

A G E N D A
Lander County Hospital District – Board of Trustees
Special Session
April 23, 2026 - 4:30 P.M.
Battle Mountain General Hospital
Board Room
535 S. Humboldt Street
Battle Mountain, NV

4:30 PM Call to Order – Special Session

Pledge of Allegiance

Public Comment

Persons are invited to submit comments in writing and/or attend and make comments on any non-agenda items at the Board Meeting. All public comment may be limited to three (3) minutes per person, at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place, and manner, but public comment based upon viewpoint may not be restricted.

Motion to Consent – (Lemaire) - (Discussion for possible action)

- 1) April 23, 2026, Special Meeting Agenda Notice – Posted April 20, 2026

Public Comment

- 2) Discussion and possible action to approve a Separation Agreement and General Release with Cathryn Beggs, MSN, APRN, FNP-C, and to delegate authority to the Chief Executive Officer and Board Chairman to finalize, make minor, non-material, or administrative revisions, and execute the agreement without further Board approval (Lemaire) - (Discussion for possible action)

The Board will take action regarding the Separation Agreement and General Release with Cathryn Beggs, MSN, APRN, FNP-C, and all other matters properly related thereto.

Public Comment

Adjournment - Special Session

This is the tentative schedule for the meeting. The Board reserves the right to take items out of order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

AFFIDAVIT OF POSTING

State of Nevada)
) ss
County of Lander)

Jessica Ceja, Recording Secretary of the Lander County Hospital District Board of Trustees, states that on the 20th day of April 2026, A.D., she was responsible for posting a notice, of which the attached is a copy, at the following locations: 1) Battle Mountain General Hospital, 2) Lander County Courthouse, 3) Battle Mountain Post Office, and 4) Austin Courthouse, all in said Lander County where the proceedings are pending.

RECORDING SECRETARY

Subscribed and sworn to before me on this 20th day of April 2026

WITNESS

NOTICE TO PERSONS WITH DISABILITIES: Members of the public who wish to attend this meeting by teleconference or who may require assistance or accommodations at the meeting are required to notify the Hospital Board Recording Secretary in writing at Battle Mountain General Hospital, 535 South Humboldt Street, Battle Mountain, NV 89820, or telephone (775) 635-2550, Ext. 1111, at least two days in advance of pending meeting.

NOTICE: Any member of the public that would like to request any supporting material from the meeting, please contact Jessica Ceja, Recording Secretary of the Lander County Hospital District Board of Trustees, 535 South Humboldt Street, Battle Mountain, NV 89820 (775) 635-2550, Ext. 1111.

BMGH IT Admin is inviting you to a scheduled Zoom meeting.

Topic: Special Session 04 23 2026

Time: Apr 23, 2026, 04:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82167422093?pwd=a1aQgY6xBEF2Mb6NLtbqUluxIyiADc.1>

Meeting ID: 821 6742 2093

Passcode: 206336

One tap mobile

+12532158782,,82167422093#,,, *206336# US (Tacoma)

+13462487799,,82167422093#,,, *206336# US (Houston)

Join instructions

<https://us02web.zoom.us/join/82167422093/invitations?signature=bk9OQEM4HFgC8iMEVJPnTs-eEJQ-S6ADjNrTnYRdF6o>

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is entered into by and between Lander County Hospital District, dba Battle Mountain General Hospital, a Nevada public hospital district ("Hospital"), and Cathryn Beggs, MSN, APRN, FNP-C ("Provider") (collectively, the "Parties").

1. Separation of Employment

Provider's employment with the Hospital shall end effective immediately (the "Separation Date"), and the Employment Agreement for a Medical Staff Provider dated September 17, 2025, is hereby terminated. Provider shall not perform any further services for the Hospital and shall not be entitled to any employment benefits following the Separation Date, except as provided in Section 4.

2. Payment in Lieu of Notice

In accordance with the Employment Agreement, the Hospital shall provide Provider with payment equal to ninety (90) days of base salary in lieu of the contractual notice period, less applicable withholdings and deductions, payable in accordance with the Hospital's standard payroll practices or as otherwise agreed. Provider acknowledges that, except for any amounts expressly required under the Employment Agreement, the payments and benefits provided under this Agreement constitute consideration in addition to any amounts otherwise owed under applicable law or contract.

3. Relocation Assistance

The Hospital shall provide Provider with a one-time lump sum payment of \$7,875, which represents full and final satisfaction of any and all relocation-related benefits. Provider acknowledges and agrees that no additional relocation assistance is owed, and no repayment of previously provided relocation assistance will be required.

4. Benefits Continuation

Provider's health benefits shall continue for a period of ninety (90) days following the Separation Date, with premiums paid by the Hospital, in accordance with the terms and conditions of the applicable benefit plans and subject to standard eligibility requirements.

5. No Other Compensation

Provider acknowledges that, other than the payments and benefits described in this Agreement, no other compensation, wages, bonuses, or benefits are owed or will become owed.

6. Release of Claims

In consideration of the payments and benefits provided under this Agreement, each Party hereby releases and forever discharges the other Party, and their respective employees, providers, board members, officers, directors, agents, representatives, successors, and assigns, from any and all claims, demands, causes of action, damages, liabilities, and obligations of any kind, whether known or unknown, asserted or unasserted, arising out of or relating to the Employment Agreement for a Medical Staff Provider dated September 17, 2025, Provider's employment with Hospital, and the parties' relationship with one another.

Notwithstanding the foregoing, Provider does not release Hospital from any rights of indemnity or coverage under applicable insurance policies for claims arising out of Provider's employment, except for claims resulting from the intentional or unlawful acts of Provider.

This release includes, but is not limited to, any and all claims arising under or relating to:

- A. Any Hospital policy, practice, contract, bylaw, or agreement;
- B. Any tort, personal injury, or other common law claim;
- C. Any laws or agreements governing wages, benefits, or other compensation, including claims for pro rata or future compensation;
- D. Any federal, state, or local laws governing employment discrimination or retaliation, including but not limited to Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act, and the Americans with Disabilities Act, as amended;
- E. Any claim arising under Nevada law or common law;
- F. Any ordinance, regulation, or local authority;
- G. Any claims for punitive, exemplary, or statutory damages; and
- H. Any claims for attorneys' fees, costs, or expenses.

The Parties acknowledge and agree that this release is intended to be a full and complete release of all claims, including those that are unknown or unsuspected at the time of execution. Each Party expressly waives any rights under applicable law that limit the ability to release unknown or unsuspected claims.

Nothing in this Agreement limits Provider's right to file a charge or complaint with, or participate in an investigation or proceeding conducted by, any federal, state, or local governmental agency, including but not limited to the Equal Employment Opportunity Commission. However, Provider waives the right to recover individual relief based on any such claim, except as otherwise permitted by law.

This Agreement does not affect the enforcement authority of any governmental agency or Provider's right to receive an award for information provided to a governmental agency.

Provider represents that Provider has not filed any claims, complaints, or actions against Hospital and has not assigned any such claims to any third party. Provider further represents that Provider does not intend to bring any such claims.

The Parties agree that this release does not apply to any claims arising from a breach of this Agreement.

Provider acknowledges that Provider has been advised to consult with an attorney prior to signing this Agreement, that Provider has been given twenty-one (21) days to consider this Agreement, and that Provider may revoke this Agreement within seven (7) days after signing by providing written notice to Hospital. This Agreement shall not become effective until the expiration of the revocation period.

7. Non-Disparagement

The Parties agree not to make any false or misleading statements regarding the other Party, including the Hospital's employees, providers, or operations. Nothing in this provision shall prohibit either Party from making truthful statements as required by law or participating in any governmental or regulatory process.

8. Non-Solicitation / Non-Encouragement

Provider agrees not to directly or indirectly encourage, solicit, or induce any individual, including patients, employees, or third parties, to bring claims, complaints, or actions against the Hospital or its employees or providers, except as required by law.

9. Confidentiality

Provider agrees to maintain the confidentiality of all non-public, proprietary, and patient-related information in accordance with applicable law and Hospital policy.

10. Return of Property

Provider represents that all Hospital property has been returned or will be returned promptly following the Separation Date.

11. Regulatory and Legal Compliance

Nothing in this Agreement shall be construed to limit Provider's ability to comply with any legal, professional, or regulatory obligations, including participation in any governmental or licensing board process.

12. Neutral Reference and Credentialing Information

The Hospital agrees to provide a neutral employment reference confirming Provider's dates of employment and position held. The Hospital may also respond to credentialing, privileging, and affiliation verification requests in accordance with applicable law and standard practices, which may include the disclosure of factual information regarding Provider's clinical privileges, dates of service, and any reportable matters as required by law.

13. No Admission of Liability

No action taken by Hospital, either previously or in connection with this Agreement, shall be deemed or construed to be: (a) an admission of the truth or falsity of any potential claims; or (b) an acknowledgment or admission by Hospital of any fault or liability whatsoever to Provider or to any third party.

14. Entire Agreement

This Agreement constitutes the entire agreement between Provider and Hospital concerning Provider's employment with and separation from Hospital and all the events leading thereto and associated therewith, and supersedes and replaces any and all prior agreements and understandings, both written and oral.

15. Governing Law and Severability

The laws of the State of Nevada govern this Agreement. The state court in Lander County and the federal court in Nevada shall be the exclusive courts for any dispute under this Agreement. If any provision is found unenforceable, the remainder shall remain in full force and effect.

16. Open Meeting Law

Provider knowingly and voluntarily waives any notice rights under NRS 241.033 and NRS 241.0333, as applicable, including any right to advance written notice of discussion of this Agreement, to allow this Agreement to be placed on a Battle Mountain General Hospital agenda and considered in a public meeting.

17. Signatures

This Agreement may be executed in counterparts and via electronic signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Battle Mountain General Hospital

By: _____
Name: Hope Bauer
Title: CEO
Date: _____

Approved by

By: _____
Name: Lyle LeMaire
Title: Chairman of the Board
Date: _____

Provider

By: _____
Name: Cathryn Beggs, MSN, APRN, FNP-C
Date: _____