## **HUMBOLDT GENERAL HOSPITAL**

# DISTRICT BOARD OF TRUSTEES

### REGULAR BOARD MEETING

## **TUESDAY**

September 22, 2020 <u>5:30 P.M.</u>

# SARAH WINNEMUCCA CONFERENCE ROOM

### HUMBOLDT GENERAL HOSPITAL

JoAnn Casalez - Chairman Michelle Miller - Secretary Bill Hammargren - Member Gene Hunt - Member Alicia Cramer - Member Ken Tipton - Member-Humboldt County Commissioner

# 118 EAST HASKELL STREET WINNEMUCCA, NEVADA 89445

#### <u>DISTRICT BOARD OF TRUSTEES MEETING AGENDA</u>

MEETING DATE: Tuesday September 22, 2020

**MEETING TIME:** 5:30 pm

MEETING PLACE: Sarah Winnemucca Conference Room

**Humboldt General Hospital** 

118 E Haskell St, Winnemucca, Nevada

PLACES POSTED: in Winnemucca, Nevada at:

Humboldt General Hospital, 118 E Haskell Street Humboldt County Courthouse, 50 W Fifth Street Winnemucca City Hall, 90 W Fourth Street Humboldt County Library, 85 E Fifth Street United States Post Office, 850 Hanson Street www.hghospital.org https://notice.nv.gov

PERSON POSTING: Alicia Wogan

# MEETING ATTENDANCE MAY BE IN-PERSON AT THE ABOVE LOCATION OR VIA TELECONFERENCE OR VIDEOCONFERENCE

PURSUANT TO NRS 241.023 AND SECTION 1 OF THE STATE OF NEVADA EXECUTIVE DEPARTMENT
DECLARATION OF EMERGENCY DIRECTIVE 006 ISSUED MARCH 22, 2020 AS EXTENDED THE
TELECONFERENCE AND VIDEOCONFERENCE ACCESS INSTRUCTIONS APPEAR BELOW

Teleconference: Dial 1-646-749-3122 - Access Code 368-086-437

Videoconference: https://global.gotomeeting.com/join/368086437

#### A. CALL TO ORDER

#### **B. PUBLIC COMMENT**

(This agenda item is designated to give the general public the opportunity to address the Hospital Board. No action may be taken upon a matter raised under this section until it is placed on an agenda for action. Public comment is generally limited to three (3) minutes per person.)

#### C. MEDICAL STAFF-HOSPITAL DEPARTMENT REPORTS

(These agenda items are designated to give the opportunity to report and update the Hospital Board on each group or department listed. No action may be taken upon a matter raised under this section until it is placed on an agenda for action.)

- 1. Medical Staff report Chief of Staff
- 2. Administration report
  - a) HR Director report Didi Almendares
  - b) Cerner update
  - c) CEO report Tim Powers, CEO

#### D. CONSENT AGENDA

(The Board is expected to review, discuss and take action on this agenda item. The items may be approved in a single motion; however, upon Board member request, any consent item may be moved to the discussion portion of the agenda and other action, including postponement or denial of the item, may take place.)

- **1.** Board meeting minutes August 25, 2020.
- 2. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Jacqueline Huynh, MD, provisional-FP/OB; Steven Kushel, MD, provisional-Emergency Medicine; Robert Spence, MD, active-Emergency Medicine; Sandra Althaus, MD, consulting-Radiology; Steven Zwerdlinger, MD, consulting-Teleradiology; administrative update Tina Carbone, APRN-CNP, Allied Health-APRN/Nurse Practitioner.

#### **E. FINANCIAL REPORTS**

(The Board is expected to review, discuss and take action on this agenda item.)

- 1. Financial update
- 2. Warrants disbursed Monthly expenditures

#### F. BUSINESS ITEMS-OTHER REPORTS

(The agenda items in this section are for discussion and for possible action. The action may consist of approval, disapproval, acceptance, rejection, authorization, adoption, recommendation, review, referral to staff, or any other action as appropriate. The items may be heard in any order and at any time unless a time is specified; two or more items may be combined for consideration; an item may be removed from the agenda; or, discussion relating to an item may be delayed at any time.)

- 1. Hospital Administration / proposal to purchase from Howard Medical six (6) Howard R2 Kiosks with integrated temperature detection capability at a cost not to exceed \$42,000 to screen patients, visitors and employees at hospital entrances / COO-Administration
- 2. Hospital Administration / proposal to purchase from Spycor Environmental four (4) OmniAire 1600PAC air filtration systems and accessories at a cost not to exceed \$54,000 to clean circulated air and prevent the spread of airborne disease vectors / COO-Administration
- Hospital Administration / proposal to enter into an employment contract with Lacy Fettic, MD for professional health care services / terms and conditions of employment / CEO-Administration
- **4.** Hospital Administration / proposal to complete kitchen-exhaust system replacement-upgrade project / request to authorize an additional \$50,000 for the project budget / CEO-Administration
- 5. Hospital District / appointment of insurance committee / Board

#### G. TRUSTEE COMMENTS-STAFF REPORTS

(This period is designated for receiving reports, information, department updates, board and committee updates and proposals by the board, chief executive officer, chief financial officer, human resources director, director of nurses, and other staff upon request. No action may be taken upon a matter raised under this section until it is placed on an agenda for action.)

#### H. PUBLIC COMMENT

(This agenda item is designated to give the general public an opportunity to address the Hospital Board. No action may be taken upon a matter raised under this section until it is placed on an agenda for action. Public comment is generally limited to three (3) minutes per person.)

Notice: Pursuant to Section 3 of the Declaration of Emergency Directive 006 ("Directive 006") as extended, the state law requirement that public notice agendas be posted at physical locations within the State of Nevada is suspended. This agenda has been physically posted at the locations noted above and electronically posted at <a href="http://www.hghospital.org/">http://www.hghospital.org/</a> and at <a href="https://notice.nv.gov/">https://notice.nv.gov/</a>.

Notice: Pursuant to Section 1 of Directive 006 as extended the state law requirement that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate is

#### DISTRICT BOARD OF TRUSTEES MEETING AGENDA September 22, 2020 Page 3

suspended. The meeting may be accessed via: (i) teleconference by dialing 1-646-749-3122 and using access code 368-086-437; or, (ii) videoconference by entering https://global.gotomeeting.com/join/368086437 in a web browser.

Notice: Members of the public may make a public comment at the meeting without being physically present by emailing adminoffice@hghospital.org no later than 5:00 p.m. on the business day prior to the day of the meeting and messages received will be transcribed for entry into the record and provided to the Board of Trustees for review. Members of the public may also make a public comment at the meeting without being physically present by accessing the meeting through: (i) a telephone connection by dialing 1-646-749-3122 and using access code 368-086-437; or, (ii) through the Internet by entering https://global.gotomeeting.com/join/368086437 in a web browser.

Notice: The Executive Assistant at the Administration Office located at Humboldt General Hospital, 118 E. Haskell Street, Winnemucca, Nevada, telephone number 775-623-5222 extension 1123, is the designated person from whom a member of the public may request the supporting material for the meeting. Pursuant to Section 5 of Directive 006 as extended, the state law requirement that a physical location be available for the public to receive supporting material for public meetings is suspended. Staff reports and supporting material for the meeting are available on the Humboldt General Hospital website at <a href="http://www.hghospital.org/">http://www.hghospital.org/</a> and are available to the general public at the same time the materials are provided to the Board of Trustees.

<u>Notice</u>: By law a public body may receive information from legal counsel regarding potential or existing litigation involving a matter over which the public body has supervision, control, jurisdiction, or advisory power and such gathering does not constitute a meeting of the public body.

Notice: Reasonable efforts will be made to assist and accommodate disabled persons. Please contact the Administration Office by telephoning 775-623-5222 extension 1123, one (1) business day in advance of the meeting.



#### **HUMBOLDT GENERAL HOSPITAL**

118 E. Haskell Street ■ Winnemucca, Nevada 89445
Phone 775.623.5222 ■ Fax 775.623.5904

September 22, 2020

**Board of Trustees** 

Ref: Medical Staff Meeting

The following Medical Staff Appointment, Reappointment, and Provisional privilege files were reviewed and approved by Medical Staff on September 10, 2020:

#### Provisional:

• Jacqueline Huynh, MD Provisional-FP/OB

• Steven Kushel, MD Provisional-Emergency Medicine

Appointment:

Robert Spence, MD
 Sandra Althaus, MD
 Active-Emergency Medicine
 Consulting-Radiology

Reappointment:

• Steven Zwerdlinger, MD Consulting-Teleradiology

Administrative Update:

• Tina Carbone, APRN-CNP Allied Health-APRN/Nurse Practitioner

Below details additional information on each Medical Staff file:

- Jacqueline Huynh, MD earned her Doctorate of Medicine from the University of Arizona, College of Medicine in 2015. She then went on to complete her residency with the University of Arizona Department of Family and Community Medicine in 2018. Dr. Huynh currently holds a board certification in Family Medicine from the American board of Family Medicine. She also holds the current certifications for ACLS, BLS, PALS, and NRP. Dr. Huynh has worked with Northeastern Nevada Regional Hospital in Elko, NV since August of 2018 and currently holds an Assistant Professor position with the University of Nevada, Reno School of Medicine. Dr. Huynh will be working with Dr. Brecheen to train for Obstetrics.
- Steven Kushel, MD earned his Doctorate of Medicine from St. George University, School of Medicine in 1986. He went on to complete a one-year transitional internship at Frankford Hospital in Philadelphia from 1986-1987. Dr. Kushel then completed a three-year Internal Medicine residency between three different medical centers. He is currently board certified in Emergency Medicine through the American Board of Physician Specialties and is board eligible in Internal Medicine. Dr. Kushel holds the current certifications for ACLS, ATLS, and PALS. He has been a Locum Tenens Emergency Medicine provider since 1989. He will be coming to Humboldt General Hospital through Envision. His anticipated start date is late October 2020.
- Robert Spence, MD earned his Doctorate of Medicine from the University of Missouri School of Medicine in 2000. He completed a three-year integrated residency in Emergency Medicine through Wright State University School of Medicine in 2003. Dr. Spence also has 20 years of experience in the US Air Force and Army in military medicine, aerospace operations, and tactical and space intelligence. Dr. Spence is currently board certified through the American Board of Emergency Medicine and holds current ACLS, ATLS, and PALS certifications. He has been practicing since 2003 in full-time and Locum Tenens positions. Dr. Spence is coming



#### **HUMBOLDT GENERAL HOSPITAL**

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to Humboldt General Hospital through Envision. Dr. Spence was granted Temporary privileges in January 2020 and Provisional privileges in March 2020.

- Sandra Althaus, MD earned her Doctorate of Medicine from the University of Wisconsin Medical School in 1984. She then went on to a one-year internship at the University of Minnesota Hospital and Clinic specializing in General Surgery from 1985 to 1986. Dr. Althaus then switched to a Diagnostic Radiology residency with the University of Minnesota Hospital and Clinic from 1986 to 1990. She also did a one-year fellowship with the same hospital in Cardiovascular and Interventional Radiology, which she completed in 1991. Dr. Althaus has been board certified in Radiology since 1991 with the American Board of Radiology and earned her board certification in Vascular and Interventional Radiology from the American Board of Radiology in 1995. She has been working as a staff radiologist and Locum Tenens radiologist since 1997. Dr. Althaus will be working with Humboldt General Hospital through Northstar Radiology.
- Steven Zwerdlinger, MD earned his Doctorate of Medicine from the University of Colorado in 1986. He then went to Saint Joseph Hospital for a one-year internship in General Surgery from 1986 to 1987. Next, Dr. Zwerdlinger completed a Diagnostic Radiology residency with the University of Colorado Denver from 1987 to 1991. He then went on to a fellowship in Interventional Radiology with the University of Colorado Denver from 1991 to 1992. Dr. Zwerdlinger has been board certified with the American Board of radiology in Diagnostic Radiology since 1991. He has worked with the Radiology Associates of Nevada and Valor Network, Inc. and is currently working with Virtual Radiologic Professionals, LLC. He has been providing Humboldt General Hospital with teleradiology services since 2015.

Thank You,

Jessica Villarreal Medical Staff Credentialing Coordinator

#### **August 2020 FINANCIAL NARRATIVE**

- Gross patient revenue for the month of August was \$8.1M compared to budget of \$9.2M and prior year of \$9.1M.
- Inpatient revenue for the month of August was \$2.1M compared to budget of \$3.6M and prior
  year of \$4.0M. In reviewing stats for August, patient days were significantly higher in August 2020
  than August 2019 yet gross inpatient revenue was significantly lower in August 2020. An
  independent Cerner certified charge services consultant is currently researching this to determine
  the cause of this discrepancy.
- Contractual adjustments and bad debt was \$4.2 M or 52% of gross revenue compared to budget
  of \$4.5M or 49.0% of gross revenue and prior year of \$4.5 M or 50.0 % of revenue. Now that we
  are getting a better understanding of our payer portfolios the volatility in our contractual and bad
  debt is becoming more predictable.
- Net patient revenue for August was \$3.8M compared to budget of \$4.7M and prior year of \$4.6M. YTD net patient was \$8.4M compared to budget of \$9.3M and prior year of \$9.0M. Spending for the month of August was \$4.8M compared to budget of \$5.1M and prior year of \$5.7M. The reduction in spending from budget is primarily driven by labor and benefits.
- August total operating revenue was \$3.85 M compared to budget of \$4.7M and prior year of \$4.6M.
- YTD spending was \$9.9M compared to budget of \$10.2M and prior year of \$9.9M.
- Net operating loss for August was \$(990 K) compared to budget loss of \$(417K) and prior year of \$(1 M). The increase in loss for August is primarily a result of the decrease in revenue. The organization must continue to diligently strive for a positive operating margin and focus on maximizing revenue.
- The YTD loss was \$(1.4M) compared to a budgeted loss of \$(834K) and a prior year loss of \$(937K).
   The August YTD loss is primarily a result of a decrease in anticipated revenue for the first two months of the fiscal year.
- Non-operating revenue for August was \$758 K compared to budget of \$453K and prior year of \$940K.
- Included in the \$758 K of non-operating revenue was \$761K of Humboldt County tax revenue.
   August YTD non-operating revenue was \$1.1M compared to budget of \$915K and prior year of \$1.2M, is reasonably in line.
- The net loss for August was \$(232 K) compared to budget income of \$37K and prior year income of \$(89 K).
- Reduction in gross inpatient revenue is primarily responsible for the net loss. August YTD the net loss was \$(327K) compared to budgeted income of \$82K and prior YTD income of \$251K. Again the reduction in gross impatient revenue is the primary cause for the YTD loss.

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Humboldt General Hospital													
Month Statistics Comparison													
	Aug 19	Sep 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20
Med/Surg Pt Days	141	158	189	186	159	200	199	150	178	188	208	269	207
Pediatric Days	1	7	3	2	-	-	-	-	-	-	-	-	-
Obstetrics Pt Days	31	32	24	24	18	36	24	21	31	29	24	45	38
Nursery Pt Days	37	33	31	22	22	28	27	27	31	31	26	42	27
ICU Pt Days	6	19	6	10	13	14	19	13	31	15	13	20	16
Swing Bed Days	78	71	24	85	66	38	83	83	66	68	65	55	32
Harmony Manor Days	1,116	1,042	1,091	965	945	1,010	927	941	891	936	959	987	995
Quail Corner Days	217	217	201	240	248	248	232	248	240	248	240	221	186
Admissions											41	97	94
Labor Room Deliveries	21	19	17	14	22	22	18	17	20	19	14	22	19
Operating Room Cases- Inpatient	105	117	118	108	91	114	98	22	17	21	24	25	28
Operating Room Cases- Outpatient								48	15	19	77	66	73
Radiology Tests- see detail below	1,296	1,339	1,531	1,229	1,107	1,350	1,282	1,147	922	977	1255	1236	1176
Laboratory Tests	8,595	7,917	8,726	6,617	6,848	7,786	7,741	6,358	5,215	6,138	7,736	7334	6765
Emergency Room Visits	683	683	713	731	647	701	663	666	525	515	601	579	597
Billable Amublance Runs	128	137	152	135	109	131	110	121	130	128	138	128	135
RHC Visits- Total Visits	2,566	2,222	2,465	1,915	2,341	2,720	2,605	2,513	1816	1962	2241	2421	2418
RHC FP1							236	211	241	225	250	311	279
RHC FP2							236	437	286	372	239	239	204
RHC FP3							220	166	127	233	384	270	236
RHC FP4												1	-
RHC Int Med							357	288	258	296	329	356	316
RHC PAIN MANAGEMENT												35	33
RHC Peds							354	331	194	188	245	252	331
RHC Podiatry											26	135	150
RHC Res Clin							315	249	249	238	250	259	364
RHCTH							38	38	34	37	25	33	39
RHC WH							260	203	179	184	244	287	196
RHC Walk In					+ +		589	590	248	189	249	243	270
De diele en Tenta la consendation					+ +								
Radiology Tests by modality					+			F2	24		4.0		22
MRI					+			53	34	44	46	58	32
Mammogram Dens Denistry		+			+ +			7	13	22 5	41 13	36 7	51 10
Bone Denisty					+ +						217	209	225
Computed Tomography					+ +			181	156	186		666	
General Diagnostic		1			+			634	548	507	672		633
Nuclear Cardiac					+			7	10 0	10	8	13	13
Nuclear Medicine		+			+						3		5
Ultrasound Vascular Ultrasound					+ -			170 38	140 20	165 29	201 54	199 40	175 32
Vascular Ultrasound					+			38 1147	922	977	1255	1236	1176

							Statement of Profit and (Loss)						
							r the Period Ending August 31, 2020	F					oldt General Hospital
													nut General Hospital
	FY 2020 YTD	F	TO DATE	AR 2021	FISCAL YEA			2021	AUGUST F	MONTH OF			FY20 MONTH
	PRIOR YR		BUDGET		ACTUAL			ACTUAL		DGET	BU		PRIOR YR
	7,063,214	\$	\$ 7,288,291		4,776,650		INPATIENT REVENUE	2,072,279	\$	3,644,145	\$		3,986,611
	8,141,472		8,587,005		9,954,575		OUTPATIENT REVENUE	4,979,878		4,293,503	Ť		3,790,183
	1,296,609		1,179,958		1,046,571		LTC	479,845		589,979			748,397
-	766,310		1,285,804		1,170,974		CLINIC REVENUE	576,296		642,902			617,987
	17,267,605		18,341,058		16,948,770		TOTAL PATIENT SERVICE REVENUE	8,108,298		9,170,529			9,143,178
							DEDUCTIONS FROM REVENUE						
	(7,148,222)	41%	(7,524,233)	41%	(7,626,081)	45%	CONTRACTUAL ADJUSTMENTS	(3,834,686) 479	41%	(3,762,116)	)	42%	(3,806,458)
	(1,217,117)	7%	(1,558,836)	8%	(916,286)	5%	BAD DEBT		8%	(779,418)			(748,407)
	(8,365,339)		(9,083,069)		(8,542,367)		TOTAL DEDUCTIONS FROM REVENUE	(4,275,055)		(4,541,534)			(4,554,865)
	8,902,266		9,257,989		8,406,403		NET PATIENT SERVICE REVENUE	3,833,243		4,628,995			4,588,313
	56,600		74,328		79,098		OTHER OPERATING REVENUE	17,596		37,164			34,466
	8,958,866		9,332,317		8,485,501		TOTAL OPERATING REVENUE	3,850,839		4,666,159			4,622,779
							OPERATING EXPENSES						
	3,078,057		4,001,008		3,611,332		SALARIES	1,715,292		2,000,504			1.392.408
	1,062,954		1,210,208		1,015,605		BENEFITS	461,705		605,104			698,376
	405,247		15,840		158,552		CONTRACT LABOR	80,420		7,920			196,597
	1,945,971		1,886,733		1,705,970		PURCHASED SERVICES	830,892		943,366			1,329,374
	1,022,635		1,026,412		1,243,363		MEDICAL SUPPLIES	646,953		513,206			713,289
	188,958		195,402		333,682	г	OTHER SUPPLIES & MINOR EQUIPMENT	216,147		97,701			163,786
	319,649		248,947		210,130	'	REPAIRS AND MAINTENANCE	112,705		124,474			222,699
	43,983		51,642		49,706		RENTS AND LEASES	19,061		25,821			27,032
	123,287		109,348		111,614		INSURANCE	61,325		54,674			53,014
	124,181		143,856		130,057		UTILITIES	60,157		71,878			66,621
	1,080,537		978,243		1,160,853		DEPRECIATION	580,426		489,121			538,785
	161,659		43,303		12,345		TRAVEL, MEALS & EDUCATION	2,098		21,651			85,825
			,				,	,					
	338,329		255,341		121,470		OTHER EXPENSE	54,536		127,769			165,110
-	9,895,447		10,166,283		9,864,679		TOTAL OPERATING EXPENSES	4,841,717		5,083,189			5,652,916
	(936,581)		(833,966)		(1,379,178)		NET OPERATING INCOME/(LOSS)	(990,878)		(417,030)			(1,030,137)
						S)	NON-OPERATING REVENUE/(EXPENSES						
	55,567		50,958		40,699	-/	INTEREST INCOME	7,183		25,479			44,870
	1,131,822		860,342		943,297		TAXES	761,924		430,171			896,067
	-		4,247		(11,200)		DONATIONS	(11,200)		(2,123)	1		-
	-		-		70,928		SUBSIDIES	-		-			-
	-		-		8,435		MISCELLANEOUS	-		-			-
	1,187,389		915,547		1,052,159	S)	NON-OPERATING REVENUE/(EXPENSES	757,907		453,527			940,937
	250,808	\$	\$ 81,581		\$ (327,019)		NET INCOME/(LOSS)	(232,971)	\$	36,497	\$		(89,200)
	1 221 245	•	¢ 1.050.924		2 022 024		EDIDA	247.455	•	EDE 640	•		440 505
	1,331,345	\$	\$ 1,059,824		833,834		EBIDA	347,455	\$	525,618	\$		449,585

Humboldt General Hospital

#### FINANCIAL DASHBOARD HUMBOLDT GENERAL HOSPITAL

#### FISCAL YEAR 2021

Key Performance Indicator (KPI)	KPI Description	KPI Calculation	Fiscal Year 2020 June 30, 2020 Unaudited	Fiscal Year to Date 2021 Aug-20	Favorable † Unfavorable ↓
EBIDA	Earnings Before Interest, Depreciation, and Amortization	Net Income + Interest + Depreciation + Amortization	2,034,051	<b>YE Annualized</b> 5,003,004	1
Current Ratio	Measures the number of times short-term obligations can be paid using short-term assets.	Current Assets ÷ Current Liabilities	8.1	12.71	•
Average Payment Period	The number of days a company takes to pay off credit purchases.	Current Liabilities ÷ Daily Operating Expenses	36	28	•
Days Cash on Hand	Measures the number of days an organization could operate if no cash was collected or received.	Cash ÷ ((Operating Expense - Depreciation Expense) ÷ 365)	208	232	•
Operating Margin	Measures the control of operating expenses relative to operating revenues.	Operating Income (Loss) / Operating Revenue	(21.5%)	(25.7%)	•
Days in Net Accounts Receivable	Measures the number of days that it takes an organization to collect its receivables.	Net Accounts Receivable ÷ (Net Patient Revenue for last 120 days ÷ 120)	101	79.4	•
Salaries as % of Net Revenue	Measures the percentage of patient revenue that are labor costs.	(Salaries + Agency Salaries) ÷ Net Patient Revenue	70.0%	68.5%	•
Supplies as % of Net Revenue	Measures the percentage of patient revenue that are supply costs.	Supplies Expense ÷ Net Patient Revenue	11.6%	16.9%	•
Bad Debt as % of Gross Revenue	Measures the percentage of Gross Revenue that is written off as Bad Debt.	Bad Debt Expense ÷ Gross Patient Revenue	10.1%	5.4%	<b>1</b>

#### Humboldt General Hospital Statement of Profit and (Loss) For Period Ending: 08/31/2020

	AUG 2	020		FY20	)21	
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	<u>VARIANCE</u>
INPATIENT REVENUE	\$2,072,279	\$3,644,145	(\$1,571,866)	\$4,776,650	\$7,288,291	(\$2,511,641)
OUTPATIENT REVENUE	4,979,878	4,293,503	686,375	9,954,575	8,587,005	1,367,570
LTC	479,845	589,979	(110,133)	1,046,571	1,179,958	(133,386)
CLINIC REVENUE	576,296	642,902	(66,606)	1,118,338	1,285,804	(167,466)
TOTAL PATIENT SERVICE REVENUE	8,108,298	9,170,529	(1,062,230)	16,896,134	18,341,057	(1,444,923)
DEDUCTIONS FROM REVENUE						
CONTRACTUAL ADJUSTMENTS	(3,834,686)	(3,762,116)	(72,570)	(7,626,081)	(7,524,233)	(101,849)
BAD DEBT	( , , ,	(779,418)	339,049	( , , , ,	(1,558,836)	` ' '
TOTAL DEDUCTIONS FROM REVENUE	(440,369) (4,275,055)	(4,541,534)	266,479	(916,286) (8,542,368)	(9,083,069)	642,550 540,701
TOTAL DEDUCTIONS FROM REVENUE	(4,275,055)	(4,541,554)	200,479	(0,342,300)	(9,063,069)	540,701
NET PATIENT SERVICE REVENUE	3,833,243	4,628,994	(795,751)	8,353,767	9,257,988	(904,222)
OTHER OPERATING REVENUE	17,596	37,164	(19,568)	79,098	74,328	4,770
TOTAL OPERATING REVENUE	3,850,839	4,666,158	(815,319)	8,432,864	9,332,316	(899,452)
OPERATING EXPENSES						
SALARIES	1,715,292	2,000,504	(285,212)	3,611,332	4,001,008	(389,675)
BENEFITS	461,705	605,104	(143,399)	1,015,605	1,210,208	(194,603)
CONTRACT LABOR	80,420	7,920	72,500	158,552	15,840	142,712
SUPPLIES MEDICAL	646,953	513,206	133,747	1,243,363	1,026,412	216,951
PURCHASED SERVICES	830,892	943,366	(112,474)	1,705,970	1,886,733	(180,763)
SUPPLIES & SMALL EQUIPMENT	216,147	97,701	118,446	333,682	195,402	138,280
REPAIRS AND MAINTENANCE	112.705	124.474	(11,769)	210.130	248.947	(38,817)
RENTS AND MAINTENANCE RENTS AND LEASES	19,061	25,821	(6,760)	49,706	51,642	(1,936)
INSURANCE	61,325	54,674	6,651	111,614	109,348	2,266
UTILITIES	60,157	71,878	(11,722)	130,057	143,856	(13,799)
DEPRECIATION	580,426	489,121	91,305	1,160,853	978,243	182,609
TRAVEL & MEALS	2,098	21,651	(19,553)	12,345	43,303	(30,958)
OTHER EXPENSE	50,539	127,769	(77,230)	117,473	255,341	(137,868)
TOTAL OPERATING EXPENSES	4,837,720	5,083,190	(245,471)	9,860,680	10,166,282	(305,602)
TOTAL OF ENATING EXI ENGES	4,037,720	3,003,190	(243,471)	9,000,000	10,100,202	(303,002)
NET OPERATING INCOME/(LOSS)	(986,881)	(417,032)	(569,849)	(1,427,816)	(833,965)	(593,850)
NON-OPERATING REVENUE & EXPENSES						
INTEREST INCOME	7,183	25,479	(18,296)	40,699	50,958	(10,259)
TAXES	761,924	430,171	331,753	943,297	860,342	82,955
DONATIONS	(11,200)	2,123	(13,323)	(11,200)	4,247	(15,447)
OTHER INCOME	) O	0	Ů Ú	8,435	0	8,435
CERNER CLEARING	(3,997)	0	0	(48,639)	0	(48,639)
SUBSIDIES	0	0	0	70,928	0	70,928
NON-OPERATING REVENUE/ (EXPENSE)	753,910	457,773	296,137	1,100,798	915,547	185,251
NET INCOME/(LOSS)	(\$232,971)	\$40,741	(\$273,712)	(\$327,018)	\$81,581	(\$408,599)

#### HUMBOLDT GENERAL HOSPITAL BALANCE SHEET FOR MONTH ENDING 08/31/2020

	THIS YEAR	LAST YEAR	INC/(DEC)	INC/(DEC) %
ASSETS:				
CURRENT ASSETS:				
CASH & INVESTMENTS	\$32,534,602	\$29,119,508	\$3,415,094	11.7%
OTHER RECEIVABLES	1,204,268	2,606,203	(1,401,935)	-53.8%
NET ACCOUNTS RECEIVABLE	13,030,608	11,620,941	1,409,667	12.1%
INVENTORY	2,093,918	1,740,674	353,244	20.3%
PREPAIDS	1,023,912	1,338,043	(314,132)	-23.5%
TOTAL CURRENT ASSETS _	49,887,308	46,425,370	3,461,939	7.5%
PROPERTY, PLANT, & EQUIPMENT				
NET OF DEPRECIATION	57,248,873	59,454,465	(2,205,592)	-3.7%
DEFENDED OF ITEL OWIS OF DESCRIPCES				
DEFERRED OUTFLOWS OF RESOURCES PENSION DEFERRED OUTFLOWS	5,625,947	5,625,947	0	0.0%
	-,,-	, ,		
TOTAL ASSETS	\$112,762,128	\$111,505,782	\$1,256,347	
LIABILITIES:				
ACCOUNTS PAYABLE	\$1,243,726	\$2,110,050	(\$866,324)	-41.1%
ACCRUED PAYROLL	2,507,555	2,132,736	374,819	17.6%
OTHER CURRENT LIABILITIES	172,306	1,644,019	(1,471,713)	-89.5%
CURRENT PORTION OF LONG TERM DEBT	172,300	1,044,019	(1,471,713)	0.0%
TOTAL CURRENT LIABILITIES	3,923,588	5,886,806	(1,963,218)	-33.4%
LONG-TERM LIABILITIES	3,923,300	3,000,000	(1,903,210)	-33.4 /0
NET PENSION LIABILITY	28,326,281	28,326,281	0	0.0%
-	20,020,201	20,020,201		0.070
DEFERRED INFLOWS OF RESOURCES				
PENSION DEFERRED INFLOWS	1,449,686	1,449,686	0	0.0%
DEFERRED REVENUE	6,156,377	0	6,156,377	0.0%
TOTAL DEFERRED INFLOWS OF RESOURCES	7,606,063	1,449,686	6,156,377	0.0%
TOTAL LIABILITIES	39,855,932	35,662,773	(1,963,218)	
	, ,	,,	( , , )	

**FUND BALANCE:** 

#### HUMBOLDT GENERAL HOSPITAL BALANCE SHEET FOR MONTH ENDING 08/31/2020

RETAINED EARNINGS	72,906,196	75,843,009	(2,936,812)	-3.9%
TOTAL LIABILITIES AND FUND BALANCE	\$112,762,128	\$111,505,782	(\$4,900,031)	

# HUMBOLDT GENERAL HOSPITAL PRESENTATION OF CASH ACCOUNTS

**AUGUST 31, 2020 -- FISCAL YEAR 2021** 

ACCOUNTS FOR:	G/L ACCT. #:	LOCATION HELD:	ACCOUNT.#:	BALANCES:
Cash Drawers	10010	Safe/Business Office/Clinics	Cash Drawers(12)	2,275
General Fund Checking	10000	Wells Fargo Bank	3828	4,948,307
Tax Account	10005	Wells Fargo Bank	925	16,556
Payroll Checking	10010	Wells Fargo Bank	3836	-
General Fund Investment	10020	Wells Fargo Bank	6671	6,150,890
Hanssen Scholarship Fund	10050	Wells Fargo Bank	7067	4,008
EMS Scholarship Fund	10055	Wells Fargo Bank	917	16,924
SNF Patient Trust	10035	Wells Fargo Bank	0021	28,048
SNF Memorial/Activity	10040	Wells Fargo Bank	9304	4,913
Investment Trust	10030	Wells Fargo Bank	6500	10,602,297
HRG Self Pay	10015	Sterling Bank	1566	-
LGIP Savings	10025	NV State Treasurer	#xxxGHO	10,760,384

	HGH TOTALS:	32,534,602
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S	UE	M	IT	ΙE	D	&	SI	G١	١E	D:

Tim Powers, CEO

I, Tim Powers, CEO for Humboldt General Hospital, hereby certifies that the above report of cash account balances accurately reflects the actual cash-in-bank as reported by the financial institutions holding the funds for the current period end.

Humboldt General Hospital Humboldt County Date September 22, 2020

**Agenda item: Kiosks for Hospital Entrances** 

**Department: Nursing** 

**Request:** Purchase 6 Kiosks for Hospital Entrances

**Justification:** This item is coming to the Board of Trustees for a second time because the first quote did not include CSV Badge Integration and Voice Command CDC Screening Questions on Screen. These items are essential to use the kiosks as desired.

The COVID19 pandemic has led to the need to screen each individual for symptoms of COVID19 before entering the facility. Hospitals are expected to screen all patients and employees for symptoms of COVID19, including temperature, and provide a face covering if needed. This kiosks can screen an individual's temperature without personal interaction. The machine can print a wristband or sticker for visitors as they enter the building.

Also kiosks will reduce the need for close contact between screeners and individuals entering the facility.

Return on Investment: N/ACost to purchase: \$40,796.00

• Other Costs: \$480.00 annual software renewal

• Service/Maintenance Agreement: N/A

• Consumables: N/A

**Recommendation**: Approve purchasing of 6 Kiosks in an amount not to exceed \$42,000.00



Howard Medical P.O. Box 1590 Laurel, MS 39441 Phone: 877-856-6441

Email all P.O.'s to: MedicalPO@howard-medical.com www.howard-medical.com

#### **Online Quotation**

**Quote No:** KM10 1048548.00

Customer Name: Janet Sturtz (Infection Preventionist)

Company Name: Humboldt General Hospital

Quote Name: 200818-007 - Prem w/badge integ & CDC Questions

Quote Date: Phone Number:

August 18, 2020 7756235222

Fax Number:

Email: sturtzj@hghospital.org

#### Item 1

Category	Description	Qty.	Unit Price	Ext. Price					
System Type:	Howard R2	6	\$5,271.00	\$31,626.00					
Kiosk Base:	R2, 22' Kiosk (Tabletop or Pedestal) with Anti-Microbial Paint								
Pedestal:	Pedestal Mount with Anti-Microbial Paint								
Monitor:	22-inch Touchscreen Display with Anti-Microbial Coating								
Card Reader:	Customer Supplied Badge Reader (New Design)								
Receipt Printer:	Dymo LabelWriter 450 Label Printer								
Camera:	Temperature Detection Camera System								
Computing Device:	Integrated Howard-DR SFF (Windows 10 IoT Enterprise)								
Sound:	Integrated Speakers and Microphone								
Accessories:	Kiosk PDU Assembly								
Mounting Hardware:	Cable Routing R2								
Custom Graphics:	Custom Logos, Decals, and Graphics								
Warranty:	1-year Warranty for Electronic Components, 3-year Warranty for Kiosk Enclosure, Parts On Countertop Kiosk	nly,							
Software:	22Miles Premium Software Plan								

Sub-Total: \$31,626.00

Taxes: Tax Exempt

Total for Item 1: \$34,026.00

This quote will expire September 17, 2020.

To expedite your order, please include your quote number with your Purchase Order.

#### Item 2

Category	Description	Qty. Price	Ext. Price
System Type:	Accessories		
Accessory1:	CSV Badge Integration MPN:	1 \$4,995.00	\$4,995.00
CDC Sreening:	Voice Command CDC Screening Questions on Screen MPN:	1 <b>\$1,295.0</b> 0	\$1,295.00
		Sub-Total:	\$6,290.00
			Included
		Taxes:	Tax Exempt
		Total for Item 2:	\$6,290.00

This quote will expire September 17, 2020.

To expedite your order, please include your quote number with your Purchase Order.

#### Item 3

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
Software:	22Miles Premium Software Plan Annual Renewal  MPN: Premium Annual	1	\$480.00	\$480.00

**Sub-Total:** \$480.00

Included

Taxes: Tax Exempt

Total for Item 3: \$480.00

This quote will expire September 17, 2020.

To expedite your order, please include your quote number with your Purchase Order.

#### Total for all pre-configured items

Sub-Total: \$38,396.00
Shipping and Handling: \$2,400.00
Shipping and Handling: Included

Taxes: Tax Exempt
Total: \$40,796.00

#### Notes:

This is a non-standard configuration. Lead times may vary due to quantity and events beyond our control. Please contact your Howard account manager for lead time.

Pricing and availability subject to change without notice. Packaging, Shipping, and Handling fees are not included unless specifically stated. Prices and lease payments do not include applicable taxes. Ship dates are approximations and are not guarantees. Quick ship items not available in Alaska, Hawaii, or outside the United States. Specific state laws may affect shipment of products.

Howard reserves the right to charge a 25% restocking fee for cancellation of a purchase order after Howard has commenced fulfillment of the order. Howard may, with notice, cancel any purchase order at any time without any liability to the Purchaser. Howard reserves the right to charge the Purchaser full purchase price for delaying shipment of a purchase order for an extended period of time which then results in the cancellation of said order.

Given the current uncertainties related to international trade, Howard hereby reserves the right to unilaterally revise the prices quoted herein in the event its manufacturing or procurement costs for such goods increase due to the imposition by the United States or any other country of new or higher tariff(s) or of any other similar tax, fee or charge.

If Purchaser fails to pay any invoice in full within the time quoted herein, Howard may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Howard's product warranties and return policies and related information, which are available at <a href="https://www.howardcomputers.com/support/warranties.cfm">https://www.howardcomputers.com/support/warranties.cfm</a> and <a href="https://www.howardcomputers.com/support/returnpolicy.cfm">https://www.howardcomputers.com/support/returnpolicy.cfm</a>, are fully adopted and incorporated herein by reference. These may also be obtained by calling 1-888-912-3151 or emailing <a href="https://www.howardcomputers.com">webmaster@howardcomputers.com</a>.

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS SET FORTH OR INCORPORATED HEREIN; HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

Humboldt General Hospital Humboldt County Date September 22, 2020

Agenda item: OmniAire Air Filtration System

**Department: Facilities** 

**Request**: The facilities department is requested to purchase 4 OmniAire Air Filtration Systems.

**Justification:** To meet the demands of COVID-19 we have had to increase our bed capacity. One of the limiting factors has been the limited number of negative pressure respiratory isolation rooms. The OmniAire Air Filtration system is a piece of equipment that cleans the air circulating in the room with a HEPA filter and UVC light. The filtration system can also be connect to the HVAC system and convert the room to a negative pressure room. Purchasing 4 of the systems will give us the ability to care for 4 additional patients with COVID 19 or other respiratory illness. These machines will add capacity to care for COVID19 patients and prevent the spread of virus particles through the air.

HGH leadership became aware of a significant number of pregnant women on the McDermitt Reservation who were COVID19 positive. After using one of our negative pressure rooms on acute care to accommodate a delivery, we realized we could have an undesirable situation in which more than one COVID19 positive mom could go into labor at the same time. We had to emergently make the purchase of 4 OmniAire Filtration Systems to decrease this risk.

• **Cost to purchase**: \$34,484.76

• Other Costs:

• Service/Maintenance Agreement: N/A

Consumables:

**Recommendation**: Approve purchase of the OmniAire Air Filtration Systems at a price not to exceed \$35,500.00.

FROM: SHIP TO / BILL TO SAME GLN: 1100005167483

#### **HUMBOLDT GENERAL HOSPITAL**

118 EAST HASKELL STREET

**WINNEMUCCA, NEVADA 89445** 

Telephone 775-621-5712 \* Fax 775-625-8552

TO: SPYCOR	ENVIRON	MENTAL

1121 PARK WEST BLVD, STE B-183

TELEPHONE: TO THE FAX:

D/

DATE 7 / 29 /2020

**PURCHASE ORDER** 

Nº 217295

DELIVER TO:

SHIP TO / BILL TO (SAME) ACCOUNT#: 22809

5 8         OADI2         MYLAR FLEXIBLE DUCT, 12"DIA, 25"         49           6 4         CAIM2000-12         INTAKE MANIFOLD         116           7 4         OPF2416         PLEATED FILTER 16 x 24 x 2         19           8 4         OFP2518         PRIMARY (SECONDARY FILTER         99           9 4         OAH2418G         HEPA FILTER         29           10 8         QCW12         QUICK CLAMP         10           11 2         EG6000         8"X2" ANTEROOM ENCLOSURE         3,2	35.00 EA\$ 19,980 00 35.00 EA 3,190 00 3.95 EA 3.99 60
3 4   OAILOOPAC OMNIAIRE 11000PAC AIR FILT. SYSTEM 4,09   4 2   OGSC-M OMNIGUARD 5 PRESSURE RECORDER 1,59   5 8   OADI2   MYLAR FLEXIBLE DUCT, 12'DIA, 25' 49   6 4   CAIM2000-12 INTAKE MANIFOLD 1116   7 4   OPF2416   PLEATED FILTER 16 x 24 x 2 19   8 4   OFP2518   PRIMARY/SECONDARY FILTER 99   9 4   OAH2418G   HEPA FILTER 296   10 8   QCW12   QUICK CLAMP 19   11 2   EB6000   8'x2' ANTEROOM ENCLOSURE 3,25	75.00 EA 3,190 00 795 EA 399 60
2	75.00 EA 3,190 00 795 EA 399 60
4 2 OGSC-M OMNIGUARD 5 PRESSURE RECORDER 1,50 5 8 OADI2 MYLAR FLEXIBLE DUCT, 12'DIA, 25' 6 4 CAIM2000-12 INTAKE MANIFOLD 116 7 4 OPF2416 PLEATED FILTER 16 x 24 x 2 19 8 4 OFF2518 PRIMARY SECONDARY FILTER 9 9 4 OAH2418G HEPA FILTER 29 10 8 OCWIZ QUICK CLAMP 10 11 2 EB6000 8'x2' ANTEROCH ENCLOSURE 3,23	75.00 EA 3,190 00 795 EA 399 60
4 2 OGSC-M OMNIGUARD 5 PRESSURE RECORDER 1,50 5 8 OADI2 MYLAR FLEXIBLE DUCT, 12'DIA, 25' 6 4 OAIMOOOD-12 INTAKE MANIFOLD 116 7 4 OPF 2416 PLEATED FILTER 16 x 24 x 2 19 8 4 OFP 2518 PRIMARY/SECONDARY FILTER 99 9 4 OAH 2418 G HEPA FILTER 29 10 8 QCW12 QUICK CLAMP 10 11 2 EGGODO 8'X2' ANTEROCH ENCLOSURE 3,23	75.00 EA 3,190 00 795 EA 399 60
6 4 OAIM2000-12 INTAKE MANIFOLD  7 4 OPF2416 PLEATED FILTER 16 x 24 x 2 19 8 4 OFP2518 PRIMARY/SECONDARY FILTER 99 9 4 OAH2418G HEPA FILTER 29 10 8 QCW12 QUICK CLAMP 19 11 2 EG6000 8'x2' ANTEROOM ENCLOSURE 3,2	
6 4   OAIM2000-12 INTAKE MANIFOLD   116   7 4   OPF2416   PLEATED FILTER 16 x 24 x 2   19   8 4   OFP2518   PRIMARY/SECONDARY FILTER   99 4   OAH2418G   HEPA FILTER   29   10 8   QCW12   QUICK CLAMP   10   11 2   EG6000   8'x2' ANTEROOM ENCLOSURE   3,25	
7 4 OPF2416 PLEATED FILTER 16 x 24 x 2 19 8 4 OFP2518 PRIMARY/SECONDARY FILTER 99 9 4 OAH2418G HEPA FILTER 29 10 8 QCW12 QUICK CLAMP 19 11 2 EG6000 8'x2' ANTEROOM ENCLOSURE 3,2	0.85 FA 467 40
9 4 OAH2418G HEPA FILTER 294 10 8 QCW12 QUICK CLAMP 19 11 2 EG6000 8'X2' ANTEROOM ENCLOSURE 3,2	1.95 EA 79 80
10 8 QCW12 QUICK CLAMP 19 11 2 EG6000 8'x2' ANTEROOM ENCLOSURE 3,2	1.00 EA 3960
11 2 EGGODO 8'X2' ANTERCON ENCLOSURE 3,2	9.00 EA 1,196 00
2 COULT 012 ANTERUM ENLUSURE 5,25	195 EA 159 60
	46° EA 6,49200
12 INCLUDES 24 CLOSURE STRIPS	
13 2 4' PANELS	
14 2 2' PANELS	
15 2 2' PANELS WI PORTS	
16 2 48' PANEL W/ 44" DODRS	
17 4 HINGED CORNERS	
18 2 PANEL CARTS	
19	\$32360 40
20 SHIPPING & HANDLING	2,12436
21	
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	\$34A847b
IMPORTANT OUR ORDER NUMBER MUST APPEAR ON INVOICES, PACKAGES AND CORRESPONDENCE ADVISE US IF UNABLE TO DELIVER BY DATE REQUIRED  CAPITAL PURCHASE BOARD APPROVED FAXED	1/59/2020 lore



#### INVOICE

Date: Order#: 07/14/2020 29406

Bill To: (Customer ID#22809) Ship To:

Humbolt General Hospital Duane Grannis 118 E. Haskell Street Winnemucca, NV 89445 United States 775-304-3734 grannisd@hghosptial.org Humbolt General Hospital Duane Grannis 118 E. Haskell Street Winnemucca, NV 89445 United States 775-304-3734

Payment Method: Shipping Method:

Product Quote; Good for 30 Days Standard Freight

Code	Description	Qty	Price	Total
OA1600PAC	OmniAire 1600PAC Air Filtration System with HEPA 99.99% @ 0.3 Micron with UV Light (200-1,600 CFM)	4	\$4,995.00	\$19,980.00
OG5C-M	Omniguard 5 Cellular Differential Pressure Recorder	2	\$1,595.00	\$3,190.00
OAD12	Mylar Flexible Duct, 12" dia., 25 ft., wire reinforced	8	\$49.95	\$399.60
OAIM2000-12 Intake Manifold, durable ABS plastic, Size: 26"x20" with 12" dia. ring for flex duct		4	\$116.85	\$467.40
OPF2416	Pleated Filter 16 x 24 x 2 MERV 11 for OA1600PAC	4	\$19.95	\$79.80
OFP2518	Primary/Secondary filter, two-stage poly, 25"x 20"x 1.5", qty. 20	4	\$99.00	\$396.00
OAH2418G	HEPA Certified filter, 99.99% @ 0.3 micron, metal frame, Size: $24 \times 18 \times 12$	4	\$299.00	\$1,196.00
QCW12	Quick Clamp, 10-12" dia., stainless steel, worm drive, quick adjust	8	\$19.95	\$159.60
EG6000	$8' \times 2'$ Anteroom Type Enclosure with Adjustable Panels - $7'$ - $10"$ - $10'$ - $0"$	2	\$3,246.00	\$6,492.00
^ EG3003	Closure Strips	24	\$0.00	\$0.00
^ EG4000	4' Panel Assembly	2	\$0.00	\$0.00
^ EG4002	2' Panel Assembly	2	\$0.00	\$0.00
^ EG4002.1	2' Panel Assembly with HEPA Filtered Air Discharge Port	2	\$0.00	\$0.00
^ EG4003	48" Panel with 44" Door - Lever Style Lockset	2	\$0.00	\$0.00
^ EG4004	Hinged Corner Assembly	4	\$0.00	\$0.00
^ EG4011	Panel Transport Cart	2	\$0.00	\$0.00

Subtotal: \$32,360.40

Tax: \$0.00

Shipping & Handling: \$2,124.36

Grand Total: \$34,484.76

#### **IMPORTANT**

<sup>\*</sup>Please inspect carton's/containers for any visible or outward signs of damage and report to the carrier and to Spycor LLC immediately. Please open product immediately upon receipt and notify the shipper and Spycor LLC of any damage that may have been caused during shipping.

<sup>\*\*</sup>Sales for negative air machines and PAC machines are considered final.

<sup>\*\*\*</sup>All Sales Final: Equipment and consumables purchased from Spycor used for COVID-19 response are considered final. Spycor

LLC will respect all manufacturer warranties.

#### Spycor LLC. 1121 Park West Blvd. Suite B-183, Mt. Pleasant, SC 29466 Phone: (877) 293-0784 support@spycor.com

#### **EMPLOYMENT AGREEMENT**

THE EMPLOYMENT AGREEMENT (the "Agreement") is made the day of, 20, by and between HUMBOLDT GENERAL HOSPITAL DISTRICT (the			
District) and LACY FETTIC, MD (hereinafter referred to as "PHYSICIAN"):			
BACKGROUND			
HUMBOLDT COUNTY HOSPITAL DISTRICT operates Humboldt General Hospital (hereinafter referred to as "HGH"), an acute care medical facility, and the Hospital Clinic, medical clinics offering the professional services of health care providers, in Winnemucca, Humboldt County, Nevada. The District desires to employ PHYSICIAN, and PHYSICIAN desires to be employed by the District, on the terms and conditions set forth herein.			
AGREEMENT			
NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the parties mutually agree as follows:			
1. <b>Employment</b> : The District desires to employ the services of Lacy Fettic as Supervisor of the Rural Family Residency Program. The relationship created under the Agreement is that of employer and employee.			
2. <u>Term</u> : Subject to the following terms and conditions, the District hereby employs PHYSICIAN to perform the services contemplated by the Agreement on behalf of the District for a period of three years commencing on, 20, unless the Agreement is terminated pursuant to one or more provisions set forth in Section 10.			
3. General Duties of Physician:			
(a) PHYSICIAN shall provide those services described herein, and those services described in Addendum A attached hereto, in furtherance of her duties as Supervisor of the Rural Family Practice Residency Program. It is understood that the position of PHYSICIAN is a salaried exempt position under the Fair Labor Standards Act.			
PHYSICIAN shall work forty (40) hours per week in her position as Supervisor of the Rural Family Residency Program, most commonly four (4) ten (10) hour shifts. PHYSICIAN shall, in her discretion, allocate her time in such a manner as to devote sufficient time and resources to precepting residents, caring for patients, and completing all required residency related administrative duties. PHYSICIAN shall be available to cover call for pediatrician, to provide newborn services, as needed, while on vacation or sick, not to exceed eight (8) weekends			

per year

PHYSICIAN shall render such services in accordance with the highest ethical and medical standards and practices of the community, and in such manner and upon such terms and conditions as the District shall from time to time fix and determine. PHYSICIAN shall render medical care in accordance with (i) any and all directives of medical staff of the District; (ii) all policies, procedures, bylaws, rules and regulations adopted by the District, including, but not limited to, the District's Code of Conduct; (iii) all applicable federal, state and local laws; and (iv) all rules and regulations of the health care facilities at which the District conducts its practice. In the event a conflict arises between the instructions or directives of medical staff and any written policies or procedures adopted by the District, the instructions and/or directives of medical staff shall supersede any such written policies or procedures and any terms set forth in the Agreement.

(b) Patient and Records of District: PHYSICIAN shall promptly prepare, in accordance with generally accepted medical practice, the policies and procedures adopted by the District, and such direction as the District may provide, accurate records, reports and histories of all examinations, procedures, and other professional services rendered by PHYSICIAN (collectively "Records") hereunder. All such Records shall be prepared using the District's designated electronic medical records program.

PHYSICIAN shall complete all clinical notes within thirty-six (36) hours of the provision of services provided to the patient. PHYSICIAN shall complete and document her review of the results of any and all diagnostic tests within one (1) business day of the provision of services to the patient. PHYSICIAN shall complete and document her review of correspondence from any and all other medical care providers of the patient within one (1) business day of her receipt of same. PHYSICIAN shall complete all transcriptions within one (1) business day of the provision of services to the patient. These policies pertaining to the timely completion of all Records are subject to change based upon operational or legal requirements in the sole discretion of the District. Any revisions to such policies shall not require an amendment to the Agreement and PHYSICIAN will abide by any such revisions.

Failure of the PHYSICIAN to abide by, and follow, the District's policies relating to the timely completion of Records shall permit the District to withhold 10% of the aggregate pre-tax compensation due to PHYSICIAN. In addition, failure of PHYSICIAN to meet the required level of documentation and coding standards of the District may result in one or more of the following: (1) PHYSICIAN's required participation in education or instruction on the subject matter; (2) pre-bill or concurrent review of PHYSICIAN's claims by District Administration for coding accuracy; or (3) additional audits.

All Records shall be and remain the sole property of the District, subject to patients' rights to obtain copies of such records as required by applicable federal, state and local laws. PHYSICIAN shall have no rights to such records, files, information or work product, or to copies thereof, except as may be required by law or the Agreement.

PHYSICIAN shall maintain any and all other administrative records as required by the District's policies or any applicable federal, state or local law, including, but not limited to, records reflecting the amount of time devoted by PHYSICIAN to office related management and administrative duties.

PHYSICIAN shall retain a copy of all Records created, maintained or acquired during or through her employment with the District for a period of six (6) years. PHYSICIAN shall provide the District with access to all Records of whatever kind, created, maintained or acquired during or through her employment with the District upon the District's request if necessary for any reason related to regulatory or audit compliance. PHYSICIAN shall provide notice to the District within five (5) business days of her receipt of any notice related to an audit of the PHYSICIAN concerning any services provided pursuant to the Agreement.

The District shall retain a copy of all Records created by, or related to, the work of PHYSICIAN for the District for a period of six (6) years and shall make copies of said Records available to PHYSICIAN during that time period.

- (c) <u>Billing Records and Codes</u>: In addition to her compliance with the District's Records policy set forth in Section 3(b), PHYSICIAN shall strictly comply with all District policies and procedures related to coding and charge submission requirements. The District shall provide PHYSICIAN with codes for services to be provided under the Agreement and PHYSICIAN agrees to provide proper codes at the time services are rendered. The District shall provide PHYSICIAN with instruction concerning all coding and/or billing policies and procedures utilized by the District.
- (d) Notice Requirements: PHYSICIAN shall notify District in writing, within five (5) business days of receipt of such notice, of any investigation by or of PHYSICIAN which could result in (i) loss, restriction, or suspension of PHYSICIAN's license to practice medicine and/or pharmacy in the State of Nevada or PHYSICIAN's DEA permit; (ii) exclusion from participation in Medicare, Medicaid, or under any third party payer or managed care company; (iii) loss of PHYSICIAN's insurability for professional liability insurance; or (iv) any action that is threatened, initiated, or taken against PHYSICIAN by any other health care facility, provider or organization.
- (e) <u>Professional Obligations</u>: In addition to the provisions of the Agreement, PHYSICIAN shall have the following professional obligations and represents and warrants as follows:
- (i) PHYSICIAN shall be qualified and licensed to practice medicine in the State of Nevada and shall maintain said licensure at all times during the term of the Agreement;
- (ii) PHYSICIAN shall achieve and maintain appointment to the medical staff at HGH;

- (iii) PHYSICIAN shall maintain certification by the American Board of Family Medicine;
- (iv)PHYSICIAN shall obtain and maintain a Drug Enforcement Agency registration to prescribe, without limitation or restriction, controlled substances as are customarily needed by PHYSICIAN:
- (v) PHYSICIAN is eligible to participate in Medicare and Medicaid and has never been denied participation in either program nor been charged with any violation of either program. PHYSICIAN will abide by all procedures, practices, and administrative regulations promulgated by Medicare or Medicaid or any other insurance provider or program in which the District participates.
- (vi)PHYSICIAN will cooperate with the District with respect to any and all internal and/or external audits conducted by, or related to, services of PHYSICIAN or the care of District patients and will carry out any corrective action recommended as a result of any such audits.
- (vii) PHYSICIAN will provide the Rural Residency Related Duties more fully described in Addendum No. 1 attached and incorporated herein.

#### 4. **Duties of District**

(a) General Duties of District: The District shall provide management of all operational aspects of the practice. The services shall include facilities, administration, accounting, personnel management, accounts payable and receivable and the collections thereof, material management and purchasing, payroll, maintenance and housekeeping. Overall practice management will be provided under the general supervision of the HGH CEO or of the person designated by the Hospital Board of Trustees. The District shall provide facilities, including office space, equipment and supplies, necessary for PHYSICIAN to provide those services required of Supervisor of the Rural Family Practice Residency Program in the usual and customary manner of the profession.

#### 5. Compensation

(a) In exchange for PHYSICIAN's services in accordance with the Agreement, PHYSICIAN shall be paid a base salary of Three Hundred Fifteen Thousand Dollars (\$315,000.00) with said salary subject to adjustment depending upon the terms of any retirement plan selected by PHYSICIAN. PHYSICIAN's base salary shall be divided equally over 26 pay periods and PHYSICIAN shall be paid biweekly based upon the District's regularly scheduled payroll dates. PHYSICIAN shall receive a Twenty Five Thousand Dollar (\$25,000.00) signing bonus, subject to all applicable taxes, payable within the first 30 days of employment. In the event PHYSICIAN's employment ends prior to her one year anniversary, or if PHYSICIAN's

status changes from full-time to part-time prior to her one year anniversary, PHYSICIAN will be obligated to repay the District for said signing bonus on a pro-rata basis over a 12 month period (1/12<sup>th</sup> of the signing bonus for every month of employment less than one year). Monies are not subject to repayment if PHYSICIAN is terminated by District, for no cause, prior to the end of 12 month period.

The compensation established by the Agreement is consistent with the fair market value of the PHYSICIAN services provided and was reached through arms' length negotiations between the parties to the Agreement. The compensation is not intended to relate to, and does not take into account, the volume or value of any referrals or business otherwise generated for or between the parties for which payment may be made in whole or in part under Medicare, Medicaid, or any other federal or state health care program, or under any third party payor program.

#### (b) **Benefits/Fees Allowances/Expenses**

- (i) The District shall contribute the Employer share of the State of Nevada Public Retirement System ("PERS") plan selected by PHYSICIAN in accordance with PERS rules and regulations then in effect.
- (ii) PHYSICIAN shall be entitled to Paid Time Off accumulated at 9.2308 hours every two weeks. The maximum accumulation of Paid Time Off under the Agreement is 240 hours. Except in case of emergency, the PHYSICIAN is expected to provide advanced notice of the use of Paid Time Off to the Chief of Staff of HGH. PHYSICIAN may buy out unused Paid Time Off at a maximum of 80 hours per year and accrued Paid Time Off will be paid at the conclusion of PHYSICIAN's employment with the District.
- (iii) PHYSICIAN shall be entitled to \$1,500.00 per month for housing costs for a maximum of three months.
- (iv) PHYSICIAN is eligible for, and the District will pay, health, dental, vision, prescription drug and life insurance benefits in the same manner as is applicable to other employees of the District.
- (v) On an annual basis, PHYSICIAN shall receive paid time off for each day of continuing education classes at the following conferences: AAFP Residency Program/Solutions/Program Directors' Workshop in Kansas City, Missouri and the winter/summer Nevada Academy of Family Physicians Conference. Reimbursable expenses for these conferences include: conference registration; business or economy class airfare; mileage to airport/conference; rental car; parking; lodging; and three meals per day for PHYSICIAN. The District will reimburse PHYSICIAN for these expenses upon presentation of receipts to District Administration within thirty (30) days of the time

- PHYSICIAN incurs said expenses. Should PHYSICIAN not incur expenses described herein up to the maximum amount noted within one year (i.e. by her anniversary date each year), any unused funds will not be carried over to the next year of the Agreement.
- (vi) The District will pay professional license fees, DEA fees and medical staff dues on behalf of PHYSICIAN.
- (vii) The District will reimburse PHYSICIAN for other travel and business related expenses for travel from the District's facilities associated with PHYSICIAN's required duties and as requested by Administration. Receipts for any such expenses must be presented to District Administration within thirty (30) days of the time PHYSICIAN incurs such expenses.
- (viii) The District will provide relocation assistance to PHYSICIAN in the amount of \$10,000.00, net of all applicable taxes. Payment will be made to PHYSICIAN within the first thirty (30) days of employment. If PHYSICIAN separates from employment with the District less than one year from the effective date of the agreement, PHYSICIAN will be required to reimburse the District for any such relocation reimbursements on a pro-rata basis (1/12<sup>th</sup> of the reimbursed expenses for every month of employment less than one year). Monies are not subject to repayment if PHYSICIAN is terminated by District, for no cause, prior to the end of 12 month period.
- (ix) The District will pay professional dues and subscriptions of PHYSICIAN up to \$2,000.00 per year of the Agreement. Any unused funds will not be carried over to the next year of the Agreement.
- 6. Professional Liability Insurance: Professional liability insurance shall be maintained by the District for PHYSICIAN in amounts required by the District's professional staff policies, but not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. The insurance is obtained on a claims-made basis and provides for continuation of "tail coverage" after termination of services hereunder for as long as HGH continues to maintain professional liability coverage from its current insurance providers. PHYSICIAN shall promptly notify the District of any claim, or threatened claim, based on services rendered by PHYSICIAN, under

PHYSICIAN's supervision, or at the District's facilities. PHYSICIAN shall cooperate fully with the District and its insurers in investigation, defense, and other disposition of such claims. If PHYSICIAN ceases to be covered by the District's professional liability insurance, then PHYSICIAN shall obtain and maintain the required professional liability coverage at PHYSICIAN's expense.

- 7. <u>Taxes/Withholding</u>: The District will withhold appropriate taxes and PERS contributions and any other fees and taxes related to compensation and allowances (which may be defined as benefits under IRS rules) as required by federal and state laws relating to employees.
- 8. <u>Billing:</u> PHYSICIAN assigns to the District all right, title and interest to payment from, or on behalf of, any patients or other recipients of professional services rendered by PHYSICIAN during the term of the Agreement. PHYSICIAN shall execute any and all documents that may be necessary to effect the assignment. District shall determine the fee schedule for PHYSICIAN's services and PHYSICIAN shall not waive or compromise any payment, deductible, or copayment for any services rendered under the Agreement. District shall retain all amounts received or collected for PHYSICIAN's services rendered pursuant to the Agreement.
- 9. Confidentiality: PHYSICIAN shall maintain the confidentiality of all patient care information and of all District Facilities and District business and financial data, patient lists, and other trade secrets and confidences. PHYSICIAN shall follow appropriate procedures to ensure that patient confidentiality rights are not abridged in accordance with applicable state and federal confidentiality laws and regulations. PHYSICIAN shall at no time during or after her employment with the District communicate in any way to any person or entity, any proprietary business or trade secrets of District unless such information is reasonably available to the general public from third party sources that PHYSICIAN knows are not under any obligation to refrain from divulging such information.

#### 10. Termination:

#### **For Cause Termination by District:**

- (a) The Agreement shall immediately terminate, and the employment relationship between PHYSICIAN and the District shall be deemed severed, upon the occurrence of any of the following events:
  - (i) In the event of the death of PHYSICIAN during the term of the Agreement.
  - (ii) PHYSICIAN's failure to obtain within a reasonable period of time, or the voluntary or involuntary suspension, revocation or cancellation of, PHYSICIAN's: (A) license to practice PHYSICIAN's profession in the State of Nevada; (B) appropriate medical staff privileges at those hospitals or facilities necessary for PHYSICIAN to perform her duties under the

Agreement, if any; (C) status as a participating provider with any payor program, any insurance company, preferred provider organization, health maintenance organization or any other third party payor as requested by District and/or the failure to have such status reinstated within thirty (30) days; or (D) DEA registration number to prescribe, without limitation or restriction, controlled substances as are customarily needed by PHYSICIAN to engage in the practice of

PHYSICIAN's specialty and the failure to have such status reinstated within thirty (30) days. In the event PHYSICIAN appeals one or more of the preceding events and is unable to render services or bill lawfully for services rendered, PHYSICIAN shall be suspended from rendering services under the Agreement, without compensation, pending the outcome of PHYSICIAN's appeals.

- (iii) The imposition of any restrictions or limitations by any governmental authority having jurisdiction over PHYSICIAN to such an extent that PHYSICIAN cannot engage in the professional practice for which PHYSICIAN was employed.
- (iv) PHYSICIAN fails or refuses to faithfully and diligently perform the usual and customary duties of PHYSICIAN's employment and adhere to the provisions of the Agreement.
- (v) PHYSICIAN fails or refuses to comply with the reasonable policies, standards and regulations of the District which from time to time may be established.
- (vi) PHYSICIAN conducts herself in an unprofessional, unethical or unlawful manner, or is found guilty of unprofessional, unethical or unlawful conduct by any board, institution, organization, professional society or court of law having any privilege or right to pass judgment upon or regulate the conduct of PHYSICIAN.
- (vii) PHYSICIAN fails to maintain appropriate Records for professional services rendered.
- (viii) PHYSICIAN is unable to maintain medical malpractice coverage for any reason in accordance herewith.
- (ix) PHYSICIAN conducts herself in an inappropriate manner with the office staff, hospital or Long Term Care facility personnel or patients and/or their families, which conduct damages the reputation or adversely affects the best interests of the District.
- (x) District discharges PHYSICIAN for reasonable cause. For the purposes of Agreement, "reasonable cause" shall mean misconduct by the PHYSICIAN not otherwise enumerated in subparagraphs 9(a)(ii) through (ix) above.
- (xi) PHYSICIAN becomes Disabled (as hereinafter defined) during the term of the Agreement for a period of one hundred twenty (120) days in any twelve (12) month period. For the purposes of the Agreement, PHYSICIAN shall be deemed "Disabled" if an accident, illness or condition, mental, emotional or physical, prevents PHYSICIAN from substantially performing the services that PHYSICIAN performed for District immediately prior to the accident or the inception of the illness or condition. If there is any dispute concerning whether PHYSICIAN is

"Disabled" within the meaning of the Agreement, such fact shall be determined by a medical doctor selected by the District.

#### **Termination by PHYSICIAN:**

- (b) Upon a material breach of the Agreement by the District, PHYSICIAN shall provide notice to the District of PHYSICIAN's intent to terminate the Agreement as a result thereof. The District shall have a period of thirty (30) days from the date of such notice to cure any alleged breach to the reasonable satisfaction of PHYSICIAN, and, if not so cured, PHYSICIAN's employment with the District shall terminate immediately upon the expiration of such notice.
- (c) <u>Termination Without Cause</u>: Notwithstanding any of the provisions of Section 10(a), this Agreement may be terminated by either party, at any time and without cause, by giving ninety (90) days prior written notice of the District's or PHYSICIAN's intention to terminate the Agreement.
- (d) <u>Subsequent Agreement</u>: The Agreement shall immediately terminate upon the execution of a subsequent employment agreement between PHYSICIAN and the District.
- 11. **Governing Law:** The Agreement shall be interpreted in accordance with the laws of the State of Nevada.
- 12. Non-Compete Clause: Because of the special skills and information which would be gained by PHYSICIAN through employment with the District, upon expiration of the Agreement, or following separation of PHYSICIAN's employment with the District, PHYSICIAN agrees she shall not maintain or be employed in the practice of medicine within a seventy-five (75) mile radius of the District's facilities in Winnemucca, Nevada for a period of one (1) year. The prohibition will not apply if the Agreement is terminated because the District violated the terms of the Agreement.
- 13. <u>Non-Discrimination</u>: PHYSICIAN shall not discriminate against any patient, District employee, District contractor or any other individual with whom the PHYSICIAN comes into contact by reason of the duties performed pursuant to the Agreement because of race, color, ethnicity, ancestry, creed, national origin, religion, age, sex, sexual orientation, gender identity, veteran's status or disability. PHYSICIAN shall review, abide by, and be subject to, all anti-discrimination and/or anti-harassment policies set forth in the District's personnel policies.
- 14. **Release:** Upon termination of the Agreement and upon acceptance of all compensation for services performed, PHYSICIAN shall be deemed to have voluntarily released and discharged the District, the Board of Trustees of the District, the Hospital, the Long Term Care facility, and their officers, directors, employees, agents, and successors and assigns,

- individually and collectively, and in their official capacity, from any and all liability arising out of the Agreement or from PHYSICIAN's providing of services under the Agreement.
- 15. **Entire Agreement:** The Agreement constitutes the complete and full agreement and understanding of the parties hereto with respect to the subject matter set forth herein or necessarily implied hereby and supersedes all prior agreements, whether written or oral, by and between the parties.
- 16. <u>Modifications and Amendments</u>: Except as otherwise provided, the Agreement shall not be modified, unless in writing signed by all parties, and expressly stating that it is an amendment of the Agreement.
- 17. <u>Waiver</u>: Either party may waive performance by the other party of any duty or responsibility required hereunder in writing, but any waiver by such party of a breach or violation of any provision of the Agreement by the other party shall not operate, or be construed as, a waiver of any subsequent breach or violation by the other party.
- 18. **Severability:** If any provision of the Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the provisions of the Agreement, all of which are hereby declared severable.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed effective on the date noted above:

DISTRICT:	PHYSICIAN:		
JOANN CASALEZ	LACY FETTIC, MD		
CHAIRMAN			

#### ADDENDUM A

In addition to all duties and obligations set forth in the Employment Agreement entered into by and between the District and the Physician on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2020, Physician's duties and obligations as Supervisor of the Rural Family Residency Program shall include all of the following:

- 1. Physician shall assist the Chair and Rural Residency Director in planning, organizing, and implementing the educational program for undergraduate and graduate training in the Family Medicine Department and the Residency Program to maintain ACGME accreditation;
- 2. Physician shall work collaboratively with the Rural Residency Site Coordinator and rural residency faculty of the District;
- 3. Physician shall achieve and maintain appointment in the UNLV School of Medicine Department of Family and Community Medicine.
- 4. Physician shall fulfill the position of Medical Director Rural Residency Clinic and shall: (1) ensure ACGME standards for rural residency training are implemented within the outpatient clinic in conjunction with HGH Rural Health Clinic standards and all applicable accreditation and state requirements and (2) supervise, directly and/or indirectly, the medical students and residents while they carry out their duties in the outpatient clinic as assigned.
- 5. Physician shall act as a faculty advisor to assigned PGY 2 and PGY 3 residents and such duties shall include reviewing evaluations, developing individualized educational plans, and providing advice to residents concerning electives and career plans as delegated by the Program Director.
- 6. Physician shall oversee research/scholarly/QI activities for the PGY 2 and PGY 3 residents as assigned by the Program Director through collaborative decisions (maintains CITI certification).
- 7. Physician shall participate in residency activities, including, but not limited to, Clinical Competency Committee, Program Evaluation Committee, Faculty Meetings, Recruitment Committee (application review, interviews, selection process) and Didactics.
- 8. Physician shall be involved in curriculum rotations as assigned by Program Director through collaborative decisions.
- 9. Physician shall serve as the contact person for teaching attendings on the HGH Medical Staff in assigned curricular areas.

- 10. Physician shall assist Program Director and Rural Residency Site Coordinator in educating teaching attendings and implementing processes to meet requirements such as evaluations of residents.
- 11. Physician shall act as liaison for the residency to the HGH Medical Staff, including representing the residency at the Medical Staff Meetings.
- 12. Physician shall role model Family Medicine clinical practice caring for her own patients.
- 13. Physician shall demonstrate a positive attitude about the University of Nevada Las Vegas and its programs and services and shall convey this positive attitude to patients, coworkers, residents and the District's community.
- 14. Physician shall attend Continuing Medical Education activities so as to maintain and improve knowledge related to clinical care and residency.



#### **Transmittal Request**

Date:

July 24, 2020

To:

Karen Cole, Interim CEO

From:

Mike Sheppard, Owner's Representative

Subject:Kitchen Exhaust Fan Replacement and Associated Works

Herewith please find the proposal from Sletten Construction of Nevada, Inc. for the above referenced project. The Board previously approved two hundred thousand dollars for this work. Initially \$50,000 before discovery and schematic design. Then \$150,000 following schematic design.

We are currently requesting an additional \$50,000 to be budgeted thus a total of \$250,000. Attached is Sletten's Proposal based upon the CTA design drawings dated June 24, 2020.

I will be in attendance at the meeting to address any questions.

SLETTEN CONSTRUCTION OF NEVADA, INC.

NV LIC. 23972

Sletten Construction of Nevada, Inc. 600 S. Las Vegas Blvd., Suite 700 Las Vegas, Nevada 89101 Telephone (702) 739-8770 Fax (702) 739-9932 July 23, 2020

Michael Clay Corporation 410 E. Minor St. Winnemucca, NV 89445 Attn: Mike Sheppard

RE: Kitchen Exhaust Fan Replacement Humboldt General Hospital

Dear Mr. Sheppard,

Sletten Construction of Nevada (SCN) is pleased to submit this budget estimate for your review.

This budget was based on the following documents:

Drawings dated June 24, 2020 issued by CTA.

The list of clarifications and assumptions made by SCN to arrive at this GMP are:

- Costs for weekend and off-hours work were not included.
- Estimated duration is 6-weeks with work starting in early to mid November.
- A contingency budget was included for unknowns with existing conditions above ceiling.
   Additional funds will need to be allocated for the work if items encountered exceed this contingency amount. If encountered items are under the contingency amount, the remaining funds will be credited back to the Owner.
- The ceilings in the Dietary and Dish room areas will be removed and replaced with new ceiling grid and tile.
- New lighting was included in the new ceiling areas for the Dietary and Dish rooms.
- The budget line item for the fire sprinkler head replacement in the Dietary and Dish Room is an estimate only with actual costs being established when final scope is identified.
- All permit and plan review fees, general building and subcontractor fees, were not included and are to be reimbursed by the Owner.
- All tap and utility fees were not included and are to be paid by the Owner.
- All temporary gas, electric, and water fees and meter/usage charges were not included and are to be paid by the Owner.

A budget has also been provided to repair the existing make-up air unit in the kitchen. Once further design information has been provided a budget for replacing this unit can be provided.

Please let us know if you have any questions or need any additional information on this budget estimate.

Sincerely,

**SLETTEN CONSTRUCTION OF NEVADA** 

Rill Suarb

Senior Project Manager

# Kitchen Exhaust System Replacement Estimate Humboldt General Hospital

Ву	Item	Base
SCN	ICRA	\$3,161.55
SCN	General Conditions	\$32,320.00
Sttructures	Add Roof Frames for Exhaust Fans	\$9,800.00
Western Single Ply	Patch New Roofing Pentrations	\$8,760.00
Summit	R&R existing ceiling needed for work and replace with new ceiling.	\$15,610.00
Allowance	Fire Sprinkler - Replace heads (830 SF)	\$3,320.00
RHP	Plumbing/HVAC per attached scope	\$89,691.00
Drake	Electrical for new exhaust fans	\$9,783.00
Drake	New Lighting in Dietary Area	\$17,670.00
	Subtotal:	\$ 190,115.55
	Sletten OH&P (15%):	\$28,517.33
	Contingency:	\$20,000.00
	Total:	\$238,632.88



# Structural Steel Proposal

Job Name: Humboldt General Hospital Address: Pharmacy & P.T. Remodel

Winnemucca, NV

Building: Remodel of existing building.

Drawings: By CTA dated 6/4/20

Prevailing wage rates have been used for this project

Supply & Installation of Structural Steel (BASE BID): \$9,800.00

#### Scope

Structural Steel: (05120) - Supply & Installation of Structural Steel.

(3) Roof Opening per 3/S103

#### Exclusions:

- Galvanizing or high-performance coatings of structural steel and misc. metals, we will provide steel with one coat of our stand rust inhibitive primer. U.N.O.
- Demo or modification to existing CMU Walls.
- Field Measuring
- Ornamental iron, fence or fence material, gage material, aluminum, stainless steel, powder coating, hot dipped galvanizing, trench drains, column covers, **grout**, installation of grout, surveying.
- Field touch up of paint.
- Installation or layout of material to be embedded into concrete walls, concrete footings, concrete flatwork, "tilt-up panels", CMU walls, etc. (Embeds, ETC)
- Installation or welding of/on any metal stud or metal stud accessory.
- Shoring for other trades.
- Any other item not mentioned in this proposal

## General Provisions:

- STTructures reserve the right to reprice project once final building design has been completed
- GC to safe off all electrical, plumbing, gas, utilities, etc.
- GC to assume responsibility for any delays caused by submittals not returned in a timely matter.
- GC to provide sanitary facilities for STTructures Employees.
- During work, no one may work above or below STTructures Employees.
- General contractor to pay for any inspections.
- GC to provide Trash dumpsters to be provided on site for STTructures refuse.
- General contractor to notify STTructures in writing its intent for take control of any temporary guardrails.
- General contractor to notify STTructures in writing of any and all anchor bolt modifications or repairs prior to the commencement of steel erection.
- General contractor to notify STTructures in writing prior to the commencement of any erection activities that the concrete in the footings has achieved the proper strength and specification.
- General contractor must provide and maintain access roads, for STTructures, into and through the site and that are adequate
  for safe delivery and movement of derricks, cranes, trucks, other necessary equipment and, any materials to be erected.
- General contractor to provide STTructures with adequate space; for the safe storage of materials and the safe operation of
  equipment. This area is to be firm, properly graded, drained and, readily accessible to the work.
- After initiation of contract G/C to provide two sets of FOR CONSTRUCTION plans to STTructures. As well as any other
  information required to fabricate or install items.
- GC to provide field verification measurements and verification of quantities.

7/23/2020 1 of 2 HGH Pharmacy

- GC to set one leveling nut to correct elevation at each column. GC to ensure all anchor bolt groups and footings are at correct
  elevation and locations, STTructures is not responsible for any delays due to incorrect placement of anchor bolts by GC's
  concrete sub-contractor. All nuts are to be free spinning on anchor bolts, you should be able to spin nut with no effort by hand.
  Anchor bolts and top of footings are to be free from any debris, dirt, trash, etc. If threads are damaged or contain and
  obstructions (i.e. concrete, tape, burs, rust, mud, etc.), STTructures will back charge (\$135 per hour) stand by time per man,
  while corrections are made by others.
- Standard back charge rate of \$135 per hour per man plus equipment cost will apply to all out of scope repairs, field fabrication
  of missing items, repair of incorrect fabricated items, delays caused by others, etc.
- Erection area and building area to be free from any trenches, holes, piles of dirt, material for other trades, equipment for other trades, other tradesmen, etc.; GC to coordinate with STTructures foreman prior to allowing any trades access to building.
- All stakes, rebar or, any other item that can cause impalement to have OSHA approved caps installed on them, the entire
  duration of the project.
- GC to provide construction schedule. STTructures shall be notified at minimum of (14) fourteen days prior to the need of STTructures on site, for commencement of steel errection
- This proposal is valid for 5 business days.

## Terms

Payment must be delivered, postage pre paid, to our facility at 5224 US Hwy 50 East, Carson City, NV 89701. All invoice amounts are due in full within 30 days of invoice date. A discount of 5% may be taken on payment received with in 7 days of invoice date. Amounts not paid within 30 days are subject to a finance charge of 1-1/2% monthly interest rate, compounded daily. No retention allowed. Should legal proceedings be required to enforce this proposal, the prevailing party shall be entitled to courts costs, collections costs and or legal fees. This proposal is to become part of the sub-contract agreement.

Approved By: Clayton David STTructures Inc.	Approved By:
X	X

NV Contractors License # 0078919 ID Contractors License # RCE 35477

# WESTERN SINGLE PLY

1560 Industrial Way Sparks, NV 89431 Phone (775) 356-1173 Fax (775) 356-1298 Nv Lic #0033396

# **FAX QUOTATION**

Project: HGH Pharmacy & PT Remodel: RFQ #001 - CE #054 - Kitchen Exhaust

Per Section: PVC Single Ply Roofing

Project size: Repairs

Bid Date/Time 4/23/2020

Sent By: Gabe Silverberg

We are pleased to quote <u>\$8,760.00</u> to furnish all labor, materials, equipment, taxes and fees to install roof assembly on subject project listed above.

#### **INCLUSIONS:**

# -Single Ply Roofing

-Repair of existing roof system at location of new roof top equipment as shown on sheet A104 & M105 -Match existing single ply roof system

#### **EXCLUSIONS:**

- -General sheet metal work including but not limited to HVAC & plumbing components, counter flashing, reglets, coping cap, pipe supports, or any other sheet metal items not specifically listed above
- -Equipment supports, pipe supports or wood nailers
- Demo, deck repair, MEP or temporary roofing
- -Repair of existing roofing other than within 12" of new equipment curb
- -Protection of finished roof system from damage by other trades
- -Back charge rate of \$75.00 per patch plus travel time with a \$350.00 minimum charge
- -Excludes interior damage repairs or mold remediation due to roof leaks resulting from damage by others

This bid is based on one move-in per housing unit, G.C. to provide 240 Volt/50 AMP dedicated power to roof deck for our own use. Roof deck to be swept clean of all debris and all structural crickets to be installed prior to WSP being brought onto site. All plumbing, electrical, and equipment penetrations to be installed and up through roof deck prior to WSP being brought on site. Other trades are responsible to fully protect the installed roof system from damage. This includes overlaying new roof with tarps, plywood, visqueen, etc. at their own expense. No warranties or guarantees shall be given until WSP has received 90% payment. Upon acceptance of this bid proposal this bid shall become a part of the contract documents. Bid limit: \$5,500,000.00



# **HGH Kitchen Exhaust**

Mechanical Proposal July 23, 2020 RHP Mechanical Project No. 7591.0

Proprietary and Confidential Property Of RHP Mechanical Systems.

Prepared By: Guy Lutz 775-322-9434 glutz@rhpinc.net

Prepared For: Sletten Construction
Bill Sharp

# 1. Basis of Proposal

This proposal is based off drawings prepared by CTA Architects & Engineers and dated 6-24-20. RHP has not received any other documents

# 2. Drawings:

G001, A104, S103, M104, M105 and E303

# 3. HVAC Inclusions:

- Demo ductwork as shown.
- Existing grease duct will need be cleaned in order to prevent and fires when cutting.
   We have also included cleaning of hood.
- Type one hood ducting will be pre-manufactured double wall.
- · Vapor duct will be stainless.
- Type two hood ducting to be stainless.
- Exhaust fans as listed.

# 4. HVAC Exclusions:

- Roof cutting and patch back.
- Wall and ceiling removal or replacement to access our work.
- Modifications to hoods.
- Electrical or controls.
- After hour work or overtime.
- Environmental abatement of any type.
- Dumpster's or haul away.
- Flashings.

# 5. Pricing:

Proposed Price: \$89,691.00

RHP Mechanical Systems appreciates the opportunity to present this proposal and looks forward to working with you on this project. Should you have any questions, or if I can be of further assistance, please feel free to call.

**Guy Lutz** 

**RHP Mechanical Systems** 

(dba of Ray Heating Products, Inc.)

# Change Order Request C.R. DRAKE & SONS, INC. Electrical Contractor NV Lic # 012115A

109 East 4th Street

PO Box 1040

Winnemucca, Nevada 89446

(775) 623-5033 Fax (7	75) 623-5364 Ema	il cam@crarake.com	Date
roposal Submitted To:	FAX:		7/20/2020
Sletten Inc	Total Marian	HGH Pharmacy Remode	
	Job Name	101 Filannacy Nemoca	•
	Job Location	Winnemucca, NV	
Dill Cham	JUD LOCATION		
ATTN: Bill Sharp			
Ve hereby submit specification and estimates for:			
Demo existing kitchen ceiling lights and associat	ed wiring and rep	lace with new fixtures a	and wiring
sewo existing kitchen centrig lights and associat			
Power for new fans \$ 9,783.00			
New Lighting \$17,670.00			
	A secondario	shave energifications for th	oo sum of:
We Propose hereby to furnish material and labor-complet	e in accordance will	above specifications, for a	
	Net Change	\$27,453.00	Dollars
			-
Acceptance Of Change Order	Authorized	1	n _
The above prices, specs, and conditions are	Signature	Operation C. Deales	
satisfactory and are hereby accepted. You are		Cameron S. Drake	
authorized to do the work as specified.			
	Signature		
Date Of Acceptance:	Name		
	1 sentile		
	1		

Job ID: HGH FANS Project: HGH Fans



# **Bid Brief Form Report**

Vendor: WEDCO	Labor Level: LA	BOR 1 7/7/2020 9:11:45AN
Tax Rate Status: Default Bid Name: HGH FANS	Bid Template:	C.R. DRAKE PREVAILING WAGE
Description	Amount	Subtotal
MATERIAL		
ESTIMATED MATERIAL	3,627.61	
MATERIAL ADJUSTMENT	0.00	
MATERIAL TOTAL		3,627.61
LABOR		
DIRECT LABOR HOURS	46.68	
LABOR DOLLARS	4,393.54	
INDIRECT LABOR	0.00	
LABOR ESCALATION	0.00	
LABOR ADJUSTMENTS	0.00	4 000 54
LABOR TOTAL		4,393.54
QUOTES		
TOTAL QUOTES	0.00	
QUOTE ADJUSTMENTS	0.00	
QUOTES TOTAL		0.00
EQUIPMENT		
TOTAL EQUIPMENT	0.00	
EQUIPMENT ADJUSTMENTS	0.00	0.00
EQUIPMENT TOTAL		0.00
SUBCONTRACTS	-	
TOTAL SUBCONTRACTS	0.00	
SUBCONTRACT ADJUSTMENTS	0.00	
SUBCONTRACT TOTAL		0.00
DIRECT JOB COSTS		
ESTIMATED DJC	109.84	
DJC ADJUSTMENTS	0.00	400.04
DIRECT JOB COSTS TOTAL		109.84
TAXES		
MATERIAL/QUOTE TAX (6.85%)	248.49	
LABOR TAX (0.00%)	0.00	
EQUIPMENT TAX (0.00%)	0.00	
SUBCONTRACT TAX (0.00%)	0.00	249.40
TAXES TOTAL		248.49

C. R. Drake and Sons Inc.	109 East Fourth Street PO Box 1040	Winnemucca, NV 89445/6	Phone: 775-623-5033 Fax: 775-623-5364
	PO Box 1040		

HGH Fans	Bid Brief Form Report		7/7/2020	9:12:13AM
OVERHEAD				
MATERIA	L OVERHEAD MARKUP (15.00%)	581.42		
QUOTES	OVERHEAD MARKUP (15.00%)	at-da		
LABOR O	VERHEAD MARKUP (15.00%)	659.03		
EQUIPME	NT OVERHEAD MARKUP (15.00%)			
SUBCON'	TRACTS OVERHEAD MARKUP (15.00%)			
	RHEAD MARKUP (15.00%)	16.48		
500 012	OVERHEAD TOTAL		1,256.92	
PROFIT				
MATERIA	L PROFIT MARKUP (0.00%)	-		
	PROFIT MARKUP (0.00%)			
	ROFIT MARKUP (0.00%)	_		
	NT PROFIT MARKUP (0.00%)			
SUBCON	TRACTS PROFIT MARKUP (0.00%)			
	FIT MARKUP (0.00%)			
	PROFIT TOTAL		0.00	
MISCELLAN	EOUS			
JOB TAX		0.00		
BOND (1.	· · · · ·	146.75		
•	MISCELLANEOUS TOTAL		146.75	
		BID TOTAL	9,783.15	

Job ID: GHG KITCHEN CEILING

Project: hgh kitchen ceiling



# **Bid Brief Form Report**

Big Blief i	om keport	
Vendor: WEDCO	Labor Level: LA	
Tax Rate Status: Default Bid Name: HGH KITCHEN CEILING	Bld Template:	C.R. DRAKE PREVAILING WAGE
Description	Amount	Subtotal
MATERIAL		
ESTIMATED MATERIAL	3,621.76	
MATERIAL ADJUSTMENT	0.00	0.004.76
MATERIAL TOTAL		3,621.76
LABOR	440.47	
DIRECT LABOR HOURS	119.17	
LABOR DOLLARS	11,214.96 0.00	
INDIRECT LABOR	0.00	
LABOR ESCALATION	0.00	
LABOR ADJUSTMENTS  LABOR TOTAL	0.00	11,214.96
QUOTES		
TOTAL QUOTES	0.00	
QUOTE ADJUSTMENTS	0.00	0.00
QUOTES TOTAL		0.00
EQUIPMENT		
TOTAL EQUIPMENT	0.00	
EQUIPMENT ADJUSTMENTS	0.00	0.00
EQUIPMENT TOTAL		0.00
SUBCONTRACTS		
TOTAL SUBCONTRACTS	0.00	
SUBCONTRACT ADJUSTMENTS	0.00	0.00
SUBCONTRACT TOTAL		0.00
DIRECT JOB COSTS	<del></del>	
ESTIMATED DJC	280.37	
DJC ADJUSTMENTS	0.00	280.37
DIRECT JOB COSTS TOTAL		200.0
TAXES	248.09	
MATERIAL/QUOTE TAX (6.85%)	0.00	
LABOR TAX (0.00%) EQUIPMENT TAX (0.00%)	0.00	
SUBCONTRACT TAX (0.00%)	0.00	
TAXES TOTAL		248.09
INVEO IOINE		

C. R. Drake and Sons Inc.	109 East Fourth Street PO Box 1040	Winnerhocca, IVV 03445/0	Fax: 775-623-5364
		Winnemucca, NV 89445/6	Phone: 775-623-5033

hgh kitchen ceiling	Bid Brief Form Report		7/20/2020 3:34:52PM
OVERHEAD			
	AD MARKUP (15.00%)	580.48	
QUOTES OVERHEA	D MARKUP (15.00%)		
LABOR OVERHEAD	MARKUP (15.00%)	1,682.24	
EQUIPMENT OVER	HEAD MARKUP (15.00%)		
SUBCONTRACTS O	VERHEAD MARKUP (15.00%)		
DJC OVERHEAD MA	ARKUP (15 00%)	42.06	
DJO OVERTIEND III	OVERHEAD TOTAL		2,304.78
PROFIT			
MATERIAL PROFIT	MARKUP (0.00%)		
QUOTES PROFIT M	JARKUP (0.00%)		
LABOR PROFIT MA	RKUP (0.00%)		
EQUIPMENT PROF	IT MARKUP (0.00%)		
SUBCONTRACTS F	PROFIT MARKUP (0.00%)		
DJC PROFIT MARK	UP (0.00%)		
	PROFIT TOTAL		0.00
MISCELLANEOUS			
JOB TAX (0.00%)		0.00	
BOND (0.00%)		0.00	
- ,	MISCELLANEOUS TOTAL		0.00
		BID TOTAL	17,669.97



\$0.00

Product/Line Item Description	Product Code	List Price	Quantity	Discount	Total Price
<b>HEPAFORCE AIR Consumables and Accessories</b>					
HEPAForce Air 1100 Pre-Filter  MERV 8 Pleated Prefilter 18x18x2  (Sold by the Case. Qty of 12)	AIR11.PF181812	\$211.50	0	0%	\$0.00
HEPAFORCE Duct Kit Accessory Kit for use with Hepacart AnteRoom and HEPAFORCE Units-1 25 Foot, 12 Inch Mylar Duct and 2 Hose Clamps.	HFACC-DUCL2	\$125.00	0	0%	\$0.00
HEPA Filter For HEPAFORCE AIR 1100 Replacement HEPA Filter For HEPAFORCE AIR 1100 18" x 18" x 12"	AIR11.HF181812	\$525.00	0	0%	\$0.00
HEPAForce Air 1100 Prefilter - Carbon MERV 8 Carbon Prefilter 18x18x2 (Sold by the case. Qty of 12)	AIR11.PF181802- C	\$460.40	0	0%	\$0.00

Product/Line Item Description	Product Code	List Price	Quantity	Discount	Total Price
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Subtotal





Add Air Filtration   FAR UV Sterilray Disinfection					
HEPACART® Air Disinfection Module with Far UVC The HEPACART® UV-FORCE Air Disinfection Module with Far UVC. is designed to attach to compatible negative air machines to add virus cell destruction as a secondary level of protection. Includes: Far UVC lamp rated for 10,000 hours, power supply, adjustable power, pre-filter. Contains no mercury. Testing results show 99.999% to 99.9999% capture / kill including many pathogens below .3 microns. Used in conjunction with a HEPA-filtered negative air machine.	FUV-ADM18.1	\$5,995.00	0	0%	\$0.00
HEPAForce Air 1100 Pre-Filter MFRV 8 Pleated Prefilter 18x18x2	AIR11.PF181812	\$211.50	0	0%	\$0.00
(Sold by the Case. Qty of 12)					
HEPAFORCE Duct Kit Accessory Kit for use with Hepacart AnteRoom and HEPAFORCE Units-1 25 Foot, 12 Inch Mylar Duct and 2 Hose Clamps.	HFACC-DUCL2	\$125.00	0	0%	\$0.00
HEPA Filter For HEPAFORCE AIR 1100 Replacement HEPA Filter For HEPAFORCE AIR 1100 18" x 18" x 12"	AIR11.HF181812	\$525.00	0	0%	\$0.00
HEPAForce Air 1100 Prefilter - Carbon MERV 8 Carbon Prefilter 18x18x2	AIR11.PF181802- C	\$460.40	0	0%	\$0.00

Subtotal \$0.00

Grand Total: \$52,886.00

# **ORDER APPROVAL**

APPROVAL INFORMATION	SHIPPING INFORMATION
Approved By:	Destination:
Title:	Shipping Contact:
Signature:	Shipping Contact Phone:  Shipping Contact Email:  grannisd@hghospital.or
	gramiod@rignoopital.or



Date:	Requested Ship Date:
Purchase Order or Reference Number:	Shipping To Address:
OR Attach Purchase Order Below	Lift Gate Needed?

BILLING INFORMATION	
Bill To (Account Name)	
Billing Contact:	
Billing Phone:	
Billing Email	grannisd@hghospital.org
Bill To Address:	



## **HEPACART® RECEIVING INSTRUCTIONS**

To: Humboldt General Hospital

From: HEPACART® Logistics Department

Subject: HumboldtGeneralHospital.DuaneGrannis.HFAIR1100x4.ADMx4.HCAR48DDx4

Hi Duane

Thank you for order. All items on your order will be counted, inspected and packed securely prior to shipment. We make every effort to ensure that your shipment arrives on time intact and in good order.

Despite our best efforts in packaging, we occasionally encounter problems with concealed freight damage. For your protection, these problems must be detected and documented when the shipment is delivered by the freight carrier. Listed below are our receiving instructions which we urge you to follow carefully. These instructions will serve to protect your interests and place the responsibility for freight damage with the delivering carrier.

The following receiving instructions have been prepared for your protection in order to prevent losses from concealed damage:

- Check to ensure that the number of cartons received matches the number of cartons listed on the delivery receipt. Note any shortages on the delivery receipt before signing it.
- If the correct number of cartons is received, carefully inspect the condition of the freight. If any carton damage is noticed, make a notation on the delivery receipt of the number of cartons damaged and the type of damage exhibited (crushed, dented, punctured, wet areas, etc). In addition, mark on the delivery receipt "Possible Concealed Damage" before signing it. This step is important because once the carrier leaves the customer's facility with a clear, signed delivery receipt, the customer accepted the product "as is". At this point there is virtually no recourse against the delivering carrier and will incur additional expenses to resolve damage issues.
- Ask the driver to inspect the carton(s) that appear to be damaged and if possible open the carton(s) and carefully inspect the equipment.
- If any freight damage is noticed, notify our customer service department immediately.
- If the damage appears extensive, refuse to accept delivery of the carton(s).
- If the shipment is accepted by signing a clear delivery receipt, we strongly recommend immediately unpacking the goods and carefully inspect everything. If any damage is noticed after the fact, notify HEPACART® logistics department immediately at 913-789-9590.

We urge the customer/receiver to follow these receiving instructions carefully. HEPACART® is not responsible for shortages and concealed damage noted after the fact.

Thank you,

Natalie Irons

Matalie Irons

\*\*Important Note: In many cases, HEPACART® customers place permanent identifying markings on their equipment for branding and tracking purposes. Prior to accepting the shipment, do not place any markings on the equipment, including stencils, labels and/or decals. Equipment which has been permanently marked cannot be returned.

For questions regarding any of the above, please call the HEPACART® Logistics Department at 913-789-9590.



## **TERMS AND CONDITIONS OF SALE**

UNLESS OTHERWISE PROVIDED BY SEPARATE WRITTEN AGREEMENT DULY SIGNED BY AN OFFICER OF HEPACART®, INC (HEREINAFTER REFERRED TO AS "HEPACART®") ANY SALE OF GOODS BY HEPACART® IS EXPRESSLY CONDITIONED UPON ACCEPTANCE OF THE TERMS AND CONDITIONS SPECIFIED BELOW. ACCEPTANCE OF ANY GOODS SHALL BE DEEMED TO BE AN ACCEPTANCE BY PURCHASER OF SUCH TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS IN PURCHASER'S PURCHASE ORDER OR ACKNOWLEDGMENT OR OTHER RESPONSE ARE HEREBY OBJECTED TO AND SHALL BE OF NO FFFECT.

Non-Refundable Deposit/Cancellation Fee for Back Ordered Items - Upon execution of this Agreement, buyer agrees to pay HEPACART® a non-refundable deposit in the sum of 25% of the total purchase or cancellation fee in the sum of 25% of the total purchase, if the transaction does not close due to the fault of the buyer. The payment shall be non-refundable.

# **ACCEPTANCE**

All orders are subject to acceptance by HEPACART®. Acceptance of all terms and conditions stated herein is an express condition of this sale. No additional or different terms or conditions may be added and are deemed objected to by HEPACART® and shall be of no effect. Acceptance of any goods by Purchaser shall be deemed an acceptance of the terms and conditions stated herein.

## **PRICING**

HEPACART® reserves the right to change pricing without prior notification. All prices are in US dollars. TAXES In addition to the prices specified in HEPACART®'s then current price list, or as otherwise applicable hereunder, the amount of any present or future tax applicable to the sale, manufacture, delivery or handling of the goods sold, shall be deemed to be for the account of, and shall be paid by Purchaser. HEPACART® may, at its option, include the amount of such tax in the invoice.

#### **CREDIT AND TERMS**

Refer to the section entitled "CREDIT AND TERMS" on HEPACART®'s then current Price List for the particular goods which are expressly incorporated herein by reference.

# **PAST DUE ACCOUNTS**

An account with past due invoices must be brought current prior to shipment of any additional orders. Past due accounts are subject to credit review and reduction or revocation of open credit.

# **FREIGHT POLICY**

Refer to the section entitled "FREIGHT POLICY" on HEPACART®'s then current Price List for the particular goods which are expressly incorporated herein by reference .

## **FREIGHT CLAIMS**

For orders that are shipped F.O.B. origin, title to the goods passes to the Purchaser once HEPACART® delivers them to the freight carrier. Whether an order is shipped freight collect or prepaid and charged back, the Purchaser: (a) bears all freight charges, (b) has title to the goods in transit, and (c) is responsible for filing freight claims if necessary. Please note: All shipments should be closely inspected upon receipt by the Purchaser for damage, suspected concealed damage, and any shortage. Purchaser must note any damage, suspected concealed damage or shortage on the delivery receipt at the time of delivery. Once a "clear" delivery receipt has been signed, there is virtually no recourse against the carrier.

#### **DELAYS**

HEPACART® shall not be liable for failure to deliver or delays in delivery occasioned by or due to (a) fires, floods, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers, labor troubles, acts, regulations or requests of any government agency; or (b) any cause beyond HEPACART®'s control. In the event of HEPACART®'s inability, for any cause beyond its control, to fill Purchaser's order, HEPACART® may allocate its available supply of goods ordered among any or all purchasers, on such basis as



 $\label{thm:pacarties} \begin{tabular}{l} HEPACART @ in its sole discretion may decide, without liability to Purchaser for any failure to perform HEPACART @ 's contractual obligations which may be consequence thereof . \\ \end{tabular}$