



**SIERRA VISTA HOSPITAL  
GOVERNING BOARD MEETING**

**Elephant Butte Lake RV  
Resort Center  
11-29-22**

**TABLE OF CONTENTS**

Agenda.....	GB 1-4
October 25, 2022 Minutes.....	GB 5-12
November 16, 2022 Emergency Meeting Minutes.....	GB 13-15
Community EMS Transport numbers.....	GB 16
SHD Resolution.....	GB 17-20
October Financial Analysis.....	FC 5
Key Statistics.....	FC 6
Statistics by Month.....	FC 7
12 Month Statistics.....	FC 8
Detailed Stats by Month.....	FC 9-10
October Volume Trends.....	FC 11
October Income Statement.....	FC 12
Income Statement by Month.....	FC 13
12 Month Income Statement.....	FC 14
October Balance Sheet.....	FC 15
Balance Sheet by Month.....	FC 16
October Financial Trends.....	FC 17
October Reserves.....	FC 18
Anesthesia Services Agreement.....	FC 19-34
Mindray Anesthesia Equipment.....	FC 35-43
Project Manager IT/ EHR Contract.....	FC 44-70
Healogics Wound Care Services.....	FC 71-91
Masking During COVID-19 Policy.....	BQ 9-13
Sample Drug Policy.....	BQ 14-18
Human Resources Report.....	GB 21-25
CNO Nursing Services Report.....	GB 26
CEO Report.....	GB 27

*\*Closed session documents will be handed out in closed session.*

*\*\* No documentation for Pyxis Contract, Clinic in a Can, and authorized signer SVH bank accounts. Pyxis and Clinic in a Can will be sent as separate attachments or removed from the agenda if not received in time.*

**AGENDA**  
**SIERRA VISTA HOSPITAL**  
**GOVERNING BOARD REGULAR MEETING**

**November 29, 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.

**VISION STATEMENT:** 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  
Greg D'Amour, Member

**EX-OFFICIO**

Frank Corcoran, CEO  
Amanda Cardona, VCW  
John Mascaro, City Manager, EB  
Amanda Vaughn, County Manager  
Travis Day, JPC Chair

**VILLAGE of WILLIAMSBURG**

Denise Addie, Secretary

**SUPPORT STAFF:**

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

**QHR:**

Erika Sundrud  
David Perry

<b>AGENDA ITEMS</b>	<b>PRESENTER</b>	<b>ACTION REQUIRED</b>
1. <b>Call to Order</b>	Bruce Swingle, Chairperson	
2. <b>Pledge of Allegiance</b>	Bruce Swingle, Chairperson	
3. <b>Roll Call</b>	Jennifer Burns	Quorum Determination

**Stipulation regarding Emergency meeting:** On November 16, 2022, the Governing Board of Sierra Vista Hospital held an emergency meeting. The meeting was called pursuant to NMSA 1978, Section 10-15-1 (H) 7.

4. <b>Approval of Agenda</b>	Bruce Swingle, Chairperson	Amend/Action
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**“Are there any items on this agenda that could cause a potential conflict of interest by any Governing Board Member?”**

5. <b>Approval of minutes</b>	Bruce Swingle, Chairperson	
A. October 25, 2022 Regular Meeting		Amend/Action
B. November 16, 2022 Emergency Meeting		Amend/ Action

6. <b>Public Input – 3-minute limit</b>		Information
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7. <b>Old Business-</b> None	Bruce Swingle, Chairperson	Report/Action
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8. <b>New Business-</b>		
A. Department Introduction- EMS / Ambulance	Frank Corcoran, CEO Brian Hamilton & Ashlee West	Information
B. Special Hospital District Resolution	Bruce Swingle, Chairperson	Report/Action

9. <b>Finance Committee- Kathi Pape, Chairperson</b>		
A. October Financial Report	Ming Huang, CFO	Report/Action
B. Anesthesia Service Agreement	Frank Corcoran, CEO	Report/Action
C. Mindray- Anesthesia Equipment	Frank Corcoran, CEO	Report/Action
D. Project Manager IT/ EHR Contract	Frank Corcoran, CEO	Report/Action
E. Pyxis Contract	Frank Corcoran, CEO	Report/Action
F. Healogics Wound Care Services	Frank Corcoran, CEO	Report/Action
G. Clinic in a Can	Frank Corcoran, CEO	Report/Action
H. Authorized Signer SVH Bank Accounts	Ming Huang, CFO	Report/Action

10. <b>Board Quality- Denise Addie, Chairperson</b>		
A. Policies	Sheila Adams, CNO	Report/Action
1. Masking During COVID-19 Policy #690-05-103		
2. Sample Drug Policy #513-15-003		

**11. Joint Commission Report, Kathi Pape**

Report

**12. Administrative Reports**

A. Human Resources	LJ Baker, Interim HR Manager	Report
B. Nursing Services	Sheila Adams, CNO	Report
C. CEO Report	Frank Corcoran, CEO	Report
D. Governing Board	Bruce Swingle, Chairperson	Report

**Stipulation to Close Meeting:**

**13. 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. Privileges Frank Corcoran, CEO

**TEMP to Provisional**

Audra Yadack, MD, Arena Health

**PROVISIONALS to 2-year appointment**

Omkar Vaidya, MD, Arena Health

Roni Sharon, MD, Arena Health

**TERMS:**

Francis Q. Cortes, NP 10/31/2022

Joshua Sifuentes, MD, ESS 11/01/2022

**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. QHR report to the Board Erika Sundrud, QHR

**Roll Call to Close Meeting:**

**14. 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 stipulation to close the meeting.**

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

A. Privileges Report/Action

**TEMP to Provisional**

Audra Yadack, MD, Arena Health

**PROVISIONALS to 2-year appointment**

Omkar Vaidya, MD, Arena Health

Roni Sharon, MD, Arena Health

**TERMS:**

Francis Q. Cortes, NP 10/31/2022

**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. QHR report to the Board

Report

**15. Other**

Next Regular Meeting-

Discussion

**16. Adjournment**

Action

**SIERRA VISTA HOSPITAL  
GOVERNING BOARD MEETING MINUTES**

**October 25, 2022**

**12:00pm**

**Elephant Butte Lake RV Resort  
Event Center**

1. The Governing Board of Sierra Vista Hospital met October 25, 2022, at 12:00 pm at Elephant Butte Lake RV Resort Event Center for a regular meeting. Bruce Swingle, Chairperson, called the meeting to order at 12:05.

**2. Pledge of Allegiance**

**3. Roll Call**

**GOVERNING BOARD**

**SIERRA COUNTY**

Kathi Pape, **Vice-Chair** – Present  
Serina Bartoo, **Member** – Present  
Shawnee R. Williams, **Member** – Present

**ELEPHANT BUTTE**

Katharine Elverum, **Member** – Present  
John Mascaro, **Member**- Present

**CITY OF T OR C**

Bruce Swingle, **Chairperson** – Present  
Art Burger, **Member**- Present  
Greg D'Amour, **Member**- Present

**EX-OFFICIO**

Amanda Cardona, **Clerk VofW**- Absent  
John Mascaro, **City Manager EB**- Present  
Amanda Vaughn, **County Manager**- Absent  
Travis Day, **JPC Chairperson**- Present

**VILLAGE OF WILLIAMSBURG**

Denise Addie, **Secretary** – Present

**STAFF**

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

**GUEST:**

David Perry, **QHR**  
Tom Dingus  
Kim Keeys Jordan

There is a quorum.

Bruce Swingle read the following statement for the record-

**Stipulation regarding Board Education Workshop:** On September 15, 2022, the Governing Board of Sierra Vista Hospital held a closed session board education workshop. This meeting was properly published in print, on radio, in the Hospital and on the Sierra Vista Hospital website. The meeting was called to provide

# SIERRA VISTA HOSPITAL

## GOVERNING BOARD MEETING MINUTES

education for new and experienced board members as well as strategic and long-range business plans of Sierra Vista Hospital pursuant to NMSA 1978, Section 10-15-1 (H) 9. As required by Section 10-15-1 (J) NMSA 1978, no action was taken during this meeting.

### 4. Approval of Agenda

Bruce Swingle, Chairperson

Bruce Swingle said that he would like to revise the agenda allowing the Rehabilitation Services Department to give their presentation first and then move into Executive Session to allow auditor Tom Dingus to give his audit report and complete all closed session business.

Kathi Pape motioned to amend the agenda as stated. 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

### 8. New Business-

A. Department Introduction Rehabilitation Services- Frank Corcoran, CEO and Kim Keeys Jordan, Manager. Frank Corcoran introduced Kim Keeys Jordan who then introduced her staff. Each staff member discussed their role within the department.

Bruce Swingle said that he would like to make another revision to the agenda making item 8 B. Board Member Appreciation next and then move into Executive Session.

Kathi Pape motioned to amend the agenda as stated. John Mascaro seconded. Motion carried unanimously.

B. Board Member Appreciation- Bruce Swingle, Chairperson, presented Cookie Johnson with a certificate of appreciation and discussed the history of her service on the Governing Board.

Bruce Swingle read the following-

**13. 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. Privileges**

Frank Corcoran, CEO

##### Temporary to Provisional-

Murthy, Shedthikere (MD) Arena Health, Neurology

O’Keefe, Dawn (NP) SVH Behavioral Health

Palin, Erica (MD) SVH

Park, Minnsun (MD) Cardiology LCPP

Seufer, Sonia (MD) SVH

##### Provisional-

Evans, Brian (MD) RadPartners

Bennett, Ruth (DO) EMS Director

**SIERRA VISTA HOSPITAL  
GOVERNING BOARD MEETING MINUTES**

Two Year Re-Appointment

Vedamanikam, Chandran	(MD)
Jun, Aaron	(MD) OnRad
Fiato, Karen Lynn	(CNP) SVH
Stephens, Michael	(MD) ESS
Wells, David	(MD) OnRad

B. Provider Update	Frank Corcoran, CEO
C. Estela Ruben Contract	Frank Corcoran, CEO
D. Ruth Bennett Contract	Frank Corcoran, CEO
E. Amendment to Med Staff Bylaws Privileges	Frank Corcoran, CEO

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

A. Risk Report	Heather Johnson
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**10-15-1 (H) 9 – Public Hospital Board Meetings- Strategic and long-range business plans**

A. Financial Audit	Ming Huang, CFO/ Tom Dingus
B. Van Patten Property	Frank Corcoran, CEO
C. QHR Report to Board	Erika Sundrud, QHR

**Roll Call to Close Meeting:**

Kathi Pape – Y	Katharine Elverum – Y	Serina Bartoo – Y
John Mascaro – Y	Shawnee Williams – Y	Art Burger – Y
Greg D’Amour – Y	Denise Addie – Y	

**14. 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.**

*Note- John Mascaro left the meeting after closed session*

**5. Approval of minutes** Bruce Swingle, Chairperson

**A. August 23, 2022 Regular Meeting**

Kathi Pape noted several changes to the August 23, 2022 minutes. Under item 8.C, add the word stated. Under item 9 A., add the word discussed. Under item 9 B., add the word advised. Under item 9 C. remove the words this is and replace with brought. Under item 9 D., remove the words this is and replace with discussed. Under item 9 F., add the word advised. Under item 9 G., add the word said. Under item 9 H., add the word advised. Under item 9 I., add the word said. Under item 9 J., add the word discussed. Under item 11 B., add the word said. Under item 11 C., add the word advised. Kathi Pape motioned to approve the August 23, 2022 minutes as amended. Serina Bartoo seconded. Motion carried by majority with Greg D’Amour abstaining from the vote as he was not at the meeting.

*Note- Changes have been made to the August 23, 2022 minutes and they are attached to these minutes.*

**B. August 31, 2022 JPC/GB Special Meeting**



## SIERRA VISTA HOSPITAL GOVERNING BOARD MEETING MINUTES

Kathi Pape noted a change to the August 31, 2022 minutes. Under item 6, Special Hospital District, change the word residence to residents. Kathi Pape motioned to approve the August 31, 2022 minutes with correction. Denise Addie seconded. Motion carried by a majority with Greg D'Amour abstaining from the vote as he was not at the meeting.

*Note- change has been made to the August 31, 2022 minutes and they are attached to these minutes.*

### **6. Public Input – 3-minute limit**

None

### **7. Old Business-**

None

Bruce Swingle, Chairperson

### **8. New Business-**

C. Hospital Mill Levy Question- Frank Corcoran, CEO, said that we were notified at the beginning of October that this would be a ballot item on November 8. We have created a flyer including talking points about this tax. We had QHR do an impact study to determine the economic impact of Sierra Vista Hospital in Sierra County. Wages and benefits from SVH are \$57,645,000 annually. Total impact to our region is \$74,935,000 annually. The mill levy gives us approximately \$650,000 per year. Discussion was held regarding responsibility for this issue, the fact that SVH will not get this money next year as it was not on the tax bill and the font type used on the talking points flyer.

### **9. Finance Committee- Kathi Pape, Chairperson**

A. August/ September Financial Report- Ming Huang, CFO, said let's look at page FC 10, key statistics for August and September. For August, the total patient days were 100 days and there were 904 outpatient visits which is 258 visits less than July. There were 849 RHC visits and 735 ER visits in August. Days cash on hand at the end of August was 149 days. Accounts receivable net days were 24 and accounts payable days were 32.

In September, total patient days were 111. There were 750 outpatient visits which is 154 visits less than August. There were 542 RHC visits which is 107 less than August and 699 ER visits. Days cash on hand at the end of September was 147 days. Accounts receivable net days were 22 and accounts payable days were 35. Art Burger asked what caused the big bump in RHC visits in August. Ming suggested that we had vaccine clinics in August that we did not have in other months.

Ming said go to page FC 14 and FC 15, income statement. Total patient revenue for August was \$4,897,013 which is the highest we have ever had. The contractual allowances are high as well. We are looking into why the contractual allowances and bad debt expenses are so high. Total deductions are \$2,822,244. Gross to net revenue is 42% which is lower than the previous calendar year. Under non-operating revenue, there is \$285,973 which includes \$146,303 that we received from the state as a one-time COVID supplement payment. Under expenses, contract services increased by \$152,024 in September due to late invoices from agency staffing companies. Total operating expense in August was \$2,238,971. EBITDA in August was \$308,636 which is a 12% EBITDA margin. After subtracting the depreciation expense, interest payment and tax we have a net loss of (\$95,027) in August.

In September, we have lower revenue, higher contractual and bad debt expense, and net patient revenue of \$2,049,043. Total operating revenue is \$2,403,525. Total operating expense is \$2,450,824. EBITDA for September is (\$47,299) which is -2% EBITDA margin. After subtracting the depreciation

**SIERRA VISTA HOSPITAL  
GOVERNING BOARD MEETING MINUTES**

expense, interest payment and tax, we have a net loss of (\$453,991) in September. Year to date we have a net loss of (\$705,996).

On the balance sheet, page FC 17, Ming said at the end of September we had \$11,357,759 in the bank. We have paid \$954,129 to construction in progress and will owe \$280,000 when the tunnel project is complete. The cost report settlement is (\$220,000) which means this is a receivable.

Kathi Pape motioned based on the recommendation of the Finance Committee, acceptance of the August/ September Financial report. Serina Bartoo seconded. Motion carried unanimously.

Frank Corcoran supplied an 18-month report divided into six-month intervals. Frank said when we see a \$400,000 loss, something is not right. Clinic visits have been relatively flat. Rehabilitation Services have improved in the last six months. ED visits have gone up. Total admissions, acute and swing have dropped in the last six months. Lab and radiology are up in the last six months.

Gross revenue has improved over the last 18 months. Total deductions and bad debt have gone way up. Net patient revenue is down despite higher gross revenue.

There are many contributing factors including \$700,000 in Athena posting issues, a new Case Manager who may need some more training, correct billing, collections, and bad debt. We will need a company like ReSolutions whom we have used before to help us with collections and the transition from Athena to Cerner when the time comes. It would be beneficial to bring them in early so that we don't miss anything.

Ming directed the Board to page FC 11. At the bottom of the page, RHC visits in August were 649, not 849 as reported on page FC 10.

B. Abba Contract- Frank Corcoran, CEO, said this contract is for our email and telephone system. The contract is \$54,000 per year and this is the third year of the three-year contract. We had to pay this in mid-October because it was due.

Kathi Pape motioned based on the recommendation of the Finance Committee approval of the Abba Contract. Art Burger recommended that all contracts include what period of time the payment covers. There have been no modifications to the contract. Katharine Elverum seconded. Motion carried unanimously.

*Note- Kathi Pape left the meeting after the Finance Committee reports at approximately 2:30.*

**10. Board Quality- Denise Addie, Chairperson**

**A. Policies**

1. Initiation of ED Bypass- Denise Addie said that the Board Quality Committee met on Monday, October 24<sup>th</sup> and reviewed these policies.

Denise Addie motioned to approve the Initiation of ED Bypass as presented. Shawnee Williams seconded. Motion carried unanimously.

2. Annual Influenza Immunization Requirement- Frank Corcoran said that the change to this policy is an extension of time to get the Influenza vaccination. We did not receive the vaccine until mid-October. Employees have until December to get the shot or file for an exemption.

Denise Addie motioned to approve the Annual Influenza Immunization Requirement. Shawnee Williams seconded. Motion carried unanimously.

**11. Joint Commission Report, Kathi Pape**

No report.

**12. Administrative Reports**

## **SIERRA VISTA HOSPITAL GOVERNING BOARD MEETING MINUTES**

A. Human Resources- LJ Baker, HR Director, said our priority of effort remains completion of contracts, onboarding of key personnel, and employee recruitment. Orientation for all new hires will start next month. We continue to encounter potential employees who cannot pass a drug test.

Our relationship with agencies designed to recruit former Military service members continues to grow. We have plans to work with the high school on potential joint training opportunities and future employment of new graduates. We want to develop a future healthcare professionals program that will include bringing select students to SVH for an orientation of different departments.

Jerry Schwind accepted our offer and will be coming on as Plant Operations Director. We are working on filling the Psychiatrist and Quality/Risk Manager position at this time. We must reduce agency and travelers to reduce costs.

There were eight terminations in August/ September. The annual turnover rate will be updated for the November meeting. Contract staff will be reduced by one when Frances Cortes leaves this month. We have hired Dawn O'Keefe in behavioral health and Peace Chukwuma will be joining behavioral health as well.

October is open enrollment for employees who need or want to make changes to their benefits. SVH is a tobacco free campus. Employees that smoke can take advantage of the smoking cessation program offered by the state.

B. CEO Report- Frank Corcoran, CEO, said that we have added the two new Physicians, Dr. Seufer and Dr. Palin to the clinic. We have two new Behavioral Health Nurse Practitioners as well. Cardiology will be starting this week and surgical services and sleep study will be starting soon. We are excited to have Jerry Schwind coming on to get us ready for the JCC survey. EOC (environment of care) is 60% of the survey.

There is a fiberoptic line that needs to be disconnected and removed from the tunnel. Once that happens we can fill in the tunnel.

The surgeons would like to start November 15<sup>th</sup>. Supplies have been ordered and we are looking for CRNAs. The surgical group has an anesthesiologist that is willing to come in for two months and set up protocols.

SVH had a booth at the county fair. We gave out water and did about 100 vaccinations. The week after the fair we did the 5K Walk/ Run for breast cancer awareness at the Sierra del Rio Golf course. 88 people participated and we raised approximately \$4,000.

The coffee shop is just about ready to reopen, and the kitchen is staying open to employees until 11pm.

A federal judge ruled in favor of the 340B program. We could see a supplement to our portion of this program.

The state is starting a value-based purchasing program using the HAP funds or safety net care pool funds. When a hospital meets the outcome measures put in place, you get the full payment, if you don't, payment can be deducted. This will be put in place over the next few years at varying rates.

C. Governing Board- Bruce Swingle, Chairperson, said that we failed to include the Special Hospital District resolution on this agenda. It will be included on the November agenda. The SHD would be put on the November 2023 ballot if enough signatures are obtained. The number of signatures needed will be determined by the voter turnout on November 8, 2022.

The City of T or C is going to put on a job fair sometime in November or early December. SVH will be invited to participate. The general feeling about the Mill Levy question is positive.

**SIERRA VISTA HOSPITAL  
GOVERNING BOARD MEETING MINUTES**

Action on closed session agenda items:

*Note- Kathi Pape, John Mascaro and Shawnee Williams were not present for action on these items.*

14.

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

**A. Privileges**

Temporary to Provisional-

Murthy, Shedthikere	(MD) Arena Health, Neurology
O’Keefe, Dawn	(NP) SVH Behavioral Health
Palin, Erica	(MD) SVH
Park, Minnsun	(MD) Cardiology LCP
Seufer, Sonia	(MD) SVH

Provisional-

Evans, Brian	(MD) RadPartners
Bennett, Ruth	(DO) EMS Director

Two Year Re-Appointment

Vedamanikam, Chandran	(MD)
Jun, Aaron	(MD) OnRad
Fiato, Karen Lynn	(CNP) SVH
Stephens, Michael	(MD) ESS
Wells, David	(MD) OnRad

Denise Addie motioned to approve all above listed privileges. Art Burger seconded. Motion carried unanimously.

**B. Provider Update- No Action**

**C. Estela Ruben Contract-**

Greg D’Amour motioned to approve the Estela Ruben contract. Serina Bartoo seconded. Motion carried unanimously.

**D. Ruth Bennett Contract-**

Greg D’Amour motioned to approve the Ruth Bennett contract. Denise Addie seconded. Motion carried unanimously.

**E. Amendment to Med Staff Bylaws – Privileges**

Greg D’Amour motioned to approve the amendment to Med Staff Bylaws. Denise Addie seconded. Motion carried unanimously.

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

**A. Risk Report- No Action**

**SIERRA VISTA HOSPITAL  
GOVERNING BOARD MEETING MINUTES**

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

A. Financial Audit- No Action

B. Van Patten Property- No Action

C. QHR Report to Board- No Action

**15. Other**

**Discussion**

New meeting location- Finance and Governing Board meetings will be held at the Sierra County offices. The Board Quality meeting will remain at SVH in the boardroom.

Next Regular Meeting- November 29, 2022 at 12:00.

**16. Adjournment**

Serina Bartoo motioned to adjourn. Katharine Elverum seconded. Motion carried unanimously.

\_\_\_\_\_  
Jennifer Burns, Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bruce Swingle, Chairperson

\_\_\_\_\_  
Date

**SIERRA VISTA HOSPITAL  
GOVERNING BOARD MEETING MINUTES**

**November 16, 2022**

**2:00pm**

**SVH Boardroom**

1. The Governing Board of Sierra Vista Hospital met November 16, 2022, at 2:00 pm in the boardroom at Sierra Vista Hospital for an emergency meeting. Bruce Swingle, Chairperson, called the meeting to order at 2:00.

**2. Pledge of Allegiance**

**3. Roll Call**

**GOVERNING BOARD**

**SIERRA COUNTY**

Kathi Pape, **Vice-Chair** – Present  
Serina Bartoo, **Member** – Present  
Shawnee R. Williams, **Member** – Absent

**ELEPHANT BUTTE**

Katharine Elverum, **Member** – Present by phone  
John Mascaro, **Member**- Absent

**CITY OF T OR C**

Bruce Swingle, **Chairperson** – Present  
Art Burger, **Member**- Present  
Greg D'Amour, **Member**- Present

**EX-OFFICIO**

Amanda Cardona, **Clerk VofW**- Absent  
John Mascaro, **City Manager EB**- Absent  
Amanda Vaughn, **County Manager**- Absent  
Travis Day, **JPC Chairperson**- Present

**VILLAGE OF WILLIAMSBURG**

Denise Addie, **Secretary** – Present

**STAFF**

Frank Corcoran, **CEO**- Present  
Ming Huang, **CFO**- Present  
Sheila Adams, **CNO**- Present  
LJ Baker, **Interim HR Director**- Present  
Heather Johnson, **HIM Mgr.**- Present

**GUEST:**

Deborah Mann, **Sutin Law Firm**

There is a quorum.

**4. Approval of Agenda**

Bruce Swingle, **Chairperson**

Serina Bartoo motioned to approve the agenda. Kathi Pape 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

**SIERRA VISTA HOSPITAL  
GOVERNING BOARD MEETING MINUTES**

Bruce Swingle read the following:

**5. Executive Session – In accordance with Open Meetings Act, NMSA 1978, Chapter 10, Article 15, Section 10-15-1 (H) 7 the Governing Board will vote to close the meeting to discuss the following item:**

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

1. Authorization

**Roll Call to Close Meeting:**

Kathi Pape – Y

Art Burger – Y

Katharine Elverum – Y

Greg D'Amour – Y

Serina Bartoo – Y

Denise Addie – Y

**6. 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 stipulation to close the meeting.**

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

1. Authorization

Denise Addie motioned to approve attorney authorization as discussed in Executive session. Kathi Pape seconded. Motion carried unanimously.

**7. Adjournment**

Serina Bartoo motioned to adjourn. Denise Addie seconded. Motion carried unanimously.

\_\_\_\_\_  
Jennifer Burns, Recording Secretary      Date

\_\_\_\_\_  
Bruce Swingle, Chairperson      Date



**November 17, 2022**

**Office of the Attorney General  
Open Government Division  
P.O. Drawer 1508  
Santa Fe, NM 87504-1508**

**RE: Sierra Vista Hospital Emergency meeting of the Governing Board**

**Greetings,**

**Please accept this letter as notification of an emergency meeting held by the Governing Board of Sierra Vista Hospital on Wednesday, November 16, 2022.**

**The meeting was called by the Administration of the Hospital in accordance with Open Meetings Act, NMSA 1978, Chapter 10, Article 15, Section 10-15-1 (H) 7, Attorney client privilege/ pending litigation. Hospital attorneys were seeking authorization for an increase in monetary settlement limits to bring a case to a close and time was of the essence.**

**The Governing Board unanimously approved of the increase and the case reached a settlement agreement within 12 hours.**

**Notice of this meeting was posted 24 hours before it was held on the Sierra Vista Hospital website, within the hospital common areas and at city and county administrative offices.**

**Please contact me if you have any questions regarding this meeting.**

**Respectfully,**

**Jennifer Burns  
Executive Administrative Assistant  
Governing Board Recording Secretary  
Sierra Vista Hospital  
575.894.2111 xt 357  
Jennifer.burns@svhnm.org**



## Jennifer Burns

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**From:** Frank Corcoran  
**Sent:** Tuesday, November 15, 2022 1:58 PM  
**To:** Jennifer Burns  
**Subject:** Fwd: CEMS transports with the new van

Frank Corcoran, CEO  
Sierra Vista Hospital  
Truth or Consequences, NM

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**From:** Frank Corcoran <Frank.Corcoran@svhnm.org>  
**Sent:** Tuesday, November 15, 2022 11:49 AM  
**To:** Roger Long <Roger.Long@svhnm.org>  
**Subject:** Re: CEMS transports with the new van

Thank you

Frank Corcoran, CEO  
Sierra Vista Hospital  
Truth or Consequences, NM

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**From:** Roger Long <Roger.Long@svhnm.org>  
**Sent:** Monday, November 14, 2022 4:46:32 PM  
**To:** Frank Corcoran <Frank.Corcoran@svhnm.org>  
**Subject:** CEMS transports with the new van

Community EMS transport numbers for the nonemergent transport van

September= 13 transports to clinic, 27 home visits

October= 28 transports to clinic, 29 home visits

November 1-14<sup>th</sup>= 16 transports to clinic, 20 home visits

I hope this is what you were asking for. If you need anything more, please let me know.

The van is a big help to our community. The van has not been advertised and we are seeing this much of a need in our community. Wow! Thank you for all you do!

**SIERRA VISTA HOSPITAL  
JOINT POWERS COMMISSION  
RESOLUTION NO. 2022-001**

**A RESOLUTION IN SUPPORT OF THE CREATION OF A SPECIAL HOSPITAL DISTRICT PURSUANT  
TO SPECIAL HOSPITAL DISTRICT ACT**

**WHEREAS**, the Joint Powers Commission met in a duly noticed, special meeting of the Joint Powers Commission on October 27, 2022 at 2:00 pm, at Sierra Vista Hospital, 800 East 9<sup>th</sup> Avenue, Truth or Consequences, NM 87901; and,

**WHEREAS**, in a Special Sierra County Referendum, duly called and conducted in August 1996, pursuant to NMSA 1978, Section 4-48B-1, et seq., a majority of the qualified, registered electors of Sierra County approved the public purchase of the Sierra Vista Hospital including all facilities, equipment and improvements and approved the public operations and maintenance of same; and,

**WHEREAS**, consistent with the public's direction, the public purchased Sierra Vista Hospital, including all facilities, equipment and improvements, and have publicly operated and maintained the same; and,

**WHEREAS**, pursuant to a Joint Powers Agreement between the County, the City of Truth or Consequences, the City of Elephant Butte, and the Village of Williamsburg, the control of the fiscal oversight of Sierra Vista Hospital was vested in the Joint Powers Commission, a twelve member body consisting of three members of the County Commission, three members of the City Commission, three members of the Elephant Butte City Council, and three members of the Village Board of Trustees; and,

**WHEREAS**, the day to day responsibilities for the administration, maintenance and operation of the Hospital was vested in the Governing Board of the hospital, a nine member body consisting of three members appointed by the County, three members from the City of Truth or Consequences, two members from Elephant Butte, and one member from the Village; and,

**WHEREAS**, the Joint Powers Commission/Governing Board structure has led to many conflicts among the two Boards, and amongst the members of each Board, stemming in part from competing understandings as to the respective roles and obligations of each Board, and potential political strife and infighting amongst the various members of the Boards; and,

**WHEREAS**, a special hospital district better facilitates delivering a broad continuum of compassionate health care services for Sierra County residents and visitors and to being the facility of choice and a source of community pride for Sierra County and the State of New Mexico; and,

**WHEREAS**, a mechanism exists as would put direct control of Sierra Vista Hospital back into the hands of our constituents, the citizens of Sierra County, and afford those among us who are most fit and qualified to serve as trustees of a hospital, having placed themselves before the public for selection to such a position on the basis of their particular qualifications for such task; and,

**WHEREAS**, a Special Hospital District appears to elicit interest from citizens who have some familiarity or interest in hospital governance and who are generally less politically motivated than members of the local governing bodies, thereby ensuring actions are taken that advance the mission and purpose of the Hospital rather than individual local governing bodies; and,

**WHEREAS**, the trustees of a Special Hospital District would be elected directly by the citizens of the County, and directly accountable to the public for their decisions relating to the Hospital; and,

**WHEREAS**, Special Hospital District trustees appear able to make operational decisions with greater ease than county hospital boards, as such decisions do not have to be reported to or approved by a Joint Powers Commission, or individual local governing bodies such as a county commissions or city councils; and,

**WHEREAS**, the Sierra Vista Hospital Joint Powers Commission requested and was provided information regarding the establishment of a Special Hospital District, and the methods by which both real and tangible personal property may be transferred to the District; and,

**WHEREAS**, the Sierra Vista Hospital Joint Powers Commission requested information to explore the options available to the Sierra Vista Hospital Governing Board and the Sierra Vista Hospital Joint Powers Commission for addressing the financial aspects of the proposed integration of Sierra Vista Hospital ("SVH") operations into a newly created Special Hospital District ("SHD"), and was presented instruction regarding the means by which such action may be effectuated; and

**WHEREAS**, as a precondition to the public's consideration of the creation of a Special Hospital District at an election held for that matter, a petition containing equal to or greater than 10% of the countywide votes cast for governor in the last gubernatorial race, or 472 votes, must be filed with the Sierra County Clerk.

**NOW, THEREFORE BE IT RESOLVED**, by the Sierra Vista Hospital Joint Powers Commission that after careful consideration and reflection, the Sierra Vista Hospital Joint Powers Commission recognizes the importance of maintaining adequate health care facilities, including an acute care hospital, within Sierra County, and determines that a Special Hospital District advances those goals by eliciting citizens who have some familiarity and interest in hospital governance to run for hospital trustee positions, and ensuring that those trustees are directly elected by the people and are directly accountable to the people.

**NOW THEREFORE BE IT FURTHER RESOLVED** by the Sierra Vista Hospital Joint Powers Commission that it directs the dissemination of the attached petition calling for the establishment of the Sierra County Special Hospital District, which resolution provides for three special hospital district trustees to be elected from single member districts, and two special hospital district trustees to be elected at large.

**APPROVED, ADOPTED AND PASSED** this \_\_\_\_ day of \_\_\_\_\_ 2022.

**GOVERNING BOARD  
SIERRA VISTA HOSPITAL**

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Bruce Swingle, Chairperson

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Kathi Pape, Vice Chairperson

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Denise Addie, Secretary

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Greg D'Amour, Member

---

Serina Bartoo, Member

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Katharine Elverum, Member

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Shawnee Renfrow, Member

---

Art Burger, Member

---

John Mascaro, Member

**JOINT POWERS COMMISSION  
SIERRA VISTA HOSPITAL**

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Travis Day, Chairperson

---

Jim Paxon

---

Hank Hopkins

---

Edna Trager

---

Kim Skinner

---

Phillip Mortensen, Mayor Elephant Butte

---

Rolf Hechler

---

Destiny Mitchell

---

Shelly Harrelson

---

Magorie Powey

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Deb Stubblefield, Vice Chair



## **Financial Analysis**

**October 31<sup>st</sup>, 2022**

**Days Cash on Hand** for October 2022 are 147 (137 available)

**Accounts Receivable Net days** are 26

**Accounts Payable days** are 39

### **Hospital Excess Revenue over Expense**

The **Net Income** for the month of October was (\$192,693) vs. a Budget Income of (\$44,598).

**Hospital Gross Revenue** for October was \$5,093,059 or \$451,941 more than budget. Patient Days were 93 – 33 less than September. RHC visits were 601 – 59 more than September, Outpatient Visits were 1056 – 306 more than September, and ER visits were 661 – 38 less than September.

**Revenue Deductions** for October were \$2,887,649 or \$742,593 more than budget.

**Other Operating Revenue** was \$142,078

**Non-Operating Revenue** was \$135,314.

**Hospital Operating Expenses** for October were \$2,273,853. Compared to Budget, expenses were under Budget by \$252,007. Contract services were under budget by \$75,554 and supply expenses were under budget by \$48,577.

**EBITDA** for October was \$211,151 vs. a Budget of \$372,488. YTD EBITDA is \$715,538 vs. a Budget of \$1,477,936.

The **Bond Coverage Ratio** in October was 130% vs. an expected ratio of 130%.

Sierra Vista Hospital  
KEY STATISTICS  
October 31, 2022

MONTH				BENCHMARK RANGE				YEAR TO DATE			
Actual	Budget	Variance to	Prior Year	QHR 75th	QHR 50th	Actual	Budget	Variance to	Prior Year	Variance to	
10/31/22	10/31/22	Budget	10/31/21			10/31/22	10/31/22	Budget	10/31/21	Prior Year	
DESCRIPTION											
Growth											
Net Patient Revenue Growth Rate											
				6%	5%						
24	27	(3)	32	303	175	77	108	(31)	116	(39)	
3	5	(2)	4	34	25	20	20	-	18	2	
27	32	(5)	36	337	200	97	128	(31)	134	(37)	
3.4	4.8	(1.4)	6.2	3.3	4.0	4.4	4.8	(0)	5.6	(1.15)	
93	154	(61)	223	18,335	10,572	427	616	(189)	744	(317)	
1,056	1,114	(58)	1,467	7,784	6,335	3,872	4,456	(584)	4,854	(982)	
601	607	(6)	704	3,493	2,702	2,331	2,428	(97)	2,709	(378)	
661	667	(6)	618	10%	6%	2,852	2,668	184	2,684	168	
4%	4%	-0.4%	5%	87	42	3%	4%	-1%	4%	-2%	
-	-	-	-	513	260	-	-	-	0	-	
-	-	-	-	600	302	-	-	-	0	-	
ER Visits Conversion to Acute Admissions											
Surgery Cases											
Inpatient Surgery Cases											
Outpatient Surgery Cases											
Total Surgeries											
Profitability											
8%	15%	-7%	24%	7%	4%	7%	15%	-8%	23%	-16%	
-8%	15%	-23%	11%	2%	2%	-9%	15%	-24%	8%	-17%	
57%	46%	11%	40%	47%	50%	55%	46%	9%	46%	9%	
11%	2%	9%	3%	2%	6%	9%	2%	7%	7%	3%	
93%	89%	89%	89%	83%	78%	93%	89%	89%	89%	4%	
\$ 13,204	\$ 13,282	\$ 78	\$ 13,282			\$ 13,204	\$ 13,204		\$ 13,282	(\$77)	
\$ 5,723	\$ 8,029	\$ 2,306	\$ 8,029			\$ 5,723	\$ 5,723		\$ 8,029	(\$2,306)	
43%	40%	3%	38%	35%	40%	44%	40%	4%	38%	6%	
9%	7%	2%	7%	11%	12%	9%	7%	2%	6%	2%	
7%	8%	-1%	8%	10%	13%	6%	8%	-2%	7%	0%	
Cash and Liquidity											
147				236	106	147			165	(18)	
41				47	57	41			39	2	
26				41	53	26			22	5	
39				30	35	39			32	7	
5.7				4.3	2.6	5.7			4.0	1.7	

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

Description	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
Admissions												
Acute	-	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	24	18	17	18
Swing	-	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	3	7	6	4
Total Admissions	-	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	27	25	23	22
ALOS (acute and swing)	-	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	3.4	5.0	4.3	4.9
Patient Days (acute and swing)	-	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	93	126	100	108
Outpatient Visits	-	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	1,056	750	904	1,162
Rural Health Clinic Visits	-	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	601	542	649	539
ER Visits	-	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	661	699	735	757
ER Visits Conversion to Acute Admissions	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	4%	3%	2%	2%
Surgery Cases												
Inpatient Surgery Cases	-	-	-	-	-	-	-	-	-	-	-	-
Outpatient Surgery Cases	-	-	-	-	-	-	-	-	-	-	-	-
Total Surgeries	-	-	-	-	-	-	-	-	-	-	-	-
Profitability												
EBITDA % Net Rev	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	8%	-2%	12%	10%
Operating Margin %	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-8%	-19%	-4%	-6%
Rev Ded % Net Rev	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	57%	52%	58%	54%
Bad Debt % Net Pt Rev	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	11%	9%	8%	11%
Outpatient Revenue %	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	93%	92%	94%	94%
Gross Patient Revenue/Adjusted Admission	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ 13,204	\$ 13,675	\$ 12,775	\$ 12,854
Net Patient Revenue/Adjusted Admission	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ 5,723	\$ 6,557	\$ 5,420	\$ 5,966
Salaries % Net Pt Rev	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	43%	45%	43%	43%
Benefit% % Net Pt Rev	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	9%	11%	9%	7%
Supplies % Net Pt Rev	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	7%	6%	7%	6%
Cash and Liquidity												
Days Cash on Hand	-	-	-	-	-	-	-	-	147	147	149	148
A/R Days (Gross)	-	-	-	-	-	-	-	-	41	37	38	38
A/R Days (Net)	-	-	-	-	-	-	-	-	26	22	27	24
Days in AP	-	-	-	-	-	-	-	-	39	35	32	43
Current Ratio	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	5.7	6.5	7.5	6.7



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

Description	Month Ending 10/31/2022	Month Ending 9/30/2022	Month Ending 8/31/2022	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
	10/31/2022	9/30/2022	8/31/2022	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
<b>Admissions</b>												
Acute	24	18	17	18	23	18	18	22	23	37	31	38
Swing	3	7	6	4	3	2	2	5	3	8	7	3
<b>Total Admissions</b>	<b>27</b>	<b>25</b>	<b>23</b>	<b>22</b>	<b>26</b>	<b>20</b>	<b>20</b>	<b>27</b>	<b>26</b>	<b>45</b>	<b>38</b>	<b>41</b>
ALOS (acute and swing)	3.4	5.0	4.3	4.9	3.0	5.5	4.9	5.2	5.3	3.8	5.3	4.1
Patient Days (acute and swing)	93	126	100	108	79	109	97	141	139	172	202	170
Outpatient Visits	1,056	750	904	1,162	844	923	1,105	962	1,032	1,463	1,014	1,169
Rural Health Clinic Visits	601	542	649	539	528	547	667	661	545	557	511	690
ER Visits	661	699	735	757	748	757	639	650	534	676	644	678
ER Visits Conversion to Acute Admissions	4%	3%	2%	2%	3%	2%	3%	3%	4%	5%	5%	6%
<b>Surgery Cases</b>												
Inpatient Surgery Cases	-	-	-	-	-	-	-	-	-	-	-	-
Outpatient Surgery Cases	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Surgeries</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Profitability</b>												
EBITDA % Net Rev	8%	-2%	12%	10%	8%	-13%	9%	12%	-5%	27%	28%	42%
Operating Margin %	-8%	-19%	-4%	-6%	-9.8%	-32.0%	-6.8%	-3.7%	-24%	13%	16%	32%
Rev Ded % Net Rev	57%	52%	58%	54%	53%	50%	50%	46%	56%	37%	41%	44%
Bad Debt % Net Pt Rev	11%	9%	9%	8%	8.4%	3.1%	4.7%	2.3%	7%	1%	6%	3%
Outpatient Revenue %	93%	92%	94%	94%	93%	95%	91%	92%	86%	84%	86%	84%
Gross Patient Revenue/Adjusted Admission	\$ 13,204	\$ 13,675	\$ 12,775	\$ 12,854	\$ 11,345	\$ 11,779	\$ 19,015	\$ 12,196	\$ 19,250	\$ 15,136	\$ 15,418	\$ 17,278
Net Patient Revenue/Adjusted Admission	\$ 5,723	\$ 6,557	\$ 5,420	\$ 5,966	\$ 5,295	\$ 5,943	\$ 9,934	\$ 6,607	\$ 8,546	\$ 9,547	\$ 9,095	\$ 9,739
Salaries % Net Pt Rev	43%	45%	43%	43%	42%	37%	38%	40%	59%	37%	38%	36%
Benefits % Net Pt Rev	9%	11%	9%	7%	8%	7%	11%	8%	10%	7%	7%	6%
Supplies % Net Pt Rev	7%	6%	7%	6%	10%	5%	6%	8%	9%	5%	7%	8%
<b>Cash and Liquidity</b>												
Days Cash on Hand	147	147	149	148	167	162	168	172	181	185	179	174
A/R Days (Gross)	41	37	38	38	38	41	39	38	39	41	39	41
A/R Days (Net)	26	22	24	27	22	26	25	26	29	31	26	27
Days in AP	39	35	32	43	32	45	25	27	33	30	24	32
Current Ratio	5.7	6.5	7.5	6.7	4.8	4.2	4.5	4.3	4.2	4.7	4.6	4.3

Sierra Vista Hospital  
Detailed Stats by Month  
10/31/2022

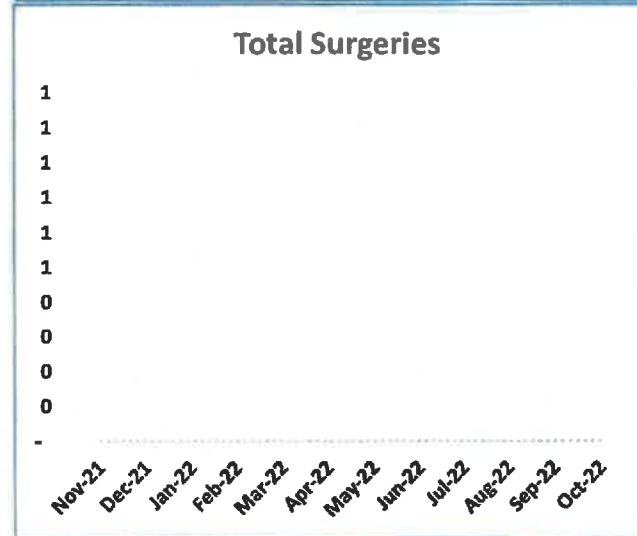
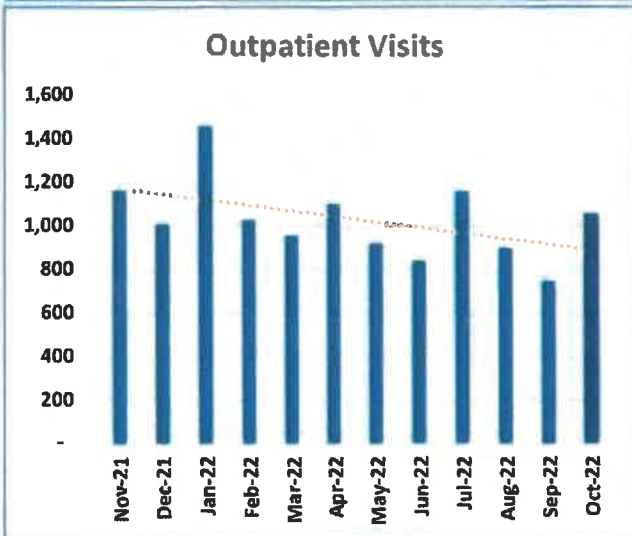
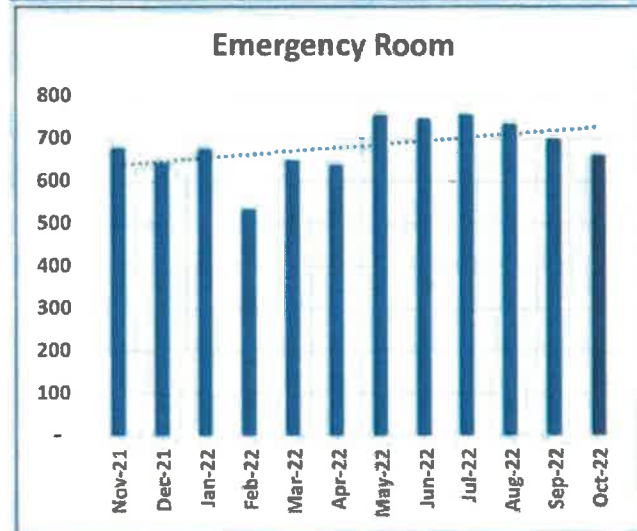
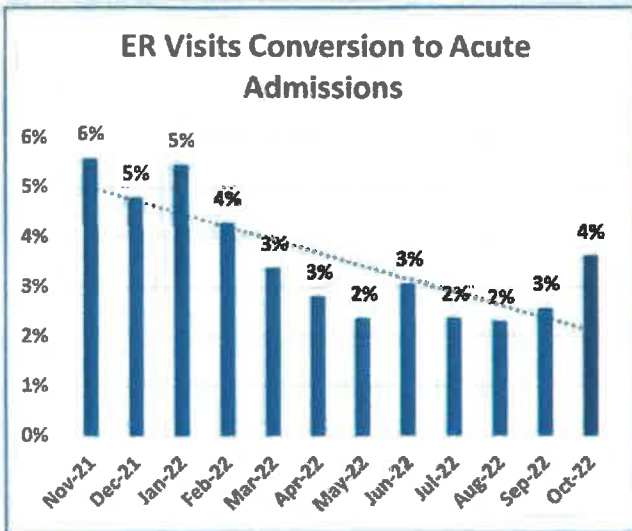
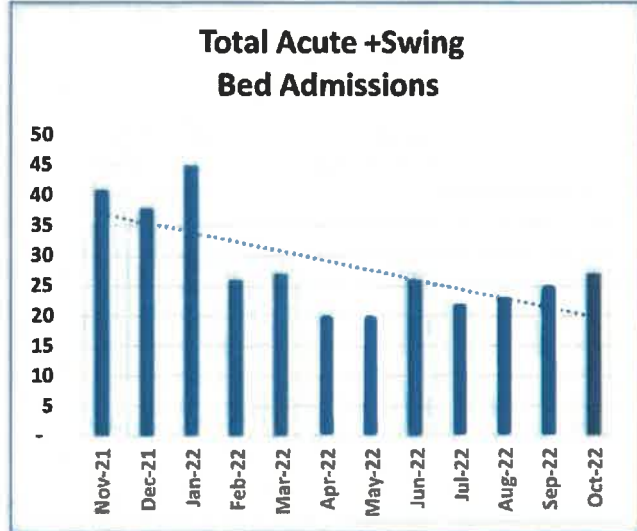
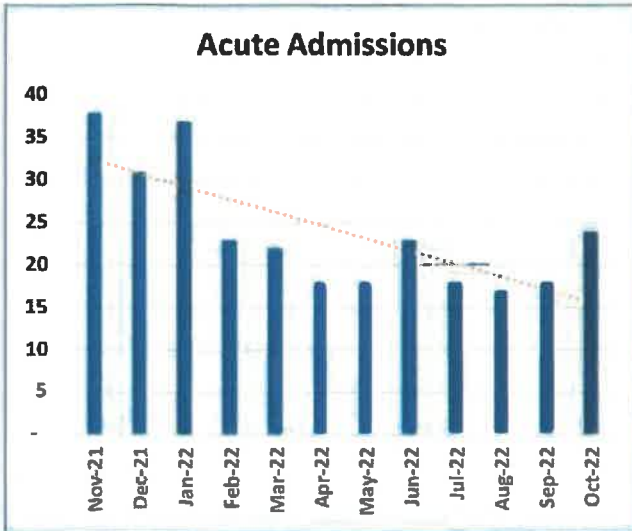
(SUBJECT TO AUDIT)

Project Report														
Description	FY2023	Avg FY2023	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
Total Acute Patient Days	259	65							79	74			42	64
Total Swingbed Patient Days	168	42							14	52			58	44
Total Acute Hours (based on Disch Hrs)	6,223	1,556							1,900	1,777			1,001	1,545
TOTAL ACUTE														
Patient Days	259	65							79	74			42	64
Admits	77	19							24	18			17	18
Discharges	73	18							20	19			17	17
Discharge Hours	6,223	1,556							1,900	1,777			1,001	1,545
Avg LOS	3.5	3.5	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	4.0	3.9	2.5	3.8
Medicare Acute														
Patient Days	188	47							77	57			30	24
Admits	49	12							20	9			12	8
Discharges	49	12							20	9			12	8
Discharge Hours	4,492	1,123							1,846	1,359			719	568
Avg LOS	3.8	3.8	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	3.9	6.3	2.5	3.0
SWING - ALL (Medicare/Other)														
Patient Days	168	42							14	52			58	44
Admits	20	5							3	7			6	4
Discharges	18	5							3	5			6	4
Discharge Hours	3,395	849							335	616			1,398	1,046
Avg LOS	9.3	9.3	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	4.7	10.4	9.7	11.0
Observations														
Patient Days	110	28							33	20			22	35
Admits	72	18							19	17			17	19
Discharge Hours	2,642	661							784	491			536	831
Emergency Room														
Total ER Patients	2,852	713							661	699			735	757
Admitted	63	16							16	19			12	16
Transferred	370	93							79	59			161	71
Ambulance														
Total ALS/BLS runs	1,272	318							332	275			336	329
911 Calls	908	227							232	196			241	239
Transfers	364	91							100	79			95	90
OP Registrations	3,872	968							1,056	750			904	1,162
Vaccine Clinic	249	62							181	8			16	44
Rural Health Clinic														
Total RHC Visits	2,331	583							601	542			649	539
Avg Visits per day	108	27							26	27			30	25
Behavioral Health														
Patients Seen	730	183							222	176			142	190

Sierra Vista Hospital  
Detailed Stats by Month  
10/31/2022  
(SUBJECT TO AUDIT)

	FY2023	Avg FY2023	Month Ending 6/30/2023	Month Ending 7/31/2023	Month Ending 8/31/2023	Month Ending 9/30/2023	Month Ending 10/31/2023	Month Ending 11/30/2023	Month Ending 12/31/2023	Month Ending 1/31/2024	Month Ending 2/28/2024	Month Ending 3/31/2024	Month Ending 4/30/2024	Month Ending 5/31/2024	Month Ending 6/30/2024	Month Ending 7/31/2024
<b>Dietary</b>																
Inpatient Meals	3,254	814														
Outpatient Meals	548	137														
Cafeteria Meals	12,059	3,015														
Functions	944	236														
<b>Laboratory</b>																
In-house Testing	69,830	17,458														
Sent Out Testing	2,457	614														
Drugscreens	123	31														
<b>Physical Therapy</b>																
PT Visits	1,075	269														
Tx Units	4,066	1,017														
Outpatient	168	42														
Inpatient	148	37														
<b>Radiology</b>																
X-Ray Patients	1,683	421														
CT Patients	1,282	321														
Ultrasound Patients	486	122														
Mammogram Patients	194	49														
MRI Patients	237	59														
Nuclear Medicine Patients	14	4														
DEXA	71	18														
<b>Surgery</b>																
Surgical Procedures - OR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GI Lab Scopes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Major Surgery	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Minor Surgery Under TIVA/Sedation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Inpatient Procedures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Outpatient Procedures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

## Volume Trends



Sierra Vista Hospital  
INCOME STATEMENT  
October 31, 2022

MONTH				YEAR TO DATE						
Actual 10/31/22	Budget 10/31/22	Variance to Budget	Prior Year 10/31/21	Variance to Prior Year	DESCRIPTION	Actual 10/31/22	Budget 10/31/22	Variance to Budget	Prior Year 10/31/21	Variance to Prior Year
\$ 5,093,059	\$ 4,641,117	\$ 451,941	\$ 4,346,694	\$ 746,365	Gross Patient Revenue	\$ 18,976,914	\$ 18,414,755	\$ 562,159	\$ 17,519,652	\$ 1,457,262
\$ 2,495,591	1,950,025	545,565	1,566,157	\$ 929,434	Revenue Deductions	9,176,204	7,737,198	1,439,007	7,114,587	\$ 2,061,617
\$ 263,472	134,708	128,764	74,595	\$ 188,877	Contractual Allowances	879,628	534,487	345,141	695,520	\$ 184,108
\$ 128,587	60,323	68,264	78,507	\$ 50,080	Bad Debt	408,897	239,346	169,552	247,555	161,342
\$ 2,887,649	\$ 2,145,056	\$ 742,593	\$ 1,719,259	\$ 1,168,391	Other Deductions	\$ 10,464,730	\$ 8,511,030	\$ 1,953,699	\$ 8,057,662	\$ 2,407,067
\$ 2,202	18,162	(15,960)	223	\$ 1,979	Total Revenue Deductions	9,669	72,061	(62,392)	3,201	6,467
\$ 2,207,611	\$ 2,514,223	\$ (306,611)	\$ 2,627,658	\$ (420,047)	Other Patient Revenue	\$ 8,521,853	\$ 9,975,785	\$ (1,453,932)	\$ 9,465,191	\$ (943,339)
	43%	54%	60%	(17%)	Net Patient Revenue		54%	(9%)	54%	(9%)
\$ 142,078	208,214	(66,136)	234,590	(\$92,512)	Gross to Net %	818,493	826,141	(7,647)	947,294	(128,801)
\$ 135,314	175,911	(40,596)	136,001	(\$687)	Other Operating Revenue	601,336	697,968	(96,632)	559,785	41,551
\$ 2,485,004	\$ 2,898,348	\$ (413,344)	\$ 2,998,249	\$ (513,245)	Non-Operating Revenue	\$ 9,941,682	\$ 11,499,894	\$ (1,558,212)	\$ 10,972,270	\$ (1,030,588)
\$ 1,164,042	\$ 1,198,972	(\$34,930)	\$ 1,190,167	(\$26,126)	Salaries & Benefits	\$4,564,655	\$4,757,212	(192,557)	\$4,243,323	\$321,332
\$ 959,534	1,004,964	(45,429)	994,453	-(34,919)	Salaries	3,713,987	3,987,437	(273,450)	3,560,002	153,985
\$ 190,504	174,769	15,735	185,508	4,996	Benefits	756,579	693,438	63,142	613,819	142,761
\$ 14,004	19,239	(5,236)	10,207	3,797	Other Salary & Benefit Expense	94,089	76,337	17,752	69,503	24,586
\$ 143,508	192,086	(48,577)	203,136	(59,627)	Supplies	550,782	762,146	(211,365)	658,057	(\$107,275)
\$ 631,234	706,788	(75,554)	489,167	142,066	Contract Services	2,584,997	2,804,352	(219,355)	1,979,271	\$ 605,725
\$ 180,160	214,586	(34,427)	180,370	(210)	Professional Fees	718,691	851,422	(132,731)	703,699	\$ 14,992
\$ 7,514	7,725	(212)	8,575	(1,061)	Leases/Rentals	36,395	30,653	5,743	25,734	\$ 10,661
\$ 46,475	36,713	9,762	44,155	2,320	Utilities	178,376	145,668	32,708	162,209	\$ 16,167
\$ 34,975	54,250	(19,274)	44,792	(9,817)	Repairs / Maintenance	171,805	215,248	(43,443)	213,517	(\$41,711)
\$ 45,873	76,661	(30,789)	68,910	(23,038)	Insurance	281,291	304,172	(22,881)	275,912	\$ 5,379
\$ 20,073	38,079	(18,006)	37,067	(\$16,994)	Other Operating Expenses	139,152	151,086	(11,934)	160,780	(\$21,628)
\$ 2,273,853	\$ 2,525,860	(\$252,007)	\$ 2,266,338	\$ 7,514	Total Operating Expenses	\$9,226,144	\$10,021,959	(\$795,815)	\$8,422,501	\$ 803,642
\$ 211,151	\$ 372,488	(\$161,337)	\$ 731,911	(\$520,759.78)	EBITDA	\$715,538	\$1,477,936	(\$762,397)	\$2,549,769	(\$1,834,230)
	8%	(4%)	24%	(16%)	EBITDA Margin	7%	13%	(6%)	23%	(16%)
\$ 285,285	\$ 294,249	(\$8,964)	\$ 288,341	(\$3,056)	Non - Operating Expenses	1,139,565	\$1,167,505	(27,940)	\$1,151,873	(\$12,308)
\$ 73,377	75,627	(\$2,250)	73,487	(\$110)	Depreciation and Amortization	295,597	300,070	(4,473)	\$ 296,570	(\$973)
\$ 45,182	47,209	(\$2,027)	55,051	(\$9,869)	Interest	179,065	187,315	(8,249)	\$ 189,058	(\$9,992)
\$ 403,844	\$ 417,086	(\$13,241)	\$ 416,879	(\$13,034)	Tax/Other	\$1,614,228	\$1,654,890	(\$40,662)	\$1,637,501	\$ 23,274)
\$ 192,693	\$ 444,598	(\$148,095)	\$ 315,032	(\$507,725)	Total Non Operating Expense	(\$898,689)	(\$176,954)	(\$721,735)	\$ 912,468	(\$1,810,957)
	(8%)	(6%)	11%	(18%)	NET INCOME (LOSS)		(2%)	(8%)	8%	(17%)
					Net Income Margin					



Sierra Vista Hospital  
INCOME STATEMENT by Month  
October 31, 2022

Description	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
<b>Revenues</b>												
Gross Patient Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Deductions												
Contractual Allowances												
Bad Debt												
Other Deductions												
Total Revenue Deductions												
Other Patient Revenue												
Net Patient Revenue												
Gross to Net %												
Other Operating Revenue												
Non-Operating Revenue												
Total Operating Revenue												
<b>Expenses</b>												
Salaries & Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Salaries												
Benefits												
Other Salary & Benefit Expense												
Supplies												
Contract Services												
Professional Fees												
Leases/Rentals												
Utilities												
Repairs / Maintenance												
Insurance												
Other Operating Expenses												
Total Operating Expenses												
EBITDA												
EBITDA Margin												
Non - Operating Expenses												
Depreciation and Amortization												
Interest												
Tax/Other												
Total Non Operating Expenses												
NET INCOME (LOSS)												
Net Income Margin												

Sierra Vista Hospital  
TWELVE MONTH INCOME STATEMENT  
October 31, 2022

Description	Month Ending												Month Ending			
	10/31/2022	9/30/2022	8/31/2022	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	Month Ending	12/31/2022	1/31/2022	11/30/2021
<b>Revenues</b>																
Gross Patient Revenue	\$ 5,093,059	\$ 4,273,541	\$ 4,897,013	\$ 4,713,301	\$ 4,213,781	\$ 4,711,436	\$ 4,225,491	\$ 4,116,284	\$ 3,575,083	\$ 4,257,015	\$ 4,185,011	\$ 4,427,493				
Revenue Deductions																
Contractual Allowances	2,495,591	1,975,761	2,464,567	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				
Bad Debt	263,472	202,078	216,838	197,240	180,600	77,177	107,657	52,445	124,185	30,998	147,779	88,057				
Other Deductions	128,587	51,025	140,839	88,447	132,022	108,432	58,653	101,839	34,833	69,482	36,850	65,154				
Total Revenue Deductions	\$ 2,887,649	\$ 2,228,864	\$ 2,822,244	\$ 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				
Other Patient Revenue	2,202	4,366	3,043	58	471	12	202,366	761	2,439	2,411	(2,256)	4,236				
Net Patient Revenue	\$ 2,207,611	\$ 2,049,043	\$ 2,077,812	\$ 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				
Gross to Net %	43%	48%	42%	46%	46.7%	50%	52%	54%	44%	63%	59%	56%				
Other Operating Revenue	142,078	322,559	183,822	170,035	244,617	(764,593)	253,020	229,154	407,705	236,475	245,623	257,456				
Non-Operating Revenue	135,314	31,923	285,973	148,126	321,334	538,200	207,887	210,151	126,373	136,923	524,485	1,111,105				
Total Operating Revenue	\$ 2,485,004	\$ 2,403,525	\$ 2,547,607	\$ 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				
<b>Expenses</b>																
Salaries & Benefits	1,164,042	1,180,350	1,099,943	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				
Salaries	959,534	928,471	891,515	934,466	827,216	883,393	841,508	884,152	935,149	994,277	933,787	897,931				
Benefits	190,504	220,894	185,721	159,461	165,628	172,534	251,025	174,881	150,964	184,486	168,877	148,603				
Other Salary & Benefit Expense	14,004	30,985	22,707	26,393	24,098	19,497	37,671	12,915	4,802	8,868	12,739	16,213				
Supplies	143,508	127,032	150,029	130,212	191,130	123,361	137,324	186,932	145,782	135,106	180,104	192,722				
Contract Services	631,234	735,150	583,126	635,487	720,752	820,249	797,908	713,877	581,223	533,176	590,882	579,918				
Professional Fees	180,160	177,798	180,366	180,368	178,417	180,370	178,417	180,370	174,511	180,370	180,370	178,580				
Leases/Rentals	7,514	9,050	9,411	10,421	9,125	4,921	9,571	11,210	3,103	6,377	12,959	7,323				
Utilities	46,475	38,432	42,610	50,859	49,790	48,261	36,822	30,623	32,989	32,182	33,143	32,255				
Repairs / Maintenance	34,975	57,920	48,769	30,142	63,485	60,516	41,785	56,795	94,507	48,475	47,157	96,695				
Insurance	45,873	78,159	79,477	77,783	67,825	68,149	68,351	67,827	68,149	70,297	69,939	39,655				
Other Operating Expenses	20,073	46,932	45,241	26,905	43,903	46,048	40,398	36,002	33,489	43,145	92,642	34,089				
Total Non Operating Expenses	\$ 2,273,853	\$ 2,450,824	\$ 2,238,971	\$ 2,262,096	\$ 2,341,368	\$ 2,427,299	\$ 2,440,778	\$ 2,355,583	\$ 2,224,667	\$ 2,236,758	\$ 2,322,599	\$ 2,223,984				
EBITDA	\$ 211,151	\$ (47,299)	\$ 308,636	\$ 243,051	\$ 191,231	\$ (276,579)	\$ 227,616	\$ 313,444	\$ (103,442)	\$ 821,667	\$ 916,139	\$ 1,640,190				
EBITDA Margin	8%	-2%	12%	10%	7.6%	-13%	9%	12%	-5%	27%	28%	42%				
<b>Non - Operating Expenses</b>																
Depreciation and Amortization	285,285	285,258	284,522	284,500	309,965	290,430	290,430	289,899	288,723	288,751	289,084	288,362				
Interest	73,377	73,387	75,427	73,406	73,415	75,591	75,735	73,442	73,451	73,460	73,469	75,914				
Tax/Other	45,182	48,047	43,713	42,123	54,948	44,937	42,004	47,582	44,305	47,309	51,431	41,521				
Total Non Operating Expenses	\$ 403,844	\$ 406,692	\$ 403,662	\$ 400,029	\$ 438,327	\$ 410,958	\$ 408,169	\$ 410,923	\$ 406,479	\$ 409,521	\$ 413,984	\$ 405,798				
NET INCOME (LOSS)	\$ (192,693)	\$ (453,991)	\$ (95,027)	\$ (156,978)	\$ (247,096)	\$ (687,537)	\$ (180,554)	\$ (97,479)	\$ (509,921)	\$ 412,147	\$ 502,154	\$ 1,234,392				
Net Income Margin	(8%)	(19%)	(4%)	(6%)	(9.8%)	(32%)	(7%)	(4%)	(24%)	13%	16%	32%				

Sierra Vista Hospital  
BALANCE SHEET  
October 31, 2022

October 31, 2022 (Unaudited)	DESCRIPTION	June 30, 2022
	<b>Assets</b>	
	<b>Current Assets</b>	
\$ 11,005,147	Cash and Liquid Capital	\$ 11,860,878
\$ 208,513	US Bank Clearing	\$ 535,046
\$ 11,213,660	Total Cash	\$ 12,395,924
\$ 6,430,226	Accounts Receivable - Gross	\$ 5,393,178
\$ 4,586,176	Contractual Allowance	\$ 3,689,594
\$ 1,844,050	Total Accounts Receivable, Net of Allowance	\$ 1,703,584
\$ 1,245,509	Other Receivables	\$ 843,919
\$ 409,330	Inventory	\$ 389,634
\$ 665,926	Prepaid Expense	\$ 183,210
\$ 15,378,476	Total Current Assets	\$ 15,516,271
	<b>Long Term Assets</b>	
\$ 53,964,425	Fixed Assets	\$ 53,822,297
\$ 16,203,163	Accumulated Depreciation	\$ 15,063,598
\$ 1,123,717	Construction In Progress	\$ 954,129
\$ 38,884,980	Total Fixed Assets, Net of Depreciation	\$ 39,712,828
\$ 38,884,980	Total Long Term Assets	\$ 39,712,828
\$ 2,591,947	New Hospital Loan	\$ 2,104,724
\$ 56,855,403	Total Assets	\$ 57,333,823
	<b>Liabilities &amp; Equity</b>	
	<b>Current Liabilities</b>	
\$ 1,483,953	Account Payable	\$ 1,373,828
\$ 448,052	Interest Payable	\$ 140,460
\$ 42,682	Accrued Taxes	\$ 48,661
\$ 937,805	Accrued Payroll and Related	\$ 842,615
\$ (220,000)	Cost Report Settlement	\$ (220,000)
\$ 2,692,492	Total Current Liabilities	\$ 2,185,564
	<b>Long term Liabilities</b>	
\$ 25,393,887	Long Term Notes Payable	\$ 25,409,748
\$ 25,393,887	Total Long Term Liabilities	\$ 25,409,748
\$ 333,705	Unapplied Liabilities	\$ 381,324
\$ 303,113	Capital Equipment Lease	\$ 326,293
\$ 28,723,198	Total Liabilities	\$ 28,302,929
\$ 28,324,898	Retained Earnings	\$ 29,175,814
\$ (192,693)	Net Income	\$ (144,920)
\$ 56,855,403	Total Liabilities and Equity	\$ 57,333,823

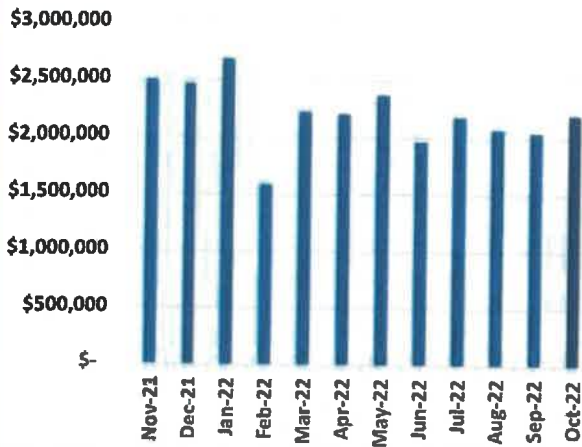


Sierra Vista Hospital  
BALANCE SHEET by Month  
October 31, 2022

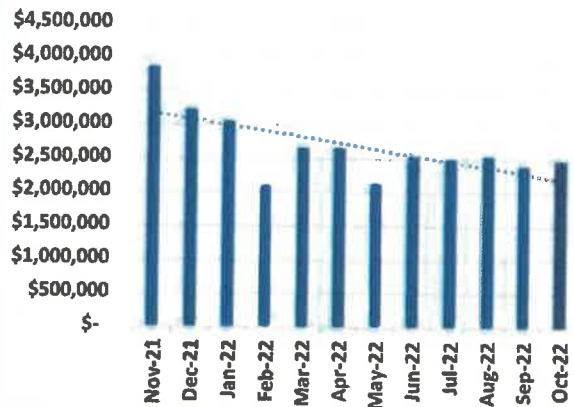
Assets	Month Ending 6/30/2023	Month Ending 5/31/2023	Month Ending 4/30/2023	Month Ending 3/31/2023	Month Ending 2/28/2023	Month Ending 1/31/2023	Month Ending 12/31/2022	Month Ending 11/30/2022	Month Ending 10/31/2022	Month Ending 9/30/2022	Month Ending 8/31/2022	Month Ending 7/31/2022
<b>Current Assets</b>												
Cash and Liquid Capital												
US Bank Clearing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cash	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accounts Receivable - Gross												
Contractual Allowance												
Total Accounts Receivable, Net of Allowance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Receivables												
Inventories												
Prepaid Expense												
Total Current Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Long Term Assets</b>												
Fixed Assets												
Accumulated Depreciation												
Construction in Progress												
Total Fixed Assets, Net of Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Long Term Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
New Hospital Loan												
Total Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Liabilities &amp; Equity</b>												
<b>Current Liabilities</b>												
Account Payable												
Interest Payable												
Accrued Taxes												
Accrued Payroll and Related												
Cost Report Settlement												
Total Current Liabilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Long Term Liabilities</b>												
Long Term Notes Payable												
Total Long Term Liabilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Unapplied Liabilities												
Capital Equipment Lease												
Total Liabilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Retained Earnings												
Net Income												
Total Liabilities and Equity	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

## Financial Trends

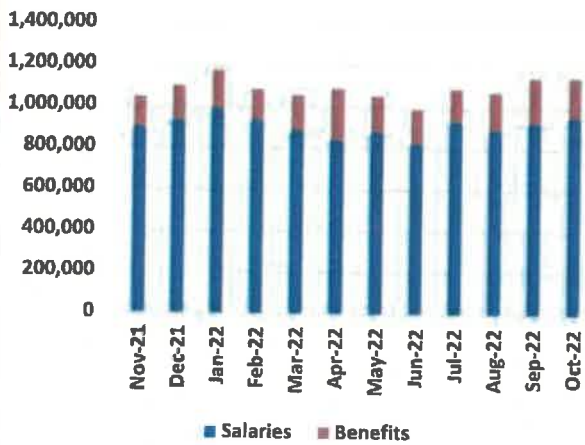
### Net Patient Revenue



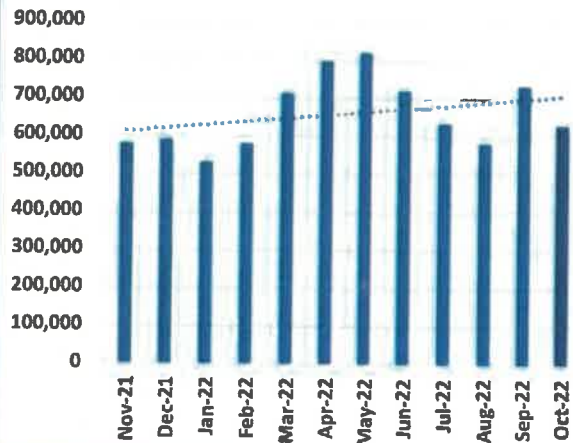
### Total Operating Revenue



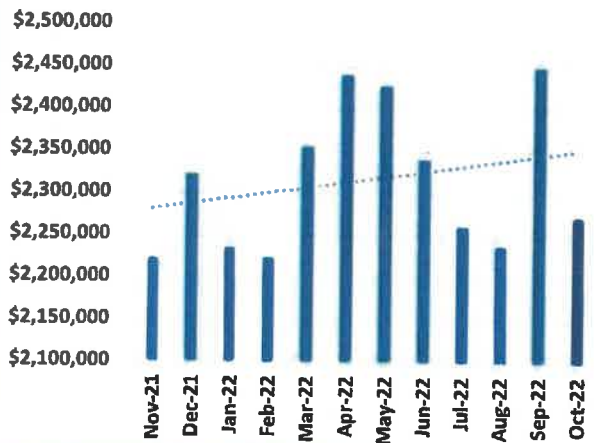
### Employed Labor Costs



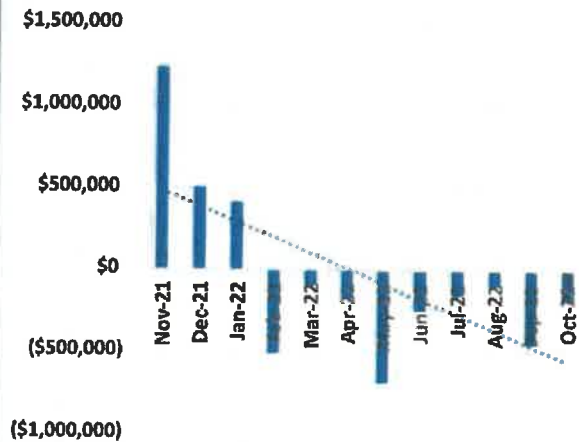
### Contract Services



### Total Expenses



### Net Income (Loss)



Sierra Vista Hospital  
 10/31/2022  
**Reserves**

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

FY22 Cost Report Receivable

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

	10/31/2022	Notation
	370,000	
	(150,000)	
<b>Total Liability</b>	<b>220,000</b>	

## ANESTHESIA SERVICES AGREEMENT

This ANESTHESIA SERVICES AGREEMENT (this "**Agreement**") is entered into by and between **SIERRA VISTA HOSPITAL 69 d/b/a SIERRA VISTA HOSPITAL AND CLINICS** ("**Hospital**") and **RURAL HEALTH PROVIDER SOLUTIONS, LLC**, a Texas limited liability company ("**RHPS**"), made effective as of the 1st day of November, 2022 (the "**Effective Date**"). RHPS and Hospital shall be referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**".

### RECITALS

A. Hospital is deemed a critical access hospital located in a community in which a need exists for surgical and other healthcare services within its service area.

B. RHPS is engaged in the provision of surgical and other healthcare services through its network of physicians (each a "**Provider**" or, collectively, the "**Providers**").

C. Hospital desires to engage with RHPS to provide certain services more specifically described herein by and through the Providers on an exclusive basis, and RHPS desires to engage with Hospital to provide such services in accordance with the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and promises made herein, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Services.** RHPS shall provide to Hospital, by and through the Providers, anesthesia services at the Hospital during the Term (hereinafter defined) as more specifically described on **Exhibit A**, attached hereto (the "**Services**"). RHPS shall be the exclusive provider to Hospital of the Services. Hospital shall not contract with another third party to provide the Services.
2. **Term.** The term of this Agreement shall commence on a date to be mutually agreed upon by the parties and set forth in a written notice executed by both parties, which date shall be the first day of a calendar month (unless otherwise agreed in writing) (the "**Commencement Date**") and shall continue for a period as specified in **Exhibit A**, attached hereto (the "**Initial Term**"), unless earlier terminated as provided herein. Thereafter, this Agreement shall automatically renew for additional, successive periods as provided in **Exhibit A**, attached hereto (each, a "**Renewal Term**") unless either Party gives written notice of non-renewal not less than ninety (90) days prior to the expiration of the then current term. The Initial Term, together with all Renewal Terms shall be referred to herein as the "**Term**". The Term shall be comprised of successive contract years commencing on the Commencement Date and each anniversary thereafter of the Commencement Date (each a "**Contract Year**"). The Commencement Date shall be automatically delayed in the event Hospital is unable to permit or facilitate the Services, including without limitation, if Hospital has not made available adequate facilities, equipment, professional staffing or support, or has not obtained required legal or industry certification, licensing, or occupancy approval.

### **3. Duties of RHPS.**

- a. The Providers shall meet the qualifications set forth on Exhibit B, attached hereto and made a part hereof.
- b. The Providers shall, together with and to the same extent as other medical staff, be subject to rules, regulations, bylaws, policies, procedures, provider manuals and guidelines, and codes of conduct applicable to all medical staff; provided the foregoing have been published and delivered to RHPS, who shall deliver them to the Providers.
- c. The Providers shall serve all patients (within the scope of their licensure and training) and shall not discriminate on the basis of race, creed, color, religion, national origin, sex, age, payer, sexual orientation, handicap, disability, or other protected class.
- d. The Providers shall use their best efforts to provide the Services in accordance with generally accepted medical standards in the community, accreditation standards of The Joint Commission or other regulatory body (if and as applicable), and the requirements for reimbursement promulgated by the Centers for Medicare and Medicaid Services ("CMS") as currently in effect and as may be amended or modified by CMS from time to time.

### **4. Duties of Hospital.**

- a. Hospital shall credential Providers through its normal credentialing process and all application and related fees associated with such credentialing process shall be waived by Hospital.
- b. Hospital shall provide appropriate amenities for the Providers as further described on Exhibit C, attached hereto and made a part hereof.
- c. Hospital shall provide and make available up-to-date, clean, well maintained, and properly functioning anesthesia equipment and facilities, and at all times will employ, engage, or otherwise have available qualified, certified, experienced, professional staffing and support, including without limitation anesthesiology services, when and as needed for providers to fulfill the schedule and otherwise perform as provided under this Agreement,
- d. Hospital shall provide administrative staff, appropriately maintained medical and office equipment, and medical and office equipment and supplies as are necessary for performance of the Services by the Providers and compliance with this Agreement by RHPS. The Parties will work together to determine and define an appropriate orientation to the Hospital and training on its electronic medical records system. Such orientation and training shall be provided by the Hospital to the Providers.
- e. Hospital shall consider suggestions and recommendations from RHPS and the Providers pertaining to patient care matters, and the Parties shall work cooperatively to support the provision of high quality patient care at the Hospital.

- f. Hospital shall be responsible for credentialing the Providers under Hospital's normal credentialing process, third party payor agreements and CMS rules or regulations; provided, RHPS and the Providers shall cooperate with Hospital's reasonable requests for such information as may be necessary for Hospital to so credential the Providers. All application and related fees associated with such credentialing process shall be waived by Hospital.
  - g. Neither Hospital, nor Hospital staff, shall interfere with the independent, professional medical judgment of the Providers.
  - h. Hospital will notify RHPS of any concerns or issues regarding productivity, professionalism, or other reasonable acts or omissions of the Providers jeopardizing patient safety. Nothing in this Paragraph 4.h. requires Hospital to disclose to RHPS information obtained or created by a review organization as part of peer review of any Provider, where such information is deemed strictly confidential under the New Mexico Review Organization Immunity Act, NMSA 1978, Section 41-9-1 through 41-9-7.
- 5. **Relationship of Parties.** RHPS and Hospital acknowledge that they are independent legal entities. Except as otherwise expressly set forth in this Agreement, nothing in this Agreement shall be construed or be deemed to create between them any relationship of principal and agent, partnership, joint venture, or any relationship other than that of independent parties. The Parties acknowledge that neither RHPS and Hospital, nor any Provider and Hospital, have an employee-employer relationship. RHPS shall be responsible for complying with all tax, social security, and other local, state and federal requirements applicable to funds received by RHPS pursuant to this Agreement. No Party, or their respective agents or employees, shall be required to assume or bear any responsibility for the acts or omissions, or any consequences thereof of the other Party under this Agreement.
- 6. **Billing.** Hospital shall bill patients for all professional services rendered by the Providers under this Agreement at rates determined exclusively by Hospital; provided, that the Providers shall furnish Hospital with charge information necessary for Hospital to bill for the Services provided by Providers, identify the proper level of service, provide supporting medical record entries, and review and certify claim forms if required by applicable law or third-party payors. Hospital shall defend, indemnify, and hold harmless RHPS and the Providers from any and all claims, losses, liabilities, damages, fines, costs and expenses (including legal fees) arising out of or from Hospital's billing and collection activities under this Agreement, unless such claims, losses, liabilities, damages, fines, costs, or expenses arise from action or inaction by RHPS or any Provider.
- 7. **Records; Access; Audits.**
  - a. **Medical Records.** The Hospital shall maintain medical records for services provided under this Agreement in a current, detailed, organized, comprehensive manner and in accordance with applicable state and federal laws, customary medical practice in the community where the Hospital is located, and Hospital policies. Providers shall be required to chart in the patient's Hospital medical records as customary for services provided to patients within the Hospital. Medical records shall be legible, reflect all aspects of pertinent care, contain a current and complete medical history and listing of

allergies, medications, and diagnoses. For each patient encounter, there shall be completed, dated, and signed progress notes which, at a minimum, contain the chief complaint or purpose of the visit, diagnosis or findings, and therapeutic plan. Where appropriate, there shall be evidence of follow-up or previous encounters. All medical records for services provided to patients within the Hospital shall be the property of the Hospital. The Parties agree that RHPS and the Providers shall have such access to a patient's medical records as necessary to provide appropriate care to the patient and document such care and as permitted by applicable federal and state laws. In the event a Provider is sued for malpractice involving care provided pursuant to this Agreement, Hospital will make a copy of records created or reviewed by the Provider available to Provider upon request, as permitted by federal and state confidentiality laws. If RHPS or Provider requires copies of, or access to, medical records for any other purpose, Hospital shall provide copies upon presentation of a valid patient authorization that complies with all applicable laws and regulations or otherwise as permitted by applicable laws and regulations such as for treatment, payment or healthcare operations.

- b. Audit Rights. RHPS shall have the right upon reasonable notice to Hospital to audit the books and records of Hospital that are relevant to this Agreement and the Services provided hereunder, including records concerning number of patients treated pursuant to this Agreement and payment obligations due and owing hereunder. In the event an audit reveals that fees hereunder were underpaid by Hospital, Hospital will immediately remit such underpayment to RHPS and will reimburse or assume responsibility for paying the cost and expenses associated with the audit.
- c. Access to Books and Records by the Government. Each Party hereto shall permit, and shall ensure that any subcontractor permits, the United States Department of Health and Human Services and General Accounting Office to review appropriate books and records relating to the performance hereunder to the extent required under Section 1861(v)(1)(I) of the Social Security Act, 42 U.S.C. Section 1395x(v)(1)(I), or any successor law for a period of four (4) years following the last day RHPS provided services hereunder. The access shall be provided in accordance with the provisions of 42 C.F.R. Part 420, Subpart D. If RHPS carries out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the costs incurred pursuant to such subcontract.

## **8. Compensation.**

- a. In exchange for RHPS's provision of the Services by and through the Providers, Hospital shall pay RHPS in the amounts and at the times set forth on **Exhibit D**, attached hereto.

- b. RHPS shall invoice Hospital monthly, in advance, for installment payments and for any expenses or incidental charges incurred in the previous month. Installments for any partial month shall be prorated based on the number of days in such month. Payment is due within fifteen (15) days of the invoice date.
  - c. In the event RHPS finds it necessary to enforce its right to payment hereunder, RHPS, if it prevails in such action, in addition to all other legal and/or equitable remedies, will be entitled to recover from Hospital the reasonable costs of the action, including, but not limited to, reasonable attorney's fees, expenses, and interests allowable by law.
9. **Termination; Suspension of Services.** This Agreement may be terminated prior to its natural expiration as follows:
- a. After the first anniversary of the Commencement Date, by either Party upon not less than ninety (90) days prior written notice by either party.
  - b. At any time by either Party, in the event the other Party is in material breach of any of its obligations hereunder and does not cure such breach within thirty (30) days of its receipt of written notice from the non-breaching Party, which notice shall provide sufficient detail concerning the alleged breach to allow the breaching party to investigate and remedy such allegations.
  - c. Immediately upon written notice by RHPS, in the event Hospital fails to maintain the insurance required by Section 10 below.
  - d. Upon written notice by RHPS, in the event Hospital fails to make timely payments of undisputed amounts due and owing to RHPS under this Agreement. In lieu of termination, RHPS may, in its sole discretion, elect to suspend the provision of Services upon five (5) days written notice to Hospital until such time as all outstanding, undisputed amounts are paid in full or until RHPS gives subsequent written notice to Hospital of termination for non-payment.
10. **Replacement of Provider.** Immediately upon written notice by Hospital, in the event that Hospital reasonably determines that Services are being provided in a manner that poses a risk to patient safety, Hospital may, at its sole election, require that RHPS immediately prohibit that Provider from performing Services under this Agreement and, in such event, RHPS agrees to replace the Provider with another suitable Provider within thirty (30) days of receipt of written notice from Hospital. If RHPS refuses to comply with a Hospital request to remove and replace a Provider in accordance with this Paragraph 10, Hospital may terminate this Agreement immediately upon written notice.
11. **Insurance.** At all times during the Term, Hospital shall obtain and maintain general liability insurance in an amount not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate with an insurance carrier with an A.M. Best Rating of not less than A and shall maintain worker's compensation insurance as required by applicable law covering its employees and service providers. RHPS shall procure and maintain medical professional liability insurance covering RHPS and each of the Providers.



## **12. Indemnification.**

- a. Each Party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless (the “**Indemnifying Party**”) the other Party, its employees, directors, shareholders, members, partners, officers, contractors, agents and representatives (individually an “**Indemnified Party**” and collectively the “**Indemnified Parties**”) against any and all liability arising out of the Indemnifying Party’s failure to comply with the terms of this Agreement, and any injury, loss, claims or damages arising from the negligent operations, acts or omissions of the Indemnifying Party or its employees, directors, shareholders, members, partners, officers, contractors, agents and representatives relating to or arising under this Agreement, including any and all costs, expenses, and reasonable legal expenses, incurred by or on behalf of the Indemnified Parties in connection with the defense of such claims.
- b. Each Indemnified Party shall give written notice to the Indemnifying Party of a claim or other circumstances likely to give rise to a request for indemnification promptly upon the Indemnified Party becoming aware of same. The Indemnifying Party shall be afforded the opportunity, but not be required, to undertake the defense of the claim. If the Indemnifying Party undertakes the defense of the claim, the Indemnifying Party’s choice of legal counsel is subject to the approval of the Indemnified Party, such approval not to be unreasonably withheld. If the Indemnifying Party assumes the defense of the claim, the Indemnified Party may participate in such defense with legal counsel of its own selection and at its own expense. If the Indemnifying Party does not notify the Indemnified Party that it will assume defense of the claim within fifteen (15) days of receiving written notice of the claim, such failure to provide notice shall be deemed as the Indemnifying Party’s declination to assume the defense of the claim. Any settlement of a claim by the Indemnifying Party which may result in a report to the National Practitioner Database shall require the prior written consent of the Indemnified Party, such consent not to be unreasonably withheld.
- c. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

13. **Confidentiality; HIPAA.** Each Party shall keep this Agreement and its contents confidential and shall not disclose this Agreement or its contents to any third party other than such Party’s legal and financial advisors, without the prior written consent of the other Party, except when such disclosure is required by applicable law. The Parties acknowledge that each is a “**Covered Entity**” as such term is defined under the Health Insurance Portability and Accountability Act and its corresponding regulations (“**HIPAA**”) and that as such, each party is subject to HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”), and each Party shall abide by HIPAA and HITECH during the Term.

14. **Non-Solicitation.** During the Term and for twelve (12) months following the expiration or termination of this Agreement, neither Hospital, nor any of its affiliates, officers, directors, members, managers, employees, contractors, agents, or representatives, will, directly or

indirectly: (i) solicit for employment, employ or contract for services with any Provider then, or within the prior twelve (12) months has been, employed or engaged by, or otherwise in the service of, RHPS or request, influence, or advise any such Provider to leave such employment, engagement, or service of RHPS; or (ii) influence or advise any competitor of RHPS to employ or otherwise engage the services of any Provider who is then, or within the prior twelve (12) months has been, employed or engaged by, or otherwise in the service of, RHPS. During the Term and for twelve (12) months following the expiration or termination of this Agreement, neither RHPS, nor any of its affiliates, officers, directors, members, managers, employees, contractors, agents, or representatives, will, directly or indirectly: (i) solicit for employment, employ or contract for services with any person (other than Provider or current employee or contractor of RHPS) then, or within the prior twelve (12) months has been, employed by, or otherwise in the service of, Hospital or request, influence, or advise any such person to leave such employment or service of Hospital. The Parties acknowledge that the breach of the provisions of this Section 14 would cause irreparable injury to the non-breaching Party that could not be adequately compensated by money damages. Accordingly, the non-breaching Party may seek a restraining order and/or injunction prohibiting a breach of the provisions of this Section 14 without the necessity of posting bond, in addition to any other legal or equitable remedies that may be available. In the event the non-breaching Party finds it necessary to seek injunctive or other relief to prevent a violation of this Section 14, such non-breaching Party, if it prevails in such action, in addition to all other legal and/or equitable remedies, will be entitled to recover from the breaching Party the reasonable costs of the action, including, but not limited to, reasonable attorney's fees and expenses.

15. **Dispute Resolution.** Except for an action for injunctive relief under Section 11 above, any dispute arising out of or relating to this Agreement or the subject matter thereof, including any dispute regarding the scope of this clause (a "**Dispute**"), will be resolved by arbitration in accordance with this Agreement. Prior to filing a claim for arbitration in respect of a Dispute, the Parties shall attempt to resolve such Dispute promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either Party may give the other Party written notice of a Dispute not resolved in the normal course of business and the Parties' executives will meet in-person at a mutually agreed upon time and location within fifteen (15) days of receipt of such written notice. In the event the executives are unable to agree upon a resolution to the Dispute, unless the executives mutually agreed in writing to continue their negotiations, either Party may submit the Dispute to binding arbitration to be administered by the American Health Lawyers ("AHLA") Dispute Resolution Service and conducted pursuant to the AHLA Rules of Procedure for Arbitration. The Parties stipulate that the final hearing for any arbitration instituted shall be conducted within one (1) year from the date that an arbitrator is appointed by the AHLA. The parties further stipulate that discovery will be necessary and permitted in any arbitration within the limits agreed upon by the parties or in accordance with the AHLA commercial rules and any order of the arbitrator, including the right to subpoena records or testimony from third-parties. The parties agree that the arbitrator shall issue a written, reasoned award setting forth the basis for any award. Venue for the arbitration shall be in accordance with Section 16.a below. Judgment on the award may be entered and enforced in any court having jurisdiction. Except as otherwise provided in this Agreement,

each party shall be responsible for its own attorneys' fees and related costs associated with any Dispute.

16. **Compliance.** It is the intent of the Parties to conduct their activities under this Agreement in accordance with applicable laws, including but not limited to the Medicare Anti-Kickback Statute (42 U.S.C. §1320a-7b) and the Physician Self-Referral Law (commonly known as the "Stark Law") (42 U.S.C. §1395nn). Nothing in this Agreement shall require the referral of any patient or the purchase, order or lease of any item or service from one Party or an affiliate of such Party to the other Party or an affiliate of the other party. The Parties acknowledge that referrals that result from this Agreement will be based on the assessment of each patient's health care needs, the patient care plan and the expressed preference of each patient. The Parties intend that all amounts paid under this Agreement are intended to reflect and do reflect the fair market value for the services rendered. Each Party represents and warrants to the other Party that it is not, as of the Effective Date, listed on the List of Excluded Individuals/Entities maintained by the Office of Inspector General of the federal Department of Health and Human Services and the Excluded Parties List System maintained by the federal General Services Administration. This shall be an ongoing representation during the Term and each Party shall immediately notify the other Party in writing in the event of any change of circumstances making its representation inaccurate. In such event, the other Party may terminate this Agreement immediately upon written notice.

17. **Miscellaneous Provisions.**

- a. **Governing Law.** This Agreement shall be construed and governed according to the laws of the State of New Mexico, without giving effect to its conflict of law's provisions.
- b. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, without the prior consent of Hospital, RHPS may assign this Agreement to any affiliate of RHPS, to any successor to RHPS in a merger or consolidation, or to any acquirer of substantially all of RHPS's assets; provided RHPS shall promptly notify Hospital of any such assignment.
- c. **Construction.** The language of this Agreement shall be construed as a whole according to its fair and common meaning. The various titles of the sections in this Agreement are used solely for convenience and shall not be used for interpreting or construing any word, clause, paragraph, or subparagraph of this Agreement.
- d. **Notices.** Any notices, demands or communications required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or deposited with a reputable overnight courier, proof of delivery requested, and addressed as follows:

If to Hospital:

Sierra Vista Hospital  
800 E 9<sup>th</sup> Avenue  
Truth or Consequences, NM 87901  
Attn: Frank Corcoran, CEO  
Email: frank.corcoran@svhnm.org

If to RHPS:

Rural Health Provider Solutions, LLC  
17275 E Aberdeen Drive  
Aurora, Colorado 80016  
Attn: Sybil George, President  
Email: sgeorge@ruralsurgerysolutionsgroup.com

w/a copy to:

Clark Hill PLC  
Bank of America Tower  
901 Main Street, Suite 6000  
Dallas, Texas 75202  
Attn: Jeffrey M. Harvey  
Email: jharvey@clarkhill.com

or to such other address, and to the attention of such other person(s) as either party may designate by written notice to the other party as set forth herein.

- e. Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- f. Jeopardy; Severability. The Parties recognize that this Agreement is at all times subject to applicable federal, state and local law, together with any amendments and binding interpretations thereof including HIPAA and HITECH; the Social Security Act and the regulations promulgated thereunder; New Mexico laws and regulations; the rules, regulations and policies of the Office of Inspector General of the Department of Health and Human Services, CMS, the Internal Revenue Service; new legislation or regulations; and other changes in reimbursement for hospital or medical services (collectively, "**Applicable Law**"). Any provision of Applicable Law that invalidates this Agreement or a portion of this Agreement, or that would cause either of the Parties to be in violation of Applicable Law, shall be deemed to supersede such provision of this Agreement and shall require reformation of this Agreement. Moreover, if any term or provision of this Agreement is held illegal, invalid or unenforceable to any extent pursuant to Applicable Law or otherwise, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. The Parties shall exercise their reasonable best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the Applicable Law. If the Parties are unable to mutually agree regarding the reformation of this Agreement called for by Applicable Law, either Party may terminate this Agreement by giving the other Party not fewer than

ninety (90) days prior written notice unless a shorter period is required to conform to Applicable Law.

- g. Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended, or shall be deemed or construed, to confer any benefits on any third party, including, without limitation any patients of the Hospital, nor shall any such person or entity have any right to seek, enforce or recover any right or remedy with respect to this Agreement.
- h. Force Majeure. Neither Party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of such Party.
- i. Signatures: Counterparts. This Agreement may be executed electronically, in accordance with the Uniform Electronic Transactions Act, and signature pages delivered as PDF or image files shall be treated as originals. In addition, this Agreement may be executed in multiple counterparts, with each counterpart considered an original whether or not such counterpart is executed electronically.
- j. Entire Agreement: Amendment. This Agreement and its exhibits constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether verbal or written. This Agreement may only be amended by a written instrument duly executed by both parties.

[Remainder of this page intentionally left blank. Signatures appear on the next page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date first set forth above.

RURAL HEALTH PROVIDER  
SOLUTIONS, LLC

SIERRA VISTA HOSPITAL 69 d/b/a  
Sierra Vista Hospital and Clinics

By: \_\_\_\_\_  
Cybil George, CEO

By: \_\_\_\_\_  
Frank Corcoran, CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### SERVICES

**Service Program.** Initially, the Parties agree to a one (1) day per week service schedule and program, during which Provider shall provide Services at the Hospital during daytime working hours. The Parties will agree upon the specific day of the week and hours of the day, and thereafter may modify the applicable program, days of the week, or hours of the day, from time to time by written agreement, including any corresponding adjustments to the fees and compensation for the Services.

**Term.** The Initial Term of this Agreement shall be for a period of three (3) years from the Commencement Date and shall thereafter automatically renew for successive one-year periods unless and until either Party notifies the other Party in writing, at least 90 days prior to the expiration of the Initial Term or then current Renewal Term, of its intention for this Agreement to expire at the end of the then current period. Either Party may elect to opt-out and terminate this Agreement upon the expiration of the first Contract Year by providing written notice of such election to the other Party at least 90 days prior to the end of the first Contract Year. Reference is hereby made to a certain Surgery Services Agreement (the "Surgical Services Agreement") previously executed by and between the Parties. The first Contract Year under the Surgical Services Agreement is due to end on October 31, 2023. In order to align this Agreement with the Surgical Services Agreement, the first Contract Year under this Agreement shall be a partial year, deemed also to expire on October 31, 2023, such that the Contract Years under both agreements shall renew upon the same date annually.

**Responsibilities.** RHPS shall, by and through its Providers provide the following services to Hospital:

- The Provider(s) shall provide anesthesia care for Hospital's patients within the scope of the Provider's licensure, training, and experience, including:
  - Review of all Pre-surgery clearance performed by hospital designated personnel
  - Provide clinical recommendations for additional testing BEFORE scheduled procedure
  - Arrive to hospital at 6 am to start pre-procedure set -up
  - Provide clear & accurate documentation / billing per 15 MINUTE INCREMENTS
  - Ensure accurate and legible documentation for billing either by EMR or paper charting
  - Appropriate charting of all preoperative reviews, consultations and on assigned patients;
  - Documenting in the medical record all patient contacts, including pre-, peri-, and post – procedure care
  - Provide appropriate anesthesia services upon request of an active medical staff member – while on service;
  - Other duties as reasonably requested by Hospital and agreed to, in advance, by RPHG;
- RPHG, by and through the Providers, shall also perform the following services as a member of the Hospital's medical staff:
  - Participate in multidisciplinary team meetings as reasonably requested by the Hospital;
  - Assist in the development, streamlining, training and implementation of new or existing policies, protocols and standards that are intended to improve quality of patient care, length of stay, and efficient utilization of resources, based on evidence-based medicine;
  - Assist in the developing and implementing efficient processes to ensure appropriate follow-up care as needed
  - Support adherence to Core Measure through appropriate order sets, protocols and other methods
  - Interaction with the Hospital medical staff and nursing, clinical and administrative staff in a positive, productive and professional manner; and

- Collaborate with the Hospital's Medical Director, Chief of Medical Staff and Chief Executive Officer in the provision of Services.



## **EXHIBIT B**

### **PROVIDER QUALIFICATIONS**

At all times during the Term, Providers shall maintain the following qualifications:

- Maintain an unrestricted license to practice medicine/anesthesia in the State where the Hospital facility is located
- Be board certified or board eligible in anesthesia by respective board
- Maintain an unrestricted DEA number
- Maintain active medical staff privileges on Hospital's medical staff in good standing
- Shall be not be listed on the List of Excluded Individuals/Entities maintained by the Office of Inspector General of the federal Department of Health and Human Services and the Excluded Parties List System maintained by the federal General Services Administration
- Meet minimum requirements of hospital's credentialing

## **EXHIBIT C**

### **HOSPITAL PROVIDED AMENITIES**

#### **Accommodations:**

Hospital shall provide off-site housing (Hotel or apartment)

- One (1) bedroom | One (1) bathroom
  - Available one (1) before scheduled cases & the evening of scheduled cases
- All standard utilities and wireless internet shall be provided by the Hospital

## EXHIBIT D

### FEES

In exchange for the provision of Services, the Hospital shall pay to RHPS:

I. **Base Fee.** A base amount per Contract Year ("Base Fee") equal to one hundred fifty thousand eight hundred dollars (\$150,800.00), which amount shall automatically increase by three percent (3%) in the next Contract Year and which amount shall be paid, in advance, in equal monthly installments (prorated for any partial month) of \$12,566.67 per month. The Base Fee shall be modified on a pro-forma and pro-rata basis as applicable for any changes to the plan, program, or scope of services agreed to by the Parties (for example, if during a Contract Year, the Hospital elects to increase the program to two (2) days per week, the base amount, subject to annual increases as provided herein, shall be three hundred one thousand six hundred dollars (\$301,600) per Contract Year, billed in equal monthly installments of \$25,133.34.

II. **Expenses.** Hospital shall pay to RHPS the following amounts:

- (i) \$500 per week per Provider for travel, payable monthly;
- (ii) \$5,000 per Contract Year per Provider for core Provider(s) continuing medical education, if applicable;
- (iii) Reimbursement of the all costs of professional liability or errors and omissions insurance coverage for Providers;
- (iii) reimbursement upon request of all out-of-pocket expenses actually incurred by RHPS or Provider, and evidenced by written receipts or documentation, in the course of performing their services under this Agreement or as may be requested by Hospital.

Unless otherwise agreed by the Parties in writing, all fees, expenses, and other amounts due hereunder shall be paid by ACH, wire transfer, or other electronic payment acceptable to RHPS. Monthly installments shall be due and payable, in advance, on or before the 1<sup>st</sup> day of the applicable month. Installment payments for partial months shall be prorated. Installments due for any Contract Year may be prepaid at any time.

A GLOBAL LEADER IN PATIENT MONITORING, ANESTHESIA AND ULTRASOUND SYSTEMS

**PROPOSAL FOR:  
SIERRA VISTA HOSPITAL**

**PREPARED BY:**

**Jay Rush**

None



## Proposal Summary

Proposal Date: None  
 Proposal Number: Q-100884  
 Proposal Exp. Date: Dec 30, 2022  
 Sales Rep: Jay Rush  
 Proposal For: SIERRA VISTA HOSPITAL

Mindray DS USA, Inc.  
 800 MacArthur Blvd.  
 Mahwah, NJ 07430  
 Tel: 201-995-8000  
 Fax: 800.266.9624

Contact: Leona Wagner  
 Title: Materials Manager  
 Phone: 575-894-2111  
 Email: leona.wagner@svhnm.org

### Total Price By Department

#### O.R. - 1 x A8 / N15 / AGM

Department Name	List Price	Departmental Discount	Net Price
O.R. - 1 x A8 / N15 / AGM	USD 100,706.90	USD -53,332.14	USD 47,374.76
O.R. - 1 x A8 / N15 / AGM TOTAL:			USD 47,374.76

**TOTAL:** USD 47,374.76

**INVALID**

**To:** Leona Wagner  
SIERRA VISTA HOSPITAL  
800 EAST 9TH AVENUE  
TRUTH OR  
CONSEQUENCES, NM 87901

**Sales Representative:** Jay Rush  
**Quote Number:** Q-100884  
**Proposal Date:** None

**Affiliation:** QHR

**Phone:** (505) 620-0768  
**E-mail:** j.rush@mindray.com

## O.R. - 1 x A8 / N15 / AGM

Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
1	121-002128-00	A8 US Anesthesia System Sales BOM (pn 0645E-PA00003) A8 Anesthesia System with Gas Module capability includes volume exchanger driven ventilator with standard VCV, PCV, PCV-VG, SIMV-VC, SIMV-PC, SIMV-VG, CPAP/PS, Spirometry, Bypass and Optimizer Low Flow Decision Support Tools. 18.5" capacitive touch screen, HFNC, VE and Status screens, Dual select-a-tec vaporizer manifold, Electronic flow control for O2, Air and N2O, Aux O2/Air blender, Warmed breathing system, Three storage drawers, e-AGSS scavenger system, Pipeline connections for O2, Air, and N2O. Includes, tank washers, pre-operation check list, operators manual and two batteries Additional APRV ventilation mode and Lung Recruitment tools available.	USD 75,000.00	USD 39,825.00	1	USD 39,825.00
2	HPG-GROUP-BUY-A8	HealthTrust Anesthesia Group Buy Promotion: This Group Buy is effective from September 18, 2022 until December 31, 2022. Mindray must receive all purchase orders by December 31, 2022. All shipments must occur by December 31, 2022.	USD 0.00	USD -3,982.50	1	USD -3,982.50
3	0004-00-0077-11	O2 Hose - Ohmeda O2 Gas Supply Hose 15' Ohmeda - Green Compatible with A-Series	USD 125.00	USD 90.39	1	USD 90.39
4	0004-00-0078-11	N2O Hose - Ohmeda N2O Gas Supply Hose 15' Ohmeda - Blue Compatible with A-Series	USD 125.00	USD 90.39	1	USD 90.39
5	0004-00-0079-11	Air Hose - Ohmeda Air Gas Supply Hose 15' Ohmeda - Yellow Compatible with A-Series	USD 125.00	USD 90.39	1	USD 90.39
6	0004-00-0081-11	EVAC Hose - Ohmeda EVAC Gas Supply Hose 15' Ohmeda - Lavender Compatible with A-Series	USD 200.00	USD 144.62	1	USD 144.62
7	0004-00-0081-31	15 FT SUPPLY HSE, EVAC, VAC, OHM	Included	Included	1	USD 0.00
8	0004-00-0080-13	VAC Hose - Ohmeda VAC Gas Supply Hose 15' Ohmeda - White Compatible with A-Series	USD 130.00	USD 94.00	1	USD 94.00
9	115-066074-00	Fixed height bracket for A8 and A9 machines compatible with N12, N15, N17 and ePM15.	USD 1,500.00	USD 951.75	1	USD 951.75
10	115-069445-00	Top Panel Bracket	USD 450.00	USD 325.40	1	USD 325.40

Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
11	CLIN-ED-TRNG8HR	8 Hours of Clinical Education scheduled Monday through Friday	USD 1,600.00	USD 0.00	3	USD 0.00
12	115-048035-00	Flexible Bag Arm for A-Series Anesthesia Machines.	USD 624.90	USD 574.86	1	USD 574.86
13	040-001270-00	O2 Sensor O2 Sensor, A-Series Compatible with A-Series	USD 86.50	USD 62.55	1	USD 62.55
14	803-040035-00	Installation, Anesthesia Machine, first unit.	USD 853.00	USD 759.17	1	USD 759.17
15	803-070260-00	White Glove Delivery for Anesthesia Machines, first unit.	USD 125.00	USD 125.00	1	USD 125.00
16	121-001546-00	N15 Monitor with Early Warning Score N15 Monitor-includes 5 year warranty, battery, 6 module slots, quick reference guide, line cord and 1 roll of paper (N-Series Monitors connected to BeneVision DMS must be at R4.01 or greater. eGateway compatibility is eGateway 6.7 or greater.)	USD 9,905.00	USD 4,902.98	1	USD 4,902.98
17	121-001559-00	MPM-2 Masimo SpO2 3/5/6 lead Arrhythmia and ST (M51CE-PA00001) Multiparameter Modules-include SpO2 reusable adult finger sensor and cable, reusable adult NIBP cuff (pn 115-027715-00) and hose (pn 6200-30-09688), ECG 5 lead adult defib proof cable (pn 009-004266-00) and ECG 5 lead snap 24" wire set (pn 009-004782-00), and MR420B adapter cable for YSI probe (pn 040-001235-00). All other accessories must be ordered separately.	USD 6,500.00	USD 3,217.50	1	USD 3,217.50
18	115-062361-00	N Series Combo Ops Manual	Included	Included	1	USD 0.00
19	045-003425-00	Transition mounting plate. (N12, N15 and N17)	USD 120.00	USD 76.14	1	USD 76.14
20	0436-00-0206	Cable Hooks GCX Cable Hook (mounts under Arm) Compatible with DPM 6, DPM 7, Passport 12m and Passport 17m, when mounted to A-Series anesthesia machines	USD 37.50	USD 27.12	1	USD 27.12
O.R. - 1 x A8 / N15 / AGM TOTAL:						USD 47,374.76

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**Sales Representative:** Jay Rush  
**Quote Number:** Q-100884  
**Proposal Date:** None

**Affiliation:** QHR

**Phone:** (505) 620-0768  
**E-mail:** j.rush@mindray.com

**Affiliation Notes:** Quorum Health - QHR - (HealthTrust Purchasing Group)  
Patient Monitoring Contract # 500028 - Vital Signs #70090 - Standard One Year-On Site Warranty for parts & labor on  
Passport Monitors, T1 Monitor, Gas Module & Central Stations. (Central Stations additional 1 year extended warranty). Standard Three Year Mail-In Warranty on Accutorr Monitors. N Series Monitors - Standard 5 year warranty. EPM Monitors - Standard 3 Year  
Ultrasound Contract #4954 M7, M9, TE5, TE7 Ultrasound Machines & Transducers (Excluding 4D & TEE Transducers - Standard one year) have a standard five year warranty. Resona7 & Resona I9 Ultrasound Machine & Transducers - Standard 5 Year Warranty. ME8 -Standard 5 Years. DC-90 - Standard 5 year warranty. Contract #2030 ZS3 ultrasound systems include a 5 year warranty except for the TEE, 3d and Aux transducers which all carry a 1 year warranty. Z.One PRO systems include a 5 year warranty except for the TEE and any refurbished transducers which carry the first year warranty. First year warranty on the Z.One PRO system includes labor and software updates. Z.one ultrasound systems include 1 year of warranty coverage.  
Anesthesia Contract #4957 - Anesthesia Machines - Standard three year warranty.  
DEMO EQUIPMENT and ACCESSORIES (6 MONTHS ONLY)

**Payment Terms:** Net 45 (Subject to Credit Approval)

**Shipping Terms:** F.O.B. ORIGIN (CUSTOMER PAYS FREIGHT)  
"To ensure on-time delivery of your orders, Mindray may drop ship products directly from our overseas factories or distribution warehouses"

**Proposal Notes:**

**Product Notes:** Biomedical training credits issued to customers at the time of sale, are for the sole use of employees of the facility purchasing the equipment, and are non transferable.

Central Station - Hospitals, or buying groups, that require special containment procedures while opening plenum spaces including the use of a negative chamber tent system will be billed separately for the containment costs. These cost will include, but not be limited to, rental of a containment system, plus the additional cost incurred by the cable installer and the Mindray Representative who are required to use the system. This will also apply to any containment costs incurred after the installation for Mindray Representatives when performing maintenance on the system.

#### Trash Removal responsibility

Mindray is not responsible for the disposal of packing material associated with newly installed Mindray products. Mindray will work with the customer to collect and centralize the packing material for ease of disposal by the customers' personnel. The customer will be responsible for sorting and disposal of packing material.

#### De-Installation of existing cabling

Mindray is not responsible for the de-installation of existing cabling associated with an existing patient monitoring system. Mindray will provide this service on a time and material basis in the event that the customer would like to have this work done by Mindray at the time of the installation. Customer will be responsible for pulling of cable and certification, if these items are not charged on the body of this quote.



**Fiber Optics Requirements**

In the event that fiber optics network runs are necessary due to the location of the central rack, then it will be the customer's responsibility to add the necessary fiber optic run(s). Mindray Technology service will provide this service on a T+M basis in the event that the customer would like to have this work done by Mindray.

Pricing for cable pull and certification is based on nonunion labor. If Union labor is required customer will be invoiced for any additional cost. Pricing for cablepull includes installation of cables above ceilings or any horizontal/vertical pathways and shall be supported per BISC standards utilizing communications rated J-hooks. Pricing does not include major structural changes to go between walls or floors, e.g., penetration of interior or exterior cement walls or the installation of conduit/Raceway.

**Core Drilling requirements**

In the event that core drilling (i.e drilling between floors to accommodate network runs) is required to complete an installation, the customer will be responsible for customary costs associated with this work. Mindray Technology Services will provide this service on a T+M basis if requested by the customer.

(Customary charges are approximately \$450 each)

Purchase order acceptance and delivery of Mindray Certified Refurbished products is subject to inventory availability.



**Product Notes:**

Please complete at time of purchase:

Uncrating Needed: YES / NO

Receiving Dock Hours: \_\_\_\_\_

Debris Removal: YES / NO

Lift Gate Required: YES / NO

Prior Notification: YES / NO

Inside Delivery Required: YES / NO

Contact Name: \_\_\_\_\_

Department: \_\_\_\_\_

Contact Phone #(s) \_\_\_\_\_

E-mail Address(s) \_\_\_\_\_

Purchase order acceptance and delivery of Mindray Certified Refurbished products is subject to inventory availability.

This quotation contains no provisions for Biomedical training tuition or credits.

**If your terms are Cash-in-advance, please remit check directly to:**

Mindray DS USA, Inc. 24312 Network Place, Chicago, IL 60673-1243

### Total Price By Department

#### O.R. - 1 x A8 / N15 / AGM

Department Name	List Price	Departmental Discount	Net Price
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O.R. - 1 x A8 / N15 / AGM TOTAL:			USD 47,374.76

**TOTAL:** USD 47,374.76

### Quotation

<b>Total List Amount</b>	<b>USD 100,706.90</b>
<b>Total GPO Discount</b>	<b>USD 48,532.14</b>
<b>Total Additional Discount/TradeIn</b>	<b>USD 4,800.00</b>
<b>Total Net Amount</b>	<b>USD 47,374.76</b>

### Mindray Capital Leasing Options

#### Monthly Lease Payment Amount:

36 months USD 1,498.94  
 48 months USD 1,168.74  
 60 months USD 971.18

#### Leasing Notes:

This quote is non-binding and is subject to credit approval and acceptance by Mindray Capital. Monthly payments do not include applicable freight and taxes.



**Total Net Price For Purchase:**

**USD 47,374.76**

**To:** Leona Wagner  
SIERRA VISTA HOSPITAL  
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**Sales Representative:** Jay Rush  
**Quote Number:** Q-100884  
**Proposal Date:** None

**Affiliation:** QHR

**Phone:** (505) 620-0768  
**E-mail:** j.rush@mindray.com

Title of Buyer	Printed Name of the Buyer

Purchase Order Number	Date	Signature of the Buyer

Ship to Address:

Bill to Address:

**Mindray North America now has a \$150 minimum order policy.  
Unless otherwise stated, the total net price of this quotation does not include, freight or sales tax.**

Proposal to



**Sierra Vista Hospital and Clinics**  
800 E. Ninth, Truth or Consequences NM

For

**Project Management  
Cerner Community Works  
EMR Implementation**

**November 16, 2022**

**Submitted by:**



**20 Burlington Mall Road  
Burlington, MA 01803**

# Contents

Background & Introduction .....	2
Project Scope & Objectives.....	3
Work Statement.....	3
Project Governance .....	3
Project Team .....	4
Develop the Implementation Work Plan .....	4
Project Management Activities.....	4
Current State Assessment and Workflow/Process Redesign .....	5
System Design .....	5
System Build/Configuration, Testing and Training .....	5
Technology.....	6
Interfaces & Device Integration .....	6
Conversions.....	6
Operational Readiness Assessment .....	7
Cut-Over Plan.....	7
Deliverables.....	7
Timeframe .....	8
Our Qualifications .....	8
Who We Are.....	8
What We Do.....	8
Our Philosophy & Values .....	9
Whom We Serve .....	10
Our EHR Implementation Qualifications.....	10
Professional Team.....	12
Fees .....	12
Attachment A.....	13

## Background & Introduction

This proposal is submitted to Sierra Vista Hospital (SVH) by HealthNET Systems Consulting, Inc. and is based on our conversation with Frank Corcoran, CEO on November 14, 2022.

SVH is a community-operated Critical Access Hospital, who is a member of the New Mexico Hospitals and Health Systems Association. The hospital has 11 Med/Surg beds and has a full-service Emergency Department, Lab, Radiology, Surgery, Cardiopulmonary Services, Cardiovascular Services, Physical Therapy, Counseling Services, and a Community Health Center. SVH serves about 15,000 community residents in the area as well as 900,000 annual visitors.

SVH has recently signed a contract with Cerner to migrate their existing athenahealth EMR to the Cerner Community Works and Multiview Financial Software solutions for the hospital and clinics. The hospital is currently using athenahealth inpatient system, which is being sunset by the vendor. Prior to moving to athenahealth, the hospital used CPSI. They implemented athenahealth in an exceptionally short time and feel that the staff were not trained adequately and as a result have been having user issues ever since the implementation.

SVH currently contracts with athenahealth for revenue cycle services and will plan to transition that to another vendor. They are currently considering Resolution RCM as a possible option. SVH will likely transition these services from athenahealth to a new vendor prior to converting to Cerner Community Works.

The plan is to go-live with Cerner Community Works in October 2023. To date, SVH has organized a project steering committee and has identified the need for a Project Manager (PM) to assist with the project. The PM will assist with getting the project organized and to provide ongoing leadership and project management for the project duration. The goal would be to have the PM begin with an on-site introductory visit before the end of the year and move to full-time in January of 2023. The organization would like to do the preliminary planning and organization for the project so they will be prepared to begin the project in February/March 2023 with the Cerner.

SVH has limited IT resources currently available to assist with the project implementation. It is our understanding that there is a contracted virtual CIO, and two full time IT analysts.

SVH leadership understands that although they have contracted with Cerner for professional implementation services, there remains a large body of design decisions, change management and project work that will be required of the SVH team. Therefore, SVH is seeking a consulting partner to assist with project preparation, organization, and overall oversight of the implementation. Our project manager (PM) will be responsible for day-to-day management of the project and is experienced in managing the six critical aspects of a project, i.e., scope, schedule, finance, risk, quality, and resources.

Cerner CommunityWorks is a cloud-based deployment of Cerner's traditional IT platform, tailored to meet the unique needs of community, critical access, and specialty hospitals. CommunityWorks provides an integrated digital record of a patient's health history that includes clinical and financial data across the continuum of care. The solution will be delivered to SVH as a SaaS (Software as a Service) model in a multi-tenant shared domain. Since the system resides on a shared domain, much of the software is already built and currently in use at other organizations. Cerner's professional resources will be responsible for the remainder of the configuration and build. It will be the responsibility of the SVH team to work with Cerner for decision making, change management, workflow process re-design, data collection, build validation, conversion validation, testing, and end user testing.



## Project Scope & Objectives

Leadership and management of large-scale endeavors such as an EHR implementation requires careful planning, controls, coordination, collaboration, and communications. This is especially important for organizations such as SVH that includes a hospital and clinics with a mix of unique characteristics and needs: but all with a common goal of patient care using a unified, integrated record.

The objective of the consulting engagement is to advise, assist and lead SVH's core team through the phases of the project. In advising the SVH core team, HealthNET will ensure the planning and design of the system meets the patient care and business requirements now and in the future.

HealthNET proposes the following roles:

- Our role as Project Manager for the Cerner Implementation will ensure project scope, resources and budget are managed to optimal outcomes.

## Work Statement

We will work interactively with the SVH and the Cerner Project Manager and will report directly to the SVH's CEO, Virtual CIO, or designated project sponsor.

### Project Governance

The EMR implementation project will need a project governance structure and organization to ensure success. This structure will address multiple dimensions that integrate the Organization, Operations, and IT.

We will work with the SVH's leadership and project sponsor to establish project governance. Project governance is an "oversight function that is aligned with the organization's leadership and encompasses the EMR implementation project life cycle." It provides the project manager and team with structure, processes, decision-making models, and tools for managing and controlling the project while ensuring successful delivery of the project. Project governance is a crucial element, especially for complicated and risky projects.

Forming a diverse and stable project organization will be essential right at the project outset. We anticipate a project organization to include:

- **Steering Committee.** We anticipate that a project steering committee be appointed and charged with the responsibility of guiding the project process and supporting the IT implementation plan. The steering committee sponsor and members will need to be defined but should include representation from senior leadership and key stakeholders.
- **Project Charter.** The project charter is a guide for the entire effort and includes project organization and governance, mission, objectives, scope, change control process, work plan, risks, and budget/resources. We will develop the charter in conjunction with the steering committee, key stakeholders, and vendors (Cerner and athenahealth).
- **PM.** We will PM throughout the course of the project. We will follow Project Management Institute (PMI) guidelines and adapt as needed; and the overall PM roles/responsibilities will cover project chartering, leadership/facilitation, work plan development, communications, monitoring and status reports. We also suggest using a communication, decision document and reporting tools that will help convey and communicate with the project work group.



## Project Team

Cerner will make recommendations for the staff resources required to implement their software (if they haven't already). We will work with the Steering Committee to refine the SVH team composition that ensures the right mix of operational departments and IT. This mix of resources and intensity of their involvement will vary over the course of the project. We will also adapt the teams based on our previous experience.

## Develop the Implementation Work Plan

We will lead the development of a detailed plan for the EHR implementation. Cerner's plans are centric to their systems; so, we develop a customized plan that goes beyond Cerner's to include the entire set of activities to achieve a successful implementation, e.g., process and policy changes, equipment, interfaces, data conversions, communication, training as well as go-live planning. We will work collaboratively with Cerner and the SVH's project team in the development of the:

- ❑ **Activities:** The activities will need to include vendor and non-vendor activities such as policies, interfaces, etc. (as mentioned above).
- ❑ **Timeframe, critical path, and quality gateways:** Beyond the timeframe, we will need to define the quality gateways that may require approvals outside of the project team.
- ❑ **Resources:** We will identify the resources required both for the direct Project Team, Super-users, and end users (e.g., for training) required across the time spectrum.
- ❑ **Operational Readiness (pre-Go-Live):** A series of checks along with final PM implementation planning guidelines to ensure that end users are ready to "Go-Live".
- ❑ **Training:** Develop training plans and coordinate execution of training in collaboration with SVH.

## Project Management Activities

We will define and monitor the implementation schedule for the assigned applications/departments to ensure that tasks are completed in a timely manner both by the hospitals as well as the vendors.

- ❑ Project planning-including timeline, conversions, interfaces, migration and archival plans
- ❑ Obtaining historical and financial metrics for the project
- ❑ Attend Cerner's Project Management workshop with key members of the project team
- ❑ Coordinating Cerner's Learning and Adoption Workshop- This will be a Cerner led workshop. Our PM will help identify the users of the Project Portal and team attendees for the various tasks of the project.
- ❑ Communicating with the project teams and steering committee
- ❑ Facilitate status meetings and issue meetings
- ❑ Identify opportunities to provide workflow and process improvements
- ❑ Participate and provide leadership where necessary in work groups (e.g., assist in making dictionary decisions)
- ❑ Development and upkeep of a Communication Plan and Risk Management Plan
- ❑ Coordinate with other areas as global issues arise
- ❑ Troubleshooting, escalation of critical issues
- ❑ Provide progress reports and necessary updates to be made to the project plan
- ❑ Progress and tracking of costs which is based upon the project budget
- ❑ Manage the vendors and manage the vendor contracts to ensure on-time deliverables and resolution to issues.
- ❑ Our project manager will also serve as a champion on behalf of SVH with Cerner.

## Current State Assessment and Workflow/Process Redesign

The EHR implementation project “opens the opportunity door” to make changes and make improvements in numerous areas. Changing the way we provide healthcare through new technology is becoming known as **Digital Transformation**. Other terms such as Change Management, Process Redesign, Lean, etc. are also “close cousins” and terms used to signify the process and techniques used in such change.

This effort will need to define the areas of process re-design, and then implement them in parallel with the EMR implementation. We may suggest some “special teams” assignments for project team personnel to assist with this. Our PM will lead and facilitate the work of the digital transformation special team which will require workflow analysis and streamlining as well as the planning for the change. Some areas of potential digital transformation may include:

- ☐ Admissions process
- ☐ Enterprise-wide scheduling
- ☐ Referral Management
- ☐ Telehealth, medical device integration, and remote patient monitoring
- ☐ Patient/client engagement – portal, self-service, communications
- ☐ Clinical & provider documentation
- ☐ Provider ordering and results retrieval
- ☐ Medication processing, administration, and reconciliation
- ☐ Revenue cycle processes (hospital and ambulatory)

As part of the workflow analysis, we will participate in and facilitate the project team during the discovery and design stage of the implementation with Cerner. The focus will be on “current state” processes. This is particularly important as there will be differences between the current processes using athenahealth vs. how Cerner will be used in “future state”. It is critical these workflows are well documented and understood so that early decisions on the system set-up of the workflow structure are appropriate for SVH requirements today and in the future.

During this period of the project, we will also work with SVH project team to complete Cerner’s Data Collection Worksheets. These worksheets will be the basis for which Cerner’s application team will build the system. Along with the Cerner implementation team, we will complete a detailed assessment and workflow analysis. This will ensure new functionality, integration, and automation is leveraged, giving SVH the best return on the investment by migrating to Cerner Community Works.

## System Design

We will work with both Cerner and Multiview to design the best set up and configuration of both systems, so they function well together. The discussion and design of the General Ledger and Chart of Accounts structure, early in the project will be critical for success.

## System Build/Configuration, Testing and Training

The implementation steps and descriptions may appear simple, but the quantity, diversity, and amount of work can be monumental. Our Project Manager will coordinate the work between applications as well as vetting decisions – clinical, financial and operations - by the various governance groups. Our Project Manager will ensure that work gets done according to schedule. With a Community Works implementation, Cerner will be doing most of the system build and configuration, but it will be SVH’s responsibility to:

- ☐ **Validate the Build & Configuration-** This includes data collection and extraction from the existing systems. Cerner uses content and data collection worksheets (DCW) to collect the data that they will use to configure the system for SVH. Once the system gets built and configured, it

is on SVH to validate the build and configuration to ensure it meets the needs and workflow of the organization.

- **Testing-** We have developed a testing methodology and materials that include scripts and scenarios that will be particularly conducive to a “whole” EHR implementation. We will incorporate this methodology and will work with the project team to adapt to develop the best plan and testing approach for the hospitals. The testing will address unit testing, and three cycles of integration testing. We will begin by working with Cerner to create testing scripts. The scripts will emulate the workflow process of SVH.

The first round of integration testing will be done on-site with Cerner. This will include one week for clinical and one week for Revenue Cycle/Financial applications. The second round of integration testing will be 1.5 weeks long and involve SVH project team only and not include Cerner. The third and final round will be with Cerner on-site and will replicate the initial round.

- **Training-** Cerner utilizes a train-the-trainer approach; so, SVH will need to organize and plan the training program, content/materials, learning management system (LMS) and resources for the end-user training. We will work with the Education Department and coordinate all train-the-trainer and Physician trainer activities.

## Technology

The heart of the technology is the server/storage; and will include a some virtual and remote hosted. The fast pace of technology oftentimes requires updates to networks, wireless, workstations, mobile devices, etc. Additionally, the evolving technologies to integrate data, images and voice come into play for new generation EHR's. Our PM will work with the vendors to ensure SVH is addressing all aspects of the technology needs.

## Interfaces & Device Integration

The EHR is only the core of the information system; for there are numerous 3<sup>rd</sup> party specialty applications as well as other data transfers, e.g., to Multiview, for provider interoperability, State, public health, and HIE databases that need interfaces. We will work with Cerner to determine which interfaces are in scope and include this into the overall project plan. Cerner will do the interface configuration; however, these interfaces will need to be tested by SVH's project team.

New generation EHR's demand more **medical device integration** which may require middleware to make the connections; and more recently this has extended to **remote patient monitoring** and **wearables**. If in scope, our PM can help coordinate Cerner and in house interface/integration team to plan, develop specifications, install interface engine and middleware tools, program, and test.



## Conversions

Virtually all users want and need historical data; so, this means converting data from the athenahealth to Cerner. Typically, this is done in two ways – manual or computerized. Additionally, there are requirements for archiving the old system detail for audits and historical reporting. Our PM can work with Cerner on determining the data conversion strategies - computerized and manual approaches depending upon the type of data. The SVH team will need to assist in data field mapping between software applications. Our PM will work with the team to ensure that the data integrity is accurate and define reports required for the reconciliation of these conversions.

## Operational Readiness Assessment

Conducting an EHR readiness assessment becomes essential prior to implementation, to ensure that the SVH is ready to support the new system. The assessments evaluate preparedness across each organizational hospitals and departments.

The readiness assessment phase of the EHR implementation will help SVH determine whether it's ready to make the switch from athenahealth to the Cerner EHR. The process involves investigating and assessing various aspects of an organization to identify potential problems and address them before go-live process starts. This way, SVH can not only ensure a smooth integration but may also avoid being forced to make major changes or corrections after implementation. With a thorough assessment, SVH can expect to hit the ground running with their new system, by every member of the team.

Our PM will conduct this assessment, in conjunction with Cerner. Incorporated in the assessment will be:

- ☐ Software build/completeness- testing completeness and sign off
- ☐ Peripheral Hardware, network infrastructure and wireless
- ☐ Workflow policies and processes
- ☐ Organizational culture and readiness, including percentage of staff completing training
- ☐ Go-live Staffing and resources to support the wave Go-Lives

## Cut-Over Plan

We will develop the cut-over plan that lays out the sequence of events for the cut-over from athenahealth to Cerner. This cut-over plan includes the work to be performed by the hospital departments, clinics, IT, and Cerner. It will designate procedures and assignments for all activities such as the admissions, discharging series outpatients, freezing the billing system, charge system procedures, data conversions, and interface re-pointing.

This document will serve as the guide to be used during the cut-over process and individual responsibility will be assigned to each task. We take into consideration staffing issues, after hours procedures, and how best to communicate during the cut-over. The plan will also cover the logistics for the command center. Our PM will manage and assist during the cut-over and provide post-live support.

## Deliverables

1. Current State Assessment
2. Completed Data Collection Worksheets
3. Project Governance model with role definitions
4. Project Charter
5. Project Team recommendations
6. Project Plan & timetable (including conversions and interfaces)
7. Communication Plan
8. Risk Management Plan
9. Testing Plan
10. Testing Scripts
11. Training Plan
12. Downtime Plans
13. Cut-over plan
14. Status Reports
15. Readiness Assessment
16. Project Artifacts

## Timeframe

HealthNET is prepared to begin the engagement within 2 weeks of approval. As identified earlier in this document, we anticipate the desire for the PM to meet with the SVH executive sponsors and core team to meet prior to the end of the calendar year.

## Our Qualifications

### Who We Are

Our informatics team has a 30+ year track record in healthcare EHR/information systems. Their mission from day one has been to work with each client, learning their unique situation and providing strategic recommendations that enable them to leverage technology in their environment. We truly partner with our clients to provide the services that meet their needs for the project at hand.

Our industry knowledge runs deep and is grounded in best practices and effective use of methodologies. Streamlined practices and workflow optimization are natural outcomes of our investment in our clients, producing the results of quality patient care, sound fiscal operations and overall improved organizational performance.

The professionals who lead the team have extensive experience in the healthcare industry, having served in management at healthcare providers, multi-hospital systems, HIS companies and consulting firms. Our multi-disciplinary team whose professional roots include clinical, financial, information technology and administrative, enables us to work with specific departments and to redesign processes that span multiple areas.

### What We Do

We approach all aspects of information systems work – planning, selection, and implementation – with a methodology to identify and design processes that are efficient and take advantage of the computer systems. Our practices are:

<b>Strategic Planning</b>	Our information system plans are practical business proposals that address the overall goals of our clients and match the level of investment with the characteristics and needs of the organization. We provide a balanced amount of organizational process, education, analysis, tactics, and cost analysis.
<b>Systems Selection</b>	We focus our clients upon the key system characteristics that differentiate the vendors and products, and not simply RFP's 'by the pound'. We guide our clients in practical evaluations and appropriate due diligence when evaluating and selecting software, hardware, and networking vendors, contributing our knowledge along the way. We pride ourselves on vendor-independence in order to provide clients with objective advice.
<b>Contracting</b>	We help our clients receive the right goods at the best price, while being protected in their technology contracts. Our depth of experience with the vendors, their pricing methods, and their products contributes to this aspect of our service.
<b>Implementation &amp; Conversion</b>	We start with identifying the process redesign opportunities and goals that set the agenda for the implementation. Our professionals augment client teams in implementation planning, project management, system designs, set-up, testing, data conversions and conversion planning. The results are implemented process redesigns that take advantage of the new systems.



<b>Mergers, Acquisitions, Integration</b>	We have considerable experience in planning, organizing, and carrying out mergers, acquisitions, and integration of disparate organizations. Our successes are driven by blending organizational dynamics, technology, and operations.
<b>Compliance</b>	We assist clients in planning, assessing, and developing policies and procedures to ensure accreditation and regulatory compliance.

## Our Philosophy & Values

<p><b>Powerful Commitment to the Success of Clients and Their Projects:</b> We recognize that clients engage consultants for a variety of reasons. Usually, consulting projects are simply a means to an end: helping clients and their organizations to achieve specific objectives. We are passionately committed to helping clients achieve this success.</p>	<p><b>One Size Fits One, Not All:</b> We recognize that each client and each engagement is unique: each represents different opportunities and challenges, goals and objectives, situations, players, issues, cultures, and other differences. Consequently, our firm customizes its relationships, approaches, thinking, strategies, and methods to each of these unique clients and individual projects.</p>
<p><b>Knowledge Transfer:</b> We have an operating philosophy and ethic that says we accept only those engagements for which we are qualified. Our approach is to work side-by-side with our clients to teach and educate them, so they don't become "consultant dependent". We don't spend any more time than the assignment requires. We do not "move in" with our clients for long periods of time, nor do we employ "fresh out of school" consultants.</p>	<p><b>Consulting Budgets:</b> Our fees are based on project objectives, rather than some number of hours. We are engaged to get a job done, not to watch the clock. We determine, with our clients, what is to be accomplished and a fair price for getting that job done. If more consulting is required, additional involvement is arranged with the client on a case-by-case basis. This approach assures that our clients do not receive surprise billings or encounter difficulties with our professionals. Everything is open and direct with no hidden agendas.</p>

## Whom We Serve

We are exclusively in the healthcare business and have worked with 400 hospital/healthcare clients over our 30+ year history. Our clients are mostly providers – **public and private sector** – that span critical access hospitals, academic medical centers, community hospitals, ambulatory and neighborhood health centers, long-term care, and behavioral health.

*30 years of providing integrated consulting teams to help 400 clients with large scale IT transformation.*



## Our EHR Implementation Qualifications

We are **certified and credentialed** in professional disciplines as well as vendor implementations. This is in our hospital clients' best interest in that we are most effective in assisting them. Yet we maintain our objectivity and independence and receive no financial incentives or kickbacks from vendors. Examples of our certifications and credentials:

- ❑ Project Management Professional Certified-Project Management Institute
- ❑ ISACA- CISM-Certified Information Security Manager
- ❑ ITIL Foundation certifications
- ❑ Six Sigma certifications
- ❑ MCME-Master Certified Novell Engineers
- ❑ Healthcare Data Analytics certifications
- ❑ Cerner- Implementation Methodology trained
- ❑ Meditech - READY Certified Implementation
- ❑ Epic - Professional Certifications
- ❑ UKG/Kronos – Certified Consulting Partner
- ❑ InterSystems – Interface Certification
- ❑ Healthcare - Many of our professions have medical/healthcare credentials, e.g., RN, MT, RPh, AHIMA

Most important is our **experience** in hospital/healthcare implementations and engagements. Our informatics team has conducted numerous EHR implementations, many of which are health systems that have hospitals, ambulatory clinics, home care, long term care, and behavioral health. The following list provides examples of relevant successful projects:

Client	Engagement Highlight
Jeff Davis Hospital, Hazlehurst, GA	Critical Access Hospital. Project management for the system selection and implementation of Cerner Community Works-shared domain solution for a Critical Access Hospital. This implementation includes an inpatient Behavioral Health.
Johnson Regional Medical Center, Clarksville, AR	Conducted an RFP/ system selection and implementation for an Emergency Department information system for this 20-bed community hospital. The selected system was integrated with their core HIS.
Frances Mohan Deaconess Hospital, Glasgow, MT	Critical Access Hospital. Strategic planning and optimization of their existing Meditech information system including clinical and revenue cycle improvements.
Touchette Regional Hospital, Centerville, IN	Project Management, Clinical and Revenue Cycle leads and analytical support for the implementation of Meditech EMR for a small safety net hospital with an average daily census of 25.
Jewish Family Services, Margate, NJ	Cerner reporting analyst for a non-profit behavioral health agency, currently implementing Cerner Behavioral Health.
Steward Healthcare System, Dalles, TX	Multiple projects for this 36-hospital/healthcare organization. Program leadership and multiple PMs for large-scale EMR implementations for their three regions to a single EMR platform.
Liberty Health, Jersey City Medical Center, Jersey City, NJ	Safety net academic medical center with neighborhood health centers. EMR RFP/system selection and implementation of their Cerner clinical systems— Multiple PMs and staff analysts for clinical informatics group, then provided on-going support.



## Professional Team

We will assign a professional team that is well-qualified to conduct this project. More details will be provided on specific assignments as we work with Norton to identify and select the consultants who are the best fit for SVH and to ensure a successful outcome.

- **Gail Wegger, Project Manager** – will provide on-site and remote consulting. The PM will ensure project scope, resources and budget are managed to optimal outcomes. Gail's Nursing experience, PM skills and Cerner Community Works experience will be an asset to the project. The exact cadence of on-site vs remote work will need to be established based on client/project needs and project milestones. The exact schedule will be determined between SVH's project sponsor, Gail, and Joy. Please find Gail's resume in Attachment A.
- **Joy Bauer, RN, PMP, Senior Director** will serve as the Engagement Manager and provide oversight to the project. Joy Bauer is an innovative, solutions-focused, and results-oriented health care project manager and performance improvement leader. Joy is a R.N., certified Project Management Professional, certified clinical Informaticist, and Information and Technology systems professional with a 30+-year career demonstrating outstanding performance, verifiable achievements, and progressive experience. Joy has notable experience with large scale implementations as well as managing Cerner EHR implementations.

## Fees

We have prepared a budget for the engagement based on the project duration of 11 months. Our PM will provide both on-site and remote consulting. The exact schedule and amount of travel will be determined collaboratively with the SVH project sponsor and be based on the needs of the project.

Consultant	Hourly Rate	Hours/ Month	Project Duration in Months	Total Hours	Monthly Professional Fees	Total Professional Fees
Gail Wegger, Project Manager	\$155	170	11	1870	\$26,350	\$289,850
Joy Bauer, Engagement Manager	\$170	8	11	88	\$1,360	\$14,960
Total	\$325			1958	\$27,710	\$304,810

HealthNET is prepared to provide additional resources for the project if SVH determines that is needed. No additional resource costs are included in this budget.

All fees/expenses will be invoiced as incurred. HealthNET will only bill you for the hours worked and if travel is required, will be prudent with travel expenses.

## **Attachment A**

See below

## SUMMARY

12 years as an independent (contracted) consultant providing expert Cerner EMR knowledge and leadership to hospital systems across the United States. Big picture view of how EMR implementations and optimizations affect integrated healthcare workflows. Committed to providing all clients with thoughtful and thoroughly researched opportunities that provide the highest level of patient care, financial transparency, and end user satisfaction.

I have completed 2 back-to-back full cycle Cerner Community Works consulting roles as described below. I believe this speaks well to my commitment to quality outcomes, and ongoing recognition as a dedicated, knowledgeable contributor by both client and Cerner team members.

## Additional Qualifications

Registered Nurse, currently licensed in Minnesota

Expert knowledge of Cerner support tools, Method M, AMS support model and Workflow Designer

Certified SCRUM Master

Experienced user of Microsoft Business tools

Previous test item writer for ANCC Pediatric Certification Exam

Previous anger management educator and national conference speaker

## PROFESSIONAL EXPERIENCE

**TJ Regional Health, Glasgow, KY Sept. 2020-Sept. 2022**

**Cerner Community Works (CW) Ambulatory Project Manager**

Centrally located multi-specialty and primary care clinic location, Residency Clinic and 7 rural health clinics. TJ transitioned from Centricity to Cerner AMS supported Community Works multi domain EMR. Provided team lead/project management for inpatient ambulatory departments inclusive of providers, nursing, registration and scheduling, industrial medicine, women's health, surgery, oncology infusion, wound care, outpatient therapies and residency clinic.

Responsibilities included:

- Creation of standardized workflows across clinic locations
- Oversight of registration and scheduling design, integrated testing script development, testing and issue resolution
- Clinic bar code medication scanning design and testing, intense pharmacy involvement
- Integration of radiology and lab orders and workflows, including reference lab
- Incorporation of Cerner Referral Management
- Clinical and professional charge capture and reconciliation
- Creation of training patients, curriculum, competencies and workflow guides
- Prioritized project tasks based on defined timelines and risk assessment
- Transition assistance to Cerner AMS support model

**Surescripts: Minneapolis MN Feb.2020-July 2020**

**Implementation Project Manager**

Implementation project analyst supporting the NCPDP Script Standard 2017071 upgrade requirement for EHR, Health Technology, and Pharmacy application vendors.

- Technical set up of testing and production domains
- Support and issue resolution guidance during customer system design phase
- Assist with product certification testing session documentation and data review
- Timely project management documentation to ensure adherence to project scope, timelines and service level agreements.
- Ensured that quality and service standards are met throughout the integration process

**Crisp Regional Medical Center: Cordele GA June 2018-Sept. 2019**

**Cerner Community Works (CW) Clinical Project Manager**

70 bed, 12 clinic rural health center

Crisp transitioned from Allscripts and Meditech to Cerner AMS supported Community Works. Provided clinical project management for inpatient and ambulatory departments inclusive of providers, nursing, clinic staff, lab, radiology, dialysis, emergency department, women's health and surgery

Responsibilities included:

- Intimate communications with Cerner and the Crisp teams to ensure benefits and deadlines were met
- Incorporation and testing of "patient movement workflows" to achieve best practice performance and charge capture. For example, clinic encounter to scheduled surgery, clinic lab order with phlebotomy at hospital lab, etc.
- Design of approximately 40 physician ordersets using Zynx recommendations, as well as clinic provider orders. Obtained sign off by specialty provider user groups
- Tracking of education issues, provided guidance for resolution or adaptation of training plan
- Post activation monitoring of key performance indicators (KPI's)
- Create and facilitation of post activation change management process as client transitioned to Cerner AMS services

**Steward Health Care: Nashville TN November 2016-June 2018**

**Women's Health/NICU Inpatient and Ambulatory Implementation Project Manager**

Steward's 12 hospital systems across the south and western US converted from multiple disparate EMR's and paper to a Cerner Millennium AMS support model over a 2 year timeline.

Recognized the uniqueness of each individual hospital's processes, and facilitated multi-facility sessions to standardize future state, and align with the goals of Steward's strategic direction.

- Prioritize multiple tasks at concurrent hospital sites.
- Manage competing demands to meet aggressive timeline.
- Recognize necessity of performing a gap analysis of ordersets to include inclusion and testing of local lab, medications and radiology catalogs at each site
- Implemented change control processes during transition to Cerner AMS support

**Baptist Health South Florida: Homestead FL August 2016-October 2016**

**Interim Clinical Health Care Executive- Cerner Corporation**

- Recognized by leadership at Cerner Corporation as having the skills to provide relief of their Clinical Health Care Executive during the first 4 weeks of system activation.
- Management of Cerner analyst's issue resolution processes

- Coordination of third party go-live support staff schedules, coaching to deliver project excellence
- Accountable to CMIO and hospital project leadership

**MedStar Health: Washington DC November 2015-July 2016**

**Ambulatory Learning Manager,**

New Cerner installation for all clinics associated with 12 hospitals including Georgetown University Hospital

- Assist with creation of system learning plan, gained approval of project leadership
- Facilitate 2-day project definition workshop- 40 attendees
- Develop content for web-based training, job aids and classroom content for ambulatory providers, clinical staff, front and back office staff members
- Provide classroom training and activation support

**University of Tennessee Medical Center: Knoxville, TN April 2015-November 2015**

**Nursing Documentation Optimization Lead**

- Completed local project scope document and governance structure
- Liaison between Cerner's Optimization Solution Team and UTMC IT leadership
- Project manager for Bedside Monitoring Device integration vendor selection, inclusive of scope, scheduling demos, cost analysis and final recommendations.
- Analysis of current state clinical and workflow gaps between Cerner nursing documentation and GE OR EMR system.

**Borgess Health: Kalamazoo MI March 2014 -March 2015**

**Co-lead of full cycle electronic orders implementation, conversion of paper provider orders**

- Lead design sessions with provider specialties to determine content for ordersets and clinic orders
- Medication orders, specialty subphase (titratable drips etc.) incorporation
- Incorporation of orders/nursing documentation into Care plan components
- Team lead for radiology department orders, testing and charge capture
- Facilitated sessions to review orderset design with integrated teams for build approval

**St. John Health System – Tulsa, OK Feb 2013-Sept 2013**

**Interim Manager Clinical Informatics and Documentation Optimization Project Manager**

- Mentoring of team member through difficult ADT project with successful completion
- Creation of new web-based issue reporting tool with education and activation
- Development of project plan for moving nursing documentation from Powerplans to IView, and "upgrading" documentation to current Cerner functionalities
- Creation of project budget and supporting evidence for capital approval process
- Identified project risks
- Obtained successful participation and support from nursing and physician leadership for this clinically driven initiative
- Supplied client with tools and recommendations for completing project plan within recommended timeline

## **Business Associate Agreement**

The Business Associate Agreement ("Agreement") is entered into on November 16, 2022, by and between Sierra Vista Hospital and Clinics ("Covered Entity") and HealthNET Systems Consulting, Inc. ("Business Associate"). Business Associate and Covered Entity are parties to certain Underlying Agreement(s) whereby Business Associate performs services to or on behalf of Covered Entity that may involve the use and disclosure of Protected Health Information ("PHI"). This Agreement defines the parties' obligations with respect to Business Associate's use and disclosure of Protected Health Information.

1. ***Definitions.*** As used herein, the following terms shall have these designated meanings:

- 1.1 "Breach" has the same meaning as set forth in Section 13400 of HITECH and shall include the unauthorized acquisition, access, use or disclosure of PHI that compromises the security and/or privacy of such PHI.
- 1.2 "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is transmitted by electronic media and/or maintained in electronic media.
- 1.3 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated there under.
- 1.4 "HITECH" means the Health Information Technology for Economic and Clinical Health Act, a portion of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated there under.
- 1.5 "Privacy Standards" means the Standards for Privacy of Individually Identifiable Health Information promulgated by the US Department of Health and Human Services ("HHS"), 45 CFR Parts 160 and 164 as may be amended from time to time.
- 1.6 "Protected Health Information" or "PHI" means information that is created or received by a healthcare provider, health plan, employer or healthcare clearinghouse that relates to the past, present or future physical or mental health or condition of an individual, the provision of healthcare to an individual or the past, present or future payment for the provision of healthcare to an individual and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 1.7 "Security Standards" means the Security Standards promulgated by HHS, 45 CFR Parts 160 and 164 as may be amended from time to time.
- 1.8 "Underlying Agreement(s)" means any contract or agreement between Covered Entity and Business Associate whereby Business Associate supplies goods and/or services to or on behalf of Covered Entity.
- 1.9 "Unsecured Protected Health Information" or "Unsecured PHI" means PHI that is not secured through use of a technology or methodology specified by the Secretary of HHS pursuant HITECH.

2. ***Use and Disclosure of Protected Health Information.*** Except as otherwise stated herein, Business Associate shall use and disclose Protected Health Information only as required to perform its obligations under the Underlying

Agreement(s). Business Associate shall not, and shall ensure that its employees, contractors, subcontractors and agents do not, use or disclose PHI received from Covered Entity in any manner that would violate the Privacy Standards or Security Standards, or any applicable state privacy laws, if so used by Covered Entity. Business Associate is responsible for full compliance with the Privacy Standards and Security Standards, as required by HITECH and any applicable state privacy laws, to the same extent as Covered Entity.

3. **Business Associate's Responsibilities Regarding Protected Health Information.** With regard to its use and or disclosure of Protected Health Information, Business Associate agrees to:
- a. Use and/or disclose PHI only as permitted by this Agreement or as required by law. As part of this limitation, Business Associate recognizes that there are additional requirements under HITECH that impact its use and disclosure of PHI, including, for example, the requirement to apply the "minimum necessary" obligation to disclosures for treatment, payment and healthcare operations;
  - b. Use appropriate safeguards to prevent unauthorized use or disclosure of PHI, consistent with HITECH, and the Privacy Standards and Security Standards, including, without limitation, implementing administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity;
  - c. In the event that Business Associate becomes aware of a security or privacy breach which might trigger security breach reporting obligations under state security breach notification laws or HITECH, or of any use or disclosure of PHI not permitted by this Agreement, Business Associate will report such breach orally to Covered Entity within two (2) days of such awareness and will confirm that notification in writing within ten (10) days. The notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such breach; the nature and circumstances of the breach; and what steps the Business Associate has taken or is taking to investigate, mitigate and prevent further disclosure, loss or damage. In such event, Business Associate will take any action deemed necessary by Covered Entity to mitigate any harmful effect of the breach. In the event that an action by Business Associate triggers Covered Entity's or Business Associate's duty to provide notice to an individual, media, governmental entities, or others, under 45 C.F.R. Part 164, Mass. Gen. Laws ch. 93H, or any other law or regulation, Business Associate agrees to cooperate with Covered Entity in connection with the notice process. Business Associate shall maintain a log of any such breaches and coordinate with Covered Entity in terms of the annual reporting obligation to HHS.
  - d. Report to the Covered Entity any other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware (within thirty (30) days of becoming aware of such use or disclosure), and to comply with any other reporting requirements under HITECH.
  - e. In the event of a security incident involving Electronic PHI or a Breach of Unsecured PHI, mitigate to the extent practicable any harmful effects of such incident or breach.

- f. Require all its employees, contractors, subcontractors and agents that receive, use or have access to PHI to agree in writing to be bound by the same responsibilities, restrictions and conditions upon the use and/or disclosure of PHI that apply to Business Associate under this Agreement.
- g. Pursuant to HITECH, if Business Associate knows of a pattern of activity or practice that constitutes a Breach or violation of Business Associate's obligations under this Agreement, Business Associate must take reasonable steps to cure the Breach or end the violation. If such steps are unsuccessful, Business Associate must terminate the contract or arrangement, if feasible; if termination is not feasible, Business Associate must report the problem to the Secretary of HHS.
- h. Make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary of HHS for purposes of determining the parties' compliance with HIPAA and/or HITECH.
- i. Within ten (10) business days after receiving a written request from Covered Entity, provide to Covered Entity such information as is requested and necessary to enable Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with HIPAA. Such information shall include, at a minimum, the date of any disclosure by the Business Associate, the name and address of the entity or person to whom disclosure was made, a description of the PHI so disclosed and a description of the purpose for which such disclosure was made. Business Associate agrees to implement appropriate record keeping processes to enable it to comply with the requirements of this section.
- j. Make available PHI in its possession for amendment and/or incorporate any such amendments or corrections into the PHI in accordance with the HIPAA regulations and provide access to an individual whose PHI is maintained by Business Associate in accordance with HIPAA regulations.
- k. Promptly report to Covered Entity any subpoena, court or other administrative order or discovery request calling for release or disclosure of PHI so that Covered Entity will have an opportunity to seek protective relief or otherwise direct Business Associate's response to such request;

4. Termination.

- a. *Termination for Breach.* The Covered Entity may terminate this Agreement if the Covered Entity determines that Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to provide Business Associate with notice of the existence of an alleged material breach and afford Business Associate an opportunity to cure the alleged material breach. In the event Business Associate fails to cure the breach to the satisfaction of the Covered Entity, the Covered Entity may immediately thereafter terminate this Agreement.
- b. *Automatic Termination.* This Agreement will automatically terminate upon the termination or expiration of the Underlying Agreement(s).
- c. *Effect of Termination.* Upon termination of this Agreement or the Underlying Agreement(s), Business Associate will return to Covered Entity or destroy all PHI in its possession maintained or stored in any form or media, and retain no copies, if it is feasible to do so. If return or destruction is not feasible,



Business Associate agrees to extend all protections contained in this Agreement to its use and or disclosure of any retained PHI following termination of this Agreement, and to limit all further uses and/or disclosures to those purposes that make the return or destruction of the PHI not feasible.

d. *Survival.* The obligations of Business Associate under Section 3 and Section 4 of this Agreement shall survive termination of this Agreement.

5. *Permitted Uses and Disclosures of PHI.* Notwithstanding the restrictions and conditions upon the use and/or disclosure of PHI set forth herein, Business Associate may use PHI for its proper management and administration and to fulfill Business Associate's legal responsibilities.

6. *Minimum Necessary Representation.* Business Associate represents and warrants that it shall request, use and/or disclose only the amount of PHI that is minimally necessary to perform its obligations under the Underlying Agreement(s). In addition, Business Associate represents and warrants that it will institute and implement policies and practices to limit its uses and disclosures of PHI to that which is minimally necessary to perform its obligations under the Underlying Agreement(s).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

HEALTHNET SYSTEMS CONSULTING, INC.

COVERED ENTITY  
(Name) \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 20 Burlington Mall Road, Suite 240  
Burlington, MA 01803

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## MASTER SERVICES AGREEMENT

This Agreement, executed on November 16, 2022 ("Execution Date"), by and between HealthNET Systems Consulting, Inc. ("HealthNET") and Sierra Vista Hospital and Clinics ("Client"). The Client is contracting with HealthNET for, and HealthNET agrees to provide, professional services for information systems consultation, according to the terms and conditions set forth in this Agreement. Therefore, the parties hereto agree as follows:

1. Services. HealthNET agrees to perform for the Client the services described in Attachment A (Proposal dated November 16, 2022, under separate cover), herein referred to as "Services". Additional services may be added from time to time by completion and execution by both parties of additional statements of work, proposals, or other descriptions of services/projects, identified sequentially as additional attachments (Attachment B, Attachment C, and so on).
2. HealthNET Performance and Client Support. HealthNET shall perform all work hereunder in a professional and timely manner, shall comply with all applicable laws, and shall take no actions that adversely affect Client. The Client shall provide such offices, facilities, equipment, testing time, remote access to computer systems, and such access to personnel, as HealthNET may reasonably request for the performance of the specified services. Neither party, however, shall be responsible for any delays that are not due to such party's fault or negligence or that could not have reasonably been foreseen or provided against. When working on the premises of the Client, HealthNET's employees or consultants shall observe the working hours, working rules and policies of the Client.
3. Employees of HealthNET. HealthNET may in its sole discretion employ or contract with other individuals to assist HealthNET in the performance of the Services required hereunder, provided that such individuals shall be employees or contractors of HealthNET, and not of the Client. All staffing decisions shall be under the exclusive control of HealthNET. In the event of any dissatisfaction by the Client with an employee or contractor, the Client shall inform HealthNET of the dissatisfaction. The Client will notify HealthNET of any HealthNET employee or contractor whose performance under this Agreement the Client determines is unsatisfactory for any reason, and unless otherwise agreed, HealthNET will promptly discontinue the assignment of any such employee or contractor to the Client.
4. Term. The term of this Agreement shall commence on the Execution Date and continue for an initial period of (twelve) 12 months unless terminated earlier as provided herein. Thereafter, this Agreement will renew automatically from year to year unless terminated earlier as provided in this Agreement. Notwithstanding the above, either HealthNET or Client may terminate this Agreement at any time with or without cause upon sixty (60) days prior written notice to the other party. In such event, Client shall pay HealthNET within thirty (30) business days of termination for all Services performed and expenses incurred up to the date of termination, where upon all work-in-progress and completed Deliverables (as hereinafter defined) shall be conveyed to and accepted by the Client. The Client understands and agrees that in the event of the termination of this Agreement prior to the completion of the services specified in Attachment A (and subsequent Attachments, as added), that the Client may incur additional costs and fees, require additional time and may need to retain another consultant in order to complete the services.

5. Fees and Payment. In consideration for performance of the Services, the Client shall pay HealthNET the total fees (hereinafter called the "Fees") in accordance with the Fees detailed in Attachment A (and subsequent Attachments, as added).

Invoices: Monthly

Payment: Due 30 days from issuance of a detailed invoice. HealthNET reserves the right to charge the Client a 1.5% per month surcharge for late payment.

As a time and materials contract, HealthNET will invoice the Client for the actual amount of hours spent performing the Services and the Client agrees to pay HealthNET for those services in accordance with the above terms. Both parties understand that the total fee set forth above is an estimate at this point in time and that a variety of factors may alter the overall cost for the completion of the services specified in Attachment A (and subsequent Attachments, as added). HealthNET and the Client will discuss and verify in writing any changes to the scope and budget for this Agreement.

Client shall reimburse HealthNET for reasonable travel expenses incurred in connection with providing the Services at Client's facility, including reasonable airfare, hotel expenses, and ground transportation. HealthNET charges a per diem rate to cover meals and incidentals using the GSA published per diem rates. The per diem rate will be pro-rated for partial days. Per Diem flat rate is not charged when consultant is local.

Payment hereunder is subject to submission of such reasonable documentation to Client to substantiate the Services rendered.

6. Ownership of Property. All notes, records, reports, summaries of research, and other intellectual property created or compiled by the Client or made available to HealthNET in the course of HealthNET's retention by the Client, and all copies thereof, (collectively, the "Intellectual Property"), shall be developed as a "work for hire" such that full property rights in and ownership of such work vest in the Client, and HealthNET hereby conveys any interests HealthNET might otherwise have in such property to the Client. All such Intellectual Property shall be delivered to the Client by HealthNET immediately upon the expiration or termination of HealthNET's retention by the Client. HealthNET is not obligated to provide the Client with any proprietary data collection tools, educational materials, analytic or educational templates, software or report formats developed before, during or after termination of this Agreement.

Upon payment in full for the Services and Intellectual Property developed under this Agreement, including but not limited to the project deliverables described in Attachment A (and subsequent Attachments, as added), (collectively, "Deliverables"), all such items shall be the property of the Client. The Client shall be solely responsible for any disclosure of Deliverables which may be required by law. Notwithstanding anything to the contrary herein, the Client acknowledges that in the course of its performance under this Agreement, HealthNET may use its own products, materials and methodologies, and the Client agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies.

7. Confidential Information. HealthNET recognizes that during HealthNET's retention by the Client, HealthNET will receive, develop or otherwise acquire Confidential Information of the Client which is

essential to the business of the Client. "Confidential Information" means program flow charts, file layouts, computer programs, financial information, contracts, contract terms, task lists, data and all other know-how and trade secrets created or learned by HealthNET in connection with HealthNET's work for the Client, and not generally known to the public. HealthNET shall not at any time, either during or after HealthNET's retention by the Client, use or disclose, or authorize or permit anyone else to use or disclose, any Confidential Information, except as may be necessary in the normal course of performing the Services for the Client hereunder or as required by law or court order. All Confidential Information heretofore or hereafter furnished to HealthNET shall be deemed confidential and shall be kept in strict confidence under appropriate safeguards. Notwithstanding this provision, HealthNET may use the Client's name, logo and a description of the work performed for the Client on its website, related web pages and in its printed marketing related materials.

8. HIPAA Compliance. The parties shall execute the Business Associate Agreement, in the form of Exhibit A attached hereto and incorporated herein, in order to ensure compliance with the privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996.
9. Indemnification: Insurance. Each party hereby agrees to indemnify, defend, and hold the other party and its affiliates, and its and their directors, trustees, officers, employees, and agents harmless from and against any and all claims, actions, liabilities, losses, costs, and expenses (including, without limitation, cost of judgments, settlements, court costs and attorneys' fees) arising out of or relating to negligent or intentional acts or omissions of the indemnifying party or any failure by the indemnifying party to perform any obligation or covenant of the indemnifying party under this Agreement, provided however, that nothing in this agreement shall require either party to be responsible for any special or consequential damages with respect to any indemnification obligation provided for herein.

HealthNET shall maintain in force during the term of this Agreement general and professional liability insurance coverage in amounts commercially reasonable and customary for consultants in HealthNET's field and adequate to meet HealthNET's obligations under the foregoing indemnification. Upon request, HealthNET shall provide to the Client certificates evidencing the insurance coverage maintained by HealthNET.

10. Notices. All notices under this Agreement shall be in writing and shall be effective when delivered by hand-delivery, or sent by United States registered or certified mail, postage prepaid and return receipt requested, or consigned to an established overnight mail carrier, or transmitted by confirmed facsimile, and addressed or delivered to the parties at the following addresses (or such other address as may hereafter be designated by the parties):

To Client:            Organization Name \_\_\_\_\_  
                             Address \_\_\_\_\_  
                             City, ST Zip \_\_\_\_\_  
                             Phone \_\_\_\_\_  
                             Attn: \_\_\_\_\_

To HealthNET:       HealthNET Systems Consulting, Inc.  
                             20 Burlington Mall Road, Suite 240

Burlington, Massachusetts 01803  
FAX: 781-273-3794  
Attn: Mary Ann Keane, President

11. Assignment. HealthNET shall not assign or delegate the duties and responsibilities under this Agreement without the prior written consent of the Client.
12. Solicitation. Both parties agree not to solicit the hiring of employees of the other party, without having first signed a written agreement specifically authorizing such an action. Should either party, during the term of this Agreement and for one (1) year following the expiration or termination of this Agreement, hire an employee actively working at or for the other party, then such party will pay the other party a finder's fee of 20% of the employee's then current annual compensation. This provision may be waived upon the mutual written agreement of the parties.
13. Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be interpreted under, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to choice of law principles.
14. Entire Agreement. This Agreement and all Attachments and Exhibits hereto constitute the entire agreement between HealthNET and the Client and supersedes all previous understandings, commitments, or agreements, oral or written, with respect to the subject matter hereof. It may not be changed orally, but only by an agreement in writing signed by both parties.
15. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

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

Organization Name

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

HealthNET Systems Consulting, Inc.

\_\_\_\_\_  
Mary Ann Keane, President

\_\_\_\_\_  
Date

**Attachment A**

**[HealthNET Proposal Under Separate Cover]**

**Exhibit A**

**[Business Associate Agreement – Under Separate Cover]**

## **SERVICES AGREEMENT**

This Services Agreement ("**Agreement**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("**Effective Date**"), by and between Healogics Wound Care and Hyperbaric Services, LLC ("**Healogics**") and Sierra Vista Hospital ("**Hospital**") (each, a "**Party**" and, collectively, "**Parties**").

1. **Services.** Healogics shall provide to Hospital those services ("**Services**") and property ("**Healogics Property**") listed on Exhibit A at Hospital's wound care center ("**Center**") located at 800 East 9<sup>th</sup> Avenue, Truth or Consequences, NM 87901. Hospital will be solely responsible for all other services and property necessary to operate the Center. At all times, the Center will be under the sole control and oversight of Hospital, and Hospital will be solely responsible for all financial and operational obligations associated with the Center. All physicians working in the Center will have sole medical decision-making authority, including decisions relating to patient diagnosis and treatment. Each Party will be the sole owner of its respective property. Upon expiration or termination of this Agreement, Healogics has the right to remove all Healogics Property from the Center.

2. **Center Opening.** Parties agree that Hospital shall open Center within one hundred fifty (150) days following the execution of this Agreement by the Hospital.

3. **Fees.** Commencing on the date the first wound care treatment is provided at the Center, the fees and other charges ("**Fees**") for the Services are Five Thousand Dollars (\$5,000.00) per month, increased by 4% on each anniversary of the Effective Date. Healogics will invoice Hospital on a monthly basis for the Fees, and Hospital shall pay each invoice by no later than thirty (30) days from date of invoice. If Hospital disputes in good faith any amount, then Hospital must notify Healogics in writing prior to the due date of the amount in dispute, the reason for the dispute and pay all undisputed amounts in a timely manner. The Parties shall work together in good faith to resolve any disputed amounts within thirty (30) days. All late payments are subject to a late payment fee equal to the greater of two percent (2%) of the invoiced amount or \$250 (not as penalty but to defray administrative and related expenses due to such late payment) and interest at the lesser of one and one-half percent (1.5%) per month or the highest rate permitted under applicable law. Hospital shall reimburse Healogics for all reasonable costs incurred in collecting past due amounts, including reasonable attorneys' fees. The exclusive venue for any legal action arising out of collecting past due amounts will be Duval County, Florida, and Hospital waives all objections to such venue. All prices quoted are exclusive of taxes and other charges imposed by any taxing authority, for which Hospital is solely responsible. All payments are to be remitted to the address listed on the invoice.

4. **Software.** Healogics shall license to Hospital its Wound Suite software ("**Software**") listed on Exhibit A for use in connection with the Services. Hospital acknowledges the Software is an information tool only and not a substitute for professional judgment of healthcare providers in diagnosing and treating patients. Hospital is solely responsible for providing the hardware necessary to utilize the Software. Healogics may discontinue the Software upon reasonable advance written notice to Hospital. Hospital acknowledges the Software is the sole property of Healogics. Nothing in this Agreement transfers, assigns or otherwise conveys to Hospital any ownership right or interest in or to the Software.

5. **Term.** The initial term of this Agreement will commence on the Effective Date and continue for a period of five (5) years after the date the first wound care service is provided at the Center ("**Initial Term**"), unless earlier terminated pursuant to this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year periods (each, "**Renewal Term**"), unless and until either Party provides written notice of non-renewal to the other Party no less than ninety (90) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable, or this Agreement is terminated pursuant to the provisions of this Section. The Initial Term and all Renewal Terms, if any, are, collectively, referred to as "**Term**." Either Party may terminate this Agreement after the first-year anniversary of the of the Agreement by providing ninety (90) days prior written notice to the other Party.

6. **Terms & Conditions.** The terms and conditions listed on Exhibit B are part of this Agreement.

The Parties have signed and delivered this Agreement as of the Effective Date.



**Healogics Wound Care & Hyperbaric Services,  
LLC**

**Sierra Vista Hospital**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address:  
5220 Belfort Road, Suite 130  
Jacksonville, FL 32256

Address:  
800 East 9<sup>th</sup> Avenue  
Truth or Consequences, NM 87901

X:\3. Contracts\Hospital & Physician Services\1. Hospitals & Centers by State\NM\Sierra Vista Hospital (NM047)\2. Drafts\NM047) Sierra Vista Hospital - Tier 1 Services Agreement (2021.11.07).docx

directors, employees and agents ("**Indemnified Party**") from and against all losses, damages, or fines ("**Losses**") incurred by an Indemnified Party as a result of a third-party claim to the extent the Losses are directly caused by the breach of this Agreement by such Party ("**Indemnifying Party**") or the negligence or willful misconduct of the Indemnifying Party in the performance of the Indemnifying Party's obligations under this Agreement. A Party's right to indemnification under this Section is conditioned upon the Indemnified Party: (a) promptly notifying the Indemnifying Party of all claims for which indemnification will be sought; (b) giving the Indemnifying Party sole control of the defense against all such claims (including the right to select counsel and settle or compromise such claim, but the Indemnifying Party must not agree to a consent decree or similar order binding the Indemnified Party to any settlement that specifically apportions fault or liability to the Indemnified Party without the Indemnified Party's prior written consent, not to be unreasonably withheld); and (c) reasonably cooperating with the Indemnifying Party's defense against such claims.

Agreement will not affect any provision intended or customary to survive. This Agreement embodies the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings and negotiations.

*[End of Terms & Conditions]*

8. **Insurance.** Each Party shall maintain comprehensive general liability and professional liability insurance with one or more insurers reasonably satisfactory to the other Party in the amount of no less than \$1 million per occurrence and \$3 million in the aggregate. Upon request of a Party, the other Party shall furnish a certificate of insurance indicating such coverage. A Party shall notify the other Party within ten (10) days of any material change in any policy of insurance required to be secured or maintained.

9. **DISCLAIMER OF WARRANTIES.** THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED BY THE PARTIES.

10. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

11. **Miscellaneous.** This Agreement may be executed in any number of counterparts. No provision of this Agreement may be amended or waived without the prior written consent of the Parties. Without the prior written consent of the other Party, neither Party may assign this Agreement or its rights or delegate its duties to any third-party that does not control, is not controlled by or is not under common control with such Party. The laws of the state in which Hospital is located will govern this Agreement without regard to conflict of law principles. All notices under this Agreement must be sent by an overnight delivery with tracking confirmation to the CEO of the receiving Party (with copy to its Legal Department) at the address provided in this Agreement. Neither Party will be liable to the other Party for any delay or failure in performance due to causes beyond such Party's commercially reasonable control, acts of God, fires, labor disputes, floods, epidemics, quarantine, war, riot or other impracticability. Expiration or termination of this

## **EXHIBIT B**

### **TERMS & CONDITIONS**

1. **Confidentiality.** All information exchanged between the Parties in connection with this Agreement is considered "Confidential Information" of the disclosing Party ("**Disclosing Party**"), except that Confidential Information will not include any information (a) lawfully obtained or created by the receiving Party ("**Receiving Party**") independent of the Disclosing Party's Confidential Information and without breach of any confidentiality obligation, (b) that is in, or enters, the public domain without breach of any confidentiality obligation or (c) required to be disclosed by law, but only to the extent required to comply, in which case the Receiving Party shall promptly notify the Disclosing Party. Except as permitted in this Agreement, the Receiving Party shall not disclose the Disclosing Party's Confidential Information, except to employees, contractors or affiliates of the Receiving Party to the extent needed to know for purposes of this Agreement and bound by similar confidentiality terms, and only use the disclosing Party's Confidential Information as permitted in this Agreement or for the purpose of performing its obligations under this Agreement. Notwithstanding any provision to the contrary in this Section, during the Term of this Agreement and indefinitely thereafter, each Party may use wound care information derived from the relationship for its own analysis, benchmarking and research purposes, provided such information is not used in a way that violates applicable law. A Party may seek equitable relief in the event of any breach of this Section, in addition to all other remedies available at law or in equity. Upon expiration or termination of this Agreement and except as otherwise provided in this Agreement, the receiving Party shall return, destroy or erase all of the disclosing Party's Confidential Information, at the direction of the disclosing Party.

2. **Healogics IP License.** All proprietary material, data and other information provided by Healogics under this Agreement are included as Healogics IP. Healogics grants to Hospital during the Term a limited, non-exclusive, non-transferable, royalty-free right to use Healogics IP solely for purposes contemplated by this Agreement ("**Healogics IP License**"). Hospital acknowledges that Healogics is the sole owner of Healogics IP. Nothing in this Agreement conveys any ownership or other interest in Healogics IP to Hospital. Hospital shall not at any time do any act or thing that would impair the rights of Healogics in and to Healogics IP. The Healogics IP License will automatically expire upon expiration or termination of this Agreement. Healogics reserves the right to modify Healogics IP at any time.

3. **Access to Books, Documents and Records.** To the extent required by Section 1861 (V)(I)(I) of the Federal Social Security Act, until the expiration of four (4) years after the furnishing of the Services pursuant to this Agreement, Healogics shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, this Agreement, and any books, documents and records of Healogics that are necessary to verify the nature and extent of the costs claimed to Medicare with respect to the Services provided under this Agreement. If Healogics carries out any of its duties under this Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, then until the expiration of four (4) years after the furnishing of such Services pursuant to such subcontract, Healogics shall cause the related organization to make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or

any of their duly authorized representatives, that subcontract, any books, documents and records of such related organization that are necessary to verify the nature and extent of the costs claimed to Medicare with respect to the Services provided under this Agreement. In addition, Healogics shall keep, or cause to be kept, in a timely manner, accurate and complete records on all Patient files reviewed by Healogics. All records will be prepared, maintained and disclosed only in accordance with applicable law and Hospital's policies on preparing, maintaining and disclosing such records. All such records are and will remain Hospital's property.

4. **Termination.** A Party may terminate this Agreement only for the following reasons: (i) if the other Party materially breaches this Agreement and such breach is not cured within sixty (60) days after written notice from the non-breaching Party, (ii) if the other Party has filed, or had filed against it, a petition in bankruptcy, or made an assignment for the benefit of its creditors, or otherwise has admitted in writing its inability to meet its financial obligations or responsibilities under this Agreement, (iii) if a representation by the other Party is false, or (iv) if the other Party fails to pay an amount due under this Agreement by the due date and such failure continues for a period of ten (10) days after written notice thereof.

5. **Representations and Warranties.** Each Party represents and warrants to the other Party that (a) this Agreement lists all services to be provided by Healogics and all remuneration being paid by Hospital to Healogics for the Services, (b) the Fees are commercially reasonable and within fair market value, have been negotiated at arms-length, and do not take into account volume, referrals, sales or other business between the parties or others, (c) it is not excluded from any federal healthcare program for the provision of items or services for which payment may be made under a federal healthcare program, and (d) it has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it knows or should know is excluded from participation in any federal health care program. This Agreement is not intended to induce any referral, and there is no obligation that requires Healogics to refer, recommend or arrange for any item or service covered under a federal healthcare program.

6. **Anti-Kickback Law Discounts.** The dollar value of the discounts or other reductions in price pursuant to this Agreement, if any, and any other items and services not paid for by Hospital and received by Hospital from Healogics under this Agreement are "discounts and other reductions in price" under Section 1128B(b)(3)(A) of the Social Security Act (42 U.S.C. § 1320a-7b(b)(3)(A)), as amended. It is the intent of the Parties to comply with the Anti-Kickback Law Discount Safe Harbor (42 C.F.R. § 1001.952(h) as amended). The Discount Safe Harbor requires that certain discounts be reported and passed on to Federal and State health care programs, such as Medicare and Medicaid. Hospital understands it must properly disclose the discounts or reductions in price, and reflect such discounts or reductions in price in the costs claimed or charges made, under any Federal or State health care program that provides cost or charge-based reimbursement to Hospital for the items and services covered by this Agreement. Hospital is solely responsible for determining whether the savings or discounts it receives must be reported and passed on to payers.

7. **Mutual Indemnification.** Each Party shall indemnify, defend, and hold harmless the other Party and its affiliates, officers,

**EXHIBIT A**  
**SERVICES**

Clinical and Operational Tools & Support
Clinical Manual
Administrative Policies
Clinical Practice Guidelines
WC Center Forms, Hyperbaric Forms, and Documents
Wound Care Reference Library
Hyperbaric Support
N/A
Physician Support
Physician Quarterly Quality Surveillance Report (I-HEAL Req)
Staff, Staff Training, Employment Options (T&E paid by Hospital)
Front Office Coordinator Training for I-HEAL® (iLearn online)
Nurse - ANCC accredited, ACHM approved Introductory Nurse Course – 4 nurses per calendar year
Preboarding Introductory ACCME accredited, ACHM approved, Provider Course (Wound Care as indicated). Note - Not UHMS accredited – LMD
Wound Suite – Healogics Technology Platform
I-HEAL Provider (includes training)]
I-HEAL Support – 4 calls per month
Healogics Center Management (quarterly operations and quality reports)
Community Education (CE)
Online location finder for Healogics Affiliated Centers
CE Health Observance Campaign Materials (Healogics defined & branded PDF with ability to purchase printed material at negotiated vendor rates)
Revenue Cycle Management
Comprehensive List of Procedures and Services provided in the WCC
Superbill template (updated annually, when required)
Clinic Level of Care - Point Tabulation Tool for E&M services level
Quarterly NCCI edits for procedures / services provided in the WCC
Summary of annual CMS APC payment revisions
Facility and Physician Revenue Cycle Manual
ICD-10 Tools for Wound Care service (updated when required)
Monthly MAC specific LCD summary related to Wound Care services
Operational Reporting and Oversight Management System
Annual Center Report (Clinical, Operational)
Annual Revenue analysis only – Requires Hospital revenue and usage data
Quality Metrics and benchmarking (Quarterly)
Clinical VP of Operations (“CVPO”), Clinical Director of Operations (“CDO”), Clinical Area Manager of Operations (“CAMO”), Clinical Manager or designee Management and Oversight Visit – At implementation and 1 per calendar year
Clinical VP of Operations, Clinical Director of Operations, Clinical Area Manager of Operations (“CAMO”), Clinical Manager or designee Management and Oversight – Calls (Quarterly)
Equipment
N/A

Fee Schedule for Services in Excess of Tier Limitation	
Resource	Per Instance
Provider training*	\$3,700
Nurse Training*	\$2,100
I-HEAL support calls	\$35 per hour (no partial hours)
VPO/DO site visits	\$3,000 (includes travel) (2-day trip) (Additional charge may apply depending on objectives & # days on-site)
VPO/DO site visits	\$1,500 plus travel expense (1-day trip) (Additional charge may apply depending on objectives & # days on-site)
RDS site visits	\$2,500 (includes travel) (2-day trip) (Additional charge may apply depending on objectives & # days on-site)

\*Pricing excludes travel and accommodations.

## **BUSINESS ASSOCIATE AGREEMENT ("BAA")**

To the extent that Covered Entity discloses Protected Health Information to Business Associate (or Business Associate handles Protected Health Information on Covered Entity's behalf) in connection with services or products provided to Covered Entity, or as otherwise required or allowed by the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, codified at 42 U.S.C. §1320d through d-9, as amended, ("**HIPAA**"), and only to the extent required by law, Covered Entity and Business Associate agree to the following terms and conditions, which are intended to comply with HIPAA, the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**") and their implementing regulations. In consideration of the foregoing and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

### **1. General Definitions, Terms and Conditions.**

a. "**Business Associate**" generally has the same meaning as the term "business associate" at 45 C.F.R. §160.103, and in reference to the party to this BAA, shall mean Healogics Wound Care & Hyperbaric Services, LLC.

b. "**Covered Entity**" generally has the same meaning as the term "covered entity" at 45 C.F.R. §160.103, and in reference to the party to this BAA, shall mean Sierra Vista Hospital (hereinafter, together with Business Associate, sometimes collectively referred to as the "**Parties**").

c. "**HIPAA Rules**" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164, as amended.

d. "**Protected Health Information**" and "**PHI**" has the same meaning as the term "protected health information" in the HIPAA Rules at 45 C.F.R. § 160.103, provided that it is limited to such PHI that is created, received, maintained or transmitted by Business Associate on behalf of Covered Entity related to Business Associate's performance under the Service Agreement between the Parties.

e. "**Service Agreement**" means the Services Agreement, dated \_\_\_\_\_, 2021, by and between the parties in which Business Associate performs functions or activities on behalf of Covered Entity.

f. Other Definitions: Terms that are defined in the HIPAA Rules and not otherwise defined herein shall have the same meaning as in this BAA.

### **2. Obligations and Activities of Business Associate.**

a. Business Associate shall not use or disclose PHI, other than as permitted or required by this BAA or the HIPAA Rules, as Required by Law, as contemplated by the Service Agreement, or as otherwise authorized in writing by Covered Entity.

b. Business Associate shall use appropriate safeguards, including compliance with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI other than as permitted by this BAA.

c. Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware, including Breaches of Unsecured PHI as required by 45 C.F.R. §164.410, and any Security Incident of which it becomes aware. For reports of incidents constituting a Breach, the report shall include, to the extent available, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed during such Breach. Business Associate hereby reports to Covered Entity that Unsuccessful Security Incidents occur from time to time and the Parties agree that no additional notice is required. "Unsuccessful Security Incidents" are Security Incidents

that do not result in any unauthorized access, use, disclosure, modification, destruction of information or interference with system operations, including, but not limited to, ping sweeps or other common network reconnaissance techniques, attempts to log on to a system with an invalid password or username, and denial of service attacks that do not result in a server being taken off line.

d. Business Associate shall ensure that subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply through this BAA to Business Associate with respect to such PHI.

e. To the extent Business Associate has PHI in a Designated Record Set, and only to the extent required by HIPAA, Business Associate shall make available PHI in a Designated Record Set, to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524. The parties agree that it is Covered Entity's responsibility to respond to all requests from Individuals to access PHI.

f. Business Associate shall make PHI available for purposes of any amendment(s) to PHI in its possession contained in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. §164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.526. The parties agree that it is Covered Entity's responsibility to respond to all requests from Individuals for amendment.

g. Business Associate shall maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.528. The parties agree that it is Covered Entity's responsibility to respond to all requests from Individuals for accountings.

h. Business Associate shall notify Covered Entity of any HIPAA requests for access to, amendment of, or accounting of Covered Entity's PHI held by Business Associate or its subcontractors as soon as reasonably practicable after receiving such request, and in any event at least ten (10) business days prior to any deadlines for response under HIPAA. Unless authorized in writing by Covered Entity, neither Business Associate nor its subcontractors shall respond to these requests other than to redirect the requestor to Covered Entity for further response. Business Associate agrees to cooperate with Covered Entity related to Covered Entity's response to such requests.

i. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

j. Business Associate shall make its internal practices, books, and records relating to Business Associate's use and disclosure of PHI received from Covered Entity available to the Secretary for purposes of determining compliance with the HIPAA Rules.

### **3. Permitted Uses and Disclosures of Protected Health Information by Business Associate.**

a. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Service Agreement and as permitted in this BAA, or as otherwise authorized in writing by Covered Entity or permitted by the HIPAA Rules.

b. Business Associate may use or disclose PHI as Required by Law or as permitted by 45 C.F.R. §164.512. If Business Associate believes it has a legal obligation to disclose PHI, it will – as long as not prohibited by law - notify Covered Entity as soon as reasonably practicable after it learns of such obligation, and in any event at least ten (10) business days prior to the proposed release, as to the legal requirement pursuant to which Business Associate believes the PHI must be released. If Covered Entity objects to the release of such PHI, Business Associate will allow Covered Entity to exercise any legal rights or remedies Covered Entity might have to object

to the release of the PHI. Business Associate agrees to provide such assistance to Covered Entity, at Covered Entity's expense, as Covered Entity may reasonably request related to the objection.

c. Business Associate agrees that its use, disclosure or request of PHI will be limited to the minimum necessary to accomplish the intended purpose of the use or disclosure of, or request for PHI.

d. Business Associate may use Protected Health Information to create de-identified information that may be used and disclosed by Business Associate as Business Associate deems appropriate, provided that the information is de-identified in accordance with the HIPAA Rules. Business Associate may create limited data sets to be used for the purposes of research, public health, or health care operations, provided Covered Entity or Business Associate enter into a data use agreement with any limited data set recipient in accordance with the HIPAA Rules.

e. Business Associate may use PHI to provide Data Aggregation services to Covered Entity.

f. Business Associate may use and disclose PHI to report violations of law to appropriate Federal and State authorities, in a manner consistent with the HIPAA Rules.

g. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below.

h. Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. The parties agree that Business Associate's "proper management and administration" includes, but is not limited to, the activities listed in subsection 6(b) of this BAA.

i. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required By Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### **4. Obligations of Covered Entity.**

a. Covered Entity shall notify Business Associate, in writing and in a timely manner, of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall notify Business Associate, in writing and in a timely manner, of any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes may affect Business Associate's use or disclosure of PHI.

c. Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction on the use and/or disclosure of PHI to which Covered Entity has agreed or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

d. Covered Entity shall comply with all applicable state and federal privacy and security laws and regulations, including the HIPAA Rules. Covered Entity shall obtain any patient or other authorizations or consents that may be required under state or federal law or regulation in order to transmit PHI to Business Associate and to enable Business Associate and its subcontractors to use and disclose PHI as contemplated by this BAA and the Service Agreement, including, but not limited to, consents and authorizations relating to mental health, HIV, substance use disorders and other particularly sensitive conditions.



e. Covered Entity may not ask Business Associate to use or disclose PHI in any manner that would not be permissible under applicable laws and rules, including the HIPAA Rules, if done by Covered Entity, except that Business Associate may use or disclose PHI for its proper management and administration, Data Aggregation, and other activities specifically permitted by this BAA.

**5. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOSS OF DATA, OR CIVIL OR CRIMINAL PENALTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR VIOLATIONS OF THIS BAA, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY.**

**6. Term and Termination.**

a. Except as otherwise provided herein, the term of this BAA shall coincide with the Service Agreement and be terminable in accordance with the termination provisions of the Service Agreement, or the date either party terminates for cause, whichever is sooner. Upon a party's knowledge of a material breach by the other, the non-breaching party shall provide written notice to the breaching party and may terminate this BAA if the breaching party does not cure the breach or end the violation within thirty (30) days of receipt of such notice.

b. Upon termination of this BAA for any reason, the parties agree that for purposes of Business Associate's proper management and administration, Business Associate may retain and use PHI within its database for purposes of the ongoing analysis and development of proprietary clinical processes, quality assurance, creating de-identified data sets, and other administrative and health care operations activities of Business Associate. With respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, Business Associate shall (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (ii) return or destroy the remaining PHI that the Business Associate still maintains in any form, to the extent feasible; (iii) continue to use appropriate safeguards to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI; (iv) not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out this BAA which applied prior to termination; and (v) return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

**7. Notices.** Any notices to be given hereunder shall be deemed effectively given when personally delivered or received via overnight courier, and addressed as follows:

If to Business Associate, see address below signature hereto.

If to Covered Entity, see address below signature hereto.

For notices to Covered Entity related to Section 2(h) or 3(b), Email: \_\_\_\_\_.

**8. Interpretation and Amendment of this BAA.** A regulatory reference in this BAA to a section of the HIPAA Rules means the section as in effect or as amended. Any ambiguity or inconsistency in this BAA shall be interpreted to permit compliance with the HIPAA Rules. This BAA supersedes any and all prior representations, understandings, or agreements, written or oral, concerning the subject matter herein, including conflicting provisions of the Service Agreement. In the event of a conflict between this BAA and the Service Agreement, this BAA shall control. The parties hereto agree to negotiate in good faith to amend this BAA from time to time as necessary for compliance with the requirements of HIPAA or any other applicable law and for Business Associate

to provide services to Covered Entity. However, no change, amendment, or modification of this BAA shall be valid unless it is set forth in writing and signed by both parties.

9. **Miscellaneous.** This BAA may be executed in any number of counterparts. No provision of this BAA may be amended or waived without the prior written consent of the parties. Without the prior written consent of the other party, neither party may assign this BAA or its rights or delegate its duties to any third-party that does not control, is not controlled by or is not under common control with such party. The laws of the state of Florida will govern this BAA without regard to conflict of law principles. All notices under this BAA must be sent by an overnight delivery with tracking confirmation to the CEO of the receiving party (with copy to its Legal Department) at the address provided in this BAA. Neither party will be liable to the other party for any delay or failure in performance due to causes beyond such party's commercially reasonable control, acts of God, fires, labor disputes, floods, epidemics, quarantine, war, riot or other impracticability. Expiration or termination of this BAA will not affect any provision intended or customary to survive. This BAA embodies the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings and negotiations, including conflicting provisions in the Service Agreement.

The parties have signed and delivered this BAA effective \_\_\_\_\_, 2021.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

**HEALOGICS WOUND CARE & HYPERBARIC  
SERVICES, LLC**

**SIERRA VISTA HOSPITAL**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address:  
5220 Belfort Road, Suite 130  
Jacksonville, FL 32256

Address:  
800 East 9<sup>th</sup> Avenue  
Truth or Consequences, NM 87901

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## Sierra Vista Hospital - Wound Care Center (WCC) Financial Projection - Nov 04, 2021

New Patient Scenarios	50	100
Payor Mix Assumption	49% / 51%	49% / 51%
Type	Medicare / Non-Medicare	Medicare / Non-Medicare
Billed Charges to Medicare Rate ("Multiple")	3.0	3.0
WCC Net Revenue	\$219,581	\$317,758
WCC Staffing Expenses	\$123,018	\$123,018
WCC Operating Expenses	\$28,154	\$50,807
Healogics Fee Expenses	\$60,000	\$60,000
Total WCC Expenses	\$211,172	\$233,825
WCC Contribution Margin	\$8,409	\$83,933
% of Revenue	4%	26%
Ancillary Services (Vascular, Radiology, Lab, Etc.)		
Ancillary Net Revenue	\$102,569	\$207,272
Ancillary Expenses	\$45,586	\$92,121
Ancillary Gross Margin	\$56,983	\$115,151
% of Revenue	56%	56%
Total Revenue	\$322,150	\$525,030
Total Expenses	\$256,758	\$325,946
Total Gross Margin	\$65,392	\$199,084
% of Revenue	20%	38%

*The following framework is intended to demonstrate key financial assumptions and performance. This is not an implied or direct expression of actual results. Actual annual business planning and operating results will be completed in conjunction with the center operational staff and will be reviewed/updated on a regular basis.*

**Sierra Vista Hospital  
Wound Care Clinic Financial Projection**

New Patient Scenarios		50	100
Payor Mix Assumption		49% / 51%	49% / 51%
Type		Medicare / Non-Medicare	Medicare / Non-Medicare
Billed Charges to Medicare Rate ("Multiple")		3.0	3.0
Evaluation & Management		\$26,713	\$38,656
Debridements & Other		\$192,869	\$279,102
WCC Net Revenue		\$219,581	\$317,758
Employed By:			
Clinical Nurse Manager	Hospital	\$53,007	\$53,007
Front Office Coordinator	Hospital	\$24,187	\$24,187
Nurse(s)	Hospital	\$45,825	\$45,825
WCC Staffing Expenses		\$123,018	\$123,018
Consumable & Reimbursable Wound Care Supplies		\$21,330	\$42,660
General Wound Center Expenses		\$6,824	\$8,148
WCC Operating Expenses		\$28,154	\$50,807
Management Fee	\$5000 per month	\$60,000	\$60,000
iHeal Provider	\$0 per month	\$0	\$0
Healogics Fee Expenses		\$60,000	\$60,000
Total WCC Expenses		\$211,172	\$233,825
WCC Contribution Margin		\$8,409	\$83,933
% of Net Revenue		4%	26%
Allocated Overhead Expense	Please validate overhead cost allocation.		
Allocation as a % of Direct Clinic Expenses shown above		30%	30%
Estimated Overhead Expenses Allocated to Wound Care Clinic		\$63,352	\$70,148
CCR - Cost (Direct and Overhead) to Charge Ratio		70.3%	38.9%

**Sierra Vista Hospital  
Wound Care Clinic Medicare Financial Projection**

Medicare New Patient Scenarios

	25	49
Payor Mix Assumption	49% / 51%	49% / 51%
Type	Medicare /	Medicare /
Revenue Multiplier	Non-Medicare	Non-Medicare
	3.0	3.0
Wound Care Center Gross Revenue, equivalent to a multiple of 3 times Medicare rates	\$390,597	\$781,194
Medicare Portion of Gross Revenue equal to 49%	\$191,578	\$383,156
Medicare Collection Rate	71.0%	39.3%
Medicare Net Revenue (Cost plus 1%)	\$135,993	\$150,582
Total Direct WCC Expenses	\$211,172	\$233,825
Medicare Portion equal to 49% of WCC Expenses	\$103,574	\$114,685
Estimated Overhead Expenses Allocated to Wound Care Clinic	\$63,352	\$70,148
Medicare Portion equal to 49% of Overhead Expense	\$31,072	\$34,406
Medicare Portion equal to 49% of WCC Expenses	\$103,574	\$114,685
Medicare Portion equal to 49% of Overhead Expense	\$31,072	\$34,406
Medicare Portion of Annual Total Expenses (Direct & Indirect)	\$134,647	\$149,091
Medicare Operating Margin	\$1,346	\$1,491
Medicare % Contribution above Cost	1%	1%



## **Sierra Vista Hospital Financial Projection Appendix**

<b>Appendix A</b>	<b>Payor Mix and Collection Rate Detail</b>
<b>Appendix B</b>	<b>Net Revenue Assumption Detail</b>
<b>Appendix C</b>	<b>Expense Assumption Detail</b>
<b>Appendix D</b>	<b>Outpatient Ancillary and Inpatient Spinoff Assumption Detail</b>
<b>Appendix E</b>	<b>Additional Notes</b>

**Sierra Vista Hospital**  
**Appendix A - Payor Mix and Collection Rate Assumption Detail**

**Hospital's Projected Medicare Collection Rates**

	Hospital's Payor Mix	Scenario 1 Hospital's Collection Rate	Scenario 2 Hospital's Collection Rate
Medicare	49%	71.0%	39.3%

**National Weighted Average of Hospital's Non Medicare Collections**

	A. Hospital's Payor Mix	B. Weighted % of Hospital's Payor Mix	C. Hospital's Collection Rates by Payor	D. Weighted Collection Rates = (Column B x Column D)
Managed Medicare	21%	40%	35%	14%
Medicaid	4%	7%	28%	2%
Managed Medicaid	8%	15%	35%	5%
Commercial	2%	4%	57%	2%
BCBS	9%	17%	59%	10%
HMO PPO	4%	8%	60%	5%
Other	3%	5%	39%	2%
Self Pay	1%	2%	50%	1%
Workers Comp	0%	1%	66%	0%
Weighted Average of Non Medicare Collection Rates				42%

**Calculation of Average Charge Multiple - Using Hospital's Medicare OP Collection Rate**

Back into average charge multiple, by assuming the hospital collects 100% of Medicare's allowed reimbursement.

Medicare's Allowed Reimbursement:	100.0%	=	2.95	Hospital sets their charges on average 2.95 times above Medicare's rate.
Hospital's Actual Cost to Charge:	33.9%			



Appendix B - Net Revenue Assumption Detail with Hospital Wage Index = 0.9365

				54	103
Payor Mix Assumption				49% / 51% Medicare / Non-Medicare	49% / 51% Medicare / Non-Medicare
Type				3.0	3.0
Billed Charges to Medicare Rate ("Multiple")				3.0	3.0
E&Ms	CPT4 Code	CMS 2021 Payment Adjusted for Wage Index = 0.9365	Avg procedures per patient		
Hospital OP Clinic Visit Gross Outpatient E&M Revenue	G0403	\$114.22	3.82	\$47,517	\$96,034
Medicare's Portion of Gross Revenue at 49.05% of Payor Mix				\$23,306	\$46,612
Medicare's Net Revenue after applying collection rate				\$15,544	\$18,319
Non-Medicare's Portion of Gross Revenue at 50.95% of Payor Mix				\$24,211	\$48,422
Non-Medicare's Net Revenue after applying collection rate				\$10,169	\$20,337
Net Outpatient E&M Revenue				\$26,713	\$38,656
Debridements & Other					
Wound Debridement Skin & Subcutaneous 20 sq cm / <	11042	\$332.66	3.53	\$173,049	\$346,097
Wound Debridement Skin, SubQ, & Muscle 20 sq cm / <	11043	\$504.20	0.31	\$23,128	\$46,256
Wound Debridement Skin, SubQ, Muscle & Bone 20 sq cm / <	11044	\$1,353.39	0.08	\$16,342	\$32,684
Wound Debridement Skin & SubQ, (each add'l 20 cm <sup>2</sup> )	11045	\$0.00	2.04	\$0	\$0
Wound Debridement Skin, SubQ, & Muscle, (each add'l 20 cm <sup>2</sup> )	11046	\$0.00	0.24	\$0	\$0
Wound Debridement Skin, SubQ, Muscle & Bone, (each add'l 20 cm <sup>2</sup> )	11047	\$0.00	0.04	\$0	\$0
Debridement, Open Wound 20 sq cm / <	97597	\$172.71	1.11	\$28,207	\$56,414
Debridement, Open Wound add on (each add'l 20 cm <sup>2</sup> )	97598	\$0.00	0.67	\$0	\$0
Wound Care Non Selective	97602	\$172.71	0.07	\$1,785	\$3,570
Neg. Pressure Wound Treatment (VAC) <= 50 sq cm	97605	\$172.71	0.27	\$6,938	\$13,876
Neg. Pressure Wound Treatment (VAC) > 50 sq cm	97606	\$332.66	0.04	\$1,895	\$3,789
Apply Skin Substitute					
Graft Trunks Arms Legs, Initial 25 sq cm	15271	\$1,650.00	0.12	\$28,269	\$56,538
Graft Trunks Arms Legs, ea add'l 25 sq cm	15272	\$0.00	0.02	\$0	\$0
Graft, Trunks Arms Legs, Initial 100 sq cm	15273	\$3,387.96	0.00	\$1,105	\$2,211
Graft, Trunks Arms Legs, ea add'l 100 sq cm	15274	\$0.00	0.00	\$0	\$0
Graft, Face Hands Feet, Initial 25 sq cm	15275	\$1,650.00	0.09	\$21,686	\$43,372
Graft Face Hands Feet, ea add'l 25 sq cm	15276	\$0.00	0.00	\$0	\$0
Graft, Face Hands Feet, Initial 100 sq cm	15277	\$1,650.00	0.00	\$104	\$207
Graft, Face Hands Feet, ea add'l 100 sq cm	15278	\$0.00	0.00	\$0	\$0
Graft Trunks Arms Legs, Initial 25 sq cm	C5271	\$504.20	0.00	\$318	\$635
Graft Trunks Arms Legs, ea add'l 25 sq cm	C5272	\$0.00	0.00	\$0	\$0
Graft, Trunks Arms Legs, Initial 100 sq cm	C5273	\$1,650.00	0.00	\$4	\$7
Graft, Trunks Arms Legs, ea add'l 100 sq cm	C5274	\$0.00	0.00	\$0	\$0
Graft, Face Hands Feet, Initial 25 sq cm	C5275	\$504.20	0.00	\$167	\$314
Graft Face Hands Feet, ea add'l 25 sq cm	C5276	\$0.00	0.00	\$0	\$0
Graft, Face Hands Feet, Initial 100 sq cm	C5277	\$504.20	0.00	\$3	\$5
Graft, Face Hands Feet, ea add'l 100 sq cm	C5278	\$0.00	0.00	\$0	\$0
Chemical Cauterization of Granulation Tissue	17250	\$172.71	0.13	\$3,388	\$6,775
Apply Rigid Total Contact Leg Cast	29445	\$231.98	0.09	\$3,198	\$6,396
Ankle/Brachial Indices (ABI), Doppler Exam/TCPO <sub>2</sub>	93922	\$107.68	0.01	\$127	\$253
Ankle/Brachial Indices (ABI), Doppler Exam/TCPO <sub>2</sub>	93923	\$134.23	0.01	\$157	\$315
Apply Unna Boot	29580	\$135.80	0.27	\$5,506	\$11,011
Apply Unna Boot - bilateral	2958050	\$271.60	0.04	\$1,505	\$3,010
Apply Multilayer Compression Wrap (non Unna)	29581	\$135.80	0.61	\$12,129	\$24,258
Apply Multilayer Compression Wrap (non Unna) - bilateral	2958150	\$271.60	0.12	\$4,851	\$9,702
Other Wound Care Procedures	various	\$213.06	0.29	\$9,231	\$18,462
Gross Outpatient Procedure Revenue				\$343,080	\$686,160
Medicare's Portion of Gross Revenue at 49.05% of Payor Mix				\$168,272	\$336,544
Medicare's Net Revenue after applying collection rate				\$119,449	\$192,263
Non-Medicare's Portion of Gross Revenue at 50.95% of Payor Mix				\$174,808	\$349,616
Non-Medicare's Net Revenue after applying collection rate				\$73,419	\$146,839
Net Outpatient Debridement & Other Revenue				\$192,868	\$279,102
Projected Outpatient Gross Revenue				\$390,597	\$781,194
Total Projected Outpatient Net Revenue				\$219,561	\$317,758



New Patient Scenarios					0	100
<b>WCC Staffing Expenses</b>						
Position	Annual Salary	Benefit %	Hospital's % of Total Cost	FTEs @ 50 New Patients	FTEs @ 100 New Patients	
Clinical Nurse Manager	\$81,549	30%	100%	0.50	\$53,007	\$53,007
Front Office Coordinator	\$37,210	30%	100%	0.50	\$24,187	\$24,187
Nurse(s)	\$70,500	30%	100%	0.50	\$45,825	\$45,825
Total FTE				1.50		
<b>Total WCC Staffing Expenses</b>					<b>\$123,018</b>	<b>\$123,018</b>
<b>WCC Operating Expenses</b>						
Reimbursable Wound Supplies	Avg cost per application	Avg application per patient	Average cost per patient			
Q4101 APLIGRAF	\$1,351	0.03	\$37			
Q4196 Puraply AM (Antimicrobial)	\$2,621	0.02	\$54			
Q4106 DERMAGRAFT	\$1,254	0.02	\$24			
Q4121 Theraskin	\$1,602	0.01	\$12			
Q4186 EPIFIX® Wound Matrix	\$963	0.02	\$19			
Q4110 PRIMATRIX® Wound Matrix	\$762	0.01	\$7			
Q4133 Graftex® Prima	\$984	0.02	\$16			
Q4102 OASIS® Wound Matrix	\$116	0.01	\$1			
Other	\$371	0.15	\$56			
Total Reimbursable Wound Supplies		per patient	\$226		\$11,300	\$22,600
Consumable Wound Care Supplies	\$21.50	per encounter			\$10,030	\$20,060
General Wound Center Expenses						
Misc Expense	1%	of clinic net revenue			\$1,824	\$2,648
Utilities	\$458	per month			\$5,500	\$5,500
<b>Total WCC Operating Expenses</b>					<b>\$28,154</b>	<b>\$50,807</b>
<b>Healogics Fee Expenses</b>						
Management Fee	\$5,000.00	per month			\$60,000	\$60,000
I-Heal Provider ® Fee	\$0	per month			\$0	\$0
<b>Total Healogics Fee Expenses</b>					<b>\$60,000</b>	<b>\$60,000</b>
<b>Total WCC Expenses</b>					<b>\$211,172</b>	<b>\$233,825</b>
<b>Capital Expenditure</b>						
Examination Chairs (four)					Provided and paid for by Healogics	

**Sierra Vista Hospital**

**Appendix D - Outpatient Ancillary Spinoff Assumption Detail**

New Patient Scenarios				50		100
Payor Mix Assumption				49% / 51%		49% / 51%
Type				Medicare /		Medicare /
Revenue Multiplier				Non-Medicare		Non-Medicare
				112.5%		112.5%
<b>85% of New Patients will utilize Outpatient Ancillary Services</b>						
Procedure	Average Net Revenue per Patient	% of Patients that Utilize service	Patient Count		Patient Count	
Surgery	\$1,715	40%	17	\$32,791	34	\$65,581
Drugs and Chemo	\$6,384	5%	2	\$14,363	5	\$35,908
E&M	\$776	38%	16	\$13,969	33	\$28,812
Other Medicine	\$656	49%	21	\$15,507	42	\$31,014
Radiology	\$468	49%	21	\$11,059	42	\$22,117
Pathology, lab	\$188	43%	18	\$3,810	36	\$7,619
Skin Subs	\$5,263	1%	1	\$5,920	1	\$5,920
Other	\$654	16%	7	\$5,150	14	\$10,300
Outpatient Ancillary Net Revenue				\$102,569		\$207,272
Less Variable Cost as a 50% of Medicare Net Revenue				\$45,586		\$92,121
Outpatient Ancillary Contribution				\$56,983		\$115,151

\* Projections are based on analysis of actual CMS data from all hospitals with an Healogics Wound Center for the period of January 2017 – September 2018.

\* Outpatient ancillary revenue projections are based on the actual ancillary procedures performed to these patients for a period of up to one year following their first wound center visit.

\* Patients included in the analysis were identified as having an ICD10 definite wound diagnosis code and as having their first visit



**Sierra Vista Hospital**  
**Appendix E - Additional Notes**

**Important Notes**

This pro forma is an estimate and not a guarantee of future performance. Healogs recommends that Hospital and Company jointly develop detailed budgets as described in Article 3 of Agreement. No allowance has been included for annual inflation of reimbursement rates, fees or expenses.

This pro forma does not reflect annual expense increases due to the inability to predict CMS annual rate changes. Therefore the annual inflationary rates have been purposely excluded to consistently project revenues and expenses.

Patient volumes are derived from benchmarking using available facility MedPAR data combined with demographic analysis of the hospital PSA.

Mutual success in achieving the projections contained in this pro forma are highly dependent on multiple assumptions and variables including the following:

- > physician alignment, engagement and compliance with appropriate clinical guidelines
- > timing, stability, training and engagement of center staff
- > operation of 10 clinics per 40 hour week
- > effective development and execution of a community education development program
- > actual patient need consistent with applicable coverage criteria as independently determined by the treating physician

**Partnership Responsibilities**

Hospital	Healogics®
<ul style="list-style-type: none"><li>&gt; Space, furniture and supplies</li><li>&gt; Coding, billing and collecting</li><li>&gt; Media placement expenses</li></ul>	<ul style="list-style-type: none"><li>&gt; Clinical Practice Guidelines</li><li>&gt; Educational and market development tools</li><li>&gt; Facility Implementation Team (FIT)</li><li>&gt; Center operating policies and procedures</li><li>&gt; Program Director and clinical staff</li><li>&gt; Pneumatic treatment chairs</li><li>&gt; Continuous management and improvement</li><li>&gt; Performance reporting</li><li>&gt; Reimbursement/revenue cycle support</li><li>&gt; i-heal® system</li><li>&gt; Benchmarking</li><li>&gt; Quality improvement systems/initiatives</li><li>&gt; Digital photography system</li><li>&gt; Comprehensive training, education and development programs for Physicians, Clinical and Support Staff</li><li>&gt; Comprehensive community education programs, processes, tools and resources</li></ul>
Medical director and physician coverage utilizing Healogs Specialty Physicians when appropriate	



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**Sierra Vista Hospital  
Professional Fee Reimbursement Projection**

Payor Mix Assumption							50	100
Type							100% Medicare	100% Medicare
Revenue Multiplier							100%	100%
Outpatient - Evaluation & Management (E&M)	CPT/ HCPCS	Prof. Payment (Physician) Pre- Sequestration	Prof. Payment (Physician)	Work RVU	Weighted RVU	Avg procedures per patient		
Outpatient - New Limited	99202	\$48.52	\$47.75	0.930	1.391	0.03	\$62	\$124
Outpatient - Intermediate	99203	\$82.88	\$81.55	1.600	2.375	0.08	\$312	\$624
Outpatient - New - Extensive	99204	\$135.50	\$133.33	2.600	3.883	0.03	\$299	\$398
Outpatient - New - Complex	99205	\$183.92	\$180.97	3.500	5.271	0.02	\$164	\$328
Outpatient - Continued - Brief	99211	\$9.19	\$9.04	0.180	0.263	0.24	\$108	\$216
Outpatient - Continued - Limited	99212	\$36.34	\$35.76	0.700	1.041	0.85	\$1,513	\$3,026
Outpatient - Continued - Intermediate	99213	\$66.62	\$65.56	1.300	1.909	1.06	\$3,470	\$6,940
Outpatient - Continued - Extensive	99214	\$98.23	\$96.66	1.920	2.815	0.35	\$1,690	\$3,380
Outpatient - Continued - Complex	99215	\$145.64	\$143.31	2.800	4.174	0.18	\$1,264	\$2,529
<b>Net Outpatient E&amp;M Revenue (Medicare rates)</b>						<b>2.82</b>	<b>\$8,783</b>	<b>\$17,565</b>
<b>Outpatient - Debridements &amp; Other</b>								
<b>Wound Debridement</b>								
Skin & Subcutaneous 20 sq cm / <	11042	\$59.82	\$58.86	1.010	1.714	3.53	\$10,378	\$20,756
Skin, SubQ, & Muscle 20 sq cm / <	11043	\$155.38	\$152.90	2.700	4.453	0.31	\$2,377	\$4,754
Skin, SubQ, Muscle & Bone 20 sq cm / <	11044	\$227.22	\$223.59	4.100	6.512	0.08	\$915	\$1,830
Skin & Subcutaneous, add on (each add'l 20 cm <sup>2</sup> )	11045	\$26.33	\$25.91	0.500	0.755	2.04	\$2,649	\$5,298
Skin, SubQ, & Muscle, add on (each add'l 20 cm <sup>2</sup> )	11046	\$56.27	\$55.37	1.030	1.613	0.24	\$656	\$1,311
Skin, SubQ, Muscle & Bone, add on (each add'l 20 cm <sup>2</sup> )	11047	\$99.03	\$97.44	1.800	2.838	0.04	\$203	\$405
Debridement, Open Wound 20 sq cm / <	97597	\$36.28	\$35.70	0.770	1.040	1.11	\$1,976	\$3,952
Debridement, Open Wound add on (each add'l 20 cm <sup>2</sup> )	97598	\$25.92	\$25.51	0.500	0.743	0.67	\$856	\$1,712
Neg. Pressure Wound Treatment (VAC) <= 50 sq cm	97605	\$25.01	\$24.61	0.550	0.717	0.27	\$335	\$670
Neg. Pressure Wound Treatment (VAC) > 50 sq cm	97606	\$27.06	\$26.63	0.600	0.776	0.04	\$51	\$103
<b>Apply Skin Substitute</b>								
Graft Trunks Arms Legs, Initial 25 sq cm	15271	\$84.52	\$83.17	1.500	2.422	0.12	\$483	\$966
Graft Trunks Arms Legs, ea add'l 25 sq cm	15272	\$18.11	\$17.82	0.330	0.519	0.02	\$16	\$33
Graft Face Hands Feet, Initial 25 sq cm	15275	\$94.19	\$92.68	1.830	2.699	0.09	\$413	\$826
Graft Face Hands Feet, ea add'l 25 sq cm	15276	\$26.02	\$25.60	0.500	0.746	0.00	\$6	\$12
Graft, Trunks Arms Legs, Initial 100 sq cm	15273	\$200.56	\$197.36	3.500	5.748	0.00	\$22	\$44
Graft, Trunks Arms Legs, ea add'l 100 sq cm	15274	\$45.77	\$45.04	0.800	1.312	0.00	\$6	\$13
Graft, Face Hands Feet, Initial 100 sq cm	15277	\$228.14	\$224.49	4.000	6.538	0.00	\$5	\$10
Graft, Face Hands Feet, ea add'l 100 sq cm	15278	\$57.10	\$56.19	1.000	1.636	0.00	\$1	\$1
Chemical Cauterization of Granulation Tissue	17250	\$36.65	\$36.06	0.500	1.050	0.13	\$240	\$479
Apply Rigid Total Contact Leg Cast	29445	\$100.04	\$98.44	1.780	2.867	0.09	\$460	\$920
Other Wound Care Procedures	various	\$59.58	\$58.63	0.817	1.539	0.29	\$861	\$1,722
<b>Net Outpatient Procedure Revenue (Medicare rates)</b>						<b>9.09</b>	<b>\$22,908</b>	<b>\$45,816</b>
<b>TOTAL PROFESSIONAL REVENUE (assumed to be 100% Medicare)</b>							<b>\$31,691</b>	<b>\$63,382</b>



## SIERRA VISTA HOSPITAL POLICIES AND PROCEDURES

**DEPARTMENT:** Infection Prevention      **Original Policy Date:** 11/2/2022

**SUBJECT:** Masking During COVID-19      **Review:** 2022 \_\_\_\_\_ 2023 \_\_\_\_\_ 2024 \_\_\_\_\_  
Last Revised:

**APPROVED BY:** Frank Corcoran, CEO      **Manager:** Bettina Fitzgerald, RN, BSN

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### SCOPE:

SARS-CoV-2, the virus that causes COVID-19, is spread by respiratory droplets and aerosol particles that go into the air when people breathe, talk, cough, or sneeze. Because of how the virus spreads, wearing mask continues to be an important way to prevent infection. Wearing a mask may also prevent the spread of other respiratory infections, such as the flu (influenza).

Several interventions should be used to limit transmission of SARS-CoV-2 in the health care setting. These include universal source control (e.g., covering the nose and mouth to contain respiratory secretions), COVID-19 vaccination, early identification, and isolation of patients with suspected disease, and use of appropriate personal protective equipment (PPE) when caring for patients with and without COVID-19.

### DEFINITIONS:

What is the difference between Community Transmission and COVID-19 Community Levels?

Community Transmission: Refers to measures of the presence and spread of SARS-CoV-2, the virus that causes COVID-19.

COVID-19 Community Levels: Refer to the measures of the impact of COVID-19 in terms of hospitalizations and healthcare system strain, while accounting for transmission in the community.

Source Control: Use of well-fitting cloth masks, facemasks, or respirators to cover a person's mouth and nose to prevent spread of respiratory secretions when they are breathing, talking, sneezing, or coughing.

### POLICY:

**When the COVID-19 Community Level is High:**

When Covid-19 Community Transmission levels are high, source control is required for everyone in the Sierra Vista Hospital (SVH) facility when they are in areas of the healthcare facility where they could encounter patients Emergency Room (ER), Medical Surgical unit, Rural Health Clinic, Laboratory, Radiology, Dietary, Registration, and Therapy). Source control is also required in non-patient areas if individuals are less than 6 feet apart.



## SIERRA VISTA HOSPITAL

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### **When the COVID-19 Community Level is Medium:**

When the Covid-19 Community levels are medium, masks for staff, patients and visitors are recommended

OR

For any staff, patients, or visitors they will need to wear a mask with the following:

If the Covid -19 community laboratory reactive (positive) lab tests are at 15% or above on the Covid Daily Tracker.

If 10 % of the SVH staff has tested positive for Covid-19 within the past 14 days.

Have suspected or confirmed Covid-19 infection or other respiratory infection (e.g., those with runny nose, cough, sneeze).

Had close contact in the community or while caring / serving a high- risk exposure with someone with Covid -19 infection, for 10 days after their exposure.

Reside or work on a unit or area of the facility experiencing a Covid-19 outbreak, universal use of source control could be discontinued as a mitigation measure once no new cases have been identified for 14 days.

### **When the COVID-19 Community Level is Low:**

Wearing a mask is optional and on individual preference of the staff, patient, or visitor preferences.

OR

If the patient/ visitor is ill or has potential symptoms of Covid -19.

If the patient/visitor answers yes to anyone of the questions, then the screener will educate the patient/visitor that they need to wear a surgical mask (provided by SVH at the screening station if they do not have one on their person) while in any of the SVH areas.

When the patient / visitor has a mask on in any clinical area i.e. ER, Med -Surg, Laboratory, Radiology services, or Rural Health Clinic, any staff checking them, caring for them or providing a service for them is required to wear a surgical mask while caring/ assisting the patient or visitor.

### **PROCEDURE:**

#### **Individual Considerations**

When a patient/ visitor is being screened with the Well Screen at the front of the building or the emergency room entrance prior to admittance in any SVH areas, the trained screener at the Well Screen station will ask each patient/ visitor the required questions to identify if the patient/ visitor is ill or has potential symptoms of Covid -19. If the patient / visitor answers yes to anyone of the questions, then the screener will educate the patient/ visitor that they need to wear a surgical mask (provided by SVH at the screening station) while in any of the SVH areas.

## SIERRA VISTA HOSPITAL

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When the patient/visitor has a mask on in any clinical area, (i.e. ER, Med -Surg, Laboratory, Radiology services, or Rural Health Clinic) any staff checking them, caring for them or providing a service for them is required to wear a surgical mask while caring/ assisting the patient or visitor.

### **COVID-19 community levels and individual considerations**

The Centers for Disease Control and Prevention (CDC) classifies every county in the United States into low, medium, or high-risk categories. These categories are called CDC COVID-19 community levels. The levels are based on new COVID-19 cases, new hospital admissions, and hospital capacity. The community levels measure the impact of COVID-19 on health and health care systems. CDC recommends different prevention measures for each level. To see what Sierra County, New Mexico (NM) is CDC community level is and the precautions for each level, visit: <https://www.cdc.gov/coronavirus/2019-ncov/your-health/covid-by-county.html>

CDC updates the levels on a weekly basis. Note that COVID-19 transmission occurs at all levels and a "low" level does not equal "no risk."

According to the CDC, factors a facility should consider in deciding when to mask include the CDC COVID-19 community level in their area, whether they are at high risk of severe illness, the risks of people around them, and personal preference and comfort level. The masking recommendations below include these CDC considerations and additional Sierra Vista Hospital (SVH) considerations for people who are immunocompromised or at higher risk of severe disease.

COVID-19 Community Levels help individuals and communities decide which prevention actions to take based on the latest information.

Each level helps convey how much COVID-19 is impacting the community using data on hospitalizations and cases.

Using this data, communities are classified as low, medium, or high. For each level, CDC recommends actions you can take to help you protect yourself and others from severe impacts of COVID-19.

### **Defining Community Transmission of SARS-CoV-2:**

Select Infection Prevention Control (IPC measures (e.g., use of source control, screening testing of hospitalized patients) are influenced by levels of SARS-CoV-2 transmission in the community. Community Transmission is the metric currently recommended to guide select practices in healthcare settings to allow for earlier intervention before there is strain on the healthcare system and to better protect the individuals seeking care in these settings. The Community Transmission metric is different from the COVID-19 Community Level metric used for non-healthcare settings. Community Transmission refers to measures of the presence and spread of SARS-CoV-2. COVID-19 Community Levels place an emphasis on measures of the impact of COVID-19 in terms of hospitalizations and healthcare system strain, while accounting for transmission in the community.

All patients and visitors should be screened for signs and symptoms of COVID-19 prior to entry into SVH. Patients, visitors, and health care personnel (HCP) who enter the health care facility will be screened for clinical manifestations consistent with COVID-19 (eg, fever, cough, sneezing, shortness of breath, myalgias, sore throat, lack of taste or smell). In addition, they should be questioned about

## SIERRA VISTA HOSPITAL

any exposures to a person with or who has had COVID-19 within the last 14 days to determine the risk. Anyone with even mild symptoms of COVID-19, regardless of vaccination status, should receive a viral test for Covid as soon as possible.

### Transmission-Level Prevention Steps You Can Take Based on the COVID-19 Community Level

**TABLE 1. COVID-19 Community Levels, Indicators, and Thresholds**

New COVID-19 Cases		Low	Medium	High
Per 100,000 people in the past 7 days	Indicators			
Fewer than 200	New COVID-19 admissions per 100,000 population (7-day total)	<10.0	10.0-19.9	≥20.0
	Percent of staffed inpatient beds occupied by COVID-19 patients (7-day average)	<10.0%	10.0-14.9%	≥15.0%
	New COVID-19 admissions per 100,000 population (7-day total)	NA	<10.0	≥10.0
200 or more	Percent of staffed inpatient beds occupied by COVID-19 patients (7-day average)	NA	<10.0%	≥10.0%

### When to wear a mask

This section describes CDC and SVH mask recommendations based on the CDC COVID-19 community level in Sierra County, NM area and the individual COVID-19 risks for you and others around you.

While SVH encourages all staff and visitors to follow these minimum precautions, it is important to know that you may always choose to wear a mask if it makes you feel safer, regardless of current risk factors or the CDC COVID-19 community level. Wear the most protective (highest quality) mask that is available to you, that fits well, and that you will wear consistently, especially if you are immunocompromised or at high risk of severe disease from COVID-19. Refer to the section below on "types of masks" for more information.

### Types of masks

CDC recommends wearing a high-quality, well-fitting mask to help protect against COVID-19, including variants like Omicron. Examples of high-quality masks include N95 or KN95 masks, which are very good at blocking droplets. Surgical masks (also called disposable masks) have also been shown to be effective. If you do not have a high-quality mask like an N95 or KN95, wear a mask with two or more layers of tightly woven fabric. You can also layer a disposable mask under a



## SIERRA VISTA HOSPITAL

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cloth mask to give more protection. The cloth mask should press the edges of the disposable mask snugly against your face. Wearing a high-quality mask is even more important if you are immunocompromised or at high risk of getting severely ill from COVID-19.

Look for masks with nose wires. They can make it fit better and help reduce gaps or holes. Avoid face coverings made of thinner, loosely woven, or single-layer fabric such as certain types of masks, scarves, neck gaiters, or bandannas. They are not as good at blocking droplets that come out when speaking, coughing, or sneezing. If you wear a scarf or neck gaiter for warmth, also wear a mask underneath it.

### **How to wear a mask**

Wash your hands before putting your mask on and after taking it off.

A mask should cover the nose and mouth completely and fit snugly against your face without gaps. The mask should not be overly tight or restrictive and should feel comfortable to wear.

For children 2 years and older, find a mask that is made for children to help ensure proper fit. Children under age 2 should not wear a mask.

If you wear glasses, find a mask that fits closely over your nose or one that has a nose wire to help keep it from fogging up.

Do not touch the mask while wearing it. If you must touch or adjust your mask often, that means it does not fit you properly and you may need to find a different mask or make adjustments.

If you wear a cloth mask, wash it after each time you wear it.

If reusing an N95 or KN95, store it in a paper bag. Do not wash an N95 or KN95 between uses. Refer to instructions that came with your mask for information on when it should be replaced.

Do not wear a mask that is dirty, damp, or damaged.

### **REFERENCES:**

Science Brief: Indicators for Monitoring COVID-19 Community Levels and Making Public Health Recommendations: <https://www.cdc.gov/coronavirus/2019-ncov/science/science-briefs/indicators-monitoring-community-levels.html>

CDC: Covid Data Tracker: <https://covid.cdc.gov/covid-data-tracker/#datatracker-home>

CDC: COVID-19 by County: <https://www.cdc.gov/coronavirus/2019-ncov/your-health/covid-by-county.html>

Up To Date: <https://www.uptodate.com/contents/covid-19-general-approach-to-infection-prevention-in-the-health-care-setting#H199982529>

CDC Source Control: <https://www.cdc.gov/coronavirus/2019-ncov/hcp/infection-control-recommendations.html#source-control>



## SIERRA VISTA HOSPITAL POLICIES AND PROCEDURES

**Department:** Pharmacy

**Original Policy Date:** 1994

**Subject:** Sample Drug

**Review:** 2022 MB 2023      2024     

**Approved By:**  
Pharmacy and Therapeutics:  
Medical Staff:  
Governing Board:

**Last Revised:** 11/2022

**Manager:** Melissa Bierner, Pharm.D., RPh

### **Scope:**

This policy applies and will be distributed to Sierra Vista Hospital Rural Health Clinic as the direct recipients of vendor samples.

### **Policy:**

It is the policy of the Sierra Vista Hospital and Clinics that the Rural Health Clinic may distribute drug samples in accordance with the New Mexico State Regulations. Drug samples and starter supplies are prohibited in the pharmacy and other areas of the hospital.

### **Definitions:**

**Sample Drugs:** Samples of medications which are legend drugs, or which have been restricted to the sale on prescription by the New Mexico board of pharmacy are subject to all the record keeping, storage and labeling requirements for prescription drugs as defined by NMSA 26-1-16 and other applicable state and federal laws (NMAC 16.19.10.11).

### **Procedure:**

Clinics utilizing samples, vouchers, or starter supplies shall designate a prescriber or nurse who is responsible for ensuring compliance with all policies and procedures related to these product categories. Recordkeeping and oversight responsibilities may be delegated to other clinic personnel as appropriate.

### **Acquisition:**

- Providers are responsible for signing and obtaining sample medication from pharmaceutical representatives. A signed acquisition form will be obtained from the pharmaceutical companies and a copy shall be maintained in a binder in the medication room and scanned to the clinics public folder.
  - Acquisition forms will include date of receipt, medication and strength, lot number, the amount received.
- Once the sample has been obtained, pharmacy will be notified to add it to the automated dispensing machine in the clinic's medication room. The name of the sample, strength, quantity, and expiration date will be documented. Medication must be clearly marked "sample".

## SIERRA VISTA HOSPITAL

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- The clinic is required to maintain a log system (automated dispensing machine), a report will be printed for each medication quarterly and filed in the sample binder by pharmacy.

### *Dispensing and Recording:*

- Samples will not be used in cases where a patient does not have adequate insurance coverage or does not qualify for a free sample under a manufacturer's assistance program and cannot afford the medication.
- Samples and starter supplies may be dispensed only with the consent and supervision of staff provider when acting within prescribing limitations.
- The samples will be removed from the automated dispensing machine under the patient's profile.
- As the sample drugs are dispensed to the patients, a Dispensing Record (F-513-15-003-01) is to be completed with the date, patient name, medical record number, lot number, expiration date, and the number dispensed and scanned into the patient electronic health record (EHR).
- A patient information sheet must be given to the patient with the sample medication.
- All samples must meet the following requirements for appropriate methods for storing, handling, and preparing for dispensing.
  - All samples must be labeled with the following information: Patient name, medical record number, prescriber's name, date, directions for use, purpose of treatment, drug name and strength, quantity dispensed, expiration date and clinic name, address, and phone number.
  - The practitioner must then provide a final check of the dispensing medication and sign or initial the prescription and/or dispensing record.
- Patient counseling will be provided by the pharmacist or provider dispensing the medication. The patient shall be provided written information when appropriate on side effects, interactions, and precautions concerning the sample provided. The clinic shall make Sierra Vista Hospital Pharmacy number available to the patient for consultation on drugs provided by the clinic.
- Documentation of samples dispensed must be written or dictated into the EHR. Documentation must include name, strength, quantity, and directions for use. A separate prescription form in addition to the medical record may be used.

### *Storage:*

- Providers are prohibited from storing samples in their offices.
- All starter supplies, approved samples, and vouchers will be stored in a locked automated dispensing machine in the clinic medication room.

### *Inventory*

- A monthly review of sample stock inventory will be conducted. All samples will be checked for expiration date and proper storage. Expired items will be removed by the pharmacy and disposed of properly.
- Quarterly the quantity on hand should be reconciled with the dispensing log, along with a random review for compliance with dispensing procedures should be conducted by personnel designated by the pharmacy manager.

## SIERRA VISTA HOSPITAL

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- Failure to comply with procedures for handling and dispensing samples may result in the removal from the clinic.

### *Disposal:*

- Outdated or unwanted sample medications should be properly disposed of by pharmacy personnel. Sample drugs are not to be disposed of in the toilet, sink or sharps containers.
- Disposal of expired samples shall be documented by pharmacy personnel in the sample binder.

### **Reference(s):**

PUBLIC HEALTH CLINICS. 05-15-96; 16.19.10.11 NMAC - Rn, 16 NMAC 19.10.11, 03-30-02; A, 08-12-13; A, 10-24-14; A, 12-13-15.

### **Form:**

F-513-15-003-01 Sample Drug Dispensing Record

Patient Label

# Sierra Vista Hospital

## Sample Drug Dispensing Record



Date: \_\_\_\_\_

Medication: \_\_\_\_\_  
Name/Strength/Dosage form

Directions for Use: \_\_\_\_\_

Purpose of Treatment: \_\_\_\_\_

Quantity Dispensed: \_\_\_\_\_

Lot Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Prescriber: \_\_\_\_\_

- ☐ Prescriber completed final check
- ☐ Patient information sheet given
- ☐ Prescriber or pharmacy provided counseling

I acknowledge that I have received the medication stated above and understand how to properly administer this medication provided by Sierra Vista Hospital Rural Health Clinic. I understand that if I have any further questions, I may contact Sierra Vista Hospital Rural Health Clinic or Pharmacy.

\_\_\_\_\_  
Patient's Signature

\_\_\_\_\_  
Witness/ Provider's Signature

**SIERRA VISTA HOSPITAL**  
**DEPARTMENT POLICIES AND PROCEDURES**

**Department:** Pharmacy

**Subject:** Sample Drugs

**Original Policy Date:** 1994

**Review:** 2022 MB 2023 \_\_\_\_\_ 2024 \_\_\_\_\_

**Last Revised:** 06/2022

**Approved By:** P&T Committee

Medical Staff

Governing Board

**Manager:** Melissa Bierner, Pharm.D., RPh.

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**Policy:**

It is the policy of the Sierra Vista Hospital Pharmacy that no drug samples are allowed in the Pharmacy or any other area of the Hospital.

**Procedure:**

There will be no drug samples allowed in the Pharmacy or any other area of the Hospital. [Sierra Vista Community Health Center does not apply to this policy]. Drug salesman or representatives are not allowed to distribute samples to any Hospital personnel. No samples may be used in the dispensing function.

Pharmacy personnel will dispose of any samples brought into the Hospital.



## **SIERRA VISTA HOSPITAL HUMAN RESOURCES BOARD REPORT**

**November 29<sup>th</sup>, 2022**

### **HR PRIORITY OF EFFORT:**

Our priority of effort is recruitment of key personnel and required operations-level employees.

### **CRITICAL VACANCIES & RECRUITMENT:**

We're bringing in a candidate from our Recruit Military partner for a key position (Quality Director). We're planning to start our Future Healthcare Professionals Program with HSHS as soon as possible in 2023. That program will include bringing select students to SVH for an orientation of different departments.

### **KEY VACANCIES:**

- Psychiatrist – FT
- Licensed Clinical Social Worker – FT
- Quality/Risk Manager – FT
- Certified Registered Nurse Anesthetist (CRNA) – 2 FT
- Assistant Rural Health Clinic Manager – FT
- RN Clinical Coordinator – FT
- Registered Nurse – FT (Multiple)
- Lab Medical Technician – FT
- Certified Nurse Assistant (CNA) – FT and PRN

### **FINANCIAL IMPACTS:**

- Our wages are market and regionally competitive for incoming staff
- New professionals (key positions) = increased services = \$\$ revenue
- New Plant Ops Director is bringing efficiency and savings to SVH
- Modifying our H1B recruiting process to retain employees longer
  - We pay for their Green Card process and US Sponsorship
- Experiencing some success by offering retention incentives for “Hard-to-fill” position

## SIERRA VISTA HOSPITAL – HR REPORT

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### PEOPLE:

#### **October New Hires – 6**

FY22 Total - 70

- FT – Medical Tech (Lab)
- FT – Unit Clerk/ED Tech (ED)
- FT – Registration Clerk (Business Off)
- FT – Housekeeper (2 - EVS)
- FT – House Supervisor (Nursing Admin)

#### **October Terminations – 5**

FY22 Total - 79

#### **Involuntary – 2**

FY22 Total – 26

- FT – Med Assistant
- PRN – Unit Clerk/ED Tech

No call – No show  
Lack of Scheduled Shifts

#### **Voluntary – 3**

FY22 Total- 53

- FT – RN (ED)
- FT – Med Surg
- FT – Med Assistance

Relocating (H1B)  
Relocating (H1B)  
Medical Reasons

**Annual turnover Rate FY22 - 79 terminations/198 staff Start of FY22 = 1.75%**

#### **Contract Staff – 6**

- PT – 1
- Med/Surg – 4
- HR – 1

#### **Travel Staff – 9**

- Nursing – 8
- Surgery – 1

### QUALITY:

- New hire orientations – (in-person orientation set to begin)
- Certifications - 100%
- Licensures – 100%
- Annual training – 100%



## SIERRA VISTA HOSPITAL – HR REPORT

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- Evaluations and competencies – 100%

### **WORKERS COMP:**

Nothing significant to report.

### **SERVICE:**

- Open enrollment completed – No issues to report.
- Several employees required FMLA paperwork – Medical reasons (personal).
- On-boarding and Off-boarding of employees.
- Educating staff on smoking cessation program for SVH employees
  - (Goal: to reduce potential medical costs and potential impacts to staff)
  - Reduces potential increases to insurance premiums

Respectfully,

Lawrence “LJ” Baker Jr.  
Director of Human Resources  
Sierra Vista Hospital



# SIERRA VISTA HOSPITAL

## EMPLOYMENT OPPORTUNITIES

November 17, 2022

Internal and External posting of all positions are open to both qualified employees and outside applicants. If you would like additional information about any of the positions listed here, please contact Human Resources at ext. 230. Sierra Vista Hospital offers competitive wages, a generous Paid Time Off package and health benefits with the State of NM. E.O.E. M/F/D/V

**05501 – Respiratory Therapist – 2 Full Time Positions (Night Shift) open date (11/17/2022)** Under the supervision of the Cardiopulmonary Services Department Manager, the Respiratory Therapist is responsible for providing cardiopulmonary care services in accordance with specific physician's orders, department policies and procedures.

**07001 Cook- Aide – 1 Full Time Position – (open date 11/17/2022)** Under the supervision of the Nutritional Services Manager/Supervisor, the Cook-Aide performs a variety of food services, including serving food to employees and visitors. Also, is responsible for the clean-up and stocking of the cafeteria and food preparation areas.

**74101 – Temporary Full Time Housekeeper – (open date 11/17/2022)** Cleans all areas of the hospital according to policies and procedures. Participates in organizational performance improvement (OPI) activities. Reports to the Housekeeping Supervisor.

**74101 – Maintenance Technician – 1 Full Time Position (open date 11/17/2022)** Assists in the performance of duties necessary to keep the physical structure and associated equipment of hospital in good repair. Minor electrical work, mechanical repairs and other duties relating to maintenance are the primary duties. Participates in performance improvement and OPI activities.

**80001 – Central Scheduler – 1 Full Time Position (open date 11/17/2022)** Responsible for scheduling patient appointments for all outpatient services of the facility. Records statistics as requested. Performs other secretarial/clerical duties as needed. Obtain, monitor, and track patient authorizations. Answers all clinic calls and takes messages as appropriate.

**10201 – Unit Clerk/C.N.A. - 1 Full Time Positions (open date 11/17/2021)** Provides indirect patient care in the medical surgical setting. Meets the communication needs of the patient/family, departmental staff, and medical staff. Prepares and compiles records in the Medical Surgical Unit. Initiates directions from physician and nursing staff. Participates in performance improvement activities. Maintains regulatory agency requirements, nursing and hospital policies, procedures, and standards. **C.N.A.** - Functions as a member of the health care team in providing delegated basic nursing care and unique skills to pediatric, adolescent, adult, and geriatric patients, depending on unit assigned, under the direct supervision of a Registered Nurse or LPN Team Leader.

**95302 – Assistant to the Rural Health Clinic Manager – 1 Full Time Position (open date 10/12/2022)**

Responsible for office management and supervising staff. Performs administrative and budget related duties. Assists the manager with department responsibilities. Participates in operational performance improvement (OPI) activities. Responsible for charge entry and ensures that clinic charges and billing is accurate

**95301 – Medical Assistant - 2 Full Time Positions (open date 10/7/2022)** Provides patient care in the office setting. Provides care that meets the psychosocial, physical, and general aspects of care; meets the communication needs of patient and family; provides care that reflects initiative and responsibility indicative of professional expectations, under the supervision of a Registered Nurse and/or physician. Maintains regulatory requirements, nursing and office policies, procedures, and standards. Communicates with physicians and team members about patient's clinical condition, including results of diagnostic studies and symptomatology.

**95306 – RN, Clinical Coordinator 1 Full Time Position (open date 08/26/2022)** The Clinical Coordinator is responsible and accountable for the management of all clinical activities of the SVH Rural Health Clinic. The philosophy, purpose, and objectives of SVH Rural Health Clinic are consistent with the philosophy, purpose and objectives of the hospital and the Nursing Department.

**17501 – Certified Registered Nurse Anesthetist (C.R.N.A.) 2 Full Time Positions (open date 08/23/2022)** Administers anesthesia and anesthesia-related care under the orders of a physician. Monitors and supports vital life functions. Acts as the patient's advocate while the patient is under anesthesia. Participates in performance improvement and continuous quality improvement activities (OPI).

**95303 – Licensed Clinical Social Worker – 1 Full Time Position (open date 6/3/2022)** Responsible for consultation and direction of social services in the SVH Behavioral Health Clinic. Provides comprehensive diagnosis and assessment of persons with co-occurring disorders. Provides resources and therapy to individuals, couples, and families using best-practice, research-based strategies, acts as a liaison between patients, the outpatient clinic, hospital, outside agencies and community. Conducts case work services and counseling and recommends functions necessary to ensure overall operational viability. Maintains performance improvement activities and participates in OPI activities.

**04001 – Radiologic Technologist – 2 PRN Positions (open date 05/27/2022)** Has knowledge and can perform a variety of imaging procedures and is responsible for patient safety protocols. Functions as the first line interface with customers in the successful accomplishment of their imaging needs. Participates in OPI activities.

**85201 – Quality/Risk Manager, RN – 1 Full Time Position (open date 04/21/2022)**

**Quality Management:** Responsible for planning and implementing the performance improvement program to meet the needs of the hospital. Provides education to medical staff, hospital staff and Governing Body. Facilitates performance improvement activities and CQI activities throughout the hospital. Acts as a resource person to administrative team, department managers and medical staff.

**Risk Manager:** Responsible for clinical identification, risk evaluation and coordination of corrective action implementation related to risk issues. Provides intervention and education related to risk management issues to promote safe work practices and quality care and services in an environment that is beneficial to the safety, health and well-being of all patients, visitors, and hospital staff.

**18510201) Registered Nurses (RN's) – Full time and PRN Day and night positions Med/Surg and ED.** Provides direct and indirect patient care in the ambulatory care setting. Provides care that reflects initiative, flexibility, and responsibility indicative of professional expectation with a minimum of supervision. Determines priorities of care based on physical and psychosocial needs, as well as factors influencing patient flow through the system. Communicates with physicians about changes in patient's status, symptomatology, and results of diagnostic studies. Can respond quickly and accurately to changes in condition or response to treatment.

# CNO Report November 2022

## Medical/Surgical

- 2 Travelers, to be replaced with Passport USA nurses when the nurses arrive
- PI, increase bedside scanning has become flat at 67%. Most frequent reason for a missed scan is the barcode does not scan. Pharmacy working to resolve issues.
- Patient Satisfaction communication with nurses is at 79% top box (2 point decrease), communication with doctor at 74% top box (increase of 24 points) and rate the hospital 0-10 at 68% top box.

## Emergency Department

- 7 Travelers, one replacement from Passport USA in orientation.
- PI, evaluation of 72 hour returns to the ED currently at 4% a decrease of 1%.
- Emergency Department patient satisfaction year to date show nursing staff overall top box at 73% (1% increase), Physicians overall at 62% (increase of 3%) and overall score remains 66

## EMS/Community Health

- 2 positions opened to assist with the volume in Community Health, all other positions filled!
- PI, decrease patient refusal of treatment when 911 has been called. We are tracking the refusals by all factors including patient, responder, time of day, and support system. Have worked with dispatch to call non-urgent when lift assist is needed and we send staff out in the Transport Van or Angel One.
- Brian and Ashley are to attend ALICE to become trainers in safety in an active shooter event.

## Surgery

- Dr. Walker in town beginning 11/15/22
- Some insurance credentialing is incomplete
- Athena training has occurred
- Equipment in OR checked by vendors to assure operational and any necessary service schedule for completion
- Positions posted for staff

## Cardiopulmonary

- Positions posted to extend hours available to ED and Med/Surg
- Will oversee Sleep Study area

## Trauma

- Average of 80-90 for last 4 months
- \$434,000 charges billed in October

## CEO Report 11/29/22

- \*COVID-19/ Flu update
- \*Surgical Services
- \*Sleep Study
- \*Cardiology
- \*Tunnel Project
- \*SVH / TorC Blood Drive
- \*Christmas for staff