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**Official Record**

Recording requested By  
EUREKA COUNTY

**Eureka County - NV**  
**Mike Rebaleati - Recorder**

Fee: Page 1 of 11  
RPTT. Recorded By FS  
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APN# \_\_\_\_\_

Recording Requested by:

Name: EUREKA COUNTY

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

City/State/Zip EUREKA, NV

Agreement for Provision of Primary Care Services (9 pages)  
and Addendum (1 page)  
(Title of Document)

**This page added to provide additional information required by NRS 111.312**  
**Sections 1-2.**  
**(Additional recording fee applies)**

**This cover page must be typed or printed.**

NEVADA HEALTH CENTERS, INC.  
AGREEMENT FOR PROVISION OF PRIMARY CARE SERVICES  
FOR  
EUREKA COUNTY

This Agreement, made and entered into this 7th day of July, 2008, is by and between NEVADA HEALTH CENTERS, INC., a Nevada non-profit corporation, hereinafter NVHC, and the COUNTY OF EUREKA, hereinafter COUNTY.

WITNESSETH:

WHEREAS, NVHC is a Federally funded organization by virtue of or through its receipt of a grant under Section 330 of the Public Health Service Act, and is classified as a Community Health Center providing primary care services to counties in rural Nevada; and

WHEREAS, COUNTY desires that NVHC operate medical clinics in Eureka and Crescent Valley, Nevada; and

WHEREAS, both parties recognize the medical needs of the citizens of Eureka and Crescent Valley, Nevada can best be served by NVHC operating a primary care clinic in such towns; and

WHEREAS, both parties wish to clarify their responsibilities in the establishment and operation of such clinics;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**I. COUNTY RESPONSIBILITIES**

**A. CLINIC SITE**

1. COUNTY agrees to provide NVHC space suitable for a medical practice in the two designated communities.

2. COUNTY shall maintain the physical plant, grounds, driveways, parking facilities and sidewalks in good repair, and consistent with local, county, state and federal requirements for such facilities.

3. COUNTY shall adequately provide for liability and indemnity coverage for the clinic buildings and its County-owned contents.

4. COUNTY shall provide all utilities for the clinic facilities including water, sewer, refuse service, gas and electricity.

5. Items 1 - 4 shall be provided at no cost to NVHC.

## B. FINANCIAL RESPONSIBILITY

1. For services to be provided under this Agreement by NVHC, COUNTY agrees to pay NVHC for service at Eureka Medical Clinic, \$462,243 for the twelve (12) month period, July 1, 2008 through June 30, 2009. NVHC shall bill said amount in advance, in twelve equal monthly installments. COUNTY agrees to remit payments of said amounts within thirty (30) days of receipt of said billing.

2. For services to be provided under this Agreement by NVHC, COUNTY agrees to also pay NVHC the sum \$248,660 for the twelve (12) month period, July 1, 2008 through June 30, 2009 for service in Crescent Valley. NVHC shall bill said amount in advance, in twelve equal monthly installments. COUNTY agrees to remit payments of said amounts within thirty (30) days of receipt of said billing. However, \$188,160 of this funding is not available unless and until Telemedicine is initiated at the Crescent Valley Clinic and the hours of operation change soon thereafter in accordance with paragraph II.B.2., below.

3. If either party terminates this agreement or the effective date of such termination is other than the last day of the month, payment will be pro-rated for the portion of the month from the first day through the effective day of the termination.

4. COUNTY agrees to provide suitable housing, rent free, for use by NVHC'S health care provider personnel in Eureka. (Physicians and/or mid-level). It is, however, agreed to by both parties that the tenant/landlord relationship between COUNTY and providers is outside this agreement.

5. COUNTY, for the complete financial responsibility of contracting with NVHC as described above, shall pay NVHC during this contract term a total of not to exceed \$710,903, or \$59,241.91 per month. However, \$181,160 of this funding is not available unless and until Telemedicine is provided at the Crescent Valley Clinic and the hours of operation change soon thereafter in accordance with paragraph II.B.2., below. Until that time, only \$522,743 or \$43,561.91 per month is payable.



## C. OPERATIONAL RESPONSIBILITY

1. COUNTY acknowledges that NVHC, through its Board of Directors and CEO is exclusively responsible for assuring that NVHC itself and the operating sites are properly administered. Furthermore, COUNTY acknowledges that it has no jurisdiction over administrative or clinical management in any way.

2. COUNTY acknowledges that all staff and equipment furnished by NVHC under this agreement are the employees and the property, respectively, of NVHC unless otherwise noted. COUNTY further acknowledges that services of a full time physician embodied in this agreement, for which financial consideration is included herein, are made available through a direct employee/employer relationship between that Physician and NVHC.

3. COUNTY acknowledges NVHC is funded as a Community Health Center by the United States Public Health Service under Section 330 of the Public Health Service Act. As a recipient of such funds, NVHC is required to operate all clinics it sponsors in substantial compliance with the requirements of that funding authority.

4. COUNTY agrees to fully cooperate with NVHC in a regular and periodic assessment of healthcare needs in the County and to accept its share of responsibilities regarding recruiting and retention, accessibility, quality of care and affordability described in this Agreement.

## II. NVHC RESPONSIBILITIES

### A. PROVISION OF CLINICAL SERVICES

1. NVHC will furnish directly or through clearly defined arrangements those preventive, diagnostic and therapeutic services and supplies that are commonly referred to as primary care services. These services include medical history, physical examination, assessment of health status, treatment for a variety of medical conditions and referral to additional sources of care. Services provided shall include but not be limited to:

- a. Diagnostic, treatment, consultative, referral and other services by primary care providers;
- b. Diagnostic laboratory services performed within CLIA waived regulations;
- c. Diagnostic radiology services;
- d. Pharmacy services needed to implement treatment;

- e. Preventive health services including immunizations;
- f. Emergency medical services through clearly defined arrangements for medical emergencies during and after clinic hours of operation;
- g. Case management services for those patients requiring a complex array of services and/or regular recurring care for chronic conditions; and
- h. Nursing Services and coordination with other Community and School Health Nursing.

2. Whether provided directly or through appropriate referral arrangements, primary care services must themselves be linked to a broad array of supplemental services, such as specialized physician care, inpatient hospital care, mental health services, restorative dental services, etc. Without the necessary linkages to supplemental services, a primary care program cannot properly address the needs of all patients. It is therefore agreed that the above services shall be performed either on site or on a referral basis.

## B. ACCESSIBILITY

1. It is agreed by both parties that said clinic in Eureka will be open for operation Monday through Friday from 8 a.m. to 5 p.m. and that every effort will be made to ensure availability of a provider during all normal clinic hours. After hours and on weekends, the parties agree to the following arrangements for emergency care: Contact the local sheriff's office and/or the local ambulance service, as one of the medical providers will be available to answer calls. The sheriff's office will be notified as soon as possible if both providers will be absent due to recruitment difficulties, vacation, medical education requirements, or other reasons.

2. It is agreed by both parties that said clinic in Crescent Valley will be open for operation Monday and Wednesday each week with a provider on site from 9 a.m. to 4 p.m. and that every effort will be made to ensure the availability of a provider during all normal clinic hours. Outside those hours, the parties agree to the following arrangements for emergency care: Contact the local sheriff's office and/or the local ambulance service. The sheriff's office will be notified as soon as possible if providers will be absent due to recruitment difficulties, vacation, medical education requirements, or other reasons. However, once Telemedicine is made available, the Clinic will be staffed Monday through Friday from 8 a.m. to 5 p.m.

3. It is agreed by both parties that said clinics will provide access for all persons irrespective of ability to pay, and will make every effort to accommodate walk in patients seeking care. Low income persons must be considered among the

most medically needy and afforded reasonable access to available care by means of the sliding fee scale suggested in the Section 330 Law, Regulations and Program Expectations. It is agreed by both parties that within limits of available resources, NVHC will provide services to all persons without regard to race, religion, age, gender, handicap, or ability to pay.

### C. QUALITY OF CARE

1. It is agreed by both parties that they will participate in an assessment of community and patient needs.

2. It is agreed by both parties that NVHC providers will assist in the development and use of appropriate clinical protocols for the supervision of non-physician providers as specified in Nevada Revised Statutes, Nevada Administrative Code and NVHC policies.

3. It is agreed by both parties that NVHC providers will develop and utilize individualized continuing professional education plans which assure that all onsite providers will receive at least minimum CME required to maintain their professional Licenses.

4. It is agreed by both parties that NVHC will establish and implement a formal clinic quality assurance plan to regularly and routinely review the quality of care provided through activities such as regular audits of patient records to assure provider compliance with health maintenance and other patient care protocols and accepted standards of care.

### D. AFFORDABILITY

1. It is agreed that NVHC will establish a reasonable fee schedule taking into consideration the cost of operating the clinic and prevailing rates for similar services rendered in comparable areas. COUNTY may request that it receive timely notice of any proposed fee schedule changes.

2. It is agreed by both parties that provisions for persons unable to pay be made in accordance with the sliding fee scale program outlined in the Section 330 Program Expectations.



## E. PROVISION OF MANAGEMENT SERVICES

1. As noted in Section I. C. above, NVHC will be fully responsible for management and operation of the Eureka Medical Clinic and the Crescent Valley Medical Clinic. NVHC will undertake to provide the following management services and staff to conduct and support clinic operations:

- a. Recruitment, employment and supervision of all clinic personnel;
- b. Establishment of terms and conditions of employment for all staff;
- c. Centralized administration of employee benefits and personnel matters;
- d. Billing and collection for all services provided by the clinic;
- e. Centralized purchasing of medical and office supplies and equipment;
- f. Obtaining and maintaining all required certifications, licenses, permits and registrations;
- g. Accounts payable system;
- h. Payroll System;
- i. Computerized patient accounting system with online capability at major operating sites;
- j. Centralized compliance monitoring for laws, regulations and standards affecting operation of clinic facilities and personnel;
- k. Interaction with all third party payers, funding sources and regulatory agencies;
- l. Provision of professional liability insurance for medical providers through F.T.C.A.;
- m. Arrangement of locum tenens coverage for providers when necessary;
- n. Initiation of annual budgeting process as described in Section II. F.;
- and
- o. Reporting to COUNTY on a regular and periodic basis as described in Section II. F.

## F. REPORTING REQUIREMENTS

1. NVHC will provide, as requested, regular, periodic reports on the operation of the Eureka Medical Clinic and the Crescent Valley Clinic. Such reports will be provided upon request by COUNTY, and may include:

2. Annual operating and capital budgets will be prepared and submitted to COUNTY by NVHC to facilitate COUNTY'S annual budget process. If changes



are necessary, COUNTY will discuss them with NVHC so a consensus may be reached. The final approved budgets will be communicated in a timely fashion to NVHC in writing.

3. Regular operating statements for its clinic site(s) will be provided showing actual and budgeted revenues and expenditures.

4. A summary of the results of Quality Assurance activities will be regularly provided.

5. NVHC will consult with COUNTY in determining the level and amount of service to be provided. The personnel types and numbers required to provide the desired service, as well as the expected costs will be included in the annual operating budget.

6. Recruiting medical professionals to frontier areas of Nevada is a difficult and frequently lengthy process. NVHC attempts to recruit competent professionals who will mesh well with the community and who will be welcomed by the community, which they will serve. For these reasons, filling vacancies in staffing patterns may require more time than the NVHC or COUNTY would wish. NVHC will make its best efforts to provide alternate staffing when vacancies occur. Since costs of recruitment are not predictable, no provision is made in the budget. However, both parties recognize these costs are routine to doing business and may be offset by savings in payroll expense due to vacancies.

### **III. TERM OF AGREEMENT**

#### **A. REVISION OR AMENDMENT OF AGREEMENT**

NVHC or COUNTY may request revisions or amendments to the provisions of this agreement by notifying the other in writing sixty (60) days in advance of the effective date of the desired change. Changes with substantial budgetary effects cannot be initiated until their effect on services and programs has been determined and resolved to the satisfaction of both parties. For purposes of this section, substantial budgetary effects are defined as those which would change the clinic's annual operating budget or COUNTY'S annual financial obligation by ten percent (10%) or \$5,000, whichever is less.

#### **B. TERMINATION FOR CAUSE**

1. NVHC or COUNTY may terminate this Agreement in the case of a



material breach, such as nonpayment of amounts due, failure to maintain required licenses, or refusal to provide necessary and available medical services.

2. The breaching party must be notified of the alleged breach in writing via registered mail. The breaching party must then be given 45 days from notification of the breach to effect a cure. If the breaching party is unable to cure the breach, the Agreement may be terminated unilaterally after an additional fifteen (15) days.

#### C. TERMINATION WITHOUT CAUSE

1. NVHC or COUNTY may terminate this Agreement without cause during its term by furnishing the other written notice of its intent to terminate Six (6) months in advance.

2. Each party is required to provide written notice to the other 120 days in advance of the expiration of this Agreement if the intent is not to renew the Agreement.

#### D. TERMINATION OF THE FEDERAL GRANT

1. NVHC relies on grant funding from the United States Public Health Service to defray operating expenses and allow it to provide services delineated in this Agreement. Should loss or substantial reduction of this grant funding occur, NVHC may be required to terminate or modify this Agreement, or decline to renew it.

2. Should NVHC receive notification of a substantial reduction or loss of grant funding, it will immediately notify COUNTY in writing.

3. NVHC will determine the effect of reduced funding on its ability to fulfill terms of this Agreement, and its proposed actions, up to and including termination of this Agreement will be communicated to COUNTY.

4. NVHC may terminate, modify or decline to renew this Agreement without penalty if such action results from loss or substantial reduction in grant funding.

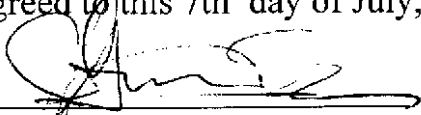
## E. TERM OF AGREEMENT


This Agreement shall be effective commencing July 7, 2008, and shall continue for a period of twelve (12) months, terminating June 30, 2009.

## F. ATTORNEY'S FEES

If this Agreement is the subject of litigation between NVHC and COUNTY, the prevailing party has the right to recover reasonable attorney's fees from the other.

Agreed to this 7th day of July, 2008

  
Chair  
Jim Ythurralde  
Eureka County Commission

  
Thomas Chase, CEO  
Nevada Health Centers, Inc.

Attest:   
Clerk

BOARD OF  
EUREKA COUNTY COMMISSIONERS  
P.O. BOX 677  
EUREKA, NEVADA 89316

Telephone (775) 237-5641

Fax (775) 237-6015

July 25, 2008

Mr. Tom Chase, CEO  
Nevada Health Centers  
1802 N. Carson Street #100  
Carson City, NV 89701


RE: Eureka County contract

Dear Mr. Chase:

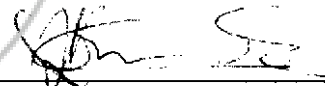
At the July 21, 2008, meeting the Board signed the contract with two conditions regarding the money available for Telemedicine. By your signature below, you agree to these additional contract terms:

1. The Board must be provided the opportunity to pre-approve all expenses for Telemedicine, before the expense is incurred.
2. The Board must be informed that an employee is in place or has been identified to act as the Telemedicine operator/coordinator before any of the expenses are incurred for Telemedicine equipment or improvements.

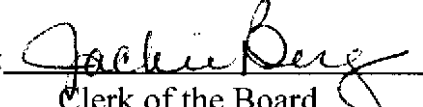
I hereby agree to the additional terms of the contract with Eureka County:

  
\_\_\_\_\_  
Tom Chase, CEO  
Nevada Health Centers

DATE: 8/4/2008

  
\_\_\_\_\_  
J.P. Ithurrealde, Chairman  
Board of Eureka County Commissioners

DATE: 8/8/08

ATTEST:   
\_\_\_\_\_  
Clerk of the Board

\* Please sign and return an original to the address above within ten (10) working days, and we will then forward the signed contract documents to you.

cc: Jackie Berg, Clerk of the Board