

A G E N D A
Lander County Hospital District – Board of Trustees
Regular Session
November 1, 2023 - 5:30 P.M.
John Peters Health Services Center
Board Room
555 West Humboldt Street
Battle Mountain, NV

5:30 PM Call to Order – Regular 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** – (Matheus) - (Discussion for Possible Action)

- 1) November 1, 2023 Agenda Notice - Posted October 26, 2023
- 2) Infection Control Report – September 2023
- 3) Policy and Procedure meeting minutes – September & October 2023
- 4) Board meeting minutes Regular Session October 4, 2023

Public Comment

❖ **Unfinished Business**

- 5) Critical Access Hospital Construction - (Matheus) – (Discussion for Possible Action)

Board will review and discuss updates on the hospital construction project, reroofing project and all other matters properly related thereto.

Public Comment

❖ **New Business**

- 6) Self-Funded Insurance Plan – (Matheus) – (Discussion for Possible Action)

Human Resources Director, Kathy Freeman, will update the Board regarding the self-funded plan with the associated premiums and associated employee contributions and all other matters properly related thereto.

Public Comment

7) Clifton Larson Allen, LLP Financial Audit – (Matheus) – (Discussion for possible action)

Board presentation provided by Clifton Larson Allen, LLP for Fiscal Year 2022-2023 Financial Audit and all other matters properly related thereto.

Public comment

8) John Peters Health Services Center (JPHSC) Lease Agreement – (Matheus) – (Discussion for possible action)

Board will review and discuss the lease agreement for the Emergency Medical Services (EMS) to lease space in the John Peters Health Services Center Building and all other matters properly related thereto.

Public Comment

9) Strategic Planning Session - Matheus – (Discussion for possible action)

Board Chairman Matheus will review and discuss topics to address during the Strategic Planning Session scheduled for December 8, 2023, and all other matters properly related thereto.

Public comment

❖ **Financials**

10) September 2023 Financial Reports - (Matheus) – (Discussion for Possible Action)

Board will review and discuss financial reports for September 2023 and all other matters properly related thereto.

Public comment

❖ **Chief Executive Officer Summary**

11) Summary Report – (Matheus) – (Discussion for Possible Action)

Chief Executive Officer Jason Bleak, will present a summary of hospital activities to the Board of Trustees, and all other matters properly related thereto.

Public Comment

❖ **ADJOURN OPEN MEETING**

❖ **CLOSED SESSION**

❖ **A CLOSED SESSION WILL BE HELD IN ACCORDANCE WITH THE PROVISIONS OF NRS 241.033 to consider the employment contract for Katylynn Hymas, APRN, PMHNP-BC, as presented.**

Discussion regarding employment contract for Katylynn Hymas, APRN, PMHNP-BC.

❖ **ADJOURN CLOSED SESSION**

❖ **CALL TO ORDER OPEN MEETING**

Discussion and Action approving the employment contract for Katylynn Hymas, APRN, PMHNP-BC, as presented.

Public comment

❖ **Adjournment Regular 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 26th day of October 2023, 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 26th day of October 2023 _____

WITNESS Jason Bleak _____

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.

INFECTION CONTROL REPORT MEDICAL STAFF MEETING
SEPTEMBER 2023

1. Clinic had 20 procedures with 1 wound infection.
2. 0 Needle sticks in SEPTEMBER, a total of 1 for the year.
3. Immunization shots:
 - ❖ 5 of the BMGH employees received the flu shot;
 - ❖ 2 New Hire BMGH employees received the flu shot
 - ❖ 16 LTC Residents received the RSV vaccine on 09/19/23; 6 declinations and 1 ineligible due to age of less than 60.
4. Flu Test:
 - ❖ 0 Positive A
 - ❖ 0 Positive B
 - ❖ 0 RSV Positive
 - ❖ 17 Influenza-like symptoms
 - ❖ 0 H1N1
5. Yearly TB testing:
 - ❖ Quantiferon/TST: 2 new hires (both negative)
 - ❖ Conversions: 0
6. House Cultures site:
 - ❖ Working closely with Nursing and Environmental Services and Maintenance on insect control. Infection control rounds have been conducted in Radiology and Physical Therapy departments. Corrective actions have been applied.
7. Hand Hygiene monitor is ongoing in Hospital and Clinic. 11 opportunities observed in LTC and zero missed – 100% compliance.
8. Complete hand washing in-service for the LTC residents and staff, as well as additional training for the CNAs at meal times.
9. Total Long Term Care Residents: 22 at the end of September; 0 Infection/s
10. September 0 Acute 0 Infectious
11. September 0 Swing 0 Infectious
12. All immunization are recorded in Web IZ that are administered at BMGH. Required by State of Nevada.
13. Cultures need to be reported ASAP.
14. Infection Control – COVID-19 Reports:
 - Tested: 103 Negative: 92 Positives: 11 Invalid: 0
 - Pending: _____ Long-Term Care: 0 Employees: 1

15. The policy in effect for masking - if there is a positive employee or resident, whole facility needs to mask up.
16. Policy in effect for testing - targeted/contact tracing for exposure and will test on days 1,3 and 5; if results come back negative, facility can mask down
17. Start to offer the 2023-2024 Pfizer or Moderna covid vaccine. This is a monovalent, single dose vaccine which covers strains from Omicron lineage. Can be co-administered with flu shot. Vaccination schedule to be announced soon. As of September 25, 2023, if you did not get the 2023-2024 Covid vaccine, you are considered not up to date.



Policy and Procedure Committee Meeting

October 18, 2023

9:00 am

BMGH Training Room

PRESENT:

Jason Bleak	CEO
Holly Heese	Emergency Operations Program Coordinator
Amanda Allegre	Quality Assurance /Risk Manager
Brynn Heese	Materials Management Manager
Tyson Zacharias	HIPAA/ HITECH/IT
Jodi Price	Business Office Manager
Michael Lamoureux	Pharmacist

ABSENT:

Hope Bauer	CNO
Cris Cunanan	RHC Coordinator
Lee Cunanan	Infection Control

PRESENTING:

Nancy Anderson	EVS
Hope Bauer	CNO
Amanda Allegre	Quality Assurance /Risk Manager
Jodi Price	Business Office Manager
Holly Heese	Emergency Operations Program Coordinator

The BMGH Policy and Procedure Committee Meeting, called to order at 09:04 am by Policy and procedure coordinator. Unable to have a meeting in September. September and October meetings combined.

• **Policy and Procedures:**

- ◆ Working with Long-Term Care to get the Forms and admittance papers uploaded and updated to add into point click care.
- ◆ Working with EVS formatted all policies to the new format and put them on a USB drive for the incoming new manager. Went over all policies in preparation for our annual long-term Care survey. Training will be given to the new manager on how to use the MCN Policy manager system when she has a time convenient to her position.
- ◆ Worked with new Food & Nutrition Manager on understanding of the policy procedures. Went over all policies in preparation for our annual long-term Care survey. Training will be given to the new manager on how to use the MCN Policy manager system when she has a time convenient to her position



- **EVS-** Unable to attend meeting Policy and procedure coordinator presented no changes at this time.
- **Long-Term Care Nursing:** Unable to attend meeting Policy and procedure coordinator presented Approvals done.
- **Medical Record:** Approvals done.
 - ◆ Establishing a policy on updating information address, phone/cell, SS# where if incorrect information is given by patient after being asked for correct information. The account would be sent directly to collections.
 - ◆ Community care policy in regards to people from foreign countries.
- **Activities:** Approvals done. No changes
- **Med-Staff Bylaw's:** Approvals of **Code of Conduct, Rules and Regulations and By-Laws** were passed in Septembers Med-Staff Meeting. Minimal change.
- **Advanced Directives:** Unable to attend meeting Policy and procedure coordinator presented Approvals done.
- **Laboratory:** Unable to attend meeting Policy and procedure coordinator presented Dr. Erling gave verbal consent of annual policy review. Will sign when he is next at BMGH on November 14th. Approvals done. Minimal changes to chemistry Policies.
 - ◆ **LIPASE (LIP) change to procedure in new testing methods**
 - ◆ **C-REACTIVE PROTEIN Extended (RCRP) change to procedure in new testing methods**

Presenting in November:

- ❖ **Maintenance**
- ❖ **Emergency Operations Program**
- ❖ **OSHA Employee Safety Plan**
- ❖ **Policy and Procedure**

With no further business, the meeting was adjourned at 9:19 am.

Holly Heese, Compliance Officer
Policy and Procedure Coordinator /Recording Secretary

Note:

BMGH Policy and Procedure meeting meets CMS Conditions of Participation 42 CFR §485.635, (CAH Tag) & HIPAA Hi-Tech Regulations HIPAA 164.316 (a), [NIST SP 800-53 RA-1], [NIST SP 800-53 RA-3]

**LANDER COUNTY HOSPITAL DISTRICT BOARD OF TRUSTEES
REGULAR SESSION
JOHN PETERS HEALTH SERVICES CENTER
BOARD ROOM
555 W HUMBOLDT STREET
BATTLE MOUNTAIN, NV
October 4, 2023**

BOARD PRESENT:

James Matheus, Chairman
Marla Sam, Vice Chair via Zoom
Lyle Farr, Board Secretary via Zoom
Paula Tomera, Trustee
Mike Chopp, Commissioner Trustee

STAFF PRESENT:

Jason Bleak, Chief Executive Officer
Wayne Allen, Chief Financial Officer
Jessica Ceja, Recording Secretary

GUESTS:

Mike Sheppard

CALL TO ORDER

Chairman Matheus called the October 4, 2023, Regular Session to order at 5:30 p.m.

PUBLIC COMMENT

No public comment.

MOTION TO CONSENT

By motion duly made (Tomera), seconded (Sam), and the Board unanimously passed the Agenda Notice for the October 4, 2023, Regular Session was approved.

Addendum 1

By motion duly made (Tomera), seconded (Sam), and the Board unanimously passed the Board meeting minutes from Regular session September 13, 2023, was approved.

Addendum 2

UNFINISHED BUSINESS

Critical Access Hospital Construction

Mike Sheppard, Project Manager, shared milestones of the construction project. On the reroof project, the areas where there were leaks were not fused properly and have been addressed. The Contractors are working on the roof of the front entrance, fire proofing the new entrance and the duct work in the walls will begin. The masonry project will begin in two weeks and the Stanley doors will be installed soon. The curbs and paving have begun in the parking lot and the finishes will be addressed throughout the month. CTA Architects scheduled a site visit for the week of October 9, 2023 or the week of October 16, 2023.

NEW BUSINESS

Sale of Old Hospital Generator

CEO Bleak shared he has not had a single rural hospital show interest in the old generator. CEO Bleak is going to ask one final time if there is interest. If there is not a positive response, CEO Bleak will move forward with a public auction setting the lowest bid starting at \$15,000.00.

CEO Bleak contacted Grover C. Dils in Caliente, Nevada regarding the generator and was told their generator is about the same age as BMGH's old generator. Per Grover C. Dils, their generator is working fine and they do not want to deal with the conversion process. Pershing General Hospital stated their generator is a bit newer than BMGH. Mount Grant is planning new construction and will not need a generator.

FINANCIALS

Chief Financial Officer Allen addressed the Balance Sheet as of August 2023, which displayed Battle Mountain General Hospital's current and long term assets and liabilities. He continued to explain in detail, BMGH's Income Statement which included the detail against budget.

CFO Allen began with the Total Accounts Receivable, Net of Allowance balance as of August 31, 2023, which displayed a total of \$1,339,159.95 compared to June 30, 2023, which displayed a total of \$1,330,367.17. CFO Allen shared BMGH had good performance for the last two months and the facility started off the new fiscal year in a great way. For the month ending June 30, 2023, Construction in progress totaled \$7,287,550.58 and for the month ending August 31, 2023, the Construction in progress totaled \$7,714,917.91. He stated there was a difference in amounts because the Architects maybe running behind on their billing and that BMGH pays invoices promptly. Chief Financial Officer Allen continued to discuss the Deferred Revenue and that the year-end totaled \$166,461.42. This amount was for covid funding which the facility used appropriately and BMGH was in compliance. Per Allen this amount was released out of liability and will flow into revenues.

The Income Statement Non-Operating revenue totaled \$536,063 which included the deferred revenue of \$166,461.42, the remaining amount of \$369,601.58 is the routine journal entry amount made for ad valorem, tax revenue. The amount shown for Total Patient Revenue is actually gross patient revenue and about \$250,000 higher than previous year. Per Allen the Total Patient Revenue has increased year over year. The Supplies expenses displayed a total of \$123,077 and the budget was \$83,633 due to pharmaceuticals and medical supplies contributed to the overage as well as the overage, year to date.

Other Department Expenses displayed an amount of \$24,801 and the budget displayed \$7,478 due to the financial audit expenses. Total net income as of August 31, 2023, totaled \$414,051. With EMS going under the County for operations, this will improve BMGH's bottom line by \$75,000 - \$100,000 per Chief Financial Officer Allen. For detailed Emergency Medical Services Departmental Income Statement against Budget, please review page 24 in the August 2023 Financials.

The Schedule of Patient Revenue vs. Patient Payments for fiscal year ended June 30, 2023 and fiscal year ending June 30, 2024. This breakdown displayed the gross patient monthly revenue, three month rolling average, patient payments and the patient payment percentage versus monthly revenue average. All favorable, nothing negative per Allen.

By motion duly made (Tomera), seconded (Chopp), and the Board unanimously passed the financial reports for August 2023 as discussed was approved.

Addendum 3

Chief Executive Officer Summary

Chief Executive Officer Bleak presented a summary of hospital activities to the Board of Trustees.

Health Fair Report:

It was another successful County Health Fair that was put on by the hospital district. With the help and support of approximately 30 providers and vendors, BMGH shared important health and wellness information to those that attended. This year, BMGH's laboratory department performed the tests in house rather than sending the requests out to Quest Diagnostics. All lab reports have been completed and sent back to the patients. After the health fair was done here in Battle Mountain, BMGH sent a crew down to Austin on September 26, 2023, to give the Community an opportunity to have the labs run as well. In total, BMGH performed lab tests on 205 patients during the Health Fair.

Old Generator:

To this point, CEO Bleak has not had a single rural hospital show interest in the old generator. CEO Bleak is going to ask one final time if there is interest. If there isn't a positive response, CEO Bleak will move forward with a public auction setting the lowest bid at \$15,000.00.

EMS Transition:

After a couple meetings with Mike Harris to hear updates on progress, Mr. Harris and CEO Bleak are moving closer to a transition date of November 1, 2023. Mr. Harris and CEO Bleak have been very cooperative in efforts and hope to have the transition completed on November 1, 2023. The rental agreement is expected to be on the County Commission Agenda for October 12, 2023.

CEO Education:

During the week of September 25, 2023, CEO Bleak was able to attend the National Rural Health Association (NRHA) RHC and CAH Conference. In this conference, CEO Bleak learned about the specific business that is ran here at BMGH. CEO Bleak learned new strategies that will help BMGH to improve the services and also improve the facility's finances. CEO Bleak learned about the federal healthcare advancements and changes. In his experience, CEO Bleak has found the NRHA education to be the most beneficial to him as a rural CEO.

Athena Thrive Conference:

During the week of October 9, 2023, CEO Bleak will be making a quick trip to Austin, Texas to participate in the Athena Healthcare Annual Conference. CEO Bleak hopes to learn of the future of Athena and to urge them to make needed changes to the hospital side of the EHR.

Billing Audit by ADHC, LLC:

About two months ago, CEO Bleak was contacted by a representative of ADHC about the billing audit service that they perform. They audit all of the payments that BMGH received over the past 18 months to ensure that BMGH was paid appropriately compared to BMGH's contracts. When they find amounts that are incorrect, ADHC will pursue the payer for the contractually correct payment. ADHC will use proprietary software and strategies to find the under payments and to pursue them. The only amount that ADHC will charge is 30% of what ADHC collects. ADHC, LLC is confident that they will find and recover money that BMGH would not have received otherwise.

Financial Audit:

Clifton, Larson, Allen, LLP will be onsite November 1, 2023, to provide the Board with a presentation of Fiscal Year 2022-2023 Financial Audit.

Strategic Planning Session:

The Strategic Planning Session is scheduled for December 8, 2023. CEO Bleak shared he will ask Joan Hall and Blayne Osbourne, NRHP and Gerald Ackerman, UNR, School of Medicine. Trustee Sam would like John Packham to attend. Per CEO Bleak, John Packham is not available on December 8, but planned to provide information that would be beneficial to Battle Mountain General Hospital. Chairman Matheus and Chief Executive Officer Bleak would like to involve the Department Managers during the Strategic Planning Session. The Board would like to hear from the Department Managers regarding BMGH's vision, where BMGH is now and what direction BMGH should be headed. The Board would like the Department Managers to provide their perspective and what BMGH can do going forward.

Addendum 4

PUBLIC COMMENT

No public comment.

ADJOURNMENT

With no further business, Chairman Matheus adjourned the Regular Session at 6:21 p.m.

Respectfully Submitted,



Jessica Ceja, Recording Secretary

BOARD SIGNATURES:

James Matheus, Chairman

Marla Sam, Vice Chair

Lyle Farr, Board Secretary

Paula Tomera, Trustee

Mike Chopp, Commissioner Trustee



535 South Humboldt Street Battle Mountain, Nevada 89820
Phone: 775-635-2550

Commercial Lease of Office and Barracks Space

This Commercial lease (the lease) is dated _____, 2023, and is between BATTLE MOUNTAIN GENERAL HOSPITAL (the landlord) and LANDER COUNTY (the tenant).

The landlord and the tenant (collectively, the parties) agree as follows.

1. **Property.** The Landlord shall rent office and work space at 555 S Humboldt, Battle Mountain, Nevada 89820 (the property) to the Tenant, which consists of approximately 4464 square feet. The Tenant shall not use property in any way other than as office and barracks space for the EMS operations and responders.

2. **Use.** The Tenant shall not use property in any way other than as office space and barracks for Lander County EMS operations. In no event shall the property be used for residential purposes. Tenant shall not commit, or suffer to be committed, any waste upon the demised premises, or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other Tenant in the Building of which the demised premises may be a part. Tenant shall not permit noise levels to be audible to any other part of the Building during business hours or if other parts of the Building are occupied. Tenant shall not permit noise levels to be audible outside of the Building at any time

3. **Animals.** No animals shall be allowed in or on the property except as provided by law.

4. **Smoking.** Smoking is prohibited on the property.

5. **Term.** The Lease shall begin on _____, 2023, and shall end _____, 2027 (4-year term), and shall continue from month to month thereafter.

- Either party may terminate this lease agreement without cause by sending a 90-day written notice to the other party. All rental payments and charges shall be paid in full by the Tenant prior to the termination date.

6. **Rent Amount.** The rent for the Property is \$ 4,000.00 per month (the Rent) plus any other amount payable by the Tenant to the Landlord under this Lease. These amounts will be deemed additional rent and the Landlord may recover these additional amounts as rental arrears.

7. **Rent Payment.** The Tenant shall pay the rent by check on or before the first of each and every month of the Term to the Landlord at 535 S Humboldt Street, Battle Mountain General Hospital.

8. **Late Rent.** If the Tenant fails to pay the Rent on time, the Tenant will pay an additional amount of \$25.00 upon each occurrence.

9. **Renewal.** The Tenant may renew this Lease for an additional term with terms that are acceptable by both parties, by giving written notice to the Landlord no later than 90 days before the end of the Term.

10. **Inspections.** Upon twenty-four hour notice from Landlord to Tenant, Tenant shall permit

Landlord and its agents to enter the demised premises between the noticed hours of 8:00 a.m. and 6:00 p.m. for any of the following purposes: to inspect the same; to maintain the building in which the said premises are located including setting the thermostat; to make such repairs to the premises as Landlord is obligated or may elect to make; to make repairs, alterations or additions to any other portion of the building in which the premises are located; to install, use and maintain pipes, ducts, conduits, wires and appurtenant meters and equipment; to relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment included in the premises whether located within or without the premises; and to show the premises to prospective tenants. Landlord shall have access to the demised premises immediately in the event of an emergency, including, but not limited to suspected damage to water and sewer lines, electrical components, and other building components, which, without immediate repair, could cause additional damage to occupants or the building. Landlord shall not maintain cameras or recording devices within the demised premises without written permission of the Tennant

11. Tenant Improvements. Tenant shall not make, or suffer to be made, any alterations to the premises, or any part thereof, without the prior written consent of Landlord.

12. Utilities Paid by Landlord. The Landlord shall pay the following utilities for the Property: electricity, water/sewer, natural gas, garbage collection.

13. Utilities paid by the Tenant. The Tenant will pay for the following utilities: internet, cable, and telephone.

14. Indemnification and Insurance. Landlord shall not be liable to Tenant, its agents, employees, customers, invitees or third parties for loss of or damage to property, including goods, wares and merchandise, or for injury or death to persons, in, on, or about the premises, except of such loss or damage as may be caused by the grossly negligent or willful act of Landlord, its agents, or employees. Tenant agrees to indemnify and save and hold Landlord harmless from and on account thereof howsoever arising or by whomever caused. Tenant shall be responsible to insure its equipment, trade fixtures and personal property in or about the premises. In no event shall Landlord be responsible for damage or theft to Tenant's equipment, trade fixtures or personal property.

15. Termination for Untenantable Damage. If any of the Property is damaged by the Tenant's negligent or willful act or that of the Tenant's visitors and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease agreement by giving notice.

16. Default.

16.1 Should the Tenant at any time be in default hereunder with respect to any rental payments or other charges to the Tenant hereunder, and should such default continue for a period of five (5) days after written notice from Landlord to Tenant; or should the Tenant be in default in the prompt and full performance of any other of its promises, covenants or agreements herein contained and should such default or breach of performance continue for more than a reasonable time after written notice thereof from the Landlord to the Tenant specifying the particulars of such default or breach of performance; or should the Tenant vacate or abandon the premises; or should Tenant or any agent of Tenant falsify any report required to be furnished to Landlord pursuant to the terms of this lease; or should Tenant or any guarantor of this lease become bankrupt or insolvent; or file any debtor proceeds or take or have taken against Tenant or any guarantor of this lease in any court pursuant to any statute either of the United States or any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion for Tenant's or any such guarantor's property; or if Tenant or any such guarantor makes an assignment for the benefit of creditors; or petitions for or enters into an arrangement or if Tenant shall suffer this lease to be taken under any writ of execution; then the Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this lease, and in addition to any and all other rights and remedies of the Landlord hereunder and by the law provided, it shall be, at the option of the Landlord, without further notice or demand of any kind to Tenant or any other person:

(a) The right of the Landlord to terminate the lease and to re-enter the premises and take possession thereof and remove all persons therefrom, and the Tenant shall have no further claim thereon or thereunder; or,

(b) The right of the Landlord without declaring this lease ended to re-enter the premises and occupy or lease the whole or any part thereof for and on account of the Tenant and upon such terms and conditions and for such rent as the Landlord may deem proper and to collect said rents and any other rent that may thereafter become payable and apply the same toward the amount due or thereafter to become due from the Tenant and on account of such expense of such subletting and any other damages sustained by the Landlord; and should such rental be less than that herein agreed to be paid by the Tenant, the Tenant agrees to pay such deficiency to the Landlord in advance on the day of each month hereinbefore specified for payment of monthly rental and to pay to the Landlord forthwith upon any such reletting the costs and expenses the Landlord may incur by reasons thereof; or,

(c) The right of the Landlord, even though it may have relet said premises, to thereafter elect to terminate this lease and all of the rights of the Tenant in or to the premises.

16.2 Should the Landlord have relet the premises under the provisions of subparagraph (b), above, it may execute any such lease either in its own name or in the name of the Tenant as it shall see fit, but the Tenant therein named shall be under no obligation whatsoever to see to the application by Landlord of any rent collected by Landlord from such Tenant, nor shall the Tenant hereunder have any right or authority whatever to collect any rent from such Tenant. The Landlord shall not be deemed to have terminated this lease, or the liability of the Tenant to pay rent thereafter to accrue, or its liability for damages under any of the provisions hereof, or by any such re-entry or by any action in unlawful detained, or otherwise, to obtain possession of the premises, unless the Landlord shall have notified the Tenant in writing that it has so elected to terminate this lease, and the Tenant further covenants that the service by the Landlord of any notice pursuant to the unlawful detainer statutes of the State of Nevada and the surrender of possession pursuant to such notice shall not (unless the Landlord elects to the contrary at the time of or at any time subsequent to the service of such notices and such election be evidenced by a written notice to the Tenant) be deemed to be a termination of this lease. Nothing herein contained shall be construed as obligating the Landlord to relet the whole or any part of the premises. In the event of any entry or taking possession of the premises as aforesaid, the Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at a public warehouse at the expense and risk of the owner or owners thereof.

16.3 In the event of Tenant's default and Landlord's retaking of possession of the premises, whether this lease is terminated by Landlord or not, Tenant agrees to pay to Landlord as an additional item of damages the cost of repairs, attorney fees and Landlord's other expenses incurred in retaking the premises and in reletting the premises to a new Tenant.

16.4 The remedies given to the Landlord in this paragraph shall be in addition and supplemental to all other rights and remedies which the Landlord may have under the laws then in force.

17. Maintenance and Repairs. Tenant has inspected the premises, and the premises are now in a tenantable and good condition. All damage or injury done to the premises by Tenant or any person who may be in or on the premises with the consent of Tenant shall be repaired and paid for by Tenant. Tenant shall keep the premises in good repair and order and shall, on the last day of said term, or sooner termination of this lease, surrender unto Landlord said premises with said appurtenances in as good of condition as when received, and to remove all of Tenant's signs and trade fixtures from said premises repairing any damage caused thereby. Cleaning of the premises shall be the responsibility of Tenant. The Tenant shall promptly notify the Landlord of any damage to, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord. Landlord will repair facility items of

normal wear and use.

18. **Mold.** If the Tenant discovers any mold or significant moisture accumulation on the Property, the Tenant will immediately notify the Landlord in writing.

19. **Trash.** The Tenant shall dispose of all trash in an appropriate manner.

20. **Illegal Activities.** The Tenant shall not engage in, or permit any illegal activity on or near the Property.

21. **Standards.** The Parties shall comply with all standards as required by law.

22. **Rules.** The Tenant shall comply with all laws, regulations, and license requirements it is required to comply with under any and all applicable regulatory body, and Tenant shall obey all reasonable rules and regulations of the Landlord regarding the property. In the event Tenant alleges any rule or regulation of the Landlord is unreasonable, Tenant shall provide written notice with an explanation of why Tenant believes the rule or regulation is unreasonable to Landlord within 14 days of Landlord providing notice of the rule or regulation to Tenant, and Tenant and Landlord shall thereafter work in good faith to resolve the dispute. In the event Tenant does not provide such a written notice to Landlord, the rules and regulations of the Landlord will be deemed reasonable.

23. **Absence.** If the Tenant is going to be away from the Property for more than 14 consecutive days, the Tenant shall arrange for regular inspections of the Property by a competent person. The Tenant shall provide in advance to the Landlord the contact information of the person doing inspection.

24. **Hazardous Materials.** The Tenant shall not have on the Property any dangerous, flammable, or explosive objects that the Landlord's insurance company considers hazardous or unacceptably increases the danger of fire on the Property.

25. **Notice to Tenant.** The Landlord may contact the Tenant at the Property regarding this Tenancy. After the Lease has been terminated, the Landlord may contact the Tenant at any other address that the Tenant provides.

The Landlord may contact or serve the Tenant at:

Lander County Manager
50 State Route 305, Battle Mountain, NV 89820
775-635-2885

26. **Notice to Landlord.** The Tenant may contact or serve the Landlord at:

Battle Mountain General Hospital
535 S Humboldt Street, Battle Mountain, NV 89820
1-775-635-2550 ex 1109

27. **Legal fees.** If any proceeding is commenced regarding any dispute under this Lease, the prevailing party shall be entitled to an award of reasonable attorney fees and costs from the other party.

28. **Governing Law.** The laws of the State of Nevada govern all matters arising out of this Lease and the courts of the State of Nevada have exclusive jurisdiction over those matters.

29. **Severability.** The Parties acknowledge that if a dispute between the Parties arises out of this lease, the Parties want the court to interpret this lease as follows:

a. With respect to the provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision and

b. If unenforceable provision is modified or disregarded in accordance with this section by holding that the rest of the lease will remain in effect as written.

30. **Assignment.** The Tenant shall not assign this Lease. The Tenant shall not sublet any part of the Property or grant any concession or license to use any part of the Property.

32. **Amendment.** Any amendment or part of this Lease must be made in writing and signed by each Party, or their authorized representatives.

33.. **Currency.** All monetary amounts referred to in this lease are in United States Dollars.

34.. **Waiver.** Any waiver by the Landlord of the Tenant's failure to perform any provision of this Lease is not a waiver of the Landlord's right to subsequently insist on performance or pursue any remedy for that failure.

35. **Joint and Several.** Whereas there is a nonprofit corporation, Lander County, as Tenant, it is noted that multiple persons of this corporation will utilize this office space, consequently Lander County as a Corporation is jointly and severally liable for their corporation's acts, omissions and liabilities related to use or damage to this Property.

36. **Locks.** Tenant may change locks to the Premises at its expense after consent of the Landlord. Upon changing any locks in the demised premises, Tenant shall immediately provide a copy of the keys to Landlord.

37. **Insufficient Funds.** The Tenant shall pay a \$25.00 fee to the Landlord for each check returned by the Tenant's financial institution.

IN WITNESS WHEREOF, the parties hereto have executed this lease in duplicate this day and year first above written.

Lander County

Signature / Date _____

By:

Title:

Battle Mountain General Hospital

Signature / Date _____

By:

Title:

BMGH Board Chair _____