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

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

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.)

- 1. Board meeting minutes May 26, 2020, June 8, 2020, June 9, 2020 and June 15, 2020.
- 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.)

- 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.)

<u>Notice</u>: 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 https://www.hghospital.org/ and https://www.hghospita

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.

DISTRICT BOARD OF TRUSTEES MEETING AGENDA June 30, 2020 Page 3

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.

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

<u>Notice</u>: 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 31st 2020



HUMBOLDT GENERAL HOSPITAL DISTRICT BOARD OF TRUSTEES MAY 26, 2020 REGULAR MEETING MEETING VIA TELECONFERENCE-VIDEOCONFERENCE

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

BOARD ABSENT:

None

STAFF PRESENT:

Karen Cole, Interim CEO
Tim Powers, Interim CFO
Tiffany Love, COO
Kim Plummer, Controller
Mike Bell, IT Director
Jordan Kohler, Interim EMS Director
Dianelis Almendares, HR Director
LeeAnn Cushway, CNO
Alicia Wogan, Executive Assistant
Shelly Smith, Finance
Johnathan Prichard, EMS
Dave Simksek, Pharmacy Manager

Robyn Dunkhorst, ED Manager

MEDICAL STAFF PRESENT:

None.

GUESTS:

Ashley Maden (Humboldt Sun), Mille Custer, Nicole Maher (Public Relations Director), and Lewis Trout.

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

NOT APPROVED

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 Saigal, 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-Teleradioloy; 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.

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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.

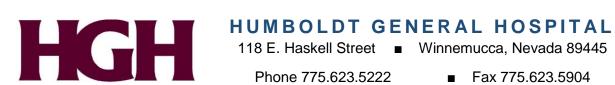
Casalez will speak with BE Smith and Powers regarding the details of the employment agreement. The consensus of the board is that they are comfortable with Casalez speaking with BE Smith and Powers about the terms of proposed employment.

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:	ATTEST:
JoAnn Casalez, Board Chairman	Alicia Wogan, Executive Assistant



Phone 775.623.5222

■ Fax 775.623.5904

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

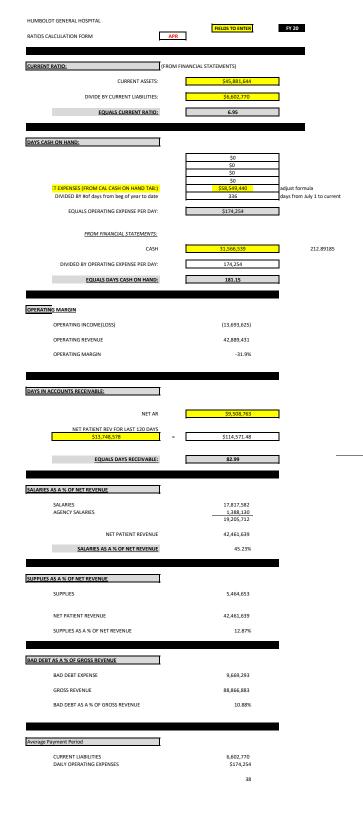
Medical Staff Applications for Appointments, Reappointments, Provisional, and Temporary Privileges

- **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 nonoperating 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.

			Hu	mboldt Gene	ral Hospital								
13 Month Statistics Comparison													
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	May-19	Jun 19	Jul 19	Aug 19	Sep 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar-20	Apr-20	May-20
Med/Surg Pt Days	151	165	174	141	158	189	186	159	200	199	150	178	188
Pediatric Days	17	2	0	1	7	3	2	0	0	0	-	0	0
Obstetrics Pt Days	31	18	33	31	32	24	24	18	36	24	21	31	29
Nursery Pt Days	43	23	36	37	33	31	22	22	28	27	27	31	31
ICU Pt Days	9	27	3	6	19	6	10	13	14	19	13	31	15
Swing Bed Days	32	25	53	78	71	24	85	66	38	83	83	66	68
Harmony Manor Days	898	861	974	1,116	1,042	1,091	965	945	1,010	927	941	891	936
Quail Corner Days	217	210	189	217	217	201	240	248	248	232	248	240	248
Admissions								_			1	-	
Observation													
Labor Room Deliveries	19	11	25	21	19	17	14	22	22	18	17	20	19
Operating Room Cases- Inpatient	136	118	104	105	117	118	108	91	114	98	22	17	21
Operating Room Cases- Outpatient								-			48	15	19
Radiology Tests- see detail below	1,403	1,201	1,248	1,296	1,339	1,531	1,229	1,107	1,350	1,282	1,147	922	977
Laboratory Tests	9,529	8,737	8,206	8,595	7,917	8,726	6,617	6,848	7,786	7,741	6,358	5,215	6,138
Emergency Room Visits	716	681	683	683	683	713	731	647	701	663	666	525	515
Billable Amublance Runs	156	150	134	128	137	152	135	109	131	110	121	130	128
RHC Visits- Total Visits	2,081	2,054	2,030	2,566	2,222	2,465	1,915	2,341	2,720	2,605	2,513	1816	1962
RHC FP1	_,=,==	2,00	-,	_,	-,	2,100	-,,,,	2,012	=,:=0	236	211	241	225
RHC FP2										236	437	286	372
RHC FP3										220	166	127	233
RHC Int Med										357	288	258	296
RHC Peds										354	331	194	188
RHC Res Clin					1					315	249	249	238
RHC TH										38	38	34	37
RHC WH										260	203	179	184
RHC Walk In		+			1					589	590	248	189
2		1								1 303	333	2.0	100
Radiology Tests by modality		+		1	1	+				+	+ +		
MRI		+								+	53	34	44
Mammogram		+				1				+	43	13	22
Bone Denisty		+		+	1					+	7	1	5
Computed Tomography		+				1				+	181	156	186
General Diagnostic											634	548	507
Nuclear Cardiac		+		1	1					+	14	10	10
Nuclear Medicine		+				1				+	7	0	9
Ultrasound		1		1	1					+	170	140	165
Vascular Ultrasound		+				1				+	38	20	29
											1147	922	977

				Humboldt General Hospital				E-
				Statement of Profit and (Loss)				
Humboldt	General Hospital			For the Period Ending May 31, 2020				
EV4	19 MONTH	MONTH OF N	MAY EV2020		FISCAL YEAR	2020 TO DATE	FY 2019 YTD	
FII	19 MON I H	WONTHOFT	WAT FTZUZU		FISCAL TEAR	2020 TO DATE	F1 2019 11D	
PF	RIOR YR	BUDGET	ACTUAL		ACTUAL	BUDGET	PRIOR YR	
\$	3,240,191	\$ 3,086,671	\$ 986,957	INPATIENT REVENUE	\$ 29,512,776	\$ 33,892,701	\$ 30,971,179	
	4,901,302	4,573,305	1,710,322	OUTPATIENT REVENUE	49,235,668	50,228,355	42,922,371	
	535,013	523,805	427,213	LTC	5,258,222	5,761,855	4,800,193	-
	389,666	52,728	187,291	CLINIC REVENUE	4,860,217	527,272	4,360,436	
	9,066,172	8,236,509	3,311,783	TOTAL PATIENT SERVICE REVENUE	88,866,883	90,410,183	83,054,179	
				DEDUCTIONS FROM REVENUE				
	(4,009,425)	(2,947,199)	754,377	CONTRACTUAL ADJUSTMENTS	(36,735,951)	(33,823,028)	(33,013,372)	
	(708,802)	(369,410)	(868,387)	BAD DEBT	(9,669,293)	(4,063,543)	(7,017,424)	
	(4,718,227)	(3,316,609)	(114,010)	TOTAL DEDUCTIONS FROM REVENUE	(46,405,244)	(37,886,571)	(40,030,796)	
			, , ,		,			
	4,347,945	4,919,900	3,197,773	NET PATIENT SERVICE REVENUE	42,461,639	52,523,612	43,023,383	
	23,992	44,575	32,241	OTHER OPERATING REVENUE	427,792	490,325	573,903	
	4,371,937	4,964,475	3,230,014	TOTAL OPERATING REVENUE	42,889,431	53,013,937	43,597,286	
				OPERATING EXPENSES				
	1,451,897	1,515,991	1,806,529	SALARIES	17,817,582	16,563,064	15,353,897	
	554,019	574,191	514,807	BENEFITS	5,808,935	6,316,101	5,469,212	
	146,303	57,916	110,984	CONTRACT LABOR	1,388,130	637,076	1,367,301	
	1,036,906	864,599	1,394,104	PURCHASED SERVICES	12,871,867	9,510,589	6,797,885	
	411,455	468,855	372,265	MEDICAL SUPPLIES	5,464,653	5,176,705	4,525,553	
	120,209	111,035	197,275	OTHER SUPPLIES & MINOR EQUIPMENT	1,368,927	1,211,839	780,929	
	183,553	273,381	219,609	REPAIRS AND MAINTENANCE	1,839,131	3,007,191	2,016,486	
	26,896	16,873	30,008	RENTS AND LEASES	311,226	185,603	283,535	
	45,634	30,264	46,711	INSURANCE	544,352	332,904	402,131	
	56,469	52,420	69,513	UTILITIES	766,742	576,620	669,588	
	543,930	605,839	546,204	DEPRECIATION	5,942,581	6,664,229	6,222,954	
	30,226	58,060	20,136	TRAVEL, MEALS & EDUCATION	221,716	629,298	285,068	
	187,801	86,386	81,420	OTHER EXPENSE	2,237,214	947,126	2,071,010	
	4,795,298	4,715,810	5,409,565	TOTAL OPERATING EXPENSES	56,583,056	51,758,345	46,245,549	
	(423,361)	248,665	(2,179,551)	NET OPERATING INCOME/(LOSS)	(13,693,625)	1,255,592	(2,648,263)	
+								
				NON-OPERATING REVENUE/(EXPENSES)				
	37,714	25,394	28,816	INTEREST INCOME	276,595	279,334	311,628	-
	1,468,408	369,265	2,199,327	TAXES	6,512,289	4,061,915	6,733,167	
	-		-	DONATIONS	5,000	-	1,575	
	-	-	(906,262)	SUBSIDIES	-	-	-	
	-	-	1,041	MISCELLANEOUS	-	-	-	
	1,506,122	394,659	1,322,922	NON-OPERATING REVENUE/(EXPENSES)	6,793,884	4,341,249	7,046,370	
\$	1,082,761	\$ 643,324	\$ (856,629)	NET INCOME/(LOSS)	\$ (6,899,741)	\$ 5,596,841	\$ 4,398,107	
\$	1,626,691	\$ 1,249,163	\$ (310,425)	EBIDA	\$ (957,160)	\$ 12,261,070	\$ 10,621,061	



July	31
aug	31
sept	30
oct	31
nov	30
dec	31
jan	31
feb	29
mar	31
apr	30
may	31
jun	30

31 30 31 31 JULY AUG SEPT OCT NOV DEC JAN FEB MAR MAR APR May 3,091,176 3,895,080 3,197,773 6,018,754 4,865,139 4,799,066 3,085,463 3,564,549 14,540,254 13,636,268 13,748,578

Humboldt General Hospital Statement of Profit and (Loss) For Period Ending: 05/31/2020

	MAY 2	020		FY2	020	
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE
INPATIENT REVENUE	\$986,957	\$3,086,671	(\$2,099,714)	\$29,512,776	\$33,892,701	(\$4,379,925)
OUTPATIENT REVENUE	1,710,322	4,573,305	(2,862,983)	49,235,668	50,228,355	(992,687)
LTC	427,213	523,805	(96,592)	5,258,222	5,761,855	(503,633)
CLINIC REVENUE	187,291	52,727	134,564	4,860,217	527,272	4,332,945
TOTAL PATIENT SERVICE REVENUE	3,311,783	8,236,508	(4,924,725)	88,866,883	90,410,183	(1,543,300)
DEDUCTIONS FROM REVENUE						
CONTRACTUAL ADJUSTMENTS	754,377	(2,947,199)	3,701,576	(36,735,951)	(33,823,028)	(2,912,923)
BAD DEBT	(868,387)	(369,410)	(498,977)	(9,669,293)	(4,063,543)	(5,605,750)
TOTAL DEDUCTIONS FROM REVENUE	(114,010)	(3,316,609)	3,202,599	(46,405,245)	(37,886,571)	(8,518,674)
TOTAL DEDUCTIONS FROM REVENUE	(114,010)	(3,310,009)	3,202,399	(40,405,245)	(37,000,371)	(0,310,074)
NET PATIENT SERVICE REVENUE	3,197,773	4,919,899	(1,722,126)	42,461,638	52,523,612	(10,061,974)
OTHER OPERATING REVENUE	32,241	44,575	(12,334)	427,792	490,325	(62,533)
TOTAL OPERATING REVENUE	3,230,014	4,964,474	(1,734,460)	42,889,430	53,013,937	(10,124,507)
OPERATING EXPENSES						
SALARIES	1,806,529	1,515,991	290,538	17,817,582	16,563,064	1,254,518
BENEFITS	514,807	574,191	(59,384)	5,808,935	6,316,101	(507,166)
CONTRACT LABOR	110,984	57,916	53,068	1,388,130	637,076	751,054
SUPPLIES MEDICAL	372,265	468,855	(96,590)	5,464,653	5,176,705	287,948
PURCHASED SERVICES	1,394,104	864,599	529,505	12,871,867	9,510,589	3,361,278
SUPPLIES & SMALL EQUIPMENT	197,275	111,035	86,240	1,368,927	1,211,839	157,088
REPAIRS AND MAINTENANCE	219,609	273,381	(53,772)	1,839,131	3,007,191	(1,168,060)
RENTS AND LEASES	30,008	16,873	13,135	311,226	185,603	125,623
INSURANCE	46,711	30,264	16,447	544,352	332,904	211,448
UTILITIES	69,513	52,420	17,093	766,742	576,620	190,122
DEPRECIATION	546,204	605,839	(59,635)	5,942,581	6,664,229	(721,648)
TRAVEL & MEALS	20,136	58,060	(37,924)	221,716	629,298	(407,582)
OTHER EXPENSE	81,420	86,386	(4,966)	2,237,214	947,126	1,290,088
TOTAL OPERATING EXPENSES	5,409,564	4,715,810	693,754	56,583,056	51,758,345	4,824,711
-	0,400,004	4,7 10,010	000,704		01,700,040	7,027,777
NET OPERATING INCOME/(LOSS)	(2,179,550)	248,664	(2,428,214)	(13,693,626)	1,255,592	(14,949,218)
NON-OPERATING REVENUE & EXPENSES						
INTEREST INCOME	28,816	25,394	3,422	276,595	279,334	(2,739)
TAXES	2,199,327	369,265	1,830,062	6,512,289	4,061,915	2,450,374
DONATIONS	0	0	0	5,000	0	5,000
OTHER INCOME	0	0	0	0	0	0
CERNER CLEARING	1,041	0	0	(0)	0	0
SUBSIDIES	(906,262)	0	(906,262)	0	0	0
NON-OPERATING REVENUE/ (EXPENSE)	1,322,922	394,659	928,263	6,793,884	4,341,249	2,452,635
NET INCOME/(LOSS)	(\$856,628)	\$643,323	(\$1,499,951)	(\$6,899,742)	\$5,596,841	(\$12,496,583)

HUMBOLDT GENERAL HOSPITAL BALANCE SHEET FOR MONTH ENDING 05/31/2020

	THIS YEAR	LAST YEAR	INC/(DEC)	INC/(DEC) %
ASSETS:				
CURRENT ASSETS:			•	
CASH & INVESTMENTS	\$31,566,539	\$28,557,113	\$3,009,425	10.5%
OTHER RECEIVABLES	2,425,719	1,706,776	718,943	42.1%
NET ACCOUNTS RECEIVABLE	9,508,763	11,366,931	(1,858,168)	-16.4%
INVENTORY	1,683,930	1,677,549	6,381	0.4%
PREPAIDS	696,693	560,236	136,457	24.4%
TOTAL CURRENT ASSETS	45,881,644	43,868,606	2,013,038	4.6%
PROPERTY, PLANT, & EQUIPMENT				
NET OF DEPRECIATION	58,860,681	60,637,000	(1,776,320)	-2.9%
DEFENDED OUTELOWS OF DESOUDOES				
DEFERRED OUTFLOWS OF RESOURCES PENSION DEFERRED OUTFLOWS	5,625,947	5,170,460	455,487	8.8%
TOTAL ASSETS	\$110,368,271	\$109,676,066	\$692,205	
LIABILITIES:				
ACCOUNTS PAYABLE	\$4,501,093	\$1,504,019	\$2,997,074	199.3%
ACCRUED PAYROLL	2,199,402	1,561,807	φ2,997,074 637.596	40.8%
OTHER CURRENT LIABILITIES	(97,726)	(531,774)	434,048	-81.6%
CURRENT PORTION OF LONG TERM DEBT	(97,720)	(331,774)	434,048	0.0%
TOTAL CURRENT LIABILITIES		2,534,052	4,068,717	160.6%
LONG-TERM LIABILITIES	0,002,703	2,004,002	4,000,717	100.070
NET PENSION LIABILITY	28,326,281	27,377,824	948,457	3.5%
DEFENDED INTLOWS OF DESCRIPTION				_
DEFERRED INFLOWS OF RESOURCES	4 440 000	4 700 500	(0.40, 0.50)	40.00/
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%
TOTAL LIABILITIES	41,675,813	31,708,415	4,670,321	

FUND BALANCE:

HUMBOLDT GENERAL HOSPITAL BALANCE SHEET FOR MONTH ENDING 05/31/2020

RETAINED EARNINGS	68,692,458	77,967,651	(9,275,193)	-11.9%
TOTAL LIABILITIES AND FUND BALANCE	\$110,368,271	\$109,676,066	(\$4,604,872)	

HUMBOLDT GENERAL HOSPITAL PRESENTATION OF CASH ACCOUNTS

MAY 31, 2020 -- FISCAL YEAR 2020

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

<u>HGH TOTALS:</u>	31,566,539

SUBMITTED & SIGNED:

Tim Powers, Interim CFO

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.

Humboldt General Hospital Board of Trustees Meeting June 30, 2020 Agenda item: F1

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:

<u>2020-2021</u>	<u>2019-2020</u>
\$176,731.37 (Total)	
\$ 12,362.94 (Agent)	
\$189,094.31 Final	\$253,972.00 Final
Cost	Cost

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



Prepared For:

Humboldt General Hospital

Prepared By:







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





RENEWAL	COVERAGE	NAMED ASSURED	MAINTENANCE
PROPOSAL	PERIOD		DEDUCTIBLE
	07/01/2020 —	Humboldt General	\$25,000
	07/01/2021	Hospital	
	Standard Time		

Property Coverage

Coverage	Limit per Loss	
Property	\$300,000,000	Per Schedule of
rroperty	\$300,000,000	Locations

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

The following sub-limits apply to section v. C. Extensions of Property Coverage.		
\$5,000,000 per loss		
10% up to \$25,000 per loss		
\$100,000		
\$150,000,000 aggregate		
\$150,000,000 aggregate		
\$25,000,000 aggregate - Flood Zone A		
\$100,000,000 per loss		
included		
\$250,000 per loss		
\$250,000 per loss		
\$100,000 per loss		
\$10,000		
\$25,000 per loss		
\$5,000,000 per loss		
\$500,000 per loss		
\$500,000		
Per Attachment D, if applicable		





Liability Coverage

The Limits of Liability are as follows:

Coverage	Limit per Named Assured	Annual Aggregate Limit per Named Assured
Per Event	\$10,000,000	\$10,000,000
All Sublimits are a part of and not in add Liability Sublimits:	lition to the Limits of Liab	pility.
 Additional Insured (Lessors) (Section I, item 2) 	\$2,000,000	
 Weed Spray Property Damage (Section IV, item 3 (B) (2) (ix)) 	\$250,000	\$250,000
 Emergency Response to Pollution (Section IV, item 3 (B) (2) (v)) 	\$1,000,000	\$1,000,000
 Criminal Defense Fees and Costs (Section VI, part C, item 4) 	\$50,000	\$50,000
 Defense for Regulatory Agency Actions (Section VI, part C, item 16) 	\$50,000	
Sexual Abuse Sublimit (Section VI, part C, item 21)	\$2,500,000	\$2,500,000
Retroactive Date		May 1, 1987 except as shown in Attachment C





Cyber Risk Security Coverage

The Limits of Liability are as follows:	\$3,000,000	Each Named Assured
Privacy or Security Liability Limits		Member/Annual
		Member Aggregate
Security Failure/ Privacy Event	\$100,000	Each Named Assured
Management Coverage Sublimit		Member
Network Interruption Coverage	\$250,000	Waiting Hours Period:
Sublimit		12 Hours
Proof of Loss Preparation Costs	\$50,000	Each Named Assured
Sublimit		Member
Retroactive Date: July 1, 2013		

Environmental Liability Coverage

The Limits of Liability are as follows:

Coverage A	Third Party Claims for Bodily Injury, Property Damage or	
	Remediation Expense	
Coverage B	First Party Remediation Expense	
Coverage C	Emergency Response Expense	
Coverage D	Business Interruption	

COVERAGE	DEDUCTIBLE	EACH INCIDENT	AGGREGATE
		LIMIT	LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS	BUSINESS
		INTERRUPTION LIMIT	INTERRUPTION
		(Days)	LIMIT (\$)
D	3 Days	365	\$2,000,000





Member Contribution:

Total Cost:	\$176,731.37
Agent Compensation:	\$12,362.94
Total Program Cost Including All POOL Services:	\$189,094.31





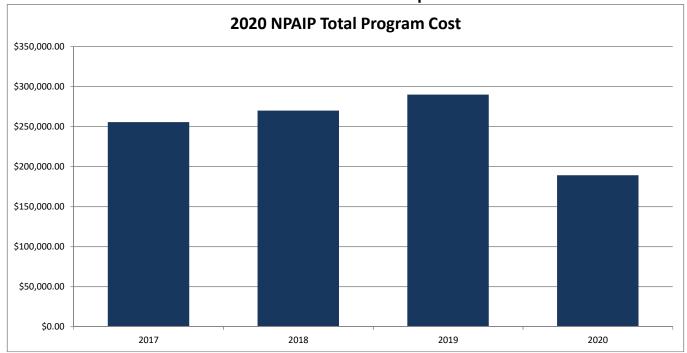
NEVADA PUBLIC AGENCY INSURANCE POOL

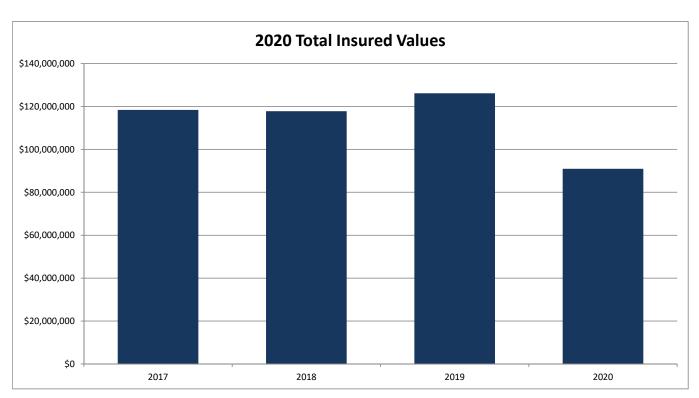
Historical Member Data & Loss Experience





2020 Member Exposure Data Humboldt General Hospital

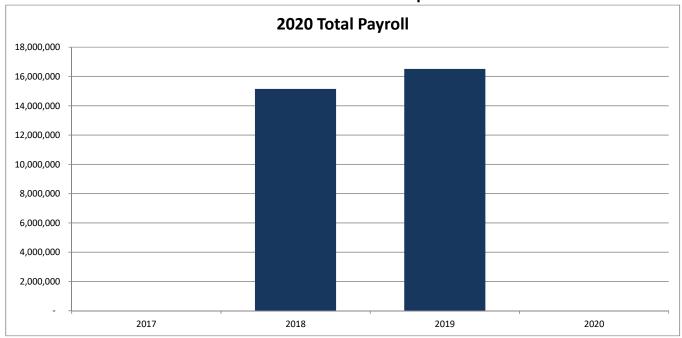


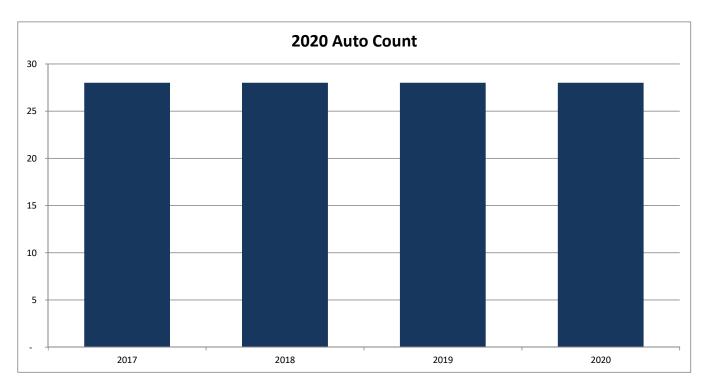






2020 Member Exposure Data Humboldt General Hospital









2020 Member Loss Data Humboldt General Hospital







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.





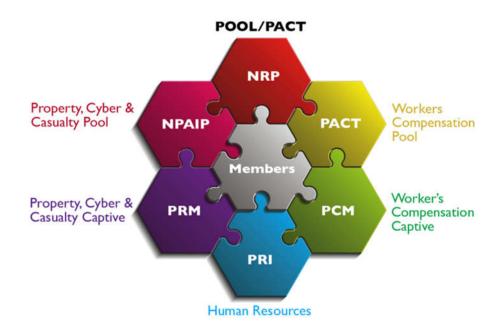
POOL PACT – HERE FOR YOU

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/PACTcontinues 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)





PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS

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 streamed lined WC information and reporting system for non-life-threatenin,g 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





PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS

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 Rebaleati, Chief Operations Officer mikerebaleati@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

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

Willis Re Pooling

Mary Wray, Executive Vice President (312) 288 7081

Mary.wray@willistowerswatson.com

Stephen Romero, Vice Preseident (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

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

Stacy Norbeck, General Manager stacynorbeck@poolpact.com

Jeff Coulam – Sr. HR Business Partner <u>jeffcoulam@poolpact.com</u>





NPAIP MEMBERSHIP

Counties:

Churchill County **Douglas County** Elko County Esmeralda County Eureka County Humboldt County **Lander County** Lincoln County Lyon County Mineral County Nye County Pershing County Storey County White Pine County

Towns:

Town of Gardnerville Town of Genoa Town of Minden Town of Pahrump Town of Round Mountain Town of Tonopah

School Districts:

Carson City School District Churchill County School District Douglas County School District Elko County School District Esmeralda County School District Eureka 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

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

Fire Districts:

City of Yerington

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

Others:

Central Nevada Historical Society Central Nevada Regional Water Authority County Fiscal Officers Association of Nevada Douglas County Redevelopment Agency Elko Central Dispatch Elko Convention & Visitors Authority **Humboldt River Basin Water Authority** Mineral County Housing Authority Nevada Association of Counties Nevada Commission for the Reconstruction of the V & T Railway Nevada League of Cities Nevada Risk Pooling, Inc. Nevada Rural Housing Authority Pooling Resources, Inc. Regional Transportation Commission of Washoe County Truckee Meadows Regional Planning Agency

U.S. Board of Water Commissioners Virginia City Tourism Convention Western Nevada Regional Youth Center White Pine County Tourism

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** 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 Silver Springs Stagecoach Hospital 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

Zephyr Cove General Improvement District Zephyr Heights General Improvement District

Western Nevada Development District White Pine Television District #1

THANK YOU **FOR YOUR MEMBERSHIP!**



341 Baud Street Winnemucca, NV 89445

Phone: (775) 623-5555 Fax: (775) 623-5556 Invoice # 9776

Account Number

HUMBGEN-01

BALANCE DUE ON

6/29/2020

AMOUNT PAID

Page 1 of 1

5/20/2020

Amount Due

\$189,094.31

Humboldt General Hospital 118 E Haskell St Winnemucca, NV 89445

(Commercial Package	PolicyNumber:	NPAIP202021HGH	Effective:	7/1/2020	to	7/1/2021
	Commercial Fuchage	i olioyi tarribor.	THE THE EDECE THAT	Liloutivo.	77 17 2020		77 172021

Item #	Trans Eff Date	Due Date Trans	Description	Amount
123200	7/1/2020	6/29/2020 RENB	20/21 POOL Policy	\$189,094.31

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.

Humboldt General Hospital Board of Trustees Meeting Date 6/30/2020

Agenda item: Chiller compressor replacement

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 Number

35545

Page 1 of 2

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

Phone (775)623-5222

Fax (775)623-5904

Phone (775)623-5222

Fax (775)623-5904

We are pleased to provide you with the following proposal:

#35545, <u>Trane Chiller #2, SN:9919</u> - 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.

Category		Description	Quantity	Price
Labor		Regular	42.00	4,410.00
Material	COM09841	COMPRESSOR 460/3/60 26.2 TONS	1.00	6,789.15
Material	COR00241	CORE; REPLACEABLE, FILTER DRIER, 48-DM	2.00	71.17
Material	WIR07445	WIRE; CONDUIT HARNESS, SET OF FOUR	1.00	505.35
Material	CTR02740	CONTACTOR; TESYS D CONTACTOR 64AMP/120V	1.00	140.94
Material	R410A	REFRIGERANT R-410A 25# TANK	90.00	1,109.30
Material	BRAZING	BRAZING-SUPPLIES	1.00	74.25
Material	NITROGEN	NITROGEN REFILL	5.00	134.33
Material	FREIGHT-IN	FREIGHT-IN	1.00	256.50
Material	4383-24	VACUUM PUMP OIL 1QT	1.00	13.12
Material	VAL104212	BALL VALVE	1.00	121.16

PROPOSAL

Proposal Number

35545

Page 2 of 2

RHP MECHANICAL SYSTEMS P.O. BOX 2957 RENO, NV 89505

PHONE: (775)322-9434 FAX: (775)322-5508

Date of Acceptance:

To: 60450 Date 04/27/2020 PO# **HUMBOLDT GENERAL HOSPITAL** Job Name / Location: 118 EAST HASKELL STREET HUMBOLDT GENERAL HOSPITAL #4823 WINNEMUCCA, NV 89445 **DUANE GRANNIS** 118 EAST HASKELL WINNEMUCCA, NV 89445 Phone (775)623-5222 Fax (775)623-5904 Phone (775)623-5222 Fax (775)623-5904 Category Description Quantity Price Miscellaneous EPA SECTION #608 OF THE CLEAN-AIR-ACT 1.00 50.73 Parts / Equipments Quoted 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 withdawn by us if not accepted within 60 days. Randy R. Acosta Authorized Signature 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

Signature





Trane U.S. Inc. dba Trane 5595 Equity Avenue, Suite 100 Reno, NV 89502

Phone: (775) 954-1352 Fax: (866) 539-7201

Service Contact: (775) 856-3343

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

Equipment	Qty	Qty Manufacturer Model Number		Serial Number
Air-Cooled Chiller, Scroll	1	Trane	CGAM100	U13M39919
Compressors	1000			

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

J:\JOBS\484\9791\1\HGH Chiller 2 Compressor Replacement.doc

PRICING AND ACCEPTANCE

TOTAL PRICE:\$13	.944	1.0	0
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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;
- 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	

©2020 Trane All rights reserved Page 2 of 5 Trane Service Quote

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, 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. Customer's acceptance of the Services by Company will in any event constitute 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 Company. 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, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.
- 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 contaminates 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 (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous 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, LIABILITIES, CONDITIONS AND REMIDIES, 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. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, 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 WARRANTY AND LIABILITY 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 or authorized agents in connection with their activities within the scope of this Agreement. Neither 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, LOST 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 CONNECTED WITH, RELATED TO OR ARISING FROM THE 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; COMMUNICATION 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 suspect the presence 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, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability \$2,000,000 per occurrence

Automobile Liability \$2,000,000 CSL 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 cause or event beyond 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, permits, 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 the finished product to the direct or indirect benefit of 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 suit 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 premises 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 invalid, illegal 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 suffice 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.
- 19. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

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 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 agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect 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; 52.222-35; 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, and 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 but not limited 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 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., in any state or United States court located in the state in which Company is 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 tribal 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.

Humboldt General Hospital Board of Trustees Meeting Date June 30th Agenda item: F3

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.

QUOTE CONFIRMATION



DEAR MIKE BELL,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LMDL373	6/19/2020	VERKADA	8525076	\$194,119.95

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Verkada ACC-MNT-3 - camera mounting kit	15	5610594	\$108.46	\$1,626.90
Mfg. Part#: ACC-MNT-3				
UNSPSC: 31162313				
Contract: Intalere Tier 4 (VH10213)				
<u>Verkada CD51-E - network surveillance camera - with 30 days of storage</u>	15	5840536	\$797.08	\$11,956.20
Mfg. Part#: CD51-30E-HW				
Contract: Intalere Tier 4 (VH10213)				
Verkada Access Control - Cloud License (5 years) - 1 door	183	6122911	\$514.35	\$94,126.05
Mfg. Part#: LIC-AC-5Y			·	
Electronic distribution - NO MEDIA				
Contract: Intalere Tier 4 (VH10213)				
<u>Verkada Mini Series CM41 - network surveillance camera - with 30 days of st</u>	168	6072969	\$514.35	\$86,410.80
Mfg. Part#: CM41-30-HW				
Contract: Intalere Tier 4 (VH10213)				

PURCHASER BILLING INFO	SUBTOTAL \$194,119.95
Billing Address:	SHIPPING \$0.00
HUMBOLDT GENERAL HOSPITAL ACCTS PAYABLE	SALES TAX \$0.00
118 E HASKELL ST WINNEMUCCA, NV 89445-3299 Phone: (775) 623-5222	GRAND TOTAL \$194,119.95
Payment Terms: Net 30 Days-Healthcare	
DELIVER TO	Please remit payments to:
Shipping Address: HUMBOLDT GENERAL HOSPITAL RICK MCCOMB 118 E HASKELL ST WINNEMUCCA, NV 89445-3299 Phone: (775) 623-5222 Shipping Method: DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION						
	Tim George	I	(866) 339-7082	I	timogeo@cdwg.com	

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

QUOTE CONFIRMATION



DEAR RICK MCCOMB,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LMBL881	6/17/2020	VERKADA	8525076	\$22,501.41

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Verkada CD51-E - network surveillance camera - with 30 days of storage</u>	15	5840536	\$915.00	\$13,725.00
Mfg. Part#: CD51-30E-HW				
Contract: Intalere Tier 4 (VH10213)				
<u>Verkada Command Cloud Service - subscription license (5 years) - 1 camera</u>	15	5586385	\$575.00	\$8,625.00
Mfg. Part#: LIC-5Y				
Electronic distribution - NO MEDIA				
Contract: Intalere Tier 4 (VH10213)				

PURCHASER BILLING INFO	SUB	TOTAL	\$22,350.00
Billing Address:	SHI	PPING	\$151.41
HUMBOLDT GENERAL HOSPITAL ACCTS PAYABLE	SALE	STAX	\$0.00
118 E HASKELL ST WINNEMUCCA, NV 89445-3299 Phone: (775) 623-5222	GRAND	TOTAL	\$22,501.41
Payment Terms: Net 30 Days-Healthcare			
DELIVER TO	Please remit payment	s to:	
Shipping Address: HUMBOLDT GENERAL HOSPITAL RICK MCCOMB 118 E HASKELL ST WINNEMUCCA, NV 89445-3299 Phone: (775) 623-5222	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		
Shipping Method: DROP SHIP-GROUND			

Need Assistance? CDW•G SALES CONTACT INFORMATION									
	Tim George	I	(866) 339-7082	I	timogeo@cdwg.com				

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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QUOTE CONFIRMATION



DEAR MIKE BELL,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LFTP113	2/7/2020	CAMERA	8525076	\$19,517.91

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic i-Pro Extreme WJ-NX400 - standalone NVR - 64 channels	1	4732757	\$11,320.19	\$11,320.19
Mfg. Part#: WJ-NX400/54000T6				
UNSPSC: 46171621				
Contract: MARKET				
Panasonic i-PRO Extreme H.265 Secure Video Management Software WV-ASM300 -	7	4526825	\$1,069.88	\$7,489.16
Mfg. Part#: WV-ASM300W				
UNSPSC: 43233205				
Electronic distribution - NO MEDIA				
Contract: Intalere Tier 4 (VH10213)				
Panasonic i-Pro Management Extension Software WV-ASE202W - license - 64 cha	1	3515287	\$599.99	\$599.99
Mfg. Part#: WV-ASE202W				
UNSPSC: 46171619				
Electronic distribution - NO MEDIA				
Contract: MARKET				

PURCHASER BILLING INFO	SUBTOTAL \$19,409.34
Billing Address:	SHIPPING \$108.5
HUMBOLDT GENERAL HOSPITAL ACCTS PAYABLE 119 E HASKELL ST	SALES TAX \$0.00
118 E HASKELL ST WINNEMUCCA, NV 89445-3299	GRAND TOTAL \$19,517.9
Phone: (775) 623-5222 Payment Terms: Net 30 Days-Healthcare	
DELIVER TO	Please remit payments 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	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION									
	Tim George	I	(866) 339-7082	I	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

HINCKLEASE

2305 S. Presidents Dr., Suite F Salt Lake City, Utah 84120 (801) 433-4578 lamont@hincklease.com



TO

Humboldt General Hospital

USED VEHICLE PURCHASE QUOTE

Quote Prepared For:	Contact Phone #	Date	Payment does not include Tax, License or Registration
		6/24/2020	Fees.

QTY	VEHICLE DESCRIPTION	ACQUISITION COST	EQUIPMENT COST	DOWN PAYMENT	TOTAL ACQUISITION	RESIDUAL	TERM	ANNUAL MILES	MONTHLY PAYMENT	ANNUAL PAYMENT
	2017 Ford Explorer Interceptor SUV	\$ 18,000.00			\$ 18,000.00	\$ -	0	\$ -	\$ -	\$ 18,000.00
	(includes lights, siren, console									
	push bar, laptop stand, cage)									
									14	

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This is a quotation for vehicle leae 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

MOTOR VEHICLE PURCHASE ORDER AND FEDERAL **DISCLOSURE STATEMENT**

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

IW2323

Stock No.	 		_
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Source Salesperson

Date	6	ļ	91	2	OZ	5	
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Purchaser 1 2001 DE 1 1007		Zip Or I I D		
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Enter my order for the automobile, accessories and insur	City	the terms and conditions set forth belo	one	
NEW⊠ USED COLOR TRIM	Approx. Del			
	10 JD 62 LC 116		CASH PRICE	
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		iad No.	\$34000	기
FILL OUT THIS SECTION IF USED CAR IS TO BE TRADED IN	THI	S CAR SOLD		↓
YEARMAKEMODEL Motor No. Tab No.	·			
Serial No License No	\blacksquare	CIC		
MILEAGEAV	\mathbf{A}	3-13		
BALANCE OWED TO				
ADDRESS	UNLESS WRITTEN GU	ARANTEE IS GIVEN AT TIME OF SALE		
USED CAR ALLOWANCE \$				
BALANCE OWED ON CAR \$				
NET ALLOWANCE ON USED CAR \$				
DEPOSIT: RECEIPT # \$			00/	
PROCEEDS OF LOAN 8 \$		Doc	487	
CASH ON DEL.: RECEIPT # \$		ACCESSORIES	\$	
TOTAL DOWN PAYMENT \$	1. CASI	H PRICE OF CAR AND ACCESSORIES	\$	
INSURANCE ACKNOWLEDGEMENT	ANNUAL	2. SALES TAX	\$ 0	
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	PERCENTAGE	3. TO: DEPT. MOTOR VEHICLES	\$ 29.25	
described below and that (he) (she) (they) were not required to purchase any of the		4. TOTAL CASH PRICE	\$	
insurance coverage described below through any particular broker, and that the premiums	RATE%	5. TOTAL DOWN PAYMENT	\$	
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.		6. UNPAID BALANCE ON CASH PRICE	\$	
Any insurance will not be in force until accepted by the insurance carrier.	44 -	7. OTHER CHARGES	\$	
INSURANCE Gross Premium	12. DEFERRED PAYMENT PRICE	8. TOTAL INS. PREMIUMS	\$	
\$ Ded. Comp. Fire & Theft Mos.; \$	TOTAL OF 1-2-3-7-8-10	9. AMOUNT FINANCED	\$	
\$ Deductible Collision		10. FINANCE CHARGE	\$	100
Bodily Injury \$Limits Mos.; \$ Property Damage \$Limits Mos.; \$	\$	11. TOTAL OF PAYMENTS	\$34518.	1
Medical: Mos., \$	Legal Owner	I	7131	
Credit Life Ins Mos.; \$	Legal Owner			
Disability Ins Mos.; \$				
Mos.; \$	Agreement Balance P	ayable in	Installments as fo	ollows:
own insurance list:		20,\$o		
INS. CO.	•	monthly installments of \$		
Agent/Broker	beginning on the	day of	20	
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	· ·	e than twice the amount of a regular eq	ual payment — IDEN	ITIFY
Agreement. NOTICE: No person is required as a condition precedent to	AS "BALLOON PAYM	ENT" at \$	· · ·	
financing the purchase of a motor vehicle to purchase insurance through a particular	All payments shall be	made at the office of the holder of the S	Security Agreement.	
Insurance agent or broker. The foregoing declarations are hereby acknowledged.	Buyer acknowledges	that in the event of default in the payn	nent of any inetallme	ent du
	under the Security Ag	reement for a period of 10 days or m	ore, holder of the S	Security
SELLERRACKLEY CHRYSLER DODGE JEEP RAM		t a delinquency charge in an amount not estallment, provided that such delinquer		
		istallment, provided that such delinquer any installment. And that failure to mak		
BUYER	in repossession by hole	der of Security Agreement or Contract.		
NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it co	ontains any blank space	s to be filled in. (2) You are entitled to	a completely filled-in	n cop

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.

All used cars or trucks sold "AS IS" and without guarantee as to condition, mileage, Purchaser certifies that he is of legal age, and agrees to sign a Security Agreement year or model, unless otherwise specified in writing.

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.

(Seller)	RACKLEY CHRYSLER DODGE JEEP RAM	
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Ву	AUTHORIZAD REPRESENTATIVE OF DEALER	The state of the s

MOTOR VEHICLE PURCHASE ORDER AND FEDERAL **DISCLOSURE STATEMENT**



(775) 623-5005 • FAX (775) 623-5007

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Surplus of six Delta Units and one Medic 5

Humboldt General Hospital Board of Trustees Meeting 30 June 2020 Agenda item: F5

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

Humboldt General Hospital Board of Trustees Meeting

June 30, 2020

Agenda item: F6

Executive Summary: Board of Trustees Bylaws

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

- 1. The blackline shows <u>all</u> 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;
- <u>ed</u>. To promote and carry on educational activities related to rendering care to persons suffering from illness, affliction, or disability.
- de. 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.
- ef. 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 officer's duties are as follows:

- a. The Chairman shall call and preside at all meetings of the Board, and shall be an exofficio 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.
- ef. 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 tour 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.

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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.
- c. 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 Board.	to tim	e and	as ofte	en as	deemed	necessary	by	the
Chairman, Board of Trustees	Date	May 2	26, 200	9				
Secretary, Board of Trustees								