

HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY

March 22, 2022

5:30 P.M.

SARAH WINNEMUCCA CONFERENCE ROOM

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

HUMBOLDT GENERAL HOSPITAL
118 EAST HASKELL STREET
WINNEMUCCA, NEVADA 89445

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

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

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

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

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

A. CALL TO ORDER

B. PUBLIC COMMENT

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

C. TRUSTEE COMMENT

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

D. MEDICAL STAFF-HOSPITAL DEPARTMENT REPORTS

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

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

E. CONSENT AGENDA

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

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

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

1. Board meeting minutes for: December 28, 2021 and February 22, 2022.
Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: James Clark, MD, Active-Emergency Medicine; Aaron Heckelman, MD, Active-Emergency Medicine; Sapandeep Khurana, MD, Consulting-Psychiatry; Rommel Adajar, MD, Active-Internal Medicine; George Mardini, MD, Active-Pathology; Andrew Wesely, MD, Active-Pain Management; Robert Pearson, MD, Consulting-Sleep Medicine; Stephanie Runyan, DO, Consulting-Teleradiology; and, Robert Johnson, PA-C, Allied Health-PA with the addition of Orthopedics
2. Warrants disbursed - Monthly expenditures
3. Quality report summary

F. BUSINESS ITEMS-OTHER REPORTS

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

1. Hospital District / performance evaluation of Interim CEO Robyn Dunckhorst / Board
2. Hospital District / request for approval of employment agreement with Robyn Dunckhorst for permanent CEO position / Board
3. Hospital District / request for approval of RFP to solicit for attorney services / Board
4. Hospital Administration / request for approval of employment agreement with Stephen Perry, MD for hospitalist services / CEO-Administration
5. Hospital Administration / request for approval of independent contractor agreement with Charles A. Stringham, MD for EMS physician director services / CEO-Administration
6. Hospital Administration-Radiology / request for approval to purchase c-arm for the operating room / Radiology Manager-Administration
7. Hospital Administration-Finance / request for approval to offer a 50% discount for payment of select self-pay accounts / CFO-Administration

G. TRUSTEE COMMENTS-STAFF REPORTS

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

H. PUBLIC COMMENT

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

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

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

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

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

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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
STATEMENTS OF NET POSITION
FEBRUARY 28, 2022

	ACTUAL 2/28/2022	AUDITED 6/30/2021
ASSETS:		
CURRENT ASSETS		
CASH AND CASH EQUIVALENTS	\$ 12,526,314	\$ 25,281,887
ACCOUNTS RECEIVABLE, NET	28,282,250	20,726,541
OTHER RECEIVABLES	2,117,334	4,327,832
INVENTORY	2,256,320	2,374,679
PREPAIDS	1,301,417	1,406,676
TOTAL CURRENT ASSETS	46,483,635	54,117,615
NONCURRENT ASSETS		
CASH AND CASH EQUIVALENTS, LIMITED TO USE	945,571	945,571
CAPITAL ASSETS, NET OF DEPRECIATION	53,647,990	53,576,831
TOTAL NONCURRENT ASSETS	54,593,561	54,522,402
DEFERRED OUTFLOW OF RESOURCES		
PENSION DEFERRED OUTFLOWS	8,139,624	8,139,624
TOTAL ASSETS	\$ 109,216,820	\$ 116,779,641
LIABILITIES:		
CURRENT LIABILITIES		
ACCOUNTS PAYABLE	\$ 3,915,710	\$ 3,390,119
ACCRUED PAYROLL	4,018,507	2,992,792
OTHER CURRENT LIABILITIES	1,098,262	5,259,566
TOTAL CURRENT LIABILITIES	9,032,479	11,642,477
LONG TERM LIABILITIES		
NOTE PAYABLE	2,408,552	-
NET PENSION LIABILITY	31,605,575	31,605,575
TOTAL LONG TERM LIABILITIES	34,014,127	31,605,575
DEFERRED INFLOW OF RESOURCES		
PENSION DEFERRED INFLOWS	1,827,400	1,827,400
DEFERRED REVENUE- CARES ACT	242,152	-
DEFERRED REVENUE- PENNINGTON FOUNDATION	945,571	945,571
TOTAL DEFERRED INFLOW OF RESOURCES	3,015,123	2,772,971
TOTAL LIABILITIES	46,061,729	46,021,023
FUND BALANCE:		
NET POSITION	63,155,091	70,758,618
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 109,216,820	\$ 116,779,641

HUMBOLDT GENERAL HOSPITAL
STATEMENT OF PROFIT AND (LOSS)
FOR THE PERIOD ENDING 02/28/2022

PRIOR YR		BUDGET		ACTUAL				ACTUAL		BUDGET		PRIOR YR
\$2,604,311		\$3,682,626		\$2,590,026				\$22,689,411		\$26,570,513		\$21,032,316
5,727,104		6,901,255		5,232,724		INPATIENT REVENUE		42,061,850		49,796,652		41,622,652
385,154		502,292		346,950		OUTPATIENT REVENUE		3,320,351		4,214,058		3,973,559
463,715		769,860		1,021,309		LTC		7,106,349		5,734,680		4,545,172
9,180,284		11,856,033		9,191,009		CLINIC REVENUE		75,177,960		86,315,904		71,173,699
						TOTAL PATIENT SERVICE REVENUE						
(3,562,071)	-39%	(4,286,775)	-36%	(4,206,147)	-46%	CONTRACTUAL ADJUSTMENTS	-43%	(32,281,492)	-40%	(34,312,491)	-37%	(26,587,493)
(684,235)	-7%	(791,471)	-7%	(329,086)	-4%	BAD DEBT	-6%	(4,247,407)	-7%	(6,331,771)	-11%	(7,918,273)
(4,246,306)		(5,078,247)		(4,535,233)		TOTAL DEDUCTIONS FROM REVENUE		(36,528,899)		(40,644,262)		(34,505,767)
4,933,978		6,777,786		4,655,776		NET PATIENT SERVICE REVENUE		38,649,061		45,671,642		36,667,932
25,465		42,475		1,014		OTHER OPERATING REVENUE		234,509		341,158		294,249
4,959,443		6,820,261		4,656,790		TOTAL OPERATING REVENUE		38,883,570		46,012,800		36,962,181
						OPERATING EXPENSES						
1,843,269		2,141,358		2,622,697		SALARIES		20,298,586		18,583,925		16,539,025
572,199		587,878		639,446		BENEFITS		5,263,205		5,101,943		4,084,334
70,963		141,288		129,668		CONTRACT LABOR		1,360,969		1,226,178		1,001,121
602,684		822,514		550,920		SUPPLIES MEDICAL		4,814,634		7,138,244		4,952,150
621,061		1,035,572		1,078,417		PURCHASED SERVICES		9,357,654		8,284,578		9,147,389
190,850		172,025		108,984		SUPPLIES & SMALL EQUIPMENT		1,105,730		1,492,932		1,371,154
180,123		128,677		161,612		REPAIRS AND MAINTENANCE		1,351,170		1,029,418		1,144,976
30,989		40,300		18,651		RENTS AND LEASES		343,558		322,396		251,695
17,108		62,325		44,422		INSURANCE		359,167		498,602		362,204
62,954		63,617		78,465		UTILITIES		629,523		508,936		500,229
482,493		520,409		453,626		DEPRECIATION		4,019,385		4,163,276		4,348,241
5,792		31,818		16,335		TRAVEL & MEALS		134,222		254,541		91,697
43,858		135,302		96,444		OTHER EXPENSE		997,623		1,082,418		636,530
4,724,343		5,883,084		5,999,687		TOTAL OPERATING EXPENSES		50,035,426		49,687,388		44,430,745
235,101		937,177		(1,342,897)		NET OPERATING INCOME/(LOSS)		(11,151,855)		(3,674,589)		(7,468,563)
						NON-OPERATING REVENUE/(EXPENSES)						
(1,769)		25,114		(12,869)		INTEREST INCOME		(26,030)		200,914		92,364
412,467		417,550		297,335		TAXES		3,652,212		3,340,400		3,978,179
(4,637)		68,417		(5,600)		DONATIONS		(9,600)		547,333		(22,651)
0		0		0		OTHER INCOME		0		0		8,463
(81,849)		0		(51,891)		CERNER CLEARING		(68,253)		0		89,350
0		(0)		0		SUBSIDIES		0		(0)		2,610,467
324,212		511,081		226,975		TOTAL NON-OPERATING REVENUE/ (EXPENSE)		3,548,329		4,088,647		6,756,171
\$559,313		\$1,448,258		(\$1,115,921)		NET INCOME/(LOSS)		(\$7,603,526)		\$414,059		(\$712,392)
\$1,041,805		\$1,968,668		(\$662,296)		EBIDA		(\$3,584,141)		\$4,577,334		\$3,635,849

HUMBOLDT GENERAL HOSPITAL

PRESENTATION OF CASH ACCOUNTS

February 28, 2022-- FISCAL YEAR 2022

ACCOUNTS FOR:	G/L ACCT. #:	LOCATION HELD:	ACCOUNT.#:	BALANCES:
Cash Drawers	10100	Safe/Business Office/Clinics	Cash Drawers(12)	2,775
General Fund Checking	10000	Wells Fargo Bank	3828	(874,565)
Tax Account	10005	Wells Fargo Bank	925	16,608
Payroll Checking	10010	Wells Fargo Bank	3836	(36,203)
General Fund Investment	10020	Wells Fargo Bank	6671	945,746
Hanssen Scholarship Fund	10050	Wells Fargo Bank	7067	3,985
EMS Scholarship Fund	10055	Wells Fargo Bank	917	16,965
SNF Patient Trust	10035	Wells Fargo Bank	0021	21,771
SNF Memorial/Activity	10040	Wells Fargo Bank	9304	4,890
Investment Trust	10030	Wells Fargo Bank	6500	10,570,996
LGIP Savings	10025	NV State Treasurer	#xxxGHO	2,798,917

HGH TOTALS: 13,471,885

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

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

BOARD PRESENT:

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

Kent Maher, Legal Counsel

ABSENT:

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

MEDICAL STAFF PRESENT:

Dr. Rommel Adajar, MD

GUESTS:

Bill Hammargren (MedX)

CALL TO ORDER:

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

PUBLIC COMMENT:

None

TRUSTEE COMMENTS:

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

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

MEDICAL STAFF – HOSPITAL DEPARTMENT REPORTS:

Medical Staff report:

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

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

MedX AirOne update:

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

Administration Department reports:

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

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

Meter, MD, Provisional-Orthopedics; Scott Curtis, MD, Provisional-OBGYN; Conrad Roberson, DO, Provisional-OBGYN; Zia Khan, MD, Consulting-Cardiology; and, Ryan Hodnick, DO, Consulting-Emergency Medicine/EMS Medical Director. Motion carried unanimously.

FINANCIAL REPORTS:

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

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

BUSINESS ITEMS-OTHER REPORTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

TRUSTEE COMMENTS-STAFF REPORTS:

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

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

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

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

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PUBLIC COMMENT:

There was no public comment.

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

APPROVED:

ATTEST:

Alicia Cramer, Board Chair

Alicia Wogan, Executive Assistant

**HUMBOLDT GENERAL HOSPITAL
DISTRICT BOARD OF TRUSTEES
FEBRUARY 22, 2022 REGULAR MEETING
MEETING VIA TELECONFERENCE—VIDEOCONFERENCE—IN-PERSON**

BOARD PRESENT:

Michelle Miller, Chairperson
Alicia Cramer, Vice-Chairperson
Ken Tipton, County Comm. Member
JoAnn Casalez, Member
Gene Hunt, Member
Lewis Trout, Member

Kent Maher, Legal Counsel (via phone)

ABSENT:

None

MEDICAL STAFF PRESENT:

Veronica Janhunen, MD, Chief of Staff
Jeffrey Meter, MD, Orthopedics

STAFF PRESENT:

Robyn Dunckhorst, Interim CEO
Kim Plummer, CFO
Bertha Higbee, Interim CNO
Angela Giese, Chief Human Resources Officer
Brian Washburn, Director of Operations
Shelly Smith, Controller
Jackie Wilson, CIO (via phone)
Diane Klassen, Radiology Director
Sara Otto, Chief Compliance Officer (via phone)
Kevin Grannis, EMS
Duane Grannis, Maintenance Director
Tori Stephen, MM Manager
Jeanette Grannis, Revenue Cycle Director
Tina Wilson, Director of Nursing Education
Dawn Swanson, LCSW
Laura Shea, Community Relations
Lorrie Meiron, OB Manager
Alicia Wogan, Executive Assistant (via phone)
Rachel Lara, Infection Control (via phone)
Jessica Villarreal, Credentialing Specialist

GUESTS:

Bill Hammargren (MedX) and Jason Creamer (MedX).

CALL TO ORDER:

Board chair Miller called the February 22, 2022 board meeting to order at 5:28 p.m.

PUBLIC COMMENT:

Tori Stephen, MM Manager, read a letter from Theresa Bell, Program Director, who was not able to attend the meeting, recommending Robyn Dunckhorst for the permanent CEO position. Stephen seconded the recommendation.

Lewis Trout commended Interim CEO Robyn Dunckhorst for her work in accommodating staff needs as part of the hospital's compliance with vaccination mandates.

Bill Hammargren from MedX introduced MedX Winnemucca base manager Jason Creamer.

Jason Creamer, MedX Winnemucca Base Manager, discussed MedX goals including maintaining the strong relationship with the hospital, and gave details on his background and experience. Board member Trout asked where his office was located. Creamer stated that it was in the flight house as he is a working manager. Trout asked how this will affect Hammargren's position within MedX. Hammargren stated that his position has not changed with MedX.

Sara Otto, Chief Compliance Officer, gave her recommendation for Robyn Dunckhorst to fill the permanent CEO position and said that she also had sent a letter of recommendation to the Board. Board Chair Miller stated that the letter will be read when that item is up for discussion during tonight's meeting.

Lorrie Meiron, OB Manager, gave her recommendation for Robyn Dunckhorst to fill the permanent CEO position, stating that Robyn's heart and soul are in the hospital and community.

Board Chair Miller stated that the public may speak on each action item.

TRUSTEE COMMENT:

Board member Trout stated the three basic levels of concerns for leaders expounded by Ron Price and how these apply to the evaluation of the CEO position. He would like to see continued reference to those concerns enduring the CEO evaluation process throughout the remainder of the contract.

MEDICAL STAFF – HOSPITAL DEPARTMENT REPORTS:

Medical Staff report:

Chief of Staff Dr. Janhunen stated all appointments/reappointments for medical staff were approved at the medical staff meeting last week, and that: the county positivity rate for COVID is 6.3%; we have one COVID positive admit; and, the nursing home is down to testing once a week due to the positivity rate.

Administration Department reports:

a) Urology update: Director of Operations Washburn reported on the urology clinic including an introduction of Dr. Joseph Drew, the daily clinic volume, the monthly clinic volume, and the top ten diagnoses seen in the clinic. He noted the new equipment and testing availability that the clinic has brought to the hospital. Washburn also stated that the first TURP procedure was done at HGH. Board Chair Miller asked if there is a patient goal for the clinic. Washburn replied that the patient goal is 40 to 50. Board Vice Chair Cramer asked if the procedures done in the office are revenue generating. Interim CEO Dunckhorst stated that they were.

b) CEO report: Interim CEO Dunckhorst reported that HGH received LCSW training site approval. She said that she had discussed the PERS tax issue for 2021 with CFO Plummer, who provided more details regarding the new tax tables, child tax credit, and the switch to the new payroll system after the IT crash of February 2021. Dunckhorst and Plummer confirmed that the PERS withholding was accurate. HGH is in 100% compliance with the vaccination mandate and that no employees were terminated or quit due to the mandate, 82 employees were exempted and 341 were vaccinated, putting the hospital at an 80.6% vaccination rate. Dunckhorst thanked board member Trout for his public comment regarding the vaccination mandate. She reported that the screening clinic and community-based testing will be moving to an appointment-based system beginning mid-March. Regarding home testing kits, she noted that four kits per family will be made available at no charge on a first-come, first-serve basis. She cautioned that these home testing kits test results will not be considered diagnostic tests, adding that the hospital will begin charging for testing beginning mid-March. The cost will be \$150.00 per test and insurance will cover testing. Financial assistance for self-pay patients is being looked at with the community health board. Dunckhorst thanked the board for their hard work and the time they put in for our community. She also thanked the board members for their work with Ron Price training. Board Chair Miller mentioned four pillars of successful governing boards: Good listeners, Respect, Engaged, Resilience.

c) Financial update: CFO Plummer reported on the balance sheet, the income statement, upper payment limit (UPL), average daily cash inflow, monthly cash inflow, cash outflow for the month, Cerner Gross AR, Cerner DNFB, and the use of QHR for billers and for coding. Board Chair Miller stated that she met with the CFO and others regarding the charges dropping, the interface not having the remits post to the accounts, and no claims going out to the insurance companies. Plummer said these issues were resolved about two weeks ago. Plummer also reported on the KPIs for January including admits, patient days, daily average census, clinic visits, surgeries and procedures, and the monthly stat comparison. Board member Trout asked what remittances were and Plummer explained. Trout asked on the average daily cash inflows, what the non-patient related inflows were, Plummer provided examples like the cafeteria, medical records, taxes. Trout asked why these are up 300% from 2021. Controller Smith answered. Trout asked if that skews the average daily revenue numbers and asked what the action plan is to bring the monthly cash outflows and inflows into equilibrium. Interim CEO Dunckhorst explained what created the difference. Miller discussed the presentation from Cris regarding the copay collection and the lifespan of claims. Trout asked to have a summarized action plan at the board meetings that has the goals and what was accomplished. Dunckhorst touched on the fact that we are building our Business Office and that employees are receiving training while also doing their jobs. Board member Casalez noted that the board should look at the accomplishments that have been made from the people we now have in place. Miller commended Dunckhorst and Plummer for presenting the facts and being transparent. Board member Tipton commented that these numbers do not look good to him, but he knows they do not look good to Plummer either and he is waiting for better results to come.

CONSENT AGENDA: Motion by board member Casalez and second by board member Hunt to approve the board meeting minutes of November 16, 2021, December 28, 2021, and January 25, 2022 and medical staff applications for appointments, reappointments, provisional and temporary privileges for Dominic DiPrinzio, DO, Active-Emergency Medicine; Raj Patel, MD, Active-Emergency Medicine; Joseph Drew, MD, Active-Urology; Brian Evans, MD, Consulting-Radiology; Gabriela Lavoy, APRN-CNP, Allied Health Professionals-Family Medicine; Shelbee Smolek, APRN-CNP, Allied Health Professionals-Sleep Medicine; Leon Jackson, MD, Active-Radiology; James Langevin, MD, Active-General Surgery; Katrinka Kip, MD, Consulting-Pediatric Cardiology; Joseph Ludwick, MD, Consulting-Pediatric Cardiology; Alban De Schutter, MD, Provisional-Cardiology; and, John Gull, DO, Provisional-Otolaryngology, and warrants disbursed for monthly expenditures, and quality report summary with a change requested by Board member Trout to the January 25, 2022 minutes to show on page three, third paragraph under business item number one that Board member Trout abstained from the vote. Motion carried unanimously.

BUSINESS ITEMS-OTHER REPORTS:

1. Hospital District / request for authorization to proceed on behalf of the district with a small claims action before the appropriate court to have funds released to the district / Board

Legal Counsel Maher explained that the accounts in question are in the name of the Humboldt County Volunteer Ambulance Corp, which means they would be the claimant, but that there are statutory procedures for dissolved corporations to finish up their corporate business. Maher also explained that once an unclaimed property claim is validly made and is not acted upon within a certain amount of time or is rejected, the law provides that an action on that claim must be maintained in District Court. Maher also stated that small claims would be handled in Carson City and not in the local court and the claim amount for this claim exceeds the small claims jurisdiction limit. Board member Trout confirmed that the five accounts are in the name of the defunct Humboldt County Volunteer Ambulance Corp which ceased operations in 2005 and that there are not officers available to execute a request or demand letter to the State Treasurer's Office for release of the funds. Trout explained the history of these funds and the procedure for writing and submitting a demand letter to the State Treasurer's Office. Board member Hunt

stated that sending a letter would not hurt. Board Vice Chair Cramer questioned if the action item needed to be changed. Maher stated that submitting the demand letter is not a small claims action and staff can take action without having the board take action. Board member Tipton commented that submitting the letter is fine, but if nothing comes of the letter this should be ended. Board chair Miller directed Board member Trout to draft the demand letter for Interim CEO Dunckhorst review and Miller's signature to request the funds.

No action was taken.

2. Hospital District / consideration of appointment of the chief of medical staff to serve on the district board of trustees as a voting member per NRS 450.640 / Board

Board member Hunt brought up the discussion on this from the bylaws committee meetings and the reasons why they have not appointed the Chief Medical Officer as a voting member, including not having employees as voting members and the concerns with having to abstain from votes to avoid any conflicts. Board member Casalez agreed with Hunt and feels that the board has always respected the judgment of the Chief of Staff. Board Vice Chair Cramer agreed. Board Chair Miller stated her concern is that can put the Chief of Staff in a bind.

No action was taken.

3. Hospital District / proposals for board committees and committee appointments / Board

Board Chair Miller stated that board member Casalez was on quality, Board Vice Chair Cramer was on finance, and Board member Hunt was on medical staff. Miller asked if any of the board members wanted to request a committee they are interested in, continue or discontinue any current committees. Board member Hunt enjoys jumping in where needed. Casalez stated that she also still sits on the Giving Committee. No changes for current committees.

No action was taken.

4. Hospital District / procedures and timelines for evaluation of Interim CEO performance and transition of the Interim CEO appointee to the permanent CEO position / Board

Board member Trout asked if the public should hear the board comments first. Legal Counsel Maher stated that public comment must take place before the board takes any action per the state law. CFO Plummer gave her recommendation in favor of Interim CEO Dunckhorst filling the permanent CEO position, noting her sense of urgency and ability to get action from employees. Director of Operations Washburn gave his recommendation in favor of Dunckhorst, noting her support and mentorship during his time at HGH. Board member Casalez commended Washburn on the improvement she has seen. Chief Compliance Officer Otto provided her recommendation for Dunckhorst, noting how she holds employees accountable and is setting goals that are attainable but still push the leaders. IT Director Bell provided his recommendation of Dunckhorst filling the permanent CEO position. LCSW Swanson gave her recommendation in favor of Dunckhorst, noting her attention to addressing concerns. Controller Smith gave her recommendation for Dunckhorst, noting her communication with the business office. Executive Assistant Wogan provided her recommendation in support of Dunckhorst filling the permanent CEO position, noting her holding staff accountable plus bringing clinical knowledge and stability to the organization. Board member Hunt read letters of recommendation in favor of Interim CEO Dunckhorst becoming the permanent CEO from Emergency Department Manager Tisue, Interim CNO Higbee, and Chief Compliance Officer Otto. Trout commented on Dunckhorst's character and improvement of expertise during her time as Interim CEO and the recommendation that came from Ron Price. Trout believes the board should stay the course with the nine-month contract and evaluation and create a survey for all staff to be able to express their feedback. Hunt commented that there were two sides, one being the evaluation of Dunckhorst in the interim role and the other being if Dunckhorst would want to

fill the permanent CEO role. Hunt asked Dunckhorst if she is willing to fill this role after seeing what it consists of. Interim CEO Dunckhorst answered by stating that her heart is in Humboldt, that she wants to lead a team of people who want her to lead and that she wants to have stability for the hospital. Board member Casalez stated that she knew she would want Dunckhorst in this position, but the question was if Dunckhorst would want this position. Casalez feels that they could go back to the original six-month timeframe with the goals they have currently set for the CEO position and feels confident to have a contract reviewed for permanent CEO on next month's agenda. Board Vice Chair Cramer commented that Dunckhorst has embraced this and has met a lot of the goals ahead of time, she agrees with Casalez on adding the contract to next month's agenda. Board Chair Miller commended Interim CEO Dunckhorst on her navigation of the CEO position and the board as a whole. Board member Tipton commented that he would not want to go through another CEO search, he knows Dunckhorst and where she comes from, and commends her on listening to her fellow employees and having their respect. Tipton feels like Dunckhorst is the light at the end of the tunnel. Trout asked if there is time to have a contract negotiated and reviewed in time to be on next month's agenda. Miller asked Maher how the contract for the interim position would work with adding the permanent position contract and if a contract could be put together in time for the next meeting. Maher stated that this could be done. Miller asked Wogan about a review process including the NRHP review template and if she would have the time to complete this. Wogan stated that she would be able to do this. Miller asked the board if they wanted to have a survey sent out to the staff. Cramer stated that she does not feel one is needed. Trout feels that all employees should have the opportunity to provide their feedback. Casalez agrees with Trout on allowing all employees to provide feedback, but it does not have to be done before permanent placement and can be used for setting performance measures. Tipton asked if Dunckhorst has an open-door policy. Dunckhorst said she does.

Motion by board member Trout and second by board member Hunt to approve the placement on the agenda, not later than the April meeting, a revision to the contract to provide for the termination of the interim contract and the replacement with a permanent contract for the CEO. Motion carried unanimously.

5. Hospital Administration / request for approval of employment contract for Stephen Perry, MD for hospitalist services / CEO-Administration

Item was tabled due to the contract not being ready at this time.

6. Hospital Administration / request for approval to purchase ultrasound equipment for the residency program / CEO-Administration

Motion by board member Casalez and second by board member Hunt to approve the purchase of the ultrasound equipment for the residency program. Motion carried unanimously.

7. Hospital Administration / request for approval of cath lab plans and specifications and authorization to proceed with the project / CEO-Administration

Motion by board member Casalez and second by board member Cramer to approve the cath lab plans and specifications and to proceed with the project. Motion carried unanimously.

8. Hospital Administration / request for approval of revised employment contract for Robert Johnson, PA / CEO-Administration

Motion by board member Cramer and second by board member Trout to approve the revised employment contract for Robert Johnson, PA. Motion carried unanimously.

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9. Hospital Administration / request for approval of revised contract for Northstar Imaging for radiology services / CEO-Administration

Motion by board member Hunt and second by board member Trout to approve the revised contract for NorthStar Imaging for radiology services. Motion carried unanimously.

TRUSTEE COMMENTS-STAFF REPORTS:

Board member Tipton stated that he will not be here for the March meeting.

Board member Trout stated that he has no one else in mind to be the CEO of Humboldt General Hospital.

Board chair Miller thanked everyone for their time tonight.

PUBLIC COMMENT:

There was no public comment.

Board chair Miller adjourned the February 22, 2022, meeting of the Humboldt County Hospital District Board of Trustees at 7:35 p.m.

APPROVED:

ATTEST:

Michelle Miller, Board Chair

Alicia Wogan, Executive Assistant



March 22, 2022

Board of Trustees
Ref: Medical Staff Meeting

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

Provisional:

- None

Appointment:

- James Clark, MD Active-Emergency Medicine
- Aaron Heckelman, MD Active-Emergency Medicine
- Sapandeep Khurana, MD Consulting-Psychiatry

Reappointment:

- Rommel Adajar, MD Active-Internal Medicine
- George Mardini, MD Active-Pathology
- Andrew Wesely, MD Active-Pain Management
- Robert Pearson, MD Consulting-Sleep Medicine
- Stephanie Runyan, DO Consulting-Teleradiology

Update:

- Robert Johnson, PA-C Allied Health-PA with the addition of Orthopedics

Below details additional information on each Medical Staff file:

- **James Clark, MD** earned his Doctor of Medicine from St. Louis University School of Medicine in 1999. He completed his Emergency Medicine residency with the University of Illinois at Chicago from 1999 to 2002. Dr. Clark earned his initial Emergency Medicine board certification from the American Board of Emergency Medicine in 2003 and has kept it current. He also holds current certifications for ATLS, ACLS, and PALS. Dr. Clark has been practicing as an Emergency Medicine physician for twenty years; he has practiced in numerous states including Florida, New Mexico, Mississippi, South Carolina, Louisiana, and Alabama. He has also completed some Locum Tenens travelling positions throughout his twenty years of practice. Dr. Clark will be joining Humboldt General Hospital through Envision to provide coverage in our ED. He was granted temporary privileges on September 2, 2021, for his first scheduled shift on September 10, 2021 and was granted provisional privileges at September 2021's meetings.
- **Aaron Heckelman, MD** earned his Doctor of Medicine from the University of California San Francisco School of Medicine in 2014. Dr. Heckelman completed his Emergency Medicine residency with the University of Nevada from 2014 to 2017. Dr. Heckelman is currently board certified in Emergency Medicine through the American Board of Emergency Medicines and earned his initial certification in 2018. He also holds current certifications for ATLS, ACLS, PALS, and BLS. Dr. Heckelman has been practicing as an Emergency Medicine physician since 2017 in Las Vegas, NV and moved up to Reno, NV in November 2020 to work at



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

Northern Nevada Medical Center. Dr. Heckelman will be joining Humboldt General Hospital as an Emergency Medicine physician through Envision to provide coverage in our ED. He was initially granted provisional privileges in September 2021.

- **Sapandeep Khurana, MD** earned his Bachelor of Medicine and Bachelor of Surgery from Baba Farid University of Health Sciences in 2001. Dr. Khurana completed his Educational Commission for Foreign Medical Graduates exams by January 2007. He completed his residency in Psychiatry and Neurobehavioral Sciences with the University of Virginia from 2008 to 2011 and his fellowship in Child and Adolescent Psychiatry from 2011 to 2013. Dr. Khurana holds two board certifications through the American Board of Psychiatry and Neurology, one in Psychiatry since 2012 and the other in Child and Adolescent Psychiatry since 2014. Dr. Khurana has been working as a Psychiatrist since 2013 in Las Vegas, NV. Dr. Khurana is one of the providers from Nevada Mental Health that joined Humboldt General Hospital to provide Behavioral Health services. He will be available for consultation and/or coverage for the other providers in the group. Dr. Khurana was initially granted privilege with HGH in March 2021.
- **Rommel Adajar, MD** earned his Doctor of Medicine from the University of the Philippines College of Medicine in 1995. He earned his Educational Commission for Foreign Medical Graduates certification in 1995. Dr. Adajar completed his Internal Medicine residency with State University of New York from 1996 to 1999. Dr. Adajar is board certified in Internal Medicine through the American Board of Internal Medicine; initially earned in 1999. He has been practicing as a primary care physician since 1999 and has also completed some Locum Tenens assignments. Dr. Adajar joined Humboldt General Hospital in October 2019 as a full-time clinic provider and was initially granted privileges in September 2019.
- **George Mardini, MD** earned his Doctor of Medicine from the University of Damascus School of Medicine in 1983. Dr. Mardini completed his residency training with Metro Health Medical Center in Cleveland, OH from 1992 to 1995. He earned his lifetime board certification in Anatomic Pathology and Clinical Pathology through the American Board of Pathology in October 1999. Dr. Mardini has been practicing at Great Basin Pathology and been affiliated with Northeastern Nevada Regional Hospital in Elko, NV since 1999. Dr. Mardini has held privileges with Humboldt General Hospital since March 2004.
- **Andrew Wesely, MD** earned his Doctor of Medicine from Oral Roberts University in 1989. He completed his Internal Medicine internship and his Anesthesiology and Pain Management residency with the University of Alabama Birmingham from 1989 to 1993. Dr. Wesely earned his lifetime board certification in General Anesthesiology through the American Board of Anesthesiology in 1995. In 1998, he earned his subspecialty certification in Pain Medicine through the same board. Dr. Wesely has been working in Nevada since 1994 between Renown Regional Medical Center, William Bee Ririe Hospital, and Humboldt General Hospital. He was initially granted privileges with HGH in September 2019 when he started providing pain management services monthly.
- **Robert Pearson, MD** earned his Doctor of Medicine from the University of Utah School of Medicine in 1994. Dr. Pearson completed his General Surgery internship with St. Joseph Hospital in Colorado from 1994 to 1995 and his Otolaryngology residency with the University of Colorado from 1995 to 1999. In 2000, Dr. Pearson earned his lifetime board certification in Otolaryngology through the American Board of Otolaryngology – Head and Neck Surgery. He then earned his subspecialty in Sleep Medicine in 2010 and has maintained this certification.



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Dr. Pearson has been practicing at Canyon View ENT and Serenity Sleep Center since 1999 in Cedar City, UT. Dr. Pearson was initially granted consulting privileges with Humboldt General Hospital in March 2020 for the sleep medicine program.

- **Stephanie Runyan, DO** earned her Doctor of Medicine from Oklahoma State University in 1989. She completed her rotating internship with the Medical Center at Oklahoma State University from 1989 to 1990. The next two years Dr. Runyan was working on a Family Medicine residency with the University of Oklahoma College of Medicine. From 1994 to 1998 she completed her Diagnostic Radiology residency with Oklahoma State University Medical Center. Dr. Runyan went on to complete a Musculoskeletal Imaging fellowship with the Mayo Clinic from 1998 to 1999. Dr. Runyan earned her lifetime board certification in Diagnostic Radiology through the American Osteopathic Board of Radiology in April 1999. She has been practicing as a Radiologist since 1999 and has been doing teleradiology since 2011. Dr. Runyan joined Humboldt General Hospital in March 2020 through Virtual Radiologic Professionals, LLC (vRAD) to provide teleradiology services.

Thank you,
Jessica Villarreal
Medical Staff Credentialing Coordinator



HUMBOLDT GENERAL HOSPITAL

118 E. Haskell Street ■ Winnemucca, Nevada 89445

Phone 775.623.5222 Fax 775.623.5904

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Quality Report Summary

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

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

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

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

- **Acute/Case Management**
- **Emergency**
- **OB**
- **Surgery**
- **Central Processing**
- **Infection Control**
- **Pharmacy**
- **EMS**
- **Social Services**
- **Laboratory**
- **Respiratory**
- **Radiology**
- **Maintenance Services**
- **Materials Management**
- **Anesthesia**
- **Rural Health Clinics**
- **Physical Therapy**
- **Dietary**
- **IT services**
- **HIPAA/Hitech**
- **Nutrition Services**
- **Cardiac Rehab**
- **Wellness**
- **Environmental Services**
- **Human Resources**

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

MBQIP – Medicare Beneficiary Quality Improvement Project (MBQIP) – Measure's quality improvement activity under Medicare rural Hospital Flexibility (FLEX) grant

program of the Health Resources and Services Administration's Federal Office of Rural Health Policy. This project provides an opportunity for individual hospitals to look at their own data, measure their outcomes against other CAHs and partner with other hospitals in the state around quality improvement initiatives to improve outcomes and provide the highest quality care to their patients. (Q22021 reports are attached)

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



Hospital-Level Patient Experience Core Measures/HCAHPS Report

Current Reporting Period: Q3 2020 - Q1 2021

Humboldt General Hospital

The Medicare Beneficiary Quality Improvement Program (MBQIP) focuses on quality improvement efforts in the 45 states that participate in the Medicare Rural Hospital Flexibility (Flex) Program. Through Flex, MBQIP supports more than 1,350 small hospitals certified as rural Critical Access Hospitals (CAHs) in voluntarily reporting quality measures that are aligned with those collected by the Centers for Medicare and Medicaid Services (CMS) and other Federal programs.

The Federal Office of Rural Health Policy (FORHP) tasked the Flex Monitoring Team with producing a set of hospital-level reports for the core MBQIP measures.

This report contains the following core MBQIP measures:

- HCAHPS Composite 1: Q1 to Q3, Communication with Nurses
- HCAHPS Composite 2: Q5 to Q7, Communication with Doctors
- HCAHPS Composite 3: Q4 & Q11, Responsiveness of Hospital Staff
- HCAHPS Composite 5: Q13 & Q14, Communication about Medicines
- HCAHPS Composite 6: Q16 & Q17, Discharge Information
- HCAHPS Composite 7: Q20 to Q22, Care Transition
- HCAHPS Q-8: Cleanliness of Hospital Environment
- HCAHPS Q-9: Quietness of Hospital Environment
- HCAHPS Q-18: Overall Rating of Hospital
- HCAHPS Q-19: Willingness to Recommend This Hospital

Note: Some question numbers have changed in the HCAHPS survey, though the measures remain the same.

General Report Information

For the measures in this report, hospital-level data are included for the current reporting period, which includes three rolling quarters, Q3 2020 through Q1 2021 (not the typical four rolling quarters) based on available data from CMS due to COVID-19. Hospital-level data include:

- The number of completed surveys - the number of participants who returned the survey in the specified timeframe.
- The survey response rate - the percentage of participants sampled who returned the survey.
- HCAHPS summary of Star Ratings - calculated using mean scores for each HCAHPS measure which was then categorized into a rating of 1, 2, 3, 4, or 5 using a statistical clustering algorithm. All measures are eligible to receive a star rating. Hospitals with fewer than 100 completed HCAHPS surveys within the current reporting period are not eligible to receive star ratings.

This report also includes state and national averages for each measure. These data may be useful in understanding how your hospital's performance compares to other hospitals. The data for state and national values in this report only include CAHs with a signed MBQIP Memorandum of Understanding (MOU). The data used for this report are reported to the Centers for Medicare and Medicaid Services (CMS) and extracted from QualityNet.

Specific information on how data elements were calculated for inclusion in this report is outlined below. Please direct questions regarding your MBQIP data reports to the Flex Coordinator in your state. You can find contact information for your Flex Coordinator at: <https://www.ruralcenter.org/tasc/flexprofile>.

Measure Adjustment & Aggregation

For each measure (composite or individual question), your hospital has a reported "adjusted score", where data has been adjusted by CMS for the mix of patients and the mode by which the survey was administered. Adjusted scores show the percentage of survey respondents who selected certain responses to the survey questions, and is completed to reduce the bias in comparisons between hospitals. State measures aggregate all CAHs in the state and national measures aggregate all CAHs nationwide (not all hospitals, as was the case in the MBQIP reports previously produced by Telligen). Values for state and national data may not always add to 100% due to rounding.

Response Categories

Response categories vary by question. For example, some questions use "Yes" or "No" as response options, where others have scales ranging from "Never" to "Always" or "Strongly disagree" to "Strongly agree". For this report, some responses are combined into one category, for example "Sometimes to Never," compared to "Usually" or "Always".

Benchmarks

Benchmarks for the HCAHPS measures come from the benchmarks selected for CMS' Hospital Value-Based Purchasing Program in 2021. HCAHPS Question 19 (patient recommendation) does not have a benchmark as part of these standards, and HCAHPS questions 8 and 9 (quietness and cleanliness) receive a joint benchmark.

Data Exceptions & Labels

- "N/A" indicates that a CAH did not report data for each of the three quarters included in the current reporting period.
- "N/C" indicates that less than 100 surveys were returned in the current reporting period so a Star Rating was not able to be calculated.
- "#" indicates that the CAH did not have a signed MOU at the time of reporting for this period.

Trend Figures

Trend lines show CAH and national performance over multiple reporting periods. Missing or excluded data are indicated by a missing data point, and a missing line indicates that data are not available for any of the previous three reporting periods or the current period.

291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Experience Core Measures/HCAHPS Report

Current Reporting Period: Q3 2020 - Q1 2021

Generated on 12/20/21

Number of Completed Surveys: 73

Survey Response Rate: 16%

HCAHPS Summary Star Rating: N/C

HCAHPS Composites	HCAHPS Star Rating	Your Hospital's Adjusted Score			Your State's CAH Data			National CAH Data			Benchmark
	Star Rating (0-5)	Sometimes to Never	Usually	Always	Sometimes to Never	Usually	Always	Sometimes to Never	Usually	Always	Always
Composite 1 (Q1 to Q3) Communication with Nurses	N/C	5%	23%	72%	5%	18%	77%	3%	13%	84%	87%
Composite 2 (Q5 to Q7) Communication with Doctors	N/C	9%	21%	70%	8%	17%	75%	3%	12%	85%	88%
Composite 3 (Q4 & Q11) Responsiveness of Hospital Staff	N/C	6%	35%	59%	8%	23%	69%	5%	19%	75%	81%
Composite 5 (Q13 & Q14) Communication about Medicines	N/C	15%	22%	63%	18%	17%	65%	14%	18%	68%	75%

Hospital Environment Items	HCAHPS Star Rating	Your Hospital's Adjusted Score			Your State's CAH Data			National CAH Data			Benchmark
	Star Rating (0-5)	Sometimes to Never	Usually	Always	Sometimes to Never	Usually	Always	Sometimes to Never	Usually	Always	Always
Q8 Cleanliness of Hospital	N/C	6%	24%	70%	8%	20%	72%	6%	15%	79%	80%
Q9 Quietness of Hospital	N/C	13%	37%	50%	13%	32%	55%	6%	26%	68%	80%

“N/A” indicates that a CAH did not report data for each of the three quarters included in the reporting period.

“N/C” indicates that less than 100 surveys were returned in the reporting period so a Star Rating was not able to be calculated.

“#” indicates that the CAH did not have a signed MOU at the time of reporting for this period.

291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Experience Core Measures/HCAHPS Report

Current Reporting Period: Q3 2020 - Q1 2021

Generated on 12/20/21

Discharge Information Composite	HCAHPS Star Rating	Your Hospital's Adjusted Score		Your State's CAH Data		National CAH Data		Benchmark
	Star Rating (0-5)	No	Yes	No	Yes	No	Yes	Yes
Composite 6 (Q16 & Q17) Discharge Information	N/C	20%	80%	15%	85%	11%	89%	92%

Care Transition Composite	HCAHPS Star Rating	Your Hospital's Adjusted Score			Your State's CAH Data			National CAH Data			Benchmark
	Star Rating (0-5)	Disagree to Strongly Disagree	Agree	Strongly Agree	Disagree to Strongly Disagree	Agree	Strongly Agree	Disagree to Strongly Disagree	Agree	Strongly Agree	Strongly Agree
Composite 7 (Q20 to Q22) Care Transition	N/C	8%	50%	42%	7%	46%	47%	4%	40%	56%	63%

HCAHPS Global Items	HCAHPS Star Rating	Your Hospital's Adjusted Score			Your State's CAH Data			National CAH Data			Benchmark
	Star Rating (0-5)	0-6 rating	7-8 rating	9-10 rating	0-6 rating	7-8 rating	9-10 rating	0-6 rating	7-8 rating	9-10 rating	9-10 rating
Q18 Overall Rating of Hospital (0 = worst hospital, 10 = best hospital)	N/C	8%	43%	49%	11%	26%	63%	5%	17%	78%	86%
Q19 Willingness to Recommend This Hospital	N/C	4%	42%	54%	8%	29%	63%	3%	21%	76%	No Benchmark

“N/A” indicates that a CAH did not report data for each of the three quarters included in the reporting period.

“N/C” indicates that less than 100 surveys were returned in the reporting period so a Star Rating was not able to be calculated.

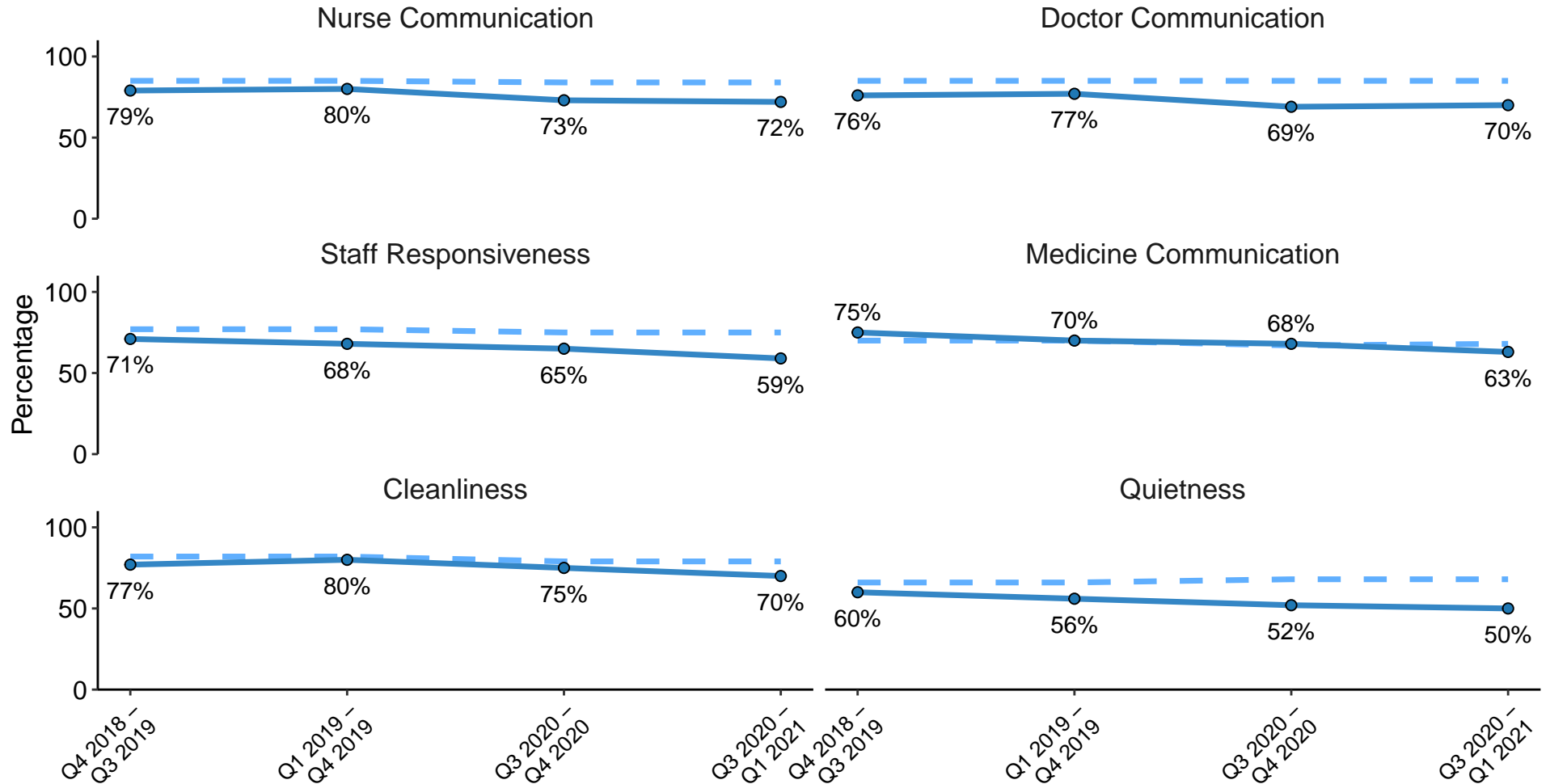
“#” indicates that the CAH did not have a signed MOU at the time of reporting for this period.

291308: Humboldt General Hospital

Hospital-Level Patient Experience Core Measures/HCAHPS Report Current Reporting Period: Q3 2020 - Q1 2021

HCAHPS Trends in Humboldt General Hospital and All CAHs Nationally

U.S. Your Hospital

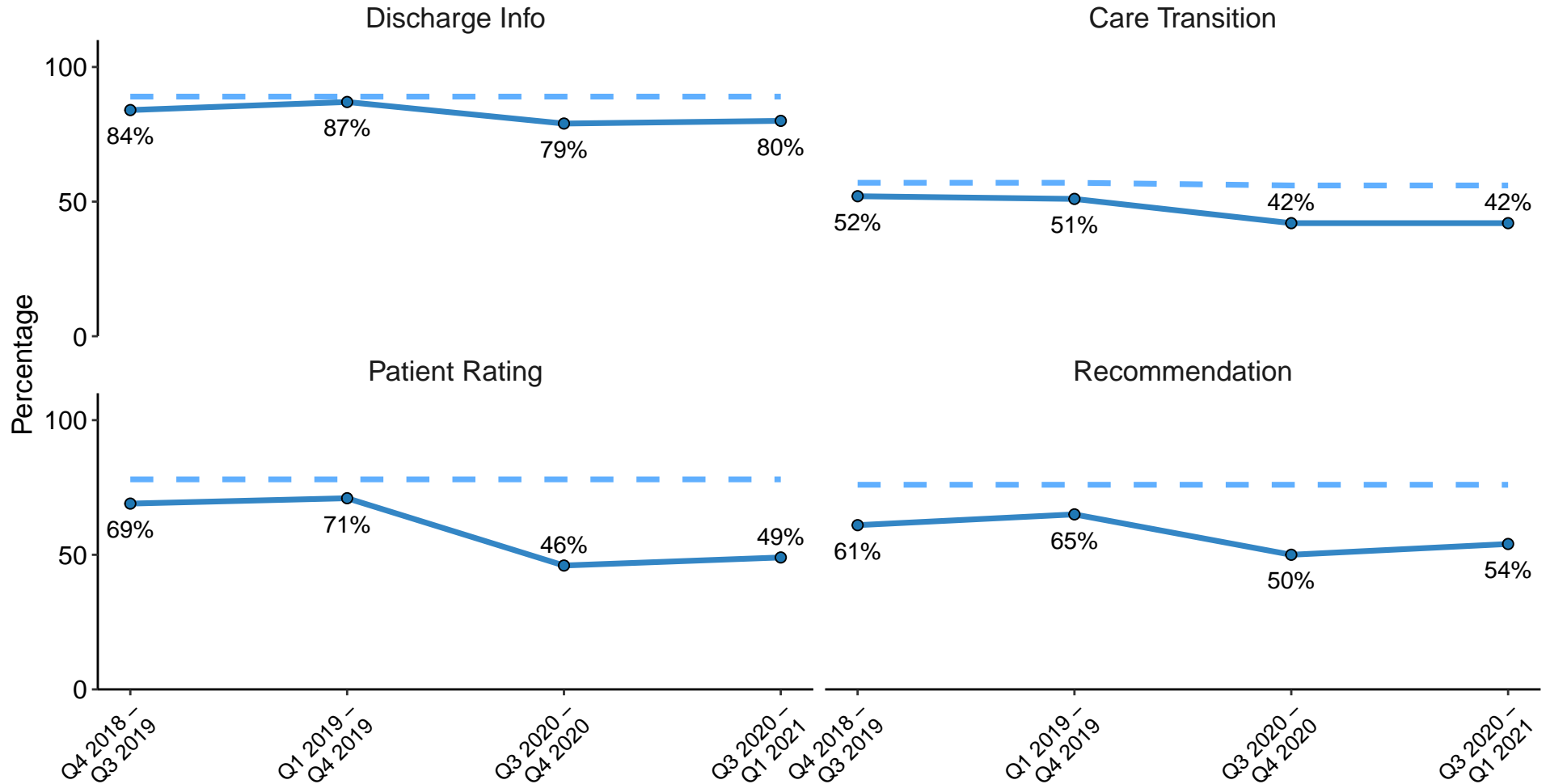


291308: Humboldt General Hospital

Hospital-Level Patient Experience Core Measures/HCAHPS Report Current Reporting Period: Q3 2020 - Q1 2021

HCAHPS Trends in Humboldt General Hospital and All CAHs Nationally (continued)

— U.S. — Your Hospital





Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report

Quarter 2 - 2021

Humboldt General Hospital

The Medicare Beneficiary Quality Improvement Program (MBQIP) focuses on quality improvement efforts in the 45 states that participate in the Medicare Rural Hospital Flexibility (Flex) Program. Through Flex, MBQIP supports more than 1,350 small hospitals certified as rural Critical Access Hospitals (CAHs) in voluntarily reporting quality measures that are aligned with those collected by the Centers for Medicare and Medicaid Services (CMS) and other Federal programs.

The Federal Office of Rural Health Policy (FORHP) tasked the Flex Monitoring Team with producing a set of hospital-level reports for the core MBQIP measures.

This report contains the following core MBQIP measures:

Patient Safety/Inpatient Measures

- HCP/IMM-3: Influenza Vaccination Coverage Among Health Care Personnel (annual measure, updated in quarter 1 only)
- Antibiotic Stewardship (annual measure, updated in quarters 3 & 4 only)
 - Number of Elements Met
 - Element 1: Leadership
 - Element 2: Accountability
 - Element 3: Drug Expertise
 - Element 4: Action
 - Element 5: Tracking
 - Element 6: Reporting
 - Element 7: Education

Outpatient Measures

- OP-2: Fibrinolytic Therapy Received Within 30 Minutes of ED Arrival
- OP-3b: Median Time to Transfer to Another Facility for Acute Coronary Intervention
- OP-18b: Median Time from ED Arrival to ED Departure for Discharged ED Patients
- OP-22: Patient Left Without Being Seen (annual measure, updated in quarter 4 only)

General Report Information

For the tables in this report, hospital-level data are included for previous reporting periods and the current reporting period. State-level data and national data are also included in the tables for the current quarter, including:

- The number of CAHs reporting
- Median values
- 90th percentile values

State measures aggregate all CAHs in the state and national measures aggregate all CAHs nationwide. These data may be useful in understanding how your hospital's performance compares to other hospitals. The data for state and national values in this report only include CAHs with a signed MBQIP Memorandum of Understanding (MOU). The data used for this report are reported to the Centers for Medicare and Medicaid Services (CMS) and extracted from QualityNet, or to the Centers for Disease Control and Prevention (CDC) National Healthcare Safety Network (NHSN) annual survey.

Specific information on how data elements were calculated for inclusion in this report is outlined below. Please direct questions regarding your MBQIP data reports to the Flex Coordinator in your state. You can find contact information for your Flex Coordinator at: <https://www.ruralcenter.org/tasc/flexprofile>.

Population and Sampling Data

Starting with Q4 2020 data, reports will reflect population and sampling data. Population and sampling refers to recording of the number of cases the hospital is submitting to the CMS Clinical Warehouse. Entering a “zero” (0) when appropriate in population and sampling data is a mechanism that allows CAHs to report that they had no cases that met the measure set population requirements in a given quarter. These data are used to distinguish between hospitals that did not have any cases in the patient population versus those that chose not to report. The state and national values for number of CAHs reporting a given measure include:

- All CAHs that submitted case values for that measure, and
- All CAHs that indicated that did not have any patients in the measure population.

Percentage Values

Percentages are calculated using the number of patients (or healthcare workers for the measure HCP/IMM-3) who meet the measure criteria, divided by the number of patients or workers in the measure population, which are specifically defined for each measure. Values are rounded to the nearest whole number.

Time Values

Median time includes the median number of minutes until the specified event occurs among patients who meet certain criteria, which are specifically defined for each measure.

Percentiles

Some measures include state and national values for 90th percentile. The 90th percentile is the level of performance required to be in the top 10% of CAHs for a given measure (i.e., 10% of CAHs perform at or better than the 90th percentile).

Benchmarks

Benchmarks for HCP/IMM-3 and Antibiotic Stewardship are set at 100% to align with the benchmarks used in FORHP's MQBIP Performance Score (<https://www.ruralcenter.org/resource-library/mbqip-performance-score>). Benchmarks for OP-2, OP-22, OP-3b, and OP-18b are set at the national 90th percentiles of CAHs with MOUs during 2020.

Binary Responses (Y/N)

For antibiotic stewardship measures, data include a yes (Y) or no (N) for each of the seven core elements, indicating if the CAH fulfilled that element or not. The report also includes a Y or N for whether the CAH met requirements for all seven elements.

Reporting Periods for Annual Measures

Measure OP-22 is reported annually, with data due May 15 of each year reflecting the prior calendar year. Measure HCP/IMM-3 is also reported annually, with data due May 15 of each year reflecting the prior Flu season (quarter 4 of the previous year through quarter 1 of the current year).

Antibiotic Stewardship is an annually reported measure collected through submission of the NHSN Annual Facility Survey. Hospitals are asked to submit surveys reflective of the previous calendar year by March 1 (e.g., 2020 surveys are submitted by March 1, 2021). New survey data first becomes available with the Quarter 4 reports and are repeated in reports for Quarters 1 and 2 (in our example, Quarter 4 2020, Quarter 1 2021, and Quarter 2 2021). A final run of the data reflecting any updates to the survey or additional hospital submissions will be reflected in Quarter 3 data reports of the following year (in our example, Quarter 3 2021).

Data Exceptions & Labels

- “*” indicates that the CAH either:
 - Reported a population of 0, meaning there were no patients that met the patient population, or
 - Submitted eligible cases that were accepted to the CMS Clinical Warehouse, but those cases were excluded for the measure.
- “N/A” indicates that a CAH either:
 - Did not submit any measure data, or
 - Submitted data that was rejected/not accepted into the CMS Clinical Warehouse.
- “†” indicates the measure may not accurately reflect the true value of the data. Due to a lapse in access to population and sampling data prior to Q4 2020, it could not be determined whether a CAH submitted that they had no eligible patients in the measure population or chose not to submit data.
- “#” indicates that the CAH did not have a signed MOU at the time of reporting for this time period.

Trend Figures

Trend figures show national and CAH-level data over multiple reporting periods. Missing or excluded data are indicated by a missing data point or bar, and a missing line or three missing bars indicates data are not available for any reporting period in the figure. For measures OP-2, OP-3b, and OP-18b, in instances where a CAH does not report a data value greater than 0 (shown by an * in the tables), the trend figures will also have a missing data point for that period. A trend figure is not included for OP-22 due to its low annual variation and the trend figure for Antibiotic Stewardship only shows CAH-level data.

291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report

Quarter 2 - 2021

Generated on 12/15/21

		Your Hospital's Performance by Quarter				State Current Quarter			National Current Quarter		Benchmark
		Q3 2020	Q4 2020	Q1 2021	Q2 2021	# CAHs Reporting	Median Time/Overall Rate	90th Percentile	# CAHs Reporting	Median Time/Overall Rate	Median Time/Overall Rate
AMI Cardiac Care Measures											
OP-2	Fibrinolytic Therapy Received within 30 Minutes of ED Arrival	N/A†	*	*	*	11	57%	100%	971	51%	100%
	Number of Patients (N)	N/A	*	*	*						
OP-3b	Median Time to Transfer to Another Facility for Acute Coronary Intervention	N/A†	*	*	*	11	130 min	74 min	971	67 min	33 min
	Number of Patients (N)	N/A	*	*	*						

		Your Hospital's Performance by Quarter				State Current Quarter			National Current Quarter		Benchmark
		Q3 2020	Q4 2020	Q1 2021	Q2 2021	# CAHs Reporting	Median Time	90th Percentile	# CAHs Reporting	Median Time	Median Time
Emergency Department – Quarterly Measure											
OP-18b	Median Time from ED Arrival to ED Departure for Discharged ED Patients	N/A	109 min	130 min	130 min	11	121 min	85 min	1,017	111 min	79 min
	Number of Patients (N)	N/A	N=87	N=81	N=81						

“*” indicates that the CAH either:

- Reported a population of 0, meaning there were no patients that met the patient population, or
- Submitted eligible cases that were accepted to the CMS Clinical Warehouse, but those cases were excluded for the measure.

“N/A” indicates that a CAH either:

- Did not submit any measure data, or
- Submitted data that was rejected/not accepted into the CMS Clinical Warehouse.

“†” indicates the measure may not accurately reflect the true value of the data. Due to a lapse in access to population and sampling data prior to Q4 2020, it could not be determined whether a CAH submitted that they had no eligible patients in the measure population or chose not to submit data.

“#” indicates that the CAH did not have a signed MOU at the time of reporting for this time period.

291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report

Quarter 2 - 2021

Generated on 12/15/21

	Emergency Department – Annual Measure	Your Hospital’s Performance by Calendar Year			State Current Year			National Current Year		Bench- mark
		CY 2018	CY 2019	CY 2020	# CAHs Reporting	CAH Overall Rate	90th Percentile	# CAHs Reporting	CAH Overall Rate	CAH Overall Rate
OP-22	Patient Left Without Being Seen Number of Patients (N)	1% N=7,357	0% N=8,137	2% N=7,256	8	1%	0%	789	1%	0%

	NHSN Immunization Measure	Your Hospital’s Reported Adherence Percentage			State Current Flu Season			National Current Flu Season		Bench- mark
		4Q18 - 1Q19	4Q19 - 1Q20	4Q20 - 1Q21	# CAHs Reporting	CAH Overall Rate	90th Percentile	# CAHs Reporting	CAH Overall Rate	CAH Overall Rate
HCP/IMM-3	Healthcare Provider Influenza Vaccination	N/A	98%	95%	7	89%	100%	903	87%	100%

“N/A” indicates that the CAH did not submit any data for this measure.

“#” indicates that the CAH did not have a signed MOU at the time of reporting for this time period.

291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report Quarter 2 - 2021

Generated on 12/15/21

	Your Hospital's Performance by Survey Year		State Percentage for Current Survey Year		National Percentage for Current Survey Year		Benchmark
	Survey Year 2019	Survey Year 2020	# CAHs Reporting	% of CAHs Meeting Element	# CAHs Reporting	% of CAHs Meeting Element	% of CAHs Meeting Element
Antibiotic Stewardship Measure – CDC Core Elements							
Number of Elements Met	6	7	10	90%	1,118	83%	100%
Element 1: Leadership	Y	Y	10	100%	1,118	99%	100%
Element 2: Accountability	Y	Y	10	90%	1,118	97%	100%
Element 3: Drug Expertise	Y	Y	10	90%	1,118	95%	100%
Element 4: Action	Y	Y	10	100%	1,118	98%	100%
Element 5: Tracking	N	Y	10	100%	1,118	97%	100%
Element 6: Reporting	Y	Y	10	100%	1,118	92%	100%
Element 7: Education	Y	Y	10	100%	1,118	91%	100%

“N/A” indicates that the CAH did not submit any data for this measure.

“#” indicates that the CAH did not have a signed MOU at the time of reporting for this time period.

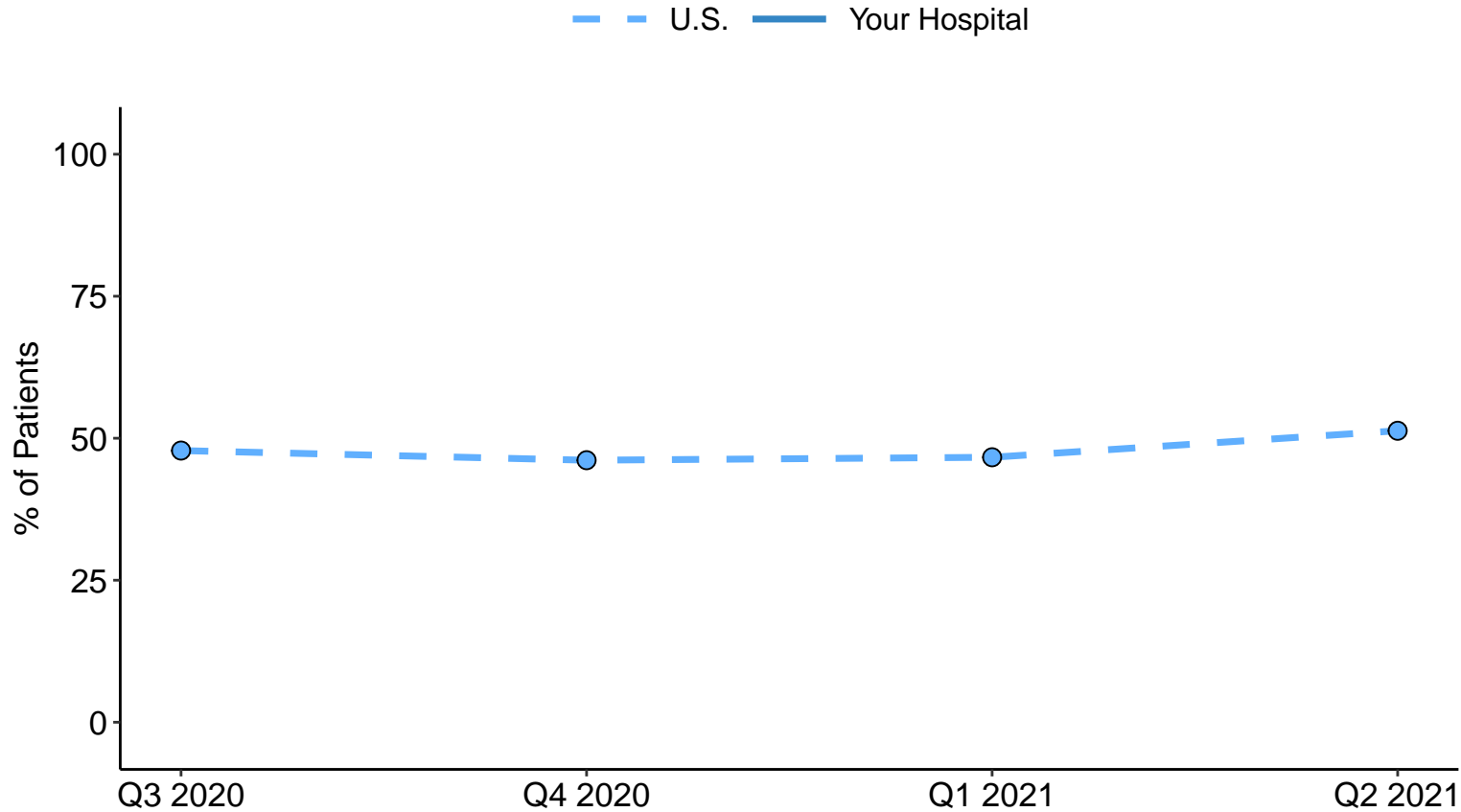
291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report Quarter 2 - 2021

Generated on 12/15/21

Figure 1. OP-2 Trends in Humboldt General Hospital and All CAHs Nationally
Fibrinolytic therapy received within 30 minutes



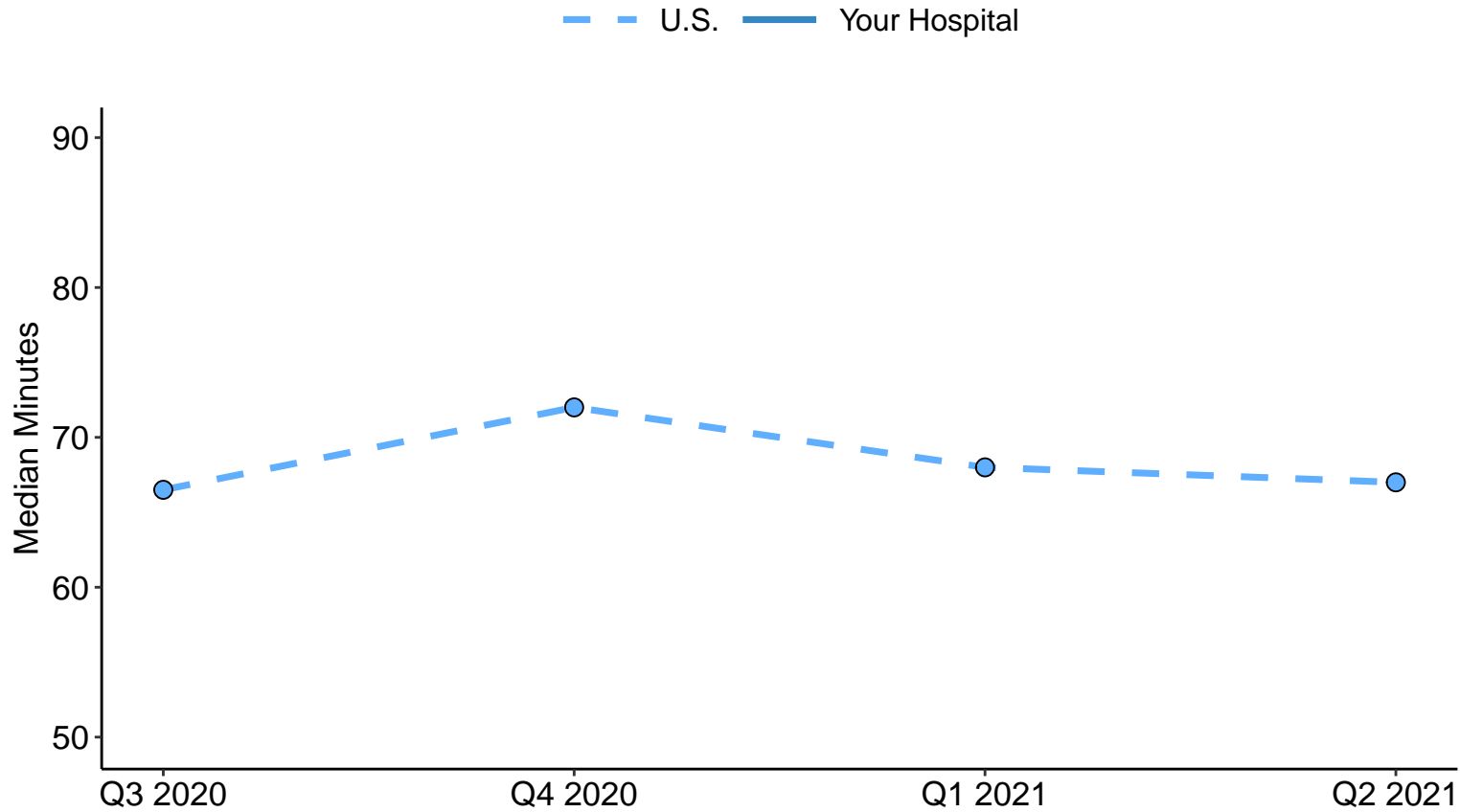
291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report Quarter 2 - 2021

Generated on 12/15/21

Figure 2. OP-3b Trends in Humboldt General Hospital and All CAHs Nationally
Median time to transfer to another facility - acute coronary intervention (lower is better)



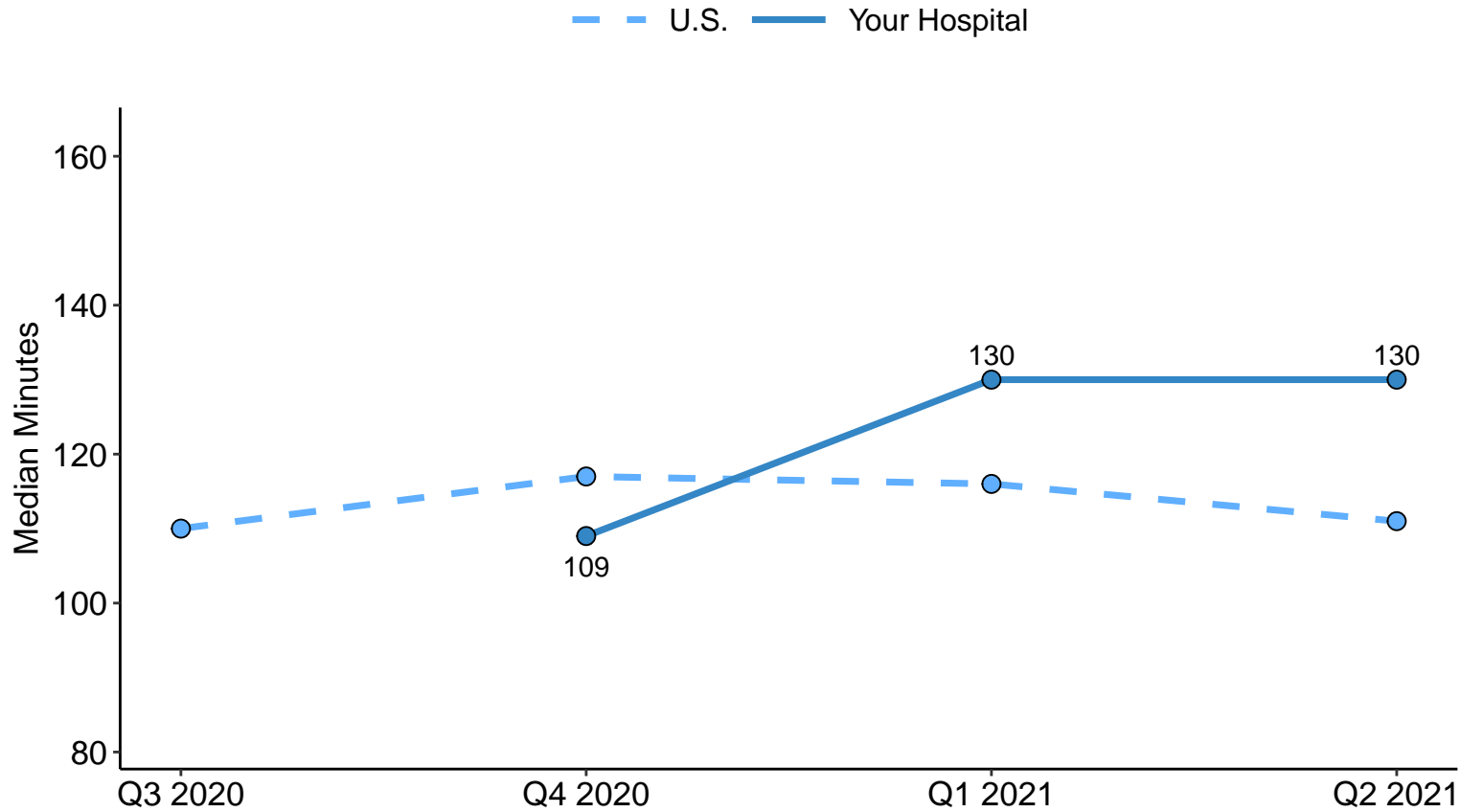
291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report Quarter 2 - 2021

Generated on 12/15/21

Figure 3. OP-18b Trends in Humboldt General Hospital and All CAHs Nationally
Median time from ED arrival to ED departure for discharged patients (lower is better)



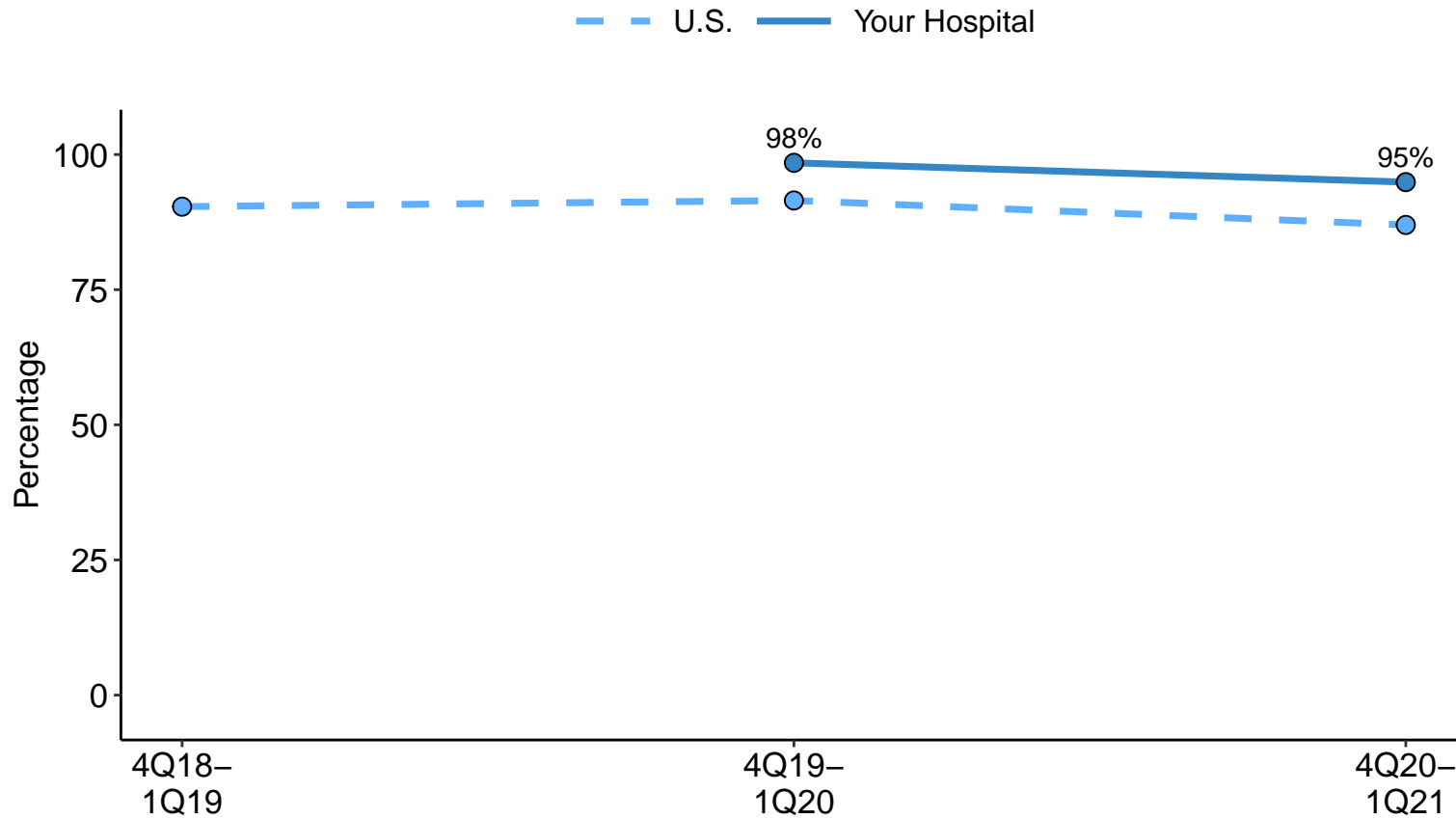
291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report Quarter 2 - 2021

Generated on 12/15/21

Figure 4. HCP/IMM-3 Trends in Humboldt General Hospital and All CAHs Nationally
Healthcare workers given influenza vaccination



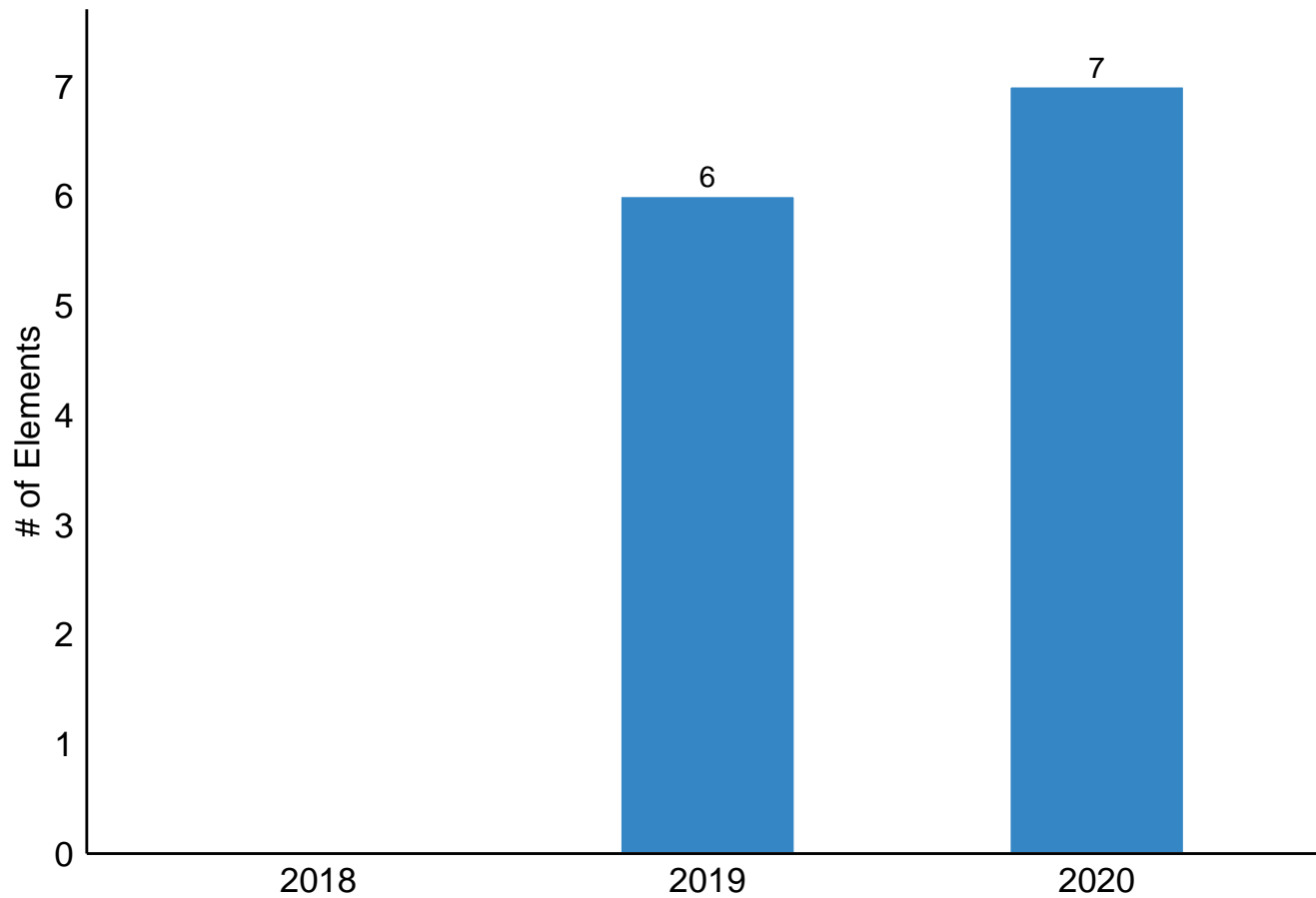
291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report Quarter 2 - 2021

Generated on 12/15/21

Figure 5. Antibiotic Stewardship Trend in Humboldt General Hospital
Antibiotic stewardship core elements met





Hospital-Level Care Transition Core Measures/EDTC Report

Quarter 3 - 2021

Humboldt General Hospital

The Medicare Beneficiary Quality Improvement Program (MBQIP) focuses on quality improvement efforts in the 45 states that participate in the Medicare Rural Hospital Flexibility (Flex) Program. Through Flex, MBQIP supports more than 1,350 small hospitals certified as rural Critical Access Hospitals (CAHs) in voluntarily reporting quality measures that are aligned with those collected by the Centers for Medicare and Medicaid Services (CMS).

The Federal Office of Rural Health Policy (FORHP) tasked the Flex Monitoring Team with producing a set of hospital-level reports for the core MBQIP measures.

This report contains the following core MBQIP measures:

- EDTC-All
 - Home Medications
 - Allergies and/or Reactions
 - Medications Administered in Emergency Department
 - Emergency Department Provider Note
 - Mental Status/Orientation Assessment
 - Reason For Transfer and/or Plan Of Care
 - Tests and/or Procedures Performed
 - Tests and/or Procedures Results

General Report Information

For the table in this report, hospital-level data are included for previous reporting periods and the current reporting period. State-level data and national data are also included in the table for the current quarter, including:

- The number of CAHs reporting
- Average values
- 90th percentile

The number of records reviewed are reported at the hospital, state, and national level.

These data may be useful in understanding how your hospital's performance compares to other hospitals.

The data for state and national values in this report only include CAHs with a signed MBQIP Memorandum of Understanding (MOU). The data used for this report are from the Federal Office of Rural Health Policy as reported by CAHs to State Flex Programs.

Specific information on how data elements were calculated for inclusion in this report is outlined below. Please direct questions regarding your MBQIP data reports to the Flex Coordinator in your state. You can find contact information for your Flex Coordinator at: <https://www.ruralcenter.org/tasc/flexprofile>.

Percentage Values

The EDTC measure is calculated as the percentage of patients that met all of the eight data elements.

Percentiles

The 90th percentile is the level of performance needed to be in the top 10% of CAHs for a given measure (i.e., 10% of CAHs perform at or better than the 90th percentile).

Benchmarks

Benchmarks for the EDTC measure are set at 100% to align with the benchmarks used in FORHP's MBQIP Performance Score. Find more information about these benchmarks at: <https://www.ruralcenter.org/resource-library/mbqip-performance-score>.

Measure Aggregation

State measures aggregate all CAHs in the state and national measures aggregate all CAHs.

Data Exceptions

- "N/A" indicates that the CAH did not submit any data.
- "#" indicates that the CAH did not have a signed MOU at the time of reporting for this period.

Trend Figure

The trend figure shows CAH and national performance over multiple quarters. Missing or excluded data are indicated by a missing data point, and a missing line indicates that data are not available for any of the previous three quarters or the current quarter.

291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Care Transition Core Measures/EDTC Report

Quarter 3 - 2021

Generated on 12/14/21

MBQIP Quality Measure		Your Hospital's Performance by Quarter					State Current Quarter			National Current Quarter		Benchmark
		Q4 2020	Q1 2021	Q2 2021	Q3 2021	Aggregate for All Four Quarters	# CAHs Reporting	Average Current Quarter	90th Percentile	# CAHs Reporting	Average Current Quarter	Average Current Quarter
EDTC-All	Composite	100%	100%	100%	100%	100%	12	92%	100%	1,200	90%	100%
	Home Medications	100%	100%	100%	100%	100%	12	94%	100%	1,200	94%	100%
	Allergies and/or Reactions	100%	100%	100%	100%	100%	12	95%	100%	1,200	96%	100%
	Medications Administered in ED	100%	100%	100%	100%	100%	12	97%	100%	1,200	96%	100%
	ED Provider Note	100%	100%	100%	100%	100%	12	97%	100%	1,200	94%	100%
	Mental Status/Orientation Assessment	100%	100%	100%	100%	100%	12	97%	100%	1,200	95%	100%
	Reason for Transfer and/or Plan of Care	100%	100%	100%	100%	100%	12	97%	100%	1,200	97%	100%
	Tests and/or Procedures Performed	100%	100%	100%	100%	100%	12	97%	100%	1,200	96%	100%
	Tests and/or Procedures Results	100%	100%	100%	100%	100%	12	96%	100%	1,200	96%	100%
	Total Medical Records Reviewed (N)	N=46	N=45	N=45	N=45	N=181	N=578			N=50,830		

“N/A” indicates that the CAH did not submit any data.

indicates that the CAH did not have a signed MOU at the time of reporting for this period.

291308: Humboldt General Hospital

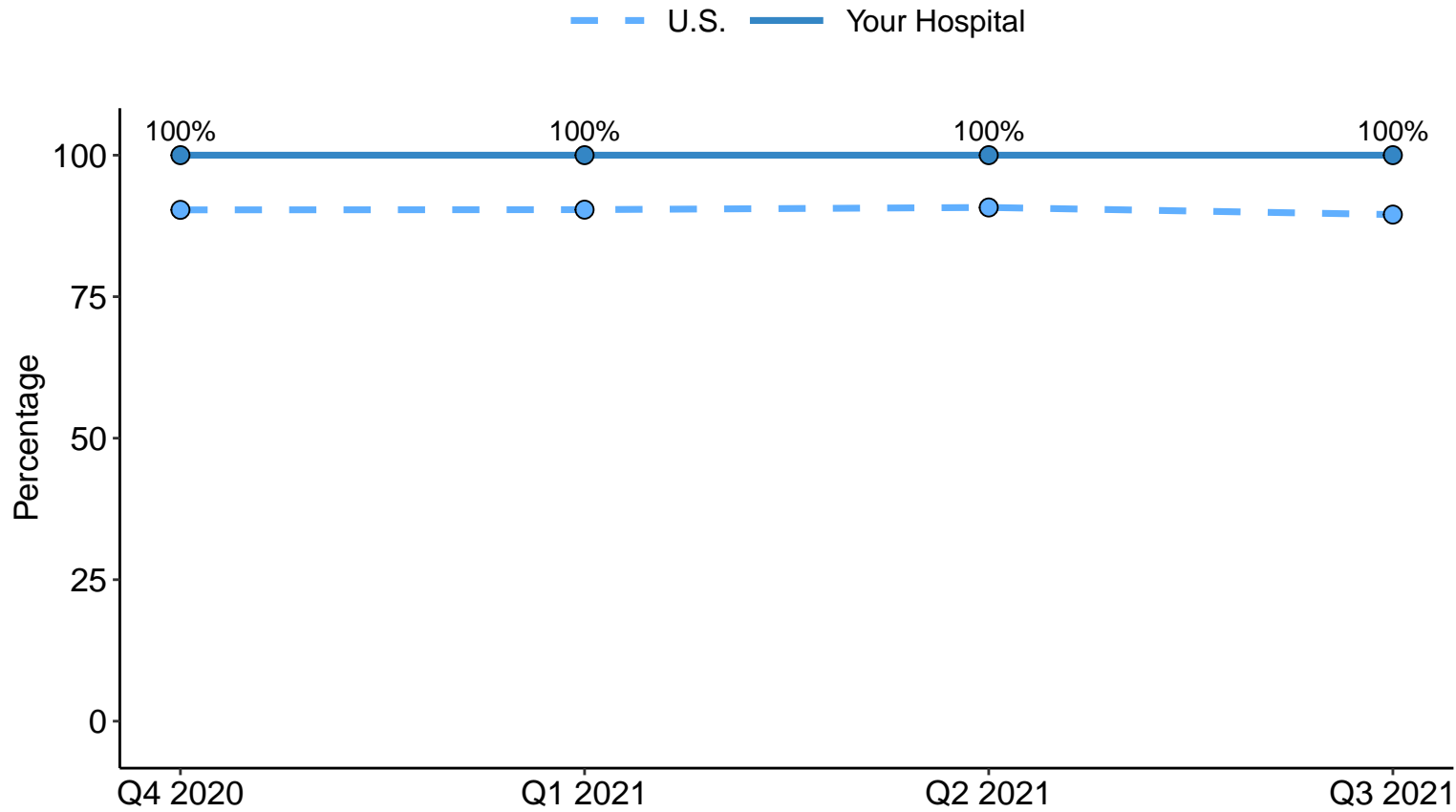
Winnemucca, NV, 89445

Hospital-Level Care Transition Core Measures/EDTC Report

Quarter 3 - 2021

Generated on 12/14/21

Figure 1. EDTC Composite Trend in Humboldt General Hospital and All CAHs Nationally



MBQIP Reporting Compliance as of 2nd Quarter 2021

Banner Churchill Community Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Battle Mountain General Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Boulder City Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Carson Valley Medical Center				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Desert View Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Grover C. Dils Medical Center				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

MBQIP Reporting Compliance as of 2nd Quarter 2021

Humboldt General Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Incline Village Community Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Mt. Grant General Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Mesa View Regional Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Pershing General Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

South Lyon Medical Center				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

MBQIP Reporting Compliance as of 2nd Quarter 2021

William Bee Ririe Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

LEGEND

- Green = submitted
- Red = did not submit
- Grey = reported once a year (OP-22 [patient left without being seen], HCP [influenza vaccination coverage among health care personnel], and ASP [antibiotic stewardship via the NHSN Patient Safety Annual Survey] are seasonal or annual measures)
- White = have not received results yet
- Asterisk (*) = hospital attempted to submit data but encountered technical challenges in the new HARP system or NHSN

HGH Performance to Goal

NRHP Quality Indicators 2021 Q4

Critical Lab Values

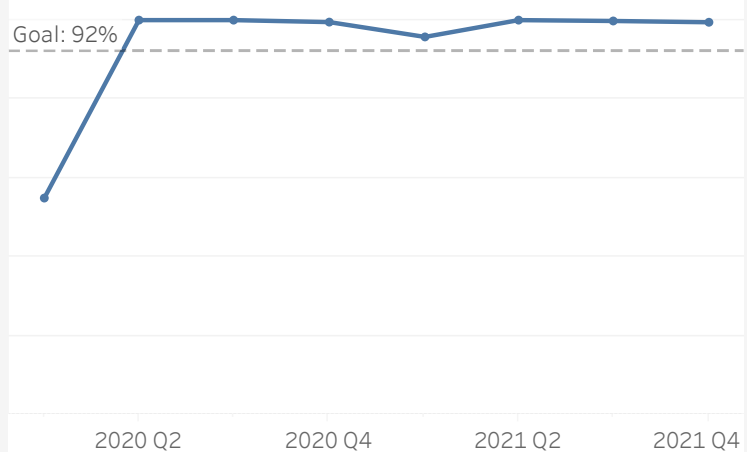
100%

Goal: **92%**

+/- to Goal: **9%**

+/- to Prior Qtr: **0%**

Goal: 92%



Opioid Prescribing Compliance

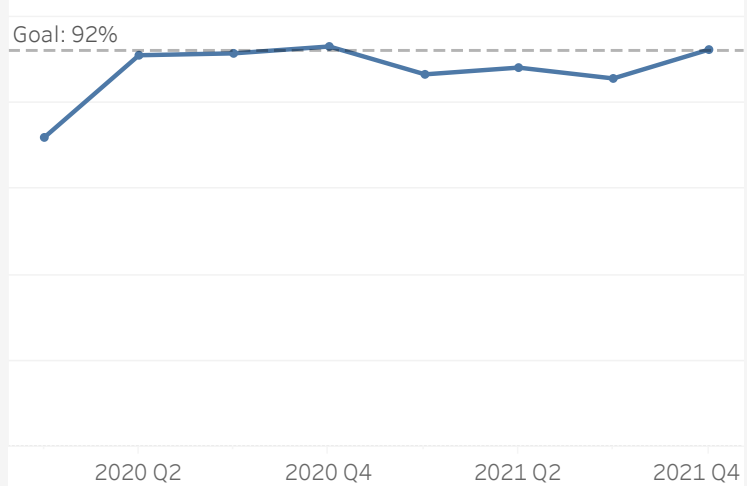
93%

Goal: **92%**

+/- to Goal: **1%**

+/- to Prior Qtr: **9%**

Goal: 92%



Vital Signs on ED Discharge

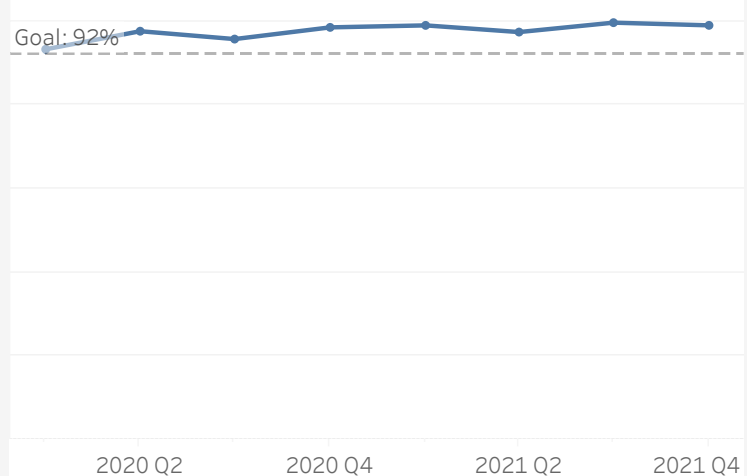
100%

Goal: **92%**

+/- to Goal: **9%**

+/- to Prior Qtr: **0%**

Goal: 92%



Performance to Group

NRHP QI: Critical Lab Values

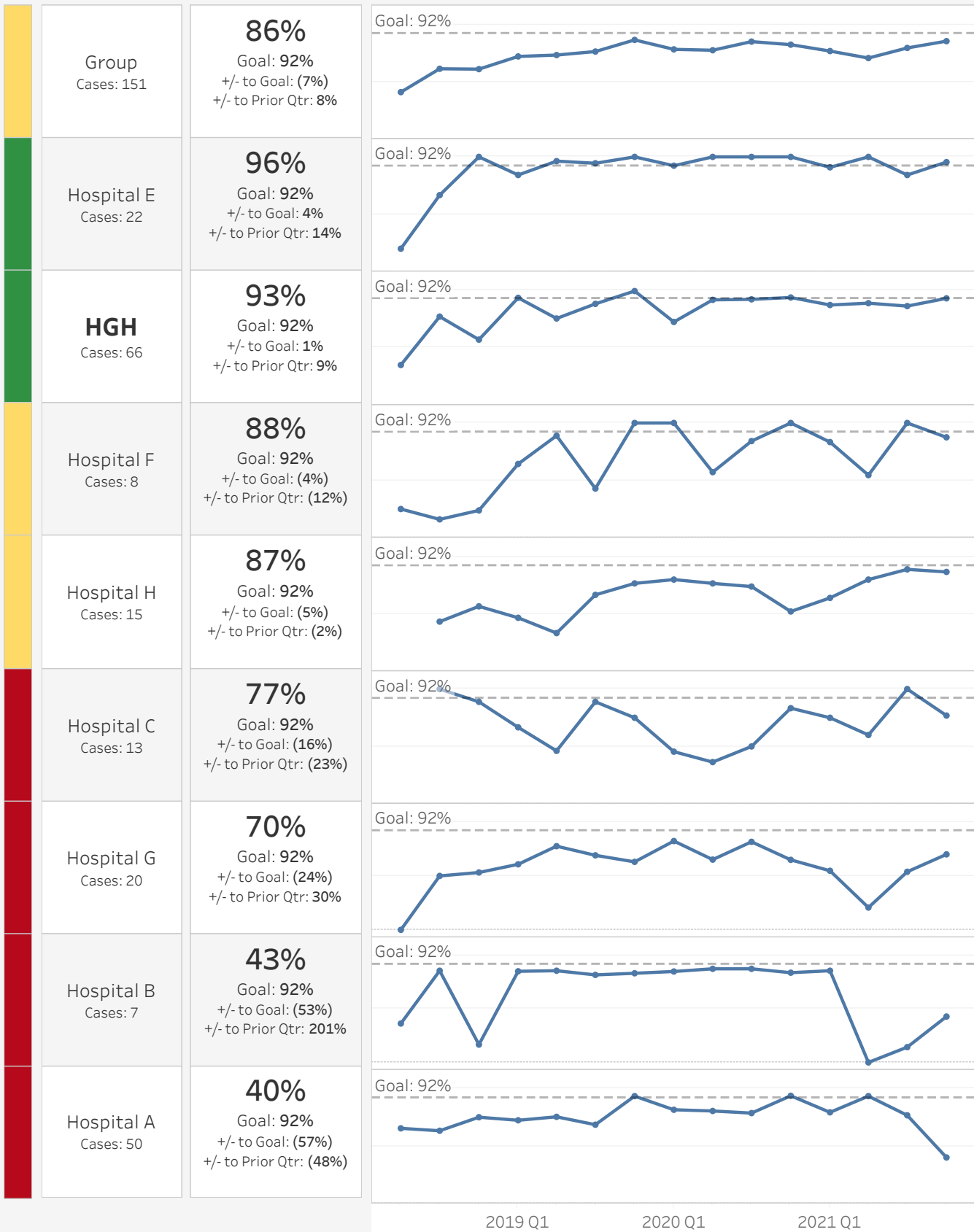
2021 Q4

Group Cases: 2,443	99% Goal: 92% +/- to Goal: 8% +/- to Prior Qtr: 1%	
Hospital G Cases: 189	100% Goal: 92% +/- to Goal: 9% +/- to Prior Qtr: 0%	
Hospital H Cases: 65	100% Goal: 92% +/- to Goal: 9% +/- to Prior Qtr: 0%	
Hospital E Cases: 412	100% Goal: 92% +/- to Goal: 9% +/- to Prior Qtr: 2%	
HGH Cases: 1,656	100% Goal: 92% +/- to Goal: 9% +/- to Prior Qtr: 0%	
Hospital A Cases: 44	96% Goal: 92% +/- to Goal: 4% +/- to Prior Qtr: (2%)	
Hospital B Cases: 21	96% Goal: 92% +/- to Goal: 4% +/- to Prior Qtr: 15%	
Hospital F Cases: 46	87% Goal: 92% +/- to Goal: (5%) +/- to Prior Qtr: (11%)	
Hospital C Cases: 54	80% Goal: 92% +/- to Goal: (13%) +/- to Prior Qtr: 7%	

Performance to Group

NRHP QI: Opioid Prescribing Compliance

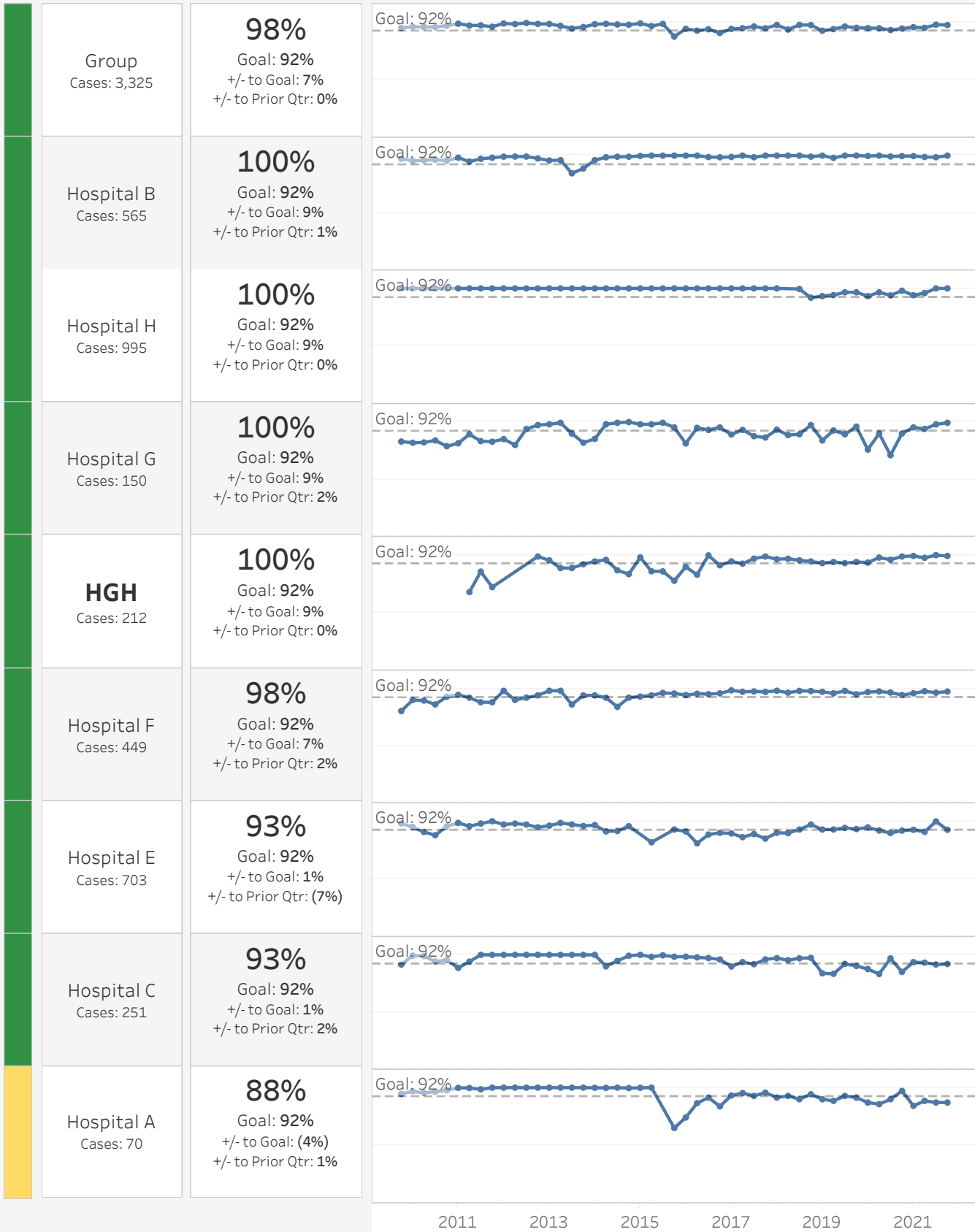
2021 Q4



Performance to Group

NRHP QI: Vital Signs on ED Discharge

2021 Q4



PROFESSIONAL SERVICES AGREEMENT

(PHYSICIAN FULL TIME EMPLOYMENT)

This Professional Services Agreement (the "Agreement"), made and entered into effective the 9th day of March, 2022 by and between:

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

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

RECITALS

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

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

AGREEMENT

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

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

1. **PHYSICIAN SERVICES/TERM.** District shall utilize Physician on a full-time basis for the period commencing June 13, 2022 (the "Commencement Date") for a term of three (3) years. The Physician shall devote Physician's professional efforts to performance of this Agreement at Hospital, Hospital's affiliated clinics and facilities, and such other locations as reasonably assigned by Hospital from time to time. Any non-District Facilities work by Physician

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

2. PHYSICIAN DUTIES.

a. Physician shall provide clinical services that are reasonably and commonly within the scope of services provided by a physician practicing in Physician's Specialty consistent with Physician's licensure, training and privileges, including but not limited to examining patients; performing medical and surgical procedures; prescribing medication or treatment; conducting hospital rounds; consulting with other practitioners. Physician is expected to provide services to patients who are eighteen (18) years or older. In addition to such clinical services, Physician shall also perform administrative and other duties related to Physician's clinical services and Hospital's operations as reasonably requested by Hospital or required by medical staff bylaws, rules, or policies, including but not limited to participation in Hospital's quality assurance, credentialing, peer review, strategic planning, education, community relations, compliance, and other activities. The services provided by Physician pursuant to this Agreement are collectively referred to as "Services".

b. Physician can attend or participate in such committees or activities remotely if they cannot be scheduled while Physician is working at Humboldt General Hospital, or in the rare circumstance that attendance is required for committee to be able to perform its duties. District/Hospital will provide Zoom link or similar services to accommodate remote attendance and participation in such activities/services.

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

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

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

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

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

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

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

4. COMPENSATION.

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

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

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

d. Sign on Bonus. District agrees to compensate Physician a Sign on Bonus of Twenty-Five Thousand Dollars (\$25,000.00) paid in 2 equal installments, the first payment one (1) week after the commencement of this agreement and the second payment one year after the commencement date.

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

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

7. POLICIES.

a. Professional. Physician shall comply with all obligations of professional staff appointees as described in the District's medical staff bylaws, medical staff rules and regulations, Hospital and Clinic policies and procedures and the personnel handbook relevant to

professionals utilizing District Facilities, as amended from time to time. Nothing in this Agreement shall obligate the District to take favorable action on Physician's application or reapplication for professional staff appointment or clinical privileges. District shall retain the right to process all such applications and any suspensions, terminations or restrictions of staff appointment or clinical privileges in accordance with District's normal standards and procedures.

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

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

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

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

10. DISTRICT DUTIES.

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

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

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

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

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

11. BILLING/RECORDS.

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

a quarterly report of available billing information and data, including billed charges (gross and net), revenue (gross and net) and accounts receivable.

b. Medical Records. Physician shall create and maintain accurate, complete, comprehensible and timely records of all care rendered. Such records shall be in a format approved by the District and shall be and remain the property of the District. The District shall provide reasonable transcription service for Physician record keeping. If Speech (Voice) recognition is used the District will provide appropriate training in use. Also, since district uses Electronic Medical Records (EMR), District will provide training in Use of District's EMR along with assistance in building templates for History and Physicals, Progress notes, Discharge Summaries etc. Patient records shall not be removed from the District custody without District's written consent. For purposes of this Agreement, "timely" means: (i) within two (2) business days after services are rendered, for written diagnosis notes, indication of procedures performed notes, indication of level of care notes, outpatient notes and progress notes; (ii) within one (1) business day of receipt and review, for lab results and radiology results; and, (iii) within four (4) business days, for completion of history and physicals upon admission and for completion of discharge summaries upon discharge.

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

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

i. Education. Physician may be required to undertake education regarding documentation and coding.

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

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

e. Books/Records Availability/Retention. In accordance with Section 1861(v)(1)(I) of the Social Security Act, and the implementing regulations, Physician shall make available upon written request from the Secretary of the Health and Human Services, the

Comptroller General, the Hospital or agents of any of them, this Agreement and the books, documents and records of Physician necessary to certify the nature and extent of the costs related to the Physician for performance of this Agreement. Such books, documents and records shall be preserved for six (6) years after the furnishing of services by Physician pursuant to this Agreement, unless a longer retention period is required by applicable law or regulation.

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

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

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

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

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

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

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

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

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

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

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

g. Physician will comply with the American Medical Association's Principles of Medical Ethics, the standards of any other accrediting or licensing agency that may have jurisdiction or authority over the District.

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

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

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

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

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

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

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

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

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

or, (iv) any action that is threatened, initiated or taken against Physician by any other health care facility provider or organization

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

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

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

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

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

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

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

does not apply to referrals for services that are unrelated to Physician's Services rendered pursuant to this Agreement

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

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

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

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

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

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

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

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

vi. Disability or Death. Disability of Physician which cannot be reasonably accommodated, or Physician's death. In the unlikely event of Physician death or disability and Physician has provided services not yet compensated for, then District will make final payment to Physician's trust or to his family's account.

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

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

b. Material Breach. Either party may terminate this Agreement before its expiration based on a material breach of this Agreement by the other party if it has given written notice to

the party in breach describing the breach, and within thirty (30) days after the giving of such written notice the breaching party has not cured the breach and provided reasonable assurances that the breach will not be repeated. No opportunity to cure shall be required for any second breach by a party and termination may be made effective on giving of the second notice.

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

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

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

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

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

21. Covenant not to Compete. Physician, for and in consideration of the compensation and benefits herein, agrees that for a period of one (1) year from and after the termination of this Agreement, Physician shall not, within seventy-five (75) miles of the city limits of Winnemucca, Humboldt County, Nevada (the same being the normal service area of the District), either personally, or as an employee, associate, partner, manager, trustee, independent contractor, consultant, principal, agent of or through the agency of any corporation, company, limited liability company, partnership, association, entity, business, agent, agency or person: (i) engage in Practice Specialty services, or (ii) solicit or accept employment to perform Practice Specialty services with or from any corporation, company, limited liability company, partnership, association, entity, business, agent, agency or person, or (iii) solicit former patients served by Physician as an employee of the District. If the District decides to unilaterally terminate this agreement except for reasons under Sections 20. "Termination" a. i-vii then Covenant to not Compete shall not apply. Similarly, if both parties agree to terminate this contract or Physician fulfills all requirements of this agreement and this contract is not renewed, then Covenant to not

compete shall not apply. In the event the provisions of this section should be determined by a court of competent jurisdiction to exceed the time or geographical limitations permitted by the applicable law, then such provisions shall be reformed to the maximum time or geographical limitations permitted by applicable law.

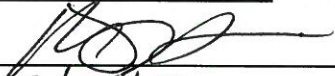
22. Release. Upon any termination under this Agreement and upon acceptance of all compensation for services performed, the Physician shall be deemed to have voluntarily released and discharged the District, the Board of Trustees of the District, the Hospital and their officers, directors, employees,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

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

[Remainder of this page intentionally left blank]

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

PHYSICIAN: Name: Stephen Lane Perry, MD
Signature: 
Date: 3/8/2022

HOSPITAL: Name: Robyn Dunckhorst
Title: Chief Executive Officer
Signature: 
Date: 3/8/2022

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

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

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

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

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

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

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

G. CONSTRUCTION. Whenever the context of this Agreement requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural. The language of all parts of this Agreement shall in all circumstances be construed as a whole, according to its fair meaning, and not strictly for or against any party.

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

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

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

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

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

M. FEES AND COSTS. Each party shall pay their respective costs of dispute resolution under section J above. In the event that either party institutes a suit against the other party, either directly by complaint or by way of cross complaint, including a cross complaint for indemnity, for alleged negligence, error, omission or other failure to perform, or for declaratory relief, or to enforce or interpret the provisions of this Agreement, and if instituting party fails to obtain a judgment in its favor, the lawsuit is dismissed, or if judgment is rendered for the defending party, the instituting party shall pay the costs incurred by the defending party, including fees incurred for notices of default, negotiation, settlement, trial, appeal after trial, reasonable attorney's fees, expert witness fees, court costs and any and all other expenses of defense. Such payment shall be made within thirty (30) days following dismissal of the case or upon entry of judgment. If the instituting party is the prevailing party, then the instituting party shall be entitled to reasonable attorney's fees, which fees shall be set by the court in the action in addition to any other costs assessed by the Court.

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

agreements of the parties pertaining to the subject of this Agreement.

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

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

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

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

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

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

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

are entering into this Agreement freely and voluntarily.

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

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

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

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

EXHIBIT "B"
TO
AGREEMENT FOR PHYSICIAN EMPLOYMENT:
BENEFITS

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

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

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

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

MEMORANDUM

TO: Interim Administrator-CEO

FROM: Hospital District Legal Counsel *OKM*

DATE: March 16, 2022

RE: EMS Medical Director Services agreement

Attached (in pdf. format to the email) regarding the above referenced matter is a discussion draft version of the proposed *Agreement for EMS Medical Director Services* between the District and Charles A. Stringham, M.D., which was prepared using the terms and conditions information from the existing medical director services agreement and information you provided and discussed. The essential terms are substantially similar to prior agreements relating to the contract services; however, please review the document carefully for content and accuracy. If revisions are believed necessary, please contact me to discuss.

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

If you have questions, please contact me to discuss. Thank you.

OKM/
Attachment

AGREEMENT
FOR EMS MEDICAL DIRECTOR SERVICES

THIS AGREEMENT, made and entered into effective the _____ day of _____, 2022 (the "Effective Date") by and between:

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

PHYSICIAN: CHARLES A. STRINGHAM, M.D.
50 East Haskell Street, Suite A
Winnemucca, Nevada 89445

RECITALS:

A. Humboldt County Hospital District ("District") operates Humboldt General Hospital ("Hospital"), an acute care medical facility with critical access designation, Harmony Manor, a long-term skilled nursing medical facility, Quail Corner Life Enrichment Community, a memory care long-term skilled nursing 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 (the "Service") (collectively such facilities are sometimes referred to herein as the "District Facilities"), in Winnemucca, Humboldt County, Nevada, and has need for a licensed and qualified physician to serve as the District medical director for the Service.

B. Charles A. Stringham, M.D. ("Physician") is qualified and licensed to practice in the State of Nevada, with experience, knowledge and understanding of the policies, procedures, rules, regulations, guidelines, protocols, and requirements for the transport of patients, patient care and the medical staff and equipment which are necessary for providing medical director services on behalf of the District for the Service.

WITNESSETH: For valuable consideration it is agreed:

1. **PHYSICIAN SERVICES.** Subject to the terms and conditions herein, Physician shall:

a. Establish written protocols and procedures in conformity with the applicable laws and regulations governing the providing of emergency medical services by Service. The protocols and procedures shall provide standards for the dispatch of personnel and equipment to the location where emergency medical services are required, the providing of emergency medical service at the location, the methods for transporting patients at the location, the methods for transporting patients for further medical treatment, and the handling and transfer of patients upon being received at a location where medical treatment will be provided by persons other than Service personnel.

b. Establish written protocols and procedures for the treatment of patients who refuse emergency medical services or refuse to be transferred to another location for the purpose of providing further medical treatment.

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c. Review and evaluate the protocols and procedures not less frequently than every six (6) months during the term and, if necessary, update the protocols and procedures at the time of review.

d. Establish written protocols and procedures to set out the criteria under which medical services may be initiated by personnel of Service prior to such personnel having contact with Physician.

e. Provide District and Service with signed copies of the protocols, procedures and updates.

f. Approve curriculum, instructors and hours of continuing education sources which personnel of the Service are required to take for certification and/or renewal of certification as attendants, emergency medical technicians, intermediates or paramedics.

g. Make recommendations to regulatory agencies having authority over the Service regarding Service personnel and whether such personnel should continue to be certified as attendants or emergency medical technicians, based on evaluation of the skills of the personnel involved and their performance in providing emergency medical services to patients.

h. Recommend suspension of persons providing emergency medical services through Service from such activity for cause pending review by Service and/or any regulatory agency having authority over the Service.

i. Physician does not provide direct patient care; however, Physician shall, upon request of the Service, participate in administrative patient care decision making processes.

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

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

3. COMPENSATION. District shall pay Physician for the performance of the services authorized by this Agreement the sum of \$2,000 per calendar month and reimbursement for travel expenses and subsistence expenses, if any, incurred by Physician in providing services pursuant to this Agreement. There shall be a pro rata adjustment of the monthly compensation when services are provided for less than a full calendar month. At the end of each calendar month Physician shall provide to District a statement with a brief description of the services and the actual time expended by Physician to provide the services for that month and a detail of any reimbursable expenses. The compensation payment shall be made within fifteen (15) days of receipt by District from Physician of the statement.

The compensation established by this Agreement is consistent with the fair market value

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

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

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

5. EXPENSES. Excepting the reimbursable expenses incurred by Physician in providing services pursuant to this Agreement, Physician is responsible for payment of all expenses incurred by Physician in connection with Physician’s private business operations and the practice of medicine, such as fees, salaries, benefits, insurance, licensing costs, professional association dues, continuing education programs and conferences, and medical equipment and supplies.

6. TAXES-WITHHOLDING. Physician is responsible for payment of federal, state and local taxes, social security and medicare (FICA), workers’ compensation insurance and unemployment insurance (FUTA and state), and any other fees and taxes related to the compensation received by Physician pursuant to this Agreement.

7. PHYSICIAN WARRANTIES. Physician represents, warrants and agrees during the term of this Agreement:

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

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

c. Audits. Physician will cooperate with the implementation of any corrective action recommended as a result of internal and external audits conducted by the District to promote regulatory compliance.

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

e. Regulatory Compliance. Physician will provide services under this Agreement in compliance with all applicable federal and state laws, regulations, rules, standards and requirements for licensing and certifications.

f. Medical Staff-Privileges. Physician will maintain in good standing appointment to the professional medical staff of District

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

8. FACILITIES-SERVICES-INSURANCE.

a. Facilities-Equipment-Supplies-Utilities-Ancillary Personnel. The Physician, at Physician’s sole cost and expense, is responsible for providing office space, office equipment, supplies, utilities and/or ancillary support personnel necessary for conducting the Physician services provided pursuant to this Agreement.

b. Insurance. The District provides, at District expense, healthcare professional liability insurance which covers Physician’s services when working in an administration capacity as medical staff and not providing direct patient care. Excepting the provided healthcare professional liability insurance, any other insurance coverage desired by either party shall be at the sole cost and expense of the party obtaining the insurance.

9. DISTRICT POLICIES.

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

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

10. RECORDS.

a. Retention. In accordance with Section 1861(v)(1)(1) of the Social Security Act, and

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

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

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

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

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

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

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

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

13. EVALUATION OF SERVICES. The District continually evaluates all services provided and may initiate changes to services provided based upon the health care environment and external pressures to remain competitive. Physician and District agree to participate in open dialog and negotiations regarding developments that may affect the manner in which services are provided and/or the services that Physician or District may choose to provide.

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

15. NO REFERRALS. Nothing contained in this Agreement or in any other agreement between the District and Physician will obligate either party to refer patients to the other party, or to the affiliated providers or facilities of either party.

16. INDEPENDENT JUDGEMENT. Nothing contained in this Agreement or in any other agreement between the District and Physician shall be interpreted to prescribe Physician's method or manner of providing the services contemplated by this Agreement, or to influence the exercise of independent judgement of Physician.

17. TERMINATION. This Agreement and the Physician services may be terminated as follows:

a. Written Notice. This Agreement may be terminated for any reason or no reason by District or Physician upon service of a written notice of termination upon the other party. The termination shall become effective not sooner than thirty (30) days following service of the notice of termination, unless another time is mutually agreed upon by the parties.

b. Automatic. This Agreement automatically terminates on the date Physician resigns, is removed or is otherwise no longer a member of the District Medical Staff.

At the effective date of termination, all rights, duties and obligations of District and Physician under this Agreement shall terminate except: (i) District shall compensate Physician for services performed by the Physician for which compensation is due but has not been received; and, (ii) the records access and retention of files (section 10.a.), and the confidentiality provisions (section 10.b.), shall continue to bind the parties.

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

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed

effective as of the day and year first above written.

DISTRICT:

PHYSICIAN:

Chairman Humboldt County
Hospital District Board of Trustees

Charles A. Stringham , M.D.

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EXHIBIT "A"
TO
AGREEMENT FOR EMS MEDICAL DIRECTOR SERVICES
GENERAL PROVISIONS

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

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

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

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

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

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

G. CONSTRUCTION.

(i) Whenever the construction of this Agreement requires, the gender of all words shall include every other gender, and the number of all words shall include the singular and plural.

(ii) Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed, as the context indicates, to be followed by the words "but (is/are) not limited to."

(iii) 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.

(iv) 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 counterparts together shall constitute one and the same instrument.

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

J. DISPUTE RESOLUTION. Any controversy, claim or dispute relating to this Agreement or Physician services concerning a non medical issue shall be the subject of informal discussions between Physician and the Hospital Physician Services Director. If no agreement can be reached between Physician and Physician Services

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Director, the decision of the Physician Services Director may be referred to the Administrator for a decision. Any questions or disagreements concerning standards of professional practice or the medical aspects of the services furnished by Physician shall be referred to a peer or peer group (up to three (3) persons) of qualified medical professionals selected by the Physician and the Administrator, which peer or peer group will recommend a resolution of the matter to the Administrator. If Physician is dissatisfied in either case with the decision of the Administrator, then upon the written request of Physician submitted to the Administrator on or before the expiration of five (5) working days after the decision is rendered, the dispute will be submitted to a committee (less than a quorum) appointed by the Board Chair of the District's Board of Trustees for resolution. The decision of the District's Board of Trustees committee is final.

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

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

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

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

O. INDEMNIFICATION. Physician shall indemnify, defend, and hold harmless District, its officers, officials, agents and employees from and against any and all liabilities, costs, damages, expenses, attorney litigation fees and costs of any nature arising out of or in connection with negligent or intentional acts of Physician performing services pursuant to this Agreement, to the fullest extent allowable by law.

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

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

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

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

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

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

U. 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.

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

W. 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.

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

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

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

Agenda Item: Philips C-arm replacement

Department: Radiology

Item Description: New Large C-arm Mobile Fluoroscopy

Justification: HGH Radiology Department requests a new Large C-arm Mobile Fluoroscopy. The current Philips Pulsera C-arm was purchased in 2008 making it 14 years old. 2022 will mean end of service/ end of life for the Philips. There was a recall for this C-arm in November 2021 (see attached). New equipment would mean newer technology, including dose reduction software, wireless image transfer, and wireless modality worklist. Lighter equipment which is more ergonomic for technologists pushing the two pieces from the radiology department to surgery sometimes multiple times in one day. An ergonomic design to ease physical demands of position a C-arm during procedures. Viewing stations for both the physician and the technologists, and larger detectors in order to view larger body parts.

Quote:

GE OEC Healthcare: \$197, 643

Ziehm: \$184,900

Staff Recommendation: GE OEC

1. 100% uptime guarantee- if we have less than 100% they add on a month of service with no cost.
2. Live magnification
3. Smaller Footprint
4. Ergonomic design
5. 220lbs lighter than its competitor
6. Ease of use
7. Providers have requested this machine.

Quotation Summary

GE Healthcare – OEC 384 Wright Brother Drive Salt Lake City, UT 84116
Payment remit to address: GE Healthcare OEC 2984 Collections Center Drive Chicago, IL 60693

<p>To:</p> <p>Humboldt General Hospital 118 E Haskell St Winnemucca, NV89445-3247 Phone:</p>	<p>Quote Expiration Date: 03/31/2022 Direct Inquiries To: Mark Martinez TIPLADY IMAGING PARTNERS, INC. 13 Heatherwood Trabuco Canyon, CA,92679 Work Phone: 916-260-6632 Cell Phone: 9162606632 Email: markmartinez@geoecimaging.com Fax: 8015364812</p>
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2022 No Demo Promotion OEC - Vizient (XR0534)

Part Number	Qty	Product Description	List Price	Net Price
S7005TF	1	OEC Elite™ CFD 31 cm Digital Mobile Ergo C-arm PMCare (Pain Management Care Platform with up to 8 fps Cine) with OEC Touch	\$256,500.00	\$196,222.50
S7005MB	1	Wireless Footswitch Kit	\$3,500.00	\$2,677.50
S7004GC	1	Sony UP-971AD Hybrid Graphic Printer	\$3,200.00	\$2,448.00
S7006AZ	1	Wireless DICOM, Touch, Without SIM, Point of Sale Usage, OEC Elite / 3D	\$3,000.00	\$2,295.00
00-887066-53	1	No Demo Promotion	\$0.01	(\$5,000.00)
TI_SRG_TRADE_IN	1	Philips Pulsera MFG 2008 s/n 000744 *Trade-In must be picked up within 14-days of New Equipment Delivery	(\$1,000.00)	(\$1,000.00)
Total Investment:			\$ 265,200.01	\$197,643.00

Quotation

GE Healthcare – OEC 384 Wright Brother Drive Salt Lake City, UT 84116
Payment remit to address: GE Healthcare OEC 2984 Collections Center Drive Chicago, IL 60693

<p>To:</p> <p>Humboldt General Hospital 118 E Haskell St Winnemucca, NV89445-3247 Phone:</p>	<p>Quote Expiration Date: 03/31/2022 Direct Inquiries To: Mark Martinez TIPLADY IMAGING PARTNERS, INC. 13 Heatherwood Trabuco Canyon, CA,92679 Work Phone: 916-260-6632 Cell Phone: 9162606632 Email: markmartinez@geoecimaging.com Fax: 8015364812</p>
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**2022 No Demo Promotion
OEC - Vizient (XR0534)**

Part Number	Qty	Description	List Price	Net Price
S7005TF	1	<p>OEC Elite™ CFD 31 cm Digital Mobile Ergo C-arm PMCare (Pain Management Care Platform with up to 8 fps Cine) with OEC Touch</p> <p>OEC ELITE CFD: PM Care Software Includes: Real-time digital subtraction (DSA); reference image hold; peak opacification; 8 fps cine with recording/playback rates of 4 and 8 fps; and frame-by-frame review</p> <p>31 cm CMOS Flat Panel Detector (CFD): High image quality at low dose with a CMOS crystalline structure flat panel detector; tri-mode imaging capabilities at 31 cm, 21 cm, and 15 cm; easily removable grid; and integrated laser aimer</p> <p>Ergo C-arm: Ergonomic design to ease physical demands of positioning a C-arm: low-profile X-ray tube for large field of view; radial dial color coded brakes; full length handles along C-arm; manual adjustment of lateral rotation, cephalad/ caudal tilt, wig-wag, and horizontal motion; 152° orbital rotation (55° overscan and 97° underscan); SmartView 180°/180° flip-flop; lateral height: 39.0" (99 cm); 22,500 HU/min</p>	\$256,500.00	\$196,222.50

<i>Part Number</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Net Price</i>
		<p>housing cooling rate; cable pushers; low resistance wheels; and motorized vertical lift</p> <p>OEC ELITE CFD STANDARD PACKAGE INCLUDES:</p> <p>Imaging: OEC Touch, a 15.6" (40 cm) intuitive touchscreen operator control; Live Zoom up to 4x with no change in technique; Digital Pen; squircle image retains 100% shape when rotated; image annotation; measurement tools; SmartMetal; AutoTrak Automatic Brightness Stabilization (ABS); General-Purpose Dynamic Range Management (GDRM); Minimal Difference Spatiotemporal noise filter (MDST); noise filter with on-screen indicator; automatic and manual digital brightness and contrast control; negate mode; save/auto-save feature; swap/auto-swap feature; last image hold; 40,000 image storage; preset imaging profiles: General, General HD, Pediatric, Orthopedic, C-Spine, Spine and 9900; and multi-functional footswitch and handheld controls</p> <p>Image Viewing: Incredible detail displayed with 32" (81 cm) 4K UHD color display with anti-glare and touchscreen capabilities; Viewing versatility with articulating monitor display for optimal viewing with travel of 45" (114 cm) horizontal, 17" (43 cm) vertical, 27" (67 cm) forward, and 5° up/ 5° down tilt</p> <p>Workstation with Intuitive User Interface: SmartConnect start up; ergonomically designed handles and low friction wheels; multi-purpose image directory; integrated DICOM interface; room-in-use indicator interface; examination list and customized patient information</p> <p>Dose Management: Selectable modes can be used alone or in combination and include standard, HLF, pulse, low dose, digital cine pulse and digital spot; on-screen PreView Collimator; Smart Window; and radiation dose structured report (RDSR) and X-ray dose summary</p> <p>X-ray Generator and Power Management: 15 kW power from standard wall outlet; patented</p>		

Part Number	Qty	Description	List Price	Net Price
		<p>generator battery buffer design; power monitoring with on-screen display; controlled shutdown process; accidental power loss protection with a 20 second battery back-up power to workstation and C-arm</p> <p>Connectivity: Multiple ports including: ethernet, room interface, video output, video input, USB</p> <p>Security: Hardened Linux based operating system; encrypted solid state drive; password protection; blank screen function; deidentify patient information</p> <p>Warranty: One-year warranty</p> <p>OEC Clinical Excellence: Up to 2 days of in-service training by ARRT certified Clinical Imaging Specialists (CIS) during warranty period; entails up to 8 hours of training per day, provided from 7am to 5pm, Monday through Friday, excluding holidays; post-training skills assessment; radiographers may be eligible for CE credits approved by the ASRT; includes all CIS travel expenses; additional on-line training materials will be provided for future reference</p>		
S7005MB	1	Wireless Footswitch Kit Wireless Foot Switch	\$3,500.00	\$2,677.50
S7004GC	1	Sony UP-971AD Hybrid Graphic Printer Sony UP-971AD, Sony Hybrid Graphic Printer	\$3,200.00	\$2,448.00
S7006AZ	1	Wireless DICOM, Touch, Without SIM, Point of Sale Usage, OEC Elite / 3D Wireless DICOM	\$3,000.00	\$2,295.00
00-887066-53	1	No Demo Promotion	\$0.01	(\$5,000.00)
TI_SRG_TRAD E_IN	1	Philips Pulsera MFG 2008 s/n 000744 *Trade-In must be picked up within 14-days of New Equipment Delivery	(\$1,000.00)	(\$1,000.00)

Total Investment: \$265,200.01 \$197,643.00

Customer Name & Address: Humboldt General Hospital/ | 118 E Haskell St |s Winnemucca, NV 89445-3247

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

OEC 100% Uptime Guarantee: During the warranty, if the Product fails to perform for a period in excess of 24 hours (excluding inoperability due to user misuse, operator error, acts of God, planned maintenance, or other non-manufacturer defects), then OEC will extend the warranty by 1 month for each full day of downtime during the weekday period. The Product is deemed to have failed if it is out of service and unavailable for imaging patients or diagnosing images on the display console. Peripheral equipment does not fall under the 100% Uptime Guarantee.

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

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

- *Terms of Delivery:** **FOB DESTINATION**
- *Billing Terms:** **80% delivery or Shipment / 20% Acceptance or Installation**
- *Payment Terms:** **45 DAYS NET**
- *Quotation Expiration Date:** **03/31/2022**
- *Governing Agreement (GPO or SAA):** OEC - Vizient (XR0534) (If none, Standard GE Healthcare Terms and Conditions Apply)

- *Preferred Delivery Date:** _____/_____/_____
- *Will Accept Delivery as Early as:** _____/_____/_____ or [] ASAP
- *Indicate Form of Payment** (If there is potential to finance with a lease transaction, by GE Healthcare Equipment Finance ("GE HEF") or otherwise, select lease)
 _____ Cash/Third Party Loan* _____ GE HEF Lease _____ GE HEF Loan
 _____ Third Party Lease (Please identify the finance company): _____
- *Please select Tax status of order:** _____ Exempt from Sales & Use Tax (Note: GEHC must have current Tax Exemption Certificate)
 _____ Subject to Sales & Use Tax

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

Humboldt General Hospital

OEC Medical Systems, Inc., a GE Healthcare business



2022-03-03

Authorized Customer Representative Date

Authorized Representative Date

Print Name and Title

Chad W. Kendell, VP, Surgery Sales
 Print Name and Title

Customer Purchase Order #

Trade-in Addendum to GE Healthcare Quotation

THIS ADDENDUM, dated 2022-03-03 between OEC Medical Systems Inc. ("GE Healthcare") and Humboldt General Hospital/ ("Customer"), is made a part of Quotation # 2008361258.5 dated 2022-03-03 ("Quotation") between GE Healthcare and Customer and modifies the Quotation as follows:

Customer warrants and represents to GE Healthcare that Customer has full legal title to the equipment listed below ("Equipment") and/or mobile vehicle in which the Equipment is contained ("Vehicle"), free and clear of all liens and encumbrances and conveys such title, and any registration and license documents (as applicable), to GE Healthcare effective as of the date of the removal or receipt by GE Healthcare of the Equipment and/or Vehicle (as applicable).

Equipment/Vehicle Mfr.	Model & Description	ID/Serial #	Quantity	Trade-In Amount
Philips Pulsera MFG	2008 s/n 000744		1.0	(\$1,000.00)

In cases where GE Healthcare will be removing the Equipment, GE Healthcare will, at its expense, arrange for removal of the Equipment during Customer's normal business hours or on a mutually agreed schedule. Customer will be responsible for (i) any required rigging, construction or demolition expenses; (ii) any facility reconditioning (unless expressly stated otherwise in the Quotation); and (iii) providing GE Healthcare and/or its contractor(s) with timely, unrestricted access to remove the Equipment. Prior to removal or return to GE Healthcare (as applicable), Customer will ensure that the site where the Equipment is located and the Equipment itself are clean and free of bodily fluids. Customer must also inform GE Healthcare of work-area related safety risks to GE Healthcare employees. Until safety risks are appropriately addressed and the Equipment is removed or returned to GE Healthcare (as applicable), Customer is responsible for risk of loss and damage to the Equipment.

Customer is responsible for the proper management, transportation and disposal of the following materials that may be located at Customer's site in accordance with applicable legal requirements: radioactive sources; PET radioactive pins; biohazard filled bags; pharmaceuticals; and all other materials considered hazardous under U.S. Department of Transportation shipping regulations.

Prior to removal or return to GE Healthcare (as applicable), Customer will remove all Protected Health Information ("PHI") (as defined by the Health Insurance Portability and Accountability Act) from the Equipment and agrees to indemnify GE Healthcare for any loss whatsoever resulting from any PHI that is not removed. The parties agree that GE Healthcare shall have no obligations whatsoever in connection with any PHI that is not properly removed from the Equipment by Customer.

If any of the conditions in this Addendum are not fulfilled, or if the Equipment is missing any components or is inoperable at the time of removal or return to GE Healthcare (as applicable), GE Healthcare may at its option reduce the trade-in amount or decline to purchase the Equipment. All other terms and conditions of the Quotation remain unmodified and in full force and effect.

Once this Addendum has been attached to the signed Quotation this Addendum shall be deemed executed by GE Healthcare and Customer effective as of the date set forth above.

Humboldt General Hospital

OEC Medical Systems Inc.

Signature: _____

Signature: _____

Print Name: _____

Title: _____

Print Name & Title

Date: _____

Date: _____

Customer Information Form

Bill to Address:

Bill to Contact Name	
Telephone	
Facility Name	
Address	
City, State Zip	

Customer Delivery Address

Delivery Contact Name	
Telephone	
Facility Name	
Address	
City, State Zip	

Delivery Information

Does delivery require a lift gate truck? _____ Yes _____ No
Does delivery require a *small* lift gate truck? _____ Yes _____ No
Is loading dock available? _____ Yes _____ No

Additional Shipping Information:

***Mandatory Information if ordering Wireless Dicom

Network Contact Person: _____

Phone #: _____ Email: _____

What Network will you be using? Wired Wireless

Method of Assigning IP: DHCP (Auto) Manual IP:

Gateway IP: _____ Subnet Mask: _____

Primary DNS: _____ Secondary DNS: _____

Enter a primary and secondary Domain Name Server if used at your site. Otherwise, leave blank.

AE Title: _____ Station Name: _____

GE Healthcare Terms & Conditions (Rev 01.30.20)

1. **Definitions.** As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; and "Services" are Product support or professional services; "Subscription" is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated support Services; "Healthcare Digital Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.
2. **Term and Termination.** Software licenses, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of expiration or termination.
3. **Software License.** Other than as identified in a Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only in the United States consistent with the terms of this Agreement. Customer's independent contractors (except GE Healthcare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. If GE Healthcare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of this Agreement.

4. **Commercial Logistics.**

1. Order Cancellation and Modifications.

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

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

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

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

Delivery, Returns and Installation. Delivery dates are approximate. Products may be delivered in installments. GE Healthcare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer's obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance. Products cannot be returned for refund or credit if they match the Quotation. Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For Products requiring installation, if GE Healthcare delivers the Product but does not perform the installation, Customer will pay GE Healthcare the quoted selling price less: (a) the installation price, if separately identified in the Quotation; or (b) if no installation price is identified, the fair market value for the installation as determined by an independent third party. For upgrades and revisions to non-Healthcare Digital Products, Customer must return replaced components to GE Healthcare at no charge.

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

5. Acceptance.

1. Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE Healthcare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is

greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

2. **Software Acceptance.** Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("Software Test Period"). If the Software fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE Healthcare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "Go-Live Date" as defined in the Quotation.
 3. **Third Party Product Acceptance.** Third Party Products are accepted 5 days after delivery.
 4. **Subscription Acceptance.** Products provided pursuant to a Subscription are accepted 5 days after GE Healthcare provides Customer access to the Products.
 6. **Third Party Products and Services.** If GE Healthcare provides Third Party Products and/or Services, then (i) GE Healthcare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE Healthcare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.
 7. **Mobile Equipment.** GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.
 8. **Audit.** GE Healthcare may audit Customer's use of Software, Subscription and Healthcare Digital Products to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license, Subscription or use of the Healthcare Digital Product.
5. **Security Interest and Payment.**
1. **Security Interest.** Customer grants GE Healthcare a purchase money security interest in all Products in the Quotation until full payment is received, and Customer will perform all acts and execute all documents necessary to perfect GE Healthcare's security interest.
 2. **Failure to Pay.** If, after Product delivery, Customer is more than 45 days past due on undisputed payments, GE Healthcare may, on 10 days' prior written notice, disable and/or remove the Products.
 3. **Lease.** If Customer leases a Product, Customer continues to be responsible for payment obligations under this Agreement.
6. **Trade-In Equipment.** Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.
7. **Subscriptions.** The following terms apply to all Subscriptions (excluding Healthcare Digital Products).
1. **Commencement.** Unless otherwise indicated in this Agreement or the Quotation, the Subscription commences on the date GE Healthcare provides Customer access to the Products.
 2. **Renewal / Non-Renewal.** The Subscription term renews automatically for the same duration as the initial term of the Subscription unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, GE Healthcare may increase prices annually by no more than the Consumer Price Index for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. Subscriptions are not cancellable; however, either party may opt to not renew the Subscription after the initial Subscription term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal.
 3. **Subscription Equipment.** Title to Equipment and Third-Party Equipment provided via Subscription ("Subscription Equipment") remains with GE Healthcare. Customer will not place, or permit the placement of, liens, security interests, or other encumbrances on Subscription Equipment. Customer shall not repair or service Subscription Equipment, or allow others to do so, without the prior written consent of GE Healthcare.
 4. **Support Services.** Unless otherwise noted in the Quotation, GE Healthcare will provide support Services as described in the Subscription Products and ViewPoint Software Maintenance Terms and Conditions.
 5. **Upgrades.** Included in the Subscription fees if Customer does not owe any undisputed payments, GE Healthcare will provide upgrades if and when they become available and to the extent they are provided to all GE Healthcare customers with a Subscription for the Products, at mutually agreed upon delivery and installation dates. Upgrades do not include: (i) any optional or separately licensable features; (ii) any Products not covered by the Subscription; or (iii) any virtual environment required to host an upgraded Product. GE Healthcare shall have no obligation to provide upgrades if Products are not maintained within the current major release version or the immediately prior major release version.
 6. **Access Controls.** Customer must: (i) ensure users maintain individually-assigned confidential user credentials and control mechanisms to access the Subscription; and (ii) take reasonable steps to prevent unauthorized access to Products.
 7. **Post-Termination.** Upon termination or expiration of the Subscription: (i) Customer must immediately discontinue use of the Products and return Subscription Equipment to GE Healthcare in proper operating condition; (ii) Customer must destroy its copies of Software and Documentation; (iii) Customer must remove its data from Subscription Equipment; (iv) GE Healthcare is not responsible for and may destroy Customer-provided information, images or data; and (v) GE Healthcare will remove Customer's access.
 8. **Professional Services.** For Services not covered under this Agreement or required due to Customer not meeting its responsibilities under the Agreement, applicable additional professional Services and fees will be required: (i) identified in the Quotation; and (ii) subject to GE Healthcare's then-current pricing.

8. **General Terms.**

1. Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.
 2. Governing Law. The law of the state where the Product is installed, the Service is provided, or the Subscription is accessed will govern this Agreement.
 3. Force Majeure. Performance time for non-monetary obligations will be reasonably extended for delays beyond a party's control.
 4. Assignment; Use of Subcontractors. Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line, or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.
 5. Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive will survive the Agreement's expiration or termination.
 6. Intellectual Property. GE Healthcare owns all rights to the intellectual property in GE Healthcare's Products, Services, Documentation, Specifications, and statements of work related to a Quotation or otherwise. Customer may provide GE Healthcare with feedback related to Products, Services, and related Documentation, and GE Healthcare may use it in an unrestricted manner.
9. **Compliance.**
1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE Healthcare will provide safety-related updates for Equipment and Software required by applicable laws and regulations at no additional charge.
 2. Security. GE Healthcare is not responsible for: (i) securing Customer's network; (ii) preventing unauthorized access to Customer's network or the Product; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; (vi) third party operating systems, unless specifically provided in the Quotation; or (vii) providing or validating antivirus or related IT safeguards unless sold to Customer by GE Healthcare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCTS REGARDLESS OF A PARTY'S COMPLIANT SECURITY MEASURES.
 3. Environmental Health and Safety ("EHS"). GE Healthcare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE Healthcare's EHS requirements; (ii) provide a safe environment for GE Healthcare personnel; (iii) tell GE Healthcare about chemicals or hazardous materials that might come in contact with Products or GE Healthcare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.
 4. Parts and Tubes. GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-validated parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.
 5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation; or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months of: (a) the date of Product delivery for a Product purchase; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE Healthcare's fault, training expires without refund.
 6. Medical Diagnosis and Treatment. All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.
 7. Connectivity. If a Product has remote access capability: (i) Customer will provide GE Healthcare with, and maintain, a GE Healthcare-validated remote access connection to service the Product; or (ii) GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.
 8. Use of Data.
 1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI"), GE Healthcare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE Healthcare, Customer must ensure that all PHI stored in it is deleted.
 2. Data Rights. GE Healthcare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE Healthcare will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE Healthcare without Customer's consent.

9. Customer Policies. GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare's ability to perform its obligations.
10. Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.
11. Excluded Provider. To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

10. Disputes and Arbitration.

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

11. Liability and Indemnity.

1. Limitation of Liability. GE HEALTHCARE'S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE, OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE, OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.
2. Exclusion of Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.
3. IP Indemnification. GE Healthcare will indemnify, defend and hold Customer harmless from third-party claims for infringement of United States intellectual property rights arising from Customer's use of the Equipment or Software in accordance with the Specifications, Documentation and license.
4. General Indemnification
 1. GE Healthcare will indemnify, defend and hold Customer harmless for losses which Customer becomes legally obligated to pay arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE Healthcare's: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.
 2. Customer will indemnify, defend and hold GE Healthcare harmless for losses which GE Healthcare becomes legally obligated to pay arising from third party claims brought against GE Healthcare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer's: (i) medical diagnosis or treatment decisions; (ii) misuse or negligent use of the Product; (iii) modification of the Product; or (iv) material breach of this Agreement.
5. Indemnification Procedure. For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification; (ii) the indemnifying party will control the defense; (iii) the indemnified party may retain counsel at its own expense; and (iv) the indemnifying party is not responsible for any settlement without its written consent.

12. Payment and Finance.

1. Late Payment. Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.
 2. Taxes. Prices do not include applicable taxes, which are Customer's responsibility.
 3. Customer Payment Obligation. If installation or acceptance is delayed more than 90 days because of any reason for which Customer or its subcontractor is responsible, GE Healthcare will provide written notice and bill the remaining balance due on the order, and Customer must pay according to the payment terms listed on the Quotation.
13. **Notices**. Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE Healthcare to General Counsel, 9900 Innovation Dr., Wauwatosa, WI 53226.
14. **Imaging Equipment Uptime Commitment**. GE Healthcare will provide an uptime commitment during warranty for CT, MR, nuclear imaging, and x-ray Equipment, excluding peripherals ("Eligible Equipment") if Customer provides GE Healthcare with: (i) access to Eligible Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to Eligible Equipment. The "Uptime Commitment" for nuclear imaging and x-ray Eligible Equipment is 95%, except digital mammography, digital radiographic and vascular x-ray systems and all other Eligible Equipment is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

If GE Healthcare fails to meet the Uptime Commitment over a 26-week period, it will extend the warranty as follows:

<u>% Less than Uptime Commitment</u>	<u>Warranty Extension</u>
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GE CONFIDENTIAL

0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
> 13.0	6 weeks

Uptime is calculated as follows:

$$\frac{(\text{UptimeBase} - \text{Downtime})}{\text{UptimeBase}}$$

“Uptime Base” = (“a” hours per day X “b” days per week X 26 weeks) – (Planned Maintenance (“PM”) hours during prior 26 weeks), where “a” hours per day and “b” days per week are determined by the standard warranty for Eligible Equipment. “Downtime” is the number of hours during which Eligible Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE Healthcare that Eligible Equipment is inoperable and unavailable for use due to GE Healthcare’s design, manufacturing, material or performance failure (“Critical Malfunction”). Downtime ends when Eligible Equipment is available for clinical use. To be eligible for the Uptime Commitment, Customer must maintain a performance log that includes data required to calculate Downtime.

DoseWatch Device License. Each connection of a Device (defined below) to the DoseWatch Software requires Customer to purchase a unique Device license referencing a Device ID that allows concurrent use of the DoseWatch Software with that Device at a specified Customer facility on Customer’s secured network. All other terms, duration and warranties applicable to the Software license apply to the Device license.

15. Device” is specific Customer equipment approved by GE Healthcare to be connected to DoseWatch Software under this Agreement. Additional Device connections may be added to this Agreement, subject to individual Device licenses, and related installation, implementation, configuration and optimization services at GE Healthcare’s then-current rates.

16. **Subscription Products and ViewPoint Software Maintenance Terms and Conditions.**

1. Overview. GE Healthcare will, in accordance with the terms and conditions of this section, maintain, support and update: (i) Products provided via Subscription (excluding Healthcare Digital Products); and (ii) ViewPoint Software licensed by Customer (“ViewPoint Software”) and HIS interface software installed in the United States covered by a Software Maintenance Agreement (“SMA”).
2. Scope.
 1. Software Support and Maintenance. GE Healthcare will use reasonable efforts to provide Error Correction (defined below) for verifiable and reproducible Errors (defined below) within a reasonable time after: (a) Customer reports the Error to GE Healthcare; or (b) detection by GE Healthcare. Updates (defined below), if released, will be provided at no additional cost as a part of this maintenance commitment. New functionality must be purchased separately, unless otherwise agreed.
 2. Equipment Maintenance. Preventative maintenance service may be required periodically during normal business hours of 8:00 a.m. to 5:00 p.m. (local time) on mutually agreed dates. Customer will make the Equipment available for preventative maintenance upon GE Healthcare request. Additional services to be performed, including specific additional terms thereof, shall be specified in the Quotation or alternate schedules.
 3. Definitions. “Error” means any Software-related problem that: (i) materially interferes with Customer’s use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. “Error Correction” means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. “Update” means a change that provides Error Corrections and/or enhances functionality of the Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.
 4. Hotline Support. GE Healthcare will provide phone and email support during standard business hours, excluding GE Healthcare holidays, for problem solving, Error resolution and general help.
 5. Remote Access Support. GE Healthcare may access Software remotely via Customer’s network and GE Healthcare-supplied secure tunnelling software to monitor Software parameters to help prevent and detect Errors. Customer will reasonably cooperate with GE Healthcare to establish remote connections. Certain modules require remote access in order to obtain support.
 6. Warranty. GE Healthcare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Services as long as Customer provides prompt written notice to GE Healthcare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED “AS IS”. GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.
 7. Exclusions. GE Healthcare has no obligation to Customer for: (i) use of Products in combination with software, hardware, or services not recommended in writing by GE Healthcare; (ii) use in a manner or environment for which GE Healthcare did not design or license the Products, or in violation of GE Healthcare’s recommendations or instructions; (iii) interface configuration (often referred to as HIS, PACS or EMR interfaces necessary due to changing vendors or versions); (iv) reorganization of Customer data; (v) consulting or software engineering and programming; (vi) support of Products outside the scope of the foregoing maintenance commitments; (vii) failure to use or install, or permit GE Healthcare to use or install, Error Corrections or Updates; (viii) failure to maintain Products within the current major release version or the immediately prior major release version; (ix) defects in products or services not made and provided by GE Healthcare; (x) any cause external to the Products or beyond GE Healthcare’s control; (xi) failure of Customer’s network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with Products; and (xiv) migration of Software to different hardware or operating systems.

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

GE Healthcare Warranty Statement (Rev 01.30.20)

1. Warranty.

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

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

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

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

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

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

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

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

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

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

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

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

4. Exceptions to Standard Warranty.

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

Partial System Equipment Upgrades for CT, MR, X-Ray, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year

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

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

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

Performix 160A (MX160) Tubes: 3 years

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

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

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

OEC New or Exchange Service Parts: 120 days

OEC Tubes and Image Intensifiers: 1 year

OEC Refurbished C-Arms: 1 year after installation

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

HealthNet Lan, Advantage Review — Remote Products: 3 months

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

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

Except the following have a 1 year warranty:

Transducers: TEE Probes,

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

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

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

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

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

Except the following have a 1 year warranty:

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

Transducers: TEE Probes

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

Venue, along with related transducers purchased with it: 5 years,

Except the following have a 1 year warranty:

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

Transducers: TEE Probes

Warranty covers defective parts and components and includes: (i) phone support and remote repair via InSite and telephone from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental damage.

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

Veterinary Use: Notwithstanding anything herein, any Product validated and sold by GE Healthcare for specific use in the veterinary market shall have a one (1) year warranty.

Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and ultrasound batteries, which are warranted for 1 year

CARESCAPE Monitors B450, B650 and B850: 3 years parts, 1 year labor (excluding displays, which are standard)

B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)

B105 and B125 Patient Monitors: 3 years parts and labor coverage with: (i) repair services performed at GE Healthcare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).

Novii Wireless Patch System- Interface and Pods: 1 year starting 40 days after shipment with: (i) exchange services performed at GE Healthcare Repair Operations Center; and (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays. Customer may elect to purchase coverage for Pod damage due to accidental dropping or mishandling. This coverage excludes patches and cables, which are considered Product accessories, and are warranted pursuant to Section 1.5 above.

MAC 2000 and 3500: 3 years

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

CARESCAPE T14 Transmitter: 2 years

SEER 1000: 2 years

Exergen: 4 years

Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed: 7 year parts warranty on heater cal rod

Microenvironment and Phototherapy consumable components: 1 month

Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor

Corometrics® Nautilus Transducers: 2 years

Lullaby Phototherapy System: 3 years on lamp assembly

Blood pressure cuffs and related adaptors and air hoses: 1 month

Anesthesia Monitor Mounting Solutions: If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product

Tec 850 Vaporizers: 3 years
Tec 6 Plus Vaporizers: 2 year



OEC Elite CFD

Premium Mobile C-arm
Portfolio Overview

See What You're Missing



gehealthcare.com/surgery

Availability of select models, configurations, and options varies by country.
Please contact your local sales representative.

OEC Elite CFD Features

GE Healthcare's portfolio of premium mobile C-arms provides stunning image quality at a low dose, allowing surgeons the ability to see more detail and anatomy. Complex surgeries require real-time imaging; now experience a True View with OEC Elite CFD and confidently visualize intricate details and gain clinical versatility in the OR.

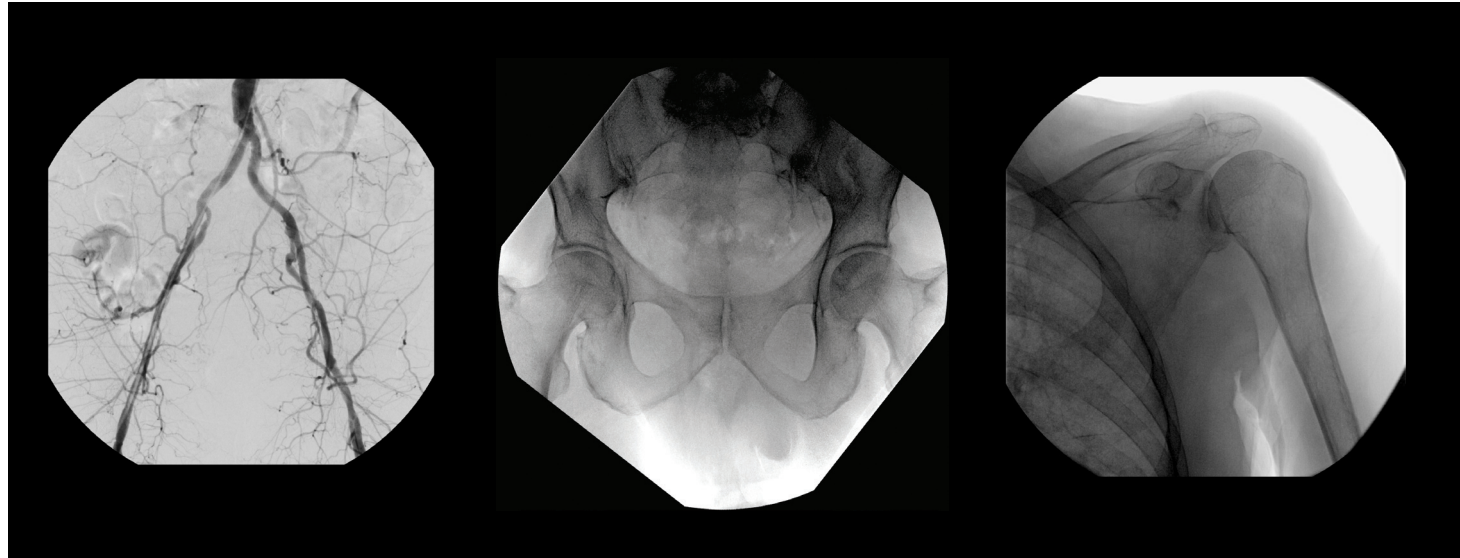


Image Quality Experience

- CMOS Flat Panel Detector (CFD) in either 21cm or 31cm size, featuring an ultra-efficient crystalline structure
- Stunning image quality at low dose and high signal-to-noise ratio
- True continuous fluoroscopy that minimizes ghosting characteristic of "continuous pulse" fluoroscopy images
- CFD brings clarity by eliminating visible lag with superior electron mobility
- Squirrel image display design retains 100% data when image is rotated
- See up to 20% more anatomy with larger FOV due to OEC X-ray housing design
- Vibrant vascular visualization designed to see tiny 0.008" guidewires in peripheral vessels
- Clearly see 0.014" guidewires in chest anatomy without visible lag and stutter, which enhances visualization during cardiac procedures
- High Dynamic Range that reveals precise anatomic detail of varying densities such as soft tissue and bone at the same time
- CFD produces distortion-free images with superb anatomical detail
- No binning necessary even at full frame rate and full resolution
- Simplicity with advanced subtraction during bolus chase and one-button road-mapping
- Avoid blooming artifact with SmartMetal which responds automatically to metal in the field
- Stay cool during long procedures
 - 34,000 HU/min (405W) housing cooling rate on Super C model
 - 22,500 HU/min (268W) housing cooling rate on Ergo C model

Image Display Monitor

- 4K UHD monitor displays 1 for 1 detail of 1.5k x 1.5k image acquisition
- Large 13.4" images displayed on 32" 4K monitor
- On-screen digital pen for easy marking of clinical images
- Articulating monitor arm for comfortable viewing with 27" forward travel and five ranges of motion



Intuitive OEC User Experience

- More active icons displayed and less keystrokes necessary with the OEC intuitive interface
- Pulse rate setting accessible on virtual controls, requiring less clicks to select
- Integrated image directory pulls up prior patient images for enhanced decision making



Clinical Versatility

- Great visual line of sight and positioning around the patient based on overall small detector head size
- C-arm maneuverability with new low-resistance wheels and steering design that require 30% less force* to steer
- Set up efficiently with independent workstation. SmartConnect allows disconnect and reconnect of the C-arm and workstation
- Sleek workstation design: 100lbs lighter*, ergonomically-designed handles for maneuverability, flat work surface, convenient storage pockets, and physical or on-screen keyboard
- TechView monitor included for improved communications with surgical team
- Ergonomically-designed Ergo C-arm features:
 - GE SmartView L-arm enabling additional rainbow positions without moving the C-arm base, 180°/180° flip-flop movement, low lateral height, and optimized AP/Lat position
 - Easy set and go locks with color-coded radial dials and gradual tension setting for manual adjustment

Enhanced Dose Control

- Manage dose with five modes of dose control to be used independently or in combination: Digital Spot, High Level Fluoroscopy, Standard Fluoroscopy, Low Dose, and Pulse
- Convenient Profiles (General Surgery, Spine, Orthopedic, Bolus Chase, Vascular, Cardiac, or 9900) designed to automatically optimize imaging, while enabling dose settings to be set independently
- Selectable default dose settings: Standard and Low Dose
- Select High Level Fluoroscopy, Digital Spot, Digital Cine Pulse, or Roadmap as default imaging mode for use on footswitch and handswitch
- Dose reports viewable on workstation, even if C-arm is disconnected
- RDSR (Radiation Dose Summary Report) accessible via DICOM interface or XLM export
- Integrated laser aimer for precise positioning
- Removable anti-scatter grid to minimize dose on smaller patients; simple, one-handed detach/install with no tools required

*Compared to 9900 Elite system.



OEC Elite CFD

- **CRISP**
4K UHD 32" Display
- **ERGONOMIC**
Articulating Monitor Extends Up To 27" With Full Range of Motion
- **SIMPLE**
Intuitive OEC User Interface
- **SQUIRCLE**
Preserves 100% of FOV Even When Rotated
- **MANEUVERABLE**
Lightweight Slim Design Workstation
- **CONVENIENT**
Storage Bay for printers or accessories
- **PRODUCTIVE**
SmartConnect – Disconnect and Reconnect C-arm Without Rebooting



- **DESIGNED FOR MOBILE**
Proprietary CMOS Flat Detector (CFD)
- **COMPACT**
Small Form Factor Panel Housing
- **LARGE FOV**
21 cm x 21 cm or 31 cm x 31 cm CFD
- **SMOOTH**
True Continuous Fluoroscopy
- **CLEAR**
Full 1.5 k x 1.5 k x 16 Bit Image Processing at 30 fps
- **CONVENIENT**
TechView Monitor
- **PRECISE**
Integrated Laser Aimer
- **DOSE CONSCIOUS**
Finger Removeable Anti-Scatter Grid
- **MORE FREE SPACE**
55° Overscan
- **AGILE**
30% Less Force* to Steer
- **COOL**
Advanced Cooling Technology
- **LEAN**
Low Profile X-ray Tube

*Compared to 9900 Elite system.

Availability of select models, configurations, and options varies by country. Please contact your local sales representative.

OEC Elite CFD performance in a variety of clinical applications to meet your specific needs.
 ORTHOPEDIC • SPINE • GENERAL SURGERY • UROLOGY • PAIN MANAGEMENT • VASCULAR • CARDIAC



Availability of select models, configurations, and options varies by country.
Please contact your local sales representative.

Imagination at work

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JB44256XX(2)

URGENT MEDICAL DEVICE CORRECTION RESPONSE FORM

Reference: Addendum to the Instructions for Use, Philips BV Endura Release 2.3, BV Pulsera Release 2.3 and Veradius Unity Release 2.1, 2021-IGT-PUN-001

Instructions: Please complete and return this form to Philips promptly and no later than 30 days from receipt. Completing this form confirms receipt of the Urgent Medical Device Correction Letter, understanding of the issue, and required actions to be taken.

Customer/Consignee/Facility Name: Humboldt General Hospital
Street Address: 118 E. Haskell St
City/State/ZIP/Country: Winnemucca, NV 89445

Customer Actions:

- Pay attention to the Heat Indication Level Icons shown in the Viewing Station to know the temperature of the X-Ray Tank.
- Follow the instructions provided in Annex I of this letter for a safe use of the system.
- Circulate this notice to all users of this device so that they are aware of the issue.
- Place this Medical Device Correction with the documentation of the of your system.
- Please transfer this Medical Device Correction within your organization or to any organization, if the affected devices have been transferred.

We acknowledge receipt and understanding of the accompanying Urgent Medical Device Correction Letter and confirm that the information from this Letter has been properly reviewed with all users who handle the Philips BV Endura Release 2.3, BV Pulsera Release 2.3 or Veradius Unity Release 2.1

Name of person completing this response form:

Signature: Diane Klassen
Printed Name: Diane Klassen
Title: Diagnostic Imaging Director
Telephone Number: 775-623-5222 ext 1530
Email Address: klassend@hghospital.org
Date (DD/MM/YYYY): 11-19-21

Please complete and send this confirmation form to:

IGT_Recalls@philips.com.
PHILIPS
Mr. Roland Telson/3rd Floor
222 Jacobs Street
Cambridge, MA 02141

1st Mailing Attempt.

397

HUMBOLDT GENERAL HOSPITAL

- Image detection subsystem: The temperature of the image intensifier/ detector surface may get up to 45 degrees (Celsius) after prolonged usage.

To date, Philips has not received any reports of adverse events associated with this issue.

2. Hazard/potential harm associated with the issue

If a patient/user gets in contact with the X-ray tank, the patient/user could sustain a burn. The degree of the burn will depend on the temperature of the X-ray tank and the time of contact:

Temperature	Degree of burn based on contact times		
	1 st degree burn	2 nd degree burn	3 rd degree burn
45°C	<2 hours	2 hours	3 hours
49°C	<8 minutes	8 minutes	10 minutes
51°C	<2 minutes	2 minutes	4.2 minutes
55°C	<17 seconds	17 seconds	30 seconds
60°C	<3 seconds	3 seconds	5 seconds

Table 1. Burn Exposure Chart (antiscald.com)

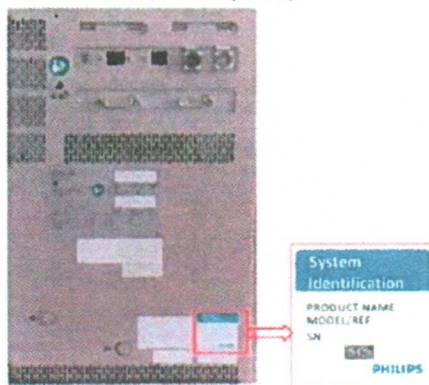
Degree of Burn	Effect
1st	Damage to outer layer of skin. Burn heals on its own.
2nd	First layer of skin burns through, and damage to the second layer of skin occurs. However, burn does not pass through to underlying tissues.
3rd	Involves damage to all layers of the skin.

Table 2. Skin Burn Degree definition

3. Affected products and how to identify them

Product Name	Release	Model Numbers
BV Endura	2.3	718075
BV Pulsera	2.3	718095
Veradius Unity	2.1	718132

The affected products can be identified by checking the model reference on the system identification label pasted on rear side of the Mobile View Station (MVS).



Picture 1 – Rear Side of Mobile View Station with label location

URGENT Medical Device Correction

Philips BV Endura Release 2.3, BV Pulsera Release 2.3, Veradius Unity Release 2.1

Maximum System Component Surface Temperature

08-Nov-2021

This document contains important information for the continued safe and proper use of your equipment

Please review the following information with all members of your staff who need to be aware of the contents of this communication. It is important to understand the implications of this communication.

Please retain a copy with the equipment Instruction for Use.

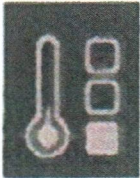


Dear Customer,

A problem has been identified in the Philips BV Endura Release 2.3, BV Pulsera Release 2.3 and Veradius Unity Release 2.1 that could pose a potential risk for patients and users. This URGENT Medical Device Correction Letter is intended to inform you about:

1. What the problem is and under what circumstances it can occur

Philips has identified that the Instructions for Use of these products do not specify the maximum surface temperature of the X-ray tank (assembly housing the X-ray tube, beam filter & cooling oil) and the image intensifier/detector of the system as required:

- X-ray Tank. Prolonged usage of the equipment may cause the surface temperature of the X-ray tank to reach up to 60° C which can cause burns if the X-ray tank comes into contact with the skin. While the X-Ray tank is not directly applied to patients, it may accidentally come in contact with patients as well as with users, when positioning the system. An anesthetized or unconscious patient will be unable to sense and react to the contact of the high temperature component. A Heat Indication Level Icon is shown on the information area of the C-arm stand or the status area of the C-arm stand touch screen. The table below shows how the Heat Indication Level Icons relate to the X-ray tank surface temperature:

Heat Icon Viewing Monitor		
		
Icon indicates that the X-ray tank is warm – this is a temperature of approximately 44° C	Icon indicates that the X-ray tank is very warm – this is a temperature of approximately 48° C	Icon indicates that the X-ray tank is hot – this is a temperature equal to or higher than 50° C

Annex I

Addendum to the Instructions for Use

Philips BV Endura Release 2.3, BV Pulsera Release 2.3 and Veradius Unity Release 2.1

This addendum provides information about:

- X-ray source assembly - Addition of note for maximum X-ray tank surface temperature.
- Image detection subsystem- Addition of note for maximum image intensifier/detector surface temperature.

X-ray source assembly

(Section 9.2.4 of the Instructions for Use of BV Endura R 2.3, BV Pulsera R 2.3 and Veradius Unity R2.1)

The surface temperature of the X-ray tank can reach 60 degrees (Celsius) during prolonged X-ray activation. Take care to avoid contact between the patient/user and the x-ray tank, especially when the tank is above the patient table. Placing protective covers or drapes over the X-ray tank will further reduce the risk of direct contact between the X-ray tank and the patient.

Image detection subsystem

(Section 9.2.6 of the Instructions for Use of BV Endura R 2.3 and 9.2.7 of the Instructions for Use of BV Pulsera R 2.3 and Veradius Unity R2.1)

The maximum temperature observed on the image intensifier/detector surface is less than 45 degrees (Celsius) during prolonged usage.

Philips has provided this Addendum through Customer Information Letter Ref. 2021-IGT-MOS-001

4. Actions that should be taken by the customer/user to prevent risks for patients or users

- Pay attention to the Heat Indication Level Icons shown in the Viewing Station to know the temperature of the X-Ray Tank.
- Follow the instructions provided in Annex I of this letter for a safe use of the system.
- Circulate this notice to all users of this device so that they are aware of the issue.
- Place this Medical Device Correction with the documentation of the of your system.
- Transfer this Medical Device Correction within your organization or to any organization, if the affected devices have been transferred.
- Complete the enclosed Customer Reply Form and send it back to confirm that users have reviewed and understood this Urgent Medical Device Correction letter.

5. Actions planned by Philips IGT Systems to correct the problem

Philips is informing customers through this Urgent Medical Device Correction Letter and providing the Addendum to the Instructions For Use of the BV Endura Release 2.3, BV Pulsera Release 2.3 and Veradius Unity Release 2.1 systems.

This notice has been reported to the appropriate Regulatory Agencies. Adverse reactions or quality problems experienced with the use of this product may be reported to the FDA's MedWatch Adverse Event Reporting program either online, or by regular mail, or by fax.

Please be assured that maintaining a high level of safety and quality is our highest priority. If you need any further information or support concerning this issue, please contact your local Philips representative: 1-800-722-9377.

Sincerely,



Rajesh Kathuria
Head of Quality – IGT Systems



Philips' proprietary information. Unauthorized use is prohibited.

490057-1204-922-PRI
Mr. Roland Telson
222 Jacobs St
Cambridge, Massachusetts 02141-2296

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Risk Manager/Materials Management
Humboldt General Hospital
118 E Haskell St
Winnemucca, NV 89445-3299



1sr Mailing Attempt.

Dear Customer, our records indicate that your company has received shipment of the Medical Device(s): BV Pulsera, rel. 2.3 With the Serial Number(s): 744



Turn-Key Medical
P.O. Box 1180
Meridian, ID 83680
Phone: (208) 888-1760
Fax: (208) 888-5629

Attention: Diane Klassen
Humboldt General Hospital
118 E. Haskell Street
Winnemucca, NV 89445
Phone (775) 623-5222

May 11, 2021

Quotation: **AK21-05-11-01**

Ziehm Vision FD (General Purpose) C-arm

Qty	Catalog #	Description	List Price
1	each 302929-GP-1	Ziehm Vision FD General Purpose C-arm - C-arm Mobile Stand with Vision Center Control Panel - 31 x 31 cm Flat Panel Detector - 2.4 kW Generator Power - Stationary Anode Tube with Advanced Active Cooling - 165° Orbital Rotation with 45° Overscan - Hand Switch - Foot Switch (2 Button) - Vision Center TFT User Interface with "Smart Eye" Technologist - Object Detection Dose Control (ODDC) - Air Kerma Calculated Dose Display - Virtual Collimator - Monitor Cart with 32" Flat Screen Monitor (High Resolution & Brightness) - 2K x 2K Matrix HD CCD Camera Technology - 100,000 Image Memory - Digital Cine Pulse with Cine-Loop up to 10 f/s - X-ray Enable Key Lock - Document Compartment - USB 3.0 Port; USB Stick - Emergency Switch on the C-arm - Additional Hand Rails on C	\$ 200,000
1	each 302924	Ziehm NetPort DICOM Package (Store, Commit, Worklist, MPPS, Query, Retrieve)	\$ 4,950

* Price includes Planning, Installation, and Application's Training (3 days on site).

Total List Price: \$ 204,950

Humboldt General Discounted Price: \$ 163,500

Purchasable Options:

Qty	Catalog #	Description	Price
1	each 30210-2	Ziehm WLAN W1 Kit	\$ 2,250
1	each 302826	Wireless Toggle Footswitch	\$ 3,750
1	each 30701-1	Sony UP-971AD Printer (Paper) Integrated	\$ 4,650
1	each 302915	Articulating Monitor Arm	\$ 5,750
1	each 30823-1	Integrated Laser Positioning Device	\$ 5,000

Warranty: 12 months parts and labor.

Delivery: Typically 60 Days **Quotation Validity:** 30 Days

Internal Cables, Routers, Hubs: Customer Responsibility

Terms: 20% Deposit, 80% Upon Delivery & Installation

Application's Training: 3 Days On-site.

Site Modifications: To be prepared according to provided plans.

Taxes: Not included. Will be added to the final invoice.

Shipping: Not included. Will be added to the final invoice.

Jake Kerley

Jake Kerley
VP of Sales

Humboldt General Hospital Representative

CONDITIONS OF SALE

Shipping dates are approximate and are based on prompt receipt at the factory of all necessary information. In case of delay in furnishing complete information, dates of shipment may be extended for a reasonable time based on conditions at the factory.

Unless otherwise specified Turn-Key Medical, Inc. will install the apparatus with the exception of certain supply and accessory items, covered by this order and will connect same to safety switch to be provided and installed by another contractor. If for any reason assembly or installation must be completed by other than the engineers of Turn-Key Medical, Inc. an additional charge for the cost of such outside labor will be made and will be assumed by the Purchaser. Proper electric supply required for operation of the apparatus will be brought to the safety switch by the Purchaser and the Purchaser will provide a licensed electrician for connection to the equipment addition to all necessary plumbing, carpenter work, wiring and conduits required for completing the installation.

Should installation of this apparatus be delayed for any reason for which Turn-Key Medical, Inc. is not responsible, then ten days from date of shipment to the Purchaser shall be considered as date of completion of installation and terms of payment shall apply as of that date.

Turn-Key Medical, Inc. shall not be liable for loss, damage, detention or delay resulting from causes beyond its reasonable control or caused by fire, strike, civil or military authority, insurrection or riot, embargoes, car shortages, wrecks or delays in transportation or because of any priority or preference ratings established by any federal, state or other governmental authority.

Turn-Key Medical, Inc. shall have the right to furnish or use substitutes for materials which cannot be obtained because of priorities or preferences established by any federal, state or other governmental authority or because of requirements for such materials in the national defense program. Turn-Key Medical, Inc. shall have the right to substitute equivalent or better performing equipment in the event of design or specification change by manufacturers.

If after placing an order to Turn-Key Medical, Inc. and providing a requested delivery date the order is cancelled within 90 days of the requested delivery date the customer agrees to discuss with Turn-Key Medical, Inc. a fair reimbursement for costs incurred taking under consideration the manufacturers restocking charge. In the event the customer delays delivery within 30 days of scheduled delivery customer agrees to pay storage and handling fees created by the change.

The amount of any present or future sales tax, use tax, excise or other similar tax is not included in the amount of this order but applicable to this sale shall be added to the prices shown herein and shall be paid by the Purchaser in the same manner and with the same effect as if originally added thereto.

All equipment specified on this order is subject to the guarantee of the manufacturer thereof only unless otherwise specified. Such guarantees, however, do not cover damage resulting from carelessness or failure to follow operating instructions. The liability of Turn-Key Medical, Inc. arising out of supplying of this apparatus, or its use, whether on warranties, or otherwise, shall not in any case exceed the cost of correcting defects in the apparatus. After the standard period of warranty, all such liability shall terminate. Warranty begins when available for FIRST PATIENT EXAM or when equipment is placed in storage at Purchaser request.

The title and right of possession of any apparatus and material covered by this order shall remain with Turn-Key Medical, Inc. and such apparatus and material shall remain personal property until all payments hereunder (including deferred payments whether evidenced by notes or otherwise) shall have been paid in full in cash and the Purchaser agrees to do all acts necessary to perfect and maintain such right and title to Turn-Key Medical, Inc.

Purchaser agrees Software is copyrighted and to maintain the integrity of all OEM Software Licenses. Software is intended for the exclusive use of the Equipment Purchaser and will not be transferred, loaned, copied or allowed the use of to anyone except direct employees of the purchaser within the facility where purchased and on the equipment with which it is delivered. Prior written approval must be received from the OEM for any exception to this agreement.

In the event payment is not received by Turn-Key Medical, Inc. within 30 days of invoice date a finance charge in the amount of 1 1/2% per month may be applied at the discretion of Turn-Key Medical, Inc. Customer agrees to pay a reasonable attorney's fee and other costs of collection after default and referral to an attorney.

Signing the quote or referencing the quote for purchase signifies agreement with the above terms.



Ziehm Vision FD

The new imaging standard
for surgery

CMOSLINE



Ziehm Vision FD. Hospitals and outpatient surgery centers around the world are challenged to increase cost efficiency and extend their case mix to include demanding procedures, such as vascular interventions. The Ziehm Vision FD is the right answer. The C-arm with flat-panel detector has proven itself in the market for over a decade. In the upgraded CMOSline³ version, it features the latest technology for excellent image quality and – thanks to its liquid cooling system – is designed for continuous use. In addition, finely tuned workflows and software features help optimize patient outcomes and increase productivity further. And the enhanced SmartDose Concept optimizes safety for surgeons, staff and patients.

01 / Trust in over a decade of flat-panel performance – enhanced with latest imaging technology

In 2006, Ziehm Imaging presented the first-to-market mobile flat-panel C-arm. The Ziehm Vision FD marked a paradigm shift in innovative detector technologies to support surgery. Building on over a decade of experience and proven performance, Ziehm Imaging is pushing the boundaries even further by integrating CMOS technology into this system. This new standard for state-of-the-art intra-operative visualization delivers excellent image quality while increasing surgical safety and efficiency.

→ CMOS flat-panel technology

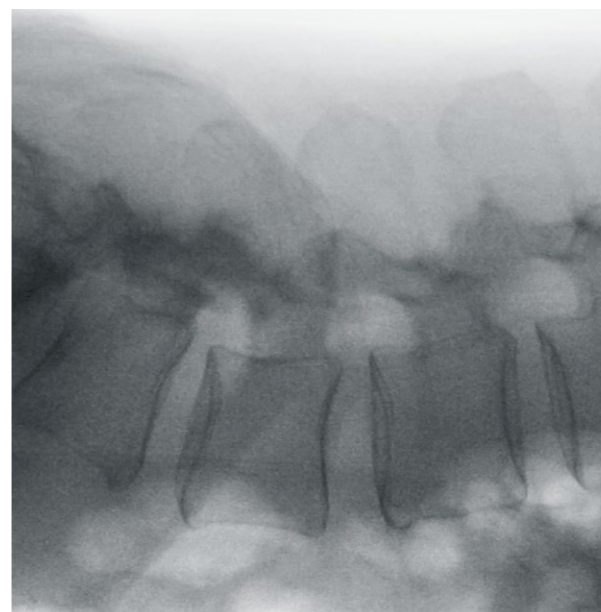
The latest flat-panel technology on the market, CMOS combines the cost efficiencies of image intensifier systems with the image quality of conventional FD technologies. Highlights include lower noise levels and enhanced dose management – all of which help surgeons to improve image quality and overall performance compared with conventional C-arms. The high resolution images make interpolation in magnification modes unnecessary and improve overall efficiency.

→ Bigger flat-panel detector as an option

While the Ziehm Vision FD CMOSline comes with a 20.5 cm x 20.5 cm CMOS detector, the system is now also available with a 31 cm x 31 cm a-Si flat-panel. The bigger detector size allows to cover larger anatomical regions in orthopedic and vascular surgery.



Bigger field of view with the 31 cm x 31 cm a-Si flat-panel



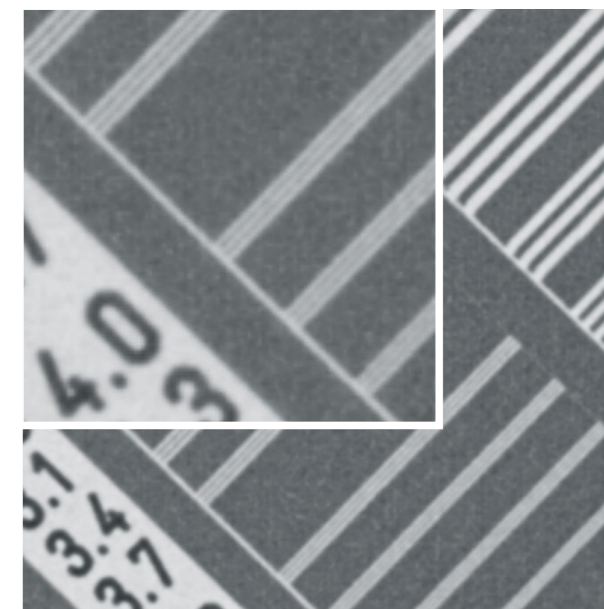
Full size (20.5 cm x 20.5 cm)



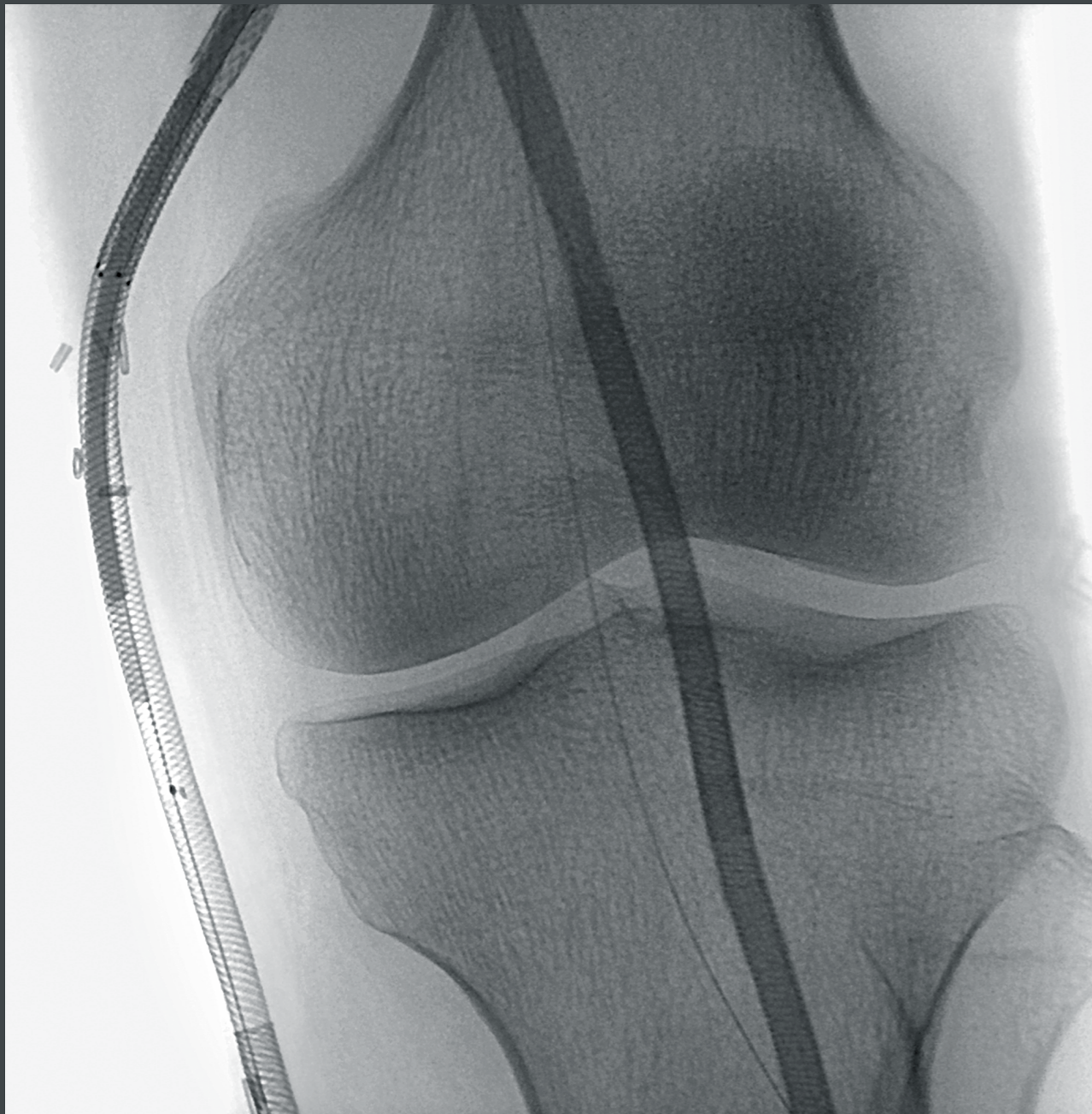
Magnification mode 1 (15 cm x 15 cm)



Magnification mode 2 (10 cm x 10 cm)



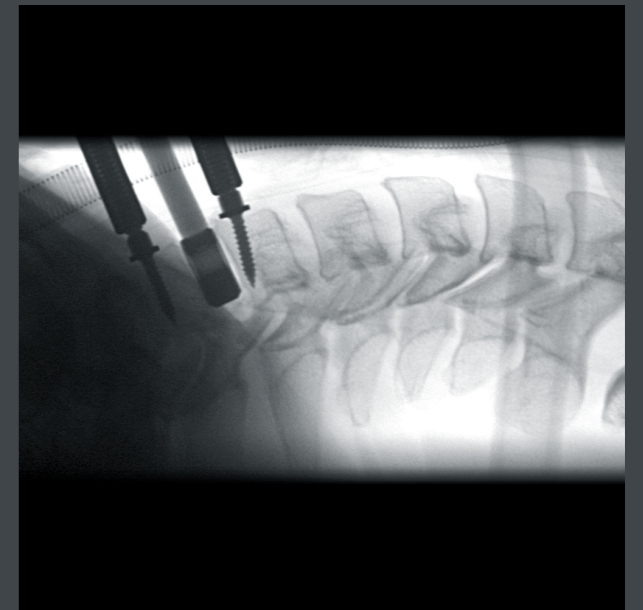
Spatial resolution phantom with more than 4.0 lp/mm visible



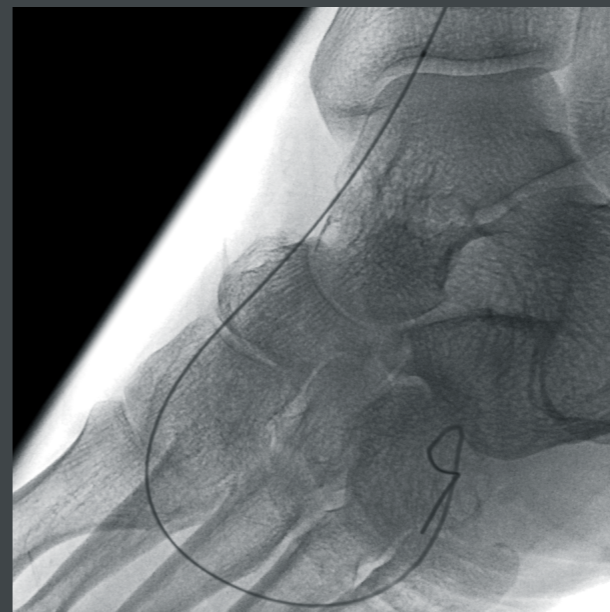
Stent implantation



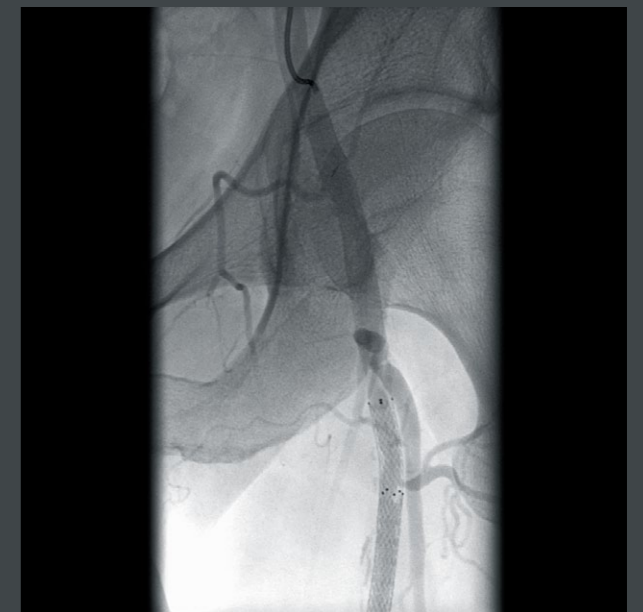
DSA



Cervical spine



Peripheral revascularization



PTA

02/Extend the clinical case mix with enhanced cooling capabilities

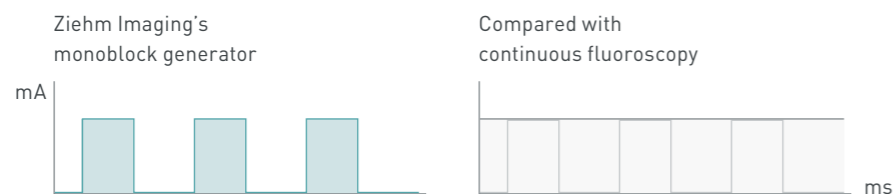
A variety of patient needs and growing competition between hospitals call for increasingly innovative imaging functionality, capable of supporting a wide range of procedures. Featuring advanced pulse and cooling technologies, the Ziehm Vision FD is designed for a broad application spectrum, while ensuring excellent image quality even in demanding interventions. These advanced capabilities allow hospitals to successfully extend their clinical capabilities.

→ Sharp pulses for sharper images

The Ziehm Vision FD comes with a highly compact monoblock generator. It produces short, sharp pulses for crystal-clear images even if the patient is moving. This intelligent pulse technology allows to reduce the pulse rate while minimizing dose (as illustrated below).

→ Prolonged use

C-arms need to be in continuous use during lengthy, demanding procedures such as vascular interventions. The Ziehm Vision FD is ideal for these applications. Its Advanced Active Cooling (AAC) system keeps the generator at an optimum operating temperature. In the event of a temperature increase, the pulse frequency is automatically reduced until the generator's temperature has cooled down.



Short, sharp pulses minimize dose and maximize image quality

Sophisticated system to avoid generator overheating

Advanced Active Cooling keeps generator temperature down through automatic adaptation of the pulse rate combined with a powerful liquid cooling system.

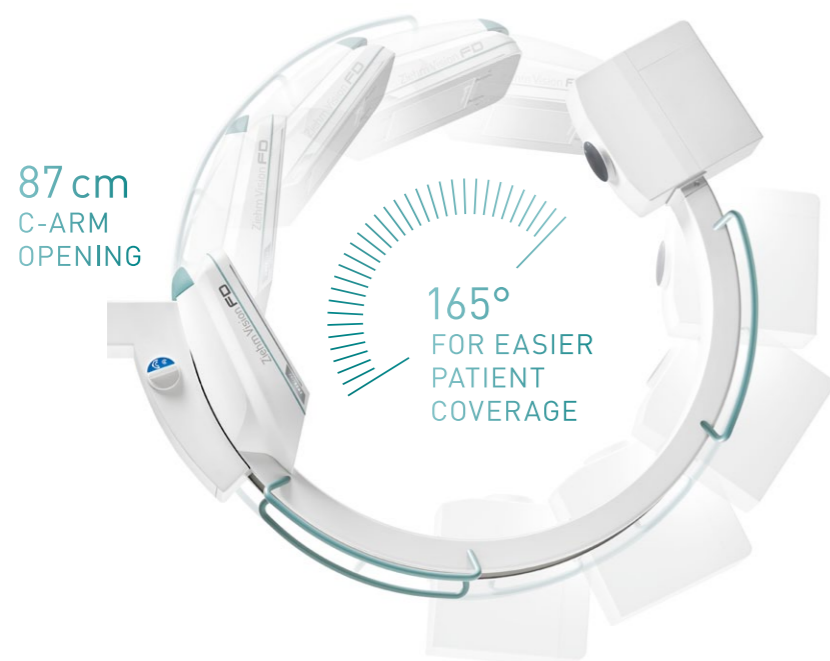


03/ Benefit from seamless integration with finely tuned workflows

Heavy case loads and a large number of different users call for a highly standardized operating concept. The Ziehm Vision FD offers a number of hardware enhancements that support handling and improve ergonomics further. Seamlessly integrated workflows ensure consistently high and predictable quality levels, thus ensuring optimal patient outcomes.

→ Best-in-class ergonomics

With a footprint of 0.8 m², the Ziehm Vision FD is one of the smallest C-arms on the market. The big C-arm opening and 165 degrees of orbital movement ideally support the workflow and provide easier patient coverage. In addition, different-colored scales and handles allow the surgeon and staff to quickly and simply select the desired function.



Easy handling

165 degrees of orbital movement and an 87 cm C-arm opening provide ideal support for clinical workflows.

→ Intuitive workflow

The Vision Center is a rotating and tilting touchscreen control panel mounted on the mobile stand and the monitor cart. It provides access to the same, synchronized controls found on both units. Additionally, the SmartArchive function gives surgeons instant, simple access to the latest patient data.

→ Fit for the future

The Vision Center features a modular software architecture, ensuring maximum flexibility. This interface can be easily upgraded and expanded with additional software modules without the need for hardware changes.



Easy access even from the sterile field

Ziehm SmartEye technology mirrors the live image on the touchscreen, enabling the operator to keep track of orientation and object position.



→ Seamless integration

The interface, Ziehm NetPort, enables easy integration into existing IT networks. X-ray images saved in DICOM 3.0 format are transferred to the PACS, and patient data can be exchanged with HIS/RIS. X-ray images can be retrieved at any time. They can also be backed up to DVD or USB stick and printed on transparencies or paper.

→ Wireless freedom

Ziehm Imaging's Wireless Freedom Concept bundles three different opportunities to increase efficiency and safety in the OR. Firstly, WLAN allows operators to transfer images wirelessly to the PACS from any location. Secondly, with the Ziehm Wireless Video option, live images can be transferred to wall- or ceiling-mounted monitors in real time for even greater flexibility. Thirdly, key functions such as X-rays can be actuated with the wireless dual-plus footswitch. The footswitch has the added bonus of increasing safety by reducing cables on the OR floor.



04 / Reduce exposure significantly with the next-generation SmartDose Concept

The Ziehm Vision FD is designed to meet growing demand among surgeons and their staff for minimized dose exposure without compromising on image quality. Optimal filtration and advanced anatomical programs deliver on these demands, making this device perfect for dose-sensitive applications.

→ Best image quality. Minimized dose.

The comprehensive concept consists of a broad, clinically proven application portfolio to address daily challenges of low dose and high image quality. With significant dose savings, Ziehm Imaging sets the benchmark in user-friendly adjustments of dose exposure. SmartDose² helps display even the smallest details of complex anatomical areas and reduce dose with intelligent pulse regulation and optimized anatomical programs. Furthermore, dedicated SmartDose functions significantly reduce exposure in pediatric surgery⁴.

→ Beam Filtration for reduced skin entrance dose

Our feature-rich SmartDose concept comes with the groundbreaking Beam Filtration¹ technology. Dose reduction techniques for an optimized X-ray spectrum support our enhanced CMOS imaging chain. Beam Filtration enables an exceptional reduction in the skin entrance dose for Ziehm Imaging flat-detector systems in comparison to systems with conventional filtration technology.



SmartDose
Best image quality. Minimized dose.



LASER POSITIONING DEVICE

integrated in flat-panel or I.I. and generator housing for accurate and dose-free positioning of C-arm



REDUCTION OF PULSE FREQUENCY

manually or fully automatically to lower the accumulated dose



OBJECT DETECTED DOSE CONTROL (ODDC)

to automatically analyze the area of interest and minimize dose while optimizing image quality



ANATOMICAL PROGRAMS

with automatic optimization of dose and image quality for best results



HIGH-SPEED ADR

for intelligent, fast regulation of pulse rate to lower the dose level



ZAIIP ALGORITHM AND FILTERS

to display fast-moving objects like guide wires and even the smallest vessels in razor-sharp image quality



LOW DOSE MODE

in all anatomical programs for particularly dose-sensitive procedures, e.g. in pediatrics



PREMAG

for exposure-free magnification of X-ray images



AUTOMATIC ADJUSTMENT

for large patients – with no additional increase in dose



REMOVABLE GRID

to reduce dose in pediatric and other dose-sensitive procedures



VIRTUAL COLLIMATORS

for exposure-free positioning of collimators



BEAM FILTRATION

for reduced skin entrance dose without compromising on image quality



FEATURES	ZIEHM VISION FD CMOSLINE	ZIEHM VISION FD
Imaging technology	CMOS, 20.5 cm x 20.5 cm	a-Si, 31 cm x 31 cm
Detector resolution	2k x 2k	2k x 2k
Power generator	2.4 kW, pulsed monoblock generator	2.4 kW, pulsed monoblock generator
C-arm opening	87 cm	87 cm
Ziehm Usability Concept	■	■
SmartDose	■	■
Advanced Active Cooling	■	■
Orbital movement	165 degrees	165 degrees

available ■ | not available –



Offices

- 1. Nuremberg (Germany)
- 2. Paris (France)
- 3. Valencia (Spain)
- 4. Reggio Emilia (Italy)
- 5. Tulln an der Donau (Austria)
- 6. Kerava (Finland)
- 7. Tokyo (Japan)
- 8. Shanghai (China)
- 9. Guangzhou (China)
- 10. Singapore (Singapore)
- 11. Midrand (South Africa)
- 12. São Paulo (Brazil)
- 13. Orlando, FL (USA)
- 14. Scottsdale, AZ, Orthoscan (USA)

MAXIMIZE YOUR UPTIME



Make sure to get the best service for your daily business.

Rely on Ziehm Imaging for flexible and fast service to stay on the cutting edge of technology. Tailored service packages, remote service and individual upgrade paths keep you competitive in your daily hospital routine.

- ¹ The technology Beam Filtration reduces dose exposure for Ziehm Imaging flat-detector systems in comparison with conventional filtration techniques. Data on File. Results may vary.
- ² The SmartDose Concept includes a variety of hard- and software features. Due to regulatory reasons the availability of each feature may vary. Please contact your local Ziehm Imaging sales representative for detailed information.
- ³ CMOSline represents a system configuration that is based on a Ziehm Imaging CMOS flat-panel detector.
- ⁴ Gosch D. et al. "Influence of grid and ODDC on radiation exposure and image quality using mobile C-arms – First results," RöFo, 09/07

HEADQUARTERS

Germany

Ziehm Imaging GmbH
Lina-Ammon-Strasse 10
90471 Nuremberg, Germany
Phone +49 911 660 67 0
Fax +49 911 660 67 390
info@ziehm.com

USA

Ziehm Imaging
A division of Ziehm-Orthoscan, Inc.
6280 Hazeltine National Dr
Orlando, FL 32822, USA
Toll Free +1 800 503 4952
Phone +1 407 6 15 8560
Fax +1 407 6 15 8561
mail@ziehm.com

Brazil

Ziehm Medical do Brasil
Av. Roque Petroni Jr.,
1089 cj 904
04707-000 São Paulo, Brazil
Phone +55 11 30 33 59 99
Fax +55 11 30 33 59 97
brazil@ziehm.com

Austria

Ziehm Imaging Austria GmbH
Ziegelfeldstrasse 10
3430 Tulln an der Donau
Austria
Phone +43 720 569 501
austria@ziehm.com

Italy

Ziehm Imaging Srl
Via Paolo Borsellino, 22/24
42124 Reggio Emilia, Italy
Phone +39 05 22 61 08 94
Fax +39 05 22 61 24 77
italy@ziehm.com

Spain

Ziehm Imaging Spain SLU
Avenida Pérez Galdós 13-14^a
46007 Valencia, Spain
Phone +34 960 911 152
spain@ziehm.com

France

Ziehm Imaging S.A.R.L.
1, Allée de Londres
91140 Villejust, France
Phone +33 1 69 07 16 65
Fax +33 1 69 07 16 96
france@ziehm.com

Finland

Ziehm Imaging Oy
Kumitehtaankatu 5
04260 Kerava, Finland
Phone +358 4 49 75 75 37
finland@ziehm.com

China

Ziehm Medical Shanghai Co., Ltd.
Hongqiao New Tower Centre
Rm 02-06, 29/F
83 Loushanguan Road
Shanghai, P.R. China; 200336
Phone +86 21 62 36 99 03
Fax +86 21 62 36 99 16
china@ziehm.net.cn

Singapore

Ziehm Imaging Singapore Pte. Ltd.
7030 Ang Mo Kio Ave 5
#08-53 Northstar@AMK
Singapore 569880, Singapore
Phone +65 6 39 1 86 00
Fax +65 6 39 6 30 09
singapore@ziehm.com

Japan

Ziehm Imaging Japan KK
REID-C Nihonbashi Koamicho bldg 2F
11-5 Nihonbashi Koamicho Chuo-ku
Tokyo 103-0016, Japan
Phone +81 3 5643 5791
Fax +81 3 3663 5278
japan@ziehm.com