



**MINUTES OF THE NORTHERN NYE COUNTY HOSPITAL DISTRICT BOARD OF TRUSTEES  
PUBLIC WORKSHOP**

**167 Central St., Tonopah, NV 89049  
March 20, 2019  
6:00 PM**

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Chairwoman Link called the workshop to order at 6:00 p.m.

Present: Chairwoman Rhonda S. Link  
Vice Chair Karmin Greber  
Secretary / Treasurer Justin Zimmerman  
Trustee Don Kaminski

**Item #1, Pledge of Allegiance.**

Led by Trustee Kaminski.

**Item #2, Approval of the Agenda for March 20, 2019. (Non-action Item)**

Secretary / Treasurer Zimmerman said that every item stands. Chairwoman Link accepted the agenda as it reads.

**Item #3, GENERAL PUBLIC COMMENT (Three-minute time limit per person.) Action will not be taken on the matters considered during this period until specifically included on an agenda as an action item (first).**

None.

**GENERAL BUSINESS**

**Item #4, No Action – Review of all professional service agreements in effect with the Northern Nye County Hospital District, including findings and recommendation by the committee for the annual review of Professional Service Agreements with Renown Medical Group and Regional Emergency Medical Services Authority respectively.**

Chairwoman Link said she was anxious to hear what Justin and Karmin had found.

Vice Chair Greber said that she would defer to Justin.

Secretary / Treasurer Zimmerman said that he would start with REMSA. He said that they had met with REMSA two or three times over the course of the review. He said that they are asking for an increase to the

contractual cap. They are asking for \$60,000.00 for administrative oversight on the project, and \$22,000.00 to allow for annual step increases for the Community Paramedics.

Secretary / Treasurer Zimmerman went on to say that he and Vice Chair Greber suggested the removal of the implementation plans from both contracts as they are basically null and void, also removing the requirement to CC the County Manager on correspondences regarding the contracts, he said that they will likely continue the practice but removing the requirement to do it would protect from a violation in the event that it was missed.

Trustee Kaminski asked if he understood correctly that REMSA wanted more money annually than the current cap of \$440,000.00. Secretary / Treasurer Zimmerman said that was correct. Trustee Kaminski asked if they had used the full \$440,000.00 their first year. Secretary / Treasurer Zimmerman said that they came in under cap by \$110,000.00 the first year but they didn't operate for a full year as they didn't start providing services until mid-April, it's likely they will hit the cap this year.

Secretary / Treasurer Zimmerman said that he did not recommend the \$60,000.00 increase. He said that he viewed that as an allocation of Kevin's time spent on the project that REMSA is compensating him for, and since that is time spent on the District's project they are trying to allocate that expense to the District. He said that he can't be sure of this, this is just how he sees it and it is something they should have considered originally. He said that if the money didn't equal additional services, it wasn't a justifiable expense in his eyes. He said that he did support the \$22,000.00 for step increases for the community paramedics citing the zero turnover and importance of continuity of care.

Vice Chair Greber said that the changes she and Justin have identified have been minor. She said that she wants to retain the paramedics and continue to work with REMSA and they state that they are very eager to continue working with the District and any provider that comes to town. Karmin echoed Justin's statements about the increases, supporting the \$22,000.00 for paramedic step increases but not the \$60,000.00 for administrative oversight. She stated that the increase in cost to the Board was not going to equal new equipment or additional staff. She also said that all of REMSA's startup costs were incurred in their first year so they should see a decrease in costs in year two. Karmin also said that REMSA seems to be interested in evolving past what they currently are as an entity that is joined at the hip with Renown.

Trustee Kaminski asked if REMSA was required to work under an entity like Renown.

Chairwoman Link said that she didn't think so as they had their own medical director.

Vice Chair Greber said that all of the pieces in REMSA's implementation plan that were connected to Renown never materialized, such as the emergent care triage location.

Chairwoman Link said that the three Community Paramedics that come up here are great to work with. She said however, that they have all said to her that they are getting tired of the commute and there are only two more waiting in the wings to replace them if they decide they're done. She also detailed the four-prong attack REMSA had presented when they first came to the community. Those four areas were triage at the clinic, to teach new moms and families how to install car seats, community paramedic work, and to respond with the ambulance on 911 calls. She said that at the current time there are not enough volunteers to man the ambulance without their involvement. She said their numbers have increased, but they are not self sufficient yet.

Trustee Kaminski asked if the two backup Community Paramedics were also from out of town. Chairwoman Link said yes. Trustee Kaminski then said that they represented an immediate fix but not a long term fix then as they would also likely burn out on the commute at some point.

Chairwoman Link said that originally REMSA's plan was to come in here for three to five years and help EMS get back on its feet. She said that very few people want to volunteer for the EMS so REMSA hasn't had

much time to spend on other aspects of care in the community.

Vice Chair Greber said that she had become aware recently that REMSA was moving to the forefront on the national level for their work in community paramedicine. She said that some regulations were being rewritten so that they could potentially bill for their community paramedicine services, in the Washoe County area at least. This would make them more competitive and produce their own revenue, under our contract, that would help offset some of their costs and thereby reduce the District's liability.

Chairwoman Link explained that without REMSA, EMS is only able to bill at the Basic Life Support level. With REMSA they are able to bill at the Advanced Life Support level, which is higher.

Trustee Kaminski asked if REMSA was billing for anything.

Secretary / Treasurer Zimmerman said no, they have yet to generate a dime. He said he'd talked to assistant County Manager Lorina Dellinger about this. REMSA has told the Board that when a Community Paramedic is on the ambulance, EMS is able to bill at the ALS rate simply by his mere presence. The County however says that that is not true, they can only bill at the ALS level if an ALS level service is provided. Lorina told him that yes EMS is occasionally billing at the ALS level but it is probably a minute amount and if the Board wanted to go after that money we would face the issue that that money is derived from a service that is outside of the scope of work we contracted with them to perform.

Vice Chair Greber said that it is explicitly stated in the agreement that REMSA is not the billing authority. She also said that REMSA entered into a services agreement with the County in November, that REMSA, not Nye County, provided to the District. In that agreement it is also stated that REMSA is not the billing authority. The County will bill and receive the funds for all EMS services and the County is not returning any of that revenue to the District, though the District is paying for the services.

Trustee Kaminski said that he could see the County billing the BLS rate, but if they bill the ALS rate then the difference should come back to the District. Everyone agreed.

Chairwoman Link said any revenue from the REMSA contract would effectively lower the subsidy the District pays them.

Secretary / Treasurer Zimmerman said that another amendment he and Karmin would like to see on both contracts is the ability for the District to itemize and prioritize and/or retire services. He said he'd like the ability to obligate the contractor to supply the information necessary for the Board to do their own cost benefit analysis on specific services to see if they are something that is being used and that the Board should keep paying for. For example he said that on the chopping block in his opinion is the Nurse Health Line.

Vice Chair Greber said that it isn't really being utilized.

Secretary / Treasurer Zimmerman said exactly, and he doesn't know what that specific service is costing the District, but that money might be better spent elsewhere. This clause would allow the Board this kind of discretionary power.

Vice Chair Greber said that in that example, it would be a unilateral power of the District to discontinue the service. There would be no need to negotiate with REMSA about it.

Chairwoman Link said she wants more transparency and detail on the reconciliation statements, to see exactly where the money is going.

Vice Chair Greber said that Secretary / Treasurer Zimmerman was doing an excellent job figuring out just that. She said that he has found various points that need clarification and some that need rectification. She went on to say this exercise was beneficial because of all of the items they've found that need to be shorn up.

She thought that the proposed changes were straight forward and simple, and also well justified. She said that she wasn't in support of the \$60,000.00 increase and agreed with Justin's position on why it wasn't justifiable.

Trustee Kaminski agreed as well. He said it fit perfectly with what the Board was going to be asking for now. Break the service block down and show us what each piece costs, we'll pick what we want and leave the rest.

Secretary / Treasurer Zimmerman said that they have to be careful considering a cap increase with REMSA because they aren't generating any revenue. He said that in his opinion the Board wants REMSA to feel pressure to find ways to generate the revenue they require, or foot the bill. If there is no pressure for them to be competitive, they will be complacent.

Trustee Kaminski agreed saying that they've had a year to get their feet wet, they should be able to generate some revenue to offset their costs.

Chairwoman Link said that originally when this arrangement with REMSA was proposed, she was against it because Flying ICU was here and sustaining themselves. She said she was against it and fought it for two and a half years.

Trustee Kaminski said that the arrangement with REMSA is what drove Flying ICU away. He said as he understood it, Renown and REMSA came as a package deal.

Vice Chair Greber said that was correct. She then touched on the Community Paramedic's discontent and asked Chairwoman Link if she knew of a way to further enfranchise them to stay.

Chairwoman Link suggested that they all brainstorm.

Vice Chair Greber said that we don't know what REMSA is paying the Community Paramedics. She said we never asked because we know what we are paying to REMSA and the County is providing free housing to the Community Paramedics when they are in town. She said that hopefully the relocation of their housing to the base station on the hospital campus would be better suited with the indoor parking and being a medical campus to respond to emergencies from rather than a residential area. Maybe that would solve some of this discontent, but she didn't have status on that relocation effort.

Chairwoman Link said that as far as she knew no bids had been put out to remodel that space and make it suitable for living quarters. She also acknowledged the importance of enclosed parking when responding to an emergency.

Secretary / Treasurer Zimmerman said that in talking with Assistant County Manager Dellinger, that project is contingent upon a remodel project for the Tonopah Justice Court. A joint bid for both projects would be put out. But he didn't think that had happened yet.

Trustee Kaminski said he understood that, because they have issues getting qualified contractors to do work for the Town Board, so he understood the joint pitch.

Vice Chair Greber said that REMSA was disgruntled in February when these conversations first began. The first issue they brought up was a dissatisfaction with the housing.

Trustee Kaminski asked Secretary / Treasurer Zimmerman if he felt that the County sometimes just let problems exist and won't step in to help, just to see if some other party will throw some money at it to make it go away. Justin responded that in this case he didn't. He had hope that they were willing to resolve the problem since they owned the property in question and also based on the contract the County has with REMSA the County has committed to a specific dollar amount to create suitable living quarters in the ambulance barn.

Chairwoman Link asked why the District couldn't get the guys from the conservation camp to come up and do the remodel. She said that the Town uses them a lot. Trustee Kaminski agreed.

Secretary / Treasurer Zimmerman said that he didn't think that was off the table as one option the County had suggested was to have the Buildings and Grounds department handle it. If it was that caliber of work, he thought the conservation camp should also be able to handle it.

Trustee Kaminski asked if anyone had seen the new Town Office. He said the conservation camp guys had done all of that dry wall work.

Chairwoman Link said it all depends on the skillset of those that are incarcerated at the time.

Vice Chair Greber asked if it was an annual retainer that is paid to be able to use those crews.

Trustee Kaminski said it's a monthly payment and they can use them whenever they like.

Vice Chair Greber said she'd heard it was \$700.00 a month.

Trustee Kaminski said that was correct. He also said that there was no reason why the Hospital Board couldn't go to the Town Board and ask to use the crews they've already paid for.

Chairwoman Link said that the two Boards could work together. She said they might as well get their money out of them.

Trustee Kaminski agreed stating that the Town Board is paying for them whether they use them or not. He said it would also help the County because if they have monies set aside for the project, they would likely save money because all they'd need to pay for is materials, the labor would be covered.

Chairwoman Link said the work would also be done more expediently that with a contractor.

Vice Chair Greber summarized the REMSA contract amendments. She said there weren't any material changes other than removing the implementation plan, removing the requirement to CC the County Manager on correspondence and the addition of a clause that would allow the District to implement or retire certain services unilaterally.

Trustee Kaminski asked if she was recommending the \$22,000.00 increase. He asked if it would be prudent for the Board to find out what the Community Paramedics are currently being paid and compare that to the national or state average.

Vice Chair Greber said that she got the impression that Renown and REMSA are both paying what they are paying in Reno. She didn't think they were offering a differential. She said that if that was the case, finding out a state or national average probably wouldn't be helpful. She said we could offer a bonus if pay was the issue.

Trustee Kaminski said a bonus would be an easy one-time deal.

Secretary / Treasurer Zimmerman said that the Community Paramedics did receive a holiday bonus and additional monies for working New Year's Day. He didn't know the amounts.

Vice Chair Greber asked if the District had paid for the training and certification of the two replacement Community Paramedics that had yet to serve our community.

Secretary / Treasurer Zimmerman said those costs had not been identified on a reconciliation statement, so

he didn't think so.

Vice Chair Greber asked if anyone felt there was need to build into the contract a requirement to not drop below three Community Paramedics dedicated to our area. She said they are supposed to cover twenty-four hours a day three hundred sixty-five days a year, and they are with three. But if something happens and they aren't able to backfill, we have no protection.

Vice Chair Greber asked Secretary / Treasurer Zimmerman if language should be added now that a weakness has been identified, and before the problem materializes.

Chairwoman Link said it was best to be proactive.

Secretary / Treasurer Zimmerman said he thought it was a good idea because the current contract only states that the contractor will provide Community Paramedicine services as defined by NRS and does not specify to what extent, so it would become a big issue if they suddenly cut back service hours or if the District is suddenly paying overtime. He asked how the Board wanted to word that requirement. He suggested a simple addition to the existing language "Contractor will provide Community Paramedicine services as defined in NRS 'with no fewer than three rotating employees'".

Chairwoman Link said that three was the minimum.

Secretary / Treasurer Zimmerman said that it didn't need to be specified to that degree though.

Vice Chair Greber said that it could just specify what will happen if there is an interruption in service. She said she agreed that we don't need to tell them how many people to maintain on the roster.

Secretary / Treasurer Zimmerman suggested language that would protect the District from having to pay overtime but also obligate REMSA to providing twenty-four / seven / three hundred sixty-five coverage.

Vice Chair Greber agreed and also stated that the level of expertise also needs to be stated. Full time coverage by employees at the Community Paramedic level. She asked if the Board thought REMSA would recommend doing the job with four bodies instead of three.

Chairwoman Link said that would take some of the pressure off.

Trustee Kaminski said that we'd still have the same number of hours covered, just further divide the workload between more people.

Vice Chair Greber said yes, so the Board wouldn't be incurring greater cost that way either.

Secretary / Treasurer Zimmerman said that he would work on the language and see what he could come up with. He said that to add to Vice Chair Greber's summary, the only other change they had discussed was the ability for either party to unilaterally terminate the contract at any time. He said that there were already clauses in both contracts for termination with or without cause, but they are limited. He suggested simply requiring a one hundred-twenty-day notice and allowing either party to unilaterally terminate the agreement.

Vice Chair Greber said that the rational behind this change was the fact that both contracts restrict how they may be terminated. She said that if events transpired that termination seemed in the best interest of the District or the contractor, it would be appropriate to allow the contractor or the District to terminate. Of course, this would still require Board action to initiate the termination.

Chairwoman Link said that she'd have to consider this because she sees a risk of the contractor being able to leave us without services. Trustee Kaminski agreed.

Vice Chair Greber said that being that the District is fully subsidizing the contracts, she sees that as some leverage.

Secretary / Treasurer Zimmerman said that in the event that a new provider came in and was more adaptive and competitive it was important that the District not be stuck in the position of trying to keep a lame horse alive. He said that things were looking up. The Board is not in the same position as it was in 2017, there are new providers coming into town and others looking into it. The Board must be in the best position to receive them and put our tax dollars to the best use.

Chairwoman Link and Trustee Kaminski agreed with this position.

Vice Chair Greber said that there was a group hoping to bring providers to Beatty making a presentation to Beatty Town, as an example.

Secretary / Treasurer Zimmerman said that the contractor would have to agree to that clause, it's still a negotiation.

Secretary / Treasurer Zimmerman then moved to the Renown contract stating that there were all of the same material changes there as with the REMSA contract with the only difference being that the REMSA contract will contain the new language about staffing and overtime that was just discussed and Renown's contract will have the non-allowable expenses section expanded.

Vice Chair Greber said that the District's lawyer had already reviewed these proposed changes and signed off.

Secretary / Treasurer Zimmerman said that the goal was to have contracts ready to sign at tomorrow's meeting. He said that they met with Renown only once. He said Renown was not responding to emails and he and Karmin finally just had to pick a date and tell them to call in or don't. Jessica Thompson, Kelsey Larson, Kim Pearson and Gary Beck all called in.

Vice Chair Greber said that they were ready to move forward without input from the Renown team because they were so difficult to get a response from, but they didn't have to as they were able to call in.

Secretary / Treasurer Zimmerman said that Renown didn't ask for a cap increase, and rather seemed to approach the situation as though the District were asking for a decrease. Justin said that he had to tell Renown that this is going to be an annual occurrence per the existing contract.

Chairwoman Link announced that several of Renown's management team had been let go, and they were facing extreme financial hardship. Renown is blaming the financial difficulty on their rural outreach programs.

Secretary / Treasurer Zimmerman said that at worst the District is a neutral item on their balance sheet. The District is paying for every expense, every write off and two small margins on top of that. They are not losing money at the Tonopah clinic.

Chairwoman Link said that she had gotten the impression that their involvement in Tonopah was an experiment and they may be amenable to leaving if someone with greater resources and business experience stepped in to help us. This is not the first major shakeup we've seen at Renown, and we need to be proactive.

Secretary / Treasurer Zimmerman said that the net proceeds arrangement with both contracts seemed like a good deal at first. It seemed to say that the contractors and the Board would work together phasing services in and out to see what worked and what didn't, what was utilized and what wasn't, what was profitable and what wasn't. He said now seeing how things have transpired however, that arrangement has only seemed to have allowed the contractors to become complacent. With the District covering all the bills and allowing a

profit margin, there was no need for them to be dynamic and competitive.

Vice Chair Greber said that they had gotten a great response from REMSA but only a lukewarm response from Renown seeming to say that they didn't have the time or the desire to talk with the Board. That being the impression, again, maybe they were looking for a way out.

Secretary / Treasurer Zimmerman said that he had gone into this meeting with Renown with a plan to deal with the housing issue that had come up with the PA. He said he had developed a plan whereby he would approach the Board and ask them to pay for the PA's apartment for six months, this would allow the County that time to complete renovations on the ambulance barn so that the Community Paramedics could move up there and the PA could move back to the County provided housing. He said this arrangement would put Renown in the position to apply pressure on the County to make sure that the renovations were completed or Renown would start incurring costs for the apartment rent. He said however, that during that meeting Renown's representatives had told him that they would pay for that apartment for the PA and the District would not be charged for those costs in any way, so there was no need to roll out his plan.

Justin also said that Renown has been charging the District for their bad debt that is normally written off. He said that he had tried to work with Kelsey Larson on this issue a while ago and it became clear that neither of them knew enough about how else to recover those fees to be of any help. He said he had reached out to County Health and Human Services to see what monies are available for this issue, and never really got a response. But at the end of the day they are named as a nonallowable expense in the contract and there is no excuse for them to be charging the District. He said that Renown agreed and would refund the District that money plus six percent.

He went on to say that there was some different language in the new Renown contract than the REMSA contract, regarding contractual allowances. He said that Renown has been charging them to the District rather than writing them off. He said that based on how the net proceeds agreement works, which is net revenue less net expenses, his argument was that a contractual allowance is not an expense and should not be deducted from the revenue. He said that Tom agrees with him, and so contractual allowances will be named as a nonallowable expense in the new contract, though the existing language already forbids it, this will make it clearer.

Vice Chair Greber said that it wasn't clear if the Board could recoup those fees already charged. She said she didn't know if they had asked Tom.

Secretary / Treasurer Zimmerman said that they had asked what Tom thought, because it was easy to ask for the bad debt to be returned as it was already named, Justin said that Tom's response was favorable to the Board in his opinion as contractual allowances are not expenses and revenue is defined in the contract as monies received from payors. He said that the nature of what that money is means that they should never have been part of the equation.

Vice Chair Greber asked if that money could be quantified, she wanted to know if it was listed on the invoices.

Secretary / Treasurer Zimmerman said that it wasn't listed on the invoices but was listed on their reconciliation statements. He said it's significant, he said that the bad debt was about \$20,000.00 and the contractual allowances were about half what they had paid to Renown over the term of the contract. He said that Renown might not agree with this, and if they don't the Board will have to decide what steps to take next.

Trustee Kaminski said they had to consider what it would cost them in legal fees to recover how much money and would it be worth it.

Vice Chair Greber said they also had to consider precedence.



Secretary / Treasurer Zimmerman said that this is what he was asking their lawyer. Is it standard or is it unheard of? Tom had seemed to say that charging for the write offs was not standard.

Vice Chair Greber said that it was interesting how quickly Renown had acknowledged that they had been charging the bad debt and how quickly they said they would take care of it, as though they had known all along they were doing wrong and weren't going to say anything if we never noticed. Renown had said that they would discontinue charging for bad debt and that we would see a credit on the next invoice. The next invoice has been received and there is no credit and they are once again charging for bad debt.

Secretary / Treasurer Zimmerman said that he had sent an email to Kim asking for this to be corrected but that he had yet to hear back.

Vice Chair Greber said that in this case, where they are not responding, we need to start sending legal notices with deadlines to reply. She said so far we haven't utilized that aspect of the PSA, but if it is the only way to generate a reply, it is what needs to be done.

Chairwoman Link asked if we had received any data about how much money the clinic is generating.

Secretary / Treasurer Zimmerman said yes. He said in the beginning they had been very good about turning in their utilization reports and their reconciliation papers but as time went on they only reliably turned in their invoices. He said he'd talked to Jessica and she had told him that she was able to compile all of this info and so he believed that she would be responsible for it going forward and that being the case he was confident that it would be handled much more reliably now.

Chairwoman Link asked how it was looking, she wanted to know if Renown was making money.

Secretary / Treasurer Zimmerman said that the clinic is operating at about a 50% deficit.

Vice Chair Greber said that Renown wasn't asking for a cap increase and the Board wasn't challenging their 6% margins that were built into the contract.

Chairwoman Link said that she didn't understand the margins.

Secretary / Treasurer Zimmerman said that Renown had explained their two 6% margins as the first going to pay for shared services like the billing or scheduling or any behind the scenes service that our public receives that is not conducted on site in the Tonopah clinic. The second 6% is being banked for capital purchases required at the Tonopah clinic, but he hadn't seen any capital purchases made to date.

Vice Chair Greber asked Secretary / Treasurer Zimmerman if he had any other issues with Renown's invoices of reconciliation statements. He said that there was a question about taxes, and Karmin asked him to share it with the Board.

Secretary / Treasurer Zimmerman said that Renown has now paid two years' worth of Business Personal Property Taxes and being that they had been charging the District for all manner of other unallowable expenses he wondered if they had charged the Board to recoup these as well. He suggested opening an audit and asking to see copies of invoices from certain months that should tie back directly to the reconciliation statements. He said that they are a non-profit, so they may be exempt from that tax, but they need to file an application and they have not done so. He said either way, it is not the District's problem because the taxes Renown paid are already defined in the contract as a nonallowable expense.

Vice Chair Greber said that the draft contract for Renown that they had received from the lawyer contained a reference to an 'Exhibit D' and there was no exhibit D attached. She said that needed to be corrected. She said that all in all Renown has been a success in the community, they have served patients satisfactorily. She

said that she didn't see, at the time the plan was put in place, the barrier that Home Town Health would present in terms of accepting payors. This was a learning experience.

Chairwoman Link wondered what Renown might know about JML Holdings of Las Vegas. Vice Chair Greber said that they had access to everything that was public.

Secretary / Treasurer Zimmerman said that there was a tense moment that felt to him like an attack on the phone call they had had. He said there was a moment when Renown's representatives had asked why the Board was already soliciting other providers. When they were told that the Board was not, Kim Pearson asked how we can say that we aren't soliciting other providers when the Board is already paying other providers. When asked to elaborate, as neither he nor Karmin knew what she was talking about, she refused to and fell back to silence.

Vice Chair Greber said that Kim did mention that she had looked over the Board's minutes and found that we were already paying another provider, but she didn't name them or the provide the minutes she'd supposedly read.

Secretary / Treasurer Zimmerman said that perhaps she had read Dr. Pillers name and inexplicably assumed that he was a medical doctor.

Chairwoman Link said she had worried that Renown might think we had solicited JML. She said that they originally came to town with the Nye Communities Coalition. After seeing the community and learning of the healthcare available they approached the District on their own, we did not solicit so there was no breach.

Secretary / Treasurer Zimmerman said that even if the Board had solicited it wouldn't matter as there is no noncompete clause in the agreement. He said that Renown had originally wanted that clause, but it had been shot down. He said that he thought the Board did have a moral, ethical and maybe a legal obligation to act in good faith to the Renown contract, and in his opinion, they had done that. But now, they were dealing with a stagnant entity that doesn't want to grow and adapt to be competitive. This new group wants to come to town as a private enterprise, and if they do there is no reason why they couldn't also approach the Board for support, though they currently are not.

Trustee Kaminski asked how much knowledge the Board has of the lease agreement that Renown has with the County.

Vice Chair Greber said that we have a copy of that document.

Trustee Kaminski asked if Renown decided to terminate the professional services agreement, would they still have the lease of the medical campus.

Vice Chair Greber said no, termination of the PSA would also terminate the lease.

The Board then moved to review the contract for legal services with Tom Vallas.

Trustee Kaminski said that the point of contact information on the contract needs to be updated as those listed are former County employees.

Secretary / Treasurer Zimmerman said another issue that needs to be dealt with is who has access to the lawyer. He said it had been a hot button issue with him over the last month considering some legal invoices he had received.

Chairwoman Link agreed that it needed to be dealt with. She said that she didn't realize that Justin and Karmin had met with the lawyer to discuss the contracts until tonight. Vice Chair Greber and Secretary / Treasurer Zimmerman both reminded her that she had approved their access to Tom for this project.

Secretary / Treasurer Zimmerman said that he thought Tom had always acted in good faith to the District, there just needs to be a policy established in writing so there aren't any questions going forward. He suggested that the Chairperson of the Board retain contact with Tom as that is Tom's desire as well. But he also suggested that the Chair be able to delegate that power to another member if necessary. Without Chair approval, no member can contact Tom and generate a bill in doing so. Consultation with Tom can only be made with regard to topics or projects that the Board has approved. He used the example of developing a contract with JML, if for example a bill was received from Tom containing a line item about drafting a contract with JML at Russell's request, while that is not something the Board has discussed or approved pursuing, that would be outside of Roni's power to delegate use of Tom to Russell. If that policy was made clear to all parties and still a bill for such services was received, it would be rejected.

Vice Chair Greber said that she agreed with Secretary / Treasurer Zimmerman and said that Tom's contract didn't need to be materially adjusted. She agreed that the point of contact needed to be updated. She said another issue with Tom is that the invoices are so detailed. She asked Secretary / Treasurer Zimmerman if he had dealt with this yet.

Secretary / Treasurer Zimmerman said yes. He had made arrangements with Tom to send two invoices going forward. One detailed to the point of date services were performed and amount owed that can be made public and one containing privileged information for just the Board Members.

Chairwoman Link asked if emailing Tom would generate a bill.

Vice Chair Greber said yes, responding to emails has been detailed on previous invoices.

Chairwoman Link said she also had an issue with Tom taking meetings with people unaffiliated with the Board and discussing Board business and then sending the bill for those conversations to the District.

Secretary / Treasurer Zimmerman said the policy he'd be working up will cover that.

Next the Board considered the contract with Margo Teague of Impact Evaluation and Assessment. Vice Chair Greber said this was a short-term contract that would term out as soon as the Healthcare Needs Assessment was delivered. That being the case, there was no further discussion.

The final contract up for review was Pillers Consulting, LLC DBA: Biowerx Consulting with Dr. Russell Pillers. Secretary / Treasurer Zimmerman said that the Board had considered reducing the insurance requirements.

Chairwoman Link said that she had spoken with the District's POOL/PACT representative and they agreed with the proposed changes.

Secretary / Treasurer Zimmerman said that he had spoken with former Chairman Ken Eason and the District's lawyer and both had said the changes were fine as they didn't open the District up to exposure. If there was an issue and there was not enough coverage in the policy, it would be a Russell problem and not a District problem.

Chairwoman Link asked about Russell taking on an umbrella policy under his own existing personal policies.

Secretary / Treasurer Zimmerman said it didn't matter how he acquired the coverage.

Vice Chair Greber said that Russell had signed the contract knowing the requirements, so this was his issue to deal with.

Chairwoman Link thanked Vice Chair Greber and Secretary / Treasurer Zimmerman for the work they had

done in reviewing the contracts. She asked if the Board was in compliance with all of the contracts.

Vice Chair Greber said that the Board was fully in compliance.

Secretary / Treasurer Zimmerman said that the only area they were lax in was in sending legal notices to parties when they are in breach. He said the action of sending legal notices isn't a friendly interaction, but it is becoming clear that some contractors will only respond to the legal notice.

Trustee Kaminski asked what the time period for a response was.

Secretary / Treasurer Zimmerman said he interpreted it as thirty days from receipt. All legal notices would be sent certified with an electronic delivery receipt, so it could be tracked.

Chairwoman Link thanked everyone again.

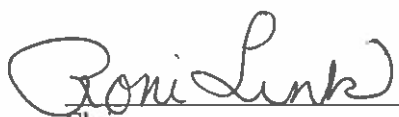
#### **Item #5, General Public Comment (second)**

Marie Peterson offered public comment. She thanked Vice Chair Greber and Secretary / Treasurer Zimmerman for everything they had done to get this information together and out to the public. She said that she was very appreciative of the Renown Telehealth Clinic. She touched on how she, in her practice, is able to refer patients there and has been able to keep certain cases in town for their treatment. She also said that she wanted to make sure that the focus of any new group coming in was in the area of urgent care. She said that she had heard them make comments about offering primary care and women's health services. She wanted them to know that the community already has those services covered and they needed to focus on urgent and emergent care.

#### **Item #6, Adjourn.**

Meeting adjourned.

Approved this 28<sup>th</sup> day of May 2019.

  
Chair