

March 11, 2021

Humboldt General Hospital
118 East Haskell Street
Winnemucca, NV 89445

Subject: Upgrade Existing Responder 4000 to Responder 5000 in your Long-Term Care unit Harmony Manor

Dear Michelle:

As per our discussions regarding the above referenced project, we are pleased to submit to you a proposal for upgrading the R4000 to R5000 in Harmony Manor.

Scope of Work:

Innovative Communications Systems has put together a quote to replace the existing Rauland R4000 head-end equipment with the Rauland R5000 equipment. The Responder 4000 system is discontinued with limited support of parts. The R5000 has replaced the R4000. One of the benefits of the Responder 5000 is better reports and wireless access to the system while keeping your older features. Rauland designed the R5000 do use the older R4000 parts so we will only be replacing the master consoles and the main controller equipment. This will allow you to use of the newer devices if needed in the future. The quote includes the reporting software that you will access from Web Page and Wireless phone integration. The quotes include LTC and Memory Care, since they are currently on the same system. There are many options and features with the Rauland family of products and we will gladly help you get the system that will meet your goals.

Requirements from Customer:

- Infectious Control if needed.
- Network provisions for new controller
- Server to run Responder 5000 Software (Reports)
- Access to rooms
- Bonds or Permits.
- Sales tax if applicable
- Additional equipment

700 Spice Islands Dr.
Sparks, NV 89431
NV License # 59112
Limit: \$ 3,000,000.00

PHONE (775) 825-2011
FAX (775) 331-7740
E-MAIL jbowers@innovativecomsys.com
CELL PHONE (775) 742-4530

MARCH 11, 2021

PAGE 2

EQUIPMENT REQUIREMENTS FOR RESPONDER 5 UPGRADE TO HARMONY MANOR LTC

Qty	Manuf	Model #	Description
2	Rauland	R5KMSC	Responder 5000 Master System Controller
2	Rauland	R5KMPCR36	36V Power Supply
4	Rauland	R5KL2KA	L-Net to K Bus Adapter
4	Rauland	R5KMTRM	Termination Board
2	Rauland	R5KCON	Responder 5000 Console
1	Rauland	R5KMRPT	R5K Application Software (Reports)
1	Rauland	R5KMSIP	R5K SIP License
1	WaveWare	0250-1250	Mobile Alert Response System
1	WaveWare	0250-1003	Plus 10 User Accounts
lot	Paige	8000536E	CAT5E CMP Neon Green
1	Misc	Msic	Connectors, J-hooks, Velcro, Etc..
1	UPS	Ground	Ground Shipping
1	ICS	Labor	Labor to install above equipment list and certify data

YOUR TOTAL INVESTMENT FOR THE ABOVE EQUIPMENT LIST...\$ 33,825.25

Thank you for allowing us to submit the above quotation. We look forward to working with you on this project in the near future. If you have any questions or would like to discuss any portion in more detail, please feel free to contact us at 775-825-2011.

Sincerely,

*Jeffrey S Bowers ****

Jeffrey S Bowers

Innovative Communications Systems, LLC



Innovative COMMUNICATIONS SYSTEMS, LLC

March 11, 2021

Humboldt General Hospital
118 East Haskell Street
Winnemucca, NV 89445

Subject: Zone light in Harmony Manor

Dear Michelle:

As per our discussions regarding the above referenced Subject, we are pleased to submit to you a proposal for adding a zone to cover the flex space rooms.

Scope of Work:

Innovative Communications Systems will provide, install, and program the equipment list below. We will install four zone lights in the Harmony Manor hall to cover the two wings and the flex space.

EQUIPMENT REQUIREMENTS

Qty	Manuf.	Qty	Description
4	Rauland	CLA244	R4k Zone Light
Lot	Paige	80056E	CAT5e Plenum Cable Neon Green
1	Misc	Misc	Misc Hardware, Connectors, Cable Ties, Etc. to complete install.
1	FedEx	Ground	Ground Shipping
1	ICS	Labor	Labor to install, program and test

YOUR TOTAL INVESTMENT FOR THE ABOVE EQUIPMENT LIST.....\$ 3,315.26

Requirements from Customer:

- Sales tax if applicable
- Additional equipment

Thank you for allowing us to submit the above quotation. We look forward to working with you on this project in the near future. If you have any questions or would like to discuss any portion in more detail, please feel free to contact us at 775-825-2011.

Sincerely,

Jeffrey S Bowers ***

Jeffrey S Bowers

Innovative Communications Systems, LLC

700 Spice Islands Dr.
Sparks, NV 89431
NV License # 59112
Limit \$ 3,000,000.00

PHONE (775) 825-2011
FAX (775) 331-7740
E-MAIL jbowers@innovativecomsys.com
CELL PHONE (775) 742-4530



Innovative

COMMUNICATIONS SYSTEMS, LLC

March 11, 2021

Humboldt General Hospital
118 East Haskell Street
Winnemucca, NV 89445

Subject: Pager Marquee to Display calls

Dear Michelle:

As per our discussions regarding the above referenced Subject, we are pleased to submit to you a proposal for adding a 24" x 4" Marquee display to show current patient calls.

Scope of Work:

Innovative Communications Systems will provide, install, and program the equipment list below. We will wall mount a 24"x4" Marquee Pager that will display all the call activity on in the unit. This will allow for everyone to see the calls and respond. HGH will need to provide a 120VAC receptacle at the location.

EQUIPMENT REQUIREMENTS

Qty	Manuf.	Qty	Description
1	WaveWare	AS112	28" x 4" Wall Pager
1	FedEx	Ground	Ground Shipping
1	ICS	Labor	Labor to install, program and test

YOUR TOTAL INVESTMENT FOR THE ABOVE EQUIPMENT LIST.....\$ 1,743.65

Requirements from Customer:

- Sales tax if applicable
- 120VAC receptacle at Marquee Locations
- Additional equipment

Thank you for allowing us to submit the above quotation. We look forward to working with you on this project in the near future. If you have any questions or would like to discuss any portion in more detail, please feel free to contact us at 775-825-2011.

Sincerely,

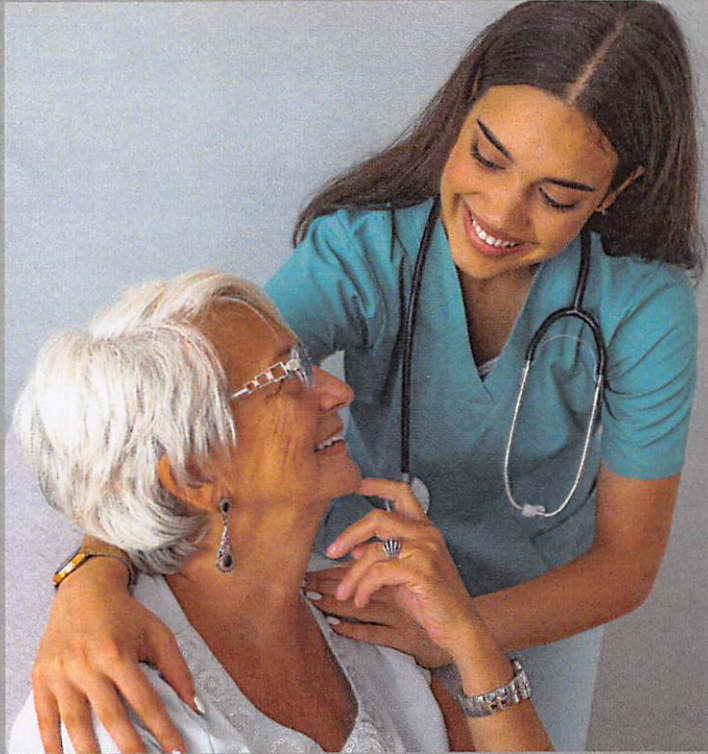
*Jeffrey S Bowers ****

Jeffrey S Bowers

Innovative Communications Systems, LLC

700 Spice Islands Dr.
Sparks, NV 89431
NV License # 59112
Limit \$ 3,000,000.00

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CELL PHONE (775) 742-4530



Workflow and Satisfaction Solutions
for Long-Term Care Facilities

Time for What Matters Most



Get Back to What You Love to Do

Caring for your residents is your life's work. Your time and expertise are best spent focusing on their safety and satisfaction. Knowing their needs are understood and tended to in a timely matter proves to residents, and their families, that your life's work is in their care and they can put their trust and faith in you to provide that.

At Rauland, providing the best solutions to assist you is *our* life's work.

Responder® 5000 nurse call communication solutions can help you:

- Make a positive impact on the life of every resident and colleague
- Improve staff retention
- Boost productivity
- Improve workload management using better information management
- Strengthen your reputation
- Provide reassurance to residents and families



Improving Resident Safety and Care Delivery

Safety measures incorporating intelligent nurse call can help benefit:

- Residents, with less pain and fewer infections
- Staff, with enhanced satisfaction and time savings
- Facilities, with reduced costs and improved reputation



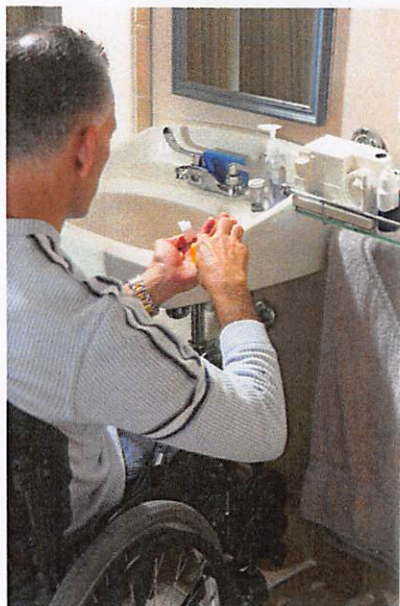
Significant obstacles such as gaps in labor, poor communication and a lack of physical resources can hinder a facility's advancements in resident safety. To address these disparities, health facilities often turn to advanced nurse call systems to support their quality initiatives and strengthen clinical, operational and financial outcomes.

Fall Prevention Programs

Accidental falls are among the most common incidents reported at facilities. One of the keys to keeping residents safe and reducing the number of falls is continual assessment of each resident's fall risk. Intelligent nurse call systems, like Rauland Responder® 5000, can enable facilities with specific functions and notifications that help to avoid falls, including:

- Pillow-side speaker and audio bath stations to enable mobility requests
- Corridor lights that indicate high fall risk for each resident
- Direct communication with residents for reassurance or to address concerns

Nurse call technology connects residents with providers to ensure a care team member is present to assist with mobility or address other concerns. An automated report with care information can be generated to help plan and build a robust fall prevention program.



Reputation is Everything

Intelligent nurse call systems can help:

- Reduce the risks and costs of falls
- Address tighter margins and reimbursements
- Differentiate in a competitive market
- Demonstrate responsiveness and provide reassurance to families and loved ones



Improving Care with Purposeful Rounding

Purposeful rounding seeks to improve the resident experience and care delivery through the use of hourly routines and notifications. One recent study found significant benefits to patient safety after adopting purposeful rounding practices, including:

- Reduced anxiety
- Improved efficiency
- Enhanced quality indicators
- Boosted teamwork and communication
- Advanced quality and accountability

Further, automated rounding alerts can equip providers with valuable information and notifications for each resident so they can provide targeted care to meet each individual's needs. Automated rounding also assists in increasing resident satisfaction, as their needs are being proactively addressed.

Reducing Pressure Ulcers

Pressure ulcers are common, costly, and debilitating wounds, causing a decreased quality of life for afflicted residents. Facilities with high rates of pressure ulcers face higher costs and risks of litigation. Residents who cannot easily reposition themselves are often susceptible to this condition and need special care monitoring and delivery.

Preventative care, integrating an intelligent nurse call system, can help residents experience less pain, few infections and experience better quality of life. Staff benefit by being more likely to have enhanced job satisfaction, as preventive care is ultimately less time consuming than the treatments needed when pressure ulcers develop. The facility itself can ultimately benefit as well, from reduced costs, enhanced image, and improved quality measures.



Rauland
A Division of AMETEK, Inc.

Toll Free +1 800 752 7725

From Outside
the U.S. +1 847 590 7100

www.Rauland.com

RESPONDER 5000 KEEPS COMMUNICATIONS AND INFORMATION FLOWING, HELPING YOUR FACILITY BECOME A TRUE COMMUNITY OF CARE.

ENGAGED FAMILY

- Strengthens family engagement for better resident satisfaction
- Allows family to make direct requests to appropriate staff, rather than interrupt nurse
- Reassures families with continuous tracking of resident location for safety and security

FOCUS ON PREVENTION

- Monitors and trends critical activities for continuous improvement to help avoid readmissions
- Continuous flow of data helps you prevent pressure ulcers, manage control of infectious residents
- Helps prevent wandering-related injuries and associated liabilities

ENVIRONMENT OF CARE

- Enables compliance with quality-over-quantity Medicare Value Based Purchasing (VBP) programs
- Improves interdepartmental integration, including Housekeeping, EVS, Transport
- Reveals over-burdened staff situations for rapid mitigation

LOCAL SERVICE / SUPPORT

- Timely, onsite delivery of clinical design, implementation and application services and support
- Responder training is continually refreshed based on our field experience and ongoing R&D enhancements
- Get your staff up to speed quickly and successfully

INTEGRATIONS

Rauland has integrated its nurse call with a number of systems providers to ensure easy, seamless operation with Responder 5000 architecture, including phones as well as ADT. A resident safety interface also helps create a more secure, comprehensive system, including button presses from a pendant for emergencies. These integrations allow your facility to receive optimal value while reducing redundancies.

SOFTWARE

The Responder 5000 Software Application provides a robust and uncomplicated solution for your communication needs, with activity boards, messaging app, reports and resident management.





Your facility is a Community

What does each member of the care team in your facility really need?

Residents want to feel safe, secure, and cared for with dignity.

Families want to feel confident in the decision they've made, knowing their loved one will be well cared for, and safe.

Administrators need to balance economic priorities with an ability to deliver safe, effective care in a competitive marketplace.

And, touching the heart of everything is the nursing staff. Caring for the residents is their life's work.

They want to keep their residents comfortable and safe, with efficient, compassionate care.

Repetitive tasks and ineffective communications can add many unnecessary steps, and waste valuable time. Real-time communication can increase staff response times dramatically, helping to improve resident care and reducing stress for both staff and residents. With an ease in communications and better workflow, care can be dramatically improved and precious time saved.

**At the heart of these needs is
one simple, shared human need:
the need to be heard.**

Rauland

Responder 5000

Solutions for Long-Term Care Facilities

Improving the Experience

For residents *and* staff

Benefits to Residents

Staff are better able to anticipate resident needs and respond more quickly, confidently and naturally when they know the residents.

And residents don't have to explain to new caregivers how to care for them day after day.

Benefits to Long-Term Care Staff

Experienced staff learn to know what residents want and need, and they can deliver better care and be more organized in their work with other team members.

Benefits to Long-Term Care Communities

With stable staffing, providers can reduce the costs involved in repeatedly advertising, interviewing, and training new staff members. And communities with satisfied staff are more capable to recruit other good workers. Family satisfaction rates also improve.



Greater hours of direct care for residents are associated with better quality of care delivery and outcomes, and a more satisfied staff, a recent study concludes.

Healthcare staff want to make a true difference in the lives of those they care for. Achieving that difference requires an efficient work environment — one with the ability to spend more time providing direct care to residents.

Yet repetitive tasks and miscommunication continue to create unnecessary steps and waste valuable time for every caregiver. Rauland Responder® 5000's easy-to-use nurse call system is designed to remove those challenges and deliver more time for what matters most: Time with your residents.

Staff Stability

Turnover is expensive. More importantly, most residents are more comfortable with caregivers they know. When long-term care communities achieve stable staffing, the direct care staff, certified nursing assistants (CNAs), nurses, and administrators working in the community have time to learn each resident's needs and preferences. A stable staff allows the community to benefit from that experience and knowledge gained over time, increasing overall competence and confidence while building strong bonds between residents and caregivers.

**Rauland Responder
intelligent Resident-Staff
communications can help
you address:**

- Real-time resident/staff voice communication
- Robust reporting and metrics
- Staff burnout and alarm fatigue
- Improved resident care

Burnout

Your nurse call system is a valuable asset that can help alleviate stress while improving resident safety. The technology can monitor care delivery and generate alerts to keep providers responsive and on schedule. These automated reminders help ensure care is provided at the appropriate time to reduce prolonged lapses that may result in infection. Notifications for turning or other care can be sent directly to care team members when the services are needed to improve responsiveness and reduce stress by both staff and residents.

Direct Communication

Speaking staff-to-staff, and staff-to-resident allows caregivers to know the resident's needs before going to the room, saving both unnecessary steps and valuable time. Your residents' requests can be communicated directly to the caregiver and reassurances given that someone is on the way. During busy times, like MedPass, resident call routing can be updated to be sure all resident's needs are met even when nurses are focused on specific clinical tasks.

Caring for Your Residents

Providing residents with an easy way to communicate with staff when they need help back to their beds from the bathroom helps protect their dignity and their privacy – without compromising their safety. Requests or distress can be communicated verbally, directly to the caregiver, via the audio bath station to help avoid falls and provide help when needed. The audio pull cord in each resident's bathroom allows them to communicate quickly, and receive verbal assurance that help is coming.

Reporting Knowledge

With valid data and good reporting, your facility can take a deeper dive in scheduling to ensure you are cost-effectively staffed each shift, identify where the pain points are, and alleviate any overworked teams due to an oversight. You can also more effectively identify lapses where additional training may be required to be more responsive to resident needs and care delivery.

Fall Prevention

Instead of allowing chair pads to alarm in rooms, startling residents and adding to their fall risk the alarms can route directly to your care team via Responder so that staff can quickly intervene.



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Solutions for Certified Nursing Facilities

Direct, real-time communications technology

Seamlessly integrate your phones to connect residents and staff

Responder 5000 allows you to pick the system your facility prefers. We'll connect seamlessly.



Responder. 5000 directly connects with virtually any SIP-capable phone system. Gain faster real-time communication with residents by using wireless phones and smartphones. Direct communication, faster response times, streamlined workflow and greater efficiencies benefit both residents and staff.

Focus on Fall Prevention Built Into the System

Responder's built-in fall-prevention features can visually communicate those at risk of falling via whiteboards and corridor lights above the resident door. Additionally, 2-way voice communication from both the resident's bed and toilet to their caregiver's phone means quick reassurance and faster response times, while helping to maintain resident privacy. When residents are confident their needs will be addressed in a timely manner, they're more likely to wait for help. Responder's seamless integration with Wander Management systems can also help reduce the possibility of falls.

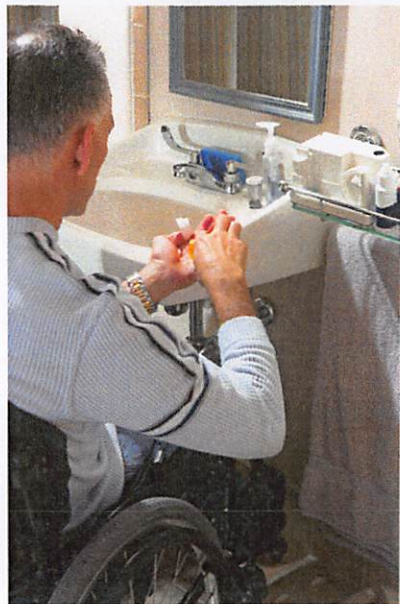
Keep Staff Mobile

The Responder 5000 app directs calls to the assigned staff's mobile device, wherever they are, so caregivers are not dependent on the nursing station or corridor lights alone. The intelligent app routes the calls, prioritizes emergency events, and shows a timer so staff can see how long a call has been waiting.

The mobile app can be installed on staff's personal devices, iPhone or Android. Little to no training is needed for setup and use

Connecting With Your Residents Has Never Been Easier:

- Fast, real-time communication with residents
- Faster response times
- Streamlined workflow
- Improved mobility for staff



Better Communication

Resident-to-caregiver communication improves when your facility's wireless phone technologies are integrated with Responder 5000. Caregivers can respond to calls and communicate with residents immediately, no matter where they are. Caregivers with wireless phones can speak directly with residents about their needs and assure them someone is on the way. Events triggered by Responder 5000 are sent directly to the appropriate staff member's mobile device. This fast, direct communication allows you to stay connected to your residents, respond faster and do what you do best—provide quality care. The integration of wireless phones also reduces the noise level within the facility, benefiting both residents and staff.



Leveraging the Industry Standard

Responder 5000 directly supports Session Initiation Protocol (SIP) telephony standard. Since compatibility is built directly into wireless handsets and smartphones, this complete VoIP solution enables peer-to-peer calls between phones and Responder beds and audio stations. Staff can answer calls directly with no dial-back or middleware, so response time is immediate.

Ultimate Flexibility

Responder 5000 integrates with virtually any healthcare wireless phone system vendor (SIP or other), so you can choose the phone technology that's right for you. This flexibility delivers two significant benefits:

- Your current wireless phone solution can integrate with your Responder 5000 system
- You can choose from the most popular telecommunications vendors to meet your technology needs.

Give your staff a complete communication solution that offers maximum flexibility and the latest technology.



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Solutions for Certified Nursing Facilities

Insightful View Of Your Resident and Nurse Communications Solutions for Certified Nursing Facilities

Responder 5000 Software Application provides a robust and uncomplicated solution for your communication needs.



The Responder® 5000 Application is web-based software with several different modules that allow facilities to enhance the Responder 5000 Nurse Call System in multiple ways. The Application provides customizable activities boards to caregivers for a clear view of the Responder 5000 nurse call activities in real time on a unit or multiple units. It provides room and resident management tools for operational support. A reporting module provides the longer term picture of the facility and the way nursing and resident's requests are met. Finally, an administration module provides tools for user management and overall customizations for the application.

View Nurse Call Activities in Real Time

The Activity Board is the centerpiece of the Responder® 5000 Application. It allows staff members with proper access rights to view the nurse call activities within a facility in real time. The Activity Board views can be customized by selecting from eleven different data elements to display location, resident and physician information. Furthermore, an Activity Board can be customized to display selected active calls from one or multiple units within a facility. This is a great solution for facilities implementing a centralized nurse call triage area. Font colors, font sizes, font styles and use of tones can be customized for each Activity Board, as well.

Activity	Location	Resident	Physician	Unit	Time
Call	Room 101	Mr. Smith	Dr. Jones	Unit A	10:15 AM
Call	Room 102	Ms. Brown	Dr. Jones	Unit A	10:20 AM
Call	Room 103	Mr. Green	Dr. Jones	Unit A	10:25 AM
Call	Room 104	Ms. White	Dr. Jones	Unit A	10:30 AM
Call	Room 105	Mr. Black	Dr. Jones	Unit A	10:35 AM
Call	Room 106	Ms. Gray	Dr. Jones	Unit A	10:40 AM
Call	Room 107	Mr. Blue	Dr. Jones	Unit A	10:45 AM
Call	Room 108	Ms. Red	Dr. Jones	Unit A	10:50 AM
Call	Room 109	Mr. Yellow	Dr. Jones	Unit A	10:55 AM
Call	Room 110	Ms. Purple	Dr. Jones	Unit A	11:00 AM

Insightful View Of Your Nurse Call Activities Has Never Been Easier:

- Customizable real-time nurse call activities views
- Powerful reporting
- Resident management
- Robust and efficient administration



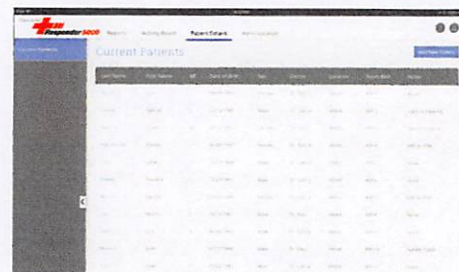
Automate Reporting Tasks to Give Staff More Time

The Reports module provides five different reports that cover in summary or detail all the historical staff response goals and nurse call activities from units, rooms/bed and resident within a facility. The Reports module offers a reporting templating feature that allows staff members to configure and save reports to be used at a later date eliminating the need of reconfiguring the report. One of the most robust features of the Reports module is the recurring reporting mechanism that allows for any of the five reports to be configured, generated and delivered automatically via email on specific days of the week to staff members.



Easily Manage Resident Detail Views

Responder 5000 offers a module that allows facilities to manage residents by displaying a compact view of all residents within a facility. It includes the ability to add or edit resident personal information and location information anytime as needed by staff members with proper access. As resident information is added to the system, the data will be available for use in other Responder 5000 Application modules like Activity Board and Reports, as well.



Control Process Flow with Robust Administration Tools

The Responder 5000 Application provides a robust administration module that allows for user management, activity board management and overall settings of the system to be maintained. The user management section of the module allows administrators of the system to manage the staff members' information, authentication credentials, access to the system, access to resident detail information and access to activity boards from different units of the facility. The activity board management section of the module allows administrators to create and manage custom activity boards, where administrators can select what location and resident information, units to be displayed, call types, font colors, font sizes, font styles and tones that will be used for an activity board.



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Technology Improves Quality, Responsiveness of Care And Teamwork at Good Samaritan's Betty Dare Facility

"Knowledge is everything," says Nigel Williams. "And the data and metrics provided to us from the new Responder system is key to helping improve response times, staff satisfaction and the satisfaction of our residents and patients."

Williams, the administrator at Good Samaritan Society's Betty Dare facility in Alamogordo, NM, receives daily email reports from the new Responder 5000 nurse call system that include response times on every patient call made over the last 24 hours.

"The reports are invaluable to me as an administrator in helping to coach and recognize staff as we seek to ensure higher levels of quality care across the facility," he said.

Betty Dare

Betty Dare, a 90-bed facility serving the surrounding region, delivers quality nursing care and rehabilitation services including post-acute rehab care, respite care, hospice care and continuing skilled nursing care for a mix of patients and residents. Care specialties include physical therapy, occupational therapy, speech therapy and restorative nursing to help maintain cognitive levels.

The previous system used at Betty Dare, an earlier Responder version, had served the facility for decades before the need for replacement became apparent.

"Once we decided to modernize," Williams said, "the corporate, collective decision was to stay with Responder and upgrade to the newest technology."

Efficient Installation

Installing the system was not difficult, according to Rick McSwain of Sound and Signal, Rauland's distributor for the territory.

"We were able to work around the facility's census and schedules," he said, "with a minimal impact on residents and staff."

"And," he added, "we have satisfaction in knowing that once the system was installed, we haven't needed to touch it."

Knowledge and Metrics

The latest Responder technology is delivering not only effective call notifications for Betty Dare, but much more, says Williams.

"The older system enabled patient to place calls but gave us no data or metrics to determine how those calls were being addressed, or the level of care we were delivering. The new Responder technology does that and gives

"With the Responder data, I can be assured that patient needs are being addressed effectively, and so can their families."

Nigel Williams, Administrator
Good Samaritan Society - Betty Dare





Responder 5000 Elements

- Nursing Console
- Patient Stations
- Duty Stations
- Staff Stations
- Bath Stations

Betty Dare Care Facility

- Orthopedic Rehabilitation
- Stroke Recovery
- Wound Care
- Pain Management
- Post-cardiac Recovery
- IV Therapy
- General Physical Strengthening
- Pulmonary Care
- Falls and Balance

me one less thing to be concerned about," Williams says. "I use the reporting daily to keep abreast of how care is being delivered, and the data is invaluable for working not only with staff, but in validating the delivery of care with residents' family."

Williams said the facility has team coverage by hall, and the reports give him information on response times, as well as variations across units, at different times of day. This helps him tie call volume to related staffing.

"Responder has given me a new tool in my toolbox," Williams added. "With the Responder data, I can be assured that patient and resident needs are being addressed effectively, and so can their families. I can

also know that we are staffed effectively to handle patients and residents by time of day and type of unit and adjust as needed based on census or types of needs."

"Using this library of data, I know what an average response time should be," Williams added. "Since the installation of the new Responder, response times are averaging one-minute voice response, and two to five minutes staff response to the room."

"This data helps us set an expectation not only with staff, but with residents and families. Any out of range response times becomes apparent. I review anomalies with staff to coach, train or adjust staffing based upon the reasons."

"This data helps us set an expectation not only with staff, but with residents and families."

Nigel Williams, Administrator
Good Samaritan Society - Betty Dare



Vital Communications

With this differing mix of patients and needs, communication is critical in maintaining responsiveness and quality of care, according to Lyndsie Hale, LPN at Betty Dare.

“The new Responder system makes the job easier,” Hale said. “The voice response, the hall light colors, and just knowing where the call is coming from and what the need is benefits staff tremendously. We’re very happy to have it.”

The older system allowed only incoming requests, she said, with no ability to respond by voice to let them know someone is aware of their need.

And, the older system, she said, had a hall light with only a single color that didn’t differentiate types of calls. The new Responder solution, she says, has brighter, modern lights that display different colors based upon the type of call. The lights also flash to show an escalation of call and provide an audible alert.

“Now we can see type of call by the color of the light in the hall and we can address resident needs faster because we can speak directly to them in their room and know their need before we go to the room. That allows us to respond more efficiently,” she said.

Camaraderie and Care

In a facility like Betty Dare, communication is based not only upon technology, but on teamwork.

“Our staff use the new technology to build upon an existing camaraderie,” Williams notes. “It helps improve not only their own satisfaction but the satisfaction of those in their care. This sense of community and technology helps them help each other, as well as their patients and residents.”

“We’ve built a community of trust here,” Williams said. “A sense of trust in each other. And a sense of trust in the technology. There’s a joy in seeing staff reach out to help each

other on calls, in talking with our residents and patients via the Responder console to answer needs and requests. We’re all part of a team, a team using technology to deliver better care to those who trust in us.”

“Responder is a system we can depend on,” Williams said. “Nursing staff appreciate it because they know it is reliable. Staff know that when there is a need, they are going to know about it. And the nursing console and patient stations give the patient a voice – the ability to talk with care staff and be reassured that someone is coming.”

“This new Responder system makes the job easier.”

Lyndsie Hale, LPN
Good Samaritan Society - Betty Dare

Rauland		Reporter 5000		REPORTS	
Betty Dare				TOTAL URGENT CALLS	0
Detailed Call Data by Unit				TOTAL CALLS	1130
Units: Nursing				AVERAGE STAFF RESPONSE	00:02:27
Date: 02/03/2018 - 02/10/2018				AVERAGE VOICE RESPONSE	00:00:50
Time: 00:00 - 23:59					
Date	Room-Bed	Call Type	Time		
02/03/2018	Room 212, Bed 1	Toilet Call Placed	00:00:09		
		Staff Arrived	00:00:57		
		Toilet Call Cancelled	00:00:57		
02/03/2018	Room 304, Bed 1	Patient Call Placed	00:22:26		
		Console 10000 Connected	00:00:06		
		Patient Call Cancelled	00:00:06		
		RN Service Requested	00:00:06		
		Console 10000 Disconnected	00:00:21		
		RN Service Cancelled	00:00:53		
02/03/2018	Room 212, Bed 1	Patient Call Placed	00:30:41		
		Staff Arrived	00:01:25		
		Patient Call Cancelled	00:01:25		

“Once we decided to modernize, the corporate, collective decision was to stay with Responder and upgrade the newest technology”

Nigel Williams, Administrator
Good Samaritan Society - Betty Dare

Rauland Responder 5000



About Good Samaritan Society - Betty Dare

Betty Dare is a 90-bed location serving the surrounding Alamogordo, NM region. The facility delivers quality nursing care and rehabilitation services including post-acute rehab care, respite care, hospice care and continuing skilled nursing care for a mix of patients and residents. Care specialties include physical therapy, occupational therapy, speech therapy and restorative nursing to help maintain cognitive levels. Betty Dare is part of the Good Samaritan Society network of more than 200 care facilities.



About Rauland, a Division of AMETEK Inc.

Rauland, a Division of AMETEK Inc., is a respected global leader in the design and delivery of advanced communications, workflow and life-safety solutions for hospitals worldwide, with installations in more than 4,000 hospitals in 40 countries.



About Responder®

Rauland's robust Responder 5000 communication system can make daily work more efficient and effective for all staff – and make daily life more satisfying for residents and their families, helping your facility become a true community of care.



SOUND & SIGNAL SYSTEMS
OF TEXAS, INC.

About Sound & Signal Systems of Texas, Inc.

Sound & Signal Systems of Texas, Inc is a low-voltage electrical company that has operated in El Paso, TX for over 30 years. The company worked with numerous hospitals, schools and other facilities in the El Paso area and New Mexico installing fire alarm systems, nurse-call systems, security and sound systems.



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Rauland

Long Term Care Facilities Solutions

Responder

5000



Expect More from Your Connected Communications System

Responder® 5000 is an easy, efficient communications solution that helps drive better productivity and satisfaction in the delivery of care at nursing homes and elder care facilities.

- **Quality of Life:** Build greater staff satisfaction and promote a quiet, healing environment.
- **An Engaged Family:** Reassure family members about resident care, safety, and security.
- **Culture of Safety:** Visually identify fall risks via multiple displays and 2-way communications.
- **Environment of Care:** Use technology to support clinicians' and residents' needs while maintaining a home-like living environment.
- **Focus on Prevention:** Help avoid readmissions, prevent pressure ulcers and infections.
- **Local Service & Support:** Onsite delivery of clinical design, implementation and training.

AMETEK®

Responder 5000 Key Components

1 Room Sconce

Outside the Resident rooms or apartments are a sconce with multiple light bands. When a resident has asked for help, a white light is lit, indicating that a resident call was made. Different light bands can be used to indicate that a Resident is a high fall risk, or that a Nurse or an Aide is present in a room. Workflows like Rounding or MedPass can be coordinated using lights as reminders so that no Resident is missed.



2 Room Station

Room stations with crisp clear audio allow caregivers to communicate directly with residents in their rooms from the console at the Nurses station or an integrated mobile device. Answering a Resident's call is an opportunity to reassure residents that help is on the way. Listening to requests before walking to the room helps to eliminate unnecessary trips giving caregivers more time to focus on caring for their residents.



3 Nurse Console

Consoles are placed on the Unit for caregivers and other staff to respond directly to Residents in their rooms. In addition they are used to communicate status or requests by starting workflows on behalf of the Resident – requesting a Nurse come to the room by lighting a green light in the corridor on the Room Sconce for example.



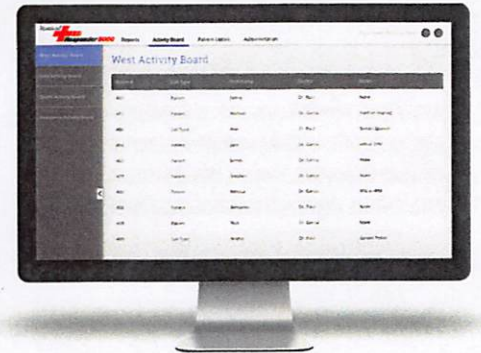
7 Staff Station

Staff Stations are placed in common areas like dining rooms and lounges where Staff and Residents may congregate. These simple stations allow anyone to request help to that location, and allows the user to speak with someone at a main nursing station.



8 Activity Boards

In addition to the Room and Staff hardware, the Responder 5000 software application provides a robust and uncomplicated solution for your communication needs. Activity boards display all the open requests in real time, allowing you to quickly see the status of your building. Reports can be run to show the days, weeks, or months activities and how quickly your team responded to Residents needs both by voice and by presence in the Resident's room.



Direct Integrations

Direct integrations with other systems in your facility will leverage your investment in a highly reliable life-safety communication system to include connections to fire safety, building security, staff safety, resident safety, and resident wandering systems.

4 Bathroom Station

Including Audio pull cords in the resident bathrooms promote resident privacy while offering security. A “Back to Bed button” and audio capability allows the resident to alert their aide that they are ready for help. Pull cords for emergencies are within reach if there is an emergency event in the room or in the shower. Anti-ligature pullcords and safety rings can be added for additional safety.



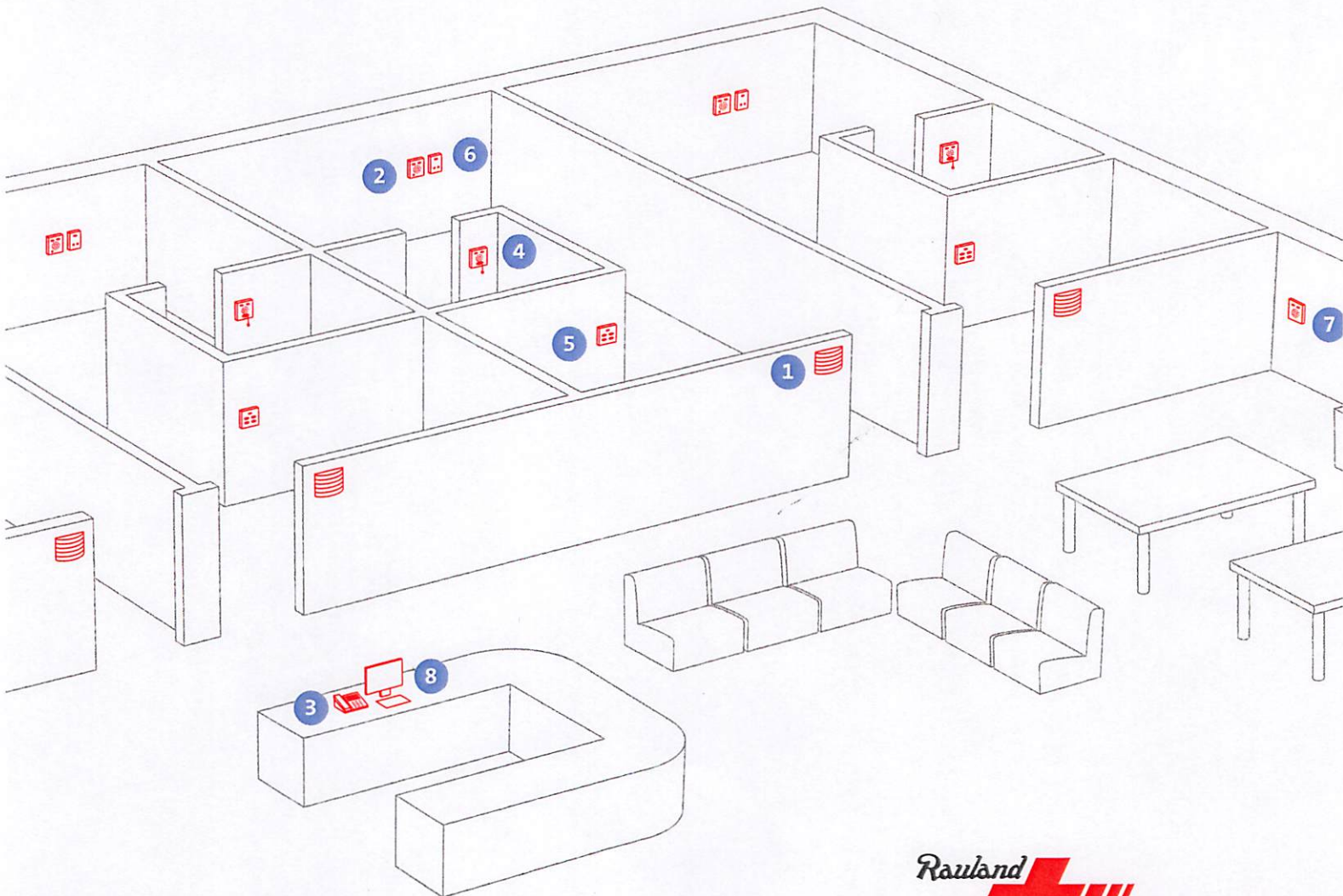
5 Workflow Stations

Workflow stations in the rooms can be used to notify staff of a task or room status that requires their attention. Common workflows include Rounding, MedPass, and Housekeeping requests. Additionally, these stations can be used to indicate that nursing or aides are present in the room, that the resident has left the room for PT or any other routine procedure. Buttons can be configured as reminders or to request help or show a room status.



6 Equipment Station

Equipment stations can be used for bed exit and chair pads to quickly alert the care team when a high fall risk resident is trying to get up without help. The care team can speak directly to the resident reminding them not to get up until help arrives. Flashing a light outside the room alerts the caregivers in the hallways that immediate help is needed.





A LEGACY OF PROTECTION

The Responder communications tool is proven to improve staff productivity, engagement and satisfaction, enhance the delivery of care, and better protect staff, patients and residents.

The Responder 5000 platform meets the ever-changing needs of staff and residents, adding support for rounding, for non-clinical workflows, for integrations to building systems, EMRs and tracking systems – all of which are vitally important to ensure high-quality care in the nursing home settings of today.

The Responder 5000 is an easy, efficient solution that will help keep communications and information flowing effectively. Customizable elements of the Responder 5000 solution include audio options in rooms, workflow stations and programmable corridor lights. The system also features a robust software application that includes activity boards, detailed reports and resident management. Additionally, Responder has long-term care specific features to support the unique needs of residents and staff for MedPass, falls and the safety of residents and staff.

CONNECTED ENVIRONMENT OF CARE

Responder 5000 seamlessly integrates with security, wander management and other smart building tools. Connecting both residents and staff to your nurse call system provides the added security and flexibility your staff, residents and their families expect in a modern care facility. Providing every resident with a device that detects their location and alerting staff when they are approaching other areas, empowers residents with the freedom of choice while still keeping them safe.

ENHANCED SAFETY AND PREVENTION

Responder 5000 enhances residents' safety by offering 2-way communication from their bed and bathroom, allowing caregivers to close the door and preserve the dignity of residents. The system also will monitor and trend critical activities for continuous improvement to help avoid readmissions, prevent pressure ulcers and manage control of infectious residents. Family members can rest assured that caregivers are able to respond more quickly and effectively to their loved ones with Responder 5000.

LOCAL SERVICE & SUPPORT

Our Rauland-certified partners are located within your community to provide timely, onsite delivery of clinical design, implementation and application services, support and installation. Our local partners also will get your staff up to speed quickly and successfully through Responder training, which is continually refreshed based on field experience and ongoing solution enhancements. These exceptional support and maintenance services will help optimize the success of the Responder solution as it functions in your long-term care environment.

Make a positive impact on the life of residents and staff by installing Responder 5000 and keep communications and information flowing efficiently, manage workflows and staff more effectively, and improve staff retention and the delivery of care.

Rauland has been improving patient care and staff communications for more than 50 years. Trust your critical communications to the industry leader – choose Rauland Responder.



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STAFF RETENTION AND SATISFACTION

More time caring for residents can directly impact better 'quality of care' outcomes. And better quality of care results in a more pleasant experience for the residents as well as the staff.

The improved workflows and direct communication of Responder 5000 can help the care team be more effective in delivering timely care, and allow them to spend a larger percentage of their shift in doing what they love most- -caring for their residents.

- Audio stations with phones help staff set expectations with residents, communicate in real time, use their time most efficiently, and ensure a more pleasant environment
- Data analytics can help staff demonstrate they are responsive to resident needs, identify areas for focused training, and provide a deeper dive into scheduling to assure the unit is properly staffed based on needs and help alleviate overworked shifts.
- Staff satisfaction and stability can be improved when staff have better communication and workflow tools, helping them to deliver better care and be more organized with their work with other team members.

ROUNDING AND SAFETY

Responder workflow reminders, like Rounding on residents, can reinforce proactive care, and deliver a corresponding reduction in pressure ulcers and reduced falls.

Pressure ulcers are a clinical concern worth monitoring. Responder workflows remind staff to proactively reposition residents, and address preventative measures with residents at risk. The resident benefits by experiencing less pain, fewer infections, and a better quality of life. That can help the facility reduce costs, deliver a better reputation in the community, and improve quality measures and overall ratings.

Rounding measures also can have a direct impact on reducing falls by residents. Incorporating a rounding protocol using Responder proactively addresses any need to leave the bed, and helps avoid the resident trying to get up by themselves. By encouraging rounding, staff can build trust, reduce anxiety and uncertainty of the residents, decrease call light activity, and alleviate care team stress.



Create a community of care – and caring



Make sure everyone in your facility has their voice heard and their needs met. Rauland's robust communication systems can make daily work more efficient and effective for all your staff – and make daily life more satisfying for residents and their families.

Learn more now, visit rauland.com, or call +1.800.752.7725 to schedule a personal demonstration.



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Humboldt General Hospital

Determining the perception of the organization in the community and among staff

FOR TODAY

01

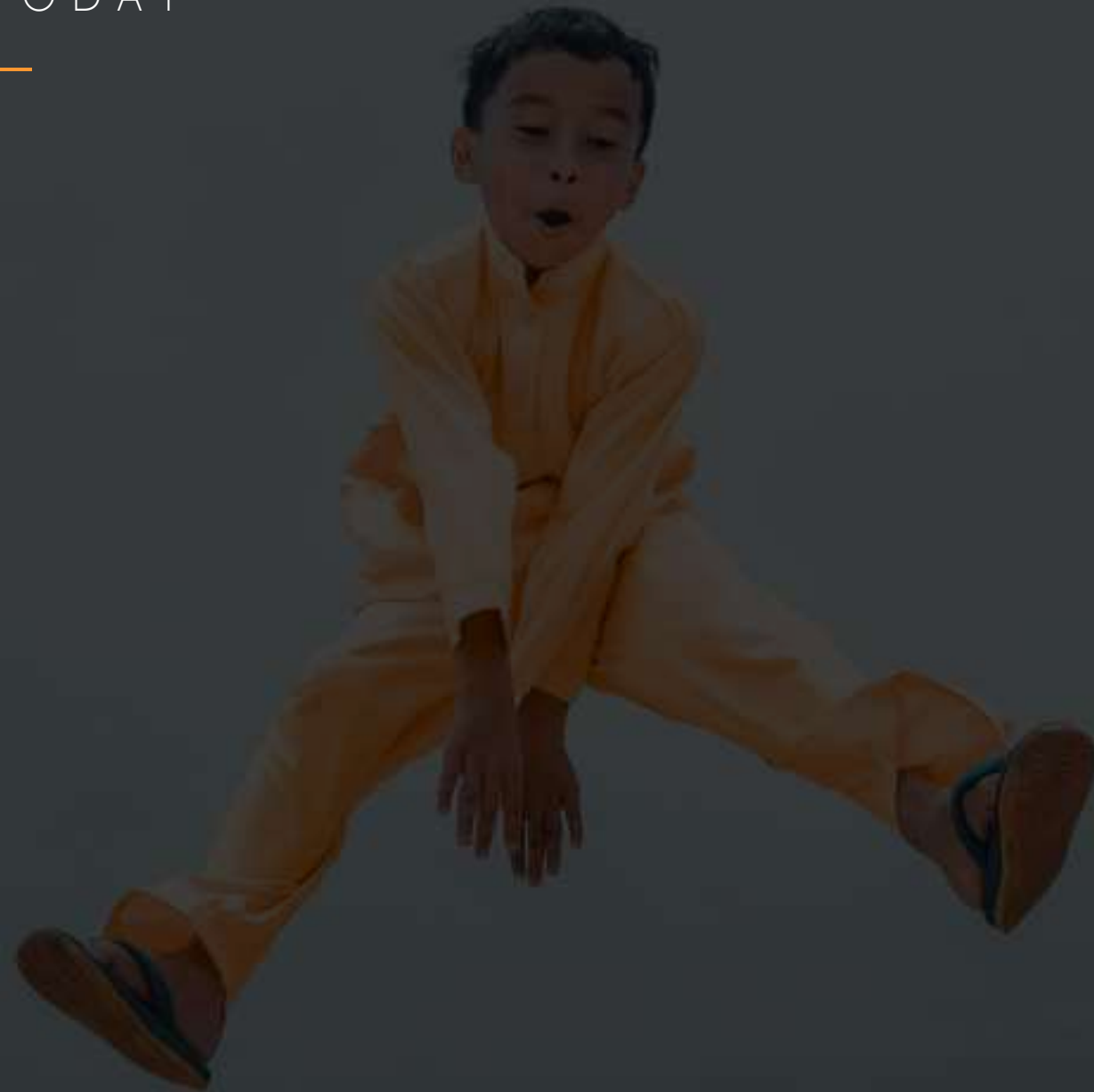
About Us

02

Opportunity, Approach and Team

03

Relevant Work



01

About Us



WHO WE ARE

A Creative Experience Company

WHAT WE DO

Humanize Brands

WHY WE DO IT

Move People to Action

Humanizing brands, moving people.

Humanizing brands creates connections

- Showing Empathy
- Engaging in Conversation
- Being Approachable
- Striving to Surprise + Delight
- Inspiring Confidence
- Invoking Emotion
- Making People Think

Moving people inspires action

- Choose
- Join
- Give
- Refer
- Engage
- Help
- Champion

MONIGLE AT A GLANCE

150
people

SPEAK OVER
15
LANGUAGES

NUMBER
OF OFFICES

Denver
New York

OWNERSHIP
Independent

Principals
Kurt Monigle
& Rick Jacobs

NUMBER
OF CLIENTS SERVED

OVER
9000

48 years old
FOUNDED IN 1971

worked in

66

countries

HAVE
LIVED
ON

6 continents

CHANGE MANAGEMENT THROUGH BRAND

01

Brand

Brand Research
Strategy
Innovation
Naming & brand architecture
Visual identity
Verbal identity

02

Experience

360-degree experience design
Journey mapping
Branded environments

03

Culture

EVP/employer branding
Behaviors and commitments
Employee engagement

04

Activation

Launch
Implementation
Conversion
Signage and wayfinding
Program management

05

Management

BEAM brand center
Governance
Brand tracking
Brand valuation
PR/Comms support

WE BRING BRANDS TO LIFE ACROSS INDUSTRIES



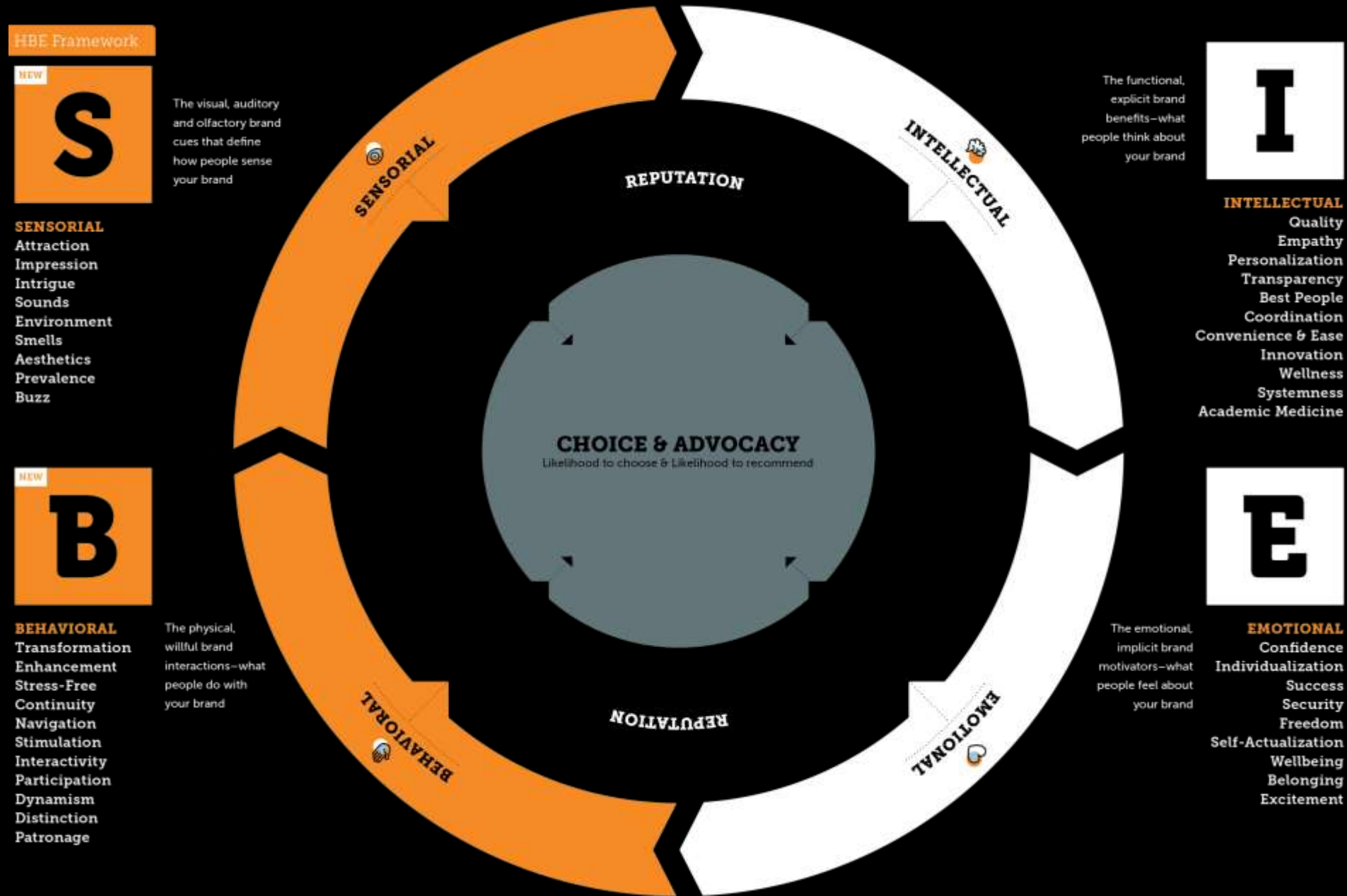
OUR EXPERIENCE IN HEALTHCARE IS UNMATCHED



WE'RE LEADING THE CONVERSATION ON THE FUTURE OF HEALTH...



... POWERED BY AN EXPERIENCE-CENTERED MODEL INFORMED BY CONSUMERS





Opportunity, Approach and Team

“We have a real disconnect between what we’re seeing in patient satisfaction scores and sentiment within the community.”

BRAND RESEARCH WILL HELP EVALUATE THE ISSUE

This is an important time for Humboldt General Hospital—for the organization and the brand. We are beginning to position the organization for the future and place it on an upward trajectory. We have dealt with, and are moving beyond, issues we faced over the last year including COVID, a ransomware attack and the EMR. Our vision is to grow in a number of areas including cardiology, oncology, and the opening of a catheterization lab.

We have excellent patient satisfaction scores but we are being told that our image in the community and among staff is not nearly as strong. We seek to have the organization's image to be at least as strong as our healthcare delivery. The end goal is to have Humboldt General Hospital be viewed as providing excellent care close to home, thereby stemming any outmigration of healthcare. The opportunity exists now to look at the brand and its role as a business asset that will contribute to our long-term success. We have the opportunity to not only evaluate how we are currently perceived, but also to determine the brand essence...those key building blocks and drivers that will allow us to develop what we will stand for in the future.

What's key to success for a process like this?

The most effective efforts such as these begin by exploring these issues with key stakeholders—patients, families, the community and its leaders, staff, Board Members, and more. We've helped organizations through hundreds of these types of efforts, and your commitment will ultimately be what makes this effort a success.

Kickoff call

Materials review and audits

Competitive review

OUR PROCESS IS BUILT ON INSIGHTS AND GUIDES EXPRESSION

01

BRAND RESEARCH

- Discovery Interviews
- Survey development
- Fielding
 - Community leaders/influencers (n=10)
 - Consumers (n=100)
 - Staff and providers (all invited)
- Data analysis

Executive presentation results including recommendations

Phase 1 Project Cost/Timing:

\$29,500

6 weeks

02 (OPTIONAL)

BRAND PLATFORM

Kickoff call

Materials review and audits

Competitive review (3)

Stakeholder Interviews (#TBD)

Brand platform likely including:

- Purpose
- Pillars
- Personality
- Experience

Optional Phase 2 Project Cost/Timing:

\$TBD

4 weeks

01 BRAND RESEARCH

In today's world, our brand must be built on the needs of the audiences we hope to serve—both internally and externally. We will evaluate how we are currently perceived, plus determine those key building blocks and drivers that will allow us to develop what we will stand for in the future...in other words our brand essence.

In order to explore the perceived disconnect between Humboldt General Hospital's positive patient satisfaction scores and regard for HGH in its service area, Monigle proposes key audience research focused on the following:

- Is HGH seen as positive force in its service area? As a key collaborator, perhaps even a prime mover with other organizations working for the well-being of area residents?
- Is HGH seen as a high quality provider of healthcare services? As a close-to-home source of medical excellence?
- Is HGH seen as focused on the health and wellness of area residents? As focused as much on keeping people out of the hospital as providing excellent hospital care?
- Is HGH's brand—including name and values-- embraced by its staff, providers and area residents?
- What recommendations do HGH's key audiences have for HGH's future?

To answer these questions, Monigle will conduct:

- One-on-one Discovery telephone interviews with HGH's CEO, CNO, and a selected Board Member.
- One-on-one telephone interviews with ten community leaders/influencers.
- An internet survey of n=100 service area heads of households (may include phone surveys).
- An internet survey of HGH staff and providers—all will be invited to participate.

The research can be completed in 6 weeks. Monigle will provide an executive presentation of the results including recommendations.

02 (OPTIONAL) BRAND PLATFORM

This is where the new brand takes shape with clear definition of what we stand for and why audiences should care about it. We call it a Brand Platform, but it has many names. The Brand Platform is a guide for all work going forward.

Kickoff call: bring the core team together to ensure alignment of efforts and to cover logistics and timing

Materials review and audits: download of all types of materials including research from the last three years and any go-forward strategy/vision documents

Trends, competitive practices (3)

Stakeholder interviews (#TBD) to discuss key drivers going forward that will help us develop the Brand Platform

Brand Platform: the “core language” surrounding our brand including relationships to any existing components (if they exist/will remain)

- Purpose: why we exist and why audiences should care about it
- Pillars: core elements of the brand that guide our decision-making
- Personality: the foundation of how we express ourselves to guide how individuals, internally and externally, engage with us
- Single Minded Idea: the brand promise we make and deliver

Brand platform: comprehensive, foundational document outlining who we are that can guide every facet of the brand as we move forward into the future

Brand Platform examples are contained in the case study section showing some of our work

Our goal in working
together is to be a
seamless extension of
your team

YOUR MONIGLE TEAM



Mike Willey
Executive Director



KL Berry
Research & Strategy




Lea Long
Senior Strategy Director

- 25 years experience in brand strategy and marketing
- Prior to joining Monigle in 1998, held senior positions at Caterpillar and Coors
- Clients include: Johns Hopkins Medicine, Renown, Newmont, Billings Clinic, Idaho Power, Adventist Health, Mayo Clinic, +100 more

- Joined Monigle in 1987
- Prior to that, was management research specialist with Xerox and on the faculty of two major universities
- Hundreds of clients both in and outside of healthcare

- 20+ years experience in brand, marketing communications
- Has held senior roles all over the world and across industries
- Clients include, Johns Hopkins Medicine, Newmont, Marin Health, Sutter Health, Scripps, Adventist Health, CenturyLink and many more

A photograph of two people running from left to right against a light blue background. The person on the left is wearing a plaid shirt and blue jeans, captured mid-stride with their right leg forward. The person on the right is wearing a light blue denim shirt and blue jeans, also captured mid-stride with their right leg forward. Both are wearing casual shoes: brown boat shoes for the person on the left and white sneakers for the person on the right.

Your experience with us will be immersive and collaborative, focused on being a true partner to your team

Beyond delivering the highest quality of work,
we want to ensure you are receiving the best
feelings possible, constantly evolving to what best
fits your team, and your business and brand needs.

Communication and trust are key

Here's what
you can expect
from us

Open lines of communication, always
As an extension of your team, we are always accessible to you

Attentiveness and a willingness to always listen

No matter the issue, we listen first and act with purpose

Proactiveness and transparency, flexed to your needs

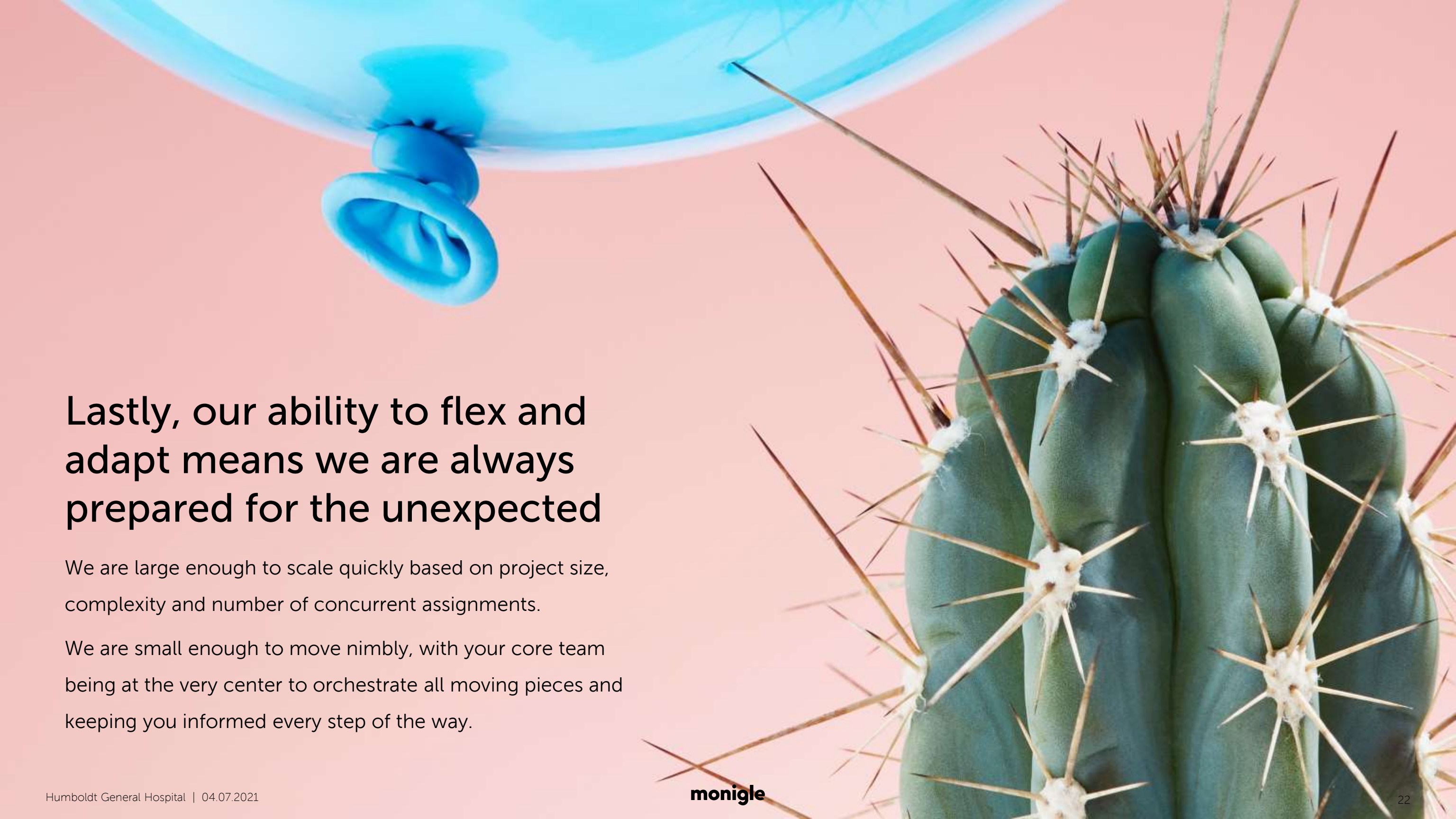
We always look ahead so you have line of sight to what's coming

Respectful push back, when appropriate

Our job is to do what's best for you and sometimes, that means we need to challenge your ideas to get to the best end result

Clear, honest recommendations

You're always going to know where we stand, and we'll never leave you wondering about what we think or what you should do next



Lastly, our ability to flex and adapt means we are always prepared for the unexpected

We are large enough to scale quickly based on project size, complexity and number of concurrent assignments.

We are small enough to move nimbly, with your core team being at the very center to orchestrate all moving pieces and keeping you informed every step of the way.

035

Relevant Work

Here are a few snapshots of our work both in and out of healthcare...all of which included the initial Discovery, Research, and Brand Platform phases

CASE STUDY

Renown Health

A brand identity that fits the high level of care
and dynamic growth

Brand platform

Brand architecture

Brand research

Naming

Logo and visual identity

Brand Guidelines

Brand Platform

Brand Promise

*Excellence and
comprehensiveness leading to
the most advanced care in the
region*

Attributes

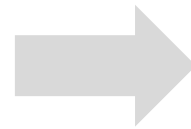
Advanced

Prominence

Innovation

360 degrees

A rebrand in 2006 to reflect a new direction





Renown[®]
HEALTH



The rebrand helped extend Renown Health's market leadership

Renown's **Market Share** in the Reno market went from 65% at the time of the rebrand to over 80% today

Consumer perception of the **Overall Leader in Area:**
Renown is a 3:1 leader vs. St. Mary's

Consumer perception of **Preferred for Serious Injury:**
Renown is a 2:1 leader vs. St. Mary's

Consumers perception Best Doctors and Best Nurses:
Renown is a 3:1 leader vs. St. Mary's

In interviews with 14 Reno area Community Leaders, **all agreed Renown is the Northern Nevada healthcare leader.** It is regarded as having great facilities, technologies, nurses and for the most part, physicians.

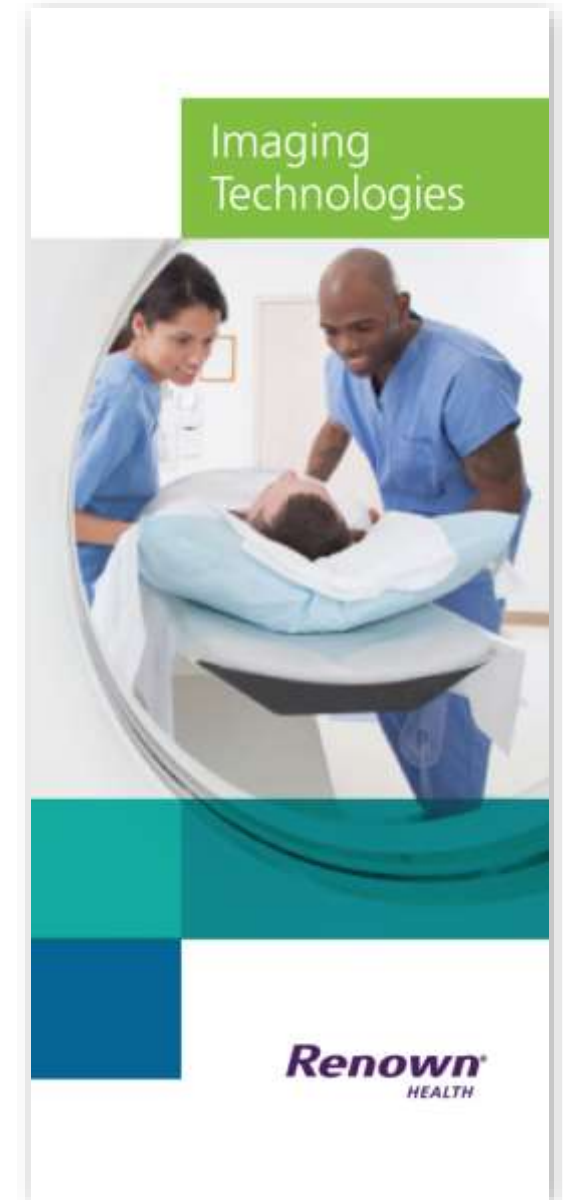
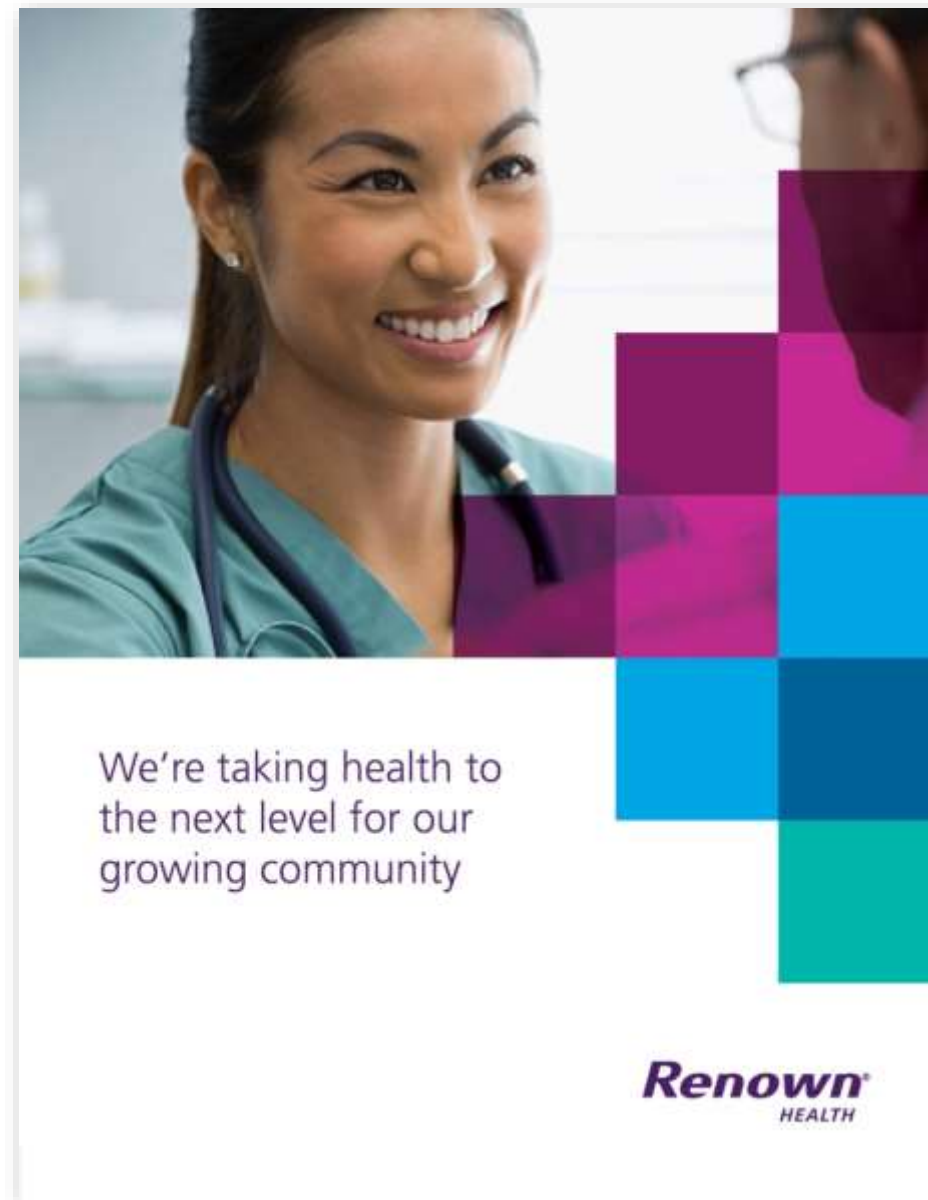
In 2017 we sought to update Renown's band expression based on the following criteria

Commitment to our community

Be "In and of the community"

Be the jewel of the region

Continue to be about excellence



We created a new “look and feel” for Renown and developed brand guidelines



Brand Guidelines

Working Draft
January 25, 2017




Creating Variety

By setting the image lead, we can create an entirely new design — even while using the same pattern. This applies with both light and heavier content pieces.

Sample applications

- 1. The top pattern repeats the image that sits on top of the lead image.
- 2. The lead pattern leads to content in a design.
- 3. The diagonal pattern highlights content with a decorative border edge. The lead image can also be used to define the image.
- 4. Both the top and a photo design provide adequate content for a wide audience. A new lead image may be used to create variety, use a mix of color, any of our brand colors, including Renown Purple, and the lead image for added slight transparency, to use a slightly offset from the background image.



Digital

Website
This sample homepage design shows how logo, pattern, color and imagery can come together in a digital space while following standard UX best practices for ease of layout and functionality.

For example, on the web a logo is right aligned placement is not recommended. Our design should allow for design flexibility and adaptation to a wide variety of applications.

Banner ads

Even in small sizes, use of compelling imagery can add visual interest. Use color in regard to strong call to action. As with other designs, Renown Purple should be reserved for key elements such as headlines and the signature.



Environmental Branding

Our design system elements shouldn't be confined to the pages of a website or brochure. By integrating them into our environments, we allow the brand to be a part of the greater Renown experience.



Color Palettes continued

Secondary Color Palette

In addition to shades of Renown Purple, a secondary color palette adds interest. Please use CMYK color values for all jobs that are for color printing, and RGB or HEX for digital applications like PowerPoint or websites. Do not use Pantone colors unless you are printing with spot Pantone colors.

Mixing of color

While the appearance of our colors may be used in design, the use of high contrast of another color should be discouraged. The broad range of colors should consider for people options without the need for additional colors on text or other elements of color the primary or secondary brand colors.

In order to provide maximum flexibility, color mixing by designing a color from the primary to a color adjacent to or neutral to generally not recommended. Renown Purple contains antibodies like the health & science. Health & science are well-known to use a color in light to a prominent way, but not exclusively.



MarinHealth

A brand expression as unique as our community and the nature that surrounds it

Brand research

Brand platform

Brand name

Logo and visual identity

Brand architecture

Brand Guidelines

Project Background

Marin General Hospital is an independent, integrated health system with a new state-of-the-art hospital that serves Marin County, California. Marin General Hospital provides a unique "Marin experience" that captures the mystique of the region. Partnerships and broader/deeper relationships with UCSF strengthen the offering.

Project Background



Marin General Hospital had grown to a system that had all the necessary services and offerings to serve the community. The organization had a strategic plan in place that was designed to win more of the secondary, tertiary and OBGYN market. Overall branding needed to be elevated to reflect its new position in the market.

Discovery and Brand Research

Internal in-depth interviews and considerable consumer research was conducted



Brand Platform

Brand Promise

Medical expertise enhanced by a natural healing environment

Attributes

Confident

We are highly skilled, agile, and entrepreneurial, with the strength to set and meet goals successfully.

Insightful

We are leading experts with unique insight into what works best for our patients and community.

Responsive

We strive to bring the critical pieces of health care into a unified whole to best serve the community, today and tomorrow.

Nurturing

We are passionate about meeting the needs of our patients and our care teams.

Brand Name



- Suggests evolution and upgrade to organizations. Has prestige and connotes quality; suggests premier organization.
- Simple, straightforward – relatively quick recognition among current and potential patients and audiences.
- Takes advantage of positive aspects of associated with place – does not give up ground to the competition.

MarinHealth

- Descriptive and suggestive of an organization that is broader than a hospital
- Brief compared “Health Care, Health System etc.”
- Implies “wellness”, more holistic, and personal

An aerial night photograph of a coastal town. The town is nestled in a valley, with houses and buildings illuminated by warm lights. A multi-lane highway winds through the landscape, its lights creating long, colorful trails of white, yellow, and red. The surrounding hills are covered in green grass and trees. In the background, a harbor with several boats is visible under a dark blue sky.

Brand Expression

Marin Health is an integration of nature and science that is as unique as our community.

Brand Expression

We serve as a gateway to boldly advance
an innovative health care experience.



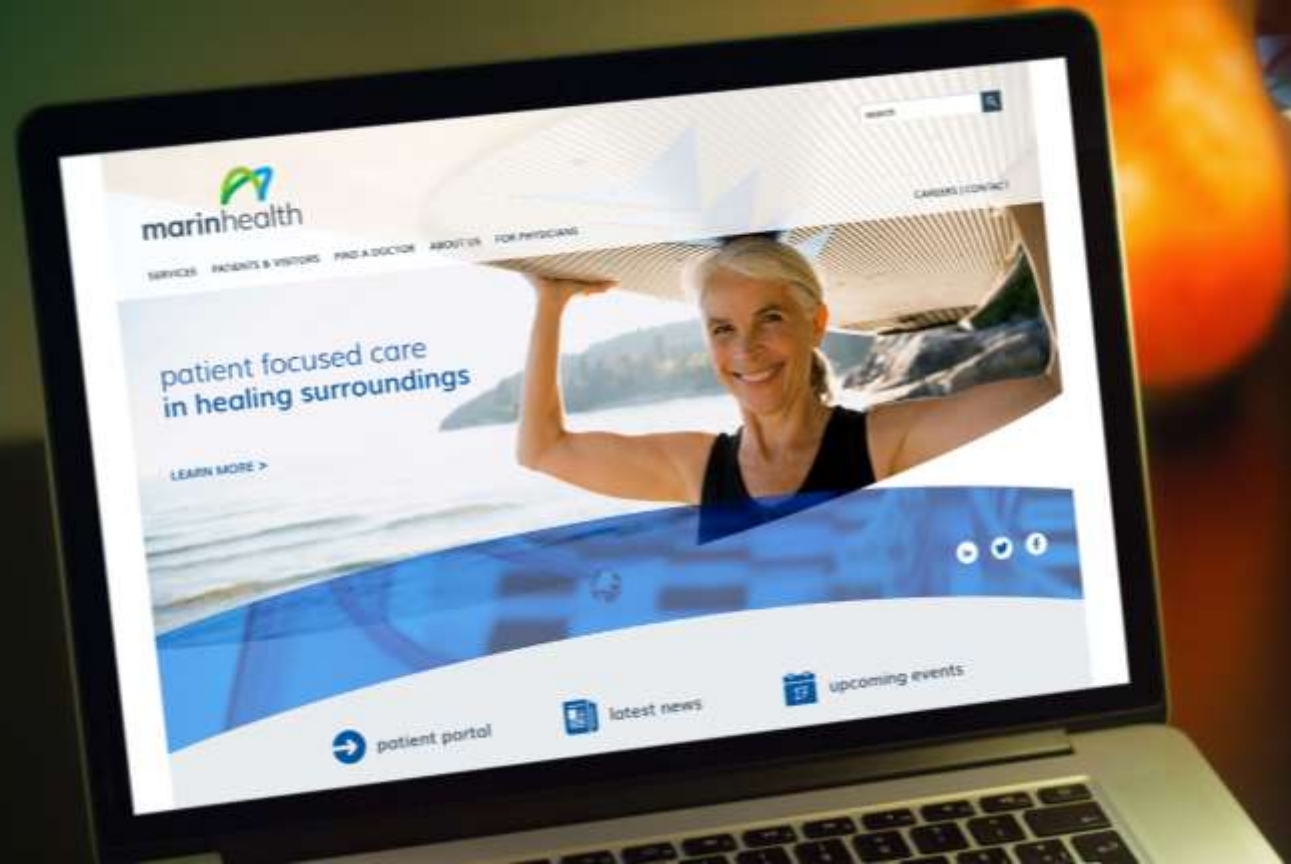
marinhealth



patient focused
care in healing
surroundings



Muli Bold 123
Muli Semibold 123
Muli Regular 123
Muli Light 123





marinhealth

Brand Architecture and Nomenclature

The original brand architecture was overly complex, especially for consumers, and did not reflect an integrated system

Organization



Centers, Institutes, Major Programs



Service Lines

- Breast Health Center
- Laboratories
- CT Imaging Suite
- Spine and Brain Institute
- Marin Outpatient Imaging Center
- Outpatient Physical Therapy
- Cardiovascular Testing Center
- Cardiovascular Performance Center



Foundation

Humboldt General Hospital | 04.07.2021



Physicians Groups/Specialty Center



Cobrands



Ownership



Source: Monigle analysis

Brand Architecture and Nomenclature

Brand architecture "connects the dots" across the system of care portraying a unified organization and simplified navigation for the consumer.

Level	Treatment		
1: System			
2: Key Entities			
3: Service Lines/Areas of Collaboration	<p style="text-align: center;">Humboldt General Hospital 04.07.2021</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  </div> <div style="text-align: center;">  </div> <div style="text-align: center;">  </div> </div> <hr/> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  </div> <div style="text-align: center;">  </div> <div style="text-align: center;">  </div> </div>		
4: All Other (type only)	<p>Sub-Categories</p> <ul style="list-style-type: none"> • Vascular care <p>Departments</p> <ul style="list-style-type: none"> • Care Coordination • Financial Assistance 	<p>Support Services</p> <ul style="list-style-type: none"> • Imaging & Radiology • Laboratory • Surgery 	<p>Key Facility Names</p> <ul style="list-style-type: none"> • Haynes Institute • Braden Center

This rebranding effort has elevated the MarinHealth brand to reflect the organization's exciting new and prestigious position in the market.



CASE STUDY

Prisma Health

Transformation from a traditional healthcare system into an innovative health company

Naming

Brand platform

Brand architecture

Verbal identity

Visual identity

Brand book

Brand trainings

Guidelines

Children's Hospital identity

Prisma Health was born of the belief in coming together to do what's never been done before, in order to create a hopeful future for healthcare in South Carolina. Taking inspiration from how light refraction can shift perception and transform into something new, the new identity radiates a new energy of possibility, with a spectrum of colors that represents the diverse community Prisma serves. We created a consistent branded approach across all platforms of communication including digital, print, and environmental, by using the power of story through color, typography, photography and voice to make up the new Prisma Health expression. The Prisma Health brand stands out like no other in the local market, and even across the national healthcare landscape. It signals the transformation from a traditional healthcare system into an innovative health company.

Brand Essence

Mantra

Radiating Health

Attributes

Curious

Confident

Creative

Prisma Health was born of the belief in coming together to do what's never been done before, in order to create a hopeful future for healthcare in South Carolina. The name had to visually represent this new bold direction.

A prism refracts light and creates new angles and perceptions of objects. It creates vibrant radiating colors and light and creates new spectrums from a singular direction.

PRISM



Taking inspiration from how light refraction can shift perception and transform into something new, the name Prisma radiates a new energy of possibility, with a spectrum of colors that represents the diverse community Prisma serves.

PRISMA

Adding the "A" creates a more ownable word and creates an interesting combination of syllables. The cadence of pronunciation is also stronger.

A

(BEFORE)



+



(AFTER)



HEALTHSM





ABcd

Museo Sans 100
ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz

Museo Sans 100
ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz

Museo Sans 100
ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz

109

1375

Bright Orange C

179

192

219

675

2415

White

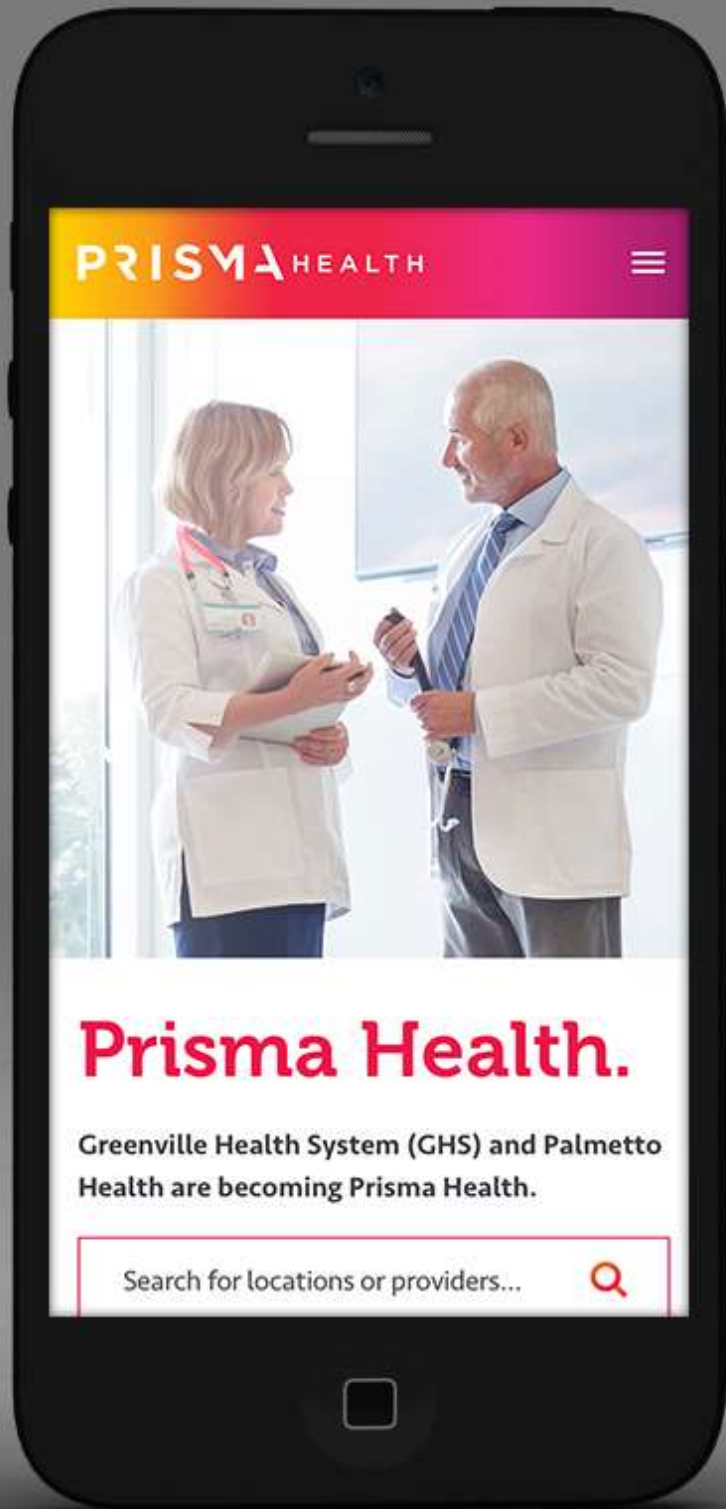
70% Black



We are becoming **Prisma Health**

Greenville Health System (GHS) and Palmetto Health are becoming Prisma Health. Your health care is still local. Your doctor won't change. Your hospital won't change. Only our company names and logos will change to reflect our unified organization, and to make it easier for you to connect with us.

Scroll down
▼



Helping you
shine brighter

PRISMA
HEALTH SM



prismahealth.org



PRISMA
HEALTH

Inspiring radiance
every day



Helping you shine brighter

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PRISMA
HEALTH



PRISMA
HEALTH

Helping you
shine brighter





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OoPpQqRrSsTtUu
VvWwXxYyZz

Freude Regular





From our client partner

"We've received overwhelmingly positive feedback about the name, the logo and the Purpose Statement. There was so much positive energy and excitement in the auditoriums at Greenville Memorial and Richland. We even overloaded our circuits at both systems with the number of people watching the events remotely via LiveStream and Facebook Live. Our senior leaders did a great job with their simultaneous unveiling ceremonies, and the Marketing and Communications/Community Relations folks were simply amazing in how they pulled together to design and orchestrate a memorable event."

- Todd Miller, SVP Marketing and Communications, Palmetto Health

CASE STUDY

NORTHWELL HEALTH

What we did

- Audience Research
- Brand Research
- Experience Innovation
- Brand Platform
- Brand Architecture
- Visual Identity
- Verbal Identity
- Brand Training
- Asset Conversion
- Brand Tracking
- Sign design & conversion
- Digital patient experience

Brand Essence

Positioning

Constantly redefining
the future of health

Mantra

True North

(Before)



(After)



The Constellation Symbol

The constellation symbol, used in the logo and throughout the design system, signals that Northwell Health is greater than the sum of its parts. The symbol's arrows of different sizes and colors, represents the diversity of minds and expertise that make up the organization, all united with dynamic energy. The upward direction of the arrows is a nod to Northwell's culture of innovation, demonstrating the system's forward-thinking orientation.



It started with a complicated and fractured system of identities for the consumer to navigate

Master Brand



Hospitals



Facilities/Centers and Institutes

Alvin and Dorothy Schwartz Ambulatory Surgery Center
 Ambulatory Surgery Center
 Apelian Cochlear Implant Center
 Bioskills Education Center
 Brain Tumor Center of the Cancer Institute
 Broadlawn Manor Nursing & Rehabilitation Center
 Cancer Institute
 Center for AIDS Research and Treatment
 Long Island Jewish Center for Advanced Medicine
 Center for Aesthetic Plastic Surgery

Center for Cranial Base Surgery
 Center for Diabetes in Pregnancy
 Center for Human Reproduction
 Gastrointestinal Oncology Center
 Gynecologic Oncology Center
 Neuroscience Institute
 Obsessive Compulsive Disorder (OCD) Center
 Orthopedic Institute
 Schein Voice Center
 The Smith Institute for Urology

Service Lines

Anesthesiology and pain management
 Bones, joints, muscles, hands, feet
 Brain and nerves
 Cancer and blood disorders
 Center for Head and Neck Oncology
 Cardiovascular and thoracic services
 Ear, nose and throat

Environmental and occupational health
 Heart and vein health
 Hospice & Palliative Care
 Kidney disease and hypertension
 Lungs and airways
 Mental health
 Plastic & Reconstructive Surgery

Voice Principles

Writing Best Practices



Be confident.
Use a strong, active voice.

Keep it simple.
Think clear, concise and straightforward—don't write more than you have to.

Stay focused.
Pick one idea per piece of communication, and stay focused on that story.

Show and tell.
Create a "hook" that gets people engaged. Share a story, not just a statistic.

Know your audience.
Identify who you are speaking to, and consider what they know and where they are in their journey.

Peer review.
Have someone read your work out loud, and use our brand voice checklist to evaluate.

Our voice should feel like... A turning point

When innovation transforms from something cold and technological, to something unmistakably human

When something that was complex and overwhelming, suddenly feels clear

When you feel truly cared for—not just sympathized with, but seen and understood

The feeling that, finally, someone is seeing things from a new perspective ("Finally, someone gets me")



The Turning Point Voice

Voice Principle 1

Think human first

The turning point for healthcare will be when people stop thinking about innovation as tech-led, and start thinking about it as human-led. Our voice shows how we're ahead of the game just by sounding human. Lead with emotion, empathy and warmth. Help people feel supported, understood, and relieved ("Finally, someone gets me.")

Writing tactics:

- Use the first and second person ("you", "we", "us") to create a human connection— when possible, use first names
- Write like a human, not a company: lose the jargon, embrace human expressions, contractions, and emotion
- Simplify complexity wherever we can by explaining it like you really would, in-person

Voice Principle 2

Make vision real

A turning point is a moment of inspiration, that can only be created by those with the imagination to think beyond the status quo and the vision to question what's possible. Invite others to share in our big ideas about the future of healthcare. Energize and excite people by empowering them to imagine what possible.

Writing tactics:

- Create energizing, bold headlines with eye-catching statements about the work we're doing
- Encourage people to think big with us (Think: "What if...", "Imagine...")
- Always connect big ideas (science, innovations, awards) to what it means for people—paint a picture in their mind

Voice Principle 3

Shift perspective

With a new direction comes a new way of looking at the world. Share our unique vision with people by highlighting the differences that our perspective reveals. Create a clear shift in a story, when everything changes for the better. Take something simple—and turn it into something else entirely.

Writing tactics:

- Create a shift (visually, or through storytelling) when everything changes ("Everything seemed impossible. Until...")
- Create human action in unusual context—for example, give hands to an MRI machine; eyes to a needle
- Share a story from a unique perspective (Doctor by day, Dad by night)



Dynamic
Vibrant
Diverse
Unified





Perspectives and Connections



The Sans
human
friendly
simple

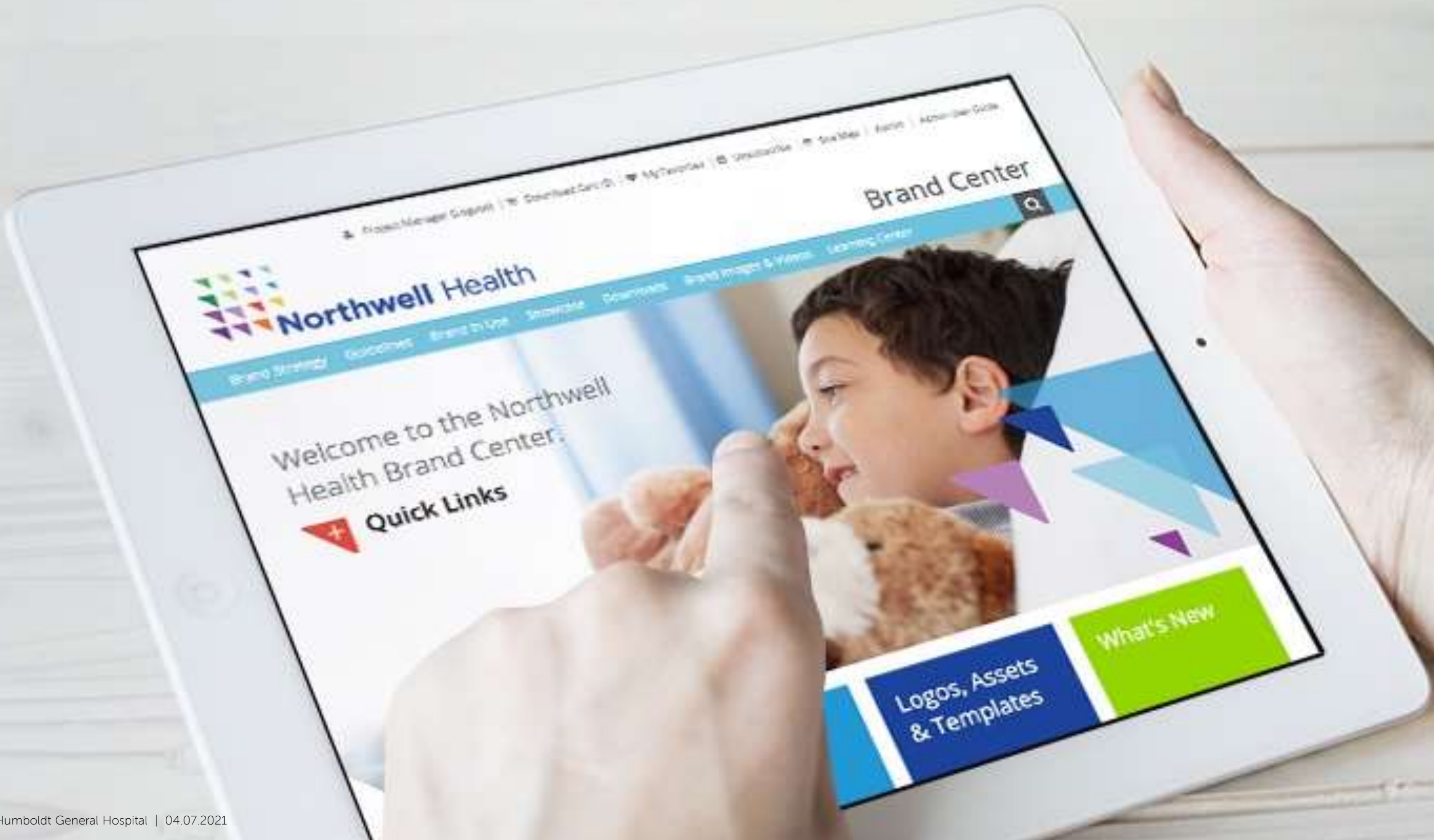
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**Northwell
Health**









“For this to be successful, everybody has to have a vested interest in getting this to the right place. And the need to mobilize everybody and move in the right direction has probably been the hardest job. With that said, everybody is ready and energized. We have a really good story to tell and a really good platform to tell it.”

Ramon Soto
Chief Marketing Officer, Northwell Health

“Monigle has an amazing way of getting corporate players to talk honestly and collaboratively about their established brands and businesses. While respecting the essence of an existing brand, Monigle has a unique ability to find the white space and breakthrough to create a truly unique brand positioning and expression.”

Katherine E. Zimmerman Sr.
Director of Brand, Marketing & Communications, Northwell Health



Broadening expression and uniting communities in a diverse and inclusive world



ASIANS



BAM



DISABILITY



FAMILIES



GLEAM



HOLA



INDIGENOUS



MILITARY



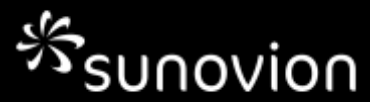
WOMEN



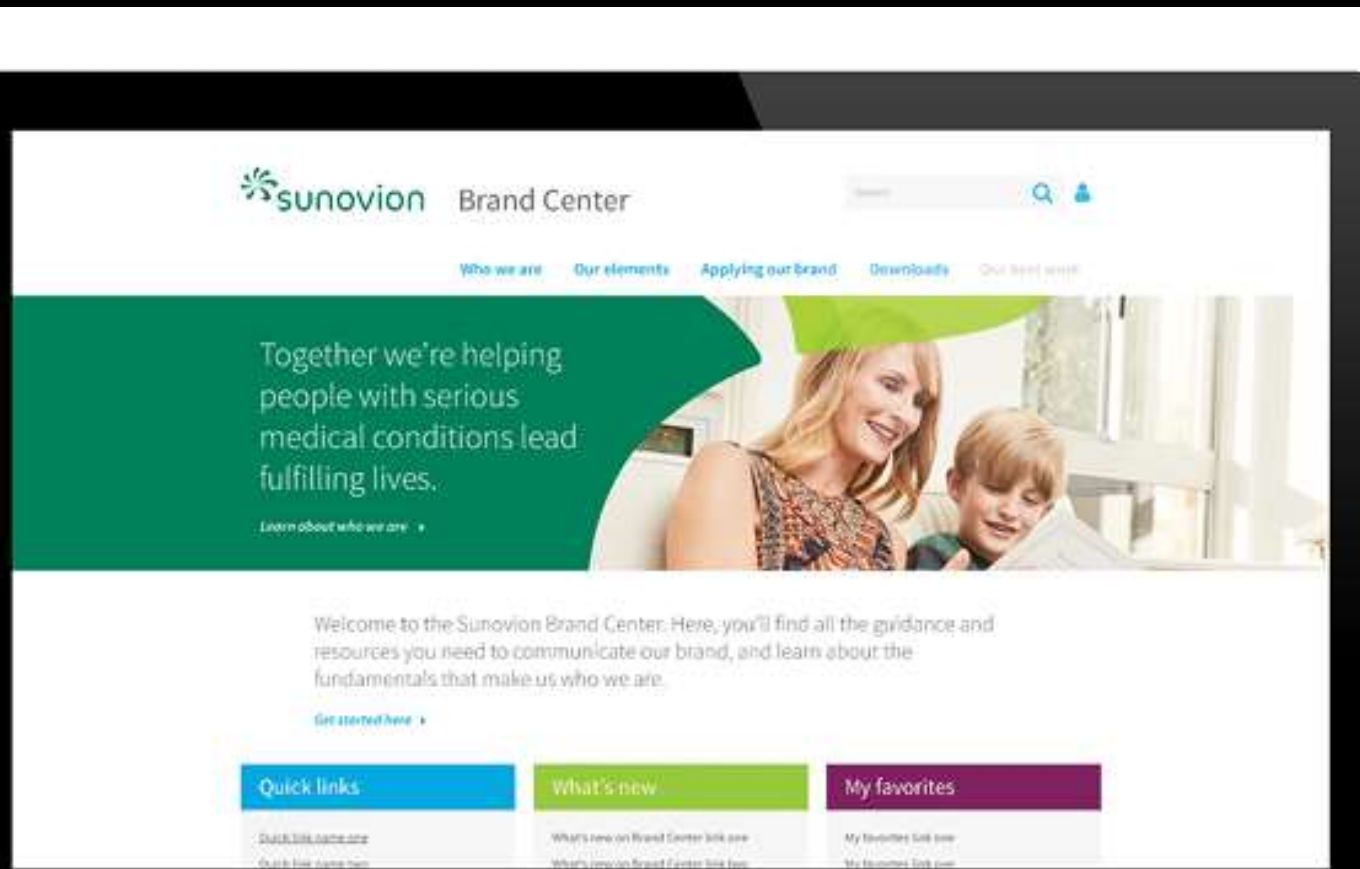


Helping a global giant feel more natural



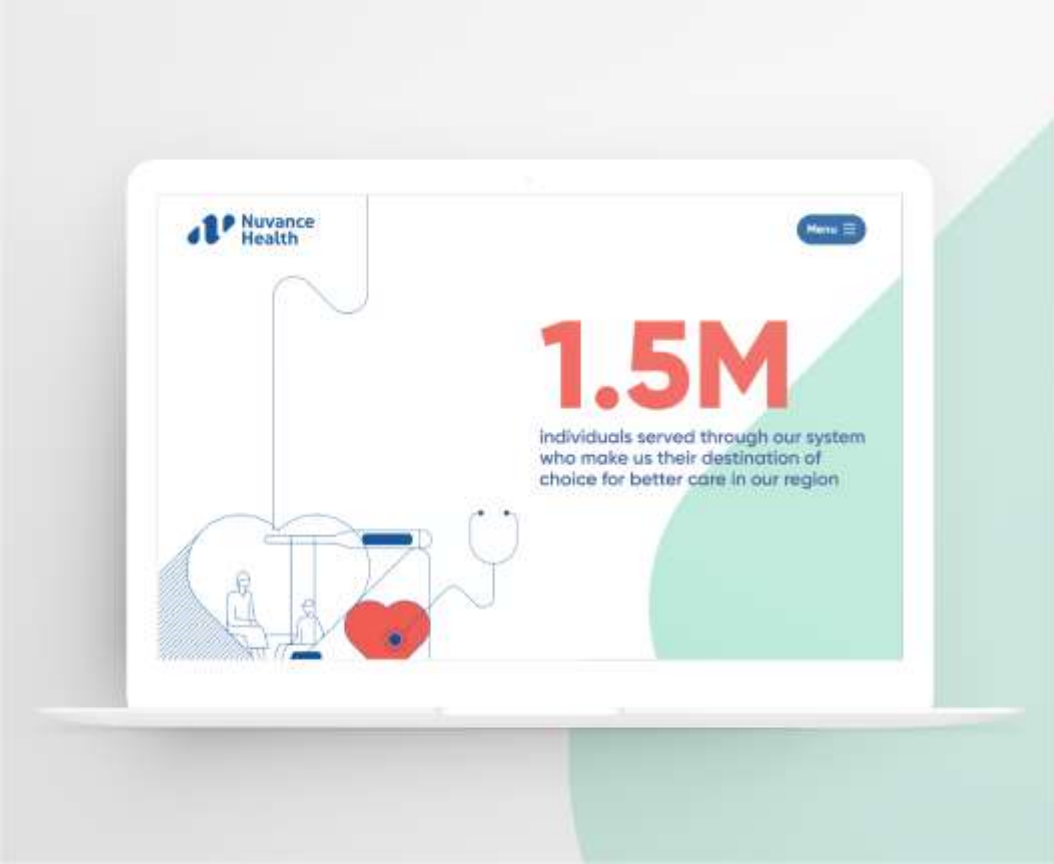
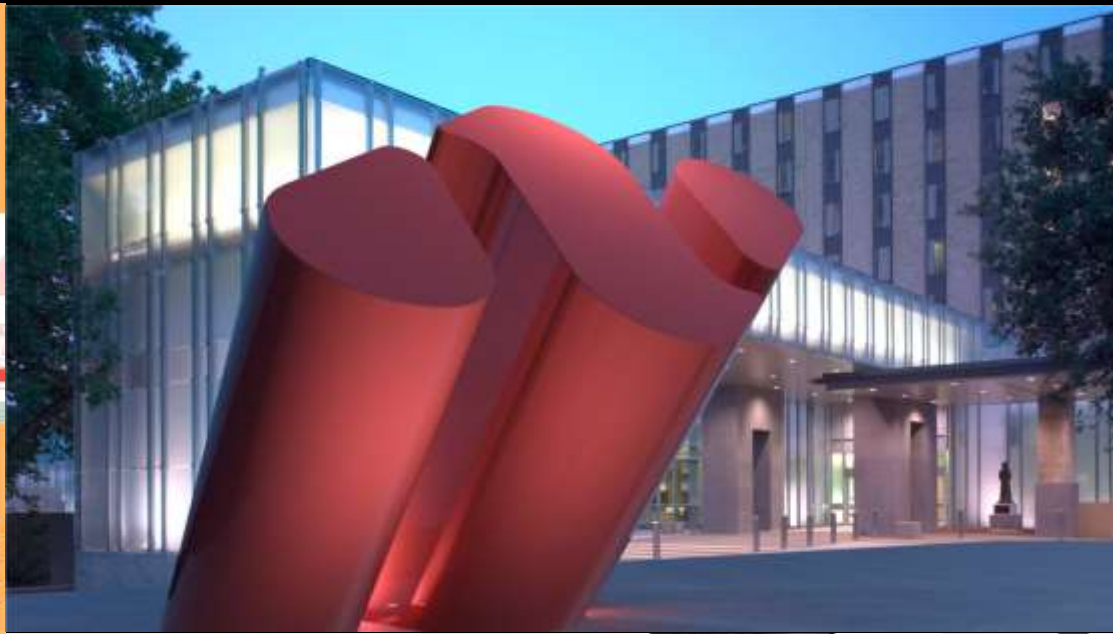


Refreshing an emerging pharma powerhouse to take a more proactive role in the lives of those they serve





Creating a new definition of health and wellness that brought the strengths of two organizations to the forefront



UNCOMMON

Creating a unique brand to reflect an uncommon culture



We look forward to the journey ahead.



Monigle

Denver 150 Adams Street
Denver, CO 80206
www.monigle.com

New York 575 8th Avenue
Suite 1716
New York, NY 10018

Primary contact

Michael R. Willey
Executive Director

mwilley@monigle.com

Office 303.388.9358

Cell 720.308.2556

PROFESSIONAL SERVICES AGREEMENT

(PHYSICIAN FULL TIME EMPLOYMENT)

This Professional Services Agreement (the "Agreement") is effective April __, 2021 between **Humboldt County Hospital District dba Humboldt General Hospital** ("Hospital") and **Lee T. Church, M.D.** ("Physician").

BACKGROUND

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

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

1. **NATURE OF RELATIONSHIP.** Physician agrees to render the services pursuant to this Agreement as an employee of Hospital.
2. **COMMENCEMENT DATE.** Commencing no later than February 28, 2022 ("Outside Date"), Physician shall provide the services required by this Agreement. The date that Physician actually becomes a Hospital employee and commences providing services pursuant to Section 3 of this Agreement shall be the "Commencement Date."
3. **PHYSICIAN OBLIGATIONS.**
 - 3.1 **Physician Services.** Commencing on the Commencement Date, Physician shall provide clinical services that are reasonably and commonly within the scope of services provided by a physician practicing in Physician's Specialty consistent with Physician's licensure, training and privileges, including but not limited to examining patients; performing medical and surgical procedures; prescribing medication or treatment; conducting hospital rounds; consulting with other practitioners; providing call coverage for Hospital's emergency department; supervising advanced practice professionals and clinical support staff as requested by Hospital; etc. In addition to such clinical services, Physician shall also perform administrative and other duties related to Physician's clinical services and Hospital's operations as reasonably requested by Hospital or required by medical staff bylaws, rules, or policies, including but not limited to participation in Hospital's quality assurance, credentialing, peer review, strategic planning, education, community relations, compliance, and other activities. The services provided by Physician pursuant to this Agreement are collectively referred to as "Services".
 - 3.2 **Schedule / Call Coverage.** Physician shall provide twenty-four (24) hour coverage for a total of ten (10) days per month. If Physician is scheduled to provide such on-call coverage, Physician shall remain available and respond immediately by phone and, if requested, shall respond in person to Hospital within thirty (30) minutes of receiving a phone call, or such shorter time as stated in Hospital or medical staff bylaws, rules or policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. COMPENSATION AND BENEFITS.

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

4.2 Employee Benefits. Physician shall be entitled to 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 time off, 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. Hospital retains the right to modify its employee benefits policies and plans at any time, which modification shall be binding on Physician.

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

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

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

5. PROFESSIONAL FEES

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

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

comply with the requirements of Medicare and any other relevant third-party payment programs. Physician shall execute any additional documents reasonably required by Hospital to accomplish the intent of this Section.

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

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

8. TERMINATION.

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

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

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

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

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

(c) Physician dies or becomes disabled. To the extent allowed by law, Physician shall be deemed to be "disabled" if Physician fails or is unable to perform the Services required by this Agreement,

with or without reasonable accommodation as defined and required by the Americans with Disabilities Act, for a total of ninety (90) days or more, regardless of whether such days are consecutive, during any twelve (12) consecutive months.

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

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

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

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

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

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

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

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

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

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

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

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

10. CONFIDENTIALITY.

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

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

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

11.1 Non-Competition. Physician shall not, within the Restricted Time and Restricted Area and without Hospital's express written consent, engage in the practice of medicine except as an employee of Hospital pursuant to this Agreement, or engage in, perform, or provide on behalf of any entity other than Hospital any of Physician's Services described in this Agreement, nor shall Physician establish, contract with, have an ownership or investment interest in, or provide professional services to any entity or facility that competes with Hospital or otherwise provides the Services described in this Agreement.

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

11.3 Scope of Restriction. Physician agrees that this Section 11 is reasonable and necessary to protect the legitimate interests of Hospital, its patients, and its personnel, and that Hospital would be irreparably injured by Physician's breach of these obligations. If the scope or duration of any restriction is

too broad to permit enforcement of such restriction to its full extent, then such restriction shall be enforced to the maximum extent permitted by law. The restrictions are severable, and in the event a restriction is completely unenforceable, the other restrictions shall remain unaffected and shall be enforced.

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

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

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

If to Physician: **Lee T. Church, MD**
4033 Shaker Run Cir
Fairfield, CA 94533
chur0085@gmail.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHYSICIAN: Name: Lee T. Church, MD
Signature: _____
Date: _____

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

ATTACHMENT 1:

COMPENSATION

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

- 1. Base Salary.** Beginning on the Commencement Date, Hospital shall pay to Physician 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 Hospital. 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 Hospital in writing.
- 2. Payment.** Hospital shall pay the compensation according to Hospital's normal payroll period.
- 3. Continuing Medical Education.** Physician shall be entitled to five (5) days and Five Thousand Dollars (\$5000.00) for the purposes of continuing medical education.
- 4. Signing Bonus.** In addition to the compensation set forth above, Hospital shall pay to Physician a signing bonus in the amount of Fifteen Dollars (\$15,000) ("Signing Bonus") within fifteen (15) days after Physician executes this Agreement. If Physician fails to commence providing Services on the Commencement Date, Physician shall repay the Signing Bonus plus interest calculated at the rate of six percent (6%) per annum from the date the Signing Bonus was paid to Physician. The repayment shall be due within thirty (30) days of Commencement Date. If Physician fails to remain employed during the original term of this Agreement, Physician shall repay the Signing Bonus as provided in Section 4, below.
- 5. Repayment of Signing Bonus.** If Physician terminates his/her employment for any reason or if Hospital terminates Physician's employment with cause before the end of the original term of this Agreement, Physician shall repay a pro rata portion of the Signing Bonus plus interest calculated at the rate of six percent (6%) per annum from the dates the Signing Bonus was paid to Physician. The pro rata portion to be repaid shall be calculated based on the time remaining from the effective date of the termination until the expiration of the original term of the Agreement according to the following formula: [(number of days remaining from effective date of termination until the expiration of the original term of the Agreement) / (number of days in original term of Agreement)] x (total amount paid under Signing Bonus) = principal amount to be repaid.] The repayment shall be due within thirty (30) days of the effective date of the termination. Physician hereby authorizes Hospital to retain or offset any amounts owed by Physician to Hospital under this Section from or against any amounts owed by Hospital to Physician.

[Remainder of this page intentionally left blank]

ATTACHMENT 2:

BENEFITS

Human Resources Department will provide a copy of current full time employee benefits offered by Hospital.

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "MSA") is dated May 1, 2021 (the "Effective Date") between Humboldt County Hospital d/b/a Humboldt General Hospital, a [State and Entity Type], on behalf of itself and its affiliates and subsidiaries (collectively, "Client"), and R1 RCM Inc., a Delaware corporation, on behalf of itself and its subsidiaries (collectively, "R1").

ARTICLE I **SERVICES**

1.1 Services. R1 will provide to Client certain services ("Services") described in one or more statements of work separately executed by the parties (each, an "SOW"). Each SOW shall further describe the term, applicable Fees (as defined in Section 5.1), any specific R1 Technology (as defined in Section 2.1) utilized, and any additional terms and conditions. Upon execution, such SOW shall become a part of this MSA. Services shall be performed by R1 in a professional and workmanlike manner.

1.2 Changes to Statements of Work. The parties may modify the Services through an updated SOW reflecting such modifications and any resulting changes in Fees. Such updated SOW shall be executed by the parties and made a part of the MSA.

ARTICLE II **TECHNOLOGY**

2.1 License. Subject to the terms and conditions of this MSA, R1 grants Client a limited, revocable, non-exclusive, non-transferable right and license to use, during the Term, any R1 Technology made available as part of R1's provision of the Services, solely for Client's internal business purposes. "R1 Technology" means the proprietary software applications, including source code, APIs (application programming interfaces), automated functionality, portals, design, data structures, services, objects and any documentation, reports or other materials or business methods used in providing the Services. R1 Technology also includes updates or changes to the R1 Technology.

2.2 Access; Monitoring. If applicable, authorized users of Client ("Client Users") may be granted access to R1 Technology solely through the use of Access Credentials. "Access Credentials" means any unique user identification and password combination or other security code, method, or device used to verify a Client User's identity and authorization to access and use R1

Technology. Access Credentials will be deemed Confidential Information (as defined below) of both parties. R1 may review, monitor and record Client's use of R1 Technology to the extent permitted by law.

2.3 Limitations. Client shall not, and shall not permit any other person or entity to, access or use R1 Technology, except as expressly permitted by this MSA. For purposes of clarity, Client shall not: (a) copy, modify or create derivative works or improvements of R1 Technology or any part thereof; (b) sell, sublicense, assign, publish or otherwise make available R1 Technology to any third party; (c) reverse engineer, disassemble, decompile or otherwise attempt to derive any R1 Technology source code; or (d) input, upload, transmit or otherwise provide any unlawful or injurious information or materials, including any virus, worm, malware or other malicious computer code.

2.4 Suspension or Termination of Access. R1 may suspend, terminate or otherwise deny Client or any Client User access to or use of all or any part of the R1 Technology, without any resulting obligation or liability, if: (a) a suspension or termination is necessary to comply with any legal obligation; or (b) R1 believes, in its reasonable discretion, that Client or any Client User (i) has failed to comply with any material term of this MSA or any SOW (including any failure to pay Fees) or (ii) accessed or used R1 Technology for any purpose that is not permitted under this MSA. This Section 2.4 does not limit any of R1's other rights or remedies, whether at law or in equity.

ARTICLE III **CLIENT OBLIGATIONS**

3.1 Client Systems; Access. Client shall maintain Client's information technology infrastructure ("Client Systems") that impact R1's ability to provide Services to Client. Client shall provide all R1 personnel or R1 Service Providers (as defined below) with access to Client Systems and, if applicable, Client's premises, as reasonably required for R1 to perform the Services.

3.2 Client Data and Information. Client shall supply R1 with all data and information required by R1 to perform the Services. To the extent applicable, Client shall secure

R1's access to Client's patient accounting system for use in connection with the Services. Client shall further obtain all patient authorizations and other consents required to provide R1 with access to patient records or to enable R1 to communicate with third-party payers on Client's behalf. Client acknowledges that R1's performance of the Services depends on Client's timely, accurate and effective performance of all of its responsibilities under this MSA and each SOW, and Client further acknowledges and agrees that its failure to satisfy any such responsibilities may prevent or delay R1's performance of the Services which may result in modifications to an SOW and an adjustment of the Fees.

3.3 Notification of Investigation. Client shall notify R1 in writing within ten (10) days following knowledge of an investigation by a government agency or contractor, e.g., intermediary or QIO, where the subject of the investigation involves any aspect of the Services.

3.4 Protection of Access Credentials. Client shall: (a) keep the Client User directory current to reflect any changes and shall notify R1 as soon as practicable in the event a Client User leaves Client's employment or engagement; and (b) immediately notify R1 of any breach or unauthorized use of any Access Credentials or any other known or suspected breach of security, including, but not limited to, any loss or theft of a device on which a Client User has access to R1 Technology.

ARTICLE IV **CONFIDENTIALITY**

4.1 Confidential Information. In connection with this MSA and the SOWs, certain confidential and proprietary information regarding either Client or R1 (such party, as applicable, the "Disclosing Party") may be disclosed to the other party (such party, as applicable, the "Receiving Party"). All information identified by the Disclosing Party as proprietary or confidential, or that is of a nature that it should reasonably be considered as proprietary, trade secret or confidential, including, without limitation, information regarding the business, operations, finances, know-how, research, development, products, algorithms, technology, business plans or models, business processes, techniques, customers, computer systems and programs, intellectual property or strategies of the Disclosing Party shall be considered "Confidential Information". The parties agree that the terms of this MSA, any SOW and any exhibits or schedules constitute Confidential Information.

Confidential Information does not include protected health information ("PHI"). The definition, management and protection of PHI is specifically set forth in the BAA, attached as Exhibit A.

Confidential Information shall not include information that the Receiving Party can demonstrate (i) was, at the time of its disclosure, or thereafter becomes, part of the public domain through no fault of the Receiving Party, (ii) was known to the Receiving Party at the time of its disclosure from a source other than the Disclosing Party, (iii) is subsequently obtained from a third party not under a confidentiality obligation to the Disclosing Party, (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to any such Confidential Information, or (v) is required to be disclosed pursuant to subpoena, court order, or government authority, provided that the Receiving Party has provided the Disclosing Party with sufficient prior written notice of such requirement, if possible, to enable the Disclosing Party to seek to prevent such disclosure and allows the Disclosing Party to participate in any proceeding requiring such disclosure.

4.2 Nondisclosure. During the Term and for a period of five (5) years thereafter, each party agrees to hold the Confidential Information of the other party in strict confidence, to use such information solely in connection with this MSA, and to make no disclosure of such information except in accordance with the terms of this MSA.

4.3 Permitted Disclosures. A party may disclose Confidential Information only to its personnel, directors, agents, advisors and subcontractors (collectively, "Representatives") who have a need to know in connection with the Services and who are bound by confidentiality obligations no less restrictive than those described in this Article IV. Client shall not disclose any Confidential Information of R1 to any Representative known by Client to be a competitor of R1 at the time of disclosure, except with the prior written consent of R1. Each party shall be responsible and liable for any breach of confidentiality obligations by their Representatives.

4.4 Return of Confidential Information. Upon expiration or termination of this MSA, each Receiving Party shall, at the Disclosing Party's option, either return or destroy all Confidential Information of the other party and

all copies thereof and other materials containing such Confidential Information, other than (a) Confidential Information archived in the ordinary course of business on electronic storage systems or media or (b) as required by Applicable Laws (as defined below). Any such retained Confidential Information shall continue to be subject to the terms hereof. The Receiving Party shall confirm in writing its compliance with this Section 4.4.

4.5 Injunctive Relief. Each party acknowledges that in the event of a breach by the Receiving Party of its obligations described in this Article, damages may not be an adequate remedy and the Disclosing Party will be entitled, in addition to any other rights and remedies available under this MSA or at law or in equity, to seek injunctive relief to restrain any such breach, threatened or actual, without proof of irreparable injury and without the necessity of posting bond even if otherwise normally required.

ARTICLE V FEES

5.1 Fees; Payment Terms. Client shall pay to R1 the fees set forth in each SOW (the “Fees”). In accordance with Section 11.5, Fees are exclusive of taxes. Except to the extent otherwise agreed in an SOW, payment for Fees shall be due in full within thirty (30) days of Client’s receipt of an invoice.

5.2 Failure to Pay Timely. If any Fee has not been received by R1 within thirty (30) days after becoming due in accordance with the payment terms, then, in addition to all other remedies that may be available:

(a) R1 may charge interest on the past due amount at a rate equal to the lesser of: (i) one percent (1%) per month (which is an annual rate of twelve percent (12%)); and (ii) the highest rate permitted under applicable law;

(b) R1 may suspend performance for all Services until payment has been made in full or terminate this MSA or any SOW; and

(c) Client shall reimburse R1 for all reasonable costs incurred by R1 in collecting any late payments or interest, including attorneys’ fees, court costs and collection agency fees.

5.3 Changes in Rules or Regulations. Notwithstanding anything herein to the contrary, in the event that during the Term of this MSA, R1’s costs of providing the Services under any SOW increases as a result of any newly enacted or newly implemented rules, regulations or operating procedures of any federal, state or local agency or regulatory authority, the parties agree to negotiate in good faith regarding an increase in compensation to R1 for such affected Services to offset the increased costs.

5.4 Payment Disputes. All amounts payable to R1 under this MSA or an SOW shall be paid by Client to R1 in full without any setoff, recoupment, deduction or withholding of Fees or other payments for any reason. In the event of a good faith dispute between Client and R1 regarding any Fees, Client shall notify R1 of the dispute promptly in writing. The dispute shall be reviewed by senior executives from each party who will work, in good faith, to resolve the issue promptly. In the event a payment dispute cannot be resolved by such efforts, such dispute shall be resolved by arbitration pursuant to Section 8.2.

5.5 Accrued Fees. Termination of this MSA will not excuse any Fees, payments or credits that accrue or become due prior to termination or any payments for post-termination services.

5.6 Payer Refunds. If any refunds of patient accounts of Client are required to be refunded to or offset by any government or commercial payer as a result of Client’s violation of Applicable Laws or its obligations under this MSA or any SOW, R1 shall not be required to refund to Client any commissions or Fees earned or previously paid to R1 as a result of its collection of such refund or otherwise as a result of including such refund in its calculations of collections for purposes of Fees.

5.7 Expenses. Responsibility for expenses shall be set forth in each SOW. If applicable, expenses will be invoiced quarterly based on actual expenses incurred by R1 personnel, and R1 shall provide evidence of such expenses upon the reasonable request of Client.

ARTICLE VI INTELLECTUAL PROPERTY

6.1 R1 Intellectual Property. As between the Parties, R1 shall have and retain sole and exclusive ownership of, and all right, title and interest in, R1’s respective Intellectual Property, including in the R1

Technology, specifications and documentation that are owned or developed by R1 or its R1 Service Providers (as defined in Section 7.6 below) (and their respective agents and partners), which relate to the performance of the Services. “Intellectual Property” means copyrights, patents, trade secrets and other intellectual property rights, in and to methods, processes, techniques, work papers, proprietary information, ideas, strategies, materials, images, prototypes, software, source and object code and related materials. R1 Intellectual Property further includes anything which R1 or an R1 Service Provider may discover, create, learn, develop or enhance during the provision of Services for Client, whether or not (a) modified or developed at Client’s request, (b) modified or developed in cooperation with Client or (c) modified by Client. Client acknowledges that all of the foregoing is R1’s Intellectual Property or, as applicable, that of its R1 Service Providers and Client agrees that no work of authorship developed or delivered by R1 or R1 Service Providers is or will be a “work made for hire” as defined by U.S. copyright law. Client has no rights to the Intellectual Property owned and/or developed by R1 or R1 Service Providers, except as expressly set forth herein or in an SOW.

6.2 Protection of Intellectual Property. Without limitation to Section 4.1 hereof, each party will protect the other party’s Intellectual Property and Confidential Information with the same care and diligence as it would use to protect its own Intellectual Property and Confidential Information. Each party will take all necessary and appropriate steps to safeguard the other party’s Intellectual Property and Confidential Information, disclosed to or accessed or used by, employees, former employees, vendors, affiliates and others to whom they have directly, or indirectly, made such Intellectual Property or Confidential Information available.

6.3 Client Data. “Client Data” means data of Client that is collected, downloaded or otherwise received by R1, directly or indirectly, from Client, but does not include any information or data created by R1 to support its internal operations outside of the Services (e.g., information or data R1 uses for purposes of creating internal financial and other records). All Client Data is owned by Client and is deemed Client’s Confidential Information.

6.4 Right to Use Client Data. Client grants to R1 the right and license (with the right to sublicense to R1 Service Providers) to use and disclose Client Data for the purpose of making the Services available to Client.

ARTICLE VII

COMPLIANCE, PERSONNEL, AUDIT

7.1 PHI and Data Privacy Policy. As part of R1’s data and information privacy and information security compliance program, and in connection with its desire to uniformly protect PHI and other sensitive data, R1 maintains privacy and information security policies and procedures that, to the best of R1’s knowledge, comply with all Applicable Laws.

7.2 Business Associate Agreement. The parties have entered into a business associate agreement (“BAA”) governing the use and disclosure of protected health information in accordance with 42 C.F. R. 164.502(e) of the regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”). A copy of the BAA is attached hereto as Exhibit A.

7.3 Regulatory Compliance.

(a) Each party represents that it will use reasonable and appropriate efforts to ensure that in the performance of the Services, it, its personnel and its agents will comply with all applicable federal, state and local laws, regulations and rules, including the provisions of HIPAA and the rules of all applicable regulatory agencies with jurisdiction over Client (including, but not limited to, CMS) (collectively referred to as “Applicable Laws”).

(b) R1 represents and warrants to Client that: (i) R1 and its directors, officers and employees are not excluded from participation in any federal health care programs, as defined under 42.U.S.C. § 1320a-7b(f), or any form of state Medicaid program; (ii) to R1’s knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion; and (iii) its employees and R1 Service Providers are not listed on the most recent version of the Office of Foreign Assets Controls’ “Specially Designated Nationals List”.

(c) Client represents and warrants to R1 that: (i) there are no Client employees, personnel or independent contractors performing services for Client who are excluded from participation in any federal health care programs, as defined under 42.U.S.C. § 1320a-7b(f), or any form of state Medicaid program (ii) to Client’s knowledge, there

are no pending or threatened governmental investigations that may lead to such exclusion; and (iii) its employees, personnel and independent contractors performing services for Client are not listed on the most recent version of the Office of Foreign Assets Controls' "Specially Designated Nationals List".

7.4 Compliance Program. Each party will maintain a compliance program that meets or exceeds all applicable industry guidelines and standards for healthcare compliance programs, including but not limited to guidance issued by the U.S. Department of Health and Human Services Office of Inspector General.

7.5 Client Revenue Cycle Operations Policies. Client shall have in place appropriate privacy, security and other policies and procedures for its revenue cycle operations, and shall provide to R1 all such policies and procedures necessary for R1 to perform the Services. In doing so, R1 retains the right to review and provide comments on any such policies and procedures for purposes of ensuring that R1 can carry out its obligations to Client consistent with all Applicable Laws. R1 will notify Client of any known or suspected non-compliance with respect to Client's policies or procedures. With respect to any (i) R1-provided comments on any Client policies or procedures or (ii) known or suspect non-compliance, Client agrees to promptly review any such feedback or matters, taking into account any advice of R1 in good faith, and take such actions as it deems reasonably necessary. Notwithstanding anything in this MSA to the contrary, R1 shall have no responsibility or liability for any R1 non-compliance with any Applicable Law or this MSA if such non-compliance existed prior to the Effective Date. Without limiting the foregoing, during the Term, Client agrees to maintain a policy and procedure related to patient financial liability that defines self-pay accounts receivable management and timelines for placement with pre-collection and bad debt collection agencies. Client agrees that such policy will contain a definition for when an account is in default.

7.6 R1 Offshore Personnel. R1 may perform the Services from outside of the United States, including using R1 personnel located at R1's blended shore operations in India.

7.7 R1 Service Providers. R1 may in its sole discretion use third parties to provide certain services, systems, software or technology in connection with the

Services ("R1 Service Providers"). R1 will remain responsible for the activities of these R1 Service Providers as if those activities were undertaken by R1.

7.8 Investigations. If a party determines that a potential compliance matter that relates to the Services exists, it shall promptly inform the other party. Client and R1 agree to undertake jointly and in a coordinated fashion the investigation and resolution of any compliance matter that relates to the Services.

7.9 Audit. During the Term, but not more than once in any twelve (12) month period, upon (a) reasonable request, (b) at least thirty (30) days' advance written notice, and (c) opportunity for coordination and alignment relating to scope, each party shall provide the other party's designated auditors with access to its books and records that relate to the Services. Such audit shall be conducted during normal business hours of operation and in a manner that does not disrupt normal business operations; provided that, to the extent that either party has obtained a certification from a qualified third-party assessor (e.g., HITRUST or SOC), then any matters covered by such certification shall be excluded from the scope of such audit. Other than any audit performed by either party's internal auditors or the independent external auditors who examine either party's financial statements, the other party shall have the right to approve the auditor (such approval not to be unreasonably withheld) and require appropriate protections against disclosure of its Confidential Information, including compliance with its security policies and procedures. Each party shall provide (i) such auditors with any reasonable assistance that they may require; and (ii) the other party with a summary of the results of any such audit upon receipt.

7.10 Record Retention. For a period of four (4) years after Services are furnished under this MSA and any SOW subject to this MSA, R1 shall retain and permit the Comptroller General of the United States, the U.S. Department of Health and Human Services and their respective duly authorized representatives access to examine or copy this MSA and such books, documents, and records of R1 as are reasonably necessary to verify the nature and extent of the costs of the Services. In the event R1 provides any of its Services pursuant to a subcontract and if (i) the services provided pursuant to such subcontract have a value or cost of ten thousand dollars (\$10,000.00) or more over a twelve (12) month period and (ii) such subcontract is with a related organization, then R1 agrees that such subcontract shall

contain a clause requiring the subcontractor to retain and allow access to its records on the same terms and conditions as required by R1. This provision shall be null and void should it be determined that Section 1861(v)(1)(I) of the Social Security Act is not applicable to this MSA.

7.11 Testimony. If during or after the Term of this MSA, R1 or any R1 Service Provider is legally compelled as a result of this engagement or is requested by Client to either give testimony or produce documents or both in any court, investigative or regulatory proceeding or other legal process (including any form of discovery related there), other than in any such proceeding where R1 or any of its personnel are a party, Client will reimburse R1 or R1 Service Provider at the applicable rate for the time of the participating professional, together with all expenses associated with such activity, including the fees and expenses of R1's counsel, if counsel is deemed necessary by R1. R1 will promptly notify Client of any such demand for testimony or the production of documents but R1 will be under no obligation to seek to quash or otherwise limit the scope of such a demand.

ARTICLE VIII **DISPUTE RESOLUTION**

8.1 Exclusive Remedies. Each party agrees that the sole and exclusive remedy for (i) any dispute between the parties arising under this MSA or any SOW, (ii) any breach of this MSA or any SOW by the other party, or (iii) any claim for indemnification arising under this MSA shall be, subject to the limitations set forth therein, the processes and rights of the parties set forth in this Article VIII and Articles IX and X below.

8.2 Arbitration. The parties shall attempt to settle any disputes through good faith negotiations between their respective senior executives for a period of thirty (30) days. In the event a dispute has not been resolved, it shall be finally settled by binding arbitration, conducted on a confidential basis, under the Federal Arbitration Act, if applicable, and the then-current Dispute Resolution Procedures ("Rules") of the American Arbitration Association strictly in accordance with the terms of this MSA and the laws of the State of Delaware, excluding its principles of conflicts of laws. To the extent permitted by the Rules, all parties shall direct that any arbitration be held on an expedited basis.

All arbitration hearings shall be held in Chicago, Illinois or such other location as the parties mutually agree

upon. The arbitration decision shall be made by a majority vote of a panel consisting of three arbitrators. Each party shall select one arbitrator within thirty (30) days after the delivery of the demand for arbitration is made, and the third arbitrator shall be selected by the two arbitrators so chosen within thirty (30) days after the delivery of the demand for arbitration is made; provided, however, that for disputes involving less than Five Hundred Thousand Dollars (\$500,000), the parties shall agree on a single arbitrator. If one or more arbitrators is not selected within the permitted time periods, the missing arbitrator(s) shall be selected in accordance with the Rules. Each arbitrator shall be a licensed practicing attorney, have no conflicts and be knowledgeable in the subject matter of the dispute.

Each party shall bear its own costs of the arbitration and one-half (1/2) of the arbitrators' costs. The arbitrators shall apply Delaware substantive law and the Federal Rules of Evidence to the proceeding. The arbitrators shall have the power to grant all legal and equitable remedies and to award compensatory damages provided by Delaware law, subject to the limitations set forth in this MSA; provided, however, the arbitrators shall not have the power to amend this MSA, award punitive, special, incidental, exemplary or consequential damages, or to award damages in excess of the limits contained in this MSA. The arbitrators shall prepare in writing and provide to the parties an award, including factual findings and the reasons on which the decision is based. The arbitrators shall not have the power to commit errors of law, and the award may be vacated or corrected for any such error.

8.3 Arbitration Awards. Any award shall be paid within thirty (30) days of the issuance of the arbitrator(s)' decision. If any award is not paid within thirty (30) days, any party may seek entry of a judgment in the amount of the award in any state or federal courts having jurisdiction thereof.

8.4 No Limitation on Provisional Remedies. Neither party shall be excluded from seeking provisional remedies in the courts of competent jurisdiction, including, but not limited to, temporary restraining orders and preliminary injunctions, but such remedies shall not be sought as a means to avoid or stay arbitration.

8.5 WAIVER OF JURY TRIAL; THIRD PARTIES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY. THE REQUIREMENT OF

ARBITRATION SET FORTH IN THIS ARTICLE VIII SHALL NOT APPLY IN THE EVENT THAT THERE IS THIRD-PARTY JOINDER BY EITHER PARTY OR A THIRD PARTY INSTITUTES AN ACTION AGAINST ANY PARTY TO THIS AGREEMENT, AND SUCH THIRD PARTY IS NOT AMENABLE TO JOINDER IN THE ARBITRATION PROCEEDINGS CONTEMPLATED BY THIS ARTICLE VIII.

ARTICLE IX

TERM AND TERMINATION

9.1 Term. The term of this MSA shall begin on the Effective Date and end on December 31, 2021 unless extended by mutual written agreement of the parties or terminated as set forth herein.

9.2 Termination for Cause. In the event that either party has failed to perform its obligations under this MSA or an SOW in all material respects and that failure has not been satisfactorily addressed through the cure procedures in Section 9.3 below, the aggrieved party shall have the right to terminate this MSA or any SOW for cause sixty (60) days following the issuance of a written notice of termination to the other party hereto. No written notice of termination for cause will be valid unless the party issuing the notice has complied with the cure procedures in Section 9.3.

9.3 Cure Procedures. A non-performing party shall have the opportunity to cure the failure to perform prior to a termination for cause. Therefore, prior to the issuance of a written notice of termination for cause, each party agrees to proceed in the following manner, working in good faith to address the circumstances which led to the alleged failure to perform:

(a) The party seeking to address an area of concern shall give written notice to the non-performing party describing in reasonable detail its concerns.

(b) The non-performing party shall be given thirty (30) days within which to satisfactorily address the concern and to begin implementation of the agreed upon course of action. If necessary under the circumstances, the complete implementation of the agreed upon course of action may take more than thirty (30) days but may not exceed ninety (90) days unless the other party otherwise agrees in writing prior to the end of such ninety (90) days.

(c) If the non-performing party fails to comply with the agreed upon course of action on the appropriate timetable, then the performing party shall be authorized to issue a notice of termination for cause.

(d) Any disputes that arise during these cure procedures that cannot be resolved by a good faith dialogue among the parties shall be resolved through a mutually agreed upon alternative dispute resolution plan adopted by the parties, or alternatively, pursuant to the dispute resolution methodology in Article VIII.

9.4 Effect of Termination on SOWs. Termination of this MSA will effectuate a termination of any SOW then in effect, subject to any specific provisions contained within an applicable SOW concerning transition services and payments in connection with same. In the event there is no active SOW between the parties for a period of at least three (3) months, this MSA shall terminate without the need for further action by either party.

9.5 Rights and Responsibilities Upon Expiration or Termination. Upon expiration or termination of this MSA, including, as applicable, any transition services: (a) all rights, licenses, consents and authorizations granted by either party to the other party hereunder or under any SOW will immediately terminate; (b) Client shall cease all use of R1 Technology; (c) each party shall, within sixty (60) days, destroy or return all other documents and tangible materials containing, reflecting, incorporating or based on the other party's Confidential Information; and (d) each party shall permanently erase all of the other party's data and Confidential Information from all computer systems and networks controlled by such party, except to the extent and for so long as required by Applicable Laws, provided that R1 may retain Client Data archived in the ordinary course of business on electronic storage systems or media, subject to the terms of the BAA (if applicable), until such data is deleted in its ordinary course. Client Data will be returned in a commercially standard format, as determined by R1 in its sole discretion.

9.6 Termination for Insolvency. If any party (the "Insolvent Party") (a) files for bankruptcy, (b) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it, (c) passes a resolution for its voluntary liquidation, (d) has a receiver or manager appointed over all or substantially all of its assets, or

(e) makes an assignment for the benefit of all or substantially all of its creditors, then the other party may terminate this MSA upon prior written notice to the Insolvent Party; provided, however, that (x) any Insolvent Party subject to an involuntary proceeding will have a reasonable amount of time (and in no event less than sixty (60) days) to have such proceeding dismissed or stayed prior to the other party having the right to terminate this MSA pursuant to this Section 9.6, (y) R1 will not have the right to terminate this MSA under this Section 9.6 so long as Client is current in its payment of the Fees hereunder, and (z) Client will not have the right to terminate this MSA under this Section 9.6 so long as R1 continues to provide the Services and comply with this MSA.

ARTICLE X INDEMNIFICATION AND LIABILITY

10.1 R1 Intellectual Property Indemnification. R1 shall indemnify and defend Client and its directors, officers and employees ("Client Indemnitees") against any third-party claims arising out of or resulting from the alleged infringement of any Intellectual Property of any third party as a result of any Client Indemnitee's receipt or use of any Services or R1 Technology in compliance with this MSA. The foregoing obligation does not apply to any claim arising out of or resulting from: (a) modification of R1 Technology other than (i) by or on behalf of R1 or any R1 Service Provider; or (ii) with R1's prior written consent in accordance with R1's written specifications; (b) combination of the R1 Technology with any products or services from any third party or any other system other than as authorized or directed by R1 or any R1 Service Provider as demonstrated in writing; or (c) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Client by R1 or any R1 Service Provider.

10.2 R1 Other Indemnification. R1 shall indemnify and defend Client and the Client Indemnitees against any third-party claims, including any governmental claims relating to R1's (a) gross negligence or willful misconduct during the course of its performance of this MSA, (b) violation of HIPAA or any other Applicable Laws and (c) material breach of any of its obligations, representations and warranties hereunder, in each case which are not caused or directed by Client.

10.3 Client Indemnification. Client shall indemnify and defend R1 and its directors, officers and employees and R1 Service Providers from and against any and all

claims and losses arising out of any third-party claims, including any governmental claims, in each case to the extent based upon, relating to, or resulting from Client's (a) gross negligence or willful misconduct during the course of performance of this MSA or in connection with receipt of Services, (b) infringement of any Intellectual Property of any third party, (c) violation of HIPAA or any other Applicable Laws and (d) material breach of any of its obligations, representations and warranties hereunder, in each case above which are not caused or directed by R1.

10.4 Defense of Claims. A party making a claim for indemnification under this Article X ("Indemnified Party") shall notify the indemnifying party ("Indemnifying Party") of any action, lawsuit, proceeding, investigation or other claim ("Claim") against it by a third party describing the claim, the amount thereof (if known and quantifiable) and the basis thereof; provided that failure to notify the Indemnifying Party shall not relieve the Indemnifying Party of its indemnification obligations (a) if the Indemnifying Party had actual notice of such Claim or (b) unless and only to the extent of any forfeiture of substantive rights and defenses resulting from the failure to provide timely notice of any Claim.

10.5 Cap on Liability. Each party's total cumulative liability under this MSA and each SOW, including indemnification obligations, shall be capped at an amount equal to the total amount paid to R1 for Services in the first twelve (12) months of the Term, notwithstanding the failure of essential purpose of any remedy. The foregoing cap shall not apply to: (a) claims arising out of a party's, or such party's employees', vendors' or agents' fraud, willful or intentional misconduct; (b) personal bodily injury or death or physical property damage; (c) taxes assessed against one party that are the responsibility of the other party; (d) a party's misappropriation or infringement of the other party's Intellectual Property; and/or (e) Client's payment obligations under this MSA and/or damages for a wrongful termination of this MSA or any SOW.

10.6 General Disclaimers. R1 HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CLIENT DATA. FURTHER, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NEITHER CLIENT NOR R1 MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES, TECHNOLOGY, DATA OR SYSTEMS TO BE PROVIDED TO ONE ANOTHER PURSUANT TO THIS AGREEMENT, OR ANY RESULTS

OF THE USE THEREOF, AND EACH EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. NEITHER PARTY WARRANTS THAT THE SERVICES, ANY MATERIALS OR THE OPERATION OF ANY SYSTEMS, TECHNOLOGY, HARDWARE OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. NO REPRESENTATIVE OF R1 HAS THE RIGHT TO MAKE WARRANTIES ON R1'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF R1. ALL THIRD-PARTY MATERIALS PROVIDED BY R1 TO CLIENT ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN R1 AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO THE PARTY, AND REGARDLESS OF THE FORM OF THE CLAIM OR ACTION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN THE EVENT OF AN ERROR OR OMISSION IN THE PERFORMANCE OF SERVICES, CLIENT'S SOLE REMEDY IS REPERFORMANCE OF THE SERVICES BY R1 AT NO ADDITIONAL COST. CLIENT ACKNOWLEDGES THAT, IF APPLICABLE, AUDITS OF ITS RECORDS MAY PERIODICALLY RESULT IN DOWN-CODING AND POTENTIAL RECOUPMENT OF OVERPAYMENTS BY A THIRD-PARTY IN CONNECTION WITH SERVICES PROVIDED BY CLIENT. CLIENT AGREES THAT IN NO EVENT WILL ANY DOWN-CODING ADJUSTMENTS AND RECOUPMENT, ARISING OUT OF OR IN CONNECTION WITH R1'S PROVISION OF SERVICES UNDER THIS MSA BE DEEMED A "LOSS" CONSTITUTING DAMAGES CAUSED BY R1 AND INCURRED BY CLIENT UNDER THIS MSA, IT BEING AGREED THAT ANY SUCH RECOUPMENT AND ASSOCIATED COSTS AND EXPENSES INCURRED WILL BE THE SOLE RESPONSIBILITY OF CLIENT. CLIENT UNDERSTANDS AND AGREES THAT, AS

PART OF THE SERVICES, R1 MAKES RECOMMENDATIONS AS TO APPROPRIATE BILLING AND DOCUMENTATION ONLY AND DOES NOT PROVIDE ANY MEDICAL OR CLINICAL ADVICE OR CONSULTATION AS TO CLINICAL CARE.

R1 WILL NOT BE RESPONSIBLE FOR ANY INCORRECT INFORMATION TRANSMITTED BY CLIENT, CLIENT USERS, CLIENT'S PATIENTS OR A THIRD PARTY, OR FOR ANY ERRONEOUS OR INCOMPLETE BILLING RESULTING FROM SUCH INCORRECT INFORMATION, IF APPLICABLE. R1 PROVIDES SERVICES UNDER THIS MSA WITHOUT ANY SPECIFIC GUARANTEE OF PERFORMANCE OR ANY PARTICULAR LEVEL OF CASH COLLECTIONS. CLIENT ACKNOWLEDGES THAT R1 BEARS NO RESPONSIBILITY FOR THE ACTIONS OF ANY PRIOR VENDOR REGARDLESS OF WHETHER R1 ASSUMES RESPONSIBILITY FOR COLLECTIONS OF ACCOUNTS BILLED BY SUCH VENDOR.

10.7 R1 Insurance Coverage. R1 will obtain and continuously maintain during the Term the following insurance coverages:

(a) Workmen's Compensation: statutory limits for workers' compensation in each state as applicable to R1 employees who work on the Services;

(b) Commercial General Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate;

(c) Comprehensive Automotive Liability Insurance: \$1,000,000 per occurrence;

(d) Umbrella excess liability coverage above the commercial general liability and comprehensive automobile liability described above in all amounts not less than \$5,000,000 per occurrence/accident;

(e) Crime Insurance: R1 is responsible for loss to owner and third party property/assets and shall maintain comprehensive crime insurance coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000; and

(f) Cyber/ Errors and Omissions: \$5,000,000 per event and in the annual aggregate.

(g) R1 will name Client as an additional insured, on a primary and not in excess of any other insurance, on the General Liability and Cyber/Errors and Omissions insurance.

10.8 Client Insurance. Client will obtain and continuously maintain during the Term the following insurance coverages:

(a) Workmen's Compensation: statutory limits for workers' compensation in each state as applicable to Client's licensed personnel who are members, employees or independent contractors providing health care services (the "Professionals") or other services on behalf of Client;

(b) Commercial General Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, covering Client's property, the activities of the Professionals, and all other individuals performing services on behalf of Client; and

(c) Professional Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, covering Client, the Professionals and all other individuals performing services on behalf of Client.

ARTICLE XI **MISCELLANEOUS**

11.1 Authority. Each party represents and warrants that it has the authority to enter into this MSA and to be bound by its terms, and that it has been executed by all necessary and authorized individuals.

11.2 Relationship of the Parties. Each party is an independent contractor. Neither party is the agent of the other, and neither may make commitments on the other's behalf. Except as expressly provided in this MSA or an SOW, R1 does not undertake to perform any obligation of Client, whether legal or contractual, or assume any responsibility for Client's business or operations.

11.3 Survival. The terms of Articles IV (Confidentiality), V (Fees), VI (Intellectual Property), VII (Compliance), VIII (Dispute Resolution), IX (Term and Termination), and XI (Miscellaneous) and Sections 10.1-10.6 (Indemnification and Liability) of this MSA shall survive the expiration or termination of this MSA.

11.4 Force Majeure. Each party will be excused from performance under this MSA (other than obligations to make payments that become due) for any period during which it is prevented from or delayed in performing any obligation pursuant to this MSA in whole, or in part, as a result of a force majeure event, including any change in Applicable Laws which would preclude a party from performing its obligations under this MSA.

11.5 Taxes. All service charges, fees, expenses and other amounts due under this MSA are exclusive of all taxes. Other than net income taxes imposed on R1, Client shall be responsible for all sales, use, withholding and value added taxes incurred or assessed in connection with the Services. If the Services are exempt from any otherwise applicable sales and use tax as a result of such tax-exempt status, Client will provide R1 with a valid and applicable exemption certificate. All tax exemption certificates with a copy of the applicable SOW should be sent c/o Tax@r1rcm.com for validation by the R1 Tax Department.

11.6 Change in Laws. The parties agree that in the event of a change in any Applicable Laws that (a) would render any part of this MSA illegal, materially affect R1's payment for the Services, or directly, adversely and materially affect either party's performance under this MSA and (b) could not be remedied by an amendment to this MSA, then either party shall have the right to immediately terminate the MSA and there shall be no penalty or damages due to such termination.

11.7 Assignment. This MSA may not be assigned by either party without the prior written consent of the other party which may not be unreasonably withheld; provided, however, that this MSA may be assigned by R1, without the consent of Client, (a) to a wholly-owned subsidiary of R1, (b) in connection with the sale of substantially all of the assets or a majority of the equity securities of R1 in one or more related transactions, or (c) by operation of law in connection with a merger, so long as the assignee agrees in writing to assume all liabilities under this MSA, including any liabilities (known or unknown) accruing prior to the effectiveness of such assignment. If R1 assigns this MSA in accordance with subsection (a), (b) or (c) above, then R1 shall notify Client of such assignment in writing within ten (10) days of the assignment.

11.8 Notice. Notices to R1 and Client required by this MSA shall be sent via certified first class mail, or overnight delivery, to the following respective addresses,

and shall be deemed received by the receiving party three (3) business days after being mailed certified first class, or one (1) day after being sent by overnight delivery:

R1 RCM Inc.
Attention: Chief Executive Officer
With a copy to: General Counsel
401 N. Michigan Avenue, Suite 630
Chicago, Illinois 60611

Humboldt County Hospital d/b/a Humboldt General Hospital
Attention: [Chief Financial Officer]
118 E. Haskell Street
Winnemucca, NV 89445

11.9 Severability. If any provision of this MSA is declared invalid, unenforceable or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this MSA. Rather, it is the intent of the parties that in such an event this MSA will be deemed amended by modifying such provision to render it valid and enforceable while preserving the original intent of the parties. If that is not possible, the parties shall agree on a substitute provision that is legal and enforceable and that achieves the same objective as the original provision to the extent possible.

11.10 Equal Opportunity and Anti-Discrimination. Each party represents and warrants that it does not discriminate on the basis of race, color, religion, gender, national or ethnic origin, disability, age, marital status or sexual orientation in its employment, hiring or contracting practices and otherwise complies with all applicable local, state and federal laws prohibiting discrimination.

11.11 No Third-Party Beneficiaries. Nothing in this MSA is intended or shall be construed to confer upon any person (other than the parties hereto and the indemnified parties specifically identified herein) any rights, benefits or remedies of any kind or character whatsoever, and no person or entity shall be deemed a third-party beneficiary under or by reason of this MSA.

11.12 Amendment and Waiver. This MSA may only be amended or modified by execution of a written amendment or modification signed by both parties. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

11.13 Entire Agreement. This MSA, including all SOWs and any exhibits or schedules thereto, and the BAA, constitutes the entire agreement among the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the parties with respect to the subject matter. There are no representations, understandings or agreements related to this MSA that are not fully expressed in this MSA.

This MSA and the SOWs are intended to be correlative and complementary. Any requirement contained in this MSA and not the SOWs will be performed or complied with as if contained in each SOW. However, the requirements of each SOW are intended to be separate. Consequently, unless otherwise specifically provided for, the requirements of one SOW shall not apply to the Services provided or to be provided under another SOW. Further, in the event of a conflict between any provision of this MSA and any provision of the applicable SOW, the provision of the applicable SOW shall control.

11.14 Governing Law. This MSA will be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws principles.

11.15 Construction. The terms defined in this MSA include the plural as well as the singular and the derivatives of such terms. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this MSA as a whole and not to any particular Article, Section, Subsection or other subdivision. Article and Section references refer to articles and sections of this MSA, unless specified otherwise. The words "include" and "including" shall mean "including but not limited to" so as to introduce a non-exclusive set of examples, and shall not be construed as terms of limitation. The words "day," "month," and "year" mean, respectively, calendar day, calendar month and calendar year. The words "notice" and "notification" and their derivatives mean notice or notification in writing. References to any law mean references to such law as amended or supplemented, or to any newly adopted law expressly replacing such law. Whenever the singular form is used in this Agreement, and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. References to any person include the successors and permitted assigns of that person.

11.16 Counterparts. This MSA may be executed in counterparts (including signatures sent via electronic transmission in portable format (pdf), each of which shall be deemed to be an original, and both of which together shall constitute a binding agreement. Each person signing below represents that he or she has the authority to sign this MSA for and on behalf of the party for whom he or she is signing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have entered into this MSA as of the Effective Date.

**HUMBOLDT COUNTY HOSPITAL D/B/A HUMBOLDT
GENERAL HOSPITAL**

By: _____

Name: _____

Title: _____

R1 RCM INC.

By: _____

Name: _____

Title: _____

Exhibit A
Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into this ___ day of May 2021 (the "Effective Date"), by and between Humboldt County Hospital d/b/a Humboldt General Hospital, a [\[state of incorporation\]](#) [\[entity type\]](#)], on behalf of itself and its affiliates and subsidiaries (collectively, "Covered Entity"), and R1 RCM Inc., a Delaware corporation, on behalf of itself and its subsidiaries (collectively, "Business Associate").

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate in order to evaluate a potential business transaction and pursuant to any underlying services agreement the parties may enter into (collectively "Service Agreement") in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), Subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("HITECH") and the regulations promulgated under HIPAA and HITECH, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, at Title 45, Parts 160 and 164 (the "Privacy Rule") and the Standards for the Security of Electronic Protected Health Information, at Title 45, Parts 160 and 164 (the "Security Rule"), collectively referred to hereinafter as "HIPAA";

WHEREAS, in the course of providing services to Covered Entity ("Services") pursuant to the Service Agreement, Business Associate may be required to create, receive, maintain, or transmit Protected Health Information on behalf of Covered Entity; AND

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

WITNESSETH

1. Definitions. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meanings as those terms in HIPAA, except that the terms "Protected Health Information" and "Electronic Protected Health Information" (which may be collectively referred to herein as "PHI") shall have the meaning as set forth in HIPAA, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity in connection with the Service Agreement.

2. Uses and Disclosures of PHI. Business Associate shall not use or disclose PHI in any manner that is not permitted or required by the Service Agreement, this Agreement, or as Required By Law. The parties agree that the Business Associate may:

- (a) Use and disclose PHI to perform functions, activities, or Services for, or on behalf of, Covered Entity as specified in the Service Agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of HIPAA, or other applicable federal or State law if so used by a Covered Entity, unless such use or disclosure is expressly provided for in this Agreement;
- (b) Use and disclose PHI for the proper management and administration of the Business Associate and to meet its legal obligations, provided that the disclosures are Required By Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and that the person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- (c) Aggregate PHI with the Protected Health Information of another covered entity as permitted under the Privacy Rule.

3. Safeguards Against Misuse of Information. Business Associate agrees to use appropriate physical, administrative, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI; and (ii) prevent the use, disclosure of, or access to the PHI other than as provided for by this Agreement.

4. Privacy Rule Representations and Warranties. To the extent that Business Associate is requested by Covered Entity to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity.

5. Security Policies Representations and Warranties. Business Associate represents and warrants to Covered Entity that Business Associate will comply with the Security Rule with respect to Electronic PHI that it creates, receives, maintains, or transmits.

6. Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall report to Covered Entity: (i) any Security Incident; and (ii) any use or disclosure of the PHI not provided for by this Agreement or permitted by HIPAA, of which it becomes aware. This Section constitutes notice to Covered Entity of attempted but unsuccessful security incidents for which no additional notice to Covered Entity is required. For purposes of this Agreement, unsuccessful security incidents include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.

7. Reporting of Breaches. Business Associate shall notify Covered Entity in accordance with 45 C.F.R. § 164.410 of any Breach of such Unsecured Protected Health Information.

8. Mitigation of Harmful Effects. Business Associate agrees to take commercially reasonable steps to mitigate harmful effects from any Breach of Unsecured PHI or other Security Incident or inconsistent use or disclosure of PHI which Business Associate is required to report pursuant to this Agreement.

9. Agreements by Third Parties. Business Associate agrees to ensure that any agent or subcontractor, to whom it provides PHI, agrees in writing: (i) to restrictions and conditions with respect to use and disclosure of such PHI that are at least as restrictive as those that apply through this Agreement to Business Associate; and (ii) to the implementation of reasonable and appropriate privacy and security safeguards to protect PHI.

10. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

11. Accounting of Disclosures. Within twenty (20) business days of written notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an Individual, Business Associate shall make available to Covered Entity such information as would be required to permit Covered Entity to respond to such request as required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate Business Associate shall within (5) business days forward such request to Covered Entity.

12. Access to Information. Within ten (10) business days of a written request by Covered Entity for access to PHI about an Individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such information as would be required to permit Covered Entity to meet the access requirements under 45 C.F.R. § 164.524. In the event any Individual requests access to PHI directly from Business Associate, Business Associate shall, within five (5) business days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

13. Availability of PHI for Amendment. Within ten (10) business days of receipt of a written request from Covered Entity for the amendment of an Individual's PHI contained in a Designated Record Set, Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

14. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining compliance with HIPAA. In responding to any such request, Business Associate shall notify Covered Entity and promptly afford Covered Entity the opportunity to exercise any rights it may have under the law relating to documents or information protected from disclosure by obligations of confidentiality.

15. Obligations of Covered Entity

- (a) **Consent.** Covered Entity agrees to obtain any consent, authorization or permission that may be required by the Privacy Rule or any other applicable federal or state laws and/or regulations prior to furnishing Business Associate PHI pertaining to an Individual; and
- (b) **Restrictions.** Covered entity agrees that it will inform Business Associate of any PHI that is subject to any arrangements permitted or required of Covered Entity under the Privacy Rule that may materially impact in any manner the use and/or disclosure of PHI by Business Associate under the Service Agreement, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 and agreed to by Covered Entity.
- (c) **Minimum Necessary.** Covered Entity shall only request, use or disclose the minimum necessary PHI to accomplish its obligations under the Services Agreement or this Agreement.
- (d) **Permissible Requests.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by a Covered Entity.

16. Term. The term of this Agreement shall commence on the Effective Date, and shall terminate upon the earlier to occur of: (i) the termination of the Service Agreement for any reason or (ii) the termination of this Agreement pursuant to the provisions herein.

17. Termination for Cause. Either party may terminate this Agreement due to a material breach of this Agreement by the other party upon giving the other party thirty (30) days prior written notice; provided the breaching party does not cure the breach prior to the effective date of termination. Any dispute regarding any such alleged breach and/or cure shall be resolved in accordance with the dispute resolution provisions of the Service Agreement, if any.

18. Effect of Termination of Services. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity, or, at Covered Entity's direction, destroy, all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further use of the PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to the Covered Entity that such PHI has been destroyed. The provisions of this Section 18 shall survive the termination of the Service Agreement and this Agreement, and shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

19. Interpretation. This Agreement and the Service Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**HUMBOLDT COUNTY HOSPITAL D/B/A
HUMBOLDT GENERAL HOSPITAL**

R1 RCM INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B

Statement of Work for Transfer of RCM Services and Consulting and Advisory Services

This Statement of Work ("SOW"), dated as of May 1, 2021 (the "SOW Effective Date"), is entered into under and in accordance with that certain Master Services Agreement ("MSA"), dated as May 1, 2021 between Humboldt County Hospital d/b/a Humboldt General Hospital, on behalf of itself and its affiliates and subsidiaries (collectively, "Client") and R1 RCM Inc. ("R1"), on behalf of itself and its subsidiaries. Client and R1 are sometimes referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used, but not otherwise defined in this SOW, shall have the meanings ascribed to such terms in the MSA.

1. Description of Services. To the extent requested by Client, R1 shall use commercially reasonable efforts to transfer revenue cycle management ("RCM") services to Client and provide consulting and advisory services as set forth herein. The foregoing shall include the following services (collectively, the "Services"):

1.1 Transfer Services- Build, maintain, and execute a plan to effect the transfer of RCM services from R1 to Client.

1.2 Consulting/ Advisory- Provide consulting and advisory services to Client's finance and revenue cycle teams relating to RCM operational best practices, policies, and procedures subject to protection of R1's Intellectual Property, including trade secrets and business processes, as determined by R1 in its sole discretion.

1.3 Reporting- On a monthly basis throughout the SOW Term, provide RCM reporting and analysis on key performance measures set forth below:

- Total gross charges and total net receipts;
- Net collection rates;
- Gross days in A/R;
- Percentage of A/R over 90 days; and
- Clean claims rates.

1.4 Training and System Support- Train personnel designated by Client on the RCM services being transferred subject to protection of R1's Intellectual Property, including trade secrets and business processes, as determined by R1 in its sole discretion. Train Client on the use of Client's RCM systems.

1.5 Stand-Ready Capacity- Provide fifteen (15) R1 employees to conduct claims processing, AR collections and follow-up, and cash posting tasks to support ("Stand-Ready Capacity"), if such services are needed by Client. Provide the necessary overhead support for such Stand-Ready Capacity.

1.6 General- Maintain IT, human resources, infrastructure, space, and other general requirements for providing the Services. Provide support for questions related to the RCM services.

2. SOW Term. The term of this SOW shall begin on the SOW Effective Date and end on December 31, 2021 (the "SOW Term") unless the Parties mutually agree in writing to extend the SOW Term.

3. Pricing.

3.1 As consideration for the Services, Client shall pay to R1 a monthly amount equal to: **Five Hundred Thousand Dollars (\$500,000)** (the "Monthly Service Fees").

3.2 R1 will invoice Client for the Monthly Service Fees on a monthly basis in arrears on or about the fifteenth (15th) day of each month for the Services performed. All such invoices will be due and payable by Client within thirty (30) days of the invoice date.

4. General.

4.1 Order of Precedence. In the event of a conflict between the MSA and this SOW, the terms of this SOW will prevail.

4.2 Counterparts. This SOW may be executed in several counterparts, all of which taken together constitute the entire agreement between the Parties hereto.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this SOW as of the Effective Date.

Humboldt County Hospital d/b/a Humboldt General Hospital

By: _____

Name: _____

Its: _____

Date: _____

R1 RCM Inc.

By: _____

Name: _____

Its: _____

Date: _____