

Elephant Butte Lake RV Resort Center 8-23-22

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^{*}Closed session documents will be handed out in closed session.

AGENDA SIERRA VISTA HOSPITAL GOVERNING BOARD REGULAR MEETING

August 23, 2022

12:00pm

Elephant Butte Lake RV

Event Center

MISSION STATEMENT: Sierra Vista Hospital is a community owned resource that strives to meet the Healthcare needs of Sierra County through the provision of health services, leadership, and collaboration.

<u>VISION STATEMENT:</u> Our vision is to be a trusted partner providing a modern, sustainable Healthcare system that is a beacon of hope on the hill for all. Sierra Vista Hospital is committed to provide the highest quality care in the most cost-efficient manner, respecting the dignity of the individual, providing for the well-being of the community, and serving the needs of all people.

TIME OF MEETING:

12:00pm

PURPOSE:

Regular Meeting

ATTENDEES:

GOVERNING BOARD

COUNTY

Kathi Pape, Vice Chair Serina Bartoo, Member Shawnee R. Williams, Member **ELEPHANT BUTTE**

Katharine Elverum, Member John Mascaro, Member

CITY

Bruce Swingle, **Chairperson** Art Burger, Member Peggy (Cookie) Johnson, **EX-OFFICIO**

Frank Corcoran, CEO Amanda Cardona, VCW Stephen Archuleta, City Manager, EB Charlene Webb, County Manager Travis Day, JPC Chair

VILLAGE of WILLIAMSBURG Denise Addie, Secretary

SUPPORT STAFF:

Dr. Seufer Dr. Palin

Ming Huang, CFO
Lawrence Baker, Interim HR
Director
Sheila Adams, CNO
Heather Johnson, HIM
Mgr., HIPAA/ Compliance
Zachary Heard, Operations Mgr.
Cindy Johnson, RN

QHR:

Erika Sundrud David Perry, by phone Wanda Wright

AGENDA ITEMS	PRESENTER	ACTION REQUIRED
1. Call to Order	Bruce Swingle, Chairpe	rson
2. Pledge of Allegiance	Bruce Swingle, Chairpe	erson
3. Roll Call	Jennifer Burns	Quorum Determination
4. Approval of Agenda	Bruce Swingle, Chairpe	erson Amend/Action
"Are there any items on this agend Governing Board Member?"	-	tential conflict of interest by any
5. Approval of minutesA. July 26, 2022 Regular Meeting	Bruce Swingle, Chairpe	erson Amend/Action
6. Public Input – 3-minute limit		Information
7. Old Business- None	Bruce Swingle, Chairpe	erson Report/Action
 8. New Business- A. Introduction Dr. Seufer & Dr. Pal B. Department Introduction- EVS C. Committee Appointments D. Secretaries report on COI E. Infection Control Authority 	n Frank Corcora Zach Heard, De Bruce Swingle Denise Addie, Sheila Adams,	onna Montoya Information , Chairperson Information Secretary Information
9. Finance Committee- Cookie Johnson	. Chairperson	
A. July Financial Report B. HUB- Malpractice Coverage C. GE Contract D. Boiler Preventative Maintenance E. Trane- Chiller Maintenance Service F. Surgical Real Estate Contract G. Sleep Study Contract H. AABC Test & Balance Proposal I. Hematology Contract J. ESS Contract	Ming Huang, C Frank Corcora Frank Corcora Service Frank Corcora	n, CEO Report/Action
10. Board Quality- Denise Addie, Chair A. Med Staff 1. Revisions to SVH Quality Plan 2. Committee Flow chart 3. QAPI Charter FY23 4. SVH Quality, Patient Safety, P	August 2022	Report Report/Action Report/Action Report/Action Report/Action Report/Action

5. QAPI Council Agenda and Minutes

Report/Action Report/Action

B. Policies

1. Standards of Practice or Care Policy# 858-01-010 revised-Trauma Autumn Long

2. Utilization Management Plan Policy# 690-06-002- Cindy Johnson

11. Administrative Reports

B. Nursing Services Sheila Adams, CNO Rep C. CEO Report Frank Corcoran, CEO Rep	ort
C. CEO Report Frank Corcoran, CEO Rep	ort
	ort
D. Governing Board Bruce Swingle, Chairperson Rep	ort

1. Bylaws Approved

2. Special Hospital District Joint Meeting

Motion to Close Meeting:

12. Executive Session — In accordance with Open Meetings Act, NMSA 1978, Chapter 10, Article 15, Section 10-15-1 (H) 2,7,9 including credentialing under NM Review Organization Immunity Act, NMSA Section 41-2E (8) and 41-9-5 the Governing Board will vote to close the meeting to discuss the following items:

10-15-1(H) 2 — Limited Personnel Matters

A. Credentials

Frank Corcoran, CEO

Temporary to Provisional
Joshua Sifeuntes, MD (ESS Hospitalist)
Not Renewing or Reapplying
James Chatham, OnRad (resigned)

B. Dawn O'Keefe Contract

10-15-1 (H) 7 - Attorney Client Privilege/ Pending Litigation

A. Risk Report

Heather Johnson

10-15-1 (H) 9 - Public Hospital Board Meetings- Strategic and long-range business plans

A. Utilization Annual Report

Cindy Johnson, RN

B. QAPI Report

Sheila Adams, CNO

C. QHR Report to Board

Erika Sundrud, QHR

1. Wanda Wright Introduction

D. Old Building Update

Frank Corcoran, CEO

Roll Call to Close Meeting:

13. Re-Open Meeting – As required by Section 10-15-1(J), NMSA 1978 matters discussed in executive session were limited only to those specified in the motion to close the meeting.

10-15-1(H) 2 - Limited Personnel Matters

A. Credentials

Temporary to Provisional

Action

Joshua Sifeuntes, MD (ESS Hospitalist)

Not Renewing or Reapplying

James Chatham, OnRad (resigned)

Information

B. Dawn O'Keefe Contract

Report/Action

10-15-1 (H) 7 - Attorney Client Privilege/ Pending Litigation

A. Risk Report

Report/Action

10-15-1 (H) 9 - Public Hospital Board Meetings- Strategic and long-range business plans

A. Utilization Annual Report

Report/Action

B. QAPI Report

Report/Action

C. QHR Report to Board

Report/Action

1. Wanda Wright Introduction

D. Old Building Update

Report/Action

14. Other

Discussion

Next Regular Meeting- September 27, 2022

15. Adjournment

Action

July 26, 2022 12:00pm Elephant Butte Lake RV Resort
Event Center

- 1. The Governing Board of Sierra Vista Hospital met July 26, 2022, at 12:00 pm at Elephant Butte Lake RV Resort Event Center for a regular/ annual meeting. Cookie Johnson, Vice Chairperson, called the meeting to order at 12:05.
- 2. Pledge of Allegiance
- 3. Roll Call

GOVERNING BOARD

SIERRA COUNTY

Kathi Pape, Secretary – Present Serina Bartoo, Member – Present Shawnee R. Williams, Member – Present

CITY OF T OR C

Bruce Swingle, Member – Present
Art Burger, Member- Present
Peggy (Cookie) Johnson, Vice Chair- Present

VILLAGE OF WILLIAMSBURG

Denise Addie, Member - Present

GUEST:

Erika Sundrud, QHR, present by phone David Perry, QHR, present by phone

There is a quorum.

4. Approval of Agenda

Kathi Pape motioned approval of the agenda. Denise Addie seconded. Motion carried unanimously.

"Are there any items on this agenda that could cause a potential conflict of interest by any Governing Board Member?" None

ELEPHANT BUTTE

Katharine Elverum – Present

EX-OFFICIO

Amanda Cardona, Clerk VofW- Present
Stephen Archuleta, City Manager EB- Absent
Charlene Webb, County Manager- Absent
Travis Day, JPC Chairperson- Absent

STAFF

Frank Corcoran, CEO- Present
Ming Huang, CFO- Present
Sheila Adams, CNO- Present
U Baker, Interim HR Director- Present
Heather Johnson, HIM Mgr.- Present
Zach Heard, Operations Manager, Present

5. Approval of minutes

Cookie Johnson, Vice Chairperson

A. June 28, 2022 Regular Meeting

Bruce Swingle motioned to approve the June 28, 2022 minutes. Katharine Elverum seconded. Kathi Pape abstained from the vote as she was not present at the meeting. Motion carried.

6. Public Input - 3-minute limit

None

7. Old Business-

Cookie Johnson, Vice Chairperson

None

8. New Business-

Before proceeding with new business, Cookie Johnson, Vice Chair read the following statement: "We are very saddened to know that Dr. Greg D'Amour was not reappointed to the SVH Governing Board as he was the best Chair this Board has ever had in my opinion. Dr. Greg is a PHD Pharmacist who lent his expertise to SVH particularly during the COVID pandemic. He took his position very seriously meeting with our CEO daily. Dr. Greg spent countless hours at SVH assisting in numerous issues."

In addition, Cookie Johnson introduced and welcomed Serina Bartoo and Shawnee R. Williams. A copy of the Bylaws containing the definition of duties of Chairperson, Vice Chairperson and Secretary were handed out to each member.

- A. Election of Officers- Cookie Johnson, Vice Chairperson, called for nominations for Chairperson.
 - 1. Chairperson

Kathi Pape nominated Cookie Johnson for Chairperson. Cookie Johnson respectfully declined due to her husband's illness.

Cookie Johnson nominated Bruce Swingle for Chairperson. Bruce Swingle stated he would accept the nomination and noted that Greg D'Amour was a tremendous asset to the hospital and to the Board. There were no other nominations.

Roll Call Vote:

COOKIE- Y B

BRUCE-Y

KATHI- Y ART- Y

DENISE-Y

KATHARINE-Y

SERINA-Y

SHAWNEE- Y

2. Vice Chairperson

Cookie Johnson nominated Kathi Pape for Vice Chair. There were no other nominations.

Roll Call Vote:

COOKIE- Y

BRUCE-Y

KATHI- Y ART- Y

DENISE- Y

KATHARINE- Y

SERINA- Y

SHAWNEE-Y

3. Secretary

Kathi Pape nominated Denise Addie for Secretary. There were no other nominations.

Roll Call Vote:

COOKIE- Y

BRUCE-Y

KATHI- Y ART- Y

DENISE-Y

KATHARINE- Y

SERINA-Y

SHAWNEE- Y

At this time Cookie Johnson asked to be excused from the meeting for personal reasons and handed over the Chairperson duties to Chairperson, Bruce Swingle.

- B. Secretaries report on Conflict-of-Interest Statement, Jennifer Burns stated that conflict of interest statements have been handed out to all members of the board and when returned, Secretary Denise Addie will review them and give a report to the Board at the August meeting.
- C. Member Attendance Report, Jennifer Burns reported that the member attendance report is included in the packet on page GB15. Last year, our Board members were all above 80% attendance. There were 19 meetings and one strategic planning meetings.
 - D. Resolutions

Bruce Swingle, Chairperson

1. Resolution 22-105

Nondiscrimination English & Spanish

Katharine Elverum motioned to approve Resolution 22-105. Denise Addie seconded. Motion carried unanimously.

2. Resolution 22-106

Open Meetings- Jennifer Burns noted changes to lines number 2, 4 and 6 regarding location of public notice within the hospital and time of notification for emergency meetings.

Denise Addie motioned to approve Resolution 22-106 with amendments as presented. Kathi Pape seconded. Motion carried unanimously.

3. Resolution 22-107

Public Records- Denise Addie asked about increasing the cost to obtain public records. Discussion was held regarding the cost of obtaining medical records versus public records.

<u>Katharine Elverum motioned to approve Resolution 22-107. Denise Addie seconded. Motion carried unanimously.</u>

E. Employee Retirement Match, Jennifer Burns explained that the Board generously approved the employee retirement match with each pay period, thereby doing away with the need to approve the match annually. This item can be removed from the Annual meetings policy. Bruce Swingle explained to the new Board members the change made to the employee retirement plan.

9. Finance Committee- Cookie Johnson, Chairperson

Bruce Swingle stated that the Finance Committee met this morning and discussed each of the agenda items below.

A. June Financial Report- Ming Huang, CFO, directed the Board to page FC5 of the packet. Total patient days in June were 79 days, 30 days less than May. There were 844 outpatient visits, 79 visits less than May. There were 528 RHC visits, 19 visits less than May and the ER had 748 visits, nine visits less than May. Days cash on hand at the end of June was 167 days, 151 days available. Accounts receivable net days were 22 days and accounts payable days were 32. June statistics overall are lower than May except for ER, MRI and Mammo which are higher than the year-to-date average.

Gross revenue in June was \$4,213,781. Non-operating revenue was \$321,334 including a State Capital Appropriation for EMS in the amount of \$180,000. Total operating revenue was \$2,532,599.

Contract Services were \$720,752 which is \$259,003 over budget due to higher agency staffing expenses. Total operating expenses were \$2,341,368. EBITDA was \$191,231 which equals an 8% margin. We had a net loss of (\$247,096) because of higher depreciation expenses. Year to date, EBITDA is \$6,280,034, this is earnings from operations. Our net income for the year is \$1,338,373.

At the end of June, we had \$12,393,003 in the bank. Under construction in progress, we have paid \$954,129 to the tunnel project but still have a balance of approximately \$250,000 to pay when it is finished.

Kathi Pape motioned based on the recommendation of the Finance Committee acceptance of the June Financial Report. Denise Addie seconded. Motion carried unanimously.

B. Capital Equipment Disposal- Ming Huang, CFO, page FC18. At year end, we did a capital equipment inventory, and this list includes items that need to be disposed because they are no longer in use, or it's broken. This list will go to the State for disposal.

Kathi Pape motioned based on the recommendation of the Finance Committee approval of the Capital Equipment Disposal list. Art Burger seconded. Motion carried unanimously.

C. Investment Options- Ming Huang, CFO, In April, the board approved investing with Moreton Capital Markets for three months while Ming investigated the New Mexico Local Government Investment Pool option. \$6 million was invested with Moreton. At the end of June, we see a \$4,774 gain from that investment. This treasury bill will mature on August 4th at which time we will have a gain of \$11,375. The yield from the treasury bill is 2.28% while the yield from the NM LGIP is only 1.28%.

Kathi Pape motioned based on the recommendation of the Finance Committee approval of continuing investment with Moreton exclusive of NM LGIP. Denise Addie seconded. Motion carried unanimously.

D. Budget FY2022- Ming Huang, CFO, we have increased revenue for FY23 by over \$3 million based on the new services we are starting to include surgery, cardiology and two new providers in the clinic. We have also increased expenses in salaries and contract services. We have increased the cost of supplies 15% due to inflation and the professional fees budget due to an increased rate for ESS. We are budgeting EBITDA to be \$4,385,747 and a margin of 13%. We are budgeting a net loss of (\$525,104) because of higher depreciation expenses from the new building. The new services will take time to generate revenue, so we have calculated conservatively the income for FY23.

Kathi Pape motioned based on the recommendation of the Finance Committee approval of the FY23 budget. Denise Addie seconded. Motion carried unanimously.

1. Budget Resolution 22-104

<u>Kathi Pape motioned to approve Budget Resolution 22-104. Denise Addie seconded. Motion carried unanimously.</u>

- E. Fourth Quarter financial report-
 - 1. Resolution 22-110

Serina Bartoo motioned to approve Resolution 22-110. Kathi Pape seconded. Motion carried unanimously.

F. Budget Revision/ Variance FY22- Ming Huang, CFO, the prior year budget was revised in the following ways. In the adjustment column, we increased net patient revenue by \$4,000,000. Salaries and benefits were increased by \$1,000,000, and contract services were increased by \$2,000,000. Supply expenses were increased by \$150,000 and repairs and maintenance increased by \$150,000 due to issues with the old building. Other operating expenses increased due to legal fees and advertising expenses. Taxes increased because of higher revenue.

1. Resolution 22-103

<u>Kathi Pape motioned to approve Resolution 22-103. Katharine Elverum seconded. Motion carried unanimously.</u>

10. Board Quality- Denise Addie, Chairperson

A. Med Staff- Sheila Adams, CNO, reported that there is one new policy for Infection Prevention. It has been approved by the IP and Med Staff committee. The Hep B Vaccine policy was reviewed to be sure it is up to date with State requirements. This has also been approved by the IP and Med Staff committee. The new hire policy has been updated to include the Quantiferon Gold lab test.

Zach Heard reported that the Chaplaincy policy and spiritual needs assessment set the outline for the Chaplaincy program that will be managed by the Ministerial Alliance of Sierra County and the Spiritual Care Committee of the hospital.

- Chaplaincy Program Policy-Policy #850-01-082
- Spiritual Needs Assessment- # F-850-01-82-1
- Coronavirus Disease Guidelines Policy- no Policy#- will be updated into Policy format.
- Criteria for Assessment for TB- Policy # 690-04-012
- Hep B Vaccine program-Policy# 6490-04-2041
- Infection Control Risk Assessment-Policy # F-690-01-016-3
- New Hire Employee-Policy# 690-04-002

<u>Denise Addie motioned based on the recommendation of the Board Quality Committee,</u> approval of all above listed policies and forms. Katharine Elverum seconded. Motion carried unanimously.

11. Administrative Reports

A. Human Resources- U Baker, Interim HR Manager. HR is focused on staff stabilization and policy refinement. Zach and U interviewed a candidate for the plant operations director position. The candidate is the first through an effort to recruit former Military service members. Other key positions include Psychiatrist, LCSW, Nurses/ Nurse Practitioners and Behavioral Health.

We are phasing out contract workers and travelers and doing market rate research to provide competitive pay when updating job descriptions for recruiting.

Turnover rate was 4% for June. There were two terminations, one voluntary and one involuntary. All quality metrics are at 100%. We are following-up on two previous minor workers comp reports. Daily meetings with infection control are in place as several staff members are out with COVID.

Townhall meetings were held recently with all staff. \square did a presentation called the A.R.T. or leadership for all Managers and the A.R.T. of teamwork for all staff members (Accountability. Responsibility. Trust and Teamwork.) Everybody has a responsibility in the hospital to help us achieve the mission and the vision of SVH.

B. Nursing Services- Sheila Adams, CNO, the board approved hiring incentive is still in place and it has been fruitful as we have maintained every RN that was on staff and have hired four new full time RNs. Eight foreign educated RNs will be coming in over the next 18 months.

Education through the HealthStream, JANE, is in progress. This is an assessment that helps to determine strengths and opportunities. LJ and Sheila are working on a process to bring CNAs to SVH.

Bettina Fitzgerald, Infection Preventionist, conducted a hand hygiene campaign in July. Denise Addie, Katharine Elverum, and Greg D'Amour served as judges. Respiratory Therapy has increased the number of outpatient visits and is working on competencies of nursing staff for bi-pap and ventilators. The Trauma program fitted and handed out over 300 life vests over the fourth of July weekend. EMS continues with BLS, ACLS, and PALS for staff and community. EMS completed NRP classes, and one staff demonstrated her competency when a baby was delivered in our ER this month. Preparation for bringing general surgery and GI in-house is ongoing.

Of tests run at SVH, we are at 18% positive. Home tests are not included in our test numbers. Many patients are calling into the clinic to change their appointments to telehealth appointments. We have not had many patients hospitalized, vented, or transferred due to this spike in COVID.

Discussion was held regarding foreign nurses and the possibility of bringing in nurses from Ukraine.

C. CEO Report- Frank Corcoran, CEO, our focus right now is Quality. The QHR joint commission mock survey team is here going through everything to give us a baseline assessment of where we are at now. The Joint Commission standard is higher than the CMS standard and we are aiming for the Joint Commission Standard. There are many reasons for doing this including better patient care, safety and satisfaction and higher compensation. An interim Quality Director is coming at no cost except for travel, to help us get Quality programs up and running. We have a candidate coming in to interview for this position next week.

Dr. Vaidya is doing telehealth visits in the clinic once per week. His service will help us take care of patients who are experiencing issues but can't see their primary care provider because they have no openings for weeks. When the issue is resolved the patient will then continue to see their primary care provider. Arena's neurologist and psychiatrist are almost ready to start. Getting through the credentialing process has been slow.

We have four or five employees out every week with COVID. COVID is spreading faster but the severity is much less. Symptoms are sinus congestion, sore throat, and headache. All employees are being tested every week or if symptomatic, the employee is tested before coming in the building and coming to work.

We will bring the GE contract to the board next month. GE does all of the maintenance on our bio-med equipment. With QHR's help we have negotiated a contract under HPG with GE which will save the hospital money.

The sleep study group that presented to the board a few months ago has provided an estimate of annual revenue based on our data. We have referred 300 patients to sleep over the last three years. That would indicate an annual revenue of \$300,000.

There is good news and bad news regarding malpractice insurance. The good news is that we are a public entity and the new cap at \$7 million doesn't apply to us; we stay at the \$1-3 million. The company that covered us previously has left the state as many others are doing because of the \$7 million coverage. We have found another company to cover us for approximately \$100,000 more. Kathi Pape asked if this should have come before the board. Heather Johnson explained that on July 1 only three companies remained in New Mexico providing medical malpractice insurance for any health care

entity. This is something we could not wait on. This will be an agenda item at the August meeting for ratification.

In July, we had three check forgeries which the bank caught. One was in Florida and two in New York. We have closed that account and opened another. These were accounts payable checks.

D. Governing Board- Bruce Swingle, Chairperson, stated it's been an exciting 30 minutes. Department introductions will resume with the August meeting. Prior to the COVID pandemic a department Manager and selected staff from that department would attend Governing Board meetings, introduce themselves and be recognized and appreciated by the Board.

Motion to Close Meeting:

Bruce Swing read the following:

12. Executive Session – In accordance with Open Meetings Act, NMSA 1978, Chapter 10, Article 15, Section 10-15-1 (H) 2,7,9 including credentialing under NM Review Organization Immunity Act, NMSA Section 41-2E (8) and 41-9-5 the Governing Board will vote to close the meeting to discuss the following items:

10-15-1(H) 2 - Limited Personnel Matters

A. Board Self-Assessment/ Evaluation

B. Credentials

Two-Year Appointment

Roxanne Chan, MD (Onrad)

Bruce Swingle, Chair Frank Corcoran, CEO

10-15-1 (H) 7 - Attorney Client Privilege/ Pending Litigation

A. Risk Report

Heather Johnson

10-15-1 (H) 9 – Public Hospital Board Meetings- Strategic and

A. Annual Compliance Report to Board Members Only

B. QAPI Report

C. QHR Report to Board

D. Old Building Update

Strategic and long-range business plans

Heather Johnson

Sheila Adams, CNO

Erika Sundrud, QHR

Frank Corcoran, CEO

Roll Call to Close Meeting:

BRUCE- Y

KATHI- Y

ART- Y DENISE- Y

KATHARINE- Y

SERINA- Y

SHAWNEE-Y

13. Re-Open Meeting – As required by Section 10-15-1(J), NMSA 1978 matters discussed in executive session were limited only to those specified in the motion to close the meeting.

10-15-1(H) 2 - Limited Personnel Matters

A. Board Self-Assessment/ Evaluation

No Action

B. Credentials

Two-Year Appointment

Roxanne Chan, MD (Onrad)

<u>Katharine Elverum motioned based on the recommendation of the Board Quality Committee</u>, <u>approval of the two-year appointment of Roxanne Chan. Art Burger seconded. Motion carried unanimously.</u>

10-15-1 (H) 7 - Attorney Client Privilege/ Pending Litigation

A. Risk Report

<u>Katharine Elverum motioned based on the recommendation of the Board Quality</u>. <u>Committee, approval of the Risk Report. Art Burger seconded. Motion carried unanimously.</u>

10-15-1 (H) 9 - Public Hospital Board Meetings - Strategic and long-range business plans

A. Annual Compliance Report to Board Members Only

Katharine Elverum motioned to approve the Annual Compliance Report to the Board. Art

Burger seconded. Motion carried unanimously.

B. QAPI Report

Katharine Elverum motioned to approve the Annual Compliance Report to the Board. Art Burger seconded. Motion carried unanimously.

C. QHR Report to Board

No Action

D. Old Building Update

No Action

14. Other

Discussion

Kathi Pape discussed a report that Bret Goebel did for the Governing Board in 2017 after problems with a prior CEO. The board, at that time didn't know a variety of things that were going on and as a result, we ended up with two days cash on hand. It took two to three years to recover both financially and with our workforce. It is important for new board members to understand where we started and where we are now. Bruce Swingle explained, as board members, we have a fiduciary responsibility to the hospital. It was very clear in this report that not all board members at that time had acted with that responsibility.

Kathi stated that when QHR came in, they pointed out all of the deficiencies in every department. They gave us the information to implement the tools we needed to get us to where we are now. This report isn't a good read, but it is an important read.

Next Regular Governing Board meeting will be August 23, 2022 at 12:00. Finance Committee will be on August 23, 2022 at 10:30 and Board Quality will be on August 22 at 12:00.

15. Adjournment

Kathi Pape motioned to adjour	i. Katharine Elverum seconded	. Motion carried	unanimously.
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Recording Secretary, Jennifer Burns	Date of Approval	
Bruce Swingle, Chairperson	_	



Infection Control Authority Board of Directors Medical Staff

In compliance with §485.60(a) The CAH must demonstrate that: (1) An individual (or individuals), who is qualified through education, training, experience, or certification in infection prevention and control, is appointed by the governing body, or responsible individual, as the infection preventionist(s)/infection control professional(s) responsible for the infection prevention and control program and that the appointment is based on the recommendations of medical staff leadership and nursing leadership;

Governance: The Sierra Vista Board of Directors has the ultimate responsibility and accountability for quality of care and services provided by Sierra Vista Hospital and Clinics.

The Medical staff recommends the appointment of Bettina Fitzgerald, RN, BSN along with the Quality Assurance Performance Improvement (QAPI) Committee, as being responsible for the Infection Control program for Sierra Vista Hospital and Clinics.

nfection Control	Date
Chief Nursing Officer	Date
Chief Medical Officer	Date

BSN along with the QAPI Committee, as being resp Vista Hospitals and Clinics.	**
Chief Executive Officer	Date
Chair Board of Directors	Date



Financial Analysis

July 31st, 2022

Days Cash on Hand for July2022 are 148 (146 available)
Accounts Receivable Net days are 27
Accounts Payable days are 43

Hospital Excess Revenue over Expense

The Net Income for the month of July was (\$156,978) vs. a Budget Income of (\$44,598).

Hospital Gross Revenue for July was \$4,713,301 or \$72,184 more than budget. Patient Days were 108 - 29 more than June. RHC visits were 539 - 11 more than June, Outpatient Visits were 1162 - 318 more than June, and ER visits were 757 - 9 more than June.

Revenue Deductions for July were \$2,525,973.

Other Operating Revenue was \$170,035 or \$38,179 less than budget.

Non-Operating Revenue was \$148,126 or \$27,185 less than budget.

Hospital Operating Expenses for July were \$2,262,496. Compared to June, Contract Services decreased by \$85,265, but salary expenses increased by \$107,250.

EBITDA for July was \$243,051 vs. a Budget of \$372,488.

The Bond Coverage Ratio in July was 177% vs. an expected ratio of 130%.

Sierra Vista Hospital KEY STATISTICS July 31, 2022

		II A CONTRACTOR										
Actual	Budget	Variance to				OHR 75th	BENCHMARK RANGE HR 7Sth OHR 50th			YEAR TO DATE	u	
7/31/22	7/31/22	Budget	Prior Year 7/31/21	Variance to Prior Year				Actual 7/31/22	Budget 7/31/22	Variance to Budget	Prior Year 07/31/21	Variance to Prior Year
					DESCRIPTION	100						
					Growth							
					Net Patient Revenue Growth Rate	%9	2%	%0				
					Admissions							
18	27	(6)	32	(14)	Acute	9/	4	18	72	(6)	32	(14)
4	ĽΩ	(1)	4	2	Swing	6	9	4	ıs	(1)	4	
22	32	(10)	36	(14)	Total Admissions	22	25	22	32	(10)	36	(14)
4.9	4.8	0.1	4.6	0.3	ALOS (acute and swing)	89	4.0	4.9	4,	0	4.6	0.30
108	154	(46)	166	(58)	Patient Days (acute and swing)			108	154	(46)	166	(58)
1,162	1,114	48	882	280	Outpatient Visits	4,621	2,664	1,162	1,114	48	882	280
539	209	(89)	171	(232)	Rural Health Clinic Visits	1,962	1,597	539	209	(89)	111	(232)
757	299	8	672	\$5	ER Visits	880	681	757	299	06	672	85
2%	4%	-1.7%	2%	-2%	ER Visits Conversion to Acute Admissions	10%	%9	2%	4%	-2%	2%	-2%
					Surgery Cases							
'	ı	1	,	f	Inpatient Surgery Cases	22	11	•	1	1	ľ	(2)
	1	•	ı	·	Outpatient Surgery Cases	129	92	•	•	,	20	(20)
•	1			ŧ	Total Surgeries	151	26	•	•		75	(75)
					Profitability							
10%	15%	-5%	21%	-12%	EBITDA % Net Rev	7%	4%	10%	15%	-5%	21%	-12%
%9-	15%	-21%	%9	-12%	Operating Margin %	2%	2%	%9-	15%	-21%	89	-12%
54%	46%	%œ	20%	4%	Rev Ded % Net Rev	47%	20%	54%	46%	8%	20%	4%
%8 8	2%	%9	11%	.2%	Bad Debt % Net Pt Rev	2%	89	%	2%	89	11%	-2%
						83%	78%	94%			93%	1%
\$ 12,854			\$ 8,514	\$4,340	Gross Patient Revenue/Adjusted Admission			\$12,854			\$8,514	\$4,340
Ų,	200	è	4	51,710	Net Patient Revenue/Adjusted Admission			\$5,966			\$4,256	\$1,710
807 1	404 1801	889	8/9	%	Salaries % Net Pt Rev	35%	40% %	43%	40%	3%	37%	%9
8	8/	8	989	2%	Benefits % Net Pt Rev	11%	12%	×	7%	%0	%9	2%
89	880	-5%	%9	%0	Supplies % Net Pt Rev	10%	13%	%9	8%	-2%	%9	960
					Cash and Liquidity							
148					Days Cash on Hand	236	106	148			153	(5)
8					A/R Days (Gross)	47	22	80			34	4
177					A/R Days (Net)	41	53	27			02	7
4 r					Days in AP	OR "		43			26	17
					Cuitent Natio	4:3	7.0	n n			C:7	3.4

Sierra Vista Hospital STATISTICS by Month July 31, 2022 (SUBJECT TO AUDIT)

	40100											
	6/30/2023	6/30/2023 5/31/2023	4/30/2023	3/31/2023	2/28/2023	Month Ending 1/31/2023	Month Ending 12/31/2022	Month Ending 11/30/2022	Month Ending 10/31/2022	Month Ending 9/30/2022	Month Ending 8/31/2022	Month Ending 7/31/2022
Description			7									
Admissions												
Acute												2
Swing												2
Total Admissions		•	•		•	٠	٠	٠		•	•	22
ALOS (acute and swing)		#DIV/Oi	#DIV/OI	#DIV/OI	#DIV/OI	#DIV/01	DIV/0) #DIV/0)	#UNION	#DIV/UI	#DIV/OI	#DIV/OIL	40
Patient Days (acute and swing)												e e
Outpatient Visits												1631
Rural Health Clinic Visits												201,1
ER Visits												757
ER Visits Conversion to Acute Admissions	#DIV/0I	#DIV/0!	#DIV/0!	#DIV/OI	#DIV/01	#DIV/O	#DIV/0!	#DIV/0i	#DIV/OI	#DIV/0I	#DIV/03	2%
Surgery Cases		, 110 CA14		***	the same of the same of		41 TO 10 W AND 10	district and district and	The State of		a Contract of	
Inpatient Surgery Cases	•	,				5						
Outnotiont Surgary Cases	ı								•	,	•	
Tabel Committee	•			5.5			•	9		•		•
Callagian Callagia				,							•	•
Profitability						STREET, SQUARE, SQUARE						
EBITDA % Net Rev	#DIV/0[#DIV/0{	#DIV/0I	#DIV/0i	#DIV/01	#DIV/DI	#DIV/0I	#DIV/01	#DIV/OI	#DIA/OI	#DIV/0	10%
Operating Margin %	#DIV/0i	#DIV/0i	#DIV/01	#DIV/0i	#DIV/0[#DIV/0!	#DIV/01	#DIV/0i	#DIV/Oi	#DIV/OI	#DIV/Oi	-6%
Rev Ded % Net Rev	#DIV/OI	#DIV/0!	#DIV/0i	#DIV/OI	#DIV/Gi	#DIV/0!	#DIV/OI	#DIV/Oi	#DIV/Oi	#DIV/01	#DIV/OI	767
Bad Debt % Net Pt Rev	#DIV/0i	#DIV/0[#DIV/01	#DIV/0i	#DIV/0i	#DIV/OI	#DIV/Oi	#DIV/0i	i0/AIQ#	#DIV/01	#DIV/OI	8
Outpatient Revenue %					,	•						%p6
Gross Patient Revenue/Adjusted Admission	#DIV/0I	#DIV/OI	#DIV/0!	#DIN/Oi	#DIV/0i	#DIV/0i	#DIV/0	#DIV/0I	#DIV/0I	#DIV/OF	#DIV/OF	\$ 12.854
Net Patient Revenue/Adjusted Admission	#DIV/OI	#DIV/0!	i0/AIQ#	#DIV/0i	#DIV/0i	#DIV/Oi	#DIV/0!	#DIV/OI	#DIV/OI	#DIV/01	#DIV/OI	2,966
Salaries % Net Pt Rev	#DIV/0i	#DIV/0i	#DIV/OI	#DIV/0i	#DIV/OI	#DIV/0!	#DIV/OI	#DIV/QI	#DIV/0i	#DIV/OI	#DIV/OI	43%
Benefits % Net Pt Rev	#DIV/0i	#DIV/OI	#DIV/0i	#DIV/OI	#DIV/OI	#DIV/OI	#DIV/OI	#DIV/O	#DIV/OI	IO/AIO#	#DIV/OI	×
Supplies % Net Pt Rev	io/AlO#	#DIV/0!	#DIV/01	#DIV/0i	#DIV/0i	#DIV/0I	#DIV/OI	#DIV/01	#DIV/OI	#DIV/OI	#DIV/OI	% 9
Cash and Liquidity												
Days Cash on Hand												Į,
A/R Days (Gross)	g -1			, ,		• 1		0 (1	1 0	•		148
A/R Days (Net)	٠	٠			' (ř				•	20 1 m
Days in AP	25		- 16			• •						127
Current Ratio	#DIA/0i	#DIV/OI	#DIV/OI	#DIV/01	#DIV/OI	#DIV/OF	#DIV/OI	- WDIV/01	י יטיאוט#	, יייטאור	#DIV/Of	44 n
							2/4/2	100	10 A LO	#DIAZO	#DIA/OI	กั

Sierra Vista Hospital
TWELVE MONTH STATISTICS
July 31, 2022
(SUBJECT TO AUDIT)

(SUBJECT TO AUDIT)												
	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month
	7/31/2022	6/30/2022	5/31/2022	4/30/2022	3/31/2022	2/28/2022	1/31/2022	12/31/2021	11/30/2021	10/31/2021	9/30/2021	Engling 8/31/2021
Description												
Admissions												
Acute	18	23	18	18	22	23	37	31	38	32	22	
Swing	4	m	7	2	S	m	80	7	m	4	'n	
Total Admissions	22	92	20	20	72	26	45	38	41	36	27	
ALOS (acute and swing)	4.9	3.0	5.5	4.9	5.2	5.3	3.8	5.3	4.1	6.2	9.9	5.1
Patient Days (acute and swing)	108	79	109	26	141	139	172	202	170	223	177	
Outpatient Visits	1,162	844	923	1,105	362	1,032	1,463	1,014	1,169	1,467	1,343	•
Rural Health Clinic Visits	539	528	547	299	661	545	557	511	069	704	889	546
ER Visits	757	748	757	639	650	534	929	644	678	618	601	793
ER Visits Conversion to Acute Admissions	2%	3%	7%	3%	3%	4%	2%	5%	%9	2%	4%	4%
Surgery Cases						Time .				The state of the s		K
Inpatient Surgery Cases	•		ı	•		1	•		1	4	,	,
Outpatient Surgery Cases	,	•	,	•	ŧ	1	1	•	1	1	ı	ı
Total Surgeries	•	٠		,		1						
Profitability	N. de Cartel . Inches						NAME AND ADDRESS OF	-		STATE OF THE PERSON NAMED IN	TAXABLE PARTITION OF REAL PROPERTY.	-
FRITDA % Not Rev	70 0 1	98	700.	8	7	1	No.					
Charles Marris &	200	800	2CT-	R a	27.	رب در	%/7	9497	42%	24%	17%	29%
	80	80.7	-32.0%	K9.0-	-3.7%	-24%	13%	16%	32%	11%	1%	15%
Key Ded % Net Rev	24%	53%	20%	20%	46%	26%	37%	41%	44%	40%	47%	47%
Bad Debt % Net Pt Rev	% %	8.4%	3.1%	4.7%	2.3%	7%	1%	%9	3%	3%	89	%
Outpatient Revenue %	94%	93%	95%	91%	92%	86%	84%	86%	84%	89%	868	%68
Gross Patient Revenue/Adjusted Admission	\$ 12,854	_	\$ 11,779	19,015	\$ 12,196 \$	19,250	15,136	\$ 15,418	\$ 17,278	\$ 13,282	\$ 17,028	\$ 14,503
Net Patient Revenue/Adjusted Admission	\$ 5,966	\$ 5,295	\$ 5,943	9,934	\$ 6,607 \$	8,546	9,547	560'6	\$ 9,739	\$ 8,029	\$ 8,968	Z 7.692
Salaries % Net Pt Rev	43%	45%	37%	38%	40%	29%	37%	38%	36%	38%		35%
Benefits % Net Pt Rev	7%	%	7%	11%	8%	10%	7%	7%	89	7%	7%	8
Supplies % Net Pt Rev	%9	10%	2%	%9	% 00	%6	5%	7%	%0	%	7%	8 %
Cash and Liquidity				Name and Published				NORTH PROPERTY.			The same of the sa	
Days Cash on Hand	148	167	162	168	172	181	185	179	174	165	166	165
A/R Days (Gross)	38	38	41	39	38	39	41	39	41	39	00	98
A/R Days (Net)	27	22	56	25	26	29	31	26	27	22	22	22
Days in AP	43	32	45	25	27	33	30	24	32	32	24	26
Current Ratio	5.9	4.8	4.2	4.5	4.3	4.2	4.7	4.6	4.3	4.0	4.1	4.0

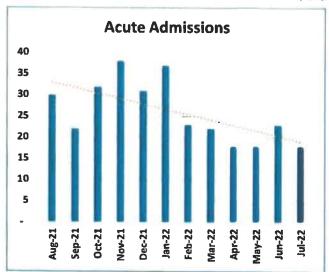
Sierra Vista Hospital Detailed Stats by Month 7/31/2022

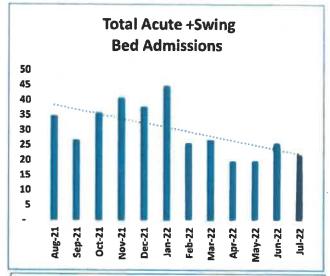
Nonth	#DIV/0! #DIV/0!	#DIV/OI #DIV/OI #DIV/OI	#DIV/0 #DIV/0	#DIV/0	Month Ending 12/31/2022 #DIV/01	#DIV/01	Month Ending 10/31/2022 9 4/20/01 4/20/01	#DIV/01 #1	#DIV/01	7/33/2022 64 44 1,545 1,545 3.8 8 8 8 8 8 8 8 8 4 4 4 4
ent Days 64 64 Patient Days 44 44 1,545 1,545 - 1,545 1,545 - 18 18 18 17 17 17 1,545 1,545 - 24 24 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 568 568 3.0 3.0 3.0 #DIV/OI 104 4 4 4 4 4 4 4 4 4 4 4 757 757 16 16 16 71 71 71 71 71 71 72 757 73 339 339 90 90 90 1,162 1,162 1,162 1,162 1,162 1,162	#BIV/0i				#DIV/01					64 44 1,545 17 1,545 1,545 1,545 1,545 3.8 8 8 8 8 8 8 8 44
### Days 64 64 ### 1,545 1,545 ### 1,545 1,545 ### 1,545 1,545 ### 1,545 1,545 ### 1,144 ### 1,144 ### 1,144 ### 1,144 ### 1,144 ### 1,144 ### 1,144 ### 1,144 ### 1,144 ### 1,144 ### 1,144 ### 1,144 ### 1,144 #### 1,144 #### 1,144 #### 1,144 #### 1,144 #### 1,144 ##### 1,144 #################################	IO/AIG#		10/AIG#	10/Aig#	#DIV/01	10//10#			- DIV/0I	64 44 1,545 13 1,545 1,545 1,545 3.8 8 8 8 8 8 8 8 44 44
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64 64 18 18 17 17 1545 1,545 3.8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 3.0 3.0 3.0 1,046 1,046 11.0 11.	#DIV/01		#DIV/0I #DIV/0I	#DIV/0I	#DIV/01 #DIV/01	#DIV/01			DIV/OI	644 1,545 1,545 1,545 1,045 1,
64 64 18 18 17 17 1,545 1,545 3.8 3.8 3.8 9 9 9 9	IO/AIG#		#DIV/0I	10/\ig#	#DIV/01	#DIV/01			DIV/OI	64 18 1,545 1,545 3.8 8 8 8 8 8 8 568 44
18 18 17 17 1,545 3.8 3.8 3.8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 9 8 8 8 3.0 3.0 3.0 1.046 1,044 4,44 4,44 4,44 4,44 4,44 4,44 4,4	10/AIG#		#DIV/0I #DIV/0I	I0/Aig#	#DIV/01	#DIV/01			01//01	18 1,545 1,545 3.8 8 8 8 8 8 8 8 44 44
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1,545 1,545 1,545 3.8 3.8 3.8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	#DIV/01		#DIV/0I	10/AIG#	#DIV/OI	10/A10#			DIV/OI	1,545 3.8 3.8 8 8 568 3.0
3.8 3.8 3.8 3.8 3.8 3.8 3.0 3.0 3.0 3.0 3.0 3.0 3.0 3.0 3.0 3.0	#DIV/0I		#DIV/0I	10/\101#	#DIV/OI #DIV/OI	#DIV/01			IO/AIG	3.68 8.68 3.00 44
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24 24 24 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	#DIV/01		#DIV/01	IO/AIQ#	#DIV/DI	#DIV/OI			Jo//OI	24 3.0 3.0 44
8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	IQ/AIG#		#Div/0I	IO/NG#	lo/NO#	IO/NG#	3		Io//oI	24 3.0 3.0 4.4
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3.0 3.0 3.0 edicare/Other) 44 44 44 44 44 44 44 44 44 44 44 4	#DIV/OI		#DIV/0I	#DI //OI	#DIV/0I	#DIV/01	3		IO//OI	3.0
adicare/Other) 44 44 44 44 44 1,046 11.0 11.0 11.0 11.0 11.0 11.0 11.0 12.7 75.7 75.7 75.7 75.7 75.7 76.7 16 16 16 16 16 16 16 16 16 1							3	8		44
44 44 44 4 4 4 4 4 4 4 4 1,046 1,046 11.0 11.0 35 35 35 19 19 19 831 831 757 757 757 757 16 16 71 71 71 71 72 329 329 90 90 1,162 1,162 44 44										44 4
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11.0 11.0 35 35 36 19 831 831 757 757 16 16 71 71 71 71 8329 329 90 90 1,162 1,162 444 444										₹
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35 19 831 831 16 757 71 71 71 71 71 71 71 71 71 71 71 71 71	#UNA\UI	#DIA/OID#	#DIA/OI	#DIA/Oi	#Div/oi	#DIA/OI	lo/Aig#	#DIV/OI #I	#DIV/OI	11.0
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539										539
Avg Visits per day 25 25										25
Behavioral Health									-	
Patlents Seen 190 190										400

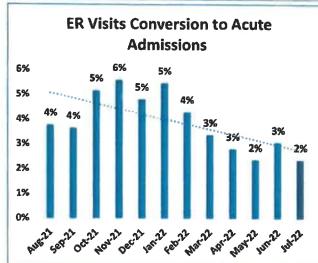
Sierra Vista Hospital
Detailed Stats by Month
7/31/2022
(SUBJECT TO AUDIT)

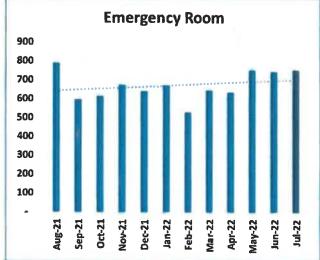
						(SUBSECT TO AUDIT)	HODII)							
			Month	Month	Month	Month	Month		Month		Month	Month	Month	Month
		Avg	Ending	Ending	Ending	Ending	Ending			Ending	Ending	Ending	Ending	Ending
	FY2023	FY2023	6/30/2023	5/31/2023	4/30/2023	3/31/2023	2/28/2023	1/31/2023			10/31/2022	9/30/2022	8/31/2022	7/31/2022
Dietary														
Inpatient Meals	828	828												828
Outpatient Meals	128	128												128
Cafeteria Meals	2,729	2,729												2.729
Functions	170	170												170
Laboratory														The same
In-house Testing	18,229	18,229												18,229
Sent Out Testing	488	488												488
Orugscreens	70	02												20
Physical Therapy														
PTVisits	283	283												283
Tx Units	1,071	1,071												1,071
Outpatient	44	44												4
Inpatient	43	43												43
Radiology														
X-Ray Patients	442	442												442
CT Patients	288	288												288
Uftrasound Patients	125	125												125
Mammogram Patients	44	44												44
MRI Patients	54	54												54
Nuclear Medicine Patients DEXA	us en	uo en												Φ 0
Surgery				No. According		To the same	The state of		The Party of the P	The state of	The second second	September 5	The same	
Surgical Procedures - OR	•	Ŧ	,			4)			1			•		
Gr Lab Scopes	a)	,	,	•	•		,	i,		•		٠	٠	
Major Surgery	•	•	,	•	,	•	1	,	,	•	•	,	Þ	,
Minor Surgery Under TIVA/Sedation		1			ŧ		,	•	•	,	•	•		•
Inpatient Procedures		,	•	0	,	,	,		•	,		٠		•
Outpatient Procedures								,	,	,		,	-	•
									1					

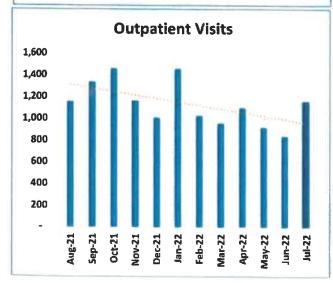
Volume Trends

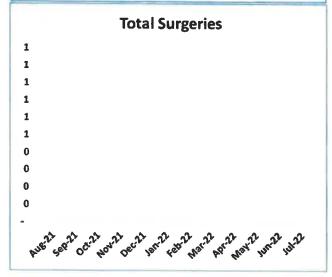












Sierra Vista Hospital INCOME STATEMENT July 31, 2022

			MONTH						YEAR TO DATE		
_	Actual 7/31/22	Budget 7/21/77	Variance to	Prior Year	Variance to		Actual	Budget	Variance to	Prior Year	Variance to
			130000	the first	1011	perceiona	1/37/27	1/31/76	Buoger	1/31/21	Prior Year
ŀ						DESCRIPTION					
^	4,/13,301	\$ 4,641,117	\$ 72,184	\$ 4,378,529	\$334,772	Gross Patient Revenue	\$ 4,713,301	\$ 4,641,117	\$ 72,184	\$ 4,378,529	\$334,772
⟨\$	2,240,286	1,950,025	290,260	1,866,683	\$373,603	Contractual Allowances	2.240.286	1.950.025	290.260	1 866 683	¢372 £03
45	197,240	134,708	62,532	258,100	(\$60,859)	Bad Debt	197.240	134,708	62.532	258.100	(\$60.859)
S	88,447	60,323	28,124	64,939	\$23,508	Other Deductions	88,447	60,323	28,124	64,939	23.508
₩.	2,525,973	\$ 2,145,056	\$ 380,916	\$ 2,189,721	\$ 336,251	Total Revenue Deductions	\$ 2,525,973	\$ 2,145,056	\$ 380,916	\$ 2,189,721	\$ 336.251
₩	88	18,162	(18,104)	35	(\$34)	Other Patient Revenue	85	18,162	(18,104)		
₩.	2,187,386	\$ 2,514,222	(326,836)	\$2,188,899	(\$1,513)	Net Patient Revenue	\$ 2,187,386	\$ 2,514,222	(326,836)	\$ 2,188,899	\$ (1.513)
	46%	54%	(%8)	20%	(4%)	Gross to Net %	46%	54%		20%	
٠,	170,035	208,214	(38,179)	222,480	(\$52,445)	Other Operating Revenue	170,035	208,214	(38,179)	222.480	(52,445)
υ	148,126	175,911	(27,785)	133,531	\$14,595	Non-Operating Revenue	148,126	175,911	(27,785)	133,531	14,595
s	2,505,546	\$ 2,898,347	(392,801)	\$ 2,544,910	(39,363)	Total Operating Revenue	\$ 2,505,546	\$ 2,898,347	(392,801)	\$ 2,544,910	(39,363)
						Expenses					
S.	1,120,320	\$1,198,972	(\$78,652)	\$959,681	\$160,639	Salaries & Benefits	\$1,120,320	\$1,198,972	(78,652)	\$929,681	\$160,639
٠.	934,466	1,004,964	(10,498)	811,543	122,923	Safaries	934,466	1,004,964	(70,498)	811,543	122,923
ς.	159,461	174,769	(15,308)	123,079	36,382	Benefits	159,461	174,769	(12,308)	123,079	36,382
v.	26,393	19,239	7,154	52'028	1,334	Other Salary & Benefit Expense	26,393	19,239	7,154	25,059	1,334
S.	130,212	192,086	(61,874)	140,705	(10,493)	Supplies	130,212	192,086	(61,874)	140,705	(\$10,493)
s ·	635,487	206,788	(71,301)	106'612	115,586	Contract Services	635,487	706,788	(71,301)	519,901	\$115,586
s ·	180,368	214,586	(34,219)	170,411	6,957	Professional Fees	180,368	214,586	(34,219)	170,411	\$9,957
\$	10,421	7,725	2,695	3,044	778'1	Leases/Rentals	10,421	7,725	2,695	3,044	\$7,377
<u>٠</u>	50,859	36,713	14,146	43,203	959'2	Utilities	50,859	36,713	14,146	43,203	\$7,656
vs ·	30,142	54,250	(24,108)	51,279	(21,138)	Repairs / Maintenance	30,142	54,250	(24,108)	51,279	(\$21,138)
s ·	77,783	76,661	1,121	68,875	8,907	Insurance	77,783	76,661	1,121	68,875	\$8,907
'n	26,905	38,079	(11,173)	41,672	(\$14,766)	Other Operating Expenses	56,905	38,079	(11,173)	41,672	(\$14,766)
	\$2,262,496	\$2,525,860	(\$263,364)	1,998,770		Total Operating Expenses	\$2,262,496	\$2,525,860	(\$263,364)	\$1,998,770	\$263,726
	\$243,051	\$372,488	(\$129,437)	\$546,140	(\$303,089.05)	EBITDA	\$243,051	\$372,488	(\$129,437)	\$546,140	(\$303,089)
	10%	13%	(3%)	21%	(12%)	EBITDA Margin	10%	13%	(3%)	21%	(12%)
_	6					Non - Operating Expenses					
<u>۸</u> ۱	284,500	\$294,249	(\$9,749)	\$275,653	\$8,847	Depreciation and Amortization	284,500	\$294,249	(9,749)	\$275,653	\$8,847
ሱ ‹	73,406	179'51	(52,222)	/3,514	(\$108)	Interest	73,406	75,627	(2,222)	\$73,514	(\$108)
n	42,123	47,209	(52,086)	46,448	(\$4,325)	Tax/Other	42,123	47,209	(2,086)	\$46,448	(\$4,325)
	\$400,029	\$417,086	(\$17,057)	\$395,615	\$4,414	Total Non Operating Expense	\$400,029	\$417,086	(\$17,057)	\$395,615	\$4,414
	(\$156,978)	(\$44,598)	(\$112,380)	\$150,525	(\$307,503)	NET INCOME (LOSS)	(\$156,978)	(\$44,598)	(\$112,380)	\$150,525	(\$307,503)
	(9%9)	(5%)	(2%)	89	(12%)	Net income Margin	(9%)	(5%)	(2%)	%9	(12%)

Slerra Vista Mospital INCOME STATEMENT by Month July 31, 2022

	Month Ending 6/30/2023	Month Ending 5/31/2023	Month Ending 4/30/2023	Month Ending 3/31/2023	Month Ending 2/28/2023	Month Ending	Month Ending	Month Ending				
Description												
Revenues Gross Patient Revenue											v	A 713.301
Revenue Deductions											•	
Contractual Allowances												2,240,286
Bad Debt Other Deductions												197,240
Total Revenue Deductions	5	\$, ,	, ,		200	,	,			88441
Other Patient Revenue										7		6,5,5373
Net Patient Revenue	\$	5	\$	\$. \$	5 1	\$		5	5	,	,	2.187.3
Gross to Net %	IO/AIGH	#DIV/OF	WOIN/OI	10//104	10%NOR	#ON/OF	*DIV/BI	#DM/101	In/wide	**************************************	10/200	
Other Operating Revenue												170,035
Non-Operating Revenue	,											148,126
Own Operating Revenue	2			2	5	-			4	5	\$	2,505,546
Expenses Salaries & Benefits	S	\$0	95	8	\$	\$	95	8	S	\$	8	\$1,120,320
Salaries												934,466
Other Salary & Benefit Expense												159,461
Supplies												130,212
Contract Services												635,487
Leases/Rentals												180,368
Utilities												50.859
Repairs / Maintenance												30,142
insurance Other Operating Expanses												87,77
Total Operating Expenses	80	95	95	95	90	8	9.	95	95	8	\$0	\$2,262,496
BITDA	50	\$	05	95	30	3	95	95	98	195	3	\$243.051
EBITDA Maryin	10//10#	#DIV/01	#DIV/OF	#DIV/01	#DIV/OI	#DIV/OI	#DIA/OF	PDIV/01	10/AIG#	#DIV/01	#DIV/01	10%
Non - Operating Expenses Depreciation and Amortization Interest TAX/Other												5284,500
Total Non Operating Expenses	8.	8	8	05	Q.	9.	95	3.	S	90	0\$	\$400,029
NET INCOME (LOSS)	93	05	8	3.	05	3.	9	93	8	98	50	(\$156.978)
Net Income Margin	MDIV/01	IO/AUG#	#DIA/OI	#DIV/DI	HDIV/OI	#fiv/of	#DiV/01	work/er	#DIV/OI	#DIV/OI	#DIV/G	(969)
												I

Sierra Vista Hospital TWELVE MONTH INCOME STATEMENT Jufy 31, 2022

	Month Ending 7/31/2022	Month Ending 6/30/2022	Month Ending 5/31/2022	Month Ending 4/30/2022	Month Ending 3/31/2022	Month Ending 2/28/2022	Month Ending 1/31/2022	Month Ending 12/31/2021	Month Ending 11/30/2021	Month Ending 10/31/2021	Month Ending 9/30/2021	Month Ending 8/31/2021
Description				William III			100					
Revenues											ı	ı
Gross Patient Revenue Revenue Deductions	\$ 4,713,301	\$ 4,213,781 \$	\$ 4,711,436	5 4,225,491	5 4,116,284	\$ 3,575,083	\$ 4,257,015	\$ 4,185,011	\$ 4,427,493	\$ 4,346,694	\$ 4,179,687	\$ 4,614,742
Contractual Allowances	2,240,286	1,934,982	2,148,729	2,054,060	1,733,039	1,831,356	1,473,918	1,529,498	1,782,904	1,566,157	1,782,484	1,899,262
Bad Debt	197,240	180,600	77,177	107,657	52,445	124,185	30,998	147,779	88,057	74,595	151,690	211,136
Other Deductions	88,447	132,022	108,432	58,653	101,839	34,833	69,482	36,850	65,154	78,507	44,813	59,296
Total Revenue Deductions	\$ 2,525,973	\$ 2,247,604	\$ 2,334,337	\$ 2,220,370	\$ 1,887,323	\$ 1,990,374	\$ 1,574,398	\$ 1,714,126	\$ 1,936,115	\$ 1,719,259	\$ 1,978,988	\$ 2,169,694
Other Patient Revenue	58	471	12	202,366	761	2,439	2,411	(2,256)	4,236	223	519	2,368
Net Patient Revenue	\$ 2,187,386	\$ 1,966,649	\$ 2,377,111	\$ 2,207,487	\$ 2,229,722	\$ 1,587,148	\$ 2,685,027	\$ 2,468,629	\$ 2,495,613	\$ 2,627,658	\$ 2,201,219	\$ 2,447,416
Gross to Net %	46%	46.7%	20%	25%	54%	44%	% E9	29%	26%	%09	53%	53%
Other Operating Revenue	170,035	244,617	(764,593)	253,020	229,154	407,705	236,475	245,623	257,456	234,590	245,827	244,398
Non-Operating Revenue	- 1	321,334	538,200	- 1	- 1	126,373	136,923	524,485	1,111,105	136,001	156,687	133,565
Total Operating Revenue	\$ 2,505,546	\$ 2,532,599	\$ 2,150,719 \$	\$ 2,668,394 \$	2,669,027	\$ 2,121,225	\$ 3,058,426	\$ 3,238,738	\$ 3,864,174	\$ 2,998,249	\$ 2,603,732	\$ 2,825,379
Expenses												
Salaries & Benefits	1,120,320	1,016,942	1,075,424	1,130,204	1,071,947	1,090,915	1,187,631	1,115,403	1,062,747	1,190,167	1,083,081	1,010,393
Salaries	934,466	827,216	883,393	841,508	884,152	935,149	994,277	933,787	897,931	994,453	904,957	849,049
Benefits	159,461	165,628	172,534	251,025	174,881	150,964	184,486	168,877	148,603	185,508	164,910	140,321
Other Salary & Benefit Expense	26,393	24,098	19,497	37,671	12,915	4,802	8,868	12,739	16,213	10,207	13,214	21,024
Supplies	130,212	191,130	123,361	137,324	186,932	145,782	135,106	180,104	192,722	203,136	158,083	156,134
Contract Services	635,487	720,752	820,249	797,908	713,877	581,223	533,176	590,882	579,918	489,167	546,796	423,407
Professional Fees	180,368	178,417	180,370	178,417	180,370	174,511	180,370	180,370	178,580	180,370	176,796	176,122
Leases/Rentals	10,421	9,125	4,921	9,571	11,210	3,103	6,377	12,959	7,323	8,575	4,667	9,449
Utilities	50,859	49,790	48,261	36,822	30,623	32,989	32,182	33,143	32,255	44,155	30,910	43,942
Repairs / Maintenance	30,142	63,485	60,516	41,785	56,795	94,507	48,475	47,157	96,695	44,792	58,542	58,903
Insurance	77,783	67,825	68,149	68,351	67,827	68,149	70,297	66'69	39,655	68,910	68,546	69,580
Other Operating Expenses	26,905	43,903	46,048	40,398	36,002	33,489	43,145	92,642	34,089	37,067	29,879	52,162
Total Operating Expenses	\$2,262,496	\$2,341,368	\$2,427,299	\$2,440,778	\$2,355,583	\$2,224,667	\$2,236,758	\$2,322,599	\$2,223,984	\$2,266,338	\$2,157,300	\$2,000,093
ЕВІТОА	\$243,051	\$191,231	(\$276,579)	\$227,616	\$313,444	(\$103,442)	\$821,667	\$916,139	\$1,640,190	\$731,911	\$446,432	\$825,285
EBITDA Margin	10%	7.6%	-13%	% 6	12%	%S-	27%	28%	42%	24%	17%	29%
Non - Operating Expenses		1	000	0000	6							
Depreciation and Amortization	284,500	309,965	290,430	290,430	289,899	288,723	288,751	289,084	288,362	288,341	312,727	275,153
Interest	73,406	73,415	75,591	75,735	73,442	73,451	73,460	73,469	75,914	73,487	73,496	76,073
Tax/Other	42,123	54,948	44,937	45,004	47,582	44,305	47,309	51,431	41,521	55,051	44,271	43,288
Total Non Operating Expenses	\$400,029	\$438,327	\$410,958	\$408,169	\$410,923	\$406,479	\$409,521	\$413,984	\$405,798	\$416,879	\$430,493	\$394,515
NET INCOME (LOSS)	(\$156,978)	(\$247,096)	(\$687,537)	(\$180,554)	(\$97,479)	(\$509,921)	\$412,147	\$502,154	\$1,234,392	\$315,032	\$15,939	\$430,771
Net Income Margin	(%9)	(9.8%)	(32%)	(2%)	(4%)	(24%)	13%	791	32%	11%	1%	15%

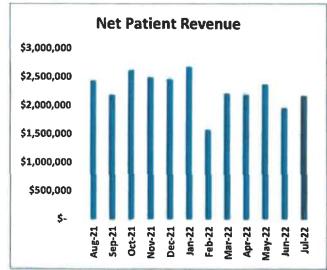
Sierra Vista Hospital BALANCE SHEET July 31, 2022

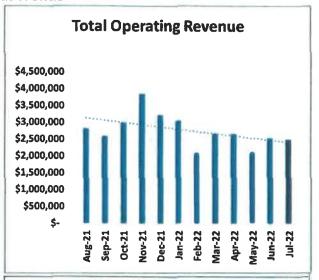
5	July 31, 2022	DESCRIPTION	~	June 30, 2022
	(Unaudited)	Assets		(Unaudited)
	THE REAL PROPERTY AND ADDRESS.	Current Assets	STATE OF THE PARTY.	THE WATER
\$	11,428,698	Cash and Liquid Capital	ş	11,856,113
43	126,972	US Bank Clearing	\$	536,890
43-	11,555,670	Total Cash	*	12,393,003
·s	6,106,926	Accounts Receivable - Gross	€/A	5,391,266
\$	4,053,349	Contractual Allowance	۷۸ —	3,689,594
4	2,053,577	Total Accounts Receivable, Net of Allowance	*	1,701,672
v,	946,677	Other Receivables	s,	836,550
s	648,206	Inventory	s	596,544
s	714,451	Prepaid Expense	ss.	183,210
s	15,918,581	Total Current Assets	w,	15,710,979
		Long Term Assets		
S	53,827,497	Fixed Assets	\$	53,822,297
43	15,348,098	Accumulated Depreciation	٠	15,063,598
\$	954,129	Construction in Progress	45	954,129
*	39,433,528	Total Fixed Assets, Net of Depreciation	₹\$	39,712,828
*	39,433,528	Total Long Term Assets	40-	39,712,828
43	2,226,887	New Hospital Loan	**	3,547,883
45	57,578,995	Total Assets	40	58,971,690
		Liabilities & Equity		
		Current Liabilities		The second second
ş	1,676,257	Account Payable	44	1,242,814
ş	366,820	Interest Payable	s	1,221,498
\$	41,187	Accrued Taxes	45	48,661
\$	641,244	Accrued Payroll and Related	\$	842,615
₩.	(20,000)	Cost Report Settlement	4s	(20,000)
S	2,675,508	Total Current Liabilities	4A	3,305,589
		Long term Liabilities		Market Sept.
	25,405,783	Long Term Notes Payable	\$	25,984,657
\$	25,405,783	Total Long Term Liabilities	₩.	25,984,657
₩.	391,462	Unapplied Liabilities	103	426,432
s,	324,567	Capital Equipment Lease	45	326,293
45	28,797,320	Total Liabilites	w	30,042,970
s	28,938,653	Retained Earnings	45	29,175,816
•	(126,978)	Net Income	w	(247,096)
4/1	57,578,995	Total Liabilities and Equity	45	58,971,690

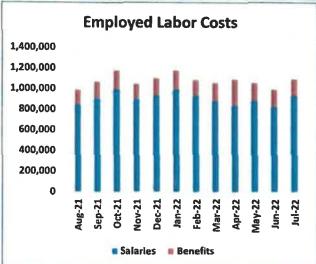
Sierra Vista Hospital BALANCE SHEET by Month July 31, 2022

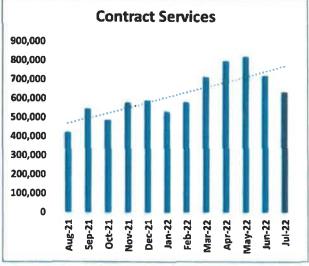
	Month Ending 6/30/2023	Month Ending 5/31/2023	Month Ending 4/30/2023	Month Ending 3/31/2023	Month Ending 2/28/2023	Month Ending 1/31/2023	Month Ending 12/31/2022	Month Ending 11/30/2022	Month Ending 10/31/2022	Month Ending 9/30/2022	Month Ending 8/31/2022	Month Ending 7/31/2022
Assets												
Current Assets			NAME OF TAXABLE PARTY.									
Cash and Liquid Capital US Bank Clearing Total Cash	\$0	9\$	S.	0\$	0\$	0\$	0\$	oş.	oş.	0\$	ક્ર	11,428,698 126,972 \$11,555,670
Accounts Receivable - Gross Contractual Allowance Total Accounts Receivable, Net of Allowance	105	vs.	· ·	•	· ·	1	,	, , , , , , , , , , , , , , , , , , ,	1	, vs.	, vs	6,106,926 4,053,349 \$ 2,053,577
Other Receivables inventory Prepaid Expense Total Current Assets	8	8	0\$	0\$	0\$	oş İ	05	S	0\$	0\$	0\$	946,677 648,206 714,451 \$15,918,581
Long Term Assets		The same of the same		The second second	The second second	-						
Fixed Assets Accumulated Depreciation Construction in Progress Total Fixed Assets, Net of Depreciation Total Long Term Assets New Hospital Loan	u,	, vs	, «»	,	1	,	,	,	, us		ı vs	53,827,497 15,348,098 954,129 39,433,528 \$39,433,528 \$
Total Assets	•	50	•	\$	\$	\$	\$,	\$	\$		\$ 57,578,995
Labilities & equity Current Liabilities												
Account Payable Interest Payable Accrued Taxes Accrued Payrol! and Related Cost Report Settlement Total Current Labilities	oş.	Q\$	0\$	95	8.	\$	S .	0\$.	0\$	\$	9,	1,676,257 366,820 41,187 641,244 -50,000 \$2,675,508
Long term Liabilities		HILLIAN III				The second second	The second second	The second second		-		
Long Term Notes Payable Total Long Term Liabilities	\$0	\$	S,	oş	\$0	\$0	Q\$	\$	8.	0\$	\$	25,405,783
Unappkied Liabilities Capital Equipment Lease Total Liabilites	80	\$0	0 \$	\$	80	0\$	9\$	S,	0\$	0\$	0\$	391,462 324,567 \$28,797,320
Retained Earnings Net Income												\$28,938,653 (\$156,978)
Total Mabilities and Equity	\$	\$0	\$0	\$0	\$	\$0	\$0	\$0	\$0	\$	\$0	\$57,578,995

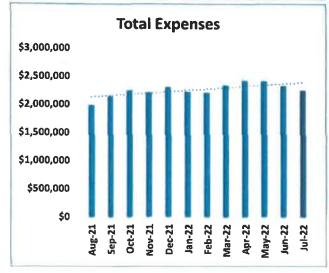
Financial Trends

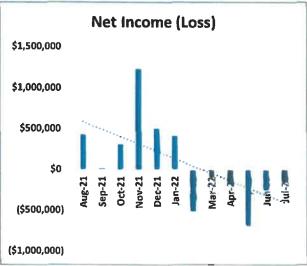












FC 18

Sierra Vista Hospital 7/31/2022

Reserves

Medicare Liability ("Cost Report Settlement" on Balance Sheet)

FY22 Cost Report Receivable as of 05/31/22

FY21 Cost Report Bad Debt Write-Off Reserve/General Reserve

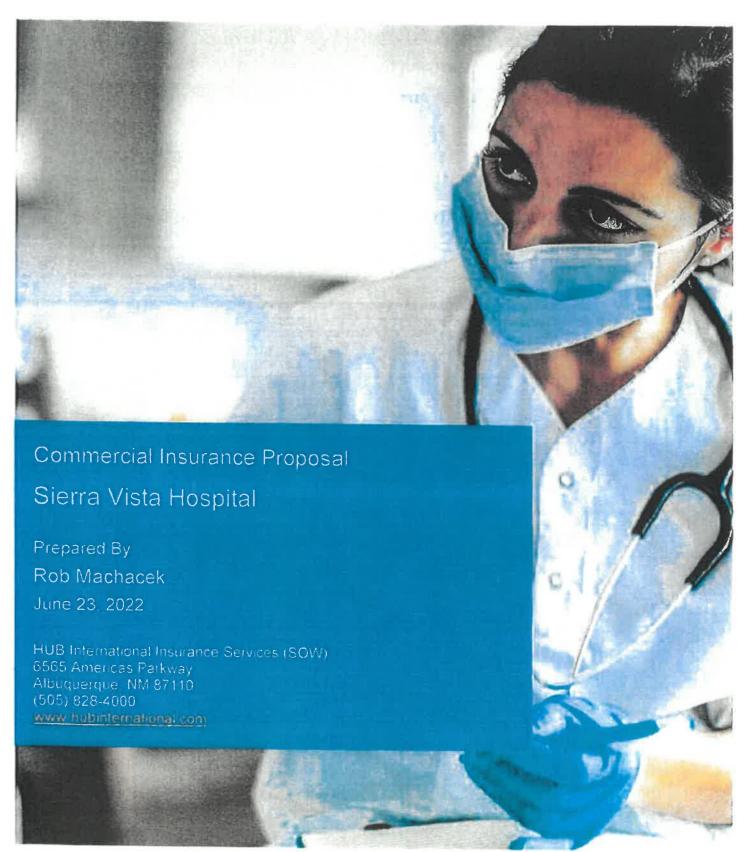
200,000 (150,000)

Notation

Total Liability

20,000





Service Team

Our ability to provide superior service starts with quality people.

The key individuals assisting you with your account are:

Account Executive		
Rob Machacek		
p (505) 828-4135	f (866) 487-3972	
rob.machacek@hubinternationa	al.com	
Account Manager		
Margie Blackmon		
Margie Blackmon p (505) 828-4140	f (866) 487-3972	



Named Insureds

Sierra Vista Hospital

Sierra Vista Hospital Ambulance

NOTE: Review Named Insureds and Property Owners

Please check to ensure all appropriate entities are named. Any entity (including partnerships, corporations, joint ventures, individuals, etc.) not listed above is not included as a Named Insured. Entities with limited interests in policies, such as those who are to be included as an Additional Insured, Loss Payee, Lessor, or Mortgagee, are listed in the relevant coverage sections of this proposal.



Information Summary

First Named Insured:

Sierra Vista Hospital

The First Named Insured will be the insured that is:

- A. Responsible for payment of premium
- B. Authorized to make changes in policy with approval of insurance company
- C. Authorized to cancel the policy
- D. Designated to receive notice of cancellation

Mailing Address:

800 East Ninth Avenue

Truth Or Consequences, NM 87901

Coverage Becomes Effective 12:01 A.M. Standard Time at your mailing address.

Locations:

See Attached

Effective Date:

6/30/2022

DISCLAIMER: This document contains only a summary of your insurance coverage, it is your responsibility to carefully and completely review the actual policies for actual terms, limits and conditions, in the event of any inconsistency between the terms of the policies and the provisions of this document, the terms of the policies will govern and control.



Locations

Client:

Sierra Vista Hospital

Policy Term:

6/30/2022 to 6/30/2023

Loc#	Bldg#	Description and Address	City	State	Zip
0	999	Blanket			1
1	1	Main Hospital 800 East Ninth Avenue	Truth Or Consequences	NM	87901
1	2	Health Clinic 800 East Ninth Avenue	Truth Or Consequences	NM	87901
1	3	Storage 800 East Ninth Avenue	Truth Or Consequences	NM	87901
1	4	Purchasing 800 East Ninth Avenue	Truth Or Consequences	NM	87901
1	5	Storage 800 East Ninth Avenue	Truth Or Consequences	NM	87901
1	6	Storage 800 East Ninth Avenue	Truth Or Consequences	NM	87901
1	7	Hospital - New 800 East Ninth Avenue	Truth Or Consequences	NM	87901
1	8	Modular Bldg 1 800 East Ninth Avenue	Truth Or Consequences	NM	87901
1	9	Modular Bidg 2 800 East Ninth Avenue	Truth Or Consequences	NM	87901
3	1	Thrift Shop 703 Broadway	Truth Or Consequences	NM	87901



Property

Client:

Sierra Vista Hospital

Carrier:

Travelers Property Casualty Company of America

Policy Term:

6/30/2022 to 6/30/2023

The Commercial Property policy covers your buildings, contents or specified other property against perils defined by the form, subject to the terms of the policy. Coverage for off-premises property is limited.

Named Insureds

Sierra Vista Hospital (First Named Insured) Sierra Vista Hospital dba Sierra Vista Hospital Ambulance

Coverage/Limits

Loc#	Bldg #	Add	ress		Description		
0	999	Blan	ket, ,		Blanket		
Subjec	t of Insur	ance	Limit	Cause of Loss	Deductible	Coins %	Valuation
Blankel BPP	t Building &	S.	\$54,365,544	Special (Including theft)	\$5,000		Replacement Cost
	ss Income expense	with	\$10,600,000		72 hours	80%	

Loc#	Bldg #	Add	ress		Description		=-,
1	1		East Ninth Aven sequences, NM	ue, Truth or	Main Hospital		
Subjec	t of Insur	ance	Limit	Cause of Loss	Deductible	Coins %	Valuation
Buildin	9		\$15,807,151	Special (Including theft)	\$5,000		Replacement Cost
Busine Propert	ss Person ly	al	\$4,126,705	Special (Including theft)	\$5,000		Replacement Cost

Loc#	Bldg #	Addre	ess		Description		
1	2		ast Ninth Aven equences, NM	ue, Truth or	Health Clinic		
Subjec	t of Insur	ance	Limit	Cause of Loss	Deductible	Coins %	Valuation
Building	g		\$553,850	Special (Including theft)	\$5,000		Replacement Cost
Busine: Propert	ss Person ly	al	\$295,213	Special (Including theft)	\$5,000		Replacement Cost



Loc#	Bldg #	Addre	SS		Description		
1	3		ast Ninth Aven quences, NM	ue, Truth or	Storage		
Subjec	t of Insur	ance	Limit	Cause of Loss	Deductible	Coins %	Valuation
Building	g		\$371,080	Special (Including theft)	\$5,000		Replacement Cost
Busine: Propert	ss Person ty	al	\$31,350	Special (Including theft)	\$5,000		Replacement Cost

Loc#	Bldg #	Addre	SS		Description		
1	4		ast Ninth Aven quences, NM	ue, Truth or	Purchasing		~
Subjec	t of Insur	ance	Limit	Cause of Loss	Deductible	Coins %	Valuation
Buildin	g		\$897,237	Special (Including theft)	\$5,000		Replacement Cost
Busine: Proper	ss Person ty	al	\$173,470	Special (Including theft)	\$5,000		Replacement Cost

Loc#	Bldg #	Address			Description			
1	5		st Ninth Aven uences, NM	ue, Truth or	Storage			
Subject of Insurance		Limit	Cause of Loss	Deductible Coins % V		Valuation		
Business Personal Property		\$1,777	Special (Including theft)	\$5,000		Replacement Cost		

Loc#	Bldg #	Address			Description			
1	6		st Ninth Aven uences, NM	ue, Truth Or	Storage			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation		
Business Personal Property		\$1,777	Special (Including theft)	\$5,000		Replacement Cost		

Loc#	Bldg #	Add	ress		Description Hospital - New		
1	7		East Ninth Aven sequences, NM	ue, Truth or			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation	
Building		\$26,500,000	Special (Including theft)	\$5,000		Replacement Cost	
Business Personal Property		\$5,000,000	Special (Including theft)	\$5,000		Replacement Cost	

Loc#	Bldg#	Addres	SS		Description Modular Bldg 1		
1	8		st Ninth Aven quences, NM	ue, Truth or			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation	
Building			\$76,986	Special (Including theft)	\$5,000		Replacement Cost



Loc#	Bldg #	Addre	988		Description		
1	9	1	ast Ninth Aven equences, NM	ue, Truth or	Modular Bldg 2	2	
Subjec	t of insur	ance	Limit	Cause of Loss	Deductible	Coins %	Valuation
Building	9		\$79,986	Special (Including theft)	\$5,000		Replacement Cost

Loc#	Bldg #	Add	ress		Description		
3	1	703	Broadway, Truth	or Consequences, NM	Thrift Shop		
Subjec	t of Insur	ance	Limit	Cause of Loss	Deductible	Coins %	Valuation
not incl blanket	luded in		\$512,895	Special (Including theft)	\$5,000		Replacement Cost

Additional Coverages

Description	Limit	Deductible
Broad Form Flood	\$3,000,000	\$25,000
Broad Form Earthquake	\$3,000,000	\$25,000
Equipment Breakdown		



Crime

Client:

Sierra Vista Hospital

Carrier:

Travelers Casualty & Surety Company of America

Policy Term:

6/30/2019 to 6/30/2022

This coverage provides protection against loss due to criminal acts of others. Several types of exposures can exist which require consideration when analyzing your crime protection insurance.

Named Insureds

Sierra Vista Hospital (First Named Insured)

Coverages/Limits

BASIS FOR COVERAGE:

Coverage Extensions	Limit	Retention
Employee Theft	\$500,000	\$2,500
Forgery or Alteration	\$250,000	\$2,500
On Premises	\$250,000	\$2,500
In Transit	\$250,000	\$2,500
Money Orders and Counterfeit Money	\$250,000	\$2,500
Computer Fraud	\$250,000	\$2,500
Funds Transfer Fraud	\$250,000	\$25,000



General Liability

Client:

Sierra Vista Hospital

Carrier:

Coverys Specialty Insurance Company

Policy Term:

6/30/2022 to 6/30/2023

This type of policy protects your business from claims arising from your legal liability for injury or damages to other people or their property. Coverage payments can include judgments, attorney fees, court costs, or other related expenses as defined in the form.

Named Insureds

Sierra Vista Hospital (First Named Insured)

Sierra Vista Hospital

Community Health Foundation Inc dba CHF

Sierra Vista Community Health Clinic

Sierra Vista Hospital Auxiliary

Sierra Vista Hospital Behavioral Center

Sierra Vista Hospital Ambulance

Sierra Vista Hospital Development Organization Inc dba

General Coverage Information

Coverage Description	Limit	Deductible
Professional Liability – Claims Made Form Retroactive Date 10/01/1996	\$1,000,000 Each Medical Incident \$3,000,000 Aggregate	\$25,000 Each Incident

Coverage Description- General Liability - Occurrence Form	Limits
General Aggregate	\$3,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Premises Rented to You (any one premises)	\$50,000
Medical Expense/Medical Payments (any one person)	\$5,000
General Liability Deductible	\$25,000 Each Occurrence

Description	Limit	Deductible
Employee Benefits Liability – Claims Made Form Retroactive Date 10/01/1996	\$1,000,000 Each Employee \$3,000,000 Aggregate	\$1,000 Each Employee

Note: This portion of the policy may be subject to audit at expiration of the policy term. It is important to obtain certificates of insurance for General Liability for all subcontractors. Please be reminded, you could be responsible for the premium on any uninsured subcontractors.

Additional Coverages

Description	Limit	
Physical/Sexual Abuse Sublimit	\$1,000,000 Each Claim \$3,000,000 Aggregate	



Page 10 of 18

Business Auto

Client:

Sierra Vista Hospital

Carrier:

The Travelers Indemnity Company

Policy Term:

6/30/2022 to 6/30/2023

This policy can provide a combination of Liability and Physical Damage protection for vehicles owned, maintained, or used by you. Additional coverage, such as medical payments and uninsured motorist protection, can be purchased to customize the policy to fit your particular needs.

Named Insureds

Sierra Vista Hospital (First Named Insured) Sierra Vista Hospital dba Sierra Vista Hospital Ambulance

Coverage/Limits

Coverage	Symbols	, Limit
Limit of Liability	1	\$1,000,000
Uninsured Motorist	2	\$1,000,000
Comprehensive	28	See Attached Schedule
Collision	28	See Attached Schedule

Hired and Non Owned Auto Coverage

Coverage	Included	States
Hired / Borrowed Auto Liability	Υ	NM
Non-Owned Auto Liability	Y	NM

Policy Level Additional Coverage

Description	Deductible
Hired PD Coll Ded	\$500
Hired PD Comp Ded	\$100



Vehicle Schedule

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>
Truit of Consequences, NIM X X/X
Truth Or Consequences, NM X X/X
Truth Or Consequences, NM X X/X
Truth Or Consequences; NM X X/X
Truth Or Consequences, NIM, X X/X
Truth Or Consequences, NM, X X/X
Truth Or Consequences, NIM, X X/X



Management Liability

Client:

Sierra Vista Hospital

Carrier:

Allied World Assurance Company

Policy Term:

6/30/2022 to 6/30/2023

Claims Made Coverage Form

Coverage

Directors & Officers Liability

Coverage	Limits
Limit	\$2,000,000

Terms and Conditions

Coverage Description	
Retention	\$25,000
Pending and Prior Litigation Date	8/29/2004

Coverage

Employment Practices Liability

Coverage	Limits
Limit	\$2,000,000

Terms and Conditions

Coverage Description	
Retention	\$50,000
Pending and Prior Litigation Date	8/29/2004

Coverage Fiduciary Liability

Per Claim	\$1,000,000
Coverage	Limits

Terms and Conditions

Coverage Description	
Retention	\$25,000
Pending and Prior Litigation Date	8/29/2009



Cyber Liability

Client:

Sierra Vista Hospital

Carrier:

Beazley Insurance Company

Policy Term:

6/30/2022 to 6/30/2023

This coverage provides protection against loss due most notably, but not exclusively to a business' liability for a data breach. Several types of exposures can exist which require consideration when analyzing your cyber protection insurance

Coverage

Policy Aggregate Limit:

\$1,000,000

Coverage Extensions	Limit	Retention	
Data & Network Liability	\$1,000,000	\$25,000	
Cyber Extortion Loss	\$100,000	\$25,000	
Data Recovery Costs	\$100,000	\$25,000	
Regulatory Defense & Penalties	\$1,000,000	\$25,000	
Business Interruption	\$100,000	\$25,000	
Fraudulent Instruction	\$250,000	\$25,000	
Funds Transfer Fraud	\$250,000	\$25,000	



Excess

Client:

Sierra Vista Hospital

Carrier:

Coverys Specialty Insurance Company

Policy Term:

6/30/2022 to 6/30/2023

This policy provides protection against catastrophic liability claims. The policy acts as an excess coverage over your primary liability policies. Its limits apply in addition to that provided by the underlying coverage.

Policy Coverage Limits

Policy Type / Coverage	Each Occurrence	Retained Limit	
Umbrella	\$1,000,000	\$1,000,000	0

Underlying Insurance Information

General Liability

Insurance Carrier Policy Term		Each Occurrence	General Aggregate	Products Aggregate
Coverys Specialty Insurance Company	6/30/2022to 6/30/2023	\$1,000,000	\$3,000,000	\$1,000,000

Employers Liability

Other Liability

Type of Policy	Policy Term	Insurance Carrier	Coverage	Limit
General Liability 6/30/2022 to 6/30	6/30/2022 to 6/30/2023	Coverys Specialty	Professional	P4 000 000
General Etablity	0/30/2022 10 0/30/2023	Insurance Company	Liability	\$1,000,000

Excludes Sexual Abuse



Umbrella / Excess

Client:

Sierra Vista Hospital

Carrier:

Travelers Property Casualty Company of America

Policy Term:

6/30/2022 to 6/30/2023

This policy provides protection against catastrophic liability claims. The policy acts as an excess coverage over your primary liability policies. Its limits apply in addition to that provided by the underlying coverage.

Policy Coverage Limits

Policy Type / Coverage	Each Occurrence	Aggregate	Retained Limit	
Excess / Occurrence	\$1,000,000	\$1,000,000	0	

Underlying Insurance Information

Automobile Liability

insurance Carrier	Policy Term	Combined Single Limit	Bodily Injury Per Person	Bodily Injury Per Accident	Property Damage Each Accident
The Travelers Indemnity Company	6/30/2022 to 6/30/2023	\$1,000,000			



Premium Summary

Description Of Coverage	2021/2022 Premium	2022/2023Premium	
Property	\$110,023.00	\$111,823.00	
Crime - Three Year Policy - Billed Annually	\$3,111.00	\$3,150.00	
Professional/ General Liability Incl. Tax/Fee	\$261,885.13	\$418,675.26	
Business Auto	\$21,116.00	\$22,011.00	
Management Liability	\$49,510.00	\$51,157.00	
Cyber Liability	\$8,400.00	\$21,130.00	
Umbrella Incl Tax/Fee 5M/\$1M	\$190,813.00	\$123,396.50	
Excess Umbrella (Travelers – Auto)	\$2,988.00	\$3,349.00	
Risk Management Fee Incl. Tax	\$45,846.00	\$45,846.00	
Total Estimated Annual Premium*	\$693,692.13	\$800,537.76	

NOTE LAST YEARS EXCESS COVERAGE WAS \$5,000,000. This year \$1,000,000



Confirmation to Bind

CONFIRMATION TO BIND AGREEMENT

I, Sierra Vista Hos to bind the progra	spital, acknowledge in ms described within	that we have re :	viewed the enclos	sed proposal and c	onfirm HUB's ackr	nowledgment
As Proposed: _						
Changes as Folio	ows:					
Binding Subjecti	ivities:					
•						
Annual D						
Accepted By:	Name & Title			Date: _		



Producer:

RT Specialty

10150 York Rd., 5th Fl. Hunt Valley, MD 21030

Presented by:

Daniel Comell, Senior Underwriter

Insured:

Sierra Vista Hospital

800 E. Ninth Avenue

Truth or Consequences, NM 87901

Proposal Date:

June 23rd, 2022

Healthcare Professional Liability Insurance Proposal



Coverys Specialty Insurance Company

Company Highlights

Coverys Specialty Insurance Company (Coverys Specialty) is a New Jersey domestic surplus lines insurer providing medical professional liability, general liability, and umbrella and excess insurance for the healthcare industry. We appreciate the opportunity to provide you with this comprehensive proposal to meet your insurance needs. We provide more than an insurance policy—we work diligently to ensure you have the necessary insurance protection and support services that your unique situation requires.

The Coverys affiliated underwriting companies include leading medical professional liability insurance providers in the country. We insure more than 47,000 physicians, surgeons, dentists, certified nurse midwives and allied healthcare providers as well as nearly 1,000 hospitals, health centers and clinics.

With Coverys, you can expect:

FINANCIAL STRENGTH



^{*}Medical Professional Mutual Insurance Company and its insurance subsidieries

as of 12/31/2020

Successful Claims Management

Coverys claims management approach focuses on early intervention and, when appropriate, swift resolution. It includes prompt meetings with policyholders and a highly effective litigation management plan to advance the claim to a successful conclusion.

Coverys Risk Management

Coverys is a leading provider of proactive clinical risk management with national experience working with hospitals, physician practices and a variety of clinical settings. Our services provide innovative patient safety and quality patient care best practices to assist in advancing positive improvements in outcomes and reimbursements. With three pillars of support, our comprehensive products and services are designed to help you manage the demands faced in today's healthcare environment.



Risk Management and Education Services

Coverys Risk Management is an established industry leader.

Clinical risk management, patient safety, and a proactive risk analytics action plan are critical to the success of healthcare providers. That's why Coverys offers a unique portfolio of proven risk management and education services:

Consultation

Personalized consultative services help you implement best practices and identify your unique risk profile. Our consultants bring an unbiased view to your organization and help overcome challenges. Consultation services vary by policyholder, so consult a Coverys representative for details.

Services may include:

- Risk assessments
- On-site education
- Action plan support
- Helpline phone support
- Emotional support

Resources

Coverys provides policyholders with a wealth of relevant tools and resources, including information on risk mitigation strategies, areas of emerging liability and a virtual library of resources to help you implement best practices.

Resources include:

- · Publications and monthly education emails
- Risk management manuals
- · A tool chest of sample forms, policies, and more

Education

Coverys has educational programs and options to fit different learning styles and time constraints. Our policyholder portal contains downloadable programs and publications. Plus, our continuing medical education (CME) websites offer online learning, live seminars and webinars.

Services include:

- Risk Management Development Series Courses
- Seminars
- Webinars
- Classes from Coverys Education and Med-IQ®, a Coverys company

Services may vary based on account type, size, and Identified need. Additional services may be available on a fee-for-service basis.



Facility Professional Liability Coverage

Policy Type:	Claims-Made	
Policy Number:	TBD	
Policy Period:	06/30/2022 to 06/30/2023	
Retroactive Date:	10/01/1996	
Deductible—Indemnity Only	\$25,000	
Limits of Liability:	\$1,000,000 each medical incident/\$3,000,000 annual aggregate (Shared with Employed/Designated Physicians)	

Commercial General Liability Coverage

Policy Type:	Occurrence	
Policy Number:	TBD	
Policy Period:	06/30/2022 to 06/30/2023	
Retroactive Date:	N/A	
Deductible:	\$25,000	
Limits of Liability:	Each Incident Limit	\$1,000,000
	General Aggregate	\$3,000,000
	Products and Completed Operations Aggregate	\$3,000,000
	Personal and Advertising Injury Limit	\$1,000,000
	Damage to Premises Rented to You	\$50,000
	Medical Expense Limit	\$5,000



Employee Benefits Liability Coverage

Policy Type:	Claims-Made
Policy Number:	TBD
Policy Period:	06/30/2022 to 06/30/2023
Retroactive Date:	10/01/1996
Limits of Liability:	\$1,000,000 each medical incident/\$3,000,000 annual aggregate



Supplementary Coverages

Professional Conduct Review Coverage

The Professional Conduct Review coverage part provides reimbursement for reasonable defense expenses incurred in a civil regulatory proceeding brought against an insured. \$25,000 of coverage.

Sexual Misconduct Legal Expense Coverage

The Sexual Misconduct Legal Expense coverage part provides reimbursement for reasonable defense expenses incurred in a civil suit or governmental regulatory proceeding brought against the insured alleging actual or threatened sexual abuse, sexual misconduct or any other sexual activity (a "sexual misconduct incident") by an insured or someone for whom the insured is legally responsible. \$100,000 of coverage. Coverage is provided under SMD 001C.

Sexual Misconduct Indemnity Coverage

Indemnity coverage for innocent parties is provided on a shared limit basis with the professional liability limit. Coverage is provided under COM 014 01/18.



Sierra Vista Hospital - Premium Information

	Total Policy	Premium: \$525	,768	
Excess Umbrella Liability	\$1,000,000/\$1,000,000	N/A	\$119,549	0
Employee Benefits Liability	\$1,000,000/\$3,000,000	\$1,000	Included	۵
Commercial General Liability	\$1,000,000/\$3,000,000	\$25,000	Included	0
Facility Professional Liability	\$1,000,000/\$3,000,000	\$25,000	\$406,219	Б
Type of Policy	Primary Limits	Deductible	Premium	Accept

TRIA Coverage Included in Premiums Charged Minimum Earned Premium: 25% Minimum Earned Full Payment Due Within 30 Days of Policy Inception

Description of Services: Hospital



Terms and Conditions

Coverys Specialty Insurance Company has provided this proposal as a non-admitted carrier thereby certain requirements must be met including:

- -It is the responsibility of the broker to comply with all surplus lines placement requirements: including stamping the policy and collection and payment of premium of surplus lines taxes.
- -This proposal is based on information received and is subject to reconsideration if different or additional information is obtained. The following information is required:

Signed and Dated Application within 30 days of binding.

Completed Broker Responsible for Surplus Lines Form - within 10 days of binding.

Copy of underlying binder(s) and policy(ies).

Confirmation that underlying carriers have A.M. Best rating of A-(VII) or better.

This proposal will expire on 06/30/2022.

The information included within is for the purpose of a proposal; this is not a binder of insurance. As general underwriting requirements may change, we reserve the right to withdraw this proposal at any time, and in no event will it remain open for acceptance beyond the effective date of the policy as listed. The Company reserves its right to determine the inception date of any coverage granted according to the terms of this proposal.

Excess and Surplus Lines Notification

- 1. This proposal is issued by an Insurance Company that is not licensed in New Mexico. These companies are called "non-admitted" or "surplus lines insurers.
- 2. The Insurer does not participate in any of the guarantee funds created by New Mexico law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.
- 3. The Insurer is not subject to financial solvency regulations and enforcement procedures, which apply to New Mexico licensed insurers.



Policy Forms

Form Name	Form Number
Common Policy Declarations	CPD 001 07/14 r4
Entity Medical Professional Liability—Schedule of Insureds	DEC 001A 07/14 r4
Commercial General Liability—Schedule of Insureds	DEC 003A 07/14 r4
Employee Benefits Liability—Schedule of Insureds	DEC 004A 07/14 r4
Common Policy Terms	COM 001 CS 05/21
Service of Suit	COM 004 CS 03/15 r4
Exclusion of Certified Acts of Terrorism	COM 005 CS 05/21
Disclosure Pursuant to TRIA	COM 006 03/21
Conditional Exclusion or Terrorism Relating to TRIA	COM 007 07/14 r4
Indemnity Only Deductible Endorsement	COM 009 07/14 r4
Sexual Misconduct Amendment	COM 014 CS 05/21
Additional Insured - Automatic Status when Required in a Written Agreement with You	COM 015 CS 08/19 r4
Entity Medical Professional Liability—Claims Made Coverage Part	FPL 001C CS 05/21
Amendment to the Definition of Insured—Blanket Providers	FPL 014 CS 07/15 r4
Commercial General Liability Coverage Part—Occurrence Coverage Form	CGL 0010 CS 05/21
Sexual Misconduct Legal Expense Coverage Part	SMD 001C 07/14 r4
Professional Conduct Review Coverage Part	PLR 001C 09/16 r4
Employee Benefits Liability Coverage Part—Claims Made Coverage Form	EBL 001C CS 05/21





HealthTrust Transaction Schedule Exhibit E

This Transaction Schedule ("Transaction Schedule") is by and between "Purchaser", indicated by name and address below, and GE Precision Healthcare LLC, a GE Healthcare business ("GE Healthcare"). The terms and conditions of Purchasing Agreement #HPG-7286 between GE Healthcare and HealthTrust Purchasing Group, LP. ("HPG") effective August 1, 2015 ("Purchasing Agreement") are the controlling terms and conditions of this Transaction Schedule, and incorporated herein by this reference. The mutual execution of this Transaction Schedule indicates certification and acknowledgment by GE Healthcare and Purchaser of their compliance with the terms of the Purchasing Agreement, as well as Purchaser's intent to purchase and GE Healthcare's intent to sell, the Services described below.

	Purchaser Name and Address
ZIP: 879	JTH OR CONSEQUENCES State: NM
	Is above address correct for billing this contract?
City:	State:
	Terms
1.	Transaction Schedule Term. The Term ("Term") of this Transaction Schedule will commence on the LATER OF: (a) <u>luly 15, 2022</u> if Purchaser signs and returns this Transaction Schedule within fifteen (15) calendar days of the aforementioned date; or (b) the date of last signature above if Purchaser does not sign and return this Agreement within fifteen (15) calendar days of the aforementioned date. The Term will expire on <u>luly 14, 2027</u> .
2.	<u>Services Purchased and Compliance Level.</u> This Transaction Schedule covers the following Services as further described in the Purchasing Agreement (check those that apply):
	Diagnostic imaging Service: _XCompliance Level for diagnostic imaging Service: 90% *Biomedical Service: _XCompliance Level for biomedical Service: 90%
	*Biomedical Service shall not be checked without checking diagnostic imaging. Diagnostic imaging Service may be checked without biomedical Service per the exceptions included under Exhibit B.
3.	Overtime Billing Authorization. In order to minimize invoice disputes please check the following positions that can authorize out of scope overtime billing:
	Manager on Call
	Standing PO
	Verbal(Please insert position title)
	Other(Please insert position title)
4.	Billing and Payment. The annual total normal fixed charges are \$119.233, to be paid to GE Healthcare monthly in arrears, due in Net 30 days. Actual billing may be different to reflect other charges (e.g., variable charges) as specified in the Purchasing Agreement.
5.	<u>Definitions.</u> All capitalized terms not defined herein shall have the meanings ascribed to them in the Purchasing Agreement
6.	Modification. Modifications to this Transaction Schedule may take place throughout the Term and must take the form of a written

Transaction Schedule (Rev 01.21)

7. Facility Updates. GE Healthcare, with approval from Purchaser, will, as part of the Implementation Plan, describe in detail the process

amendment to this Transaction Schedule, signed by both Purchaser and GE Healthcare.

for adding new facilities as well as new facilities to the rebate program.

 Equipment Coverage	

The attached Exhibit(s) to this Transaction Schedule describe the equipment, service support coverage levels and hours, staffing requirements, and periodic charges applicable to this Transaction Schedule and are incorporated herein by this reference.

Purchaser shall not add any equipment covered by a warranty or service agreement by an Original Equipment Manufacturers ("OEM") or other third party service provider to this Transaction Schedule. In the event Purchaser becomes aware that it has included equipment that is covered under a warranty and service agreement by an OEM or a third party service provider, Purchaser shall notify GE Healthcare in writing. Notwithstanding anything to the contrary, Purchaser shall pay GE Healthcare for any Services performed or any Service coverage under this Transaction Schedule, regardless of whether Purchaser included equipment under this Transaction Schedule that was already covered by a warranty or service agreement with the OEM or another third party service provider.

Purchaser and GE Healthcare have caused this Transaction Schedule to be executed by their duly authorized representatives as of the day and year last written below.

PURCHASER		GE Precision Healthcare LLC, a GE Healthcare business
Ву:		Approved by: Hannah Selberg
	(Typed or Printed Authorized Name)	(Typed or Printed Name)
Signature::		Signature:
	(Authorized Signature)	(Authorized Signature)
Title:		Title: Services Account Manager
	(Typed or Printed)	(Typed or Printed)
Date:		Date: 7/14/2022



GE Healthcare Service Quotation

AGREEMENT#		FW 320570	QUOTATION ID# EAA2084
Customer Name: SIFRRA VISTA HOPITAL Information: Address:		800 E 9TH AVE	
	City: TRUTH OR CONSEQUENCES	State: NM Zip: 87901	
Customer Billing	Name: SIERRA VISTA HOSPITAL/SH		
nformation:		900 E NINTH ST	2004
the shove hilling	address correct? Yes No If no, please provi	State: NM Zip: 8	
ustomer Billing			delow:
oformation:	Name:		
	City:		24
lease provide the	e contact name and email address of the following	person(s):	
1 To be notified	Contact	Name:	Email address:
	when this Agreement is processed: involces electronically via email:		-
Term: B4 mor	athe	Agreement Start Date	19. June 04 2020
	ency: <u>Monthly - Advance</u>	Agreement Start Date	Total DF. ZUZU
	edule***: (1-1, \$3.450,75), (2-84, \$3.834,17),		
(85-85,\$383,4		Quotation Expiration	
	ms: Net 30 days of invoice date	PO Requirement: 1	
Electronic Fu	inds Transfer Authorized: 🗌 Yes 🔲 No	PO #:	PO Expiration Date:
	Rep.: Hannah Selberg		
Email: Hannal Phone: 414-47 **AGREEMENT ST that date; or (b) the	h.Selberg@ge.com 77-2453 'ART DATE: The <u>"Agreement Start Date"</u> begins on: (i e date of signature if Customer does not sign and retur	a) the above date if Customer n this Agreement within 30 ca	*
Email: Hannal Phone: 414-47 **AGREEMENT ST. hat date; or (b) the NNUAL CHARGE: offerings, and cover pecified in this Ag. **PAYMENT SCH. dditions/deletions agment is due the	h.Selberg@ge.com 77-2453 ART DATE: The "Agreement Start Date" begins on: (ie date of signature if Customer does not sign and retur s: See Product Schedule for annual charges, offering rage as of the Agreement Start Date and may change to reement. BEDULE: Charges are payable in installments as sist, inflation adjustments or other modifications permits first of each month. If the Agreement Start Date is not seen to the second secon	a) the above date if Customer in this Agreement within 30 ca is, coverage, and start dates if o reflect inventory and covera et forth above plus applicat the first of the month, the fi	signs and returns this Agreement within 30 calendar da ilendar days of the above date, for each Product. Charges are based on Product inven- ge modifications, variable charges and other adjustmen the taxes. These charges may change based on Pro- omer will be billed beginning on the Agreement Start is the stand last payments will be prorated. If Customer fina
Email: Hannal Phone: 414-47 ***AGREEMENT ST. that date; or (b) the ANNUAL CHARGE: offerings, and cover specified in this Agreement SCH additions/deletions. Payment is due the Services with Customer/GE HFS in Customer/GE H	h.Selberg@ge.com 77-2453 ART DATE: The "Agreement Start Date" begins on: (ie date of signature if Customer does not sign and retur s: See Product Schedule for annual charges, offering rage as of the Agreement Start Date and may change be reement. BEDULE: Charges are payable in installments as sis, inflation adjustments or other modifications permit first of each month. If the Agreement Start Date is no GE HFS LLC, Customer is responsible for payment all LC financing agreement.	a) the above date if Customer in this Agreement within 30 cases, coverage, and start dates to reflect inventory and coverage forth above plus applicabilitied by this Agreement. Cust it the first of the month, the flunder this Agreement, but the	signs and returns this Agreement within 30 calendar date, ilendar days of the above date, for each Product. Charges are based on Product invenige modifications, variable charges and other adjustment of the taxes. These charges may change based on Protomer will be billed beginning on the Agreement Start is stand last payments will be prorated. If Customer finate payment schedule may be modified as identified in
Email: Hannal Phone: 414-47 ***AGREEMENT ST. that date; or (b) the ANNUAL CHARGE: offerings, and cover specified in this Agreement is due the diditions/deletions Payment is due the che Services with the Coustomer/GE HFS: AGREEMENT: This purchase of the Series defined as the GIP roducts, Services Quotation at any tire acceptance satisfact Subscription identitexcept as permittee.	ART DATE: The "Agreement Start Date" begins on: (redate of signature if Customer does not sign and returns: See Product Schedule for annual charges, offering rage as of the Agreement Start Date and may change to reement. BEDULE: Charges are payable in installments as sis, inflation adjustments or other modifications permit first of each month. If the Agreement Start Date is not get HFS LLC, Customer is responsible for payment of LLC financing agreement. Is Agreement is between the "Customer" Identified abovices and/or the Subscription identified in this Quotation: (2) Product Schedule; (3) and/or Subscription identified in this Quotation. In time before "Quotation Acceptance", which occurs when tory to GE Healthcare. On Quotation Acceptance, this Alfied in this Quotation. There is no reliance on any ter	a) the above date if Customer in this Agreement within 30 cases, coverage, and start dates if o reflect inventory and coverage forth above plus applicated by this Agreement. Cust the first of the month, the first of the month, the first of the month, but the coverant the Agreement, but the coverant the GE Healthcare beginn, together with any application, the order customer either. (i) signs and agreement is the complete and ms other than those expressions agreed to in writing unless agreed to in writing the start of the sta	signs and returns this Agreement within 30 calendar datelendar days of the above date. or each Product. Charges are based on Product inveninge modifications, variable charges and other adjustment of the taxes. These charges may change based on Proposer will be billed beginning on the Agreement Start stand last payments will be prorated. If Customer finate payment schedule may be modified as identified in usiness identified below ("GE Healthcare"), for the sale ble schedules referred to herein ("Quotation"), "Agreemables; and (4) Service Terms & Conditions, that apply to of precedence is as listed. GE Healthcare can withdraw returns this Quotation; or (ii) provides evidence of Quotation in the parties relating to the Services are stated or incorporated by reference in this Agreement of the parties reference in this Agreement.
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GE Healthcare Service Quotation (Rev 03.20)

Page 1 of 12 GE Healthcare Confidential & Proprietary

Quote 10: E376258 Service Contract Addendum

SIERRA VISTA HOSPITAL

Physical Location Account #: 320570

Optional: Persons to be notified when this accument is practisued. Namels:

Support and ances quated below are value provided the customer support and returns this quate to GE Medificare by 9/7/2017

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Equipment Identifiers Trans Type

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Date Sept 15, 2017 rine HSAM Customer Mana Lankulk Istern CED Approved By, Sean Earl Swiedom Approved By, Sean Earl Swiedom Signature.

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signs and returns this quote to GE Meatthcare by 3/1/2/117 Support and prices quated below are valid provided the custor Features

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Approvedes **Customer:** Signolu

27,2017 Approved By. Eurl Swiedom Tille: 14517 Earl Swiedon 12018: Fab, Signature



GE Healthcare Service Contract Amendment

GE Healthcare

Custoffer Norte: Sierra vista Hospital	
Address: 800 E. 9th Ave., Truth or Consequences, NM 87901	
Current Contract Expiration Date: 04/30/2017	
Agreement Extension Expiration Date: 04/30/2022	
Contract Type: Care	
Agreement Number: 99990141A	92
Account Number: 650791371	
The existing Agreement or Transaction Schedule (the "Agreem Service Offeringls) remains unchanged under the Agreement. The date.	ent") is hereby extended for valuable consideration. The coverage period will end on the Agreement extension end
If there is a conflict between this Extension and any other terms the terms and conditions of this Extension will prevail.	and canditions in the Agreement or Transaction Schedule,
Sierra Vista Hospital	GE Healthcare
Signature: 2	Signature: Sean Swiedom
Print Name: MICHAEL ZIMMEROMON	Print Nome: Sean Swiedom
Title:	Title:
Date: 7-25-16	7/28/16 (

GE Healthcare

Service Contract Addendum Quote ID: E7133FB

No		Optional: Per Name ist: Errellist:	sonisi to be noti	ied when this document is processed:	Support and priors quoted below are valid provided the austom signs and returns this quote to GE Healthcare by 7/21/20;		
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Page 1 of 1.

General Electric Company

Sierra Vista Hospital - Expenditure Requisition

Dept Name:	M	aintenance	Requested by:		Leon	ard Garcia		
Requisition Date:	:	08/01/22	Date Required:	08/01/22				
Budgeted (Yes/No)	Amount Budgeted		Reimbursement by Grants or Contributions				
Complete Desc	rintion (Attac	h Documentation)	Part#/Re-Order#	Qty	Unit Cost	Total Cost	G/L Exp.	Dept #
Annual Maintenance			1 at tw/Re-Of Get #		Out Cost	Total Cost	G/L/Exp.	Dejit #
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				T	otal Purchase Amt:	22,856.69		
Explanation/Reason	for Request/J	Justification: Attac	h Documentation	For Eq	uipment Purchases	*		
Pricing based on Ann	ual, Quarterly a	and Monthly Services	per Scope of Work			Initials	Date	
outlined in Section 5, Section 6 a	nd Section 7			11	als Management:			_
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Boiler Pn	1	RIL		Mainte	nance:			-
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VENDOR INFO:		quest P.O - (Yes/No)		JA	PPROVALS:			
	CleverBrooks	DLVD		-				
Payment Address:	1956 Singleton			Dept			D 4	
	Dallas Tx, 752	.12					Date:	
Contact Person:	Jose Olivarez			_ CNO:			Date:	
Telephone:		214-637-002	0	CFO:			Date:	
Fax (if available):		214-637-253	9				Date:	
E-Mail/Website:		jolivarez@cbservio		- 1			Date.	
			ERIALS MGMT USE	CONTV	Payment Informati	(m)		
Vendor#:	Purchase		P.O.#:		Layment informat	Date:		
		Check:	Ck #:			Date:		
	Cred	it Card:	Person Authorizing			Date:		
F-812-01-005-1								

FC 53



1956 Singleton BLVD Dallas Tx, 75212 Phone: 214-637-0020 FAX: 214-637-2539 Toll Free: 800-228-8861

www.cbservice.com

APRIL 28,2022

Victor Rees SVHNM 800 E 9th Ave Truth of Consequence NM. 87901 Victor.rees@svhnm.org

Subject: Cleaver Brooks Steam Boiler Model CFC-702-2500-125HW; S/N:

16010251110020,16010251110021

Scope: Boiler Preventive Maintenance Service- 2022

Cleaver Brooks Sales & Service is pleased to submit this proposal for Boiler Preventative Maintenance Service as outlined in the scope below for a term of 12 month from date of purchase order. This proposal emphasizes the use of Cleaver Brooks Sales & Service as an authorized representative of Cleaver-Brooks. Only Genuine Cleaver-Brooks parts will be supplied, and all service technicians will be Cleaver-Brooks Certified to ensure the job is done right.

Proposal No: RU 2204-1020JO

1. Scope

1.1 This contract outlines the procedures and pricing for the annual preventative maintenance, quarterly combustion adjustments and safety checks and monthly service operational checks of the CFC boilers located At SVHNM 800E 9th Ave Truth of Consequence NM 87901

2. Cleaver Brooks Sales & Service Qualifications

- 2.1 Cleaver Brooks Sales & Service has been in the industrial and commercial boiler business for over 72 years. We are the largest boiler service company in the State of Texas and other states with service branch offices located in Dallas TX, San Antonio/Austin TX, McAllen TX, Houston TX, Corpus Christi TX, Bloomington IL, Geneseo IL, Chicago IL, Des Moines (IA & NE), Kansas City KS, St. Louis MO, and future expansion offices in El Paso TX, Amarillo/Lubbock TX and Albuquerque NM.
- 2.2 Cleaver Brooks Sales & Service is the Cleaver-Brooks Factory Authorized Representative with Certified Service Technicians and Code Welders
- 2.3 CBSS services include all type makes and models of boilers steam/ hot water and hot water heaters.

3. Equipment Location

3.1 The location of the hospital and boiler equipment is: SVHNM 800 E 9th Ave Truth of Consequence NM 87901

4. General Requirements

- 4.1 Cleaver Brooks Sales & Service will provide labor, miscellaneous material, equipment, tools, testing Instrumentation, transportation, and communication devices necessary to complete annual maintenance, quarterly safety & combustion checks and monthly checks outlined in sections 5, 6 and 7.
- 4.2 Cleaver Brooks Sales & Service will ensure steam boiler is fully prepared for annual inspection, tested, cleaned, and serviced on a scheduled basis so that the equipment will operate effectively during peak demand months as well as during normal demand periods.
- 4.2.1 Any issues discovered during the service periods pertaining to safety, reliability, or needed repairs on the equipment shall be brought to the attention of the authorized representative of the authorized customer representative at the time of service.
- 4.3 Cleaver Brooks Sales & Service will provide certified and licensed technicians to perform steam boiler maintenance, testing, service, and repair.
 - 4.3.1 Technicians will be qualified to diagnose and perform testing of boiler systems.
 - 4.3.2 Cleaver Brooks Sales & Service has a constantly monitored twenty-four-hour call center for emergency service., Toll Free 1-800-228-8861
- 4.4 Cleaver Brooks Sales & Service will provide onsite work force for the scheduled preventative maintenance plan of the CFH steam boiler to ensure a minimal amount of down time to complete the services. Cleaver Brooks Sales & Service will make every effort to cause the least possible disruption of the daily activities of the operations.
- 4.5 All work required to correct any problems diagnosed by **Cleaver Brooks Sales & Service** will be approved by the authorized customer representative in writing before proceeding and will be covered under the additional services section 8 of this contract.
- 4.6 Any work requiring a certification or license shall be performed under the applicable license and will comply with local and state codes.
- 4.7 Cleaver Brooks Sales & Service shall leave the work area clean and free of debris, scrap metal and material, when the services have been completed.
- 4.8 Any alteration or deviation from the scope of work and/or specifications, including concealed conditions, structural and/or material (i.e. asbestos and other hazardous materials, material composition, etc.) and delays beyond our control encountered in the performance of the work, will be executed only upon an authorized representative of SWRI / ETG provided approval and will become an extra charge over and above the proposal or contract price.

5. Annually

- 5.1 Cleaver Brooks Sales & Service shall perform the annual maintenance in accordance with the following service requirements and according to the manufacturer's recommendations in the O&M Manuals as a guide when performing any maintenance to the equipment.
 - 5.1.1 Cleaver Brooks Sales & Service shall open the fireside of the boiler, cleaning and inspecting tubes and internals as required. Any gaskets seals after inspection will be replaced with new gasket materials.

- 5.1.2 Inspect Burner refractory and repair cracks with a high temperature bonding mortar if applicable.
- 5.1.3 Fireside gaskets and seal material will be Cleaver Brooks genuine approved material.
- 5.1.4 Burners shall be inspected checked and serviced according to the recommended O&M procedures outlined.
- 5.1.5 Impeller and inlet cone will be checked for proper clearance between the impeller and inlet housing. This will be adjusted if required.
- 5.1.6 Burner firing components will be checked. The flame scanner will be checked, and lens will be cleaned. The lead wire to the ignition electrode will be checked and replaced if required. The ignition wire connection will be checked for tightness. The pilot ignition electrode will be removed and checked for any cracks. The electrode will be installed, and the proper gap setting will be adjusted and set according to the factory recommendation.
- 5.1.7 N/A -Burner oil nozzle will be removed and cleaned per the O&M manual.
- 5.1.8 Burner diffuser will be cleaned and checked for any excessive heat cracks. Pricing for diffuser replacement will be submitted for approval by Cleaver Brooks Sales & Service
- 5.1.9 Burner electrical and mechanical connections will be checked including all linkages for proper tightness. This will include all servo-motor actuator/mod motor couplings on the fuel and air shafts. Servo-Motors actuators/mod motor will be checked and inspected by removing the covers for a visual inspection.
- 5.1.10 N/A-Fuel oil circulating pumps located at the burner will be checked and inspected.
- 5.1.11 N/A- Burner air pump / compressor oil level will be replaced annually with new non-detergent SAE30 oil. Proper oil level will be established. Mist eliminator pads and air filters will be cleaned.
- 5.1.12 Combustion controls will be checked for proper operation firing on natural gas or propane. Gas piping will be checked for leaks. Minor leaks will be stopped. Any major leak or devices that require additional repairs will be an additional cost and will be submitted for approval by the SVHNMRepresentative.
- 5.1.13 Motors will be checked and properly lubricated by way of grease fittings at the motors. Electrical checks will be checked during operation, voltage measurement and ampere measurement on each motor burning operation.
- 5.1.14 During the annual burner combustion check the air/fuel ratio and combustion curves will be adjusted using a stack gas analyzer. All readings will be recorded with a print out from the analyzer at each test point on the established combustion curve.
- 5.2 Cleaver Brooks Sales & Service shall open all waterside inspection ports, and low water cut off controls will be opened/removed, washing out loose mud, light scale and check trim piping for any signs of blockage.
 - 5.2.1 All waterside gaskets shall be replaced with new genuine Cleaver Brooks factory gaskets to include pressure vessel gaskets and water column gaskets.
 - 5.2.2 Unsatisfactory water side tube conditions shall be reported to the authorized SVHNM Representative. Cleaver Brooks Sales & Service will submit a report, work order form.

- 5.2.4 Noticeable unsatisfactory water treatment/ hardness conditions shall be reported to the authorized SVHNM Representative. All water conditioning shall be maintained by others.
- 5.2.5 Panels shall be checked for tightness before starting boilers.
- 5.2.6 Additional required repairs found during the annual scope of work will be reported to the authorized SVHNM Representative. Any additional repairs or parts required will fall under the additional services section outlined in this contract agreement.
- 5.3 Cleaver Brooks Sales & Service shall adjust the combustion of the burners by:
 - 5.3.1 Adjusting the Fuel / Air ratio and combustion curve.
 - 5.3.2 Adjust and set all safety switches and check for proper operation.
 - 5.3.3 Set and adjust all firing rate set points and tuning parameters.
 - 5.3.4 All boiler / burner checks shall be adjusted using an electronic stack gas analyzer by a skilled technician factory trained in the adjustment of burners and the use of this type of test equipment.
- 5.4 After firing the boiler, all controls shall be verified to work properly when completed.

 Cleaver Brooks Sales & Service shall insure that all pressure limits and safeties will shut down the boiler if they exceed the set point range or settings. Water levels shall be maintained and verified, and the low water shut off shall be tested for correct operation by performing a blowdown of the column.
- 5.5 Upon completion of the quarterly combustion and safety check a written report and a copy of the completed service ticket and combustion reports will be presented to the SWRI / ETG Representative.
- 5.6 Cleaver Brooks Sales & Service technician shall check tightness of all electrical connections in the boiler panels; remove dust buildup in electronic devices using low volume compressed air. Visual inspection of contacts shall occur and burned or worn contacts shall be bought to the attention of the SVHNM Representative.
- 5.7 Cleaver Brooks Sales & Service shall place the boiler into automatic operation and observe the boiler operation under a load condition and ensure all new adjustments are responding to the system variable conditions to complete the annual service.

6. Quarterly Combustion and Safety Check

- 6.1 Cleaver Brooks Sales & Service shall perform the quarterly combustion and safety check in accordance with the following service requirements and the manufacturer's recommendations.
- 6.2 Cleaver Brooks Sales & Service shall adjust the combustion of the burners by:
 - 6.2.1 Adjusting the Fuel / Air ratio and combustion curve
 - 6.2.2 Adjust and set all safety switches and check for proper operation.
 - 6.2.3 Set and adjust all firing rate set points and tuning parameters.
 - 6.2.4 All boiler / burner checks shall be adjusted using an electronic stack gas analyzer by a skilled technician factory trained in the adjustment of burners and the use of this type of test equipment.

- After firing the boiler, all controls shall be verified to work properly when completed.

 Cleaver Brooks Sales & Service shall insure that all pressure limits and safeties will shut down the boiler if they exceed the set point range or settings. Water levels shall be maintained and verified, and the low water shut off shall be tested for correct operation by performing a blowdown of the column.
- 6.4 Upon completion of the quarterly combustion and safety check a written report and a copy of the completed service ticket and combustion reports will be presented to the **SVHNM** Representative.
- 6.5 Cleaver Brooks Sales & Service technician shall check tightness of all electrical connections in the boiler panels; remove dust buildup in electronic devices using low volume compressed air. Visual inspection of contacts shall occur and burned or worn contacts shall be bought to the attention of the SVHNM Representative.
- 6.6 Cleaver Brooks Sales & Service shall place the boiler into automatic operation and observe the boiler operation under a load condition and ensure all new adjustments are responding to the system variable conditions to complete the quarterly service

7. Monthly

- 7.1 Visual inspection of burner & combustion operation.
- 7.2 Blowdown water column low water cut off control and check operation
- 7.3 Check boiler operating pressure and response to the control set points
- 7.4 N/A- Check Master Panel operation
- 7.5 Record the following information from each boiler:
 - 7.5.1 Operating pressure (gauge pressure & sensor pressure), Stack Temperature and firing rate of each boiler.
 - 7.5.2 Gas Pressure Supply and Burner manifold pressure.
 - 7.5.4 Boiler feed water pressure and approximate BFW valve position open in percent.
 - 7.5.5 Perform a visual inspection of overall operation and indicate which boiler is in hot standby mode.
 - 7.5.6 View alarm history record and clear on each boiler.

8. Additional Services

Additional services will be any work that is not covered in the service agreement scope of work for Annual, Quarterly and Monthly services; Sections five (5), six (6) and seven (7). Additional service will be any customer requested services scheduled or unscheduled, repair work, replacement of parts and general service call outs during normal working hours or after hours. This work will be performed on a time plus material basis. Additional services shall not be performed without written approval or a purchase order from the Authorized SVHNM Representative. Cleaver Brooks Sales & Service can provide a written cost estimate of labor and any material to be approved by the Authorized SVHNM Representative when necessary.

9. Safety

9.1 Cleaver Brooks Sales & Service shall provide all equipment and tools which shall be the correct type for each job and shall be well maintained, calibrated, and in proper working condition. 9.2 Cleaver Brooks Sales & Service shall perform a tail gate safety orientation before any work begins. Cleaver Brooks Sales & Service shall maintain a safe work environment at all times. Any unsafe conditions shall be reported immediately to the Cleaver Brooks Sales & Service supervisor and to the SVHNM Representative.

10. Pricing for Services

10.1 Pricing based on Annual, Quarterly and Monthly Services per Scope of Work outlined in Section 5. Section 6 and Section 7.

10.2

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•Section 5 Annual $4,710.82 per boiler = $9,421.64(1) Annual Service
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•Section 6 Quarterly \$ 4,478.35 per quarter = \$ 13,435.05 (3) Quarterly Services Section 5 and Section 6 Total = \$22,856.69

ANNUAL INSPECTIONS PART REQUIRED ARE INCLUDED PER BOILER AS FOLLLOWS THIS LIST ALSO IS RECOMMENDED TO HAVE ON HAND AS SPARE PARTS

```
380-01286-000 required 8- 3/4"x 8 long rope
380-01034-000 required 1- Gasket Adapter Plate to Blower
380-00506-000 required 2- Gasket Burner Cannister
851-01282-000 required 1- Burner Sight Glass
853-01282-000 required 2- Burner Glass Gasket
853-00350-000 required 1- Water Inspection Gasket
873-00571-000 required 1- Ignition, Electrode, Dual
380-01032-000 required 1- CB Air Filter
```

Parts will be: Cost plus 30%

CLARIFICATIONS:

The following clarifications apply:

- Any services provided outside of the normal business hours will be billed at 1.5 times the normal
 published hourly rates and Sundays & Holidays will be 2.0 times normal rate. A four-hour
 minimum charge will apply to any service performed after normal working hours, weekends, or
 holidays.
- Parts are not included in this proposal.
- Any scope or requirement not specifically defined is not included.
- Travel Time Rates will be calculated under the same Pricing Hourly Service Agreement Prices above.

SCHEDULE:

The estimated delivery date will be based on an award date and receipt of written Purchase Order.

- Prices plus any applicable Taxes
- The proposal price is based on a work schedule of 8 hours per day, 7:30 AM to 4:30 PM during a normal working week, Monday - Friday.
- The Section 5 scope of work will be scheduled accordingly. This service inspection requires the
 equipment to be shut down and cooled for internal inspection. Customer's AIA will need to be
 present for the internal inspection.
- The Section 6 scope of work will be scheduled thru out the year. Equipment must be operational with load conditions for this scope of work.

This proposal is valid for 30 days.

Payment terms are Net 30 days unless otherwise stated herein, payable at Dallas County, Dallas TX. Prices quoted herein subject to change without notice prior to receipt of acceptance from customer. All sales are subject to credit approval.

This proposal and any goods and/or services provided by Cleaver Brooks Sales & Service, Inc. pursuant to this proposal will be subject to and governed by Cleaver Brooks Sales & Service, Inc. Standard Terms and Conditions of Sale Revision Dated 12/1/2014 (which are attached or incorporated by reference into this proposal for all purposes). Either signing and returning an acknowledgement copy of this proposal to Cleaver Brooks Sales & Service, Inc. or placing an order with Cleaver Brooks Sales & Service pursuant to this proposal constitutes your agreement to and acceptance of Cleaver Brooks Sales & Service's terms and conditions.

This document will be transmitted by e-mail only. Please contact us if you require a hard copy.

Submitted by:	Accepted by:
Cleaver Brooks Sales & Service	
Company	Company
Jose Olivarez	
Name	Name
Sales Manager	
Title	Title
Jose Olivarez	
Signature	Signature

Sierra Vista Hospital - Expenditure Requisition

Dept Name:	Maintenance	Requested by:	Leonard Garcia				
Requisition Date:	08/01/22	Date Required:	08/01/22				. 1
Budgeted (Yes/No)	Amount Budgeted		Reimbursement by Grants or Contributions				
	(Attach Documentation)	Part#/Re-Order#	Qty	Unit Cost	Total Cost	G/L Exp.	Dept #
Annual Maintenance inspection	on (Year 1)		1	6,880.000	6,880.00		
Annual Maintenance inspection	on (year 2)						
2 Annual Maintenance inspection	on (word 2)		1	7,086.400	7,086.40		
3	on (year 3)		1	7,298.990	7,298.99		
4					-		
5					_		
6							
7							
8							
9							
10					_		
11					-		
12					-		
				Sub-Total	21,265.39		
			Shippii	ng/Handling Costs:			
			T	otal Purchase Amt:	21,265.39		
Explanation/Reason for Real Annual Maintenance Inspect Quarterly Inspection 4 total Interventions per Year		h Documentation	Materia	uipment Purchases	Initials	Date	
	. 11 0		Bio-Me				_
Chilten Pm	Chiller		Mainter	nance:			-
	Cr.						
VENDOR INFO: Vend	lor Request P.O - (Yes/No)			PPROVALS:			
Vendor Name: TRANE							
Payment Address: On File			Dept				
			Mgr:			Date:	
Contact Person:			CNO:			Date:	
Telephone:			CFO:			Date:	
Fax (if available): E-Mail/Website:			CEO:			Date:	
	ein ancemat	ERIALS MGMT USE	ONTV	Daymant Informat	om)		
Vendor#: P1	urchase Order:	P.O.#:			Date:		
	Check:	P.O.#: Ck #:			Date:		
	Credit Card:	Person Authorizing:			Date:		
F-812-01-005-1							



SCHEDULED SERVICE AGREEMENT

Trane Office

Trane U.S. Inc. dba Trane 1405 Vanderbilt Dr. El Paso, TX 79935

Trane Representative

Marco A. Marquez Cell: (915) 407-6276 Office: (915) 593-3484

Proposal ID

2514557

Service Contract Number

Contact Telephone Number for Service

Company Name Sierra Vista Hospital 800 E 9th Ave TRUTH OR CONSEQUENCES, NM 87901 U.S.A. Victor Rees

Site Address:

Sierra Vista Hospital 69 Anthony McCray 800 E 9th Ave TRUTH OR CONSEQUENCES, NM 87901 **United States**

March 4, 2022





EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. You will have a team of true professionals keeping your HVAC equipment running efficiently and reliability.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) *O&M Guide 2010*

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

ENVIRONMENTAL

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEA

You will have a consistent group of Trane employees dedicated to your account.

THE WARRANTY PERIOD

During the Trane Limited Equipment Warranty period, service interactions give your Trane team additional sightlines into equipment performance. Equipment anomalies are more likely to be detected, and resolved, within the warranty period. Any warranty issues found during routine maintenance or service calls will be reported to you immediately.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.







SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- · Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee







REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records



must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.

Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constrains to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- · Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- · Refrigerant Usage Reports are generated according to your needs





TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- · Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- · Consistent testing according to Trane best-practice protocols year after year







HVAC EQUIPMENT COVERAGE

Sierra Vista Hospital

The following "Covered Equipment" will be serviced at Sierra Vista Hospital 69:

TAG	Manufacturer	Model No	Serial No.	QTY	Description
CH-1	Trane	RTAF350EUAE	U18D00605	1	Air Cooled Chiller 1

Interventions:

- 1 Annual Maintenance Inspection
- 3 Quarterly Inspection
- 4 total Interventions per Year

Scope at the end of Document





PRICING AND ACCEPTANCE

Anthony McCray
Maintenance
Sierra Vista Hospital
800 E 9th Ave
TRUTH OR CONSEQUENCES, NM 87901 U.S.A.

Site Address:
Sierra Vista Hospital 69
800 E 9th Ave
TRUTH OR CONSEQUENCES, NM 87901
United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	6,880.00	6,880.00	One time
Year 2	7,086.40	7,086.40	One time
Year 3	7,298.99	7,298.99	One time

A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 758.37 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 3 years, beginning upon acceptance. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term 3 years after acceptance, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 1405 Vanderbilt Dr. El Paso, TX 79935.

Renewal Pricing Adjustment





The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service). **CUSTOMER ACCEPTANCE** TRANE ACCEPTANCE Trane U.S. Inc. dba Trane Authorized Representative Submitted By: Marco A. Marquez Proposal Date: March 4, 2022 **Printed Name** Cell: (915) 407-6276 Office: (915) 593-3484 License Number: NM352815 Title Authorized Representative Purchase Order Title Acceptance Date Signature Date The Initial Term of this Service Agreement is 3 years, beginning upon acceptance. First year amount: \$6,880.00





TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.

Building Performance Services"). COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.

2. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

3. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

4. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.
5. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services

5. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

6. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or d

7. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

8. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Fumis





Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

9. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier in which case this limited Warrante deliver. directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. respective manufacturer. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.

10. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, 10. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS OR LIABILITY TO THIRD PARTIES). OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT

REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLDMOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA: GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

12. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to

transport or handle Hairy in the absence of Hazardous Materials of when the affected area has been rendered narmiess, in no event shall company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

13. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability

\$2,000,000 per occurrence

Automobile Liability

\$2,000,000 CSL

Workers Compensation Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an event of roice majeure. It company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/flabour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.





- 15. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.
- 16. Remote Connectivity. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. Electronic Monitoring, Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. Data Collected. Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collect from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments). Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assess
- privacy of which customer decome aware should be reported by Customer to Company Intimediately. Company ones not disclose customer's information to unity parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

 17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted succe

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Parts 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights In the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada

- 11 and applicable Provincial Human Rights Codes and employment law in Canada.

 19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-36; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance o
- 20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26,130-7 (0415)





Supersedes 1-26.130-7 (1114)







APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.





CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- · Additional steps addressing safety, quality control, work validation and environmental compliance
- · Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





YOUR ASSIGNED TEAM

You will have a consistent group of employees dedicated to your account. The individuals assigned to your Trane team possess deep professional knowledge and advanced technical skills in HVAC equipment and mechanical systems, controls and building automation systems, heating, refrigeration and airside systems. They will become familiar with your systems. And you'll gain a greater sense of security knowing that a limited number of vetted employees have access to your facility.



ACCOUNT MANAGER
MARCO MARQUEZ

915-407-6276



ACCOUNT ENGINEER MARCO MARQUEZ

915-407-6276



SERVICE TECHNICIAN ALBERT BAZAN

915-490-0712



ENERGY ENGINEER ROB WAX

480-333-2914



AREA SERVICE MANAGER PETER HUGENROTH

916-214-0202





CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

SCOPE OF WORK

TRANE AIR COOLED CHILLERS

COMPREHENSIVE ANNUAL INSPECTION SERVICE Annual (Once a Year)

- 1. Report in with the Customer Representative.
- 2. Record and report abnormal conditions, measurements taken, etc.
- 3. Review customer logs with the customer for operational problems and trends.

1. General Assembly

- a. Inspect for leaks and report leak check result.
- b. Repair minor leaks as required (e.g. valve packing, flare nuts).
- c. Calculate the refrigerant loss rate and report the results to the customer.
- d. Check the condenser fans for clearances and free operation.
- e. Check tightness of condenser fan motor mounting brackets.
- f. Check the set screws on the fan shafts.
- g. Visually inspect the condenser coil for cleanliness.
- h. Verify the performance of the fan control inverter VFD, if applicable.
- i. Grease bearings as required.

2. Controls and Safeties

- a. Inspect the control panel for cleanliness.
- b. Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c. Verify the working condition of all indicator/alarm lights and LED/LCD displays.
- d. Test oil pressure safety device (as required). Calibrate and record setting.
- e. Test the operation of the chilled water pump starter auxiliary contacts.

3. Lubrication System

- a. Pull oil sample for spectroscopic analysis.
- b. Test oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.
- c. Verify the operation of the oil heaters.

4. Motor and Starter

- a. Clean the starter cabinet and starter components.
- b. Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c. Check the condition of the contacts for wear and pitting.
- d. Check contactors for free and smooth operation.





- e. Check all mechanical linkages for wear, security and clearances.
- f. Verify tightness of the motor terminal connections.
- g. Verify the operation of the electrical interlocks.
- h. Measure voltage and record. Voltage should be nominal voltage ±10%.

STARTUP / CHECKOUT PROCEDURES

- 1. Verify the operation of the oil sump heaters.
- 2. Verify a full chilled water system.
- 3. Start the chilled water pump.
- 4. Test the operation of all flow-proving devices on the chilled water circuit.
- 5. Start the chiller.
- 6. Verify the unit starter panel operation, amperage, and voltage.
- 7. Verify the operation of all timing devices.
- 8. Check the setpoint and sensitivity of the chilled water temperature control. Verify the operation.
- 9. Verify the operation of the current control device.
- 10. Check the refrigerant level and correct charge.
- 11. Verify the operation of the capacity control slide valves.
- 12. Verify the operation of the "load" and "unload" solenoid valves.
- 13. Verify the lead-lag compressor operation.
- 14. Verify the operation of the electronic expansion valves.
- 15. Check pressure drop across the oil filter.
- 16. Verify clear refrigerant sight glasses.
- 17. Check oil level.
- 18. Test the high condenser pressure safety device and record setting.
- 19. Test the low refrigerant temperature safety device and record setting.
- 20. Review operating procedures with operating personnel.
- 21. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies noted.

MID-SEASON RUNNING INSPECTION Quarterly (Three times a Year)

- 1. Check the general operation of the unit.
- 2. Log the operating temperatures, pressures, voltages, and amperages.
- 3. Check the operation of the control circuit.
- 4. Check the operation of the lubrication system.
- 5. Check the operation of the motor and starter.
- 6. Analyze the recorded data. Compare the data to the original design conditions.
- 7. Review operating procedures with operating personnel.
- 8. Provide a written report of completed work, operation log and indicate any uncorrected deficiencies detected.





SEASONAL SHUT-DOWN PROCEDURE

- Check the general operation of the unit.
 Shut down the chiller, pumps, and auxiliary equipment.
 Verify voltage to heat tape.
- 4. Turn off equipment power as necessary.

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this _	day of,	
BETWEEN:		
	Timothy Eagan	
	(the "Landlord")	
	- AND-	
	Sierra Vista Hospital	
	(the "Tenant")	
(individually	y the "Party" and collectively the "Parties"	')

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

- 1. The Landlord agrees to rent to the Tenant the house, municipally described as 115 Mesa Grande Loop Elephant Butte NM 87935, (the "Property"), for use as residential premises only.
- Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the 2. Property without the prior written permission of the Landlord.
- 3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord
- 4. No pets or animals are allowed to be kept in or about the Property.
- Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the 5. following parking on or about the Property: Double Car Garage Parking
- 6. The Tenant and members of the Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.
- 7. The Tenant and members of the Tenant's household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property.

Term

- 8. The term of the Lease is a periodic tenancy commencing at 12:00 noon on Monday, August 15, 2022 and continuing on a month-to-month basis until the Landlord or the Tenant terminates the tenancy.
- 9. Any notice to terminate this tenancy must comply with the applicable legislation of the State of New Mexico (the "Act").

Rent

- 10. Subject to the provisions of this Lease, the rent for the Property is \$2,000.00 per month (the "Rent").
- 11. The Tenant will pay the Rent monthly, on or before the fifteenth (15th) day of each and every month of the term of this Lease, to the Landlord at 218 County Rd 100 Florissant CO 80816 or at such other place as the Landlord may later designate by cash, check or direct debit from a bank or other financial institution.
- 12. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

Inspections

- 13. The Parties will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
- 14. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

- 15. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c. removing or adding walls, or performing any structural alterations;
 - d. installing a waterbed(s);
 - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;

- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

- 16. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Property: internet, water/sewer and garbage.
- 17. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Property: electricity.

Insurance

- 18. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
- 19. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.
- 20. The Tenant is not responsible for insuring the Property for liability insurance, and the Tenant assumes no liability for any such loss.

Attorney Fees

21. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

22. This Lease will be construed in accordance with and exclusively governed by the laws of the State of New Mexico.

Severability

- 23. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
- The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force

and effect.

Amendment of Lease

25. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

Without the prior, express, and written consent of the Landlord, the Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. A consent by the Landlord to one assignment, subletting, concession, or license, will not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. Any assignment, subletting, concession, or license, without the prior written consent of the Landlord, or an assignment or subletting by operation of law, will be void and will, at the Landlord's option, terminate this Lease.

Damage to Property

27. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

- 28. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
- 29. The Tenant will not engage in any illegal trade or activity on or about the Property.
- 30. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
- 31. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
- 32. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.

33. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

34. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Address for Notice

35. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

a. Name: Sierra Vista Hospital

b. Phone: (321)-289-1291

c. Email: corcoran65@outlook.com

36. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

a. Name: Timothy Eagan

b. Address: 218 County Rd 100 Florissant CO 80816

c. Phone: (719)-322-1982

d. Email: timeagan@comcast.net

General Provisions

- 37. All monetary amounts stated or referred to in this Lease are based in the United States Dollar.
- 38. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 39. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
- 40. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
- 41. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

- 42. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
- 43. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
- 44. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 45. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 46. This Lease constitutes the entire agreement between the Parties.
- 47. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
- 48. Time is of the essence in this Lease.

IN WITNESS WHEREOF Sierra V	sta Hospital and Timothy Eagan have duly affixed their signatures on this
	Landlord
	Timothy Eagan
	Tenant
	Sierra Vista Hospital
The Tenant acknowledges receiving	a duplicate copy of this Lease signed by the Tenant and the Landlord on
the day of	

Tenant

Sierra	Vista	Hospital	

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Steep Study - NHN	ថ	Current Year (CY)		CY +1		CY +2		CY +3	0	CY +4	-	CY +5			
Costs														Cost Benefit Analysis	Analysis
management fee 6K/month	69	72,000.00	63	72,000,00	(s)	72,000.00	69	72,000.00		72,000.00	69	72,000.00		ŧń.	\$ 3,979,310.28
Medical Director fee 2.5K/mo	ь	30,000,00	₩	30,000.00	69	30'000'00	69	30,000.00		30,000,00	69	30,000.00		Total PV Costs NET BENEFIT	\$ 2,053,417.35 1,925,892.93
Home Study 6/month \$250 pro fee 72/yr \$	69	18,000.00	₩.	18,000.00 \$	€9	18,000.00	69	18,000.00 \$ 18,000.00 \$ 18,000.00 \$		8,000.00		18,000.00			
Sleep study 16/mo \$950 pro fee 192/yr	€9	182,400.00	69	182,400.00	69	182,400.00	69	182,400.00 \$ 182,400.00 \$ 182,400.00 \$ 182,400.00 \$ 182,400.00	₩	32,400.00		82,400.00			
Pulm. Read \$250 / Sleep Pulm Read \$125/Home test	ы	48,000.00 9,000.00	69 69	48,000.00 9,000.00	69 69	48,000.00	69 69	48,000.00 \$ 9,000.00 \$		48,000.00	சு சு	48,000.00 9,000.00			
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Benefits															
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RHC \$280/visit	49	295,680.00 \$		95,680.00	us.	295,680.00	69	295,680.00 \$ 295,680.00 \$ 295,680.00 \$ 295,680.00 \$ 295,680.00	28	5,680.00	70	95,680,00			

\$ 696,480.00 \$ 696,480.00 \$ 696,480.00 \$ 696,480.00 \$ 696,480.00 \$ 696,480.00	682,823,53 \$ 669,434,83 \$ 656,308,86 \$
Total Benefits (Future Value)	Total Benefits (Present Value)

Present Value Discout Rate

2%

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this day of , 2022, by and Sierra Vista Hospital a County Hospital in Sierra County, New Mexico also known as "SVH" (hereinafter referred to as "HOSPITAL") and Newport Health Network, LLC (hereinafter referred to as "NHN").

WHEREAS, HOSPITAL, and NHN have mutually agreed that NHN and HOSPITAL shall enter into this AGREEMENT.

WHEREAS HOSPITAL operates an acute general hospital located in Truth or Consequences, New Mexico in which there is, or will be, a Sleep Lab Department (hereinafter referred to as "DEPARTMENT"); and

WHEREAS HOSPITAL and NHN desire to provide a full statement of their respective rights, obligations, and duties in connection with the operation of HOSPITAL'S Provider Based Clinic and or Respiratory Department.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

I. OPERATION OF THE DEPARTMENT

- A. NHN shall assist in the operation of the SLEEP LAB DEPARTMENT and assist the HOSPITAL's designated SLEEP LAB Director and otherwise devote their best ability to the DEPARTMENTS proper operation and management. NHN shall provide the services required by the DEPARTMENT in the normal scope of the DEPARTMENTS operations.
- B. To the extent required by the laws and regulations governing the operation of Hospitals, HOSPITAL retains the "professional and administrative responsibility" for the services provided hereunder.
- C. The DEPARTMENT shall be open to provide services on those days for which a sleep diagnostic study has been scheduled. HOSPITAL shall ensure that a sleep technologist is present in the DEPARTMENT to provide full coverage for sleep diagnostic studies in accordance with the sleep diagnostic study schedule. Coverage shall at all times be provided by a trained technologist and/or, in keeping with the requirements of the paragraph below, an employee of NHN.
- D. NHN shall operate within the guidelines of the DEPARTMENT and in accordance with the requirements of the Joint Commission on Accreditation of Hospital/American Osteopathic Association, regulatory agencies, the policies and procedures of the HOSPITAL, and the prevailing standard of care of medical practice in the HOSPITAL'S community. HOSPITAL and NHN shall comply with all applicable laws and regulations relating to licensing and regulation of the DEPARTMENT and their respective personnel working within the DEPARTMENT.
- E. NHN shall prepare and submit all financial, statistical, medical, and other reports relevant to the DEPARTMENT'S operation in the form, and at those times, requested by HOSPITAL'S administration. NHN shall assist the HOSPITAL in obtaining and maintaining all licenses for the DEPARTMENT as required by law. NHN shall collect all data that is proper and necessary for compilation of a complete sleep diagnostic report, and such report and documentation shall comply with all state laws, regulations, and guidelines. Such documentation shall include, but not be limited to, digital tracing recordings, adequate evaluation notes, questionnaires, personal health and sleep habits data, data scoring services and associated reports and other documents necessary to substantiate coverage as appropriate services under relevant health care programs and in accordance with commonly accepted professional conduct and practice in the state of New Mexico.
- F. NHN shall perform and provide the required complete diagnostic equipment and services, as required and authorized, therapeutic titration (CPAP, BiPAP) services on any patients authorized by any Practitioner, provided that such services authorized by licensed physicians are deemed appropriate services

under the Medicare and Medicaid programs and any commercial insurers/payers' programs. Furthermore, HOSPITAL retains the right to stop individual services upon the recommendation of the Utilization Review Committee and/or upon recommendation of the attending physician. NHN shall provide, in addition to services required by the normal scope of operation of the DEPARTMENT as in Section A above, a polysomnographic system for the digital collection of patient data, a Bi-Level PAP unit, maintenance of the equipment provided, and data scoring services and associated reports. NHN provides a one (1) million to (3) three-million-dollar general liability aggregate rider insurance policy.

G. NHN may contract with one or more subcontractors to perform some or all of the operations of the DEPARTMENT. NHN shall ensure that any subcontractor engaged by NHN to perform NHN's obligations hereunder shall be bound by the terms and conditions of this Agreement. Notwithstanding any subcontract that NHN may enter into with any subcontractor to perform some or all of the DEPARTMENT'S operations, NHN shall at all times remain liable to HOSPITAL for the operation of the DEPARTMENT and the performance of the promises and obligations undertaken by NHN in this Agreement and shall at all times be entitled to receive the payments and reimbursements for services performed in the DEPARTMENT, as contemplated in this Agreement.

II. FACILITIES AND SERVICES TO BE PROVIDED BY THE HOSPITAL.

A. HOSPITAL shall furnish, for NHN's use, the space designated by the HOSPITAL for the DEPARTMENT and services necessary for the proper operation of the DEPARTMENT including but not limited to; list of expendable medical supplies: EEG skin prep, EEG conductive paste, alcohol prep pads, surgical tape, 2x2 gauze sponges, Cotton tipped applicators, snap EEG electrodes, oxygen supplies (oxygen, oxygen tubing, nasal cannula, etc.), stationary oxygen concentrator, PAP masks, comfortable beds, linen for patient beds, linen for patient bathroom/shower, and batteries, nasal cannulas for home sleep testing devices. Recliner (optional). HOSPITAL shall furnish janitorial services, a hospital telephone connection, broadband internet connection, laundry services, and utilities. wall décor, nightstands, and other HOSPITAL preferential furnishings.

B. HOSPITAL shall employ the necessary personnel required for the proper operation of the DEPARTMENT. HOSPITAL shall employ the following: all clerical personnel required for the proper operation of the DEPARTMENT and all personnel required for billing, pre-certification (authorizations), and scheduling of sleep diagnostic studies. HOSPITAL shall retain the right to require NHN to remove from service if any NHN representative, or any representative of any subcontractor of NHN, who, in HOSPITAL's judgment, is unable to perform the duties required by the Agreement or who engages in conduct that, in HOSPITAL's judgment, would adversely affect HOSPITAL's reputation, standing in the community, or the care provided to HOSPITAL's patients.

III. PROFESSIONAL QUALIFICATIONS

A. HOSPITAL's personnel and NHN's technical personnel shall be trained (sleep technologists) and shall have demonstrated capability and competency in the requisite skills and methodologies necessary to fulfill the HOSPITAL's and NHN's obligations under this Agreement and shall perform the obligations of this Agreement in accordance with commonly accepted conduct and standards of practice within the state of Colorado.

IV. FEE SCHEDULE AGREEMENT

A. Except as provided in this Agreement, neither HOSPITAL nor NHN shall charge the other for services provided under this Agreement.

B. Attached hereto as Attachment 1 is a Professional Service Agreement Fee Schedule, which represents NHN's full compensation for the professional and administrative services NHN is obligated to provide under this Agreement. This fee schedule, and any change thereto, must be approved in advance by the HOSPITAL. Such a schedule must, always, comply with all applicable laws, rules, regulations, and contractual arrangements with third party payors.

- C. HOSPITAL shall be responsible for all BILLING and COLLECTING MONIES due from patients and their insurance payors for services rendered in the DEPARTMENT. All billing statements will include charges for the professional and administrative services provided by NHN, as set out in the Professional Service Agreement Fee Schedule, plus HOSPITAL's charges for nonprofessional services and use of equipment and supplies.
- D. HOSPITAL shall pay NHN according to the contracted rate as outlined in the attached fee schedule.

V. LEGISLATIVE LIMITATIONS

A. In the event Medicare, Medicaid, or any other third party payors, or any other federal, state, or local laws, rules, regulations, or interpretations at any time during the term of this Agreement prohibit, restrict, or in any way substantially change the method or amount of reimbursement or payment for services under this Agreement, then this Agreement shall, in good faith, be amended by the parties to provide for payment of compensation in a manner consistent with any such prohibition, restriction or change. If this Agreement is not amended prior to the effective date of such rule, regulation or interpretation, this Agreement shall terminate as of such effective date.

VI. TERM AND TERMINATION

- A. This Agreement shall remain in full force and effect for a period of two (2) calendar years, beginning on the date first entered above, and ending at midnight on the day of year one from the date first entered above (hereinafter referred to as "Initial Term"), unless otherwise terminated as provided herein.
- B. Renewal Term. After the Initial Term, this Agreement shall automatically renew for successive three (3) year terms (hereinafter referred to as the "Renewal Term"), unless one of the Parties, no later than ninety (90) days prior to the end of the Initial Term or any Renewal Term, gives written notice to the other Party that this Agreement shall terminate at the end of the Initial Term or such Renewal Term (as applicable).
- C. Termination for Breach. Either Party may terminate this Agreement if mutually agreed at any time prior to the end of the Initial Term or any Renewal Term, upon thirty (30) days' prior written notice by certified registered mail to the other Party (specifying in reasonable detail the nature of the material breach), if such other Party materially breaches any term or condition of this Agreement and fails to cure such breach within such thirty (30) day period.
- D. Immediate Termination. HOSPITAL may immediately terminate this Agreement in the event that NHN (1) has its right to practice Polysomnography in the state in which HOSPITAL is located suspended or revoked; or (2) is disabled to the extent that they are unable to perform the duties required by this Agreement; or (3) fails to obtain or maintain insurance requirements as provided in this Agreement. NHN may immediately terminate this Agreement if HOSPITAL (1) fails to pay compensation for services rendered as outlined herein this Agreement; or (2) becomes financially insolvent or files for bankruptcy protection.
- E. Effects of Termination. Promptly upon the notice of termination of this Agreement for any reason: (1) HOSPITAL shall pay to NHN any and all amounts then due and outstanding in connection with any applicable services performed hereunder through the effective date of termination; and (2) NHN shall remove all equipment, assets or records in which it owns from the premises of HOSPITAL; and (3) NHN shall provide to HOSPITAL, and HOSPITAL shall provide to NHN, copies of any and all records or information that either party deems necessary to protect patient information or to be used for the purposes of professional consultation of a patient's medical condition or for billing purposes.
- F. If HOSPITAL chooses to end the term of this AGREEMENT prior to the end of a term as set forth in this AGREEMENT and this termination does not occur pursuant to any terms and conditions listed in any of other paragraph of this Section VI of this AGREEMENT, HOSPITAL may terminate agreement with a 90 day without cause if mutually agreed between both entities.

VII. INDEPENDENT CONTRACTOR

A. NHN, and any subcontractor engaged by NHN, is acting solely as an independent contractor. Nothing in this Agreement shall be construed so as to create any agency, partnership, joint-venture, principal and agent, master and servant, employer, and employee relationship between the parties. Except as otherwise expressly provided in this Agreement, neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

VIII. INSURANCE AND INDEMNIFICATION

A. NHN hereby indemnifies and holds the HOSPITAL harmless from and against any and all liability, losses, damages, claims, or causes of action, and expenses connected therewith (including reasonable attorney's fees) caused or asserted to have been caused, directly or indirectly, by or as a result of the performance of NHN's duties hereunder.

B. Nothing in this section shall relieve the HOSPITAL from liability caused by the HOSPITAL's employees, agents, contractors, licensees, or invitees.

IX. MISCELLANEOUS

A. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified, or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

HOSPITAL:

Sierra Vista Hospital ATTN: Frank Corcoran/Chief Executive Office 800 E 9th Ave Truth or Consequences, NM 87901

Newport Health Network, LLC: 4 Corporate Plaza Drive Ste 150 Newport Beach, CA 92660

Either party may change its address to which notice shall be sent by a notice similarly sent.

- B. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way, the Parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- C. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts, and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither party is relying upon any warranties, representations, assurances, or inducements not expressly set forth herein.
 - D. Confidentiality and Proprietary Information.
- 1. As used in this Agreement, the term "Confidential Information" means any and all information, in whatever form, whether written, oral, electronic, or otherwise, of either party relating to the

party's business or practice including, Without limitation, the names and address of any patent, patient records, medical records, charts, files, books, records, fee schedules, methods of operation, business plans, strategic plans, business partners or relationships, software databases, existing or contemplated managed care or other payer contracts or the terms thereof, relationships with payers, financial information, trade secrets, employee matters, and any other information of any kind related to either parties' business or practice.

- 2. As used in this Agreement, the term "Proprietary Information" means all trademarks, trade names, service marks, and copyrighted or patented materials, including, without limitation, either party's name(s) logo(s), acquired by or used by either party in the party's practice or business.
- 3. The parties agree: (a) that Confidential Information and Proprietary Information are vital to each party's business and financial success and that unauthorized use of the other's Confidential Information or Proprietary Information would seriously and adversely affect the practice and business of the other party; (b) that all Confidential Information and Proprietary Information is and will remain the sole property of the party to whom said Confidential Information and Proprietary Information belongs, and that the parties do not and will not have any ownership of the other party's ownership interest therein; (c) to maintain the confidentiality of all Confidential Information and not to disclose, divulge, communicate, or otherwise use any Confidential Information or any Proprietary Information except solely as necessary for the performance of the parties' respective duties under this Agreement or as otherwise expressly consented to in writing by the other party; (d) that the parties shall keep the terms of this Agreement confidential except as provided herein as or as required by law; (e) that if a dispute or controversy arising from or relating to this Agreement is submitted for adjudication to any court or other third party, the preservation of the secrecy of Confidential Information or Proprietary Information may be jeopardized and, accordingly, all pleadings, documents, testimony, and records relating to any such adjudication containing Confidential Information or Proprietary Information will be maintained in secrecy and will be available for inspection only by the parties, the court or third party decision maker, and the parties their respective counsel and experts, who will agree, in advance and in writing, to receive and maintain all such information in secrecy except as may be limited by them in writing or required by law; (f) that if a dispute or controversy arising from or relating to this Section IX, Paragraph D is submitted for adjudication to any court or other third party, the prevailing party shall be entitled to injunctive relief in addition to any other damages or remedies authorized by law.
- E. Modification. No amendment, change, waiver, modification, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change, waiver, modification, or discharge is sought to be enforced.
- F. Headings. The headings used throughout this Agreement are for convenience only and shall not be used for the purpose of construing and enforcing this Agreement.
- G. Governing Law. This Agreement shall be governed in all respects by the laws of the state of New Mexico, without regard to its conflict of law's provisions, and the parties agree that any dispute arising out of this Agreement shall be resolved in the state or federal courts of New Mexico, and the Parties hereby expressly consent to such jurisdiction therein.
- H. Assignment. Except as set forth in Section I, Paragraph G, and as expressly set forth elsewhere herein, neither party shall assign, delegate, or otherwise transfer any of its material rights or obligations hereunder without the prior written consent of the other party, whose consent will not be unreasonably withheld.
- I. Non-Solicitation. Unless otherwise mutually agreed to by the parties in writing, during the term of this Agreement and for a period of two (2) year thereafter neither party shall hire, or solicit the employment of, the other party's employees that are directly or indirectly associated with the performance of this Agreement. In the event either party breaches the foregoing restriction, the breaching party will pay, as liquidated damages and not a penalty, within thirty (30) days of receipt of a notice of breach, a sum equal to two (2) years of salary or fees the non-breaching party would have pay to such employee. In addition to liquidated damages, the non-breaching party shall also be entitled to injunctive relief.
 - J. Attorney Fees. In the event if a dispute or controversy arising from or relating to this Agreement is

submitted for adjudication to any court or other third party, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

- K. Omnibus Reconciliation Act. The Parties agree that section 952 of the Omnibus Reconciliation Act of 1980 (P.S. 96-499) is applicable to this Agreement, and therefore, they agree to make available their books and records with respect to services provided under this Agreement to the extent required by law.
- L. HIPAA Compliance. NHN will not use or disclose any protected health information or individually identifiable health information (as defined in 45 CFR Part 160) (collectively, the "Protected Health Information") concerning any patient of HOSPITAL other than as expressly permitted by this Agreement and the requirements of the federal privacy regulations and security standards as contained in 45 CFR Part 164. NHN will comply with all policies, procedures, and directives of HOSPITAL regarding the use and disclosure of Protected Health Information.
- M. No Referrals Required/Regulatory Compliance. Nothing in this Agreement will require NHN to refer or admit any patients to, or order any goods or services from, HOSPITAL. Notwithstanding any unanticipated effect of any provision of the Agreement, neither party will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse for acts involving federal health programs (42 U.S.C. §1320a-7b).
- N. Effective Date. The effective date of this AGREEMENT shall be dated this AGREEMENT is signed and entered into.

F. INDEMNITY CLAUSE

NHN hereby agrees to indemnify, defend and hold harmless Hospital and each of its Affiliates from and against any and all claims, losses, demands, liabilities, costs and expenses(including reasonable attorney's fees and costs and expenses related thereto) suffered or incurred by Hospital or any of its Affiliates as a result of, or in connection with, any third party claims to the extent caused, in whole or in part, by the fraud, negligence or willful misconduct of Group or any of its Affiliates and subcontractors in performing the Services.

1. Attached hereto as Attachment 2 is forms of insurance and limits.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

By: ______ Frank Corcoran/Chief Executive Officer

Newport Health Network, LLC

By: _____ Jesse Torres
 President/Member

Attachment 1

Professional Services Agreement Fee Schedule

Reimbursement to NHN for services and sleep studies performed and rendered is as follows:

Type of Procedure	CPT Code	Charge
PSG	95810	\$950.00
Split Night Study	95811	\$950.00
CPAP/Bi-Level Titration	95811	\$950.00
MSLT/MWT	95805	\$950.00
Home Sleep Apnea Test	95806	\$250.00

Payment to NHN shall be made net (10) days from the invoice date.

HOSPITAL agrees to pay NHN a flat rate per month of \$6,000 for Management Oversight, additionally Hospital will pay NHN for the sleep studies mentioned above at the rate set forth in Attachment 1.

NHN is to provide a Board-Certified Sleep Specialist(s) licensed in the State of New Mexico. Hospital agrees to pay NHN \$2,500 for services provided by Medical Director, plus \$1,500 for any additional day, as necessary to complete any scheduled procedure listed above. Hospital to pay NHN \$250 per on site sleep study interpretation, and \$125 per HSAT interpretation.

Hospital to provide medical malpractice coverage under the HOSPITAL's umbrella Policy for NHN's Medical Provider(s).

Attachment 2

GROUP SHALL MAINTAIN THE FOLLOWING FORMS OF INSURANCE AND LIMITS:

COMMERCIAL GENERAL LIABILITY

\$1,000,000 LIMIT EACH OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE \$1,000,000 LIMIT FOR PERSONAL INJURY AND ADVERTISING INJURY

\$3,000,000 GENERAL AGGREGATE

\$3,000,000 PRODUCTS/COMPLETED OPERATIONS AGGREGATE

MEDICAL PROFESSIONAL LIABILITY

\$1,000,000 PER INCIDENT

\$3,000,000 AGGREGATE LIMIT

ABOVE POLICIES (COMMERCIAL GENERAL LIABILITY AND MEDICAL PROFESSIONAL LIABILITY) SHALL NAME HOSPITAL AS ADDITIONAL INSUREDS AND PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

WORKERS COMPENSATION

PER STATE STATUTE EMPLOYERS LIABILITY \$1,000,000/\$1,000,000/\$1,000,000 POLICY WILL INCLUDE A WAIVER OF SUBROGATION IN FAVOR OF THE HOSPITAL

Sleep Program Financial Analysis - Sierra Vista Hospital

(New Proposal) SVH VOLUME ESTIMATES

Patients	Month	Annual
Consults		
Initial	20	240
Post-Sleep Study @ 1 week	18	216
30 day visit	17	204
6 month visit	17	204
Annual Followup	16	192
Subtotal Clinic Visits (Includes HST)	88	1,056
Sleep Study		
Home Sleep	6	72
Onsite Study	16	192
REVENUE		
Clinic Visits @ \$250(Pro Fees)Higher reimbursments if seen @RHC	22,000	264,000
Home Sleep @ \$500	3,000	36,000
Onsite Study @ \$1,900 (DHS) Commercial higher reimbursment	30,400	364,800
TOTAL REVENUE	55,400	664,800
EXPENSES		
Contract with Newport Health Network		
Management Oversight/Tech (up to 3 nights/week)	6,000	72,000
\$950 per on site sleep study, \$250 per home sleep test	16,700	200,400
Subtotal NHN Expenses	22,700	272,400
Medical Director (aditional \$1,500 Per day without midlevel pro		
Medical Director fee@\$2,500 per month, aditional days @ \$1500	2,500	30,000
\$250 per read for on site Sleep Study/ \$125 per read for HST	4,750	57,000
Subtotal Medical Director Expenses	7,250	87,000
Supplies	350	4,200
Subtotal Clinic Expenses	350	4,200
*		
TOTAL REVENUE	55,400	664,800
	30,300	363,600
TOTAL EXPENSES	30,300	200,000