

HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY

NOVEMBER 23, 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 November 23, 2021
MEETING TIME: 5:30 pm
MEETING PLACE: Sarah Winnemucca Conference Room
Humboldt General Hospital
118 E Haskell St, Winnemucca, Nevada
PLACES POSTED: in Winnemucca, Nevada at:
Humboldt General Hospital, 118 E Haskell Street
Humboldt County Courthouse, 50 W Fifth Street
Winnemucca City Hall, 90 W Fourth Street
Humboldt County Library, 85 E Fifth Street
United States Post Office, 850 Hanson Street
www.hghospital.org https://notice.nv.gov
PERSON POSTING: Alicia Wogan

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

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

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

A. CALL TO ORDER

B. PUBLIC COMMENT

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

C. MEDICAL STAFF-HOSPITAL DEPARTMENT REPORTS

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

1. Medical Staff report – Chief of Staff
 - a) COVID update
2. MedX report – Bill Hammargren
3. Administration report
 - a) EMS update – Andrew Loveless
 - b) Behavioral Health update – Brian Washburn
 - c) CEO report – Robyn Dunckhorst

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: October 20, 2021.
2. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Petar Planinic, MD, Provisional-OBGYN; Eric Kraemer, MD, Consulting-

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

November 23, 2021

Page 2

Radiology; Dennis DeJesus, MD, Consulting-Teleradiology; Christopher Hurt, MD, Consulting-Teleradiology.

E. FINANCIAL REPORTS

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

1. Financial update
2. Warrants disbursed - Monthly expenditures
3. Budget information review

F. BUSINESS ITEMS-OTHER REPORTS

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

1. Hospital Administration-IT / request to purchase internet infrastructure wireless access system and support services / IT-Administration
2. District Administration / request for approval of employment agreement with Robyn Dunckhorst to provide interim hospital administrator and chief executive officer services / Board of Trustees
3. District Administration / establishment and approval of the goals and objectives for the interim hospital administrator and chief executive officer / Board of Trustees-CEO
4. District Administration / request for approval of policy for board and chief executive officer communications / Board of Trustees-CEO
5. District Administration / request to authorize solicitation of requests for proposals to provide Board legal counsel services / Board of Trustees
6. District Administration / discussion of election of Board officers / Board of Trustees
7. District Administration / discussion and decision of special Board meeting date to discuss amendments, modifications to Board of Trustees bylaws / Board of Trustees

G. TRUSTEE COMMENTS-STAFF REPORTS

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

H. PUBLIC COMMENT

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

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

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

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

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

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

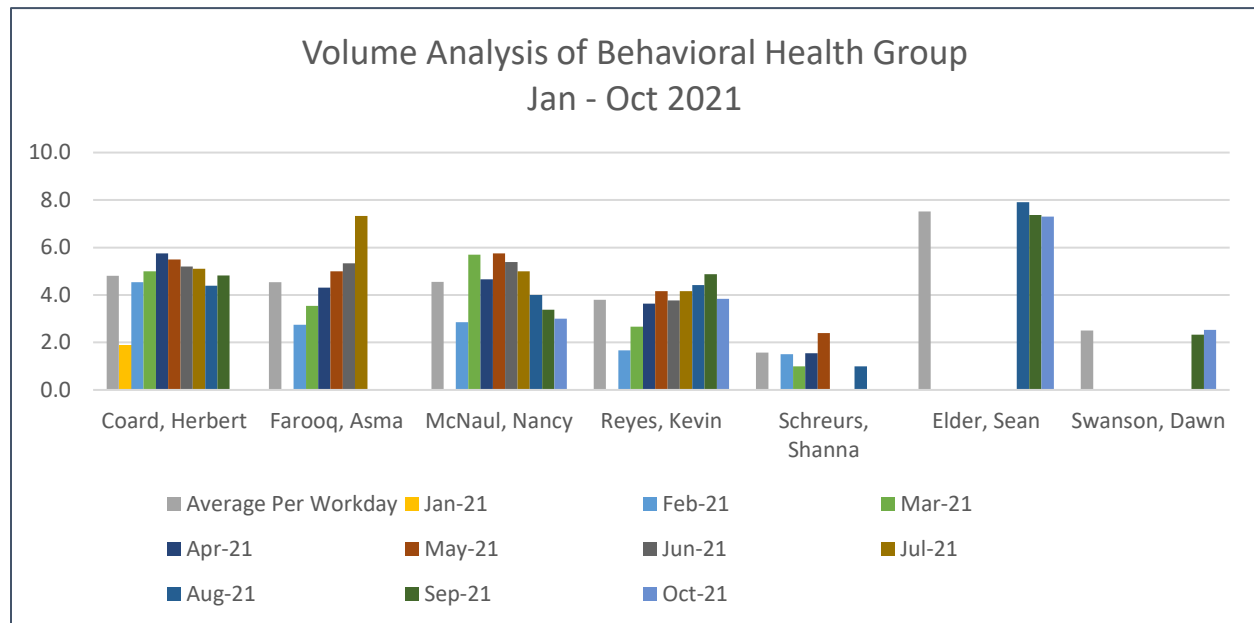
Notice: Reasonable efforts will be made to assist and accommodate disabled persons. Please contact the Administration Office by telephoning 775-623-5222 extension 1123, one (1) business day in advance of the meeting.

Humboldt General Hospital
Mental and Behavioral Health

Mental Health Established

Humboldt General Hospital (HGH) initiated a Mental and Behavioral Health program in January 2021 with Dr. Herbert “Buddy” Coard, Ed.D. and associates. This group provided Emergency Department coverage during the hours of 9 am until 11 am during weekdays and was contracted to provide Nursing Home care but never did due to Covid 19 precautions. This group saw an average of 5 patients per day per provider. Below is each provider’s minimum and maximum patient seen volume for one day.

	Min	Max
Coard, Herbert	0	9
Farooq, Asma	1	9
McNaul, Nancy	1	7
Reyes, Kevin	0	7
Elder, Sean	3	11
Swanson, Dawn	1	5



New Direction

As of October 2021, HGH terminated its agreement with Dr. Coard’s group and is now using the services of Nevada Mental Health, a telepsychiatry group comprised of Dr. Reyes and Sean Elder. HGH also hired a Licensed Clinical Social Worker (LCSW), Dawn Swanson, to serve as a clinical therapist within the Behavioral Health clinic with the intention of supervising Jennifer Slovernick into eventually becoming a second LCSW. Patient care will not be affected and HGH is in a better position to provide higher quality care. HGH will save approximately \$35,000-\$45,000 per month, or close to \$500,000 per year.



November 23, 2021

Board of Trustees
Ref: Medical Staff Meeting

The following Medical Staff Appointment, Reappointment, and Provisional privilege files were presented to Medical Staff for review and were approved on November 16, 2021:

Provisional:

- Petar Planinic, MD Provisional-OBGYN

Appointment:

- Eric Kraemer, MD Consulting-Radiology

Reappointment:

- Dennis DeJesus, MD Consulting-Teleradiology
- Christopher Hurt, MD Consulting-Teleradiology

Below details additional information on each Medical Staff file:

- **Petar Planinic, MD** earned his Doctor of Medicine from the University of Zagreb in 2000. He earned his Educational Commission for Foreign Medical Graduates in February 2003 and began his OB-GYN residency with State University of New York Health Sciences Center from 2003 to 2007. Dr. Planinic is currently board certified in general Obstetrics and Gynecology through the American Board of Obstetrics and Gynecology; initially earned in 2008. He also holds a current BLS certification. Dr. Planinic has worked with the University of Nevada School of Medicine in Reno from 2012 to 2017 and the UNLV School of Medicine from 2017 to 2020 serving as an Assistant Professor. He has also been practicing as an OBGYN physician down in Las Vegas since 2011. Dr. Planinic was granted temporary privileges October 21, 2021 to provide Locum Tenens coverage for the last week in October.
- **Eric Kraemer, MD** earned his Doctor of Medicine from the University of Iowa in May 2000. Dr. Kraemer completed a one-year transitional internship with the University of Chicago Hospitals from 2000 to 2001. He then completed his Diagnostic Radiology residency and MRI fellowship with Northwestern University from 2001 to 2006. Dr. Kraemer earned his board certification in Diagnostic Radiology through the American Board of Radiology in 2005 and maintains this certification. He has been practicing as a radiologist since 2006 in Reno, NV and has also worked as a Teleradiologist with Virtual Radiologic Professionals, LLC (vRAD). Dr. Kraemer will be joining Humboldt General Hospital as a radiologist with NorthStar to provide coverage when needed.
- **Dennis DeJesus, MD** earned his Doctor of Medicine from Tufts University in 1988. He then completed his internship in General Surgery and his residency in Diagnostic Radiology with SUNY at Buffalo from 1988 to 1993. Dr. DeJesus completed his fellowship in Vascular and Interventional Radiology with the University of Florida from 1993 to 1994. Dr. DeJesus is



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

currently board certified in Interventional Diagnostic Radiology through the American Board of Radiology. He has been practicing as a radiologist and independent contractor since 1994 and is presently with vRAD. Dr. DeJesus began providing teleradiology services through vRAD at Humboldt General Hospital in December 2018 when he was first approved for consulting staff.

- **Christopher Hurt, MD** earned his Doctor of Medicine from Johns Hopkins University in 2003. He then completed his transitional year internship with St Vincent's Hospital in Manhattan from 2003 to 2004. Dr. Hurt completed his Diagnostic Radiology residency with the University of Washington from 2004 to 2008. He began a Neuroradiology fellowship with the University of Washington in 2008 and transferred to complete a Pediatric Radiology fellowship with the Seattle Children's Hospital in 2009. Dr. Hurt currently holds his board certification in Diagnostic Radiology through the American Board of Radiology, initially earned in 2008. Dr. Hurt has been practicing as a Radiologist and Teleradiologist since 2008. He started with vRAD in 2008 and began providing teleradiology services at Humboldt General Hospital in December 2018 when he was first approved for consulting staff.

Thank you,
Jessica Villarreal
Medical Staff Credentialing Coordinator

HUMBOLDT GENERAL HOSPITAL						
STATEMENTS OF NET POSITION						
September 30, 2021						
					ACTUAL 9/30/2021	UNAUDITED 6/30/2021
ASSETS:	CURRENT ASSETS					
	CASH AND CASH EQUIVALENTS			\$	19,101,131	\$ 26,227,457
	ACCOUNTS RECEIVABLE, NET				24,716,691	19,584,530
	OTHER RECEIVABLES				1,289,659	1,209,341
	INVENTORY				2,317,427	2,374,679
	PREPAIDS				1,364,248	1,257,961
	TOTAL CURRENT ASSETS				48,789,157	50,653,968
	PROPERTY, PLANT AND EQUIPMENT NET OF DEPRECIATION				53,064,023	54,054,275
	DEFERRED OUTFLOW OF RESOURCES PENSION DEFERRED OUTFLOWS				5,486,127	5,486,127
	TOTAL ASSETS			\$	107,339,307	\$ 110,194,370
LIABILITIES:	CURRENT LIABILITIES					
	ACCOUNTS PAYABLE			\$	6,230,631	\$ 7,255,296
	ACCRUED PAYROLL				3,755,587	2,992,792
	OTHER CURRENT LIABILITIES				138,535	170,585
	TOTAL CURRENT LIABILITIES				10,124,753	10,418,673
	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				158,567	158,567
	DEFERRED REVENUE- PENNINGTON FOUNDATION				945,571	945,571
	TOTAL DEFERRED INFLOW OF RESOURCES				3,582,229	3,582,229
	TOTAL LIABILITIES				41,685,096	41,979,016
FUND BALANCE:	NET POSITION				65,654,211	68,215,354
	TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION			\$	107,339,307	\$ 110,194,370

<div> <div> <div>HGH</div> <div>Humboldt General Hospital</div> </div> <div> <div>Humboldt General Hospital</div> <div>Statement of Profit and (Loss)</div> <div>For the Period Ending September 30, 2021</div> </div> </div>													E-1
FY21 MONTH		MONTH OF SEPTEMBER FY2022						FISCAL YEAR 2022 TO DATE				FY2021 YTD	
PRIOR YR		BUDGET		ACTUAL				ACTUAL		BUDGET		PRIOR YR	
\$ 2,576,773		\$ 3,096,943		\$ 3,044,541		INPATIENT REVENUE		\$ 9,270,674		\$ 9,299,256		\$ 7,353,423	
5,635,023		5,804,220		5,283,668		OUTPATIENT REVENUE		16,629,620		17,428,613		15,589,598	
437,830		515,317		434,348		LTC		1,310,089		1,574,972		1,484,401	
585,137		675,778		1,154,595		CLINIC REVENUE		2,286,396		2,037,604		1,703,475	
9,234,763		10,092,258		9,917,152		TOTAL PATIENT SERVICE REVENUE		29,496,779		30,340,445		26,130,897	
						DEDUCTIONS FROM REVENUE							
(3,785,213)	41%	(4,288,700)	42%	(3,860,493)	39%	CONTRACTUAL ADJUSTMENTS	40%	(11,940,861)	42%	(12,868,026)	44%	(11,411,294)	
(419,959)	5%	(791,471)	8%	(269,356)	3%	BAD DEBT	5%	(1,494,048)	8%	(2,374,414)	5%	(1,336,245)	
(4,205,172)		(5,080,171)		(4,129,849)		TOTAL DEDUCTIONS FROM REVENUE		(13,434,909)		(15,242,440)		(12,747,539)	
5,029,591		5,012,087		5,787,303		NET PATIENT SERVICE REVENUE		16,061,870		15,098,005		13,383,358	
19,930		42,618		50,174		OTHER OPERATING REVENUE		116,024		127,997		99,027	
5,049,521		5,054,705		5,837,477		TOTAL OPERATING REVENUE		16,177,894		15,226,002		13,482,385	
						OPERATING EXPENSES							
1,800,801		2,294,312		2,443,597		SALARIES		8,518,668		7,035,889		5,414,079	
520,052		629,870		628,327		BENEFITS		2,243,923		1,931,600		1,536,698	
61,481		151,380		190,301		CONTRACT LABOR		466,162		464,232		220,033	
1,278,320		1,035,572		865,584		PURCHASED SERVICES		3,397,481		3,106,717		2,984,290	
432,471		881,265		919,761		MEDICAL SUPPLIES		2,097,745		2,702,545		1,675,833	
181,860		184,313		151,581		OTHER SUPPLIES & MINOR EQUIPMENT		410,006		565,225		515,542	
230,590		128,677		181,966		REPAIRS AND MAINTENANCE		437,697		386,032		440,719	
21,813		40,300		62,511		RENTS AND LEASES		167,099		120,899		71,519	
13,283		62,325		44,422		INSURANCE		105,369		186,976		124,897	
62,532		63,617		70,761		UTILITIES		217,583		190,851		192,588	
531,257		520,409		523,296		DEPRECIATION		1,569,889		1,561,228		1,698,505	
10,947		31,818		22,372		TRAVEL, MEALS & EDUCATION		53,102		95,453		23,292	
76,246		135,302		116,109		OTHER EXPENSE		382,852		405,907		193,719	
5,221,653		6,159,160		6,220,588		TOTAL OPERATING EXPENSES		20,067,576		18,753,554		15,091,714	
(172,132)		(1,104,455)		(383,111)		NET OPERATING INCOME/(LOSS)		(3,889,682)		(3,527,552)		(1,609,329)	
						NON-OPERATING REVENUE/(EXPENSES)							
15,027		25,114		1,774		INTEREST INCOME		6,430		75,343		55,726	
492,847		417,550		429,660		TAXES		1,383,664		1,252,650		1,436,144	
-		(68,417)		(2,000)		DONATIONS		(4,000)		(205,250)		(11,200)	
-		-		-		CARES ACT PROVIDER RELIEF FUNDS		-		-		70,928	
-		-		-		LOSS ON CONTRACT		-		-		-	
(9,513)		-		(3,865)		MISCELLANEOUS		(57,554)		-		47,561	
498,361		374,247		425,569		NON-OPERATING REVENUE/(EXPENSES)		1,328,540		1,122,743		1,599,159	
\$ 326,229		\$ (730,208)		\$ 42,458		NET INCOME/(LOSS)		\$ (2,561,142)		\$ (2,404,809)		\$ (10,170)	
\$ 857,486		\$ (209,799)		\$ 565,754		EBIDA		\$ (991,253)		\$ (843,581)		\$ 1,688,335	

[illegible]

FY21 MONTH		MONTH OF OCTOBER FY2022				FISCAL YEAR 2022 TO DATE				FY2021 YTD			
PRIOR YR		BUDGET		ACTUAL		ACTUAL		BUDGET		PRIOR YR			
\$	2,778,379	\$	3,299,193	\$	2,705,217	INPATIENT REVENUE		\$	11,975,891	\$	9,299,256	\$	10,131,802
	5,854,886		6,183,192		5,092,559	OUTPATIENT REVENUE			21,722,179		17,428,613		21,444,484
	476,331		535,160		491,823	LTC			1,801,912		1,574,972		1,960,732
	668,462		715,696		1,087,390	CLINIC REVENUE			3,373,787		2,037,604		2,371,937
	9,778,058		10,733,241		9,376,989	TOTAL PATIENT SERVICE REVENUE			38,873,769		30,340,445		35,908,955
						DEDUCTIONS FROM REVENUE							
	(2,749,538)	28%	(4,289,663)	40%	(3,863,058)	41%	CONTRACTUAL ADJUSTMENTS	41%	(15,803,919)	42%	(12,868,026)	39%	(14,160,831)
	(1,305,563)	13%	(791,471)	7%	(954,543)	10%	BAD DEBT	6%	(2,448,591)	8%	(2,374,414)	7%	(2,641,808)
	(4,055,101)		(5,081,134)		(4,817,601)	TOTAL DEDUCTIONS FROM REVENUE			(18,252,510)		(15,242,440)		(16,802,639)
	5,722,957		5,652,107		4,559,388	NET PATIENT SERVICE REVENUE			20,621,259		15,098,005		19,106,316
	121,384		42,689		13,886	OTHER OPERATING REVENUE			129,910		127,997		220,411
	5,844,341		5,694,796		4,573,274	TOTAL OPERATING REVENUE			20,751,169		15,226,002		19,326,727
						OPERATING EXPENSES							
	2,015,226		2,370,789		1,743,375	SALARIES			10,262,043		7,035,889		7,429,305
	409,265		650,865		328,180	BENEFITS			2,572,103		1,931,600		1,945,964
	86,542		156,426		182,683	CONTRACT LABOR			648,845		464,232		306,575
	1,107,961		1,035,572		988,612	PURCHASED SERVICES			4,386,094		3,106,717		4,092,251
	758,535		910,640		506,047	MEDICAL SUPPLIES			2,603,792		2,702,545		2,434,368
	127,979		190,456		122,367	OTHER SUPPLIES & MINOR EQUIPMENT			532,373		565,225		643,521
	397,179		128,677		170,624	REPAIRS AND MAINTENANCE			608,321		386,032		837,898
	30,461		40,300		63,800	RENTS AND LEASES			230,899		120,899		101,980
	48,428		62,325		73,167	INSURANCE			178,536		186,976		173,325
	63,591		63,617		78,053	UTILITIES			295,636		190,851		256,179
	535,501		520,409		523,296	DEPRECIATION			2,093,185		1,561,228		2,234,007
	27,615		31,818		17,042	TRAVEL, MEALS & EDUCATION			70,144		95,453		50,908
	128,587		135,302		129,507	OTHER EXPENSE			512,358		405,907		322,306
	5,736,870		6,297,196		4,926,753	TOTAL OPERATING EXPENSES			24,994,329		18,753,554		20,828,587
	107,471		(602,400)		(353,479)	NET OPERATING INCOME/(LOSS)			(4,243,160)		(3,527,552)		(1,501,860)
						NON-OPERATING REVENUE/(EXPENSES)							
	10,897		25,114		(2,901)	INTEREST INCOME			3,529		75,343		66,623
	798,283		417,550		335,254	TAXES			1,718,918		1,252,650		2,234,427
	-		68,417		-	DONATIONS			(4,000)		(205,250)		(11,200)
	-		-		158,567	CARES ACT PROVIDER RELIEF FUNDS			158,567		-		70,928

HUMBOLDT GENERAL HOSPITAL

PRESENTATION OF CASH ACCOUNTS

October 31, 2021-- FISCAL YEAR 2022

ACCOUNTS FOR:	G/L ACCT. #:	LOCATION HELD:	ACCOUNT.#:	BALANCES:
Cash Drawers	10100	Safe/Business Office/Clinics	Cash Drawers(12)	2,275
General Fund Checking	10000	Wells Fargo Bank	3828	759,668
Tax Account	10005	Wells Fargo Bank	925	16,600
Payroll Checking	10010	Wells Fargo Bank	3836	(70,223)
General Fund Investment	10020	Wells Fargo Bank	6671	158,591
Hanssen Scholarship Fund	10050	Wells Fargo Bank	7067	4,009
EMS Scholarship Fund	10055	Wells Fargo Bank	917	16,956
SNF Patient Trust	10035	Wells Fargo Bank	0021	33,550
SNF Memorial/Activity	10040	Wells Fargo Bank	9304	4,914
Investment Trust	10030	Wells Fargo Bank	6500	10,609,138
LGIP Savings	10025	NV State Treasurer	#xxxGHO	5,797,033

HGH TOTALS: 17,332,509

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

SUBMITTED & SIGNED:

Kim Plummer, CFO

Department: IT

Item Description: Hospital wireless system

Justification: The current system is no longer able to support the devices we have and is beyond end of life. Since the go live with Cerner we have added more devices and the system will not handle the load. We have also added many temperature/humidity devices for our hospital and the current system lacks the coverage needed to communicate properly with these sensors.

- **Purpose:** Upgrade entire hospital system with new access points
- **Other vendors considered/other quotes:** This is the only system we can use for compatibility. We had one other quote from Nuvodia that was 50% more in price. We can do this in house and realize these savings.
- **Return on Investment:** No ROI we need better coverage

Cost to purchase: \$43,281.40

Other Costs: 460.71 shipping

- **Service/Maintenance Agreement:** First year support is included in the price for all access points
- **Consumables** N/A

Request: To purchase the new wireless access points.

Purpose: The hospital wireless system is at the end of life and does not provide the coverage that is needed for our users. The hospital has grown significantly, and we have added many more devices since we have gone live with Cerner. The old system cannot handle the load.

Budgeted:

Recommendation:

QUOTE CONFIRMATION



DEAR MIKE BELL,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MLVZ157	11/11/2021	FORTINET	8525076	\$43,742.11

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Fortinet FortiAP 431F - wireless access point Mfg. Part#: FAP-431F-A Contract: Intalere Tier 4 (VH10213)	30	6110073	\$609.88	\$18,296.40
Fortinet FortiAP 231F - wireless access point Mfg. Part#: FAP-231F-A Contract: Intalere Tier 4 (VH10213)	50	6318240	\$404.19	\$20,209.50
Fortinet FortiCare 24x7 Comprehensive Support - extended service agreement Mfg. Part#: FC-10-F431F-247-02-12 Electronic distribution - NO MEDIA Contract: Intalere Tier 4 (VH10213)	30	6111187	\$77.15	\$2,314.50
Fortinet FortiCare 24x7 Comprehensive Support - extended service agreement Mfg. Part#: FC-10-PF231-247-02-12 Electronic distribution - NO MEDIA Contract: Intalere Tier 4 (VH10213)	50	6320817	\$49.22	\$2,461.00

PURCHASER BILLING INFO	SUBTOTAL	\$43,281.40
Billing Address: HUMBOLDT GENERAL HOSPITAL ACCTS PAYABLE 118 E HASKELL ST WINNEMUCCA, NV 89445-3299 Phone: (775) 623-5222 Payment Terms: Net 30 Days-Healthcare	SHIPPING	\$460.71
	SALES TAX	\$0.00
	GRAND TOTAL	\$43,742.11
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: HUMBOLDT GENERAL HOSPITAL TORI STEPHEN 118 E HASKELL ST WINNEMUCCA, NV 89445-3299 Phone: (775) 623-5222 Shipping Method: DROP SHIP-GROUND		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Tim George

(866) 339-7082

timogeo@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$43,281.40	\$1,170.76/Month	\$43,281.40	\$1,349.08/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Statement of Work

Humboldt General Hospital
118 E Haskell St, Winnemucca, NV89445

FORTINET WIRELESS AP REPLACEMENT | 1 SEPTEMBER 2021 | KBOUTON

NUVODIA

Technology taking you further

[nuvodia.com](https://www.nuvodia.com)

STATEMENT OF WORK

PROJECT DESCRIPTION

WIRELESS ACCESS POINTS

Nuvodia will configure Fortinet access points for the local LAN to provide wireless services at Humboldt General Hospital. These access points will be controlled by the currently installed Fortigate 401E. Wireless networks (SSIDs) will be configured according to latest best-practices for security, access, and performance. Access points come with 4 wireless radios per unit. 3 for user access and 1 for administration and wireless analytics. Access points will be equipped with the latest WiFi 6 speed capabilities. Customization of these security services outside of best-practice recommendations will incur additional scope and labor beyond what has been included here.

CONTRACT INSTALLATION

Nuvodia will contract an installer for the access points and new network locations at Humboldt General Hospital. These installations will be based on a floor plan with locations provided by Nuvodia. Access point orientation and positioning should be optimized for the location based on line of sight in to the most rooms and windows.

Nuvodia will replace the current 27 Aruba wireless access points and add an additional 53 FortiAP-431F access points for a total of 80 new Fortinet APs. This number may include a small amount of spare units which are anticipated to be used elsewhere in the facility. Each FortiAP will take some time to configure once connected to the network and get the proper security and VLAN configuration.

PROJECT LABOR

FIELD SUPPORT

- **Project and Customer Meetings**
 - Participate in project kickoff and execution meetings
- **Deployment and Go-live**
 - 20 hours of on-site engineer go-live testing
- **Initial Support and Punch-list**
 - Assist with customer testing and acceptance
 - Provide dedicated support for initial go-live period
 - Complete initial post-go-live punch-list items
- **Training and Documentation**
 - Complete project documentation

NETWORK ENGINEER

- **Project and Customer Meetings**
 - Participate in project kickoff and execution meetings
- **Preparation and Construction**
 - Configure (80) Wireless Access Points
 - Configure (2) Wireless Network

STATEMENT OF WORK

- **Initial Support and Punch-list**
 - Assist with customer testing and acceptance
 - Provide dedicated support for initial go-live period
 - Complete initial post-go-live punch-list items
- **Training and Documentation**
 - Complete project documentation

PROJECT MANAGER

- **Project Kickoff & Assessment**
 - Review project scope and deliverables
 - Review Nuvodia and customer responsibilities
- **Project Control and Execution**
 - Manage project dependencies and progress
 - Meet to review project progress and status
 - Manage project closure and deliverables

EXTERNAL DEPENDENCIES

- **Administrative Access**
 - Physical and/or administrative access to existing systems/services
- **Cabling Contractor**
 - Customer will be responsible for providing a low-voltage certified cabling contractor in the local jurisdiction.
 - Nuvodia can recommend a cabling vendor that has the necessary certifications for installation and experience with this type of project.
 - Customer-provided third-party cablers will need to be vetted by Nuvodia and hold the necessary certifications.
- **Installation Contractor**
 - Customer will be responsible for providing a contractor/installation professional
 - Nuvodia can recommend a vendor that has the necessary certifications for installation and experience with this type of project.

BILL OF MATERIALS

Part #	Description	Mos	Qty	Price	Total
FAP-431F-A	INDR WLS UNIV AP TRI RADIO 2X802.11 A		80	\$622.85	\$49,828.57
FC-10-F431F-247-02-36	FORTIAP 431F 3YR 24X7 FORTICARE CONTRACT	36	80	\$241.42	\$19,313.60

STATEMENT OF WORK

ESTIMATED COSTS

All prices are based on estimated cost to the customer. Travel and per diem costs are not included in this estimate. Time spent troubleshooting manufacturer hardware or software bugs will be billed separately above and beyond the included costs of this design.

Fixed Materials	\$49,828.57
Manufacturer Maintenance	\$19,313.60
Field Support	\$3,250.00
Network Engineer	\$7,000.00
Project Manager	\$1,575.00
Total Upfront	\$80,967.17

PROFESSIONAL FEES

The amounts above are estimates and do not include travel, expenses, or applicable taxes. Travel time outside of Spokane and Kootenai County is billed at half of the regular rate. All associated travel related expenses paid by NUVODIA will be passed onto Client without markup. Employee mileage reimbursement will be calculated at the standard per mile rate.

Invoices are prepared monthly and are due upon receipt. Expenses will be itemized and billed on a monthly basis along with the regular monthly billing. Expenses will also incur the same net due and finance charge terms as regular invoice items.

OUT OF SCOPE

The parties agree that the only Services being provided by the Vendor under this SOW are listed above. Vendor is not providing support for any other hardware, software or applications.

GENERAL PROVISIONS

Indemnification. You hereby agree to indemnify and hold NUVODIA harmless from and against all actions or causes of action, suits, claims and/or demands brought by third parties arising out of services provided to you, together with all resulting losses, damages, penalties, interest and other costs arising there from and incurred by NUVODIA as a result thereof. This indemnification shall survive termination of the Master Service Agreement and this Statement of Work, and any amendments.

CUSTOMER CONTACTS

Customer will designate a primary point of contact who will be responsible for all technical matters relating to this SOW and will provide Vendor with emergency contact information for this contact. Customer may change the individual designated as primary contact at any time by providing written notice to Vendor.

STATEMENT OF WORK

FIXED BID

Labor for this project will be billed as "Fixed Bid". Nuvodia agrees to provide the included labor requirements at the specified price regardless of actual hours consumed.

OTHER SERVICES/FEES

From time to time, Customer may require additional services from Vendor other than those specifically provided for in this SOW. For example, time spent troubleshooting manufacturer hardware or software bugs will be billed separately above and beyond the fixed price of this design. Fees for these additional services will be documented using proper communication channels (email or statements of work) prior to service performance. Vendor shall invoice Customer for such services at its then current time and materials rates or as may be provided in a separate SOW.

TRAVEL

All expenses for travel and out-of-pocket costs incurred by Vendor in support of this SOW shall be invoiced monthly and paid by Customer.

STATEMENT OF WORK

PROJECT APPROVAL: FORTINET WIRELESS AP REPLACEMENT

This Statement of Work is made between Nuvodia LLC, 850 E Spokane Falls Blvd, Suite 124, Spokane, WA 99202 and Humboldt General Hospital, 118 E Haskell St, Winnemucca, NV 89445 as of the date written below.

HUMBOLDT GENERAL HOSPITAL:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NUVODIA:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EMPLOYMENT AGREEMENT
FOR HOSPITAL INTERIM CHIEF EXECUTIVE OFFICER

THIS AGREEMENT, made and entered into effective October 20, 2021 (the "Effective Date") by and between:

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

EMPLOYEE: ROBYN A. DUNCKHORST, BSN, RN, CEN
3245 Granada Avenue
Winnemucca, Nevada 89445

RECITALS:

- A. Humboldt County Hospital District ("District" or "Employer") owns and operates: Humboldt General Hospital ("Hospital"), an acute care medical facility with critical access designation; Harmony Manor, an extended care medical facility; Quail Corner, a memory care medical facility; the Hospital Clinic, medical clinics offering the professional services of health care providers; and HGH EMS, an emergency medical services operation providing ambulance and advanced life support services (collectively herein referred to as the "District Facilities"), in Winnemucca, Humboldt County, Nevada, and has need for an interim administrator-chief executive officer ("CEO") in the operation of such facilities
- B. Robyn Dunckhorst ("Employee") has the required qualifications for the performance of the CEO services required by Employer and desires to perform such services for Employer.
- C. Employer has determined to hire Employee for the performance of the CEO services for Employer.

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

1. TERM. This Agreement shall commence on the Effective Date and shall continue for a period of six (6) months unless sooner terminated as provided in this Agreement. In the event that Employee decides to not serve as the CEO, either in an interim or permanent capacity, or the District Board of Trustees ("Board") withdraws the offer for Employee to serve as permanent CEO, Employee will resume the Employee's former position as Hospital Chief Nursing Officer at the rate of pay in effect when Employee commenced duties as the CEO.

2. SERVICES.

- a. Scope. Employee shall provide CEO services to the Employer described as: (i) serving as the full-time interim CEO of the District and for the District Facilities, and advising Employer concerning any and all matters related to the District or the District Facilities; (ii) performing all duties on behalf of the District and its Board of Trustees (the "Board") that may be reasonably required of an interim chief executive officer in the bylaws and policy statements of the District, as adopted, implemented

and revised from time to time, and that are typically performed by individuals serving in the capacity of interim chief executive officer of a hospital district, hospital, medical clinic or for a hospital district board of trustees; and, (iii) performing any special duties reasonably assigned or delegated to Employee by the Board.

b. Limitation. The scope of services provided by the Employee to the Employer does not include any service or matter that is outside the area of expertise of Employee or that is not typically performed by persons serving in the capacity of interim chief executive officer of a hospital district, a hospital, a medical clinic or for a hospital board of trustees. Employee is not responsible for the performance of work by third parties employed or contracted by Employer.

c. Additional Services. Employee may, with prior approval of the Employer, retain other persons or entities to assist Employee in performing services pursuant to this Agreement. Such other persons and entities may include, but are not limited to, architects, engineers, accountants, attorneys, advisors, consultants and other professional services providers with specialized skills, training, experience, or education.

d. Outside Services. Employee shall not serve as an officer, director or trustee of any other organization or entity providing medical and/or health care services if such organization or entity directly or indirectly competes to provide the services provided by District; provided, however, Employee may, with prior approval of the Board, serve in such capacity.

3. EMPLOYER RESPONSIBILITIES. The Employer shall: (i) pay the compensation, including salary, benefits, fees and allowances, due Employee for the performance of services pursuant to this Agreement; and, (ii) pay for costs and expenses authorized by this Agreement and by the Employer which are incurred by Employee in the performance of interim chief executive officer services and functions pursuant to this Agreement.

4. COMPENSATION. District shall pay Employee during the term of this Agreement compensation calculated upon an annual base salary of Two Hundred Twenty-Five Thousand Dollars (\$225,000). The salary shall be paid biweekly in equal installments on the District's regular salary and wage payment schedule.

5. BENEFITS / FEES / ALLOWANCES / EXPENSES.

a. BENEFITS. Employer shall provide Employee with the following benefits:

- **Paid Time Off/Sick Time**. Current accrual of PTO and Sick Time will remain the same.
- **Healthcare**. Medical, dental, vision, and prescription drug coverage consistent with the health and welfare benefit plan provided other employees of the District. Healthcare coverage for Employee's spouse and eligible dependents shall be made available, at Employee expense.
- **Insurance-Disability**. Life insurance coverage, consistent with the life insurance coverage plan provided employees of the District, shall be provided, at District expense, for Employee (subject to eligibility). Disability insurance coverage

shall be made available to Employee, at Employee expense.

- **Retirement.** The Employer share of the contribution for the State of Nevada Public Employees Retirement System ("PERS") plan selected by the Employee in accordance with PERS rules and regulations then in effect. There may be an adjustment to the base salary, using a PERS adjustment factor, depending on the PERS retirement plan selected by Employee.

b. **Professional Development-Continuing Education Allowance.** Employer shall provide Employee weekly executive sessions at the cost of \$2,500 per month for a period of six months.

c. **Vehicle Use-Allowance.** Employee may elect to use a personal vehicle for business related travel and meeting attendance, District shall reimburse Employee at the State of Nevada mileage reimbursement rate then in effect.

d. **Expenses Allowance.** Employer shall reimburse Employee for reasonable and customary costs and expenses incurred for commercial carrier travel, airline travel, vehicle rental, parking, lodging, meals, telephone, Internet and other communication services incurred by Employee for providing services to or on behalf of District and associated with professional development programs, continuing education and attending to professional duties in the health care field upon Employee providing an invoice or receipt outlining in general terms all costs and expenses for which reimbursement is sought. The costs and expenses allowed by this section do not include reimbursement for routine travel to and from Employee's home to place of employment, personal expenses of Employee or any expenses of Employee's family members. Employer shall not be responsible for any other business or travel expenses of Employee unless agreed to in writing prior to incurring such expenses.

e. **Payment Requests.** When payment authorized by this section must be requested by Employee (e.g., expenses reimbursement, CE reimbursement or PTO payment) the Employee must make a timely (not more than 45 days after the expense was incurred or benefit earned) request for such payment and District will process the payment request and make payment at the end of the first full pay cycle following approval of the request.

6. **INSURANCE.** Employee is insured through coverage maintained by Employer for Directors and Officers and Employment Practices Liability insurance, and such insurance shall be provided for Employee during the term of this Agreement.

7. **PROFESSIONAL MEETINGS.** Employee is permitted to be absent from Employee's usual place of employment to attend professional meetings and to attend to such outside professional duties in the health care field as agreed to by Employee and the Board Chair. Attendance at such approved meetings and accomplishment of approved professional duties shall be compensated service time and shall not be considered PTO.

8. **HOURS-TIME.** Employee is an "exempt" employee as that term is defined by the Fair Labor Standards Act and as such is not entitled to overtime compensation; however, Employee is expected to typically work at least forty (40) hours per calendar week consisting of five (5) consecutive days of eight (8) hours shifts on Monday through Friday followed by two (2) consecutive days off and is expected at times as needed to work more

than forty (40) hours per calendar week.

9. TAXES-WITHHOLDING. Employer will withhold, if applicable, federal, state and local taxes, FICA taxes, workers' compensation and unemployment contributions, PERS contributions and other fees and taxes from Employee's base salary and benefits compensation paid under this Agreement as required by federal and state laws relating to employees and as requested by Employee. Taxes and contributions payments which are due and payable but not withheld by Employer from the payment of the allowances provided by this Agreement are the responsibility and obligation of the Employee.

10. PERSONNEL POLICIES. As a management level employee, Employee shall be subject to policies and rules of the Employer's personnel manual, including attendance at Hospital orientation, mandatory in-services and passing employee health screening exams. Employee shall be subject to the applicable provisions and terms that apply to management personnel in the personnel manual. Employee shall perform all management functions required under the terms of this Agreement in a manner consistent with other employees' rights under the personnel manual. Employee shall report directly to the Board.

11. PERFORMANCE REVIEW. The Employee's performance under this Agreement and as the interim chief executive officer for Employer shall be subject to review by the Board Chair on or about three (3) months after the Effective Date and by the Board on or before the end of the six (6) month term for the purpose of evaluating Employee's performance and measuring the progress of meeting Board goals and objectives established for Employee.

12. CONFIDENTIALITY. Employee shall not at any time during or after employment with Employer communicate in any way to any person or entity, any proprietary business or trade secrets of Employer, any business and financial data of Employer, any patient care information or patient lists, or any confidences of Employer, unless such disclosure is pursuant to Employee's duties pursuant to this Agreement or the information is reasonably available to the general public as a public record or from third party sources that Employee knows are not under any obligation to refrain from divulging such information. Employee shall follow appropriate procedures to ensure that patient confidentiality rights are not abridged in accordance with applicable state and federal confidentiality laws and regulations. Employee shall, from time to time and as often as requested by Employer, execute an addendum to this Agreement governing Employee's use and disclosure of Protected Health Information in accordance with the requirements of the Health Insurance Portability and Accounting Act of 1996 ("HIPAA") and the implementing regulations of HIPAA, as amended.

13. INFORMATION TO EMPLOYER. Employee shall use reasonable efforts to ensure that Employer is always informed as to the status of matters that Employee is providing services for and the courses of action or recommendations of Employee. Employee shall make reasonably available to Employer all written materials sent or received by Employee pertaining to matters involving Employer and copies of such materials will be provided to Employer upon request.

14. RIGHTS UNDER DTSA. Regardless of any language to the contrary, whether in this Agreement, any written agreement, or any policy or handbook, the following actions shall not be a violation of this Agreement or constitute criminal or civil violations of any Federal or State trade secret law, including the Defend Trade Secrets Act ("DTSA"):

- a. The disclosure of a Trade Secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law;
- b. The disclosure of a Trade Secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and/or
- c. Where an individual files a lawsuit for retaliation by an employer for reporting a suspected violation of law and discloses the Trade Secret to his/her attorney or uses the Trade Secret information in the court proceeding, so long as the individual files any document containing the Trade Secret under seal and does not otherwise disclose the Trade Secret, except pursuant to court order.

15. NON-DISCRIMINATION. Employee shall uphold and abide by all laws pertaining to equal access and employment opportunities. The laws include, but are not limited to, Title VI and VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Age Discrimination in Employment Act of 1975, the Equal Pay Act of 1963, Sections 501 & 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991 and the Americans with Disabilities Act of 1990, as amended. Employee shall not discriminate against any patient, District employee, District contractor or any other individual the Employee comes into contact with by reason of the duties performed pursuant to this Agreement because of race, color, ethnicity, ancestry, creed, national origin, religion, age, sex, sexual orientation, gender identity or expression, marital status, familial status, veteran's status, political affiliation or disability (including AIDS and related conditions).

16. RETENTION OF FILES. All the Employee's work product generated in the performance of this Agreement is owned by Employer. Employer agrees to retain and maintain all significant components of the files of Employee relative to Employee's services for the Employer pursuant to this Agreement for a period of six (6) years following the termination of this Agreement, and during such time, Employer agrees to afford Employee reasonable access to such files.

17. TERMINATION. This Agreement and the employment of Employee may be terminated:

- a. Mutual Agreement. By mutual written agreement of Employer and Employee upon the terms and conditions set forth therein.
- b. Employee Decision. By Employee, for any reason, including, but not limited to, illness, injury and family medical reasons, by written notice to the Board Chair forty-five (45) days or more in advance of the termination date.
- c. With Cause. By a majority vote of the entire Board, with cause by reason of: (i) conviction of Employee of a felony criminal offense related to substance abuse or to the operation of the District Facilities, including embezzlement from the Employer; (ii) conviction of Employee of a felony or gross misdemeanor criminal offense involving moral turpitude; (iii) Employee's intentional or gross negligence violation of a written policy of Employer; (iv) Employee's gross or willful mismanagement of the District Facilities; or, (v) death of the Employee, effective on the date specified by the Board.

d. Without Cause. By a majority vote of the entire Board, without cause, such termination to become effective upon written notice to the Employee at such time as is specified in the notice.

e. District Breach. By Employee, in the event the District breaches a material term of this Agreement (including but not limited to the payment of compensation pursuant to this Agreement), or District violates any law or regulation, and Employee reasonably determines that the District violation has a reasonable probability of exposing Employee to liability or adverse consequences as a result of such violation, by written notice delivered to the Board Chair.

f. Change in Duties. By Employee, in the event the duties of the Employee are materially changed such that the Employee is no longer acting in the capacity of the chief executive officer of the District or District Facilities, within forty-five (45) days of such event, by written notice delivered to the Board Chair.

18. RELEASE. Upon any Employee termination, the Employee shall be deemed to have voluntarily released and discharged the District, the Board, the Hospital and their officers, directors, employees, agents and successors and assigns, individually and collectively, and in their official capacity from all liability arising out of Employee's employment or the cessation of such employment.

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

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed effective as of the beginning of the term.

EMPLOYER:

EMPLOYEE:

Alicia Cramer, Board of Trustee Chair

Robyn Dunckhorst, BSB, RN, CEN

EXHIBIT "A"
TO
EMPLOYMENT AGREEMENT
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

I. DEFINITIONS/TERMS. The capitalized terms used in this Agreement with reference to HIPAA or any other federal or state law or regulation shall have the meaning ascribed to such term in the law or regulation.

J. DISPUTE RESOLUTION. Any controversy, claim or dispute relating to this Agreement, or a breach thereof shall be the subject of informal discussions between Employee and the Board Chair. If no agreement can be reached between Employee and the Board Chair, the decision of the Board Chair may be referred to a committee (less than a quorum) of the District's Board of Trustees for review and decision. If the Employee is dissatisfied with the decision of the committee, then upon the written request of the Employee submitted to the Board Chair on or before the expiration of five (5) working days after the committee decision is rendered, the matter will be submitted to the District's Board of Trustees for resolution. The decision of the District's Board of Trustees is final. If there is failure to reach resolution upon exhaustion of the procedures of this section, the parties may then exercise any remedy authorized by this Agreement or by law.

K. ELECTRONIC COMMUNICATION. Employee consents to and allows District to initiate

Interim Chief Executive Officer Employment Agreement/Robyn Dunckhorst/10-20-2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTERIM CEO GOALS- Robyn Dunckhorst 2021-2022

- **Revenue Cycle plan with benchmarks and deadlines in order to ensure stabilization and sustainability of in-house billing. This is the 1st year plan to include:**
 - Rev gap analysis (completed)
 - Identifying the bridge solution (QHR or R1) for help with inhouse billing while we secure/train each solution properly (completed by end of November 2021)
 - Engage Cerner on being a part of our solution (completed)
 - Decision to complete a Cerner “uplift” (complete by Jan 1, 2022)
 - Work with NRHP on their program for teaching/implementing rev cycle (engagement start in Dec 2021)
 - Job descriptions/posting for the positions that we currently need but are missing (complete by Dec 15th, 2021)
 - Layered training for each solution (ongoing for the next 4-6 months)
 - Transition from contract support to inhouse support. We will peel off support as the inhouse team learns and is capable. (full transition to in-house billing by May 2022)
 - Reduction in AR within 6 months
 - Reduction in DNFB within 6 months
- **RHC clinic plan with benchmarks and deadlines. To include:**
 - Central Scheduling (completed by end of Q1 2022)
 - Streamlining of the follow-up, and Referral process (completed by end of Q1 2022)
 - Standardized MA training for clinical base training and Cerner (completed by end of Q1 2022)
 - Ensuring “the clinics” feel like they are part of HGH as a team and to the community.
 - Increasing WIC coverage to include Saturdays within calendar year 2022.
- **Ensuring our Revenue supports our budget/expense**
 - CEO/CHRO/CFO: to evaluate necessity for positions/justify/formal process to determine need. In the FY 2023 budget ensure that if needs arise, they will be potentially assessed for internal bandwidth.
 - Early start on the FY 2023 budget with a deep dive assessment of our operating expenses (this is where our largest struggle is currently) This would be an effort to truly ensure that all operative expenses are allocated for on the new budget year.
 - Recruitment and retention opportunities not using third party placement firms that cost HGH a fortune.
 - Stabilization of the womens health service line and OB/GYN OR capacity. This will start in January with anticipation to see positive changes in this space by Q2 2022.
 - Bringing in house Ortho, this starts Q1 2022 with anticipation to see positive revenue changes in this area by Q2 2022.
 - Cath lab/cardiac procedures. With the delay on getting the cath lab plans, we are looking into a mobile opportunity for cath lab that would have an anticipated start of Q1 2022. Working currently to ensure that all charges are built and drop properly, and nursing education layers are starting. The cath lab support will be a new revenue line for HGH.
- **Provider Services**

- Accurate RVU reports that providers receive on a routine basis, at minimum monthly.
- RVU tracking between provider liaison/CFO to ensure we are meeting the contractual needs.
- RVU determination evaluation upon provider contract renewal.
- Streamline provider communication
- Ensure that provider score cards are put in place and updated monthly with a comparison to their peers (this will be done with providers assigned a letter/number that will only be known by that provider and HGH CEO/Provider services).
- Development of med staff meetings, quality initiatives, and peer review process that are specific to providers.
- **HGH Engagement with the Community**
 - Switchboard communications to ensure they are all on the same page with any internal changes immediately
 - Marketing/communications early and consistent
 - CEO/marketing involvement/attendance at county/city board meetings and community groups in order to stay involved and ensure that new services/changes are alerted to these groups on a regular basis.

SUBJECT/TITLE: Communications between Hospital Board Trustees and CEO**DEPARTMENT/SCOPE: Administration****OWNER: CEO**

PURPOSE AND/OR POLICY STATEMENT: It is the goal to streamline communications between the hospital board trustees and the CEO of Humboldt General Hospital. This policy outlines the following guidelines as to how and when hospital board trustees should be communicating with staff members of Humboldt General, and the CEO.

PROCEDURE:

- I. All communications between board members and Humboldt General Hospital team will first be directed to the CEO who will then disseminate the information to the team. At the discretion of the CEO board members may directly contact staff member as the need arises for clarity and or meetings.
- II. The CEO will provide frequent updates to the board members to ensure the board is briefed on the ongoings of the hospital.
- III. Badge Access and Department Access
 - A. The board member's badges issued from HGH will allow the same access as the public has to HGH. They will also be granted access to the HGH Fitness Center if requested.
 - B. If further access is requested by the board member they should be escorted by Administration or a designated person.
- IV. Patient/Public complaints received by Board Members
 - A. Complaints or grievances received by a Board member should be directed to the proper supervisor through the CEO or channeled to the Patient Relations Department. This ensures proper follow up and resolution to these complaints.

RESOURCES:**REVISIONS:**

Review/Revised Date	Title	Description of Change
11-9-21	R Dunckhorst Interim CEO	New policy