HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY

JUNE 30, 2020

5:30 P.M.

SARAH WINNEMUCCA CONFERENCE ROOM
HUMBOLDT GENERAL HOSPITAL
118 EAST HASKELL STREET
WINNEMUCCA, NEVADA 89445

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

MEETING DATE: Tuesday June 30, 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

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.)
   2. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Scott Stone, MD, provisional-Emergency Medicine; and, Bejal Patel, MD, Active Staff-Pediatrics.
E. FINANCIAL REPORTS
(The Board is expected to review, discuss and take action on this agenda item.)
1. Cerner system report / 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 / Nevada Public Agency Insurance Pool (NPAIP) liability insurance program / Public Agency Compensation Trust (PACT) workers compensation insurance program / renewal proposals and premium payment from fiscal year 2020-2021 funds / POOL-PACT—A&H Insurance
2. Hospital Administration-Maintenance / proposal to purchase chiller compressor replacement from RHP Mechanical Systems for the sum of $13,676 / Maintenance Director-Administration
3. Hospital Administration-IT / proposal to purchase fifteen Verkada security-surveillance cameras, software, mounting equipment and five-year service agreement from CDW Government for the estimated sum $22,500+ / IT Director-Administration
4. Hospital Administration-EMS / proposals to purchase a previously owned 2017 Ford Explorer SUV from Hincklease for the sum of $18,000 and to paint the vehicle and update-repair the vehicle emergency services equipment for the estimated sum of $4,000 / EMS Director-Administration
5. Hospital Administration-EMS / determination that six Delta units and one Medic 5 unit from the EMS fleet are no longer required for public use and authorization to sell or dispose of such equipment in any manner, including public auction or donation / EMS Director-Administration
6. District Administration / proposal to approve Board of Trustees Bylaws / Board of Trustees
7. District Administration / terms and conditions of employment and employment agreement with Tim Powers to provide administrator-chief executive officer services / Board of Trustees

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 http://www.hghospital.org/ and at https://notice.nv.gov/.

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 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 http://www.hghospital.org/ and are available to the general public at the same time the materials are provided to the Board of Trustees.

Notice: 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.
Department Report to Board of Trustees

May Report 2020

Staffing
22- Full time (11 Paramedics and 11 AEMT/EMT) and 23 casual call employees currently on staff
Winnemucca EMS Station is fully staffed
Orovada has been unstaffed since November of 2019
(2 additional Paramedics Needed to Fully Staff) Positions have been posted
All Leadership positions are interim with no services provided being unaccounted for

Services
121 Community Paramedicine patients actively calling / seeing if needed
169 Community Access AEDs fielded
Assisting the hospital for entrance screening (Completed by Casual Call Staff)

Quality Assurance / Performance Improvement Studies
Intubation first-pass success rate (100% for April)
All bench marks for response times have been met.

Other
All ambulances passed State inspections
Community Paramedicine Grant from NRHP has been extended to Dec 31\textsuperscript{st} 2020
CALL TO ORDER:
Board Chairman Casalez called the May 26, 2020 board meeting to order at 5:30 p.m.

PUBLIC COMMENT:
There was no public comment.

MEDICAL STAFF – HOSPITAL DEPARTMENT REPORTS:

Medical Staff report:
There was no Medical Staff report.

Administration Department reports:
Interim CEO Cole thanked the medical staff, County officials, CNO Cushway, the hospital support staff, board members, the hospital patients and the general community for their efforts during the COVID situation.

Interim EMS Director Kohler stated there were 213 calls for service in April, with 61% being billable. May has been a busy month with 115 community paramedicine patients, and the numbers are increasing daily. Griselda Soto has done an outstanding job and Johnathan Prichard has been looking for education grants. The mobile hospital at the Fairgrounds has been demobilized and Tom Stephen is
recognized for his work on that project. Kohler asked if there is any additional information that the Board would like him to report on. There was no response. Board member Tipton asked what items are non-billable and Kohler explained that it is AMA patients.

CNO Cushway reported: May 16, 2020, the Long Term Care (LTC) State survey for infection control took place and there were no findings or recommendations; May 13, 2020, the CAH State survey for infection control took place and there were no findings and the facility was identified as having best practices in place; May 4, 2020, the location for the COVID-19 screening was changed; May 6, 2020, the EZ Lab opened; May 1, 2020, the Abbot rapid test availability and policy was implemented; May 11, 2020, the elective procedures and policy were reactivated; May 14, 2020, the community swabbing event was conducted by the National Guard; May 20, 2020, the mandatory testing of all LTC staff and residents by the State took place and all resident tests came back negative; May 25, 2020, the COVID Corner resumed normal operations; the daily surveys for the Governor’s office are continuing; and, the daily surveys for LTC staff and resident health information to the State is continuing. Board member Hammargren congratulated the long-term care team.

COO Love reported: the EZ Lab opened May 11, 2020 and to date they have seen 34 patients; an offer has been extended to a speech language pathologist consultant; the Sleep Medicine program will start June 1, 2020; and, the Fluoroscopy installation is complete and the equipment is in use.

HR Director Almendares advised there was an EAP group counseling session held for staff on May 19, 2020 for registered nurses.

Interim CEO Cole said Dr. Subha Rajan, MD, an FP/OB, started April 27, 2020 and more information will be put out about her. Brittani Smith, MD, an FP/OB, will start in the fall of 2020 along with David Masuck, MD, FP. Talks are continuing with a psychiatrist to provide services. The search for an OB/GYN has been stopped. Kirit Saigel, NP, who specializes in mental health, is still planning on coming when the pandemic eases. Danny Lambert, PA, will be providing services in the WIC soon.

Interim CEO Cole contacted Mike Sheppard to reschedule the subcontractors to complete the pharmacy project.

Cole advised that three video interviews have been conducted for the EMS director position and additional candidates will be interviewing in the next couple of weeks. Thereafter, candidates will be selected for a site visit.

CONSENT AGENDA:
Motion by board member Miller and second by board member Tipton to approve the consent agenda consisting of: (i) board meeting minutes for April 28, 2020 and May 5, 2020; and, (ii) Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Mohammad Afzal, MD, Provisional-Hospitalist/Family Medicine; Aaron Brown, MD, Provisional-General Surgery; Steven Miller, MD, Provisional-General Surgery; Mohammad Jaradat, MD, Provisional-Hospitalist/Internal Medicine; John Jobes, DO, Provisional-Emergency Medicine; James Verrees, MD, Provisional-Obstetrics/Gynecology; Danny Sayegh, MD, Provisional-Family Medicine; Thomas Vreeland, MD, Consulting-Teleradiology; Sarah Fryberger, MD, Active-Pediatrics; Raafat Khani, DO, Active-Family Medicine; and, Joseph Doan, MD, Consulting-Nephrology. Motion carried unanimously.

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FINANCIAL REPORTS:
Interim CFO Tim Powers presented and explained the April 2020 financials, including: gross patient revenue; contractual allowances and bad debt; operating revenue; operating expenses; non-operating revenue; net income; and, AR and days cash on hand. Powers explained the project implementation and tracking. Powers noted there was a 50% reduction in overtime on the pay period ending May 15, 2020 and staff deserves credit for making that happen. Powers commented about the availability of stimulus funds and commended the rural hospital association for providing information about the same. Powers gave an update on the budget hearing noting that on June 1, 2020 the final budget is due to the State.

Motion by board member Miller and second by board member Hunt to approve the April 2020 financials, warrants, and disbursements as presented. Motion carried unanimously.

BUSINESS ITEMS-OTHER REPORTS:
1. Hospital Administration-Finance / public hearing / FY2020-2021 tentative budget and amendments to budget / submission of final budget / CFO-Administration
Interim CFO Powers asked Controller Plummer to provide, as a refresher for the board, the 2020 ending forecast for revenue expenses and net loss figures along with the 2021 projections. Plummer stated the 2020 current projected total operating revenue is 43.7 million and operating expenses are projected at 59 million, resulting in a net operating loss of approximately 15 million. Non-operating revenue of 9.4 million will be included for a 2020 total overall loss projected at 5.7 million. The revenue figures for 2021 were not changed from the numbers used in the third draft of the budget presented at the May 5, 2020 meeting. The contractuals were changed a little bit for a total operating revenue of approximately 55 million and total operating expenses are 59.8 million, for an overall net operating loss of 4.8 million. Non-operating revenues and expenses of 5.3 million resulted in a small gain of $400,000.

Board chairman asked for public comment. There was no public comment.

Motion by board member Tipton and second by board member Miller to approve the FY2020-2021 tentative budget and amendments to the budget as submitted and to authorize submission of the final budget to the State. Motion carried unanimous.

2. Hospital Administration-Housekeeping / proposal for purchase of portable automated ultraviolet germicidal disinfection equipment and service plan / COO-Administration
Motion by board member Miller and second by board member Cramer to approve the purchase of portable automated ultraviolet germicidal disinfection equipment and service plan as presented. Board members Miller, Cramer, Hunt, Casalez and Tipton voted aye and board member Hammargren did not vote because his teleconference connection was ended.

TRUSTEE COMMENTS-STAFF REPORTS:
Board Member Miller stated there are two candidates moving forward for the Chief Executive Officer position with onsite visits June 8 and 9, 2020 at 5:30 pm.

Board Chairman Casalez stated there was a request to move the June board meeting to June 30, 2020 and the meeting date has been changed. Casalez also thanked everyone for their hard work during the pandemic trying times.
Board member Tipton thanked everyone for their hard work, the meetings and working well together.

Board member Cramer thanked everyone for their hard work. Cramer said she appreciated the numbers in the EMS report and the effort to distribute bilingual information.

PUBLIC COMMENT:
There was no public comment.

Board Chairman Casalez adjourned the May 26, 2020 meeting of the Humboldt County Hospital District Board of Trustees at 6:35p.m.

APPROVED:                        ATTEST:

_______________________________  ______________________________
JoAnn Casalez, Board Chairman   Alicia Wogan, Executive Assistant
HUMBOLDT GENERAL HOSPITAL  
DISTRICT BOARD OF TRUSTEES  
JUNE 8, 2020 SPECIAL MEETING  
MEETING VIA TELECONFERENCE, VIDEOCONFERENCE AND IN-PERSON

BOARD PRESENT:  
JoAnn Casalez, Chairman  
Michelle Miller, Secretary  
Bill Hammargren, Member  
Gene Hunt, Member  
Alicia Cramer, Member  
Ken Tipton, County Comm. Member  

STAFF PRESENT:  
Robyn Dunckhorst, ED Manager  
Alicia Wogan, Executive Assistant  
Theresa Bell, Materials Management Director  
Dave Simsek, Pharmacy Director  
Jason Mercier, Revenue Cycle Dir (teleconference)  

Kent Maher, Legal Counsel

MEDICAL STAFF PRESENT:  
None

GUESTS:  
Millie Custer (teleconference), Ashley Maden (Humboldt Sun), Dennis Welsh (CEO candidate) and Donna Welsh.

CALL TO ORDER:  
Board chairman Casalez called the June 8, 2020 board meeting to order at 5:32 p.m.

PUBLIC COMMENT:  
There was no public comment.

BUSINESS ITEMS-OTHER REPORTS:

1. Hospital District / presentation of information on administrator-chief executive officer applicants / in-person interview with administrator-chief executive officer applicant Dennis Welsh / determination of whether to continue recruitment efforts for administrator-chief executive officer position or to schedule a meeting to select an administrator-chief executive officer candidate and make an offer of employment / Board of Trustees

Chief Executive Officer candidate Dennis Welsh introduced himself and gave an overview of his experience and employment history.

Each of the board members asked several questions of Welsh.

Welsh had questions for the board and said he appreciated the opportunity to be considered for the position.

No action was taken.
Board member Miller noted that an emailed survey will be sent out and the results will be provided to the board.

PUBLIC COMMENT:
There was no public comment.

Board chairman Casalez adjourned the June 8, 2020 meeting of the Humboldt County Hospital District Board of Trustees at 7:20 p.m.

APPROVED:

ATTEST:

___________________________________________  ________________________________
JoAnn Casalez, Board Chairman                Alicia Wogan, Executive Assistant
HUMBOLDT GENERAL HOSPITAL
DISTRICT BOARD OF TRUSTEES
JUNE 9, 2020 SPECIAL MEETING
MEETING VIA TELECONFERENCE, VIDEOCONFERENCE AND IN-PERSON

BOARD PRESENT:
JoAnn Casalez, Chairman
Michelle Miller, Secretary
Bill Hammargren, Member
Gene Hunt, Member
Alicia Cramer, Member
Ken Tipton, County Comm. Member

STAFF PRESENT:
Alicia Wogan, Executive Assistant
Mike Bell, IT Director
Theresa Bell, Materials Management Director
Dave Simsek, Pharmacy Director
Kim Plummer, Controller

Kent Maher, Legal Counsel

MEDICAL STAFF PRESENT:

GUESTS:
Millie Custer (teleconference), Ashley Maden (Humboldt Sun) and Tim Powers (CEO candidate).

CALL TO ORDER:
Board chairman Casalez called the June 9, 2020 board meeting to order at 5:32 p.m.

PUBLIC COMMENT:
There was no public comment.

BUSINESS ITEMS-OTHER REPORTS:
1. Hospital District / presentation of information on administrator-chief executive officer applicants / in-person interview with administrator-chief executive officer applicant Tim Powers / determination of whether to continue recruitment efforts for administrator-chief executive officer position or to schedule a meeting to select an administrator-chief executive officer candidate and make an offer of employment / Board of Trustees

Chief Executive Officer candidate Tim Powers introduced himself and gave an overview of his experience and employment history.

Each of the board members asked several questions of Powers.

Powers did not have any questions for the board and said he appreciated the opportunity to be considered for the position.

No action was taken.

Board member Miller noted that an emailed survey will be sent out and the results will be provided to the board.
Board chairman Casalez asked the board when they wanted to meet next to decide about an offer of employment for the CEO position. The consensus of the board was to meet on June 15, 2020.

PUBLIC COMMENT:
There was no public comment.

Board chairman Casalez adjourned the June 9, 2020 meeting of the Humboldt County Hospital District Board of Trustees at 6:56 p.m.

APPROVED:  

ATTEST:

______________________________  ________________________________
JoAnn Casalez, Board Chairman    Alicia Wogan, Executive Assistant
HUMBOLDT GENERAL HOSPITAL
DISTRICT BOARD OF TRUSTEES
JUNE 15, 2020 SPECIAL MEETING
MEETING VIA TELECONFERENCE, VIDEOCONFERENCE AND IN-PERSON

BOARD PRESENT:
JoAnn Casalez, Chairman
Michelle Miller, Secretary
Bill Hammargren, Member
Gene Hunt, Member
Alicia Cramer, Member
Ken Tipton, County Comm. Member
Kent Maher, Legal Counsel

STAFF PRESENT:
LeeAnn Cushway, CNO
Alicia Wogan, Executive Assistant
Mike Bell, IT Director
Theresa Bell, Materials Management Director
Dave Simsek, Pharmacy Director
Johnathan Prichard, EMS (teleconference)
Jessica Villarreal, Admin Asst (teleconference)
Shelly Smith, Accounting (teleconference)

MEDICAL STAFF PRESENT:
Robert Johnson, PA

GUESTS:
Millie Custer (teleconference), Ashley Maden (Humboldt Sun), Judy Adams (Auxiliary), and Lewis Trout (teleconference).

CALL TO ORDER:
Board chairman Casalez called the June 15, 2020 board meeting to order at 5:31 p.m.

PUBLIC COMMENT:
Lewis Trout commented both chief executive officer candidates are well qualified, and he hoped both could be employed.

BUSINESS ITEMS-OTHER REPORTS:
1. Hospital District / selection of administrator-chief executive officer applicant Dennis Welsh or applicant Tim Powers to make an offer of employment / terms and conditions of employment agreement offer
   Board member Hunt said he has been going back and forth between the candidates and each has their strong points. Powers has a strong financial background and Welsh is knowledgeable in policies. Powers has strength as a CFO and Welsh has experience as a CEO.

   Board member Cramer said her opinion is that Powers will be the best fit for CEO, but he will need to fill the CFO position.

   Board member Hammargren stated he reviewed the surveys and made some phone calls. Powers will be the best choice and he will do a fine job filling the vacated CFO position. Powers is ready for HGH and he will hit the ground running.

   Board member Miller said she came to the meeting without a decision and wants to hear what the other board members have to say. Miller likes Welsh’s experience but does not feel she knows him as well as
Powers. Miller believes Welsh will be softer in his approach and Powers will be more direct. People like direct until the directness involves them. Miller sees benefits in both candidates, but she likes the fact that she knows something about Powers.

Board member Tipton stated both applicants interviewed well. He sees where Welsh has more experience as CEO, but that experience is within a hospital system, not a local district hospital where culture is really important. Tipton believes that because Powers has been here (at HGH) he knows the culture. He believes Welsh may encounter some challenges adjusting to the Nevada high desert rural area since his entire life was spent where there are trees and moisture. Tipton believes that Powers knows what is going on at the facility because he has been here. Tipton noted the surveys favored Powers. Tipton said he echoes Board member Hammargren’s comments, that is, the choice is Powers.

Board chairman Casalez agreed with Tipton’s comments, noting Welsh has experience as a CEO in a health system, but Powers also has significant leadership experience. Casalez also considered the survey results, noting that the survey group liked that Powers is direct. Casalez said Powers recognizes the issues and the things that he does not agree with makes sense to her. Casalez agreed that Powers is the best choice for what the hospital needs at this time.

Motion by Board member Hammargren to approve the proposal to offer Tim Powers the Administrator-Chief Executive Officer position. Motion carried unanimously.

Casalez will speak with BE Smith and Powers regarding the details of the employment agreement. The consensus of the board is that they are comfortable with Casalez speaking with BE Smith and Powers about the terms of proposed employment.

PUBLIC COMMENT:
Theresa Bell said she appreciates how the selection process was handled because the committee was able to meet with each candidate and others were able to offer their comments.

Board Chairman Casalez adjourned the June 15, 2020 meeting of the Humboldt County Hospital District Board of Trustees at 5:52 p.m.

APPROVED: JoAnn Casalez, Board Chairman

ATTEST: Alicia Wogan, Executive Assistant
June 25, 2020

Board of Trustees
Ref: Medical Staff Meeting

The following files were reviewed and approved by Medical Staff:

Provisional:
• Scott Stone, MD Provisional-Emergency Medicine

Appointment:
• Bejal Patel, MD Active-Pediatrics

Thank You,

Jessica Villarreal
Administrative Assistant
Medical Staff Applications for Appointments, Reappointments, Provisional, and Temporary Privileges

- **Scott Stone, MD** is applying for initial appointment to Provisional Staff with privileges in Emergency Medicine.
- **Bejal Patel, MD** is applying for initial appointment to Active Staff with privileges in Pediatrics. She was given provisional privileges on 11/19/2019.
Gross patient revenue for May was $3.3M compared to budget of $8.2M and prior year of $9.1M. The May numbers were reflective of the continued deterioration in revenue caused by the COVID pandemic. YTD gross patient. Revenue is $88.9M compared to budget of $90.4M and prior year to date of $83.1M. Despite the May performance and the general decline in revenue since the middle of March we are still up 6% year over year. Contractual adjustments were adjusted were positive for the month of May reflecting a comprehensive analysis performed during and after month end to make certain our balance sheet allowances were in line. Bad debt expense for the month was $868K reflecting continued rev cycle challenges caused by the Cerner EMR implementation. YTD total deductions from revenue are 52.2% compared to budget of 41.9% and prior year to date of 48.2%. Total operating revenue for May was $3.2M compared to budget of $5.0M and prior year of $4.4M. YTD operating revenue was $42.9M compared to budget of $53.0M and prior year to date of $43.6M. The YTD operating revenue has been negatively impacted by the higher than anticipated contractual and bad debt allowances. Spending for May was $5.4M compared to budget of $4.7M and prior year of $4.8M. YTD spending was $56.6M compared to budget of $51.8M and prior year to date of $46.2M. Costs associated with the Cerner implementation, ongoing technology fees and more than anticipated labor and purchased services were all the primary causes of the increased spending. The net operating loss for May was ($2.2M) compared to budget of ($249K) and prior year of ($423K). The significant reduction in revenue for May was primarily responsible for this loss. YTD the net operating loss was ($13.7M) compared to budget of $1.3M and prior year to date of ($2.6M). Deteriorating contractuals, bad debt expense and increases in spending all contributed to the net operating loss. Non-operating revenues for May were $1.3M compared to budget of $395K and prior year of $1.5M. During the month $906K in previously recorded subsidies associated with the Cares Act funding was reversed and moved to the balance sheet as deferred revenue. This was done based upon recent accounting treatment updates regarding the entire stimulus funding program. HGH currently has approximately $5.3M in deferred revenue associated with the stimulus funding. Appropriate amortization of these funds will be reflected in our June financial presentation. YTD non-operating revenues were $6.8M compared to budget of $4.3M and prior year of $7.0M. The net loss for May was ($857K) compared to budget of $643K and prior year of $1.1M. YTD the net loss was ($6.9M) compared to budget of $5.6M and prior year of $4.4M. Days cash on hand decreased from 198 days in April to 181 days for May based on the decline in revenue for the month of May. Days Sales Outstanding increased from 79 in April to 83 in May based on statements not sent out in a timely manner.
# Humboldt General Hospital

## 13 Month Statistics Comparison

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<td><strong>Harmony Manor Days</strong></td>
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<td>941</td>
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<td><strong>Quail Corner Days</strong></td>
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<td><strong>Laboratory Room Deliveries</strong></td>
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<tr>
<td><strong>Operating Room Cases- Inpatient</strong></td>
<td>136</td>
<td>118</td>
<td>104</td>
<td>105</td>
<td>117</td>
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<td>108</td>
<td>91</td>
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<tr>
<td><strong>Operating Room Cases- Outpatient</strong></td>
<td>48</td>
<td>15</td>
<td>19</td>
<td>140</td>
<td>170</td>
<td>128</td>
<td>139</td>
<td>107</td>
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<td>117</td>
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<tr>
<td><strong>Radiology Tests</strong></td>
<td>1,403</td>
<td>1,201</td>
<td>1,248</td>
<td>1,296</td>
<td>1,339</td>
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<td>1,229</td>
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<td>1,147</td>
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<td><strong>Emergency Room Visits</strong></td>
<td>716</td>
<td>681</td>
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<td>647</td>
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<td>666</td>
<td>525</td>
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<td><strong>Billable Ambulance Runs</strong></td>
<td>156</td>
<td>150</td>
<td>134</td>
<td>128</td>
<td>137</td>
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<td>109</td>
<td>131</td>
<td>110</td>
<td>121</td>
<td>130</td>
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<tr>
<td><strong>RHC Visits- Total Visits</strong></td>
<td>2,081</td>
<td>2,054</td>
<td>2,030</td>
<td>2,566</td>
<td>2,222</td>
<td>2,465</td>
<td>1,915</td>
<td>2,341</td>
<td>2,720</td>
<td>2,605</td>
<td>2,513</td>
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<tr>
<td><strong>RHC FP1</strong></td>
<td>236</td>
<td>211</td>
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<td>225</td>
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<td>268</td>
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<td><strong>RHC FP2</strong></td>
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<tr>
<td><strong>RHC FP3</strong></td>
<td>220</td>
<td>166</td>
<td>127</td>
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<td>296</td>
<td>354</td>
<td>331</td>
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<tr>
<td><strong>RHC Int Med</strong></td>
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<td><strong>RHC Peds</strong></td>
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<td><strong>RHC WH</strong></td>
<td>260</td>
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<td><strong>RHC Walk In</strong></td>
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<td>590</td>
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<tr>
<td><strong>Radiology Tests by modality</strong></td>
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<td></td>
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<td></td>
<td></td>
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<td><strong>MRI</strong></td>
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<td>53</td>
<td>34</td>
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<td><strong>Computed Tomography</strong></td>
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<td>22</td>
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<td>13</td>
<td>22</td>
<td>22</td>
<td>43</td>
<td>13</td>
<td>22</td>
<td>22</td>
<td>22</td>
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<tr>
<td><strong>Bone Density</strong></td>
<td>7</td>
<td>1</td>
<td>5</td>
<td>5</td>
<td>7</td>
<td>1</td>
<td>5</td>
<td>5</td>
<td>7</td>
<td>1</td>
<td>5</td>
<td>5</td>
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<tr>
<td><strong>General Diagnostic</strong></td>
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<td>186</td>
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<tr>
<td><strong>Nuclear Cardiac</strong></td>
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<td>507</td>
<td>507</td>
<td>634</td>
<td>548</td>
<td>507</td>
<td>507</td>
<td>634</td>
<td>548</td>
<td>507</td>
<td>507</td>
<td>507</td>
</tr>
<tr>
<td><strong>Nuclear Medicine</strong></td>
<td>14</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>14</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>14</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
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<tr>
<td><strong>Ultrasound</strong></td>
<td>7</td>
<td>0</td>
<td>9</td>
<td>9</td>
<td>7</td>
<td>0</td>
<td>9</td>
<td>9</td>
<td>7</td>
<td>0</td>
<td>9</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td><strong>Vascular Ultrasound</strong></td>
<td>1147</td>
<td>922</td>
<td>977</td>
<td>977</td>
<td>1147</td>
<td>922</td>
<td>977</td>
<td>977</td>
<td>1147</td>
<td>922</td>
<td>977</td>
<td>977</td>
<td>977</td>
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</tbody>
</table>

---
## Statement of Profit and (Loss)

For the Period Ending May 31, 2020

<table>
<thead>
<tr>
<th>FY 19 MONTH</th>
<th>MONTH OF MAY FY 2020</th>
<th>FY 2019 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PRIOR YR</strong></td>
<td><strong>BUDGET</strong></td>
<td><strong>ACTUAL</strong></td>
</tr>
<tr>
<td>$3,240,191</td>
<td>$3,086,671</td>
<td>$986,957</td>
</tr>
<tr>
<td>4,901,302</td>
<td>4,573,305</td>
<td>1,710,322</td>
</tr>
<tr>
<td>535,013</td>
<td>523,805</td>
<td>427,213</td>
</tr>
<tr>
<td>389,666</td>
<td>52,728</td>
<td>187,291</td>
</tr>
<tr>
<td>9,066,172</td>
<td>8,236,509</td>
<td>3,311,783</td>
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</tbody>
</table>

**DEDUCTIONS FROM REVENUE**

<table>
<thead>
<tr>
<th><strong>PRIOR YR</strong></th>
<th><strong>BUDGET</strong></th>
<th><strong>ACTUAL</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>(4,009,425)</td>
<td>(2,947,199)</td>
<td>754,377</td>
</tr>
<tr>
<td>(708,802)</td>
<td>(369,410)</td>
<td>(868,387)</td>
</tr>
<tr>
<td>(4,718,227)</td>
<td>(3,316,609)</td>
<td>(114,010)</td>
</tr>
<tr>
<td>(4,347,945)</td>
<td>4,919,900</td>
<td>3,197,773</td>
</tr>
<tr>
<td>23,992</td>
<td>44,575</td>
<td>32,241</td>
</tr>
<tr>
<td>4,371,937</td>
<td>4,964,475</td>
<td>3,230,014</td>
</tr>
</tbody>
</table>

**TOTAL PATIENT SERVICE REVENUE**

<table>
<thead>
<tr>
<th><strong>PRIOR YR</strong></th>
<th><strong>BUDGET</strong></th>
<th><strong>ACTUAL</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>88,866,883</td>
<td>90,410,183</td>
<td>83,054,179</td>
</tr>
</tbody>
</table>

**DEDUCTIONS FROM REVENUE**

<table>
<thead>
<tr>
<th><strong>PRIOR YR</strong></th>
<th><strong>BUDGET</strong></th>
<th><strong>ACTUAL</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>(4,009,425)</td>
<td>(2,947,199)</td>
<td>754,377</td>
</tr>
<tr>
<td>(708,802)</td>
<td>(369,410)</td>
<td>(868,387)</td>
</tr>
<tr>
<td>(4,718,227)</td>
<td>(3,316,609)</td>
<td>(114,010)</td>
</tr>
<tr>
<td>(4,347,945)</td>
<td>4,919,900</td>
<td>3,197,773</td>
</tr>
<tr>
<td>23,992</td>
<td>44,575</td>
<td>32,241</td>
</tr>
<tr>
<td>4,371,937</td>
<td>4,964,475</td>
<td>3,230,014</td>
</tr>
</tbody>
</table>

**TOTAL PATIENT SERVICE REVENUE**

<table>
<thead>
<tr>
<th><strong>PRIOR YR</strong></th>
<th><strong>BUDGET</strong></th>
<th><strong>ACTUAL</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>88,866,883</td>
<td>90,410,183</td>
<td>83,054,179</td>
</tr>
</tbody>
</table>

### Net Operating Income/(Loss)

<table>
<thead>
<tr>
<th><strong>PRIOR YR</strong></th>
<th><strong>BUDGET</strong></th>
<th><strong>ACTUAL</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,082,761</td>
<td>$643,324</td>
<td>$(856,629)</td>
</tr>
<tr>
<td>$1,626,691</td>
<td>1,249,163</td>
<td>$(310,425)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>PRIOR YR</strong></th>
<th><strong>BUDGET</strong></th>
<th><strong>ACTUAL</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>$(6,899,741)</td>
<td>$5,596,841</td>
<td>$4,398,107</td>
</tr>
<tr>
<td>$(957,160)</td>
<td>12,261,070</td>
<td>10,621,061</td>
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</table>
CURRENT RATIO

CURRENT ASSETS: $45,881,644

DIVIDE BY CURRENT LIABILITIES: $6,602,770

EQUALS CURRENT RATIO: 6.95

DAYS CASH ON HAND

<table>
<thead>
<tr>
<th>Month</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>31</td>
</tr>
<tr>
<td>Aug</td>
<td>31</td>
</tr>
<tr>
<td>Sep</td>
<td>31</td>
</tr>
<tr>
<td>Oct</td>
<td>31</td>
</tr>
<tr>
<td>Nov</td>
<td>31</td>
</tr>
<tr>
<td>Dec</td>
<td>31</td>
</tr>
<tr>
<td>Jan</td>
<td>31</td>
</tr>
<tr>
<td>Feb</td>
<td>29</td>
</tr>
<tr>
<td>Mar</td>
<td>31</td>
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</tbody>
</table>

CASH FROM FINANCIAL STATEMENTS

<table>
<thead>
<tr>
<th>Month</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
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<td>31</td>
</tr>
<tr>
<td>Aug</td>
<td>31</td>
</tr>
<tr>
<td>Sep</td>
<td>30</td>
</tr>
</tbody>
</table>

DIVIDED BY OPERATING EXPENSE PER DAY: $174,254

EQUALS DAYS CASH ON HAND: 181.95

OPERATING MARGIN

OPERATING INCOME/(LOSS): ($13,693,625)

OPERATING REVENUE: $42,889,431

OPERATING MARGIN: -31.9%

DAYS IN ACCOUNTS RECEIVABLE

<table>
<thead>
<tr>
<th>Year</th>
<th>31</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>31</td>
</tr>
<tr>
<td>Aug</td>
<td>31</td>
</tr>
<tr>
<td>Sept</td>
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<td>Oct</td>
<td>31</td>
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<tr>
<td>Nov</td>
<td>31</td>
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<tr>
<td>Dec</td>
<td>31</td>
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<tr>
<td>Jan</td>
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<td>Feb</td>
<td>29</td>
</tr>
<tr>
<td>Mar</td>
<td>31</td>
</tr>
</tbody>
</table>

NET PATIENT REV FOR LAST 120 DAYS = $13,748,578

EQUALS DAYS RECEIVABLE: 82.99

SALARIES AS A % OF NET REVENUE

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>17,817,582</td>
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<tr>
<td>Net Patient Revenue</td>
<td>$42,861,629</td>
</tr>
<tr>
<td>Salaries as a % of Net Revenue</td>
<td>41.23%</td>
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</table>

SUPPLIES AS A % OF NET REVENUE

<table>
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<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies</td>
<td>5,964,653</td>
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<tr>
<td>Net Patient Revenue</td>
<td>$42,861,629</td>
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<tr>
<td>Supplies as a % of Net Revenue</td>
<td>13.87%</td>
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BAD DEBT AS A % OF GROSS REVENUE

<table>
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<th>Item</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Bad Debt Expense</td>
<td>9,609,391</td>
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<tr>
<td>Gross Revenue</td>
<td>38,860,683</td>
</tr>
<tr>
<td>Bad Debt as a % of Gross Revenue</td>
<td>24.88%</td>
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</table>

Average Payment Period

| Current Liabilities | 6,602,770 |
| Daily Operating Expenses | $174,254 |
**Humboldt General Hospital**

**Statement of Profit and (Loss)**

For Period Ending: 05/31/2020

<table>
<thead>
<tr>
<th></th>
<th>MAY 2020</th>
<th>FY2020</th>
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<td></td>
<td>ACTUAL</td>
<td>BUDGET</td>
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<tr>
<td>INPATIENT REVENUE</td>
<td>$986,957</td>
<td>$3,086,671</td>
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<tr>
<td>OUTPATIENT REVENUE</td>
<td>1,710,322</td>
<td>4,573,305</td>
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<td>LTC</td>
<td>427,213</td>
<td>523,805</td>
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<tr>
<td>CLINIC REVENUE</td>
<td>187,291</td>
<td>52,727</td>
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<tr>
<td><strong>TOTAL PATIENT SERVICE REVENUE</strong></td>
<td>3,311,783</td>
<td>8,236,508</td>
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<tr>
<td>DEDUCTIONS FROM REVENUE</td>
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<td></td>
</tr>
<tr>
<td>CONTRACTUAL ADJUSTMENTS</td>
<td>754,377</td>
<td>(2,947,199)</td>
</tr>
<tr>
<td>BAD DEBT</td>
<td>(868,387)</td>
<td>(369,410)</td>
</tr>
<tr>
<td><strong>TOTAL DEDUCTIONS FROM REVENUE</strong></td>
<td>(114,010)</td>
<td>(3,316,609)</td>
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<tr>
<td>NET PATIENT SERVICE REVENUE</td>
<td>3,197,773</td>
<td>4,919,899</td>
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<tr>
<td>OTHER OPERATING REVENUE</td>
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<td><strong>TOTAL OPERATING REVENUE</strong></td>
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<td>4,964,474</td>
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<td>1,515,991</td>
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<td>111,035</td>
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<td>219,609</td>
<td>273,381</td>
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<td>RENTS AND LEASES</td>
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<td>546,204</td>
<td>605,839</td>
</tr>
<tr>
<td>TRAVEL &amp; MEALS</td>
<td>20,136</td>
<td>58,060</td>
</tr>
<tr>
<td>OTHER EXPENSE</td>
<td>81,420</td>
<td>86,386</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING EXPENSES</strong></td>
<td>5,409,564</td>
<td>4,715,810</td>
</tr>
<tr>
<td>NET OPERATING INCOME/(LOSS)</td>
<td>(2,179,550)</td>
<td>248,664</td>
</tr>
<tr>
<td>NON-OPERATING REVENUE &amp; EXPENSES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>INTEREST INCOME</td>
<td>28,816</td>
<td>25,394</td>
</tr>
<tr>
<td>TAXES</td>
<td>2,199,327</td>
<td>369,265</td>
</tr>
<tr>
<td>DONATIONS</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>OTHER INCOME</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>CERNER CLEARING</td>
<td>1,041</td>
<td>0</td>
</tr>
<tr>
<td>SUBSIDIES</td>
<td>1,041</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL NET INCOME/(LOSS)</strong></td>
<td>1,322,922</td>
<td>394,659</td>
</tr>
<tr>
<td>NET INCOME/(LOSS)</td>
<td>($856,628)</td>
<td>$643,323</td>
</tr>
</tbody>
</table>
HUMBOLDT GENERAL HOSPITAL
BALANCE SHEET
FOR MONTH ENDING 05/31/2020

<table>
<thead>
<tr>
<th>ASSETS:</th>
<th>THIS YEAR</th>
<th>LAST YEAR</th>
<th>INC/(DEC)</th>
<th>INC/(DEC) %</th>
</tr>
</thead>
<tbody>
<tr>
<td>CURRENT ASSETS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CASH &amp; INVESTMENTS</td>
<td>$31,566,539</td>
<td>$28,557,113</td>
<td>$3,009,425</td>
<td>10.5%</td>
</tr>
<tr>
<td>OTHER RECEIVABLES</td>
<td>2,425,719</td>
<td>1,706,776</td>
<td>718,943</td>
<td>42.1%</td>
</tr>
<tr>
<td>NET ACCOUNTS RECEIVABLE</td>
<td>9,508,763</td>
<td>11,366,931</td>
<td>(1,858,168)</td>
<td>-16.4%</td>
</tr>
<tr>
<td>INVENTORY</td>
<td>1,683,930</td>
<td>1,677,549</td>
<td>6,381</td>
<td>0.4%</td>
</tr>
<tr>
<td>PREPAIDS</td>
<td>696,693</td>
<td>560,236</td>
<td>136,457</td>
<td>24.4%</td>
</tr>
<tr>
<td>TOTAL CURRENT ASSETS</td>
<td>45,881,644</td>
<td>43,868,606</td>
<td>2,013,038</td>
<td>4.6%</td>
</tr>
<tr>
<td>PROPERTY, PLANT, &amp; EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NET OF DEPRECIATION</td>
<td>58,860,681</td>
<td>60,637,000</td>
<td>(1,776,320)</td>
<td>-2.9%</td>
</tr>
<tr>
<td>DEFERRED OUTFLOWS OF RESOURCES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PENSION DEFERRED OUTFLOWS</td>
<td>5,625,947</td>
<td>5,170,460</td>
<td>455,487</td>
<td>8.8%</td>
</tr>
<tr>
<td>TOTAL ASSETS</td>
<td>$110,368,271</td>
<td>$109,676,066</td>
<td>$692,205</td>
<td></td>
</tr>
</tbody>
</table>

| LIABILITIES:                                 |            |            |           |             |
| ACCOUNTS PAYABLE                            | $4,501,093 | $1,504,019 | $2,997,074| 199.3%      |
| ACCRUED PAYROLL                             | 2,199,402  | 1,561,807  | 637,596   | 40.8%       |
| OTHER CURRENT LIABILITIES                   | (97,726)   | (531,774)  | 434,048   | -81.6%      |
| CURRENT PORTION OF LONG TERM DEBT           | 0          | 0          | 0         | 0.0%        |
| TOTAL CURRENT LIABILITIES                   | 6,602,769  | 2,534,052  | 4,068,717 | 160.6%      |
| LONG-TERM LIABILITIES                       |            |            |           |             |
| NET PENSION LIABILITY                       | 28,326,281 | 27,377,824 | 948,457   | 3.5%        |
| DEFERRED INFLOWS OF RESOURCES               |            |            |           |             |
| PENSION DEFERRED INFLOWS                    | 1,449,686  | 1,796,539  | (346,853) | -19.3%      |
| DEFERRED REVENUE                            | 5,297,077  | 0          | 5,297,077 | 0.0%        |
| TOTAL DEFERRED INFLOWS OF RESOURCES         | 6,746,763  | 1,796,539  | 4,950,224 | -19.3%      |

FUND BALANCE:
<table>
<thead>
<tr>
<th></th>
<th>05/31/2020</th>
<th>06/30/2020</th>
<th>Change</th>
<th>Percentage Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>RETAINED EARNINGS</td>
<td>68,692,458</td>
<td>77,967,651</td>
<td>(9,275,193)</td>
<td>-11.9%</td>
</tr>
<tr>
<td>TOTAL LIABILITIES AND FUND BALANCE</td>
<td>$110,368,271</td>
<td>$109,676,066</td>
<td>($4,604,872)</td>
<td></td>
</tr>
</tbody>
</table>
# Humboldt General Hospital

## Presentation of Cash Accounts

**May 31, 2020 -- Fiscal Year 2020**

<table>
<thead>
<tr>
<th>Accounts For</th>
<th>G/L Acct. #:</th>
<th>Location Held</th>
<th>Account #:</th>
<th>Balances</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Drawers</td>
<td>10010</td>
<td>Safe/Business Office/Clinics</td>
<td>Cash Drawers(12)</td>
<td>2,275</td>
</tr>
<tr>
<td>General Fund Checking</td>
<td>10000</td>
<td>Wells Fargo Bank</td>
<td>3828</td>
<td>10,137,883</td>
</tr>
<tr>
<td>Tax Account</td>
<td>10005</td>
<td>Wells Fargo Bank</td>
<td>925</td>
<td>16,548</td>
</tr>
<tr>
<td>Payroll Checking</td>
<td>10010</td>
<td>Wells Fargo Bank</td>
<td>3836</td>
<td>(9,905)</td>
</tr>
<tr>
<td>General Fund Investment</td>
<td>10020</td>
<td>Wells Fargo Bank</td>
<td>6671</td>
<td>10,516,952</td>
</tr>
<tr>
<td>Hanssen Scholarship Fund</td>
<td>10050</td>
<td>Wells Fargo Bank</td>
<td>7067</td>
<td>4,008</td>
</tr>
<tr>
<td>EMS Scholarship Fund</td>
<td>10055</td>
<td>Wells Fargo Bank</td>
<td>917</td>
<td>16,918</td>
</tr>
<tr>
<td>SNF Patient Trust</td>
<td>10035</td>
<td>Wells Fargo Bank</td>
<td>0021</td>
<td>18,014</td>
</tr>
<tr>
<td>SNF Memorial/Activity</td>
<td>10040</td>
<td>Wells Fargo Bank</td>
<td>9304</td>
<td>4,913</td>
</tr>
<tr>
<td>Investment Trust</td>
<td>10030</td>
<td>Wells Fargo Bank</td>
<td>6500</td>
<td>10,564,175</td>
</tr>
<tr>
<td>HRG Self Pay</td>
<td>10015</td>
<td>Sterling Bank</td>
<td>1566</td>
<td>56,273</td>
</tr>
<tr>
<td>LGIP Savings</td>
<td>10025</td>
<td>NV State Treasurer</td>
<td>#xxxGHO</td>
<td>238,485</td>
</tr>
</tbody>
</table>

**HGH Totals:** 31,566,539

I, Tim Powers, Interim CFO 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.

**Submitted & Signed:**

Tim Powers, Interim CFO
Executive Summary – Pool Pact: Insurance Coverage Renewal 2020-2021

Request: Renewal of Pool Pact insurance coverage for July 1, 2020 – July 1, 2021

Information: Proposal Pool Pact coverage includes the following (unchanged from current year):

- Property coverage
- Liability coverage (not medical liability)
- Cyber Risk Security coverage
- Environmental Liability coverage

Costs: with $25,000.00 deductible, costs are as follows:

<table>
<thead>
<tr>
<th></th>
<th>2020-2021</th>
<th>2019-2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$176,731.37</td>
<td>($Total)</td>
</tr>
<tr>
<td>Agent</td>
<td>$12,362.94</td>
<td>($Agent)</td>
</tr>
<tr>
<td>Final</td>
<td>$189,094.31</td>
<td>$253,972.00 Final Cost</td>
</tr>
</tbody>
</table>

Recommendation: Acceptance of renewal proposal from Nevada coverage as Public Agency Insurance Pool (POOL) and approval for payment from fiscal year 2020-2021 funds.
NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

Prepared For:

Humboldt General Hospital

Prepared By:

A and H Insurance

THANK YOU FOR YOUR SERVICE!
Dear POOL Member:

On behalf of all the POOL/PACT staff and Members, thank you for your continuing commitment to serving your communities. In unprecedented times your leadership and support make all of us stronger to fulfill our mission. The POOL remains committed to each Member’s financial security and overall success.

We are pleased to provide this Member Coverage Summary for your review. One of the most significant changes for 2020-2021 fiscal year is the addition of a new separate POOL Cyber Risk Coverage Form and a revised POOL Coverage Form for property and liability coverage. Overall, these form changes enhance and clarify your POOL coverages.

The POOL continues to offer extensive risk management services, such as our premier POOL/PACT HR services. The POOL continually improves and increases enrollment in the Absorb eLearning program, Target Solutions Fire/EMS training, and KnowBe4 email security training. Currently, over 8,000 POOL Member’s employees are enrolled in these POOL funded online training programs.

We encourage you to discuss the POOL’s services with staff and your agent. Our website regularly is updated so please visit www.poolpact.com to utilize a growing base of HR and risk management information as well as your coverage documents.

We extend our thanks to all Member volunteers who serve on our boards and committees. These volunteers do a superb job of representing the interests of the Members of your POOL.

Sincerely,

Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool
This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form and Cyber Risk Coverage Form edition July 1, 2020.

### NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

<table>
<thead>
<tr>
<th>RENEWAL PROPOSAL</th>
<th>COVERAGE PERIOD</th>
<th>NAMED ASSURED</th>
<th>MAINTENANCE DEDUCTIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>07/01/2020 – 07/01/2021 Standard Time</td>
<td>Humboldt General Hospital</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

**Property Coverage**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit per Loss</th>
<th>Per Schedule of Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
<td>$300,000,000</td>
<td></td>
</tr>
</tbody>
</table>

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

- **Accounts Receivable**: $5,000,000 per loss
- **Arson Reward**: 10% up to $25,000 per loss
- **Debris Removal - Mold/ Asbestos**: $100,000
- **Earthquake**: $150,000,000 aggregate
- **Flood**: $150,000,000 aggregate
- **Equipment Breakdown**: $25,000,000 aggregate - Flood Zone A
- **Loss of Income & Extra Expense**: included
- **Hazardous Substance Coverage**: $250,000 per loss
- **Spoilage Coverage**: $250,000 per loss
- **Data Restoration**: $100,000 per loss
- **Electrical Risk Improvements**: $10,000
- **Expediting Expenses**: $25,000 per loss
- **Unintentional Errors and Omissions**: $5,000,000 per loss
- **Money and Securities**: $500,000 per loss
- **Ordinance or Law – LEED Building**: $500,000
- **Agreed Value Vehicles**: Per Attachment D, if applicable
**NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY**

**Liability Coverage**

The Limits of Liability are as *follows*:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit per Named Assured</th>
<th>Annual Aggregate Limit per Named Assured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Event</td>
<td>$10,000,000</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>All Sublimits are a part of and not in addition to the Limits of Liability. Liability Sublimits:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Additional Insured (Lessors) (Section I, item 2)</td>
<td>$2,000,000</td>
<td></td>
</tr>
<tr>
<td>• Weed Spray Property Damage (Section IV, item 3 (B) (2) (ix))</td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>• Emergency Response to Pollution (Section IV, item 3 (B) (2) (v))</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>• Criminal Defense Fees and Costs (Section VI, part C, item 4)</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>• Defense for Regulatory Agency Actions (Section VI, part C, item 16)</td>
<td>$50,000</td>
<td></td>
</tr>
<tr>
<td><strong>Sexual Abuse Sublimit</strong> (Section VI, part C, item 21)</td>
<td>$2,500,000</td>
<td>$2,500,000</td>
</tr>
</tbody>
</table>

*Retroactive Date*  
*May 1, 1987 except as shown in Attachment C*
NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Cyber Risk Security Coverage

<table>
<thead>
<tr>
<th>The Limits of Liability</th>
<th>Liability Limits</th>
<th>Each Named Assured Member/Annual Member Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Privacy or Security Liability Limits</td>
<td>$3,000,000</td>
<td></td>
</tr>
<tr>
<td>Security Failure/ Privacy Event Management Coverage Sublimit</td>
<td>$100,000</td>
<td></td>
</tr>
<tr>
<td>Network Interruption Coverage Sublimit</td>
<td>$250,000</td>
<td>Waiting Hours Period: 12 Hours</td>
</tr>
<tr>
<td>Proof of Loss Preparation Costs Sublimit</td>
<td>$50,000</td>
<td></td>
</tr>
<tr>
<td>Retroactive Date</td>
<td>July 1, 2013</td>
<td></td>
</tr>
</tbody>
</table>

Environmental Liability Coverage

The Limits of Liability are as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Third Party Claims for Bodily Injury, Property Damage or Remediation Expense</td>
</tr>
<tr>
<td>B</td>
<td>First Party Remediation Expense</td>
</tr>
<tr>
<td>C</td>
<td>Emergency Response Expense</td>
</tr>
<tr>
<td>D</td>
<td>Business Interruption</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>DEDUCTIBLE</th>
<th>EACH INCIDENT LIMIT</th>
<th>AGGREGATE LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A,B,C</td>
<td>$25,000</td>
<td>$2,000,000</td>
<td>$10,000,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>DEDUCTIBLE</th>
<th>BUSINESS INTERRUPTION LIMIT (Days)</th>
<th>BUSINESS INTERRUPTION LIMIT ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>3 Days</td>
<td>365</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form and Cyber Risk Coverage Form edition July 1, 2020.
NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Member Contribution:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost:</td>
<td>$176,731.37</td>
</tr>
<tr>
<td>Agent Compensation:</td>
<td>$12,362.94</td>
</tr>
<tr>
<td>Total Program Cost Including All POOL Services:</td>
<td>$189,094.31</td>
</tr>
</tbody>
</table>
Historical Member Data & Loss Experience
# 2020 Member Loss Data

**Humboldt General Hospital**

## 2020 Total Incurred Losses

<table>
<thead>
<tr>
<th>Year</th>
<th>Incurred Losses</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>0</td>
</tr>
<tr>
<td>2018</td>
<td>0</td>
</tr>
<tr>
<td>2019</td>
<td>0</td>
</tr>
</tbody>
</table>

![Graph showing 2020 Total Incurred Losses](image)
STATE OF THE MARKET

Property:

Two years of combined loss ratios exceeding 100%, along with the previous prolonged soft market, have driven the market correction and insurers' push to return to profitability.

The market is hardening and rate increases are accelerating with each succeeding month. Underwriters continue to take a more critical look at exposures, restricting many coverage terms previously offered in the soft market.

If we get through the next hurricane season without a major U.S. landfall one might expect that the good news for insurers would, as in the past, push the supply and demand curve eventually in the buyer's favor.

We also expect that rate increases and capacity deployment will become more predictable by the end of 2020 as most of the re-underwriting by major property insurers should be completed.

Casualty:

The median settlement of the top 50 U.S. verdicts nearly doubled over the last four years ($54M in 2018 vs. $28M in 2014).

Reviver statutes that are aimed at abuse create a specter of unending litigation, legitimate and spurious, for schools, health care institutions and non-profits when statutes of limitations are abandoned or extended. Fear of the jury verdict wheel of fortune is also driving higher settlements.

Reinsurer feedback in the public entity sector largely concerns sexual abuse and molestation claims (SAM) as well as law enforcement and jail liability. Of note are exceedingly high demands and awards across the country, forcing underwriters to reevaluate both their limit and coverage offerings in risks where these exposures exist.
POOL PACT – HERE FOR YOU

Members Helping Members
In 1987, four Nevada counties formed their own risk sharing pool. Now over thirty years later, the majority of Nevada’s rural public entities remain committed to each other and the mission of their risk pool organization. POOL/PACT continues to excel in providing an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do an excellent job of representing the interests of the Member-owners of POOL/PACT.

Our members continue to see great value in being part of the POOL/PACT because of extensive services, and that keeps membership retention strong. POOL/PACT encourages you to discuss the services we offer with your insurance agent – its valued partner in the POOL program.

POOL Executive Committee
Cash Minor - Chairman (Elko County)
Josh Foli - Vice Chairman (Lyon County)
Geoff Stark - Director (Churchill County)
Dan Murphy - Director (Pershing Co.SD)
Gina Rackley - Director (Humboldt Co)
Ann Cyr - Director (Carson City SD)
Gerry Eick - Director (Incline Village GID)

PACT Executive Committee
Paul Johnson - Chairman (White Pine SD)
Cash Minor - Vice Chairman (Elko County)
Mike Giles - Director (City of Lovelock)
Josh Foli - Director (Lyon County)
Chris Mulkerns - Director (Town of Tonopah)
Cindy Hixenbaugh - Director (Pershing GH)
Elizabeth Frances - Director (White Pine County)
RISK MANAGEMENT

Training
POOL/PACT provides extensive training. Here are some examples, visit www.poolpact.com for more: Safe Driving Techniques • Blood Borne Pathogens • Ethics • Nevada Open Meeting Law • POOL/PACT 101 • Positive Governance

eLearning
POOL/PACT provides a dynamic eLearning platform, ongoing and timely learning courses, and support for: • Human Resources • Employee Safety • Cyber Security • Risk Management • Health and Wellness and more. • Emergency Medical Services • Fire Safety

Risk Management On-Site Programs
Risk Control Program Analysis • Infrared Thermography (IRT) • Safety Policies and Procedures Review • Site Surveys • OSHA Compliance Assistance • Safety and Loss Control Committees Review and Development • Traffic Safety Cones • Improved Security Systems • On-site Respirator Fit and Fire Extinguisher Training • Swimming Pool Safety Training and Inspections • School and Bus Safety Training. • Accident Investigation Claims Analysis • Hazard Communication Program Review and Development

Law Enforcement and Fire Protection
On-line Law Enforcement training, policies, and best practices from the Legal Liability Risk Management Institute • Fire and EMS training, policies, and best practices from TargetSolutions. Jail safety and best practice review is being provided to all members operating correction facilities.

Risk Management Grant Program
POOL/PACT provides Loss Control grants to help mitigate or eliminate risk to employees and liability exposure. Five, $2,000 risk management grants are available to each member each year.

24-7-365 Workers Comp Nurse Triage Program
PACT members are eligible to use our innovative and streamlined WC information and reporting system for non-life-threatening on-the-job injuries

Cyber-Security
All POOL members are provided a KnowBe4 online account subscription. Ongoing and updated Cyber Security training • Best Practices • Practice guidelines • Network assessments • Virtual Risk Officer

MSDSonline
OSHA and state compliance with safety data sheet management and updates are available online to ensure compliance and updated information.

For additional information contact Marshall Smith, POOL/PACT Risk Manager, (775) 885-7475 email: marshallsmith@poolpact.com website: www.poolpact.com
HUMAN RESOURCES

A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- Instructor-led training courses, workshops, and certificate programs.
- eLearning and live online training courses.
- Webinars on HR-related topics.
- On-site assessments of members’ HR practices with recommendations.
- Communication issued as “Alerts” to notify members when a significant HR-related law or practice has changed.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Sample job description templates and numerous HR forms that can be tailored for use by members.
- Salary schedule database available on our website for member reference.
- Summary of HR-related legislation produced each legislative session.
- HR Scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Conference providing HR representatives and CEOs valuable information on communication, leadership, and legal compliance.

For additional information contact Stacy Norbeck, POOL/PACT Human Resources Manager, (775) 885-7475 email: stacynorbeck@poolpact.com website: www.poolpact.com
POOL PACT CONTACTS

**Nevada Risk Pooling (NRP)**
(775) 885 7475

Wayne Carlson, Executive Director
waynecarlson@poolpact.com

Michael Rebaleti, Chief Operations Officer
mikerebaleti@poolpact.com

Alan Kalt, Chief Financial Officer
akalt@poolpact.com

Marshall Smith, Risk Manager
marshallsmith@poolpact.com

Mike Van Houten, eLearning Administrator
eLearning@poolpact.com

**Willis Re Pooling**

Mary Wray, Executive Vice President
(312) 288 7081
Mary.wray@willistowerswatson.com

Stephen Romero, Vice President
(775) 834 0201
Stephen.romero@willistowerswatson.com

Amalia Lyons, Account Executive
(614) 326 4944
Amalia.lyons@willistowerswatson.com

Courtney Giesseman, Vice President
(614) 326 4739
Courtney.giesseman@willistowerswatson.com

**Davies Claims Solutions**

Donna Squires – Claims Manager
(775) 329 1181
Donna.squires@ascrisk.com

Margaret Malzahn – WC Claims Supervisor
(775) 329 1181
Margaret.malzahn@ascrisk.com

**Pooling Resources, Inc. (PRI)**
(775) 887 2240

Stacy Norbeck, General Manager
stacynorbeck@poolpact.com

Jeff Coulam – Sr. HR Business Partner
jeffcoulam@poolpact.com
NPAIP MEMBERSHIP

Counties:
- Churchill County
- Douglas County
- Eureka County
- Esmeralda County
- Humboldt County
- Lander County
- Lincoln County
- Lyon County
- Mineral County
- Nye County
- Pershing County
- Storey County
- White Pine County

Cities:
- Boulder City
- City of Caliente
- City of Carlin
- City of Elko
- City of Ely
- City of Fernley
- City of Lovelock
- City of Wells
- City of West Wendover
- City of Winnemucca
- City of Yerington

Fire Districts:
- Mt. Charleston Fire Protection District
- North Lake Tahoe Fire Protection District
- North Lyon County Fire Protection District
- Pahranagat Valley Fire District
- Tahoe Douglas Fire Protection District
- Washoe County Fire Suppression
- White Pine Fire District

School Districts:
- Carson City School District
- Churchill County School District
- Douglas County School District
- Eureka County School District
- Esmeralda County School District
- Humboldt County School District
- Lander County School District
- Lincoln County School District
- Lyon County School District
- Mineral County School District
- Nye County School District
- Pershing County School District
- Storey County School District
- White Pine County School District

Special Districts:
- Alamo Water & Sewer District
- Amargosa Library District
- Beatty Library District
- Beatty Water & Sanitation District
- Canyon General Improvement District
- Carson-Truckee Water Conservancy District
- Carson Water Subconservancy District
- Churchill County Mosquito, Vector and Weed Control District
- Coyote Springs General Improvement District
- Douglas County Mosquito District
- Douglas County Sewer District
- East Fork Swimming Pool District
- Elko County Agricultural Association
- Elko TV District
- Fernley Swimming Pool District
- Gardnerville Ranchos General Improvement District
- Gerlach General Improvement District
- Humboldt General Hospital
- Incline Village General Improvement District
- Indian Hills General Improvement District
- Kingsbury General Improvement District
- Lakeridge General Improvement District
- Lincoln County Water District
- Logan Creek Estates General Improvement District
- Lovelock Meadows Water District
- Marla Bay General Improvement District
- Mason Valley Swimming Pool District
- Minden Gardnerville Sanitation District
- Moapa Valley Water District
- Nevada Association of Conservation Districts
- Nevada Association of School Boards
- Nevada Association of School Superintendents
- Nevada Tahoe Conservation District
- Northern Nye County Hospital District
- Pahrump Library District
- Palomino Valley General Improvement District
- Pershing County Water Conservation District
- Sierra Estates General Improvement District
- Silver Springs General Improvement District
- Skyland General Improvement District
- Smoky Valley Library District
- Southern Nevada Area Communication Council
- Southern Nevada Health District
- Stagecoach General Improvement District
- Sun Valley General Improvement District
- Tahoe Douglas District
- Topaz Ranch General Improvement District
- Tahoe Reno Industrial General Improvement District
- Tonopah Library District
- Walker Basin Conservancy
- Walker River Irrigation District
- Washoe County Water Conservation District
- West Wendover Recreation District
- Western Nevada Development District
- White Pine Television District #1
- Zephyr Cove General Improvement District
- Zephyr Heights General Improvement District

Thank you for your membership!
Humboldt General Hospital
118 E Haskell St
Winnemucca, NV 89445

<table>
<thead>
<tr>
<th>Item #</th>
<th>Trans Eff Date</th>
<th>Due Date</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>123200</td>
<td>7/1/2020</td>
<td>6/29/2020</td>
<td>RENB 20/21 POOL Policy</td>
<td>$189,094.31</td>
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Total Invoice Balance: $189,094.31

If you would like to pay by Credit Card or Electronic Check please go to https://aandhins.epaypolicy.com to make your payment. Fees may apply. Thank you.
Department: Maintenance

Item Description: Chiller compressor replacement

Justification: Chillers remove heat from liquids via a vapor-compression or absorption refrigeration cycle. The liquids can then be circulated through a heat exchanger to cool equipment. The current cooling system is at its limit with summer temperatures.

- **Purpose:** To replace damaged compressor on Chiller 2.
- **Other vendors considered/other quotes:**
  1. RHP mechanical systems proposal is $13,676.00; and
  2. TRANE proposal for $13,944
- Replacement of the damaged compressor would restore 50 tons of cooling to the HVAC system.

Cost to purchase: $13,676.00 from RHP

Other Costs:

- Service/Maintenance Agreement: N/A
- Consumables N/A

Recommendation: Approve chiller compressor replacement bid from RHP for $13,676.00.
PROPOSAL

RHP MECHANICAL SYSTEMS
P.O. BOX 2957
RENO, NV 89505
PHONE: (775)322-9434
FAX: (775)322-5508

To: 60450
HUMBOLDT GENERAL HOSPITAL
118 EAST HASKELL STREET
WINNEMUCCA, NV 89445

Date: 04/27/2020
PO #

Job Name / Location:
HUMBOLDT GENERAL HOSPITAL #4823
DUANE GRANNIS
118 EAST HASKELL
WINNEMUCCA, NV 89445

We are pleased to provide you with the following proposal:

#35545. Trane Chiller #2, SN:9919 - Replace 1B compressor is recommended by technician #5050.

Proposal is for labor, parts, and material to complete replacement of 1B compressor in Trane chiller #2, Model:CGAM100F2K02AXD2A1, Serial:U13M39919

Includes:
• Labor, freight, parts and material to complete replacement
• RHP ninety (90) day labor warranty
• Trane one (1) year compressor warranty
• EPA section #608 Guidelines (recovery and disposal of used refrigerant)

Excludes:
• Any additional repairs not detailed in scope
• Any leak repairs outside new point connections

Clarification:
• All work to be done during RHP's normal business hours, Mon-Fri, 7am-5pm.

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
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<tbody>
<tr>
<td>Labor</td>
<td>Regular</td>
<td>42.00</td>
<td>4,410.00</td>
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<tr>
<td>Material</td>
<td>COM09841 COMPRESSOR 460/3/60 26.2 TONS</td>
<td>1.00</td>
<td>6,789.15</td>
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<tr>
<td>Material</td>
<td>COR00241 CORE; REPLACEABLE, FILTER DRIER, 48-DM</td>
<td>2.00</td>
<td>71.17</td>
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<td>Material</td>
<td>W/R07445 WIRE, CONDUIT HARNESS, SET OF FOUR</td>
<td>1.00</td>
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<tr>
<td>Material</td>
<td>CTR02740 CONTACOR; TESYS D CONTACOR 64AMP/120V</td>
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<tr>
<td>Material</td>
<td>R410A REFRIGERANT R-410A 25# TANK</td>
<td>90.00</td>
<td>1,108.30</td>
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<td>Material</td>
<td>BRAZING B Brazing-Supplies</td>
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<td>Material</td>
<td>NITROGEN NITROGEN REFILL</td>
<td>5.00</td>
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<td>Material</td>
<td>FREIGHT-IN FREIGHT-IN</td>
<td>1.00</td>
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<tr>
<td>Material</td>
<td>4383-24 VACUUM PUMP OIL 1QT</td>
<td>1.00</td>
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<tr>
<td>Material</td>
<td>VAL104212 BALL VALVE</td>
<td>1.00</td>
<td>121.16</td>
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</tbody>
</table>
RHP MECHANICAL SYSTEMS
P.O. BOX 2957
RENO, NV 89505
PHONE: (775)322-9434
FAX: (775)322-5508

To: 60450
HUMBOLDT GENERAL HOSPITAL
118 EAST HASKELL STREET
WINNEMUCCA, NV 89445

Date: 04/27/2020
PO #

Job Name / Location:
HUMBOLDT GENERAL HOSPITAL #4823
DUANE GRANNIS
118 EAST HASKELL
WINNEMUCCA, NV 89445

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<tr>
<th>Category</th>
<th>Description</th>
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<th>Price</th>
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<tbody>
<tr>
<td>Miscellaneous</td>
<td>EPA SECTION #608 OF THE CLEAN-AIR-ACT</td>
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<td></td>
<td>Parts / Equipments Quoted</td>
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<td></td>
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</table>

13,676.00

Sales Tax: .00

Quote Amount 13,676.00

We propose to hereby furnish material and labor - complete in accordance with the above specifications.

$13,676.00

Payment to be made as follows:
NET 30 DAYS

This quotation may be withdrawn by us if not accepted within 60 days.

Authorized Signature  
Randy R. Acosta

Submitted By: RANDY ACOSTA
Note: This proposal may be withdrawn by us if not accepted within 60 days

Acceptance of proposal
The above prices and specifications of this quotation are satisfactory and are hereby accepted. All work to be performed under same terms and conditions, unless otherwise stipulated.

Signature ____________________________

Date of Acceptance: __________________
June 19, 2020

Duane Grannis  
Asset Manager  
Humboldt County Hospital  
118 E Haskell Street  
WINNEMUCCA, NV 89445 U.S.A.  

Site Address:  
Humboldt General Hospital  
118 E Haskell Street  
WINNEMUCCA, NV 89445  
United States  

ATTENTION: Duane Grannis  

PROJECT NAME: HGH Chiller 2 Compressor Replacement  

This proposal is for an OEM replacement of the failed Trane Compressor on the chiller listed below. This replacement is with all OEM materials and will be performed by Trane Factory Technicians with the associated Trane warranty. Thank you very much for the opportunity.  

EQUIPMENT LIST  

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Qty</th>
<th>Manufacturer</th>
<th>Model Number</th>
<th>Serial Number</th>
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</thead>
<tbody>
<tr>
<td>Air-Cooled Chiller, Scroll</td>
<td>1</td>
<td>Trane</td>
<td>CGAM100</td>
<td>U13M39919</td>
</tr>
</tbody>
</table>

SCOPE OF SERVICE  
- Check in with site  
- Lock out/tag out chiller  
- Remove refrigerant charge, weigh, and store for re-use  
- Remove failed compressor  
- Install new OEM Trane compressor  
- Install OEM contactor and drier  
- Charge unit with previously recovered refrigerant  
- Remove lock out/tag out  
- Start unit and confirm operation  
- Clean work station  
- Provide electronic report of work performed  
- Provide electronic refrigerant report to adhere to EPA standards  
- Check out with site
PRICING AND ACCEPTANCE

TOTAL PRICE: ......................................................... $13,944.00

CLARIFICATIONS

1. Any service not listed is not included.
2. Work will be performed during normal Trane business hours.
3. This proposal is valid for 30 days from June 19, 2020.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Travis Jackson
Business Advisor
Cell: (775) 240-1584

COVID-19 NATIONAL EMERGENCY CLAUSE
The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane’s performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane’s performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This agreement is subject to Customer’s acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

__________________________________________________________
Authorized Representative

__________________________________________________________
Printed Name

__________________________________________________________
Title

__________________________________________________________
Purchase Order

__________________________________________________________
Acceptance Date

Trane’s License Number: 0033245
TERMS AND CONDITIONS — QUOTED SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane’s performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the "Agreement") resulting from Company’s proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at [https://www.trane.com/TraneConnectedServicesTerms](https://www.trane.com/TraneConnectedServicesTerms), as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon the Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company’s counter-offer will be deemed accepted. Claims for damages of any nature, arising from or related to work done by or services provided by individual(s) of Company shall be an acceptance by Customer of Company’s terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Customer. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company’s regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company’s invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims by Customer, for no loss or damage to Customer’s property, for any loss or damage to personal property, for any loss or damage to fire or property damage which may be caused by the Services or operation and use of the Services. Company shall not be liable for any claims by Customer, for no loss or damage to personal property, for any loss or damage to fire or property damage which may be caused by the Services or operation and use of the Services. Company shall not be liable for any claims by Customer, for no loss or damage to personal property, for any loss or damage to fire or property damage which may be caused by the Services or operation and use of the Services. Company shall not be liable for any claims by Customer, for no loss or damage to personal property, for any loss or damage to fire or property damage which may be caused by the Services or operation and use of the Services. Company shall not be liable for any claims by Customer, for no loss or damage to personal property, for any loss or damage to fire or property damage which may be caused by the Services or operation and use of the Services. Company shall not be liable for any claims by Customer, for no loss or damage to personal property, for any loss or damage to fire or property damage which may be caused by the Services or operation and use of the Services. Company shall not be liable for any claims by Customer, for no loss or damage to personal property, for any loss or damage to fire or property damage which may be caused by the Services or operation and use of the Services. Company shall not be liable for any claims by Customer, for no loss or damage to personal property, for any loss or damage to fire or property damage which may be caused by the Services or operation and use of the Services. Company shall not be liable for any claims by Customer, for no loss or damage to personal property, for any loss or damage to fire or property damage which may be caused by the Services or operation and use of the Services.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

(a) Any guarantee of room conditions or system performance;
(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services.
(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion of work ("Limited Warranty"). Company’s obligations of equipment start-up, if any are stated in the Proposal, are coextensive with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company’s obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer’s failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company’s equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

The remedies set forth in this LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WARRANTIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE CUSTOM, OR ANY REPRESENTATIONS OR WARRANTIES ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE VENDORS, ALL PREVIOUSLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys’ fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees, officers, agents and representatives or the any indemnized party’s negligence or misconduct or any releases of or removal of, solvents or other substances or by the Customer’s failure to comply with the terms of this Agreement. Each party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOSS REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS, LOSSES, DAMAGES, OR EXPENSES RELATED TO OR ARISING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER’S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATIONS FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER’S DATA OR COMMUNICATIONS NETWORK.

15. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or upon request from Customer of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

16. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will provide to Customer, upon request from Customer, a Certificate of Insurance evidencing the following coverage:

- Commercial General Liability: $2,000,000 per occurrence
- Automobile Liability: $2,000,000
- Workers Compensation: Statutory Limits

If Customer has requested to be named as an additional insured under Company’s insurance policy, Company will do so but only subject to Company’s manuscript additional insured endorsement under its primary Commercial General Liability Policies. In no event does Company or its insurer waive its right of subrogation.
17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any event or act outside the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or political product from its direct or indirect benefit to the government.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or proceeding arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the parties are owned and/or operated by any agency of the United States Federal government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is illegal, invalid or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall be sufficient as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.


20. U.S. Government Contracts. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services are ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company acknowledges that under these Federal contracts, and the regulations that are contained in FAR 52.212-1 (a) (1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to direct sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-23; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including the submission to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all the requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribunal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0919)
Supersedes 1-10.48 (1114)
TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane’s Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane’s safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane’s incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane’s service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane’s safety Managers are certified instructors; safety Managers train technicians; 1-800 “How’s My Driving?” stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.
MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane’s safety culture is based on the following management principles:
- Leadership at the local level manages the local organization’s safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:
- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.
Department: IT

Item Description: Verkada cameras and software for exterior views of HGH campus.

Justification:

- **Purpose:** To enhance HGH safety and security by recording all incidents interior and exterior to the HGH buildings.

- **Rationale:** Current cameras do not function acceptable after sunset and are 10 years old. The current system also has a controller that is not functioning which prevents up to 60 cameras from recording video.

- The need exists to replace all 165 cameras for coverage of interior and exterior locations around HGH. The Verkada cameras are cloud based high security cameras that do not require an internal camera controller. They are accessible to any authenticated user from any Internet location. This system would allow WPD or other law enforcement agencies, through high security logons, the ability to access these cameras. This access could provide necessary tactical information in the event of a crisis at HGH. These cameras will also be used to monitor compliance with the use of face masks and other required personal protective equipment in accordance with Centers for Disease Control guidelines during the current COVID pandemic.

- **Other vendors considered/other quotes:** A replacement Panasonic Controller and software (No Cameras) was in excessive of $19,517.91. We would need to replace this failed controller and then purchase night capable cameras.

Cost to purchase: $194,119.95, opportunities exist to utilize COVID funds for this purchase.

Other Costs:

- Includes 10 year warranty
- **Service/Maintenance Agreement:** $8,625 for 5 years
- Consumables: None known

Recommendation: Original plan was to request replacement of 15 cameras, but due to the current crisis and need for current enhanced screening, safety and security, staff recommends purchase of all 165 replacement cameras.
DEAR MIKE BELL,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

**QUOTE CONFIRMATION**

<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
<th>GRAND TOTAL</th>
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**QUOTE DETAILS**

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<th>CDW#</th>
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<tr>
<td><strong>Verkada CD51-E - network surveillance camera - with 30 days of storage</strong></td>
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**PURCHASER BILLING INFO**

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**DELIVER TO**

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<th>RICK MCCOMB</th>
<th>118 E HASKELL ST</th>
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| SUBTOTAL           | $194,119.95               |
| SHIPPING           | $0.00                     |
| SALES TAX          | $0.00                     |
| GRAND TOTAL        | **$194,119.95**           |

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

| Tim George         | (866) 339-7082 | timoge@cdwg.com |

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
DEAR RICK MCCOMB,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

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<td>Verkada Command Cloud Service - subscription license (5 years) - 1 camera</td>
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ACCTS PAYABLE
118 E HASKELL ST
WINNEMUCCA, NV 89445-3299
Phone: (775) 623-5222
Payment Terms: Net 30 Days-Healthcare

SUBTOTAL $22,350.00
SHIPPING $151.41
SALES TAX $0.00
GRAND TOTAL $22,501.41

DELIVER TO

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RICK MCCOMB
118 E HASKELL ST
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75 Remittance Drive
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Tim George | (866) 339-7082 | timogeo@cdwg.com

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For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239
DEAR MIKE BELL,

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**PURCHASER BILLING INFO**

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<td>WINNEMUCCA, NV 89445-3299</td>
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**DELIVER TO**

|                        |          |                             |           |             |
| Shipping Address:      |          |                             |           |             |
| HUMBOLDT GENERAL HOSPITAL MIKE BELL |          |                             |           |             |
| 118 E HASKELL ST       |          |                             |           |             |
| WINNEMUCCA, NV 89445-3299 |          |                             |           |             |
| Phone: (775) 623-5222  |          |                             |           |             |
| Shipping Method: DROP SHIP-GROUND                                  |          |                             |           |             |

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

Tim George | (866) 339-7082 | timogeo@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
EMS Command Vehicle Replacement

Humboldt General Hospital
Board of Trustees Meeting
30 June 2020
Agenda item: F4

Executive Summary – Command Vehicle Replacement

Request
Purchase of Command Vehicle Replacement

Rational
Request to purchase a new command vehicle replacement. The current Command Vehicles are at end of life. The Command vehicles are used as a second supervisor vehicle and for secure car transfers. The replacement vehicle would be a 2017 Ford Explorer Interceptor SUV quoted at $18,000.00. The vehicle comes equipped with lights, sirens, console, push bar, laptop stand, and cage. The additional equipment would be a savings estimated of $12,000.00. The vehicle will be painted to match our fleet at a cost of $2,000.00. The decals of the vehicle can be completed in house at no additional cost. The additional $2,000.00 will be for vehicle monitor equipment and unforeseen cost i.e. radio equipment and light replacement. Total purchase request would be $22,000.00.

Recommendation
Recommend Board approval

Point of Contact: Jordan Kohler, EMS Interim Director
## USED VEHICLE PURCHASE QUOTE

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<td>$-</td>
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Payment does not include Tax, License or Registration Fees.

6/24/2020

**Quotation prepared by:**

This is a quotation for vehicle lease pricing. All quotes are based on current best pricing available at the time. Hincklease will attempt to obtain best available fleet or government pricing and will include all factory incentives and rebates as part of the customer acquisition cost.

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS
Purchaser: HUMBOLT GEN HOSPITAL
Address: 118 E HASKINS
City: WINNEMUCCA
Zip: 89445

NEW 6 USED £ COLOR TRIM Approx. Del Date R.O.S. No.
Year Cyl. Make Model Model 1460 L.D. No. 1C4TDJD52LG17857 $34,000
20 6 Dodge

FILL OUT THIS SECTION IF USED CAR IS TO BE TRADED IN
YEAR MAKE MODEL
Motor No. Tab No. License No.
Serial No. License No.
MILEAGE AV

BALANCE OWED TO
ADDRESS

USED CAR ALLOWANCE $0
BALANCE OWED ON CAR $0
NET ALLOWANCE ON USED CAR $0
DEPOSIT: RECEIPT #
PROCEEDS OF LOAN $0
CASH ON DEL.: RECEIPT #
TOTAL DOWN PAYMENT $0

INSURANCE ACKNOWLEDGEMENT
The undersigned acknowledge(s) that (he) (she) they were not required as a condition to the Security Agreement to purchase the credit life and credit disability insurance described below and that (he) (she) (they) were not required to purchase any of the insurance coverage described below through any particular broker, and that the premiums for said insurance were disclosed to the undersigned and included in the balance payable under the Security Agreement or Contract at (my) (our) specific request.

Any insurance will not be in force until accepted by the insurance carrier.

INSURANCE

$ Ded. Comp. & Theft Mos.: $ Gross Premium
$ Deductible Collision Mos.: $

$ Bod. Injury Limits Mos.: $
$ Property Damage Limits Mos.: $

Medical: 
Credit Life Ins.
Disability Ins.

Total Gross Premium $0

$ INS. CO.

Agent/Broker
WARNING—Unless a charge is included in this Agreement for Public Liability or Property Damage Insurance, Payment for such Coverage is not provided by this Agreement.

NOTICE: No person is required as a condition precedent to financing the purchase of a motor vehicle to purchase Insurance through a particular insurance agent or broker.

The foregoing declarations are hereby acknowledged.

SELLER RACKLEY CHRYSLER DODGE JEEP RAM

BUYER

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY PURCHASER.

Purchaser certifies that he is of legal age, and agrees to sign a Security Agreement according to the terms herein. In the event Payoff figures are more than quoted by the Purchaser, Purchaser hereby agrees to pay this excess on demand.

Purchaser's Signature

1. CASH PRICE OF CAR AND ACCESSORIES $34,000
2. SALES TAX $2,957
3. TO: DEPT. MOTOR VEHICLES...
4. TOTAL CASH PRICE $34,057
5. TOTAL DOWN PAYMENT $0
6. UNPAID BALANCE ON CASH PRICE $34,057
7. OTHER CHARGES $0
8. TOTAL INS. PREMIUMS $0
9. AMOUNT FINANCED $34,057
10. FINANCE CHARGE $0

TOTAL OF PAYMENTS $34,057

Legal Owner

Agreement Balance Payable in Installments as follows:
$ on 20 20
$ on 20 20

Beginning on the day of 20
If any payment is more than twice the amount of a regular equal payment — IDENTIFY AS "BALLOON PAYMENT" at $0

All payments shall be made at the office of the holder of the Security Agreement.

Buyer acknowledges that in the event of default in the payment of any installment due under the Security Agreement for a period of 10 days or more, holder of the Security Agreement may collect a delinquency charge in an amount not exceeding in the aggregate a sum of 5% of such installment, provided that such delinquency charge may be collected not more than once on any installment. And that failure to make timely payment may result in repossession by holder of Security Agreement or Contract.

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY PURCHASER.

Purchaser certifies that he is of legal age, and agrees to sign a Security Agreement according to the terms herein. In the event Payoff figures are more than quoted by the Purchaser, Purchaser hereby agrees to pay this excess on demand.

Purchaser's Signature

ADDITIONAL TERMS ON REVERSE SIDE
Purchaser: HUMBOLT GENERAL HOSPITAL
Zip: 89445
City: WINNEMUCCA
Date: 06/12/2020

Motor Vehicle Purchase Order

RACKLEY CHRYSLER DODGE JEEP RAM

5050 E WINNEMUCCA BLVD • WINNEMUCCA, NV 89445
(775) 623-5005 • FAX (775) 623-5007

Enter your order for the automobile, accessories and insurance listed below under the terms and conditions set forth below:

NEW/USED: COLOR/WHITE TRIM

Year  Cyl. Make Model 3500 CREW/No. 999999999999999999
Type PICK UP Key No.
Tab No.

Approx. Del Date 06/12/2020 R.O.S. No.

CASH PRICE

$ 34887.00

FILL OUT THIS SECTION IF USED CAR IS TO BE TRADED IN

MAKE/Model
Motor No. Tab No.
Serial No. License No.
MILEAGE AV

BALANCE OWED TO

ADDRESS

USED CAR ALLOWANCE $ 0

BALANCE OWED ON CAR $ 0

NET ALLOWANCE ON USED CAR $ 0

DEPOSIT: RECEIPT #

PROCEEDS OF LOAN # $ 0

CASH ON DEL.: RECEIPT # $ 0

TOTAL DOWN PAYMENT: $ 0

INSURANCE ACKNOWLEDGEMENT

The undersigned acknowledge that the (he) (she) (they) were not required as a condition to the Security Agreement to purchase the credit life and credit disability insurance described below and that (he) (she) (they) were not required to purchase any of the insurance coverage described below through any particular broker, and that the premiums for said insurance were disclosed to the undersigned and included in the balance payable under the Security Agreement or Contract at (my) (our) specific request.

Any insurance will not be in force until accepted by the insurance carrier.

INSURANCE

500.00 Ded. Comp. Fire & Theft
500.00 Deductible Collision
Bodily Injury $ NA
Property Damage $ NA
Medical:
Credit Life Ins.
Disability Ins.

Gross Premium

Total Gross Premium $ 35376.00

INS. CO.

Agent/Broker

WARNING—Unless a charge is included in this Agreement for Public Liability or Property Damage Insurance, Payment for such Coverage is not provided by this Agreement.

NOTICE: No person is required as a condition precedent to financing the purchase of a motor vehicle to purchase insurance through a particular insurance agent or broker.

The foregoing declarations are hereby acknowledged.

SOLD TO

RACKLEY CHRYSLER DODGE JEEP RAM

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY PURCHASER.

Purchaser certifies that he is of legal age, and agrees to sign a Security Agreement according to the terms herein. In the event Payoff figures are more than quoted by the Purchaser, Purchaser hereby agrees to pay this excess on demand.

Purchaser's Signature

ADDITIONAL TERMS ON REVERSE HEREOF

FORM 62306

TO REORDER 1(800) 726-2839

The printer makes no warranty, express or implied, as to content or fitness for purpose of this form. Consult your own legal counsel.
Executive Summary – Surplus six Delta Units and one Medic 5

Request
Request disposition: Surplus of six Delta Units and one Medic 5 from Fleet

Rational
The six Delta Units and one Medic 5 are all end of life. These Medic Units were used primarily for Burning Man. There are no plans to renew agreement to provide services to Burning Man. Maintenance needed for this fleet is estimated to be $30,000.00 annually. The surplus of the Delta Units and Medic 5 would offset some cost of the new Command Vehicle.

Recommendation
Recommend removal of six Delta Units and one Medic 5.

Point of Contact: Jordan Kohler, EMS Interim Director
Executive Summary: Board of Trustees Bylaws

Attached is a blacklined version of the revised Hospital Bylaws. A few comments:

1. The blackline shows all the changes that have been proposed since this revision process started.

2. The changes were limited to the following:

   (a) Article V, Section 3. We deleted a sentence stating that failure to attend 3 meetings is cause from removal from the Board. This issue is already addressed in Article III, Section 4.

   (b) Article VI, Section 2(a). We revised this section to further describe the onboarding process for new Board members.

   (c) Article VII. This article (which deals with committees) was completely re-written.

Recommendation: Board approval
BYLAWS, RULES, AND REGULATIONS
HUMBOLDT COUNTY HOSPITAL DISTRICT
BOARD OF TRUSTEES

ARTICLE I
ORGANIZATION

Section 1 – Name

The legal name of the organization is the Humboldt County Hospital District Board of Trustees (Board).

Section 2 – Authority

The Board is organized under the authority of Chapter 450 of the Nevada Revised Statutes (NRS) and Chapter 2.16 of the Humboldt County Code (HCC).

ARTICLE II
PURPOSE

The purposes of the Board are:

a. To exercise the powers and carry out the duties of the Board as authorized by NRS Chapter 450.

b. To maintain and operate a hospital to provide for the care of persons suffering from illness, affliction or disability in accordance with applicable local, state and federal laws.

c. To the extent such hospital is certified as a critical access hospital by the federal Centers for Medicare and Medicaid Services (“CMS”), to take action to comply with applicable CMS requirements for continued certification as a CAH;

d. To promote and carry on educational activities related to rendering care to persons suffering from illness, affliction, or disability.

e. To promote healthy lifestyles and other activities which, in the discretion of the Board, should be promoted by using hospital personnel, funds or other services that are or can be made available.

f. To promote and participate, so far as circumstances may warrant, any activity designed and carried on to promote the general good health of the community.
ARTICLE III
MEMBERSHIP

Section 1 – Number of Trustees and Term of Office

The Board shall consist of five (5) elected trustees and one (1) appointed trustee. The appointed trustee shall be appointed by and from the Board of County Commissioners of Humboldt County, Nevada. The term of office of each trustee shall be for four (4) years, and the time and manner of the election of the trustees shall be as set forth in HCC Chapter 2.16.

Section 2 – Oath and Bond

A Board trustee shall qualify by taking the oath of office within ten (10) days after appointment, if appointed, and prior to the first day of their term, if elected. No bond shall be required for taking the oath of office.

Section 3 – Office of Hospital Trustee Nonpartisan

The office of Board trustee is nonpartisan.

Section 4 – Vacancies

A vacancy on the Board occurs when a trustee: (i) resigns; (ii) dies; (iii) no longer is a resident of Humboldt County, Nevada; or, (iv) misses three (3) or more consecutive regular Board meetings. A vacancy shall be reported to the Humboldt County Board of Commissioners and filled in the manner prescribed by law.

Section 5 – Compensation and Expenses

The members of the Board shall be compensated in accordance with NRS 450.130, as amended from time to time. The compensation sum shall not exceed the limits defined therein.

ARTICLE IV
OFFICERS

Section 1 – Appointment, Duties and Terms of Officers

The officers of the Board shall be a Chairman and a Secretary. The officers shall be elected from the five (5) elected members of the Board by a majority vote of the Board. The officers shall hold office for one (1) year or until their successors are elected. The election of officers normally shall take place at the first regular Board meeting in January; however, if the election does not take place at that time, then the election may take place at any regular meeting or a special meeting called for such purpose. If, after an election year, neither the Chairman nor Secretary is a member of the newly elected Board, the first order of business at the regular January meeting after the new Board members take office shall be appointment, by mutual consent, of a temporary Chairman. Election of permanent officers shall take place immediately
thereafter. The County Commission member shall not hold an office on the Board, but may vote for the election of the officers. The officers’ duties are as follows:

a. The Chairman shall call and preside at all meetings of the Board, and shall be an ex-officio member of all committees.

b. The Chairman with the advice and consent of the Board shall have the authority to create and eliminate standing and special committees.

c. The Secretary or designee shall cause to be kept a complete and accurate record of the minutes of each meeting, and in the absence of the Chairman, be vested with all the powers and shall perform all the duties of the Chairman.

ARTICLE V
MEETINGS

Section 1 – Regular and Special Meetings

Meetings of the Board shall be regular and special. Regular meetings of the Board shall be held at least one (1) time each calendar month on a day and time determined by the Board. A special meeting may be called by the Chairman or a majority of the Board.

All meetings of the Board shall be noticed, held and conducted in accordance with NRS Chapter 241, the Nevada Open Meeting Law.

Section 2 – Quorum

Four (4) members of the Board constitute a quorum for the transaction of business.

Section 3 – Attendance at Meetings

Members of the Board shall notify the Chairman if they will be absent from any meeting. Failure to attend three (3) or more consecutive regular meetings shall constitute cause for removal from the Board.

ARTICLE VI
POWERS AND DUTIES

The Board shall have, subject to the limitations of law upon Board powers and duties, the power and authority to operate, direct, and manage the property, personnel, and facilities of Humboldt County Hospital District, including Humboldt General Hospital (“Hospital”). The remainder of this Article outlines the Board’s powers in more detail, but is not intended to limit the powers described in the prior sentence.
Section 1 – Policies and Decisions

a. The Board shall develop, implement and monitor policies governing the Hospital’s operations and shall ensure that those policies are administered so that the Hospital provides quality health care in a safe environment.

b. The Board shall adopt written policies consistent with Nevada law governing the health care services the Hospital furnishes, such as the scope of surgical, radiological, and other services offered by the Hospital. In adopting such policies, the Board shall consider the recommendations of the Hospital’s professional health care providers as described in 42 C.F.R. §485.635(a).

c. The Board shall approve Medical Staff application forms, delineation of privilege forms and similar documents or policies to identify the required qualifications of those who wish to provide services at the Hospital.

ad. Board members shall make policies and decisions strictly on a nonpolitical basis.

be. Board members shall comply with and adhere to the provisions of NRS Chapter 281A, the Nevada Ethics in Government Law.

cf. Board members shall keep confidential and legally protected information confidential. Any Board member speaking to the media does so as an individual, and does not speak for the Board, unless the Board has made a collective decision on the matter being spoken to, and the Board has by unanimous vote authorized such member to speak for the Board on the matter.

dg. Board members shall first refer complaints concerning the Hospital District, the Hospital or Hospital personnel to the Administrator for handling in accordance with established internal policies and procedures. Board members shall not encourage complaints to be made to the Board members as individuals.

Section 2 – Education and Orientation Policy

a. Board members shall be offered an orientation and onboarding process, which will include a tour of the Hospital—so that they may be familiar with the physical plant, functions of the departments and types of patient care.

b. Board members must make an effort to attend regional and state annual meetings of the associations of which the Hospital is a member.

c. Board members shall make an effort to avail themselves of educational seminars offered and, after attending an educational seminar, shall report on the same to the Board at the next regular meeting.
Section 3 – Funds

a. All general purpose funds of the Hospital District and, if necessary, all specific purpose funds shall be used for the operation and maintenance of the Hospital District in accordance with Nevada Revised Statutes.

b. If all liquid assets of the Hospital District are depleted, additional funds shall be sought from Humboldt County and/or other funding sources in accordance with Nevada Revised Statutes.

ARTICLE VII
COMMITTEES AND LIAISON FUNCTIONS

Section 1 – Committees, Membership and Functions
There shall be a Joint Conference Committee, a Quality Committee, and a Finance Committee as standing committees. Joint Conference Committee

The Board Chairman may direct that a Joint Conference Committee be formed to discuss issues and/or make recommendations as set forth in the Medical Staff Bylaws, or to discuss other issues for which the Board Chairman decides that Board and Medical Staff communication would be useful. The Joint Conference Committee shall consist of three (3) Board members appointed by the Board Chairman and three (3) Medical Staff members appointed by the Chief of Staff. The Hospital Administrator shall also be a member of the committee. The agenda, time and place of meetings of the Joint Conference Committee shall be as directed by the Board Chairman.

Section 2 – Special Committees

The Chairman may authorize special committees from time to time as deemed necessary. The members of each standing committee and chair of each special committee shall be appointed by the Chairman with the advice and consent of the Board. The Hospital Administrator shall be a member of each special committee. The agenda, time and place of special committee meetings shall be as directed by the chair of the special committee.

Section 3 – Liaison Functions

The Board Chairman may assign a Board member to serve as a liaison to the Hospital Administrator (or to the Administrator’s designee) to discuss and obtain information about issues related to the Hospital’s operations. The Board member shall report his or her findings to the Board on an ongoing basis. By way of example and not limitation, such Board members may serve as liaisons for issues related to quality improvement, finances and fiscal policies, and disaster preparedness.

a. The Joint Conference Committee shall consist of not more than three (3) Board members and members of the Medical Staff as appointed by the Chief of Staff. The committee shall meet not less frequently than quarterly and shall provide written or oral reports of committee activities to the Board and Medical Staff at regularly scheduled meetings. The
Joint Conference Committee shall be a forum for the discussion of matters of Hospital policy and practice, particularly policies and practices pertaining to efficient and effective patient care, and shall serve as a medical-administrative liaison with the Board and the Administrator. The committee shall also be responsible for the development and maintenance of methods for the protection and care of the Hospital patients and others at the time of internal and external disaster. If deemed necessary, the committee may form subcommittees to:

- adopt and periodically review a written plan to safeguard patients at the time of an internal disaster, particularly fire, and assure that all key personnel are familiar with the plan and its implementation; and

- adopt and periodically review a written plan for the care, reception and evacuation of mass casualties, and assure that such plan is coordinated with the inpatient and outpatient services of the Hospital, that it adequately reflects developments in the Hospital, community and the anticipated role of the Hospital in the event of disasters in nearby communities, and that the key personnel are familiar with the plan and its implementation.

b. The Quality Committee shall consist of not more than three (3) Board members. The committee shall meet not less frequently than annually to review reports relating to performance improving activities of Medical Staff and to evaluate and monitor the quality and utilization of health care services at the Hospital, and to make reports to the Board with recommendations concerning such activities and services.

e. The Finance Committee shall be comprised of the Secretary, as committee chairman, and a member of the Board and the Hospital Chief Fiscal Officer or designee. The committee shall meet not less frequently than quarterly to review and make recommendations concerning Hospital fiscal policies.

ARTICLE VIII
ADMINISTRATION

Section 1 – Administrator Appointment and Responsibilities

The Board shall appoint an Administrator who is responsible for implementing established policies in the operation of the Hospital District, for providing adequate information to the Board regarding Hospital District operations and federal, state and local developments that may affect such operations, and for enhancing liaison among the Board, Medical Staff and Administration. The Administrator shall be given the necessary authority and be held responsible for the administration of the Hospital in all its departments, subject only to the policies enacted by the Board and to such directives as may be issued by the Board.

The Administrator shall attend all Board meetings and, if appropriate, meetings of committees. The Administrator shall submit to the Board in a timely manner the budgets, financial activities reports, committee reports, organizational plans, licensing and other inspection reports, and all other reports necessary to keep the Board informed.
The Administrator shall be accountable only to the entire Board and not to individual members of the Board.

Section 2 – Evaluation of the Administrator

The Administrator shall have an annual performance review conducted by the Board. The performance review shall be based upon the major duties and responsibilities delineated in the appropriate job description.

ARTICLE IX
MEDICAL STAFF

Section 1 – Organization of Staff

The Board shall organize a medical staff composed of each regular practicing physician and allied health care provider in Winnemucca and Humboldt County meeting the standards fixed by the Medical Staff Bylaws promulgated by the Board. In performing this function, the Board shall:

a. determine, in accordance with Nevada law, which categories of practitioners are eligible candidates for appointment to the medical staff;

b. decide whether or not to appoint members of the medical staff after considering the recommendations of the existing members of the medical staff;

c. ensure that the medical staff has bylaws that comply with federal and Nevada law and the requirements of the critical access hospital conditions of participation;

d. decide whether or not to approve medical staff bylaws submitted by the medical staff. The medical staff bylaws and any revisions must be approved by the Board before they are considered effective;

e. ensure that the medical staff is accountable to the governing body for the quality of care provided to patients; and

f. ensure the criteria for selection are individual character, competence, training, experience, and judgment.

Section 2 – Granting Medical Staff Privileges, Authority Delegated to the Medical Staff, Discipline or Removal of a Physician

a. The Board delegates to the Medical Staff responsibility for making recommendations concerning initial Medical Staff appointments, reappointments, termination of appointments, the delineation of clinical privileges, and the curtailment of clinical privileges. Final appointment, reappointment and termination of appointment of members of the Medical Staff is the responsibility of the Board.
b. The delegated functions shall be carried out in accordance with the Medical Staff Bylaws.

**ARTICLE X**  
**PERFORMANCE IMPROVEMENT**

**Section 1 – Organization and Functions of Performance Improvement**

The Board shall cause to be organized, through the Administrator, such functions between departments, within a department, and with the cooperation of all practitioners and nursing and custodial staff as will assure quality patient care. The Administrator shall designate personnel to be responsible for various phases of the overall performance improvement programs to assure quality patient care.

The Board has final responsibility for maintaining quality patient care and the Board Chairman may, if the Chairman deems it necessary, appoint up to two (2) Board members to serve as a liaison between the Board and the Hospital staff to attend and report on performance improvement meetings in an ex-officio capacity.

The Board shall ensure that the performance improvement program addresses at least the following functions:

(a) assesses the services furnished directly by Hospital staff and those services provided under agreement or arrangement;

(b) identifies quality and performance problems;

(c) implements appropriate corrective or improvement activities; and

(d) ensures the monitoring and sustainability of those corrective or improvement activities.

**Section 2 – Reports**

Regular reports are required to be submitted to the Board. Such reports shall be submitted, with comments, suggestions, and recommendations for consideration and, if necessary, approval of the Board.

**Section 3 – Outside Providers**

It shall be the duty of the Board to determine and document that providers of service to the Hospital from outside sources are qualified to perform such services. The actual determination and documentation functions may be delegated by the Administrator to certain appropriate Hospital personnel.

**ARTICLE XI**  
**HOSPITAL AUXILIARY**
Section 1 – Recognition

The Board recognizes the Humboldt Hospital Auxiliary.

ARTICLE XII
OTHER ORGANIZED VOLUNTEER GROUPS

Section 1 – Recognition

The Board may recognize other organized volunteer groups, who shall be required to present their Bylaws and any amendments to the Board for approval, or submit a Letter of Agreement for approval of the Board.

ARTICLE XIII
AMENDMENT

Section 1 – Amendment

These Bylaws may be amended from time to time and as often as deemed necessary by the Board.

____________________________________  May 26, 2009
Chairman, Board of Trustees  Date

____________________________________
Secretary, Board of Trustees