

HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY

JULY 28, 2020

5:30 P.M.

SARAH WINNEMUCCA CONFERENCE

ROOM

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

HUMBOLDT GENERAL HOSPITAL
118 EAST HASKELL STREET
WINNEMUCCA, NEVADA 89445

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

MEETING DATE: Tuesday July 28, 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. Cerner Representatives
3. Administration report
 - a) Clinic update – Robert Johnson
 - b) Infection Control update – Janet Sturtz
 - c) CEO/CFO Report – Tim Powers

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

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

July 28, 2020

Page 2

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 June 30, 2020.
2. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Greg Paloolian, DO, Provisional-Emergency Medicine; Karam Batieha, MD, Provisional-Internal Medicine/Hospitalist; Eric Goldberg, MD, Consulting-Radiology; and, Jusmin Patel, MD, Consulting-Nephrology.

E. FINANCIAL REPORTS

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

1. Financial update
2. Warrants disbursed - Monthly expenditures

F. BUSINESS ITEMS-OTHER REPORTS

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

1. Hospital Administration-Nursing / proposal to purchase five Hillrom Centrella smart beds at an estimated cost of \$42,500 / Nursing-Administration
2. Hospital Administration-EMS / proposal to purchase 50 powered air-purifying respirators (PAPR) at an estimated cost of \$65,000 / EMS Director-Administration
3. Hospital Administration-Respiratory / proposal to purchase two Hillrom EKG machines and associated IT interface and service agreement at an estimated cost of \$64,000 / Respiratory Manager-Administration
4. Hospital Administration-Laboratory / proposal to purchase Atellica immunoglobulin testing instrument and associated IT interface and water supply at an estimated cost of \$140,000 / Lab Supervisor-Administration
5. Hospital Administration / proposal to purchase six Well Screen kiosks to provide screening services for hospital entrances at an estimated cost of \$37,500 / Administration
6. Hospital Administration-Accounting / request to authorize attestation to accept Provider Relief Funds of approximately \$6.1 million / CFO-Administration
7. Hospital Administration / request to designate eligible COVID-19-related expenses for possible reimbursement from the Cares Act funds received by other local governments / Administration
8. Hospital Administration / proposal to complete kitchen-exhaust upgrade / Administration
9. District Administration / terms and conditions of employment agreement with Tim Powers to provide administrator-chief executive officer services / Board of Trustees

G. TRUSTEE COMMENTS-STAFF REPORTS

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

H. PUBLIC COMMENT

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

Notice: Pursuant to Section 3 of the Declaration of Emergency Directive 006 ("Directive 006") as extended, the state law requirement that public notice agendas be posted at physical locations within the State of Nevada is suspended.

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

July 28, 2020

Page 3

This agenda has been physically posted at the locations noted above and electronically posted at <http://www.hghospital.org/> and at <https://notice.nv.gov/>.

Notice: Pursuant to Section 1 of Directive 006 as extended the state law requirement that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate is suspended. The meeting may be accessed via: (i) teleconference by dialing 1-646-749-3122 and using access code 368-086-437; or, (ii) videoconference by entering <https://global.gotomeeting.com/join/368086437> in a web browser.

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

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

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

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

Department Report to Board of Trustees



June Report 2020

Staffing

22- Full time (11 Paramedics and 11 AEMT/EMT) and 22 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

126 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 June)

All bench marks for response times have been met (Average Chute Time 00:50 Seconds for 911 Calls)

Other

6 Delta Units were sold locally

8 Students Full Tuition was approved for upcoming EMT/AEMT classes from State EMS Grant

**HUMBOLDT GENERAL HOSPITAL
DISTRICT BOARD OF TRUSTEES
JUNE 30, 2020 REGULAR MEETING
MEETING VIA IN-PERSON--TELECONFERENCE--VIDEOCONFERENCE**

BOARD PRESENT:

JoAnn Casalez, Chair
Bill Hammargren, Member
Gene Hunt, Member
Alicia Cramer, Member
Ken Tipton, County Comm. Member

Kent Maher, Legal Counsel

BOARD ABSENT:

Michelle Miller, Secretary

MEDICAL STAFF PRESENT:

None.

GUESTS:

Mille Custer (phone), Nicole Maher (Public Relations Director), Marianne Dente and Scott Rottman (A&H Insurance-phone), and Wayne Carlson (POOL-PACT-phone).

CALL TO ORDER:

Board Chair Casalez called the June 30, 2020 board meeting to order at 5:35 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:

CNO Cushway reported: from March through June over 1,000 COVID tests were conducted, with 83 testing positive for Humboldt County; elective surgeries were resumed at the end of May; the new OR Director is Mary Jo Nazer; there is a reduction in COVID related admissions since March; there is increased availability for the rapid tests; the screener job positions were posted and hiring is in process; limited visitation has resumed with the exception of long term care (LTC); the daily State surveys for Acute continue; there are weekly state surveys for LTC; there is an increase in behavioral health patients seen in the Emergency Room and nursing criteria and admission to Acute Care have been developed; and, care nurses were approved to be in Acute Care and ED 24/7. Board member Hammargren asked if

the mental health facilities are refusing to take behavioral health patients. Cushway said there have been delays but not due to refusals, they are due to not taking patients who are not cleared from COVID and beds are not always available. Board member Hunt asked about rapid testing. Cushway advised that the hospital obtains the tests from the State lab and they have been able to order 100 per week.

COO Love reported: that a new cloud based camera system that will allow security to monitor on their cellular phones is being considered for purchase; equipment for the EZ Lab was purchased to make it run more efficiently and the current patient load ranges from zero to 15 per day with an average of two per day; security has resumed normal rounding; and, screeners have been provided with iPhones to call security for assistance. Board member Hunt asked if there is a direct dial to security. Love said there is not; however, there was discussion in today's safety huddle meeting to make sure all front-line staff have the phone number for security. Hunt commented that it may be more efficient to have radios for direct contact to security. Board chair Casalez suggested there is a radio app for mobile phones. Love advised she will look into it.

Practice Administrator Johnson reported: the Care Adopt program implementation has had some setbacks which were resolved and the program is moving forward; the number of clinic visits have increased; and, Dr. Subha Rajan is picking up new patients, well received by both patients and staff, taking call for labor and delivery/neonatal patients and an active member of medical staff.

Interim CEO Cole said: the residency graduation program was held June 23, 2020 for Dr. David Masuck and Dr. Hind Elsanousy; and, a residency faculty position has been posted through UNLV and Dr. Lacy Feticc will be on site to interview for the position July 20, 2020.

CEO Cole reported: Brittani Smith, MD, an FP/OB, will start in the fall of 2020; David Masuck, MD, FP is scheduled to start August 1, 2020; there is continuing interest from a psychiatrist to provide services; Kirit Saigal, NP, who specializes in Behavioral Health will be available soon; Danny Lambert, PA, is awaiting a license; and, David Fielder, NP starts in long term care July 27, 2020.

Cole said: video interviews were scheduled with two external candidates for the EMS Director position; the candidates will also have site visits and there is one internal candidate for the position; and, they are currently recruiting for Community Relations/Marketing person, an Obstetrics Nurse Manager and a Clinic Nurse Manager.

Cole reported that Owners Representative Mike Sheppard advised that the contractor (Sletten) was contacted to reschedule the subcontractors to complete the building project and there is a meeting scheduled for July 7, 2020 to outline the process for moving forward with project which will include cafeteria flooring, kitchen hood replacement, pharmacy metal doors, epoxy paint and an IV hood.

Cole commented there is a possible funding opportunity to use unused County COVID funds which could result in payment for screening technology and UV infection control lights, but the timeline is tight and may require a special meeting of the board to consider.

Interim EMS Director Kohler said: two Paramedic positions are posted and they will help with Orovada which hasn't been staffed since last year; the Community Paramedicine program is going strong and they are still contacting COVID patients daily; all ambulances have passed State inspection; the Community Paramedicine program received a grant with NRHP which was supposed to end July 1, 2020, but it has been extended out to December 31, 2020 to provide a half- to full-time employee for the

program and some equipment; and, the EMS service experienced the busiest month ever for calls. EMS members Anthony Pasquale, Stephanie McGilvery and Charles Paddock provided an Honor Guard for the passing of Matt Morgan.

CONSENT AGENDA:

Motion by board member Hunt and second by board member Hammargren to approve the consent agenda consisting of: (i) board meeting minutes for May 26, 2020, June 8, 2020, June 9, 2020, and June 15, 2020; and, (ii) Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Scott Stone, MD, provisional-Emergency Medicine; and, Bejal Patel, MD, Active Staff-Pediatrics. Motion carried unanimously.

FINANCIAL REPORTS:

Interim CFO Powers presented and explained the May 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 said Cerner is discontinuing their use of the Trust coding service, but the hospital can now contract directly with Trust at significantly reduced coding rates. REV Works plans to move to R1, but the entire REV Works team should be intact, so nothing should be lost. Powers explained the Long Term Care revenue cycle process and noted that Medicaid and the self-pay portions run smoothly, but there is difficulty with Medicare because they require everything to be placed on one claim. As of today, the billing for every month is complete with the exception of February, which should be fixed tomorrow. When June is billed, everything will be up to date. Powers thanked everyone who worked to fix the process.

Motion by board member Hammargren and second by board member Cramer to approve the May 2020 financials, warrants, and disbursements as presented. Motion carried unanimously.

BUSINESS ITEMS-OTHER REPORTS:**1. Hospital Administration / Nevada Public Agency Insurance Pool (POOL) 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**

Scott Rottman and Marianne Dente with A&H Insurance thanked the hospital for its continued support. Dente explained that last year the maintenance deductible was increased to \$25,000 which saved \$33,000 and outlined the coverages for: earthquake and flood, ordinances and law, liability through LiCON, Cyber events and environmental events. This year's premium is \$189,094.31, a decrease of 26.23%, which is due to an update of the total insured values from the appraisals.

Motion by board member Cramer and second by board member Hammargren to approve the insurance proposal for \$189,094.31 as presented. Motion carried unanimously.

2. Hospital Administration-Maintenance / proposal to purchase of chiller compressor replacement from RHP Mechanical Systems for the sum of \$13,676 / COO-Administration

Motion by board member Hammargren and second by board member Hunt to approve the purchase of chiller compressor replacement in the amount of \$13,676 as presented. Motion carried unanimously.

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 of \$22,500+ / IT Director-Administration

Motion by board member Hammargren and second by board member Cramer to approve the purchase of fifteen Verkada security-surveillance cameras, software, mounting equipment and five-year service agreement from CDW Government in the amount of \$22,500 as presented. Motion carried unanimously.

4. Hospital Administration-EMS / proposal 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

Motion by board member Hammargren and second by board member Cramer to approve the purchase for EMS of a used 2017 Ford Explorer SUV and to paint and equip the vehicle in the total amount of \$22,000 as presented. Motion carried unanimously.

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

Interim EMS Director Kohler advised that these are the vehicles that were used for Burning Man and since services are no longer being provided for Burning Man, there is no use for the units by the department.

Motion by board member Tipton and second by board member Hammargren to determine that the six Delta units and one Medic 5 unit from the EMS fleet are no longer required for public use and to authorize sale or disposal in any manner as presented. Motion carried unanimously.

6. District Administration / proposal to approve Board of Trustees Bylaws / Board of Trustees

Board chair Casalez indicated that Board member Miller (who is absent) is in favor of approving the Board of Trustees Bylaws.

Motion by board member Hammargren and second by board member Cramer to approve the Board of Trustees Bylaws as presented. Motion carried unanimously.

7. District Administration / terms and conditions of employment and employment agreement with Tim Powers to provide administrator-chief executive officer services / Board of Trustees

Board chair Casalez stated she has received a signed letter of intent (LOI).

Motion by board member Hammargren and second by board member Cramer to approve the terms and conditions of the proposed employment agreement based on the LOI with Tim Powers as presented. Motion carried unanimously.

TRUSTEE COMMENTS-STAFF REPORTS:

Board member Tipton welcomed Tim Powers.

Board member Hunt thanked and said he appreciates the staff and everyone for their work, as it makes a difference.

Board member Hammargren welcomed Tim Powers and thanked Interim CEO Cole for her assistance with the organization.

Board member Cramer welcomed Tim Powers and thanked staff for taking on the LTC challenges.

Board chair Casalez passed around a thank you note for the drug free graduation and a thank you card from patient who received prompt medical care. Casalez thanked staff for the work on the LTC and welcomed Tim Powers. Casalez said she appreciated Interim CEO Cole and the work she has done. Casalez thanked EMS for providing the Honor Guard for Matt Morgan.

PUBLIC COMMENT:

There was no public comment.

Board chair Casalez adjourned the June 30, 2020 meeting of the Humboldt County Hospital District Board of Trustees at 6:34p.m.

APPROVED:

ATTEST:

JoAnn Casalez, Board Chair

Alicia Wogan, Executive Assistant



HUMBOLDT GENERAL HOSPITAL

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

July 28, 2020

Board of Trustees

Ref: Medical Staff Meeting

The following Medical Staff Appointment, Reappointment, and Provisional privilege files were reviewed and approved by Medical Staff on July 9, 2020:

Provisional:

- Greg Paloolian, DO Provisional-Emergency Medicine
- Karam Batieha, MD Provisional-Internal Medicine/Hospitalist

Reappointment:

- Eric Goldberg, MD Consulting-Radiology
- Jusmin Patel, MD Consulting-Nephrology

Below details additional information on each Medical Staff file:

- **Greg Paloolian, DO** earned his Doctor of Osteopathic Medicine degree from Lake Erie College of Osteopathic Medicine in 2008. Dr. Paloolian completed his residency in Emergency Medicine in 2011 with St. Vincent's Hospital in Toledo, Ohio. Dr. Paloolian maintains his certification in Emergency Medicine through the American Osteopathic Board of Emergency Medicine. He also has a current ATLS certification. Dr. Paloolian has been working as an ER physician since 2011. He has worked with Humboldt General Hospital between 2013 and 2017 in the ED. Dr. Paloolian is returning to HGH through Envision. He received temporary privileges on July 1, 2020 and was scheduled to work July 6, 2020.
- **Karam Batieha, MD** earned his Bachelor of Medicine and Bachelor of Surgery (MBBS) from Jordan University of Science and Technology in 2010. He completed his residency in 2015 through the University of Nevada School of Medicine. Dr. Batieha received his certification from the Educational Commission for Foreign Medical Graduates in 2011. He also has his American Board of Internal Medicine certification. He has been working with Desert Springs Hospital in Las Vegas as a Hospitalist Physician since 2015. Dr. Batieha will be added to the Hospitalist rotation through Rural Physicians Group. Dr. Batieha has an anticipated start date of August 13, 2020.
- **Eric Goldberg, MD** earned his Doctor of Medicine from Ross University School of Medicine in 1998. Dr. Goldberg worked on his residency in General Surgery from 1998 to 1999 at Waterbury Hospital in Connecticut. He then went on to complete his residency in Diagnostic Radiology in 2003 at St. Vincent's Medical Center in Connecticut. Dr. Goldberg completed a Vascular and Interventional Radiology Fellowship in 2004. He has worked as a staff Vascular and Interventional Radiologist with Northstar Imaging since 2004. Dr. Goldberg has maintained privileges with Humboldt General Hospital since April of 2005.
- **Jusmin Patel, MD** earned his Doctor of Medicine in 2010 from Medical University of the Americas. Dr. Patel completed his internship and residency in Internal Medicine with the University of South Alabama in 2012 and 2014, respectively. He completed his Nephrology fellowship with Georgia Regents University, in 2016. He holds current American Board of Internal Medicine certifications in Internal Medicine and Nephrology. He has worked with



HUMBOLDT GENERAL HOSPITAL

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

Sierra Nevada Nephrology since 2016. Dr. Patel has maintained privileges with Humboldt General Hospital since March of 2019.

Thank You,

Jessica Villarreal
Administrative Assistant

Tim's Narrative

Gross patient revenue for the month of June was \$8.8M compared to budget of \$8.2 M and prior YTD of \$8.9M. June gross patient revenue was up approximately \$5.0M from May. This significant increase reflects the significant bounce back demand for clinical services which has continued into July. June YTD revenue was \$97.6M compared to budget of \$98.6M and prior YTD Of \$92.0M. Despite the erosion of revenue caused by the pandemic team over year gross patient revenue grew 6%. Contractual adjustments and bad debt were \$816K or 7% of gross patient revenue compared to budget of \$3.3M, 40% of gross patient revenue, and prior year of \$6.7M, or 74% of gross patient revenue. Prior year numbers contained the adjustment for the full year cost report. The low contractual and bad debt % for June contains the final true up of our calculations based on the entire year's performance. June YTD contractual adjustments and bad debt were \$47.0M, 48% of gross patient revenue compared to budget of \$41.2M, 42% of gross patient revenue, and prior year of \$46.7M, or 51% of gross patient revenue. Net patient service revenue was \$8.1M for the month of June compared to budget of \$4.9M and prior year of \$2.6M. This increase was primarily the result of the reduced contractual adjustments for the month. June YTD net patient service revenue was \$50.6M compared to budget of \$58.0M and prior year of \$46.2M. The increase in net patient service revenue year over year was a result of organic revenue growth in the organization. Spending for June was \$5.8M compared to budget of \$5.3M and prior year of \$5.0M. The spending increase is primarily a result of efforts at the end of the fiscal year to make certain all costs have been properly accounted for to close out the fiscal year. June YTD spending was \$62.4M compared to budget of \$57.0M and prior year of \$51.3M. The increase in spending year over year is primarily a result of increased labor dollars from on boarding additional providers as well as costs related to the Cerner EMR conversion. Net operating income for June was \$2.6M compared to a budget loss of \$(323K) and prior year loss of \$\$\$(2.4M). The income for June was a result of the reduction contractual allowances and bad debt. June YTD net operating loss was \$(11.0M) compared to a budget of \$933K and prior year loss of \$(5.1M). The increase in the organization's operating loss was primarily a result of increased spending and higher contractual allowances and bad debt year over year. Non-operating expense for the month of June was \$9229K) compared to budget of \$61.3K and prior year of \$(29.2K). The month included \$333K gifting to Great Basin College, the second annual installment of a three year commitment. June YTD non-operating revenue was \$6.6M compared to budget of \$4.4M and prior year of \$7.1M. Net income for June was \$2.4M compared to budget of a loss of \$(262K) and prior year loss of \$(2.4M). Income for the month was a result of significantly lower contractual allowances and bad debt. June YTD loss was \$(4.5M) compared to budget of \$5.3M and prior year of \$2.0M. The combination of increased contractual allowances and bad debt along with increased spending were the primary forces behind the erosion in the organization's performance in 2020. Days cash on hand at the end of June was 208 days. The increase in days cash on hand is a result of approximately \$5.4M in various stimulus funds and grants distributed by various federal agencies to deal with the pandemic. Without these funds days cash on hand would be 172 days. Days sales outstanding (DSO) were 101 days.

Humboldt General Hospital												
13 Month Statistics Comparison												
	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	165	174	141	158	189	186	159	200	199	150	178	188
Pediatric Days	2	0	1	7	3	2	0	0	0	-	0	0
Obstetrics Pt Days	18	33	31	32	24	24	18	36	24	21	31	29
Nursery Pt Days	23	36	37	33	31	22	22	28	27	27	31	31
ICU Pt Days	27	3	6	19	6	10	13	14	19	13	31	15
Swing Bed Days	25	53	78	71	24	85	66	38	83	83	66	68
Harmony Manor Days	861	974	1,116	1,042	1,091	965	945	1,010	927	941	891	936
Quail Corner Days	210	189	217	217	201	240	248	248	232	248	240	248
Admissions												
Observation												
Labor Room Deliveries	11	25	21	19	17	14	22	22	18	17	20	19
Operating Room Cases- Inpatient	118	104	105	117	118	108	91	114	98	22	17	21
Operating Room Cases- Outpatient										48	15	19
Radiology Tests- see detail below	1,201	1,248	1,296	1,339	1,531	1,229	1,107	1,350	1,282	1,147	922	977
Laboratory Tests	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	681	683	683	683	713	731	647	701	663	666	525	515
Billable Amulance Runs	150	134	128	137	152	135	109	131	110	121	130	128
RHC Visits- Total Visits	2,054	2,030	2,566	2,222	2,465	1,915	2,341	2,720	2,605	2,513	1816	1962
RHC FP1									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 Podiatry												
RHC Res Clin									315	249	249	238
RHC TH									38	38	34	37
RHC WH									260	203	179	184
RHC Walk In									589	590	248	189
Radiology Tests by modality												
MRI										53	34	44
Mammogram										43	13	22
Bone Denisty										7	1	5
Computed Tomography										181	156	186
General Diagnostic										634	548	507
Nuclear Cardiac										14	10	10
Nuclear Medicine										7	0	9
Ultrasound										170	140	165
Vascular Ultrasound										38	20	29
										1147	922	977



Humboldt General Hospital
Statement of Profit and (Loss)
For the Period Ending June 30, 2020

FY19 MONTH	MONTH OF JUNE FY2020			FISCAL YEAR 2020 TO DATE		FY 2019 YTD
PRIOR YR	BUDGET	ACTUAL		ACTUAL	BUDGET	PRIOR YR
\$ 2,516,769	\$ 3,086,656	\$ 2,633,504	INPATIENT REVENUE	\$ 32,146,281	\$ 36,979,357	\$ 33,487,948
5,209,778	4,573,281	4,869,372	OUTPATIENT REVENUE	54,105,040	54,801,636	48,132,149
555,407	523,786	650,196	LTC	5,908,418	6,285,641	5,355,600
663,311	52,728	611,005	CLINIC REVENUE	5,471,222	580,000	5,023,747
8,945,265	8,236,451	8,764,077	TOTAL PATIENT SERVICE REVENUE	97,630,961	98,646,634	91,999,444
			DEDUCTIONS FROM REVENUE			
(6,622,756)	(2,947,162)	(399,537)	CONTRACTUAL ADJUSTMENTS	(37,135,488)	(36,770,190)	(39,636,128)
(33,709)	(369,396)	(218,500)	BAD DEBT	(9,887,794)	(4,432,939)	(7,051,133)
(6,656,465)	(3,316,558)	(618,037)	TOTAL DEDUCTIONS FROM REVENUE	(47,023,282)	(41,203,129)	(46,687,261)
2,288,800	4,919,893	8,146,040	NET PATIENT SERVICE REVENUE	50,607,679	57,443,505	45,312,183
337,755	44,554	283,723	OTHER OPERATING REVENUE	711,515	534,879	911,658
2,626,555	4,964,447	8,429,763	TOTAL OPERATING REVENUE	51,319,194	57,978,384	46,223,841
			OPERATING EXPENSES			
1,574,058	2,087,632	1,831,721	SALARIES	19,649,303	18,650,696	16,927,955
405,737	574,190	497,975	BENEFITS	6,306,910	6,890,291	5,874,949
163,028	57,928	45,980	CONTRACT LABOR	1,434,110	695,004	1,530,329
1,382,347	864,585	1,850,975	PURCHASED SERVICES	14,722,842	10,375,174	9,901,026
358,584	468,868	405,626	MEDICAL SUPPLIES	5,870,279	5,645,573	4,603,770
89,646	111,045	96,049	OTHER SUPPLIES & MINOR EQUIPMENT	1,464,976	1,322,884	1,150,942
210,850	273,355	214,820	REPAIRS AND MAINTENANCE	2,053,951	3,280,546	1,805,636
27,584	16,865	37,619	RENTS AND LEASES	348,846	202,468	311,119
69,347	30,266	48,713	INSURANCE	593,065	363,170	471,478
47,732	52,412	69,055	UTILITIES	835,797	629,032	717,320
547,769	605,819	580,426	DEPRECIATION	6,523,007	7,270,048	6,770,723
139,208	58,047	15,232	TRAVEL, MEALS & EDUCATION	236,948	687,345	512,678
14,674	86,287	96,102	OTHER EXPENSE	2,328,316	1,033,413	698,188
5,030,564	5,287,299	5,790,293	TOTAL OPERATING EXPENSES	62,368,350	57,045,644	51,276,113
(2,404,009)	(322,852)	2,639,470	NET OPERATING INCOME/(LOSS)	(11,049,156)	932,740	(5,052,272)
			NON-OPERATING REVENUE/(EXPENSES)			
36,817	25,390	4,088	INTEREST INCOME	280,683	304,724	348,965
267,292	369,271	100,560	TAXES	6,612,850	4,431,186	6,994,206
(333,333)	(333,333)	(333,333)	DONATIONS	(333,333)	(333,333)	(267,270)
-	-	-	SUBSIDIES	-	-	-
-	-	-	MISCELLANEOUS	-	-	-
(29,224)	61,328	(228,685)	NON-OPERATING REVENUE/(EXPENSES)	6,560,200	4,402,577	7,075,901
\$ (2,433,233)	\$ (261,524)	\$ 2,410,785	NET INCOME/(LOSS)	\$ (4,488,956)	\$ 5,335,317	\$ 2,023,629
\$ (1,885,464)	\$ 344,295	\$ 2,991,211	EBIDA	\$ 2,034,051	\$ 12,605,365	\$ 8,794,352

FINANCIAL DASHBOARD
HUMBOLDT GENERAL HOSPITAL
FISCAL YEAR 2020

Key Performance Indicator (KPI)	KPI Description	KPI Calculation	Fiscal Year 2019 2019	Fiscal Year to Date 2020 June 2020	Favorable ↑ Unfavorable ↓
EBIDA	Earnings Before Interest, Depreciation, and Amortization	Net Income + Interest + Depreciation + Amortization	8,794,352	2,034,051	↓
				<i>YE forecasted</i>	
Current Ratio	Measures the number of times short-term obligations can be paid using short-term assets.	Current Assets ÷ Current Liabilities	9.7	8.10	↑
Average Payment Period	The number of days a company takes to pay off credit purchases.	Current Liabilities ÷ Daily Operating Expenses	38	36	↓
Days Cash on Hand	Measures the number of days an organization could operate if no cash was collected or received.	Cash ÷ ((Operating Expense - Depreciation Expense) ÷ 365)	238	208	↓
Operating Margin	Measures the control of operating expenses relative to operating revenues.	Operating Income (Loss) / Operating Revenue	(10.9%)	(21.5%)	↓
Days in Net Accounts Receivable	Measures the number of days that it takes an organization to collect its receivables.	Net Accounts Receivable ÷ (Net Patient Revenue for last 120 days ÷ 120)	78	101.0	↓
Salaries as % of Net Revenue	Measures the percentage of patient revenue that are labor costs.	(Salaries + Agency Salaries) ÷ Net Patient Revenue	45.1%	41.7%	↑
Supplies as % of Net Revenue	Measures the percentage of patient revenue that are supply costs.	Supplies Expense ÷ Net Patient Revenue	12.7%	11.6%	↓
Bad Debt as % of Gross Revenue	Measures the percentage of Gross Revenue that is written off as Bad Debt.	Bad Debt Expense ÷ Gross Patient Revenue	5.1%	10.1%	↓

Humboldt General Hospital
Statement of Profit and (Loss)
For Period Ending: 06/30/2020

	JUN 2020			FY2020		
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE
INPATIENT REVENUE	\$2,633,504	\$3,086,656	(\$453,152)	\$32,146,281	\$36,979,357	(\$4,833,076)
OUTPATIENT REVENUE	4,869,372	4,573,281	296,091	54,105,040	54,801,636	(696,596)
LTC	650,196	523,786	126,410	5,908,418	6,285,641	(377,223)
CLINIC REVENUE	611,005	52,728	558,277	5,471,222	580,000	4,891,222
TOTAL PATIENT SERVICE REVENUE	8,764,078	8,236,451	527,627	97,630,961	98,646,634	(1,015,673)
DEDUCTIONS FROM REVENUE						
CONTRACTUAL ADJUSTMENTS	(399,537)	(2,947,162)	2,547,625	(37,135,488)	(36,770,190)	(365,298)
BAD DEBT	(218,500)	(369,396)	150,896	(9,887,794)	(4,432,939)	(5,454,855)
TOTAL DEDUCTIONS FROM REVENUE	(618,037)	(3,316,558)	2,698,521	(47,023,282)	(41,203,129)	(5,820,153)
NET PATIENT SERVICE REVENUE	8,146,041	4,919,893	3,226,148	50,607,679	57,443,505	(6,835,826)
OTHER OPERATING REVENUE	283,723	44,554	239,169	711,515	534,879	176,636
TOTAL OPERATING REVENUE	8,429,765	4,964,447	3,465,318	51,319,194	57,978,384	(6,659,190)
OPERATING EXPENSES						
SALARIES	1,831,721	2,087,632	(255,911)	19,649,303	18,650,696	998,607
BENEFITS	497,975	574,190	(76,215)	6,306,910	6,890,291	(583,381)
CONTRACT LABOR	45,980	57,928	(11,948)	1,434,110	695,004	739,106
SUPPLIES MEDICAL	396,081	468,868	(72,787)	5,860,734	5,645,573	215,161
PURCHASED SERVICES	1,602,970	864,585	738,385	14,474,837	10,375,174	4,099,663
SUPPLIES & SMALL EQUIPMENT	96,049	111,045	(14,996)	1,464,976	1,322,884	142,092
REPAIRS AND MAINTENANCE	214,820	273,355	(58,535)	2,053,951	3,280,546	(1,226,595)
RENTS AND LEASES	37,619	16,865	20,754	348,846	202,468	146,378
INSURANCE	48,713	30,266	18,447	593,065	363,170	229,895
UTILITIES	68,987	52,412	16,575	835,728	629,032	206,696
DEPRECIATION	580,426	605,819	(25,393)	6,523,007	7,270,048	(747,041)
TRAVEL & MEALS	15,232	58,047	(42,815)	236,948	687,345	(450,397)
OTHER EXPENSE	96,102	86,287	9,815	2,328,316	1,033,413	1,294,903
TOTAL OPERATING EXPENSES	5,532,674	5,287,299	245,375	62,110,730	57,045,644	5,065,086
NET OPERATING INCOME/(LOSS)	2,897,090	(322,852)	3,219,942	(10,791,536)	932,740	(11,724,276)
NON-OPERATING REVENUE & EXPENSES						
INTEREST INCOME	4,088	25,390	(21,302)	280,683	304,724	(24,041)
TAXES	100,560	369,271	(268,711)	6,612,850	4,431,186	2,181,664
DONATIONS	(333,333)	(333,333)	0	(333,333)	(333,333)	0
OTHER INCOME	0	0	0	0	0	0
CERNER CLEARING	0	0	0	(0)	0	0
SUBSIDIES	0	0	0	0	0	0
NON-OPERATING REVENUE/ (EXPENSE)	(228,684)	61,328	(290,012)	6,560,200	4,402,577	2,157,623
NET INCOME/(LOSS)	\$2,668,406	(\$261,524)	\$2,929,930	(\$4,231,336)	\$5,335,317	(\$9,566,653)

HUMBOLDT GENERAL HOSPITAL
BALANCE SHEET
FOR MONTH ENDING 06/30/2020

	THIS YEAR	LAST YEAR	INC/(DEC)	INC/(DEC) %
ASSETS:				
CURRENT ASSETS:				
CASH & INVESTMENTS	\$31,715,249	\$29,040,596	\$2,674,652	9.2%
OTHER RECEIVABLES	326,066	1,704,459	(1,378,393)	-80.9%
NET ACCOUNTS RECEIVABLE	14,050,120	10,229,334	3,820,787	37.4%
INVENTORY	1,674,080	1,734,552	(60,471)	-3.5%
PREPAIDS	559,570	1,444,124	(884,554)	-61.3%
TOTAL CURRENT ASSETS	<u>48,325,086</u>	<u>44,153,064</u>	<u>4,172,021</u>	<u>9.5%</u>
PROPERTY, PLANT, & EQUIPMENT				
NET OF DEPRECIATION	<u>58,292,203</u>	<u>60,163,808</u>	<u>(1,871,605)</u>	<u>-3.1%</u>
DEFERRED OUTFLOWS OF RESOURCES				
PENSION DEFERRED OUTFLOWS	<u>5,625,947</u>	<u>5,625,947</u>	<u>0</u>	<u>0.0%</u>
TOTAL ASSETS	<u>\$112,243,236</u>	<u>\$109,942,819</u>	<u>\$2,300,417</u>	
LIABILITIES:				
ACCOUNTS PAYABLE	\$3,842,073	\$2,178,741	\$1,663,332	76.3%
ACCRUED PAYROLL	2,206,629	1,835,007	371,622	20.3%
OTHER CURRENT LIABILITIES	(85,008)	560,904	(645,912)	-115.2%
CURRENT PORTION OF LONG TERM DEBT	0	0	0	0.0%
TOTAL CURRENT LIABILITIES	<u>5,963,694</u>	<u>4,574,652</u>	<u>1,389,042</u>	<u>30.4%</u>
LONG-TERM LIABILITIES				
NET PENSION LIABILITY	<u>28,326,281</u>	<u>28,326,281</u>	<u>0</u>	<u>0.0%</u>
DEFERRED INFLOWS OF RESOURCES				
PENSION DEFERRED INFLOWS	1,449,686	1,449,686	0	0.0%
DEFERRED REVENUE	5,400,330	0	5,400,330	0.0%
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>6,850,016</u>	<u>1,449,686</u>	<u>5,400,330</u>	<u>0.0%</u>
TOTAL LIABILITIES	<u>41,139,991</u>	<u>34,350,619</u>	<u>1,389,042</u>	
FUND BALANCE:				
RETAINED EARNINGS	<u>71,103,245</u>	<u>75,592,200</u>	<u>(4,488,955)</u>	<u>-5.9%</u>
TOTAL LIABILITIES AND FUND BALANCE	<u>\$112,243,236</u>	<u>\$109,942,819</u>	<u>(\$3,099,913)</u>	

HUMBOLDT GENERAL HOSPITAL

PRESENTATION OF CASH ACCOUNTS

JUNE 30, 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	10,295,096
Tax Account	10005	Wells Fargo Bank	925	16,550
Payroll Checking	10010	Wells Fargo Bank	3836	6,766
General Fund Investment	10020	Wells Fargo Bank	6671	10,517,039
Hanssen Scholarship Fund	10050	Wells Fargo Bank	7067	4,008
EMS Scholarship Fund	10055	Wells Fargo Bank	917	16,920
SNF Patient Trust	10035	Wells Fargo Bank	0021	27,591
SNF Memorial/Activity	10040	Wells Fargo Bank	9304	4,913
Investment Trust	10030	Wells Fargo Bank	6500	10,579,461
HRG Self Pay	10015	Sterling Bank	1566	5,949
LGIP Savings	10025	NV State Treasurer	#xxxGHO	238,681
HGH TOTALS:				31,715,249

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

SUBMITTED & SIGNED:

Tim Powers, Interim CFO

Department: Nursing

Request: The Nursing department is requesting to purchase 5 Hillrom Centrella Smart Beds.

Justification: The week of July 10, 2020 the Governor's Office sent an updated Declaration of Emergency identifying the state of Nevada as one of the highest coronavirus transmission rates in the nation and urging HGH to urgently prepare for the second increasing trend of hospitalizations due to positive COVID-19 cases beginning June 27, 2020. COVID19 has created an increased demand for hospital bed capacity. Interim CEO, Karen Cole contacted Chairman JoAnn Casalez to confirm approval of purchase.

This request serves to expand bed capacity within the main hospital prior to deploying the mobile hospital in the event of a surge. The Hillrom Centrella Smart Bed, is a bed that can be broken down and stored efficiently when not in use; ultimately can be used in Long Term Care.

Deploying the mobile hospital requires a significant amount of additional resources to prepare for COVID19 patients. Having additional beds we can deploy within the hospital will create a more expedient and efficient way to expand capacity within HGH and reserve the mobile hospital for a larger surge.

- **Cost to purchase:** \$42,471.80
- **Other Costs:**
- **Service/Maintenance Agreement:** N/A. Warranty 1 year parts & labor included.
- **Consumables:**

Recommendation: Approve purchase of the 5 Hillrom Centrella Smart Beds at a price not to exceed \$42,500.00.



PROPOSAL #:	SP 28584106
Proposal Date:	07/06/2020
Expiration Date:	09/06/2020

Attn: ACCOUNTS PAYABLE
 HUMBOLDT GENERAL HOSPITAL
 118 E HASKELL ST
 WINNEMUCCA NV 89445

Ship To:
 HUMBOLDT GENERAL HOSPITAL
 118 E HASKELL ST
 WINNEMUCCA NV 89445

For Questions / Correspondence Please Contact:
 Hill-Rom Customer Service @ 800-445-3730
 Fax: 812-934-8189
 Email: us.customerservice@hillrom.com

Bill To Customer #: 623229

Ship To Customer #: 623229

Your Account Rep.: ROBERT HONE
 Mobile Phone #: +1 760 525 3330
 Email: robert.hone@hillrom.com

Product Information

Qty Unit Price Extended Price

CENTRELLA SMART+ BED

Standard Features:

- GCI Touchscreen-Left Side
- Bed Exit Silence
- Brake Not Set Alarm
- One Button Chair
- Battery Backup
- Digital Angle Indicator
- Built in Line and Cord Mgmt
- 4 IV Pole Sockets
- Integrated Restraint Holders
- Lockout Controls
- Drainage Bag Holder
- Smart Bed Ready (Sidecom Req)
- Wi-Fi
- Enhanced 3-Mode Bed Exit
- Motion Activated Nightlight
- Stand Assist
- Advanced Slideguard® Feature
- Foley Position Limit
- Patient HOB Angle Display
- Trend/Rev Trendelenburg
- Dampened Emergency CPR
- Patient Storage in Siderail
- Integrated Urinal Holders
- FlexAFoot™ Powered Bed Extend

Included Options:

- English Language Labels
- 36" Frame Width
- 100 to 240 Voltage
- In Bed-Scale (KB/LBS)
- Steer Caster
- Removable IV Pole
- Frame Part Number: P7900B100212

Itemized Options:

CNT-BASE	Base Bed	5	\$5,893.00	\$29,465.00
CNT-NUL	Nurse Call, UTV, Lighting	5	\$540.00	\$2,700.00
CNT-AR	Accessory Outlet	5	\$237.60	\$1,188.00
CNT-PRO36	PRO Surface For 36" Frame	5	\$842.40	\$4,212.00
CNT-SV	SafeView®+ with IllumiGuide®	5	\$630.00	\$3,150.00
CNT-2LCD	Second LCD Touchscreen	5	\$151.20	\$756.00
CNT-PEN	Pendant	5	\$97.20	\$486.00
CNT-PH	Ergonomic Push Handles	5	\$102.96	\$514.80
Line Total:		5	\$8,494.36	\$42,471.80



Hillrom™

PROPOSAL #:	SP 28584106
Proposal Date:	07/06/2020
Expiration Date:	09/06/2020

Attn: ACCOUNTS PAYABLE
 HUMBOLDT GENERAL HOSPITAL
 118 E HASKELL ST
 WINNEMUCCA NV 89445

Ship To:
 HUMBOLDT GENERAL HOSPITAL
 118 E HASKELL ST
 WINNEMUCCA NV 89445

For Questions / Correspondence Please Contact:
 Hill-Rom Customer Service @ 800-445-3730
 Fax: 812-934-8189
 Email: us.customerservice@hillrom.com

Bill To Customer #: 623229

Ship To Customer #: 623229

Your Account Rep.: ROBERT HONE
 Mobile Phone #: +1 760 525 3330
 Email: robert.hone@hillrom.com

Product Information

Qty	Unit Price	Extended Price
-----	------------	----------------

Order Total (USD)	42,471.80
--------------------------	------------------



General Service Terms and Conditions

Prices: Prices on Hill-Rom's proposal are subject to change, unless the proposal states that pricing is firm through the expiration date, as noted on the proposal. For purchase orders placed after the expiration date, the price in effect at the time of the requested delivery will apply. Customer shall be billed for all applicable sales and other taxes until such time as Customer provides a tax-exempt certificate (resale certificate) to Hill-Rom with respect to such taxes. Applicable taxes will be calculated and billed at time of invoicing.

Payment Terms: Invoices are payable net thirty (30) days from date of invoice. Unless waived by Hill-Rom in writing, overdue invoices shall be subject to a late payment charge equal to the lesser of (i) one and one half percent (1 1/2%) per month or (ii) the maximum rate allowed by law. Customer agrees to pay Hill-Rom for any and all costs and expenses (including without limitation reasonable attorneys' fees) incurred by Hill-Rom to collect any amounts owed to it, enforce any of its rights or seek any of its remedies hereunder. In the event Customer has directed that the charges hereunder be billed to another person or organization, and payment is not made by such person or organization within ten (10) days after the invoice date, Customer shall still remain liable hereunder. Customer is advised that it may be obligated to properly reflect and/or report any discount, rebate or reduction in price in its costs claimed or charges made to federal (e.g. Medicare) or state (e.g. Medicaid) health care programs requiring such disclosure. The invoices provided by Hill-Rom to Customer may not reflect the net cost to Customer. Customer shall make written request to Hill-Rom in the event Customer requires additional information in order to meet applicable reporting or disclosure obligations.

Installation: Unless otherwise agreed in writing, Customer shall perform any installation of products sold hereunder at Customer's expense. Hill-Rom agrees to furnish appropriate instructions and information to assist with the installation and/or first operation of the products.

Limited Warranty: For specific warranty information on Hill-Rom products and parts, please see owner's manual or review manuals on line at our website, www.hillrom.com. THE FOREGOING WARRANTY CONSTITUTES THE SOLE WARRANTY MADE BY HILL-ROM AND IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REMEDIES. IN NO CASE SHALL HILL-ROM BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DELAYS. NO EMPLOYEE OR REPRESENTATIVE OF HILL-ROM IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY.

Product Interface: Customer shall be responsible for ensuring to Customer's satisfaction that any equipment and accessories not supplied by Hill-Rom that are used with Hill-Rom products properly interface or operate with Hill-Rom products. Hill-Rom shall not be liable to Customer or any third person for personal injury or property damage arising from the use of third party equipment and accessories with Hill-Rom products.

Software: For Centrella™ hospital beds, including optional Hill-Rom® Heart Rate/Respiratory Rate Monitoring System, Hill-Rom hereby licenses to Customer the embedded software pursuant to the "Terms and Conditions for the Software License for the Centrella™ Smart+ Hospital Bed," which terms and conditions are incorporated herein by reference and are located at http://www.hillrom.com/usa/Products/Category/Hospital-Beds/centrella-smart-bed-software-license/ (password = centrella).

Limitation of Liability: Hill-Rom shall not be liable for loss or damages due to delay in manufacture or shipment resulting from any cause beyond Hill-Rom's control.

Delays resulting from any such cause shall extend shipment date correspondingly. IN NO EVENT SHALL HILL-ROM BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CONTRACT IS BETWEEN CUSTOMER AND HILL-ROM. Customer must make claims for shortages or errors within a reasonable time after receipt of the products. Hill-Rom reserves the right to use remanufactured or used components that meet new component specifications and are warranted as new.

Security Interest, Default and Insurance: Hill-Rom shall retain a security interest in the products until Hill-Rom has received full payment including taxes. Customer agrees to sign and deliver to Hill-Rom any additional documents required by Hill-Rom to protect its security interest. If Customer defaults or Hill-Rom deems itself insecure of the products in danger of confiscation, the full amount unpaid shall immediately become due and payable at the option of the Hill-Rom and on proper notice to the Customer, the Hill-Rom may retake possession of the products wherever located without court order and can resell or retain according to the laws of the state where products are located. The products shall not be considered a fixture if attached to any realty. Customer shall assume all loss relating from damage to the products occurring after the products leave Hill-Rom's control and shall provide adequate insurance therefore at all times until the purchase price shall have been fully paid.

Hill-Rom reserves the right to request proof of such insurance at any time prior to full payment along with a statement from such insurer limiting cancellation or changes to said policy within ten (10) days after written notice of same to Hill-Rom.

Specifications: Specifications and drawings and any other information shall remain the property of Hill-Rom and are subject to recall at any time. Such information shall not be disclosed or used for manufacture of any products. In accordance with Hill-Rom's established policy of constant improvement, Hill-Rom reserves the right to amend its specifications at any time without notice.

Merger: These terms and conditions supersede any inconsistent agreements and understandings, oral or written, between the parties, including any terms and conditions in any documentation submitted by Customer to Hill-Rom, unless agreed to in writing by an authorized representative of Hill-Rom. Customer agrees and acknowledges that if Customer issues any further purchase orders, Hill-Rom will have no obligation to accept or otherwise honor any such purchase order.

Acceptance: Customer's issuance of a purchase order, upon acceptance by Hill-Rom, shall constitute a contract between the parties and is Customer's affirmative acknowledgement and acceptance of Hill-Rom's product proposal and the associated terms and conditions of sale accompanying such product proposal. This contract is subject to Hill-Rom's approval of Customer's credit. Written notice shall be given to Customer within 60 days of the date hereof if Customer's credit is deemed, in the sole discretion of the Hill-Rom, to be unsatisfactory.

Choice of Law: This contract shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to its conflict of laws principles.

Delivery and Shipment: Date of delivery shall be determined by mutual written agreement of the parties. No delivery date set forth in a Purchase Order shall be binding on Hill-Rom unless Hill-Rom explicitly agrees to such delivery date in a writing signed by an authorized representative of Hill-Rom. Shipment of all products shall be Net Freight on Board (FOB) Customer, with all costs of transportation and related insurance being the responsibility of Hill-Rom with the exception of costs of transportation and insurance for (i) service parts, (ii) shipments to points outside the contiguous U.S., or (iii) special delivery and/or air shipments requested by Customer. Unless otherwise explicitly agreed to by Hill-Rom in a writing signed by an authorized representative of Hill-Rom, Hill-Rom will prepay and add to the invoice for reimbursement by Customer any and all costs of transportation and insurance for delivery of service parts, shipments to points outside the contiguous U.S., and any special delivery and/or air shipments requested by Customer. Terms for shipping to Alaska and Hawaii shall be F.O.B. port of embarkment, prepaid and add from port of embarkment to destination.

Return Goods Policy: Should Hill-Rom ship products in error, Hill-Rom shall arrange and pay for return shipment of the products without applying a restocking fee provided that (i) Customer notifies Hill-Rom of the error within thirty (30) days of shipment, and (ii) the products are returned in "as shipped" condition. If Customer orders products in error and notifies Hill-Rom of the error within thirty (30) days of shipment, Customer may return the products in "as shipped" condition at Customer's cost and expense; however Customer agrees to pay Hill-Rom a restocking fee of 15% of the net price for the returned products. Notwithstanding the previous sentence, returns will not be accepted on architectural products, workflow solutions and other communications products, and any customized products or special orders, except if mutually agreed on terms acceptable by both parties on a case by case basis.

Order Cancellation Policy: Customer may only cancel a purchase order if Customer provides written notice to Hill-Rom at least fourteen (14) days prior to the scheduled shipment date, and if Customer cancels an order, Customer agrees to pay Hill-Rom a cancellation fee of 15% of the net price for the cancelled products. No purchase orders may be cancelled after fourteen (14) days prior to the scheduled shipment date. Notwithstanding the above, cancellations will be not be accepted on clinical workflow solutions and other communications products, and any customized products or special orders, except if mutually agreed on terms acceptable by both parties on a case by case basis.

Delivery Change/Refusal Policy: Customer may request to reschedule a scheduled delivery date to a later date by providing Hill-Rom with written notice at least fourteen (14) days prior to the scheduled delivery date. If Customer requests at any time to reschedule the delivery date to a new date that is more than thirty (30) days later than the original scheduled deliver date, Customer agrees to pay Hill-Rom a rescheduling fee of 15% of the net price for the affected products. If Customer refuses to accept a delivery without having provided Hill-Rom with a written request to reschedule at least fourteen (14) days in advance, Customer agrees to pay Hill-Rom a rescheduling fee of 15% of the net price for the affected products.

Ordering: All Purchase Orders may be placed by mail, telephone or facsimile at the following:

Hill-Rom Company, Inc.
Customer Service
169 State Route 46 East
Batesville, Indiana 47006
Phone: 800/445-3730
Fax: 812/934-8189

Agenda item: Powered Air-Purifying Respirator

Department: Emergency Medical Services (EMS)

Request: The EMS department is requesting to purchase 50 Powered Air-Purifying Respirator (PAPR).

Justification: COVID19 is a disease that releases virus particles in the form of droplets that can potentially become aerosolized. A powered air-purifying respirator is a type of respirator used to safeguard healthcare workers against this contaminated air. When caring for COVID19 patients, this is the standard Personal Protective Equipment (PPE) that is used for healthcare workers to prevent exposure.

The EMS has deployed PAPRs to the areas of the hospital most likely to care for COVID19 patients. There are a limited number of PAPRs that are fully functioning. The current equipment is old and will need to be replaced. The EMS must replace the PAPRs that have been used caring for previous COVID19 patients.

- **Cost to purchase:** \$64,276.50
- **Other Costs:**
- **Service/Maintenance Agreement:**
- **Consumables:** HEPA filter \$199/6 filters; EVA filter \$16.95/ 1 filter

Recommendation: Approve purchase of 50 PAPRs at a cost not to exceed \$65,000.00.

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 DUNS#: 00-922-4163



Pacific North Division
 185 Lennon Lane Suite 110
 Walnut Creek, CA 94598
www.LNCURTIS.com
 Quotation No. 158638

Quotation

CUSTOMER: Humboldt County General Hospital Nevada 118 East Haskell Street Winnemucca NV 89445	SHIP TO: Humboldt County General Hospital Nevada 118 E. Haskell St Winnemucca NV 89445	QUOTATION NO. 158638	ISSUED DATE 07/02/2020	EXPIRATION DATE 08/31/2020
		SALESPERSON Dan Bria dbria@lncurtis.com 775-721-7678	CUSTOMER SERVICE REP Dan Bria dbria@lncurtis.com 775-721-7678	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	JORDAN KOHLER	C30602	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
DEST	Best Way	

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	50	EA	BULLARD CUSTOM	AS BELOW: EVANPAN1 BULLARD PAPR EVA SYSTEM COMPLETE WITH HOOD AND HEPA FILTER PAPR EVA System EVA1 EVABELT1 EVABAT1 EVASMC PA1AFI PA20LFBT 20LF2L HE FILTER	\$1,049.00	\$52,450.00
2	50	EA	BULLARD CUSTOM	AS BELOW: 20LF2L BULLARD 20LF LF Facepiece Tychem 2000 Narrow Large	\$23.00	\$1,150.00
3	50	EA	BULLARD CUSTOM	AS BELOW: 20LF2M BULLARD 20LF LF Facepiece Tychem 2000 Narrow Medium	\$23.00	\$1,150.00
4	10	PK	PAPRFC3 BULLARD	PAPR EVA HEPA filter, 6per	\$199.00	\$1,990.00

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 DUNS#: 00-922-4163

CURTIS

TOOLS FOR HEROES

Pacific North Division
 185 Lennon Lane Suite 110
 Walnut Creek, CA 94598
www.LNCURTIS.com
 Quotation No. 158638

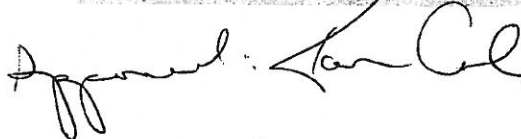
LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
5	10	EA	BULLARD CUSTOM	AS BELOW: PAPRFC5 BULLARD EVA Filter AM\FM\MA\CL\HC\HF\SD\CD\HE 6 Pack	\$599.00	\$5,990.00
6	50	EA	BULLARD CUSTOM	AS BELOW: PA1AFI BULLARD Air Flow Indicator For EVA (checks for proper airflow)	\$16.95	\$847.50
7	20	EA	BULLARD CUSTOM	AS BELOW: RT3T BULLARD PAPR RT Hood Tychem 2000 Double Bib Sport Neck Cuff Threaded	\$34.95	\$699.00

DUNS NUMBER: 009224163
 SIC CODE: 5099
 FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 08/31/2020. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$64,276.50
Tax Total	\$0.00
Transportation	\$0.00
Total	\$64,276.50

[View Terms of Sale and Return Policy](#)

Approved: 

The Perfect Choice for Healthcare Workers...

• The EVA P APR

The possibility of widespread airborne infection is increasing with growing reports of various influenza and infection outbreaks. The EVA P APR provides excellent protection to healthcare professionals, reducing their risk of exposure to infections and airborne particles.



APPLICATIONS

- Pandemic Influenza
- Tuberculosis
- Airborne Precautions
- Autopsy
- First Receiver*

EVA P APR FEATURES

- Visual Fuel Gauge
- Active Flow Technology
- Integrated Alarms for flow and battery
- Ergonomic design for superior comfort for all day use
- Lightweight, sleek, and balanced
- Easy to share by simply changing head tops using the quick attachment feature

LOOSE FITTING FACEPIECE FEATURES

- No fit testing required
- 150% more protection than N95 Mask
- Latex free, comfortable fit
- Accommodates facial hair, eyeglasses, and stethoscopes
- Quick-Attach Twist Lock connection makes donning easy
- Improves nonverbal communication with patients



* With DuPont™ Tychem® SL hood and Organic Vapor, Acid Gas, HEPA filter cartridge.

www.bullard.com





ORDERING INFORMATION

Catalog Number Description

EVA1 Blower Unit Only, EVA



EVAPAN1 Pandemic Preparedness PAPR System, EVA, Blower, Battery, Charger, HE Filter, 20LF2L Loose Fitting Facepiece



EVAPAN2 Pandemic Preparedness PAPR System, EVA, Blower, Battery, No Charger, HE Filter, 20LF2L Loose Fitting Facepiece (For those desiring to use gang chargers)



PA20LFBT Replacement breathing tube



20LF2L Replacement facepiece large



20LF2M Replacement facepiece medium

20LF2S Replacement facepiece small

EVASMC Charger, EVA, Single Port



EVASMC2 Charger, EVA, Single Port Analyzer

EVAGC Charger, EVA, 6 Port Gang



PA1AFI Replacement Air Flow Indicator



PAPRFC3 Filter, HEPA, EVA (6 per pack)



PAPRFC4 Filter, OVAGHE, EVA (6 per pack) 20SICVH/20SICVHT Double bib for use with hard hats (vinyl lens)



www.buildyourbullard.com

Americas:
Bullard
1898 Safety Way
Cynthiana, KY 41031-9303 • USA
Toll-free within USA: 877-BULLARD (285-5273)
Tel: +1-859-234-6616
Fax: +1-859-234-8987

Europe:
Bullard GmbH
Lilienthalstrasse 12
53424 Remagen • Germany
Tel: +49-2642 999980
Fax: +49-2642 9999829

Asia-Pacific:
Bullard Asia Pacific Pte. Ltd.
LHK Building
701, Sims Drive, #04-03
Singapore 387383
Tel: +65-6745-0556
Fax: +65-6745-5176



©2014 Bullard. All rights reserved.
Dupont™ Tychem™ is a registered trademark
of E.I. du Pont de Nemours and Company.

8528 (0614)

Department: Respiratory Therapy

Request: Purchase two Hillrom EKG machines to replace 2 units currently at end of life

Justification: Replacement equipment is used to produce a 12 lead electrocardiogram that provides a representation of the heart's electrical activity. This diagnostic test assists in the diagnosis of an abnormal heart beat and the pumping action of the heart. 2, 150 EKGs are produced annually in the emergency room, acute care inpatient unit, and in the respiratory therapy department.

- **Other vendors considered/other quotes:** Philips TC70 ECG machine. Hillrom is the only vendor Cerner supports and choosing a different vendor would cost more for the Cerner interface.

- **Return on Investment:** Purchase price 2 Hillrom EKG machines = \$34,496.40
Cerner Interface= \$22,669.00

Plus 3 year Service agreement= \$6,126.00

Total cost = \$63,291.40

ROI= 2 months

- **Cost to purchase:** 2 machines - 34,496.40

Other Costs:

- **Cerner Interface:** \$22,669.00
- **Service/Maintenance Agreement:** 3 year Smart Care Protection Plus \$6,126.00 or 1 year at \$3,780.00
- **Consumables**

Recommendation: Approve purchase of 2 Hillrom EKG machines at a cost not to exceed the cost of \$64,000.00.



Quotation

Page 1 of 3
Reference # 60298928
Quotation Date 06/17/2020
Expiration Date 07/15/2020

Welch Allyn, Inc. is a subsidiary of Hill-Rom Holdings, Inc.

Welch Allyn Inc
 4341 State Street Road
 SKANEATELES FALLS NY 13153

Contact : Lynn Morrison
 Contact Phone : 775-623-5222
Please submit your Purchase Order to:
Fax #

Bill To: 10148445 / Payer: 10148445
 Humboldt General Hospital
 118 E Haskell St
 Winnemucca NV 89445-3247

Ship To: 10148445 / Sold To: 10148445
 Humboldt General Hospital
 118 E Haskell St
 Winnemucca NV 89445-3247

Ship Method : Best Way **Payment Terms :** Net 30 Days
PO # : 06/17/2020 CW 1
Delivery Terms : FOB destination
Freight Terms : Prepaid
Created By : Caroline Webb
Sales Rep : Steven Gross Phone#: 480-869-2298 Email: Steven.Gross@hillrom.com

Line Item	Material Number / Description	U/M	Qty	Unit Price	Disc. %	Net Unit Price	Total
	<p>Purchase an ELI 380 and receive \$800 trade-in rebate per device when you trade up from a legacy or competitive device. Purchase order must be received by July 15, 2020. Order must ship by July 31, 2020.</p> <p>Chris Thompson, Solution Architect email: chris.thompson@hillrom.com phone: 775-223-9316</p> <p>Cardiology Professional Services included in INS-PS-CARDIO: ECG Installation includes Project Management and On-site Installation for up to 4 ECG carts. 1 optional day of Clinical Inservice Training is included in quote. On-site assembly of ECG carts is not included in INS-PS-CARDIO and may be purchased separately. All technical services whether remote or on-site will be delivered between the hours of 8 am and 5 pm Monday through Friday. Clinical training is limited to 8 hours per day Monday through Friday and may be arranged to accommodate nursing shift changes as required by the facility. Installation and training dates will be mutually agreed-upon during project planning. Customer shall notify Hillrom of any changes to scheduled on-site activities at least 14 days prior to such scheduled event. If notification is less than 14 days prior to the on-site activity, rescheduling fees will apply.</p> <p>This system will be connecting to Cerner Community Works platform. Customer is responsible for working with Cerner to ensure the ECG modality is available with this instance of Community Works.</p>						
100	ELI380-DCS11	EA	2	15,508.00		15,508.00	31,016.00
	<p>ELI380 12-Lead Multi-Channel Electrocardiograph - Capacitive color touchscreen 17 in. swivel display (ERGO) with 1280 x 1024 resolution, English keyboard, AC or lithium ion battery operation includes 1 starter pack paper (Smart Paper 8.27 in. x 11 in.), ECG clip adapters (set of 10) and tab electrodes (pouch of 100); current software; adult and pediatric interpretation; Advanced Connectivity includes WLAN, LAN, USB, DICOM, and Enterprise; Security ; WAM Wireless Acquisition Module; AHA 10 wire, 12-lead lead set with banana plugs and North American power cord</p>						
	<p>Intalere Mortara Cardio VQ10221 Base All Access Tier Expires 12/31/2020</p>						
	<p>Allowance TRADE IN</p>						
200	9911-024-60	EA	2	0.00		0.00	0.00
	<p>-1,600.00</p>						



Quotation

Page 2 of 3
Reference # 60298928
Quotation Date 06/17/2020
Expiration Date 07/15/2020

Welch Allyn, Inc. is a subsidiary of Hill-Rom Holdings, Inc.

Welch Allyn Inc
 4341 State Street Road
 SKANEATELES FALLS NY 13153

Contact : Lynn Morrison
 Contact Phone : 775-623-5222
Please submit your Purchase Order to:
Fax #

Bill To: 10148445 / Payer: 10148445
 Humboldt General Hospital
 118 E Haskell St
 Winnemucca NV 89445-3247

Ship To: 10148445 / Sold To: 10148445
 Humboldt General Hospital
 118 E Haskell St
 Winnemucca NV 89445-3247

Ship Method : Best Way **Payment Terms :** Net 30 Days
PO # : 06/17/2020 CW 1
Delivery Terms : FOB destination
Freight Terms : Prepaid
Created By : Caroline Webb
Sales Rep : Steven Gross Phone#: 480-869-2298 Email: Steven.Gross@hillrom.com

Line Item	Material Number / Description	U/M	Qty	Unit Price	Disc. %	Net Unit Price	Total
	Universal ECG Acute care cart. Includes drawer for additional storage. Best for use with the ELI380 and ELI280.						
	Transport cart # 9911-024-60 is included at no charge with the purchase of the Eli380.						
300	9100-026-52	CS	1	180.40		180.40	180.40
	Thermal Paper, cued with header, Smart format, 8.27 in. x 11 in. (210mm x 280mm) For use with ELI 380. 250 sheets/pack, 12 packs/case. Price per case.						
	Intalere Mortara Cardio VQ10221 Base All Access Tier Expires 12/31/2020						
400	900-0689-00	EA	1	2,400.00		2,400.00	2,400.00
	1 clinician for 8 hours within a 24hour period Monday-Friday. Multiple training days must be consecutive						
	Intalere VSM Contract VQ12200 BS Expires 12/31/2020						
500	INS-PS-CARDIO	EA	1	2,500.00		2,500.00	2,500.00
	Installation and Configuration Services						
							34,496.40
							\$ 34,496.40
							Grand Total
	OPTIONS RECOMMENDED ITEMS AVAILABLE						
700	S9-ELI380-PROPL-PS	EA	2	3,063.00		3,063.00	6,126.00
	3 Year SmartCare Protection Plus Service Program -On-site Repair Service (loaner/exchange available if cannot be repaired on-site) -Factory Repair Service -Software Updates & Upgrades. The X.Y.Z software numbering scheme with						



Quotation

Page 3 of 3
Reference # 60298928
Quotation Date 06/17/2020
Expiration Date 07/15/2020

Welch Allyn, Inc. is a subsidiary of Hill-Rom Holdings, Inc.

Welch Allyn Inc
 4341 State Street Road
 SKANEATELES FALLS NY 13153

Contact : Lynn Morrison
 Contact Phone : 775-623-5222
Please submit your Purchase Order to:
Fax #

Bill To: 10148445 / Payer: 10148445
 Humboldt General Hospital
 118 E Haskell St
 Winnemucca NV 89445-3247

Ship To: 10148445 / Sold To: 10148445
 Humboldt General Hospital
 118 E Haskell St
 Winnemucca NV 89445-3247

Ship Method : Best Way **Payment Terms :** Net 30 Days
PO # : 06/17/2020 CW 1
Delivery Terms : FOB destination
Freight Terms : Prepaid
Created By : Caroline Webb
Sales Rep : Steven Gross Phone#: 480-869-2298 Email: Steven.Gross@hillrom.com

Line Item	Material Number / Description	U/M	Qty	Unit Price	Disc. %	Net Unit Price	Total
800	updates represented with Z and upgrades with Y. -Factory Repair Turnaround (5-7 days), excluding transit -Accessory Protection -OEM Replacement Parts -Scheduled Preventive Maintenance/Calibration (on-site) -Free Expedited Shipping -Priority Phone Line for Technical Support -Accidental Damage * Must have a minimum of 5 devices at each location to be eligible S9-ELI380-PROPL-1 1 Year SmartCare Protection Plus Service Program -On-site Repair Service (loaner/exchange available if cannot be repaired on-site) -Factory Repair Service -Software Updates & Upgrades. The X.Y.Z software numbering scheme with	EA	2	1,890.00		1,890.00	3,780.00
	updates represented with Z and upgrades with Y. -Factory Repair Turnaround (5-7 days), excluding transit -Accessory Protection -OEM Replacement Parts -Scheduled Preventive Maintenance/Calibration (on-site) -Free Expedited Shipping -Priority Phone Line for Technical Support -Accidental Damage * Must have a minimum of 5 devices at each location to be eligible						



CERNER SALES ORDER

This Cerner Sales Order is made on July 13, 2020 (“Effective Date”), between

Humboldt County Hospital District d/b/a Humboldt General Hospital (“Client”)

and

Cerner Corporation (“Cerner”)

with its principal place of business at

118 E. Haskell Street
Winnemucca, NV 89445-3247, United States
Telephone: (775) 623-5222

a Delaware corporation with its principal place of business at

2800 Rockcreek Parkway
Kansas City, MO 64117, United States
Telephone: (816) 221-1024

Cerner Sales Contact: Jake Westhoff
+1 816 571 6378
jake.westhoff@cerner.com

Client agrees to purchase the specific products and services set forth herein, and Cerner agrees to furnish such products and services upon the terms and conditions of this Cerner Sales Order and the Cerner Business Agreement, dated December 07, 2018, between Client and Cerner (the “Agreement”).

HUMBOLDT COUNTY HOSPITAL DISTRICT D/B/A HUMBOLDT GENERAL HOSPITAL

CERNER CORPORATION

By: _____
(signature)

By: _____

(print)

Teresa Waller

Title: _____

Title: _____

Sr. Director, Contract Management

CLIENT WILL COMPLETE THE FOLLOWING UPON EXECUTION OF THIS CERNER SALES ORDER:

Client Invoice Contact: _____

Contact Phone #: _____

Contact Email Address: _____

Client’s account can be managed online at cerner.com by registering for Cerner eBill. To gain access to eBill, contact the Cerner Client Care Center at 866-221-8877 or e-mail ClientCareCenter@cerner.com.



Humboldt County Hospital District d/b/a Humboldt General Hospital
OPT-0245999_Q-05570.1
July 13, 2020

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner.

FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees
SOLUTIONS		
Licensed Software	2,852.00	--
Software Support	--	39.00
SUBLICENSED SOFTWARE		
Sublicensed Software and Installation (if applicable)	2,500.00	--
Sublicensed Software Maintenance – Year 1 Total	399.96	--
– Year 2 Total	399.96	--
– Year 3 Total	399.96	--
– Year 4 Total	399.96	--
– Year 5 Total	399.96	--
PROFESSIONAL SERVICES		
Fixed Fee	39,150.00	--
MANAGED SERVICES		
Managed Services	--	400.00
TOTALS:	46,501.80	439.00

All prices in this Cerner Sales Order are shown in USD. Pricing is valid until October 06, 2020. If this Cerner Sales Order is not executed on or before such date, this pricing is considered null and void and will be subject to revision.

Not applicable is indicated by "--".

PAYMENT TERMS

ONE-TIME FEES			
Description	Payment Number	Percent (%) Of Total Due	Payment Due
Licensed Software	1	50%	On the Effective Date
	2	50%	90 days following the Effective Date
Sublicensed Software and Installation (if applicable)	1	100%	Upon Shipment
Professional Services: Fixed Fee	1	50%	On the Effective Date
	2	50%	90 days following the Effective Date

MONTHLY RECURRING FEES		
Description	Percent (%) Of Total Due	Payment Due
Software Support	100%	Annually beginning on the Effective Date
Sublicensed Software Maintenance	100%	Annually beginning upon shipment
Managed Services	100%	Quarterly beginning on the Effective Date

TERM AND TERMINATION

Software Support. Support services begin on the Effective Date, and continue until terminated pursuant to the Agreement.

Other Services. All recurring Services (such as subscription services, application services, shared computing services, transaction services, employer services, recurring professional services, application management services, and managed services) begin on the Effective Date, and continue for the term set forth in the "Solutions", "Professional Services", "Application Management Services", or "Managed Services" sections. At the end of the applicable term, each Service will automatically renew for additional 12 month periods at the rate charged in the final period of the then-current term, unless either party provides the other party with written notification of its intent to terminate the relevant Service no less than 60 days prior to the expiration of the applicable then-current term.

Equipment and Sublicensed Software Maintenance. Maintenance warranties, if any, begin on the earlier of installation, or 30 days after shipment of the equipment and/or sublicensed software. Maintenance services will continue for the initial term set forth in the "Equipment/Sublicensed Software" section of this Cerner Sales Order. The initial term will automatically renew for additional periods of the same duration, unless Client provides Cerner with written notification of its intent to terminate Maintenance no less than 60 days prior to the expiration of the then-current period. Cerner may terminate Maintenance services if Client fails to pay invoices for Maintenance. All unpaid charges for Maintenance will be immediately due and payable upon such termination. Client will pay all applicable penalties or fees if Maintenance services are terminated, then later reinstated.

FEE INCREASES

Cerner may increase the monthly fee for Support services and each recurring Service (such as subscription services, application services, shared computing services, transaction services, employer services, recurring professional services, application management services, and managed services) any time following the initial 12 month period after such recurring Service fees begin (but not more frequently than once in any 12 month period) by giving Client 60 days prior written notice of the price increase. The amount of such annual increase will equal the Consumer Price Index (CPI) plus 5% per annum. Cerner may also increase the fees at any time during the term if a Cerner third party increases the fees to be paid by Cerner, with such increase being limited to the amount of increase in Cerner's fee to the third party.

SOLUTIONS

LICENSED SOFTWARE AND SOFTWARE SUPPORT

Mfg. Part No.	Solution Detail Description	Scope of Use Metric	Qty./ Scope of Use Limit	Extended One-Time Fees	Extended Monthly Fees	Solution Description Code	Third-Party Component(s)	Pass-Through Code	Per Unit One-Time Expansion Fees	Per Unit Monthly Expansion Fees
CV-22520	ECG Management	ECG Procedures	2,160	2,160	--	SD100772_02	--	--	1	--
CV-22520	SUP:ECG Management	--		--	29	--	--	--	--	1
MM-22270	CareAware MultiMedia - DICOM	DICOM Procedure	2,160	692	--	SD100865_02	--	--	1	--
MM-22270	SUPT: CareAware MultiMedia - DICOM	--		--	10	--	--	--	--	1
TOTAL:				2,852	39	--	--	--	--	--

EQUIPMENT/SUBLICENSSED SOFTWARE

Technology Changes. At the time of the actual order, Cerner may substitute individual technology solutions and/or Maintenance services based on availability or technological advancements. Cerner and Client may also agree to replace certain technology solutions with other Cerner offerings. If the substitute items or Maintenance services result in an increase in fees, Cerner and Client will discuss and agree upon the fee increase prior to ordering such items or Maintenance services.

SUBLICENSED SOFTWARE AND INSTALLATION (if applicable)

Quote: Q-05570.1

Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
1	CFG_ECG_CWX	ECG for CommunityWorks	1	0.00	0.00	--
9	MORT-VIEW-CWX	ECG Viewer Site License for CWx	1	2,500.00	2,500.00	5501_MOR
TOTAL:					2,500.00	--

SUBLICENSED SOFTWARE MAINTENANCE

Quote: Q-05570.1

Line No.	Manufacturer Part No.	Solution Detail Description	Level of Service	Qty	Term (Mo.)	One-Time Fees Due – Year 1	One-Time Fees Due – Year 2	One-Time Fees Due – Year 3	One-Time Fees Due – Year 4	One-Time Fees Due – Year 5	One-Time Fees Due – Year 6 through End of Term
10	MORT-VIEW-CWX	24x7 M-Su Phone Support:MNT: Mortara ECG Viewer Site License for CWx	24x7 M-Su Phone Support	1	60	399.96	399.96	399.96	399.96	399.96	--
TOTAL:						399.96	399.96	399.96	399.96	399.96	--

EQUIPMENT/SUBLICENSSED SOFTWARE DELIVERY

Delivery Information. The following delivery information is required to process the equipment/sublicensed software in this Cerner Sales Order.

<p>Delivery Address</p> <p>_____</p> <p><i>(Name of Facility)</i></p> <p>_____</p> <p><i>(Address Line 1)</i></p> <p>_____</p> <p><i>(Address Line 2)</i></p> <p>_____</p> <p><i>(City, State/Province, Zip/Postal Code, Country)</i></p>	<p>Delivery Contact Information</p> <p>_____</p> <p><i>(Name – Printed)</i></p> <p>_____</p> <p><i>(E-mail Address)</i></p> <p>_____</p> <p><i>(Phone Number)</i></p> <p>_____</p> <p><i>(Fax Number)</i></p>
--	--

Delivery Requirements. Please check the applicable box for each question below to help ensure a successful delivery.

Does the facility accommodate a 48-foot trailer?		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Does the facility have a loading dock?		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
What are the receiving days and hours of operation? <i>(Please enter days and times available)</i>	Days: _____	Start Time: _____		End Time: _____	
Will a lift gate and/or ramp be required?	No <input type="checkbox"/>	Lift Gate <input type="checkbox"/>		Ramp <input type="checkbox"/>	
To what floor will the equipment be delivered?	Basement <input type="checkbox"/>	Ground <input type="checkbox"/>		Floor: _____	
Does the facility have an elevator, or will a stair crawler be required?	Elevator <input type="checkbox"/>	Stair Crawler <input type="checkbox"/>		N/A <input type="checkbox"/>	
Does the facility require floor covering?		Yes <input type="checkbox"/>		No <input type="checkbox"/>	

PROFESSIONAL SERVICES

FIXED FEE					
Service Project Detail	Manufacturer Part No.	Solution	One-Time Fees	Third-Party Component(s)	Pass-Through Code
Standard Services					
CommunityWorks	CTS-ECG-CWX	ECG Management for CommunityWorks	12,150	--	--
Imaging Svcs	CTS-ECG-CWX	ECG Management for CommunityWorks	27,000	--	--
TOTALS:			39,150	--	--

MANAGED SERVICES



Humboldt County Hospital District d/b/a Humboldt General Hospital
OPT-0245999_Q-05570.1
July 13, 2020

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner.

Manufacturer Part No.	Solution Detail Description	Scope of Use Metric	Qty.	Term (Mo.)	Monthly Range	One-Time Fees	Monthly Fees	Third-Party Component(s)	Pass-Through Code
CTS-RHORECUR	Remote Hosting (Recurring Fees)	Each	1	100	1-100	--	400	--	--
TOTALS:						--	400	--	--

SCOPE OF USE

Client will use the solutions set forth in this Cerner Sales Order in accordance with the Documentation and subject to the scope of use limits set forth in the Solutions section. If a scope of use limit is exceeded, Client agrees to pay the applicable Per Unit One-Time and/or Monthly Expansion Fees set forth in the Solutions section, which are valid for 2 year(s) after the Effective Date, and thereafter increase at a rate of 5% per year.

Scope of use will be measured periodically by Cerner's system tools, or, for metrics that cannot be measured by system tools or obtained through industry available reporting sources (e.g. FTEs or locations), Client will provide the relevant information (including records to verify the information) to Cerner at least once per year. Client agrees that if an event occurs that will affect Client's scope of use (such as the acquisition of a new hospital or other new facility), Client will notify Cerner in writing of such event no later than 30 days following the effective date of such event so that Client's scope of use can be reviewed. Any additional fees due under this Section will be payable within 30 days following Client's receipt of an invoice for such fees. Any additional monthly fees will begin on the date the limit was exceeded and shall be paid annually (pro-rated for any partial month).

The pricing in the Solutions section of this Cerner Sales Order is based on the following scope of use metrics, which are defined as follows.

Scope of Use Metric	Scope of Use Definition
ECG Procedures	The total number of annual orderable electrocardiogram (ECG) procedures.
DICOM Procedure	Any exam or course of action that generates Digital Imaging and Communications in Medicine (DICOM) objects.

FACILITIES

Permitted Facilities. For use and access by these facilities:

Name	Address	City	State/Province	Zip/Postal Code	Country
Humboldt General Hospital	118 E. Haskell Street	Winnemucca	NV	89445-3247	United States

The parties may add or substitute Permitted Facilities by amending this section.

SOLUTION DESCRIPTIONS

Each solution with a Solution Description has a code noted in the "Solutions" section of this Cerner Sales Order, and that code can be entered at <https://solutiondescriptions.cerner.com> to view the Solution Description. These Solution Descriptions are incorporated into this Cerner Sales Order by reference and may also be attached as an exhibit to this Cerner Sales Order.

PASS-THROUGH PROVISIONS

Where pass-through provisions are applicable to third-party products and services, these provisions are referenced by a pass-through code in the "Solutions", "Equipment/Sublicensed Software", "Professional Services", "Application Management Services", or "Managed Services" sections of this Cerner Sales Order, and that code can be entered at <https://passthroughprovisions.cerner.com> to view the pass-through provisions. These pass-through provisions are incorporated into this Cerner Sales Order by reference, and may also be attached as an exhibit to this Cerner Sales Order.

QUOTE ASSUMPTIONS

The following are general assumptions regarding the solutions, services, and project set forth in this Cerner Sales Order.

This quote is based on 2,160 annual ECG procedures for 1 facility. Stress and Holter are not included.

ECG Management requires Welch Allyn or GE ECG Carts for full implementation. Humboldt General Hospital will provide / purchase the needed Welch Allyn or GE ECG Carts.

ADDITIONAL TERMS AND PROVISIONS

EQUIPMENT AND SUBLICENSSED SOFTWARE MAINTENANCE TERMS

Maintenance Services for Equipment. Maintenance services for Equipment are: (a) initial determination of the source of the problem, problem management, critical situation escalation and recovery services; (b) dispatching and coordinating the activities of the third-party maintenance supplier; (c) communicating with the third party maintenance supplier throughout the resolution of the issue; (d) field change orders; and (e) inclusion of Equipment issues in a tracking database. Maintenance services for Equipment do not include consumables.

Maintenance Services for Sublicensed Software. Maintenance services for Sublicensed Software are: (a) initial determination of the source of the problem, problem management, critical situation escalation, and recovery services; (b) providing all new versions, modifications, and patches of Sublicensed Software that Cerner is authorized to distribute; (c) communicating with third-party maintenance providers throughout the resolution of the issue, (d) inclusion of Sublicensed Software issues in a tracking database

Maintenance Renewals. The initial term for maintenance is set forth in the "Solutions and Services" section of this and automatically renews for additional periods of the same duration unless Client provides written notification of termination no less than 60 days prior to the expiration of the then-current period. Client will also notify Cerner of any Equipment items that are no longer being used by Client, and therefore no longer require maintenance. Cerner may terminate maintenance services if Client fails to pay invoices for maintenance.

Equipment Coverage Levels.

24x7 M-Su 4 HR. Monday through Sunday, 24 hours per day, 365 days per year, on-site coverage. Service effort is continuous until the problem is resolved. 24x7 4 HR service does not guarantee that service will be completed the same day due to part availability.

9x5 M-F 4 HR. Monday through Friday, 8 AM to 5 PM CST, on-site coverage. Service effort is continuous until the problem is resolved, excluding country holidays. On-site coverage does not guarantee that service will be completed the same day due to part availability.

9x5 M-F Next Business Day. Monday through Friday, 8 AM to 5 PM CST with the objective of completion the next business day.

9x5 M-F Depot. Monday through Friday, 8 AM to 5 PM CST for service calls. Equipment is shipped to the manufacturer where it is repaired and returned to Client's facility.

EQUIPMENT AND SUBLICENSSED SOFTWARE MAINTENANCE TERMS

9x5 M-F Advanced Exchange. Monday through Friday, 8 AM to 5 PM CST for service calls. A replacement will be shipped the next business day and requires return of the replaced equipment within 15 days of receiving the replaced device. Service requests placed after 1 PM CST cannot be guaranteed next business day delivery. If more than one device is being requested for replacement, one will be Advance Exchange and the remaining will be returned on a best effort basis depending upon availability of replacements.

9x5 Su-Th 4 HR. Sunday through Thursday, 8 AM to 5 PM GST, on-site coverage. Service effort is continuous until the problem is resolved, excluding country holidays. On-site coverage does not guarantee that service will be completed the same day due to part availability.

Sublicensed Software Coverage Levels. Service effort is continuous until the problem is resolved.

24x7 M-Su Phone Support. Monday through Sunday, 24 hours per day, 365 days per year.

9x5 M-F Phone Support. Monday through Friday, 8 AM to 5 PM CST, for service calls.

9x5 Su-Th Phone Support. Sunday through Thursday, 8 AM to 5 PM GST, for service calls.

Changes to Maintenance Services. Changes to maintenance services must be requested in writing by Client, and will take effect within 60 days after receipt of a signed change order.

Technology components can be added to maintenance coverage if they are in good working order. If a component is not in good working order, Cerner can arrange for it to be repaired on a time and materials basis prior to being placed on maintenance. Serial numbers must be provided.

Inventory. Client will review all Maintenance renewal letters to ensure accuracy, and to avoid charges for uncovered items. Client will provide Cerner with any missing or incorrect serial numbers as soon as possible to keep records current. Client will notify Cerner when technology components are replaced.

Upgrades. Maintenance services do not include hardware/technology updates. Maintenance services include software updates once they become available and have been certified for use by Cerner.

Pricing and Allowances. Equipment and/or Sublicensed Software maintenance pricing and allowances granted by Cerner are confidential and are not to be discussed outside the context of this arrangement. Allowances are available for multi-year maintenance and prepaid terms of one year or greater. Prices do not include any applicable taxes.

Multi-Year Commitments. Fees associated with the initial term are deemed prepaid and are non-refundable.



CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

This Exhibit A defines the Service deliverables (“**Scope**”) for the Services set forth in this Cerner Sales Order.

GENERAL SCOPE

PROFESSIONAL SERVICES

The following scope applies to all implementation services set forth in this Cerner Sales Order.

Scope Considerations; Control of Scope of Work. Cerner commits to delivering, in conjunction with Client, a design, build, test, and rollout of all applicable elements set forth in this Cerner Sales Order. The build for all Licensed Software and Cerner Services will be based upon Cerner’s standard implementation processes. The project teams will reasonably accommodate design and build requests by Client, including non-Model Experience requests. Such requests may result in changes to project timelines and budget. Customization of reports, views, *MPages*, and rules are only included if specifically noted.

Client and Cerner must fulfill their responsibilities and adhere to the other requirements and descriptions set forth herein to meet the goals of an ‘on-time’ and ‘on-budget’ project. Modifications to this Scope shall be mutually agreed upon by Cerner and Client’s executive steering committee and set forth on a new Cerner Sales Order, including changes in resources, professional services fees, and project timelines.

Project Start Date. The project start date will be based on the Effective Date of this Cerner Sales Order. Cerner requires a minimum of 90 days from the Effective Date to accommodate project staffing requests. After the project start date, Cerner and Client will begin activities such as planning, staffing, and technology activities.

Travel, Lodging, Out-of-Pocket Expenses, and Per Diem Rates. The fees in this Cerner Sales Order do not include travel, lodging, per diem, or other out-of-pocket expenses. Such fees will be billed monthly as incurred.

Fixed Fee Implementation. For fixed fee implementations, the scope of the implementation is based on the specific assumptions set forth herein and in the scope of work for the solutions being implemented (the “Solution Detail Scope”). Each party (or its designee) will fulfill project responsibilities assigned to such party in this Scope and in the Solution Detail Scope(s). This Scope and the Solution Detail Scope(s) describes the solutions to be implemented, duration of the implementation, and the Services to be performed. Any changes to assumptions, tasks, duration, services or resources may result in additional fees, and will only become effective upon written approval by both parties.

SOLUTION DETAIL SCOPE

Third-Party Services. Capitalized terms used in third-party Scope shall have the meanings ascribed to them herein, or as set forth in the applicable third party’s pass-through provisions. Where there is a conflict between the definitions in third-party Scope and the Agreement, the definitions in this Exhibit A shall control, but only with regards to the subject matter set forth herein.

MANAGED SERVICES

REMOTE HOSTING (RHO)

CERNER SOLUTIONS

Scope of Use Limits. The managed services fees set forth in the “Solutions and Services” section of this Ordering Document are based on the following scope of use limits, and apply only to remote hosting option (RHO) services for the Cerner solution(s) set forth below:



Humboldt County Hospital District d/b/a Humboldt General Hospital
OPT-0245999_Q-05570.1
July 13, 2020

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner.

REMOTE HOSTING (RHO)

Scope of Use Metric	Scope of Use Limit
Cerner Solutions to be Hosted	ECG Imaging

Other Scope Limits

ECG Imaging

- Existing Cerner Archive for MultiMedia will be leveraged. Images to be stored will count toward Cerner Archive for MultiMedia defined scope of use limits
- Client responsible for all aspects related to Client-owned carts connected to the Mortara software (located at the Client site).

General Assumptions

- The basic roles and responsibilities of Cerner and Client for the Cerner solution hosting will be the same as set forth in the Ordering Document originally executed between the parties for RHO services.
- Solutions will run in Client's existing production domain being remote hosted by Cerner.
- Managed services fees do not include Licensed Software, Sublicensed Software, Licensed Software Support, Maintenance, or professional services.
- The fees set forth in the "Solutions and Services" section of this Ordering Document apply only to the addition of the solutions to the RHO scope. Fees do not include the potential impact of additional Users. If the addition of these solutions results in additional concurrent logons and the necessity to expand the Peak Concurrent Logon scope limit, this will be addressed pursuant to the scope expansion pricing for Peak Concurrent Logons set forth in the Ordering Document originally executed between the parties for the RHO services.

Cerner Responsibilities.

- Provide layered software needed to deliver core RHO Services (e.g., OS, middleware, etc.)
- Provide system level support associated with Client's performing of application maintenance duties
- Provide basic assistance with initial installation or migration of the application to Cerner (e.g., download media, etc.)

Client Responsibilities.

- Purchase/provide application related services for implementation, system/data migrations, release upgrades or updates, consulting services or support.
- Perform application maintenance duties as recommended by non-Cerner application provider (e.g., application access, create/maintain batch queues, data/file purging, custom forms/menus, custom tables/objects, refresh/replication items, etc.), if applicable.
- Manage and monitor interfaces between application and other systems; including cycling systems (as needed), modifications of interfaces and connectivity to and from non-Cerner hosted applications (as needed).
- Make available non-Cerner application provider technical support entitlements to Cerner, if possible. Client will also engage application provider to assist with application/database management activities and issue resolution if support entitlements cannot be transferred and application provider does not permit Cerner to perform such activities.
- Obtain necessary consent from third party suppliers for Cerner to provide hosting services for non-Cerner application(s).

PROFESSIONAL SERVICES
**ECG MANAGEMENT FOR COMMUNITYWORKS
(CTS-ECG-CWX)**

Cerner Tasks/Activities	<ul style="list-style-type: none"> • Perform build and validation in 1 production and 1 non-production domain • Complete study validation build and testing • Complete modality worklist build and testing • Perform initial implementation of ELI Link Servers in 2 domains • Perform build, configuration, and testing of scheduling or charge services • Perform ECG Cart configuration for up to 10 carts • Standardize the following items for Community Works sites (not customized per hospital): <ul style="list-style-type: none"> o <i>Cerner Millennium</i> orderables o Order entry formats o <i>Cerner Millennium</i> User positions o Positions that will have sign/review privileges o <i>Mortara</i> custom IDs o Site codes
Client Tasks/Activities	<ul style="list-style-type: none"> • Provide end-user education
Deliverables	<ul style="list-style-type: none"> • Provide train-the-trainer education for 2 cardiologists, 3 technicians, and 1 information technology lead/system administrator • Provide 3 days of on-site conversion support for 1 facility • Provide remote post-conversion support for 30 days prior to Application Management Services support
Project Assumptions	<ul style="list-style-type: none"> • Emergency department management clients have installed for production use <i>FirstNet</i> Enhanced Tracking for optimum workflow

Client: Humboldt County Hospital District d/b/a Humboldt General Hospital
118 E. Haskell Street
Winnemucca, NV 89445-3247, United States

Subject: Software Delivery and Installation

Document ID: OPT-0245999

This Event Activity Report (“**EAR**”) serves as confirmation that delivery has occurred of the solutions set forth below. This delivery event does not include customization or implementation of such solutions.

Mfg. Part Number	Solution Detail Description
CV-22520	ECG Management
MM-22270	CareAware MultiMedia - DICOM

I acknowledge that delivery of these solutions occurred on _____.
(Date)

The following signature represents completion of this delivery event.

**ACCEPTED FOR HUMBOLDT COUNTY HOSPITAL
DISTRICT D/B/A HUMBOLDT GENERAL HOSPITAL**

By: _____

(type or print)

Title: _____

Client: Humboldt County Hospital District d/b/a Humboldt General Hospital
118 E. Haskell Street
Winnemucca, NV 89445-3247, United States

Invoice No: EXEC CSO No. LA-OPT-0245999
Invoice Date: July 13, 2020
Due Date: Effective Date

Remit: Via FedEx:
Cerner Corporation
Attn: Accounts Receivable, 5th Floor
2800 Rockcreek Parkway
Kansas City, MO 64117

OR **Via Wire Transfer:**
ABA Routing Number: 101000187
Bank: US Bank
For Further Deposit to Bank Account: 5290000743

TOTAL AMOUNT DUE:	\$22,669
--------------------------	-----------------

Sales tax, if applicable, will be invoiced separately.

Description	Total Amount	Percent Payable	Net Amount
Licensed Software One-Time Fees	\$2,852	50%	\$1,426
Software Support Monthly Fees - Year 1	\$468	100%	\$468
Fixed Fee Professional Services Fees	\$39,150	50%	\$19,575
Remote Hosting Monthly Fees - 1st Quarter	\$1,200	100%	\$1,200
GRAND TOTAL:			\$22,669

Department: Laboratory Department

Request: The laboratory department is requesting to purchase an Atellica laboratory instrument.

Justification: The Governor's Office announced plans for a phased reopening in Nevada that included strategies for testing the community for the COVID19 virus and COVID19 Immunoglobulins. The Atellica IM Direct Connect will provide the ability to test Winnemucca citizens for the specific immunoglobulin levels. It provides the best validity and specificity of any other immunoglobulin tests on the market per our Laboratory Medical Director, George Mardini, M.D. This test is already being requested by citizens and the availability of testing in our community is limited. Considering the cost of the test kits, reagents, and phlebotomy (\$35), the test could be offered at a cost of \$150 to the community.

- **Cost to purchase:** \$129, 832.01
- **Other Costs:** Atellica solution \$440.00; LIS allowance up to \$10,000 included; Water system allowance up to \$18,000 included (quote \$9,970)
- **Service/Maintenance Agreement:** 2-7 year extended service agreement included.
- **Consumables:** Reagent credit up to \$1,124 included. Costs of reagent and test kits \$97.84 per test.

Recommendation: Approve purchase of the Atellica instrument, water supply, and Cerner interface at a cost not to exceed \$140,000.00.

Date	Quote #
7/14/2020	1258
Sales Rep	
Bsummers	
Project	
Aquisition	

Company: Humboldt General Hospital

Contact Name: Crisanti Rabanes

Contact Number: 775-623-5222

Address: 118 E. Haskell St Winnemucca NV 89445

Item Num	Name	Description	Qty	Rate	Total
1005	GWT 4050-60	GWT 4000 Series AFU w/ 60L recirc. tank * Turn Key * Includes: Installation of 4000 Series with 60L tank. Training on the analyzer feed unit. Full integration of the system. Requirements on-site: Calcium and Magnesium need to be removed from feed water (water softened) resulting in extended consumable life. Need to provide female 3/4NPT ball valve at the pre-treated water distribution point for the analyzer feed unit. If possible, please provide a floor plan or digital photo of where the analyzer will be placed.	1	\$13,295.00	\$13,295.00
1174	Siemens Preferred Discount	Siemens preferred customer discount	1	-\$3,325.00	-\$3,325.00

Sub Total	\$9,970.00
Tax	\$0.00
Balance Due	\$9,970.00

Quote prepared at the request of Ed Boyadjian - Siemens -

Department: Nursing

Request: Purchase 6 Kiosks for Hospital Entrances

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

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

- **Return on Investment:** N/A
- **Cost to purchase:** \$36,989.00
- **Other Costs:** N/A
- **Service/Maintenance Agreement:** N/A
- **Consumables:** N/A

Recommendation: Approve purchasing of 6 Kiosks in an amount not to exceed \$37, 400.00



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

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

Online Quotation

Quote No:	KM10 1033834.00	Quote Date:	June 30, 2020
Customer Name:	Janet Sturtz (Infection Preventionist)	Phone Number:	*
Company Name:	Humboldt General Hospital	Fax Number:	
Quote Name:	Reception w/Printer - 200630-030	Email:	sturtzj@hghospital.org

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Howard R2	6	\$5,824.00	\$34,944.00
Kiosk Base:	R2, 22' Kiosk (Tabletop or Pedestal) with Anti-Microbial Paint			
Pedestal:	Pedestal Mount with Anti-Microbial Paint			
Monitor:	22-inch Touchscreen Display with Anti-Microbial Coating			
Receipt Printer:	Dymo LabelWriter 450 Label Printer			
Camera:	Temperature Detection Camera System			
Computing Device:	Integrated Howard-DR SFF (Windows 10 IoT Enterprise)			
Sound:	Integrated Speakers and Microphone			
Accessories:	Kiosk PDU Assembly			
Mounting Hardware:	Cable Routing R2			
Custom Graphics:	Custom Logos, Decals, and Graphics			
Warranty:	1-year Warranty for Electronic Components, 3-year Warranty for Kiosk Enclosure, Parts Only, Countertop Kiosk			
Software:	22Miles Reception Software Plan			

Sub-Total: \$34,944.00

Taxes: Tax Exempt

Total for Item 1: \$35,694.00

This quote will expire July 30, 2020.
To expedite your order, please include your quote number with your Purchase Order.

Item 2

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
Voice Command:	22 Miles Voice Command CDC Question MPN: 22 Miles Voice Command	1	\$1,295.00	\$1,295.00
Sub-Total:				\$1,295.00
				Included
Taxes:				Tax Exempt
Total for Item 2:				\$1,295.00

This quote will expire July 30, 2020.
To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$36,239.00
Shipping and Handling:	\$750.00
Shipping and Handling:	Included
Taxes:	Tax Exempt
Total:	\$36,989.00

Notes:

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

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

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

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

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

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

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

STOP Infectious Disease
at the Front Door!

**WELL
SCREEN™**
SCAN, SCREEN, DEFEND

Kiosk Overview

- Sustainable
- Addresses Employees, Providers, Patients, Visitors, Vendors
- Integrates Multiple Efforts
 - Temperature Check
 - Symptom Check
 - Critical Supplies
 - ID Labels
- Process Integrity
- Automated
 - Notifications
 - Dashboards
- Cost Effective



Costs

Readiness Rounds:

- **One-time Deployment Cost \$ 12,500** per station
 - Well Screen Stations (#)2
 - Workflow Design
 - On site deployment
- **Annual License/Maintenance Fee \$ 4,000**per station
 - Process and software upgrades
 - Unlimited email/phone / web call support
 - 1 Year warranty
- *Pricing good for 10 days

Hospital Provides

- Tablet/Laptop (Attendant)
- Signage
- Supplies
- Staffing
- Furniture
- Handouts
- Internet Connection
- ID Badge/Employee Updates

Executive Summary

The CARES Act established the Coronavirus Relief Fund and appropriated \$150 billion dollars nationally. Humboldt County has the opportunity to request some of this funding and has asked Humboldt General Hospital (HGH) to prepare a list of necessary expenditures incurred due to COVID-19. These expenditures:

- Must be directly COVID19 related
- Cannot be accounted for in the budget approved March 27, 2020
- Must be incurred between March 1, 2020 and December 30, 2020

Humboldt County has created a committee that will review the county list of needs and incoming Chief Executive Officer, Tim Powers has been asked to serve on this committee.

HGH acknowledges COVID-19 has changed the way our community engages with our healthcare system. A recent survey revealed consumer anxiety and personal impact of COVID19, factors affecting how they seek care, communication and virtual care preferences. The survey reported, in order for customers to feel comfortable returning to clinic care, they want to know exam rooms are sanitized after each patient and that COVID-19 testing is readily available for patients and staff in clinic settings, and that patients and staff are being screened and or tested daily. Consumers also requested information about testing and alternative care options. The updated Declaration of Emergency for the state of Nevada and key findings of this survey support the need for us to purchase the items on this list. The list equipment on this list will better prepare us to meet the demands of the anticipated second surge. We are requesting the Board of Trustees approval to submit this list to Humboldt County for consideration.



CARES Act Funds Equipment List

The following is the list of equipment being requested through Humboldt County CARES Act funding. All requests must be expenses directly related to COVID19.

Item #	Item Name/Description	Price
Item #1	Atellica IM Direct Connect (COVID19 IgG, IgM)	\$129, 823.01
Item #2	Electrostatic Backpack Sprayer (4)	\$7,880.00
Item #3	Live Process (EM System)	\$22,300.00
Item #4	OmniAire Equipment to convert rooms to negative pressure 4 (need quote)	\$ \$34,484.76
Item #5	Vital sign/ cardiac monitoring machines (5)	\$67,115.70
Item #6	Stryker ER Stretchers (4)	\$35,667.92
Item #7	UV Air Cleansing Retrofit	\$73,676.60
Item #8	Verkada cameras & Software (165 cameras)	\$194,119.95
Item #9	Blu-Med Ward Beds (24) Rampart	\$19,209.00
Item #10	EMS & Ambulance UVC Disinfectant systems	\$3,689.93
Item #11	Dietary Supply Aluminum Tray Delivery Cart (1)	\$1,006.00

Department: Laboratory Department

Request: The laboratory department is requesting to purchase an Atellica laboratory instrument.

Justification: The Governor's Office announced plans for a phased reopening in Nevada that included strategies for testing the community for the COVID19 virus and COVID19 Immunoglobulins. The Atellica IM Direct Connect will provide the ability to test Winnemucca citizens for the specific immunoglobulin levels. It provides the best validity and specificity of any other immunoglobulin tests on the market per our Laboratory Medical Director, George Mardini, M.D. This test is already being requested by citizens and the availability of testing in our community is limited. Considering the cost of the test kits, reagents, and phlebotomy (\$35), the test could be offered at a cost of \$150 to the community.

- **Cost to purchase:** \$129, 832.01
- **Other Costs:** Atellica solution \$440.00; LIS allowance up to \$10,000 included; Water system allowance up to \$18,000 included (quote \$9,970)
- **Service/Maintenance Agreement:** 2-7 year extended service agreement included.
- **Consumables:** Reagent credit up to \$1,124 included. Costs of reagent and test kits \$97.84 per test.

Recommendation: Approve purchase of the Atellica instrument, water supply, and Cerner interface at a cost not to exceed \$140,000.00.

Date	Quote #
7/14/2020	1258
Sales Rep	
Bsummers	
Project	
Aquisition	

Company: Humboldt General Hospital

Contact Name: Crisanti Rabanes

Contact Number: 775-623-5222

Address: 118 E. Haskell St Winnemucca NV 89445

Item Num	Name	Description	Qty	Rate	Total
1005	GWT 4050-60	GWT 4000 Series AFU w/ 60L recirc. tank * Turn Key * Includes: Installation of 4000 Series with 60L tank. Training on the analyzer feed unit. Full integration of the system. Requirements on-site: Calcium and Magnesium need to be removed from feed water (water softened) resulting in extended consumable life. Need to provide female 3/4NPT ball valve at the pre-treated water distribution point for the analyzer feed unit. If possible, please provide a floor plan or digital photo of where the analyzer will be placed.	1	\$13,295.00	\$13,295.00
1174	Siemens Preferred Discount	Siemens preferred customer discount	1	-\$3,325.00	-\$3,325.00

Sub Total	\$9,970.00
Tax	\$0.00
Balance Due	\$9,970.00

Quote prepared at the request of Ed Boyadjian - Siemens -

Humboldt General Hospital

Humboldt County

Date July 22, 2020

Agenda item: Electrostatic Backpack Sprayer

Department: Environmental Services (EVS)

Request: EVS is requesting to purchase 4 electrostatic backpack sprayers.

Justification: COVID19 has created a need for organizations to move to the use of advanced technology to ensure safe and clean environments. Patient surveys reveal sanitizing patient care areas between patients as one of the top concerns for consumers. The victory backpack sprayer provides the opportunity to use a touchless application to clean areas that cannot effectively be cleaned by our disinfectant ultra violet C machines such as waiting rooms and larger undefined spaces. This will provide a higher level of disinfection cleaning for the larger clinical and non-clinical areas such as waiting rooms and clinic offices.

- **Other vendors considered/other quotes:** Other vendors refuse to give us a quote for the backpack sprayers because they are on backorder.
- **Cost to purchase:** \$ 7,880
- **Other Costs:**
- **Service/Maintenance Agreement:**
- **Consumables:** Vital oxide containers start at \$39.60/1 Gallon up to 55Gal Drum: \$1415.20ea

Recommendation: Approve purchase of 4 Victory electrostatic backpack sprayers at a price not to exceed \$8,500.00.

Mattson

"The Hotsy Guys"

Quote

Quote Number
4322

Quote Date
Jul 2, 2020

Page:
1

MATTSON DISTRIBUTING CO., INC
11711 FAIRVIEW AVENUE
BOISE, IDAHO 83713
208-375-4510

Quoted to:
Humboldt General Hospital
118 E. Haskell St.
Winnemucca, NV 89445

Ship to:
Humboldt General Hospital
118 E. Haskell St.

Winnemucca, NV 89445

Customer ID	Good Thru	Payment Terms	Sales Rep
HUMBOLDTHOSP	8/1/20	Net 10 Days	SC

Quantity	Item	Description	Unit Price	Extension
4.00	MS-VICTORYBP	CORDLESS ELECTROSTATIC BACKPACK SPRAYER	1,950.00	7,800.00
1.00	FREIGHT	SHIPPING	80.00	80.00

Subtotal	7,880.00
Freight	
Sales Tax	
Total	7,880.00

ACCEPTED BY: _____

DATE: _____ PO# _____

Department: Environment of Care Committee- Emergency Management Operations

Request: The Environment of Care Committee is requesting to purchase Live Process.

Justification: The Live Process is an emergency management system that allows real-time situation management during COVID-19. In addition to sending emergency alerts to the Incident Command team, we can coordinate resources, track incident activities, share situation updates, and generate after action reports. The Live Process system would improve communication and coordination of efforts during COVID19 with our team internally as well as improving communication with our county emergency management partners.

In March 2020, when we activated our incident command with our current emergency management system, it went off line and was unavailable for extended periods of time. When the system became fully functional, documentation was missing. The Environment of Care Committee has found Live Process to be a user friendly, reliable alternative to our current system. We have had the opportunity to trial Live Process during COVID19 and found it to be a product that better meets the needs of HGH.

Cost to purchase: \$22,300.00

Other Costs:

- **Service/Maintenance Agreement:** \$900 annual subscription fee.
- **Consumables:** None known

Recommendation: Approve the purchase of Live Process at a price not to exceed \$24,000.00.

LiveProcess
101 Eisenhower Parkway, Suite 300
Roseland, NJ 07068
Phone 888-400-2673 | Fax 973-556-1984
www.liveprocess.com

QUOTE HUMB030920R**DATE July 7, 2020****TO**

Tiffany A. Love, PhD, FACHE
Chief Operating Officer &
Compliance Officer
Humboldt General Hospital
118 E. Haskell Street
Winnemucca, NV 89445
Office: (775)623-5222 x1126
Cell: 775-304-2146
lovet@hghospital.org

Director, National Accounts	Client / Project	Payment Terms	Subscription Term
Cheryl Beano	Humboldt	Net 30	ANNUAL
cbeano@liveprocess.com			

PRICING PROPOSAL FOR Humboldt General Hospital

The following LiveProcess Pricing Proposal for deployment of LiveProcess. The quote takes into consideration an individual instance for the locations identified in Table 2.

TABLE 1- Pricing

DESCRIPTION	LIST PRICE	QUANTITY	LINE SUBTOTAL	GSA Discount	LINE TOTAL
LiveProcess Enterprise Subscription (Annual): Includes access to planning, response and all compliance features of the platform. Intended for Emergency Management purposes only.					
> Small (Critical Access Hospital)	\$10,000	1	\$10,000	37%	\$6,300
Support Services (Annual): Includes unlimited support during normal business hours (9:00am – 5:00pm EST) Monday through Friday, unlimited eLearning courses, GoLive newsletter subscription, Critical support 24/7/365.					
> 10% of annual list price subscription			\$1,000	10%	\$900
Unlimited Notification - Annual fee- optional.					
> Small (Critical Access Hospital)	\$3,950	1	\$3,950	N/A	\$3,950
Subtotal					\$11,150
Sales Tax if Applicable					
Grand Total					

Full annual Amount is due upon execution of Agreement.

*Unless stated, amount listed above does not include Optional Addons/upgrades identified below.

LiveProcess Instances

A unique LiveProcess instance for the locations identified below in TABLE 2

TABLE 2: Facility

Hospital Name	Size Category	LiveProcess License
Humboldt General Hospital	Small	Enterprise

LiveProcess Standard Enterprise Features

LiveProcess instances are all equipped with the following features:

LiveProcess Enterprise License Includes

Plan for Continuity

- HVA Analysis
- HICS
- Job Action Sheets
- Pre-loaded Training Exercises
- Document Repository
- Inventory Library

Mobilize Resources

- Automated Self-Maintaining Contact Database
- Configurable Hospital Incident Command Structure
- Unlimited Notification Groups
- Extended Contact Information
- Notification: on-the-fly and pre-templated (codes)

Coordinate and Collaborate

- Virtual Incident Command Center
- Multi-modal, multi-way communication
- Bed management (HAVBED)

Track

- After Action Reporting (AAR)
- National Incident Management System (NIMS)
- Joint Commission Standards (EM Chapter)
- CMS Emergency Preparedness Directive

LiveProcess Standard Notification Allotment

Table 3: Standard Notification Allotment

Subsequent Units can be purchased as follows	
Facility Size	Allotment
Small Under 50 beds	2500
Medium 50-350 beds	5000
Large 351 - 1000 beds	10000

LiveProcess Standard Support Features (included)

LiveProcess Standard Support & Implementation Services **(standard-included)**

LiveProcess' Support Services Team is available 24x7x365

LiveProcess' Support Team is staffed locally by US-based personnel that are ready to handle your support calls 24x7. LiveProcess will preload each instance with the Contact Information provided in LiveProcess Standard format. Customized configuration of facilities and hierarchy is also included in the implementation.

Our standard support service model includes:

- ✓ Phone Support Line, staffed 24x7x365 to assist with critical system questions
- ✓ Initial Contact data load – we will load contacts into our system as part of initial set up
- ✓ eLearning events every 6 – 8 weeks
- ✓ Advance notice of scheduled maintenance
- ✓ Online Help Center (Help.liveprocess.com) for access to:
 - User Manuals
 - Quick Reference Guides
 - Video learning sessions
 - Searchable Knowledgebase

LiveProcess Custom Implementation and Training Services (additional fees apply)

In addition to our standard general support and eLearning support package, we offer custom services tailored to your specifications. This includes:

Project Management

Working hand in hand with your staff, LiveProcess helps you develop processes and procedures for the system and guides your team to a successful implementation. The rollout program generally includes:

- ✓ Detailed Implementation Plan
- ✓ Project Kick-off Meeting
- ✓ Weekly Project Management Calls
- ✓ Initial Contact data load – we will load contacts into our system as part of initial set up

Customized Training (optional)

We will work with you to develop a customized training curriculum to meet your specific needs. This ensures that your staff will come up to speed quicker and maximize your investment. Training can be done remotely and onsite and provides your staff with the knowledge to set up and configure the system, as well as the ability to train others within your organization. Here is a sample of areas we cover:

- ✓ Defining the system constructs based on industry best practices
- ✓ Building/Managing Contacts & Groups
- ✓ Customizing Screens
- ✓ Report Creation
- ✓ Developing customized Codes
- ✓ Sending and managing on the fly messages

Fees for Custom Rollout and Training:

- \$250/hour
- If onsite, plus Travel and Expenses- minimum of 8 hours is required

Optional Upgrade Purchases

Each facility is equipped with the following notification allotment based on bed-size:

Table 4: Notification Unlimited Notification Upgrade

Annual Fees	
Under 50 beds	\$3950
50 - 349 beds	\$6950
350 - 999 beds	\$8950

Table 5: Additional HVA Packages

Annual License Fees- per license	
1 - 20	\$650
21 - 50	\$520
51 - 99	\$450
Over 100	\$400

Table 6: Contact Integration Service

Annual License Fees- per license	
One-time Set-up fee	\$3000
Annual Run fee- Facility 1	\$3000
Annual Run Fee- Subsequent Facilities	\$1500/facility

Table 7: Mobile-Ready Communicator Add-on Module

Annual Fees	
Under 50 beds	\$1500
50 - 349 beds	\$2500
350 - 999 beds	\$4000

Notifications and Message Units explained

A notification from LiveProcess consumes 1 or more Message Units depending on the modality and duration of the notification. Each recipient of a notification as well as each modality used for that recipient consumes Message Units. A Message Unit equates to:

- 1-minute of voice call in the US/Canada
- 1 minutes of fax transmission in the US/Canada
- 1 SMS text message of 160 characters or fewer

Notifications to Email and Pager modalities are free and do not consume Message Units.

For example, a single Notification sent to 3 recipients that is less than 1 minute of voice and as a text message is 100 characters long would consume message units as follows:

Recipient 1 receives notification via SMS txt: consumes 1 message unit

Recipient 2 receives notification via SMS txt and voice: consumes 2 message units

Recipient 3 receives notification via voice and email: consumes 1 message unit

Total message units consumed for this example notification to three recipients is 4 message units

NOTE: International phone/SMS is not part of the standard LiveProcess subscription. Customers who wish to send notifications internationally need an addendum to their agreements with a pricing schedule for the countries desired.

PLEASE NOTE: All prices shown exclude any applicable sales, value added or other taxes. This Quote is entered into and subject to the terms and conditions of the Subscription Agreement entered by and between LiveProcess and Customer. Product and service availability dates are estimated at the time of quotation. Actual implementation dates will be specified at the time LiveProcess acknowledges and accepts your purchase order.

CONFIDENTIALITY NOTICE. The pricing and other information contained in this Quotation constitutes confidential information of LiveProcess and may be used only for your evaluation of this Quotation. Neither this Quotation nor any pricing or other information contained herein may be disclosed to any third party without the prior, written consent of LiveProcess.

All Quotes are valid 90 Days.

Department: Facilities

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

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

- **Cost to purchase:** \$34,484.76
- **Other Costs:**
- **Service/Maintenance Agreement:** N/A
- **Consumables:**

Recommendation: Approve purchase of the OmniAire Air Filtration Systems at a price not to exceed \$35,000.00.



INVOICE

Date: 07/14/2020 Order#: 29406

Bill To: (Customer ID#22809)

Ship To:

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

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

Payment Method:

Shipping Method:

Product Quote; Good for 30 Days

Standard Freight

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

Subtotal: \$32,360.40

Tax: \$0.00

Shipping & Handling: \$2,124.36

Grand Total: \$34,484.76

IMPORTANT

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

**Sales for negative air machines and PAC machines are considered final.

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

Department: Nursing

Request: The Nursing department is requesting to purchase 5 Passport Vital sign Monitors.

Justification: COVID19 has created an increased demand for hospital bed capacity. In addition to deploying our mobile hospital, HGH would like to have the ability to expand bed capacity within the main hospital in the event of a surge. The passport vital sign monitors will allow additional monitoring capability for the additional beds that have been requested.

Deploying the mobile hospital requires a significant amount of additional resources to prepare for COVID19 patients. Having additional vital sign monitors we within the hospital will create a more expedient and efficient way to expand capacity within HGH and reserve the mobile hospital for a larger surge.

- **Cost to purchase:** \$67,115.70
- **Other Costs:**
- **Service/Maintenance Agreement:** Standard 1 year-on site warranty for parts and labor.
- **Consumables:**

Recommendation: Approve the purchase of Purchase the 5 Passport vital sign monitors at a price not to exceed \$68,000.00.

A GLOBAL LEADER IN PATIENT MONITORING, ANESTHESIA AND ULTRASOUND SYSTEMS

PROPOSAL FOR:
HUMBOLDT GENERAL HOSPITAL

PREPARED BY:

Mike Hakert

Jul 2, 2020



Proposal Summary

Proposal Date: Jul 2, 2020
Proposal Number: Q-42387
Proposal Exp. Date: Sep 30, 2020
Sales Rep: Mike Hakert
Proposal For: HUMBOLDT GENERAL HOSPITAL

Mindray DS USA, Inc.
800 MacArthur Blvd.
Mahwah, NJ 07430
Tel: 201-995-8000
Fax: 800.266.9624

Contact:
Title:
Phone:
Email:

Total Price By Department

Medical/Surg

Department Name	List Price	Departmental Discount	Net Price
Medical/Surg	USD 97,415.00	USD -30,299.30	USD 67,115.70
		Medical/Surg TOTAL:	USD 67,115.70

TOTAL: USD 67,115.70



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

Sales Representative: Mike Hakert
Quote Number: Q-42387

Proposal Date: Jul 2, 2020

Affiliation: AME

Phone: (925) 519-3331
E-mail: m.hakert@mindray.com

Medical/Surg

Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
1	6804F-PA00003	Passport 12m, Modular touch screen monitor , 5 GHz wireless, with integrated recorder. Includes: Includes CD operators manual, line cord, one roll of paper, quick reference guide. Requires one lithium ion battery, sold separately.	USD 8,800.00	USD 5,984.00	5	USD 29,920.00
2	M51AF-PA00038	Masimo SpO2, 3/5-lead ECG, IBP	USD 4,496.00	USD 3,057.28	5	USD 15,286.40
3	115-031807-00	Reusable Bladderless NIBP Cuff Kit: Includes one Child, Small Adult, Adult, Large Adult, and Thigh cuff Compatible with Accutorr V, DPM 3, DPM 4, DPM 5, DPM 6, DPM 7, Duo, Trio, Passport 2, Passport V, Spectrum, Spectrum OR, V12, V21, Accutorr 3, Accutorr 7, Passport 8, Passport 12, T1, Passport 12m, Passport 17m	USD 162.00	USD 126.36	5	USD 631.80
4	0600-00-0126	LNCS DCI, reusable, adult, >30 kg	USD 315.00	USD 245.70	5	USD 1,228.50
5	115-020768-00	Masimo SpO2 extension cable, 8 Pin, purple connector	USD 280.00	USD 218.40	5	USD 1,092.00
6	115-018012-00	Lithium ion battery	USD 255.00	USD 198.90	10	USD 1,989.00
7	115-046966-00	ORIDION CO2 Microstream Module	USD 4,440.00	USD 3,019.20	5	USD 15,096.00
8	115-040811-00	Passport 12m/17m Combo Ops Manual CD	Included	Included	5	USD 0.00
9	045-000915-00	N-Series N15, N17, Passport 12m rolling stand, includes standard mounting plate (045-000955-00)	USD 480.00	USD 374.40	5	USD 1,872.00
Medical/Surg TOTAL:						USD 67,115.70

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

Sales Representative: Mike Hakert
Quote Number: Q-42387
Proposal Date: Jul 2, 2020
Phone: (925) 519-3331
E-mail: m.hakert@mindray.com

Affiliation: AME

Affiliation Notes: Intalere - AmeriNet - AME - Contract #VQ-10010. Standard one year-on site warranty for parts & labor on Passport Monitors, T1 monitor, Gas Module, Central Stations. Standard three year mail-in warranty on Accutorr Monitors. N Series Monitors - Standard 5 year warranty.
Anesthesia Agreement - Contract #VH11638. Anesthesia Machines - Standard three year warranty
EXCEPTION: DEMO EQUIPMENT & ACCESSORIES (6 MONTHS ONLY)

Payment Terms: Net30

Shipping Terms: F.O.B. SUPPLIERS Dock (Freight & Insurance Prepaid on Contracted Products Only)
"To ensure on-time delivery of your orders, Mindray may drop ship products directly from our overseas factories or distribution warehouses"

Proposal Notes:

Product Notes: Biomedical training credits issued to customers at the time of sale, are for the sole use of employees of the facility purchasing the equipment, and are non transferable.

Central Station - Hospitals, or buying groups, that require special containment procedures while opening plenum spaces including the use of a negative chamber tent system will be billed separately for the containment costs. These cost will include, but not be limited to, rental of a containment system, plus the additional cost incurred by the cable installer and the Mindray Representative who are required to use the system. This will also apply to any containment costs incurred after the installation for Mindray Representatives when performing maintenance on the system.

Trash Removal responsibility

Mindray is not responsible for the disposal of packing material associated with newly installed Mindray products. Mindray will work with the customer to collect and centralize the packing material for ease of disposal by the customers' personnel. The customer will be responsible for sorting and disposal of packing material.

De-Installation of existing cabling

Mindray is not responsible for the de-installation of existing cabling associated with an existing patient monitoring system. Mindray will provide this service on a time and material basis in the event that the customer would like to have this work done by Mindray at the time of the installation. Customer will be responsible for pulling of cable and certification, if these items are not charged on the body of this quote.

Fiber Optics Requirements

In the event that fiber optics network runs are necessary due to the location of the central rack, then it will be the customer's responsibility to add the necessary fiber optic run(s). Mindray Technology service will provide this service on a T+M basis in the event that the customer would like to have this work done by Mindray.

Pricing for cable pull and certification is based on nonunion labor. If Union labor is required customer will be invoiced for any additional cost. Pricing for cablepull includes installation of cables above ceilings or any horizontal/vertical pathways and shall be supported per BISC standards utilizing communications rated J-hooks. Pricing does not include major structural changes to go

between walls or floors, e.g., penetration of interior or exterior cement walls or the installation of conduit/Raceway.

Core Drilling requirements

In the event that core drilling (i.e drilling between floors to accommodate network runs) is required to complete an installation, the customer will be responsible for customary costs associated with this work. Mindray Technology Services will provide this service on a T+M basis if requested by the customer.

(Customary charges are approximately \$450 each)

Purchase order acceptance and delivery of Mindray Certified Refurbished products is subject to inventory availability.

Product Notes:

Please complete at time of purchase:

Uncrating Needed: YES / NO

Receiving Dock Hours: _____

Debris Removal: YES / NO

Lift Gate Required: YES / NO

Prior Notification: YES / NO

Inside Delivery Required: YES / NO

Contact Name: _____

Department: _____

Contact Phone #(s) _____

E-mail Address(s) _____

Purchase order acceptance and delivery of Mindray Certified Refurbished products is subject to inventory availability.

This quotation contains no provisions for Biomedical training tuition or credits.

If your terms are Cash-in-advance, please remit check directly to:

Mindray DS USA, Inc. 24312 Network Place, Chicago, IL 60673-1243

Total Price By Department

Medical/Surg

Department Name	List Price	Departmental Discount	Net Price
Medical/Surg	USD 97,415.00	USD -30,299.30	USD 67,115.70
Medical/Surg TOTAL:			USD 67,115.70

TOTAL: USD 67,115.70

Quotation

Total List Amount	USD 97,415.00
Total GPO Discount	USD 30,299.30
Total Additional Discount/TradeIn	USD 0.00
Total Net Amount	USD 67,115.70



Total Net Price For Purchase:

USD 67,115.70

To:

HUMBOLDT GENERAL
HOSPITAL
118 EAST HASKELL
WINNEMUCCA, NV 89445

Sales Representative: Mike Hakert
Quote Number: Q-42387

Proposal Date: Jul 2, 2020

Phone: (925) 519-3331
E-mail: m.hakert@mindray.com

Affiliation: AME

Title of Buyer	Printed Name of the Buyer

Purchase Order Number	Date	Signature of the Buyer

Ship to Address:

Bill to Address:

We have selected a non-Masimo SpO2 technology and have requested a proposal using an alternate SpO2 technology.

Although we have been educated on the Masmio SpO2 option by Mindray, we have independently chosen the alternate SpO2 option based upon our business needs.

Signature of buyer _____

**Mindray North America now has a \$150 minimum order policy.
Unless otherwise stated, the total net price of this quotation does not include, freight or sales tax.**

Department: Emergency

Request: The Emergency department is requesting to purchase 4 Stryker stretchers.

Justification: COVID19 has created an increased demand for Emergency Room (ER) capacity. In order to meet the demands of an unpredictable surge of patients in the ER, HGH would like to have the ability to add 4 Stryker stretchers to the Emergency Department. These stretchers can also be deployed to other areas in the hospital to serve as ER overflow if needed.

The Emergency Department has experienced surges of patients to the ER during the COVID19 pandemic. Having additional ER stretchers will help the staff care for the usual ER volumes in addition to a surge of COVID19 patients if and when the situation arises.

- **Cost to purchase:** \$35,667.92
- **Other Costs:**
- **Service/Maintenance Agreement:** N/A
- **Consumables:**

Recommendation: Approve purchase of 4 Stryker stretchers at a price not to exceed \$36,000.00.



Stretchers ED

Quote Number: 10216394

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: HUMBOLDT GEN HOSP

Rep: Joseph Ford

Attn:

Email: joe.ford@stryker.com

Phone Number:

GPO: Intalere (fka Amerinet)

Quote Date: 07/02/2020

Delivery Address

End User - Shipping - Billing

Bill To Account

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	HUMBOLDT GEN HOSP	Name:	HUMBOLDT GEN HOSP	Name:	HUMBOLDT GEN HOSP
Account #:	1071787	Account #:	1071787	Account #:	1071787
Address:	118 E HASKELL WINNEMUCCA Nevada 89445-3247	Address:	118 E HASKELL WINNEMUCCA Nevada 89445-3247	Address:	118 E HASKELL WINNEMUCCA Nevada 89445-3247

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	1115000030	"Prime Big Wheel Stretcher30"""	4	\$4,731.43	\$18,925.72
1.1	1115016003	700lbs Weight Capacity		\$0.00	\$0.00
1.2	1115025205	4 Sided Brake/Steer Control		\$278.89	\$1,115.56
1.3	1115005610	3 Sided Hydraulic Controls		\$184.63	\$738.52
1.4	1070010002	Scale System		\$1,122.72	\$4,490.88
1.5	1105090000	OPTION NO STRETCHER EXTENDER		\$0.00	\$0.00
1.6	1105010302	Recovery chair position (drop seat with knee gatch)		\$799.62	\$3,198.48
1.7	1105011160	Dual End Siderail Release		\$92.96	\$371.84
1.8	1105048030	Pop-up Push Handles (Head end)		\$235.99	\$943.96
1.9	1105045310	Integrated Transfer Board		\$0.00	\$0.00
1.10	1105045035	Integrated Pump Rack		\$192.43	\$769.72
1.11	1105035342	3 Stage IV Pole Head Left		\$363.41	\$1,453.64
1.12	1105035250	No IV Pole Foot End		\$0.00	\$0.00
1.13	1704034300	ULTRA COMFRT, SE 4X30 DOMESTIC		\$331.55	\$1,326.20
1.14	7777770201	Contract 2 Year, Parts, Labor, Travel		\$0.00	\$0.00
1.15	1105003552	Gray ID Bumpers		\$0.00	\$0.00
1.16	1105023004	EMERGENCY, SET		\$0.00	\$0.00
1.17	9000900910	UNBOXED		\$0.00	\$0.00
1.18	1115001902	1115-30", DPM LABEL		\$0.00	\$0.00
1.19	1115101002	LABEL, SPECIFICATION		\$0.00	\$0.00



Stretchers ED

Quote Number: 10216394

Version: 1

Prepared For: HUMBOLDT GEN HOSP
Attn:

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308
Rep: Joseph Ford
Email: joe.ford@stryker.com
Phone Number:

GPO: Intalere (fka Amerinet)

Quote Date: 07/02/2020

#	Product	Description	Qty	Sell Price	Total
1.20	1070110360	Scale with Knee Gatch Assembly		\$0.00	\$0.00
1.21	1105210362	Foot End Cover Option		\$0.00	\$0.00
1.22	1105210063	Head End Cover Option		\$0.00	\$0.00
1.23	1115226300	3 Sided Hyd Hood/Bellow		\$0.00	\$0.00
1.24	1115600000	DOMESTIC MANUAL OPTION 1115		\$0.00	\$0.00
				Equipment Total:	\$33,334.52

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$2,333.40
Grand Total:	\$35,667.92

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

Department: Facilities

Request: The facilities department is requesting to purchase the UV air cleansing retrofit.

Justification: The UV Light sanitation kills 99.9% of COVID-19 on the first pass in the Heating, Ventilation, and Air Conditioning (HVAC) equipment. High intensity Ultra Violet C (UVC) lamps with aluminum parabolic reflectors clean and purify the air as it flows through the ventilation system. This cleaning of the air adds additional protecting against germs that can be transmitted through the air. This would add infection prevention measures to prevent the spread of COVID19 and any other bacteria or viruses that could be transmitted through the air.

- **Cost to purchase:** \$73,676.60
- **Other Costs:**
- **Service/Maintenance Agreement:** N/A
- **Consumables:**

Recommendation: Approve purchase of the UV Air Cleansing Retrofit at a price not to exceed \$74,000.00.



TRANE

Proposal

(Valid for 30 days from Proposal date)

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc. dba Trane
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED
© 2016 Trane All rights reserved

Prepared For:
Humboldt General Hospital

Date: July 7, 2020

Proposal Number: C8-9803-1

Job Name:
Humboldt Hospital UV Air Cleansing Retrofit
118 E Haskell Street
WINNEMUCCA, NV 89445

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval. This proposal is to provide UV Light Sanitation for 99.9% kill of COVID-19 on the first pass in the following HVAC equipment. Thank you very much for the opportunity.

MOB AREA

HVAC Equipment to Have UV Purification Installed

Item	Tag(s)
Rooftop Unit	MRTU-1
Rooftop Unit	MRTU-1

Description of UV Purification System to be added:

Duct mounted UV-C Air/Odor purifier consisting of 3 - 18" T6 high intensity Germicidal UVC lamps and 1 - 18" T6 high intensity dual zone UV lamp mounted on 4 aluminum parabolic reflectors 120/230V. Have the ability to be tied into BAS system for monitoring.

Total Net Price for UV System for Above (Excluding Sales Tax)\$ 4,032.00

Installation and Commissioning Budget (Firm Proposal to follow)\$ 3,800.00

HVAC Equipment to Have UV Purification Installed

Item	Tag(s)
Heat Pump	HP 1-24

Description of UV Purification System to be added:

Duct mounted UV-C Air/Odor purifier consisting of 3 - 18" T6 high intensity Germicidal UVC lamps and 1 - 18" T6 high intensity dual zone UV lamp mounted on 4 aluminum parabolic reflectors 120/230V. Have the ability to be tied into BAS system for monitoring.

Total Net Price for UV System for Above (Excluding Sales Tax)\$ 2,016.00/HP

Installation and Commissioning Budget (Firm Proposal to follow)\$ 1,925.00/HP

ACUTE AREA

HVAC Equipment to Have UV Purification Installed

Item	Tag(s)
Air Handler	AHU-1A

Description of UV Purification System to be added:

Biowall MAX Duct mounted UV-C Air/Odor purifier : 5 X 40" high intensity UV-C lamps mounted on 5 aluminum parabolic reflectors, linked with 10ft of LIQUIDTIGHT to a multivoltage ballast box 120/240V with BMS dry contacts to have the ability to be tied into BAS system for monitoring.

Total Net Price for UV System for Above (Excluding Sales Tax)\$ 6,590.40

Installation and Commissioning Budget (Firm Proposal to follow)\$ 4,600.00

LONG TERM CARE AREA

HVAC Equipment to Have UV Purification Installed

Item	Tag(s)
Air Handler	AHU-1
Air Handler	AHU-2
Air Handler	AHU-3

Description of UV Purification System to be added:

Duct mounted UV-C Air/Odor purifier consisting of 3 - 18" T6 high intensity Germicidal UVC lamps and 1 - 18" T6 high intensity dual zone UV lamp mounted on 4 aluminum parabolic reflectors 120/230V. Have the ability to be tied into BAS system for monitoring.

Total Net Price for UV System for Above (Excluding Sales Tax)\$ 12,096.00

Installation and Commissioning Budget (Firm Proposal to follow)\$ 6,000.00

OB AREA

HVAC Equipment to Have UV Purification Installed

Item	Tag(s)
Air Handler	AHU-LDRP

Description of UV Purification System to be added:

Biowall MAX Duct mounted UV-C Air/Odor purifier : 5 X 40" high intensity UV-C lamps mounted on 5 aluminum parabolic reflectors, linked with 10ft of LIQUIDTIGHT to a multivoltage ballast box 120/240V with BMS dry contacts to have the ability to be tied into BAS system for monitoring.

Total Net Price for UV System for Above (Excluding Sales Tax)\$ 6,590.40

Installation and Commissioning Budget (Firm Proposal to follow)\$ 4,600.00

OR AND ER AREA

HVAC Equipment to Have UV Purification Installed

Item	Tag(s)
Air Handler	AHU-ER
Air Handler	AHU-OR

Description of UV Purification System to be added to AHU-ER:

Biowall MAX Duct mounted UV-C Air/Odor purifier : 5 X 40" high intensity UV-C lamps mounted on 5 aluminum parabolic reflectors, linked with 10ft of LIQUIDTIGHT to a multivoltage ballast box 120/240V with BMS dry contacts to have the ability to be tied into BAS system for monitoring.

Description of UV Purification System to be added to AHU-OR:

Biowall MAX Duct mounted UV-C Air/Odor purifier : 5 X 50" high intensity UV-C lamps mounted on 5 aluminum parabolic reflectors, linked with 10ft of LIQUIDTIGHT to a multivoltage ballast box 120/240V with BMS dry contacts to have the ability to be tied into BAS system for monitoring.

Total Net Price for UV System for Above (*Excluding Sales Tax*)\$ 13,426.80

Installation and Commissioning Budget (*Firm Proposal to follow*)\$ 8,000.00

Tax Status:	Taxable	<input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
	Exempt	<input type="checkbox"/>	

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

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

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc. dba Trane
_____	_____
Authorized Representative	Submitted By: Travis Jackson
_____	Cell: (775) 240-1584
Printed Name	Office: (775) 954-1352
_____	_____
Title	Authorized Representative
Purchase Order _____	_____
	Title
Acceptance Date _____	_____
	Signature Date

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

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

- 1. Acceptance.** 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 sale of the described commercial equipment and any ancillary services (the "Equipment"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. 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 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 Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. 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.
- 2. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
- 3. Pricing and Taxes.** Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.
- 4. Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
- 5. Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.
- 6. Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the 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 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work 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; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour 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.
- 7. Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. 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. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**
- 8. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend 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 their respective employees or other 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. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

- 9. Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. 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 waive any rights of subrogation.
- 10. 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, require payment prior to shipping, 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 Equipment furnished and all damages sustained by Company (including lost profit and overhead).
- 11. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.
- 12. Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.
- 13. Intellectual Property; Patent Indemnity.** Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.
- 14. Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.
- 15. Invoicing and Payment.** Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. 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 and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.
- 16. Claims.** Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.
- 17. Export Laws.** The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.
- 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 of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is

shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. 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 Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the 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 subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. 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, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's 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.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a 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 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 Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement 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).

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 sale of the Equipment is in connection with a U.S. Government contract, Customer 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 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 work that is the subject of the Proposal or this 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 performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar 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.

1-26.130-4 (0420)
Supersedes 1-26.130-4(0614)

Department: Information Technology (IT)

Request: IT is requesting to purchase 165 Verkada cameras and software.

Justification: Due to COVID-19, HGH is required to ensure all staff and visitors wear a mask and other PPE daily. The Verekada camera system allows the efficient monitoring of PPE use in HGH buildings by security and screener staff. Our current cameras do not have the ability to provide high quality visualization of the use of PPE by staff and visitors. The Verkada technology allows our security staff to remotely access video surveillance from multiple devices such as cell phones or iPads. This allows them to patrol the building and provide surveillance for any point of entry or exit. There is unlimited cloud archiving and on camera storage.

Cost to purchase: \$194,119.95

Other Costs:

- **Service/Maintenance Agreement:** \$8,625 for 5 years
- **Consumables:** None known

Recommendation: Approve purchase of 165 Verkada cameras and software at a price not to exceed \$205,000.00.

QUOTE CONFIRMATION



DEAR MIKE BELL,

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

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

PURCHASER BILLING INFO		SUBTOTAL	\$194,119.95
Billing Address: HUMBOLDT GENERAL HOSPITAL ACCTS PAYABLE 118 E HASKELL ST WINNEMUCCA, NV 89445-3299 Phone: (775) 623-5222 Payment Terms: Net 30 Days-Healthcare		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$194,119.95
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		(866) 339-7082 timogeo@cdwg.com

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

Department: Emergency Medical Services (EMS)

Request: The EMS department is requesting to purchase 24 Blu-MED Ward Beds.

Justification: COVID19 has created an increased acute care capacity need. In order to meet the demands of an unpredictable surge of patients, EMS is ready to deploy its mobile hospital. The Blu-MED Ward beds are the 24 beds needed for the mobile hospital. The beds can be broken down and stored on wheeled carts.

The EMS has deployed the mobile hospital with the reliance on the Red Cross to provide the needed beds. In the event we experience a surge of surges of COVID19 patients, we want to have the ability to do so without depending on the Red Cross cots. These beds provide additional comfort and pressure ulcer prevention because they have a mattress which the cots do not.

- **Cost to purchase:** \$19, 209.00
- **Other Costs:**
- **Service/Maintenance Agreement:**
- **Consumables:**

Recommendation: Approve purchase of 24 Blu-MED Ward Beds at a price not to exceed \$19, 500.00.



The World's Leader in Deployable Medical Facilities™

July 6, 2020

This Quotation Was Prepared Exclusively For:

HGH EMS Rescue

Attn: Jordan Kohler

QUOTATION FOR BLU-MED PRODUCTS

<u>Qty</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total Price</u>
24	BLU-MED Ward Bed, including 2" Mattress Pad, IV Pole, and Patient Record Holder	\$636.00	\$15,264.00
3	Wheeled Cart for 8 Ward Beds	\$615.00	\$1,845.00
Total Price FOB Origin:			\$17,109.00
Shipping to Winnemucca, NV (zip 89445):			\$2,100.00
Total Price FOB Destination:			\$19,209.00

This Quote is in effect for 30 days

Ship Date: 30 Days After Receipt of Order

Prices and Payment: All prices are net and are quoted FOB place of manufacture, exclusive of any applicable taxes. Buyer is responsible for payment of any taxes. Shipping and handling charges are the responsibility of Buyer, regardless of whether Seller is arranging such shipping and handling. Prices are those currently in effect and are firm for (30) days from the date of this quotation unless otherwise noted. Payment terms are Net 30 Days. Prior quotations for any of these Goods are void.

Delivery: "Delivery" of the Goods will be FOB place of manufacture and occurs when the Goods are made available to Buyer at place of manufacture or otherwise, regardless of whether Seller is responsible for arranging shipment of the Goods from the place of manufacture to Buyer. If Delivery time is not specified above, then Delivery shall be subject to availability of the Goods on the date on which this Quotation is accepted by Buyer, and Seller shall provide Buyer with an estimated time to delivery upon acceptance of this Quotation by Buyer. Shipment of the Goods will be arranged by seller.

Terms and Warranty: Sale of the Goods shall be subject to the Terms and Conditions negotiated between Buyer and Seller and attached as Schedule 1 hereto, which Terms and Conditions are incorporated in and form a part of this Quotation. As used in the Terms and Conditions, "Purchase Agreement" means this Quotation. The Goods shall be covered by the Limited Warranty attached as Schedule 2 hereto, the terms of which are incorporated in and form a part of this Quotation. Any other page-numbered attachments to this Quotation are also incorporated in and form a part of this Quotation. This Quotation, the Terms and Conditions, the Limited Warranty, and any other page-numbered attachments to this Quotation are collectively referred to as the "Contract."

ANY TERMS PROPOSED IN BUYER'S ACCEPTANCE OF THIS QUOTATION WHICH ADD TO, VARY FROM, OR CONFLICT WITH THE TERMS HEREOF ARE HEREBY OBJECTED TO AND REJECTED, SHALL NOT CONSTITUTE ANY PART OF ANY CONTRACT RESULTING FROM THIS QUOTATION, AND SHALL HAVE NO FORCE OR EFFECT. THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS QUOTATION AND MAY BE MODIFIED ONLY BY WRITTEN INSTRUMENT EXECUTED BY THE AUTHORIZED REPRESENTATIVES OF BOTH PARTIES

This Quotation is Respectfully Submitted By:

Donald Diesel

DONALD DIESEL, PhD

President

Cell: 314-565-8248

ddiesel@blu-med.com

Alaska Structures Inc.
6991 E. Camelback Rd. STE D-216
Scottsdale, AZ 85251

Cage Code: 0GC93
Tax ID#: 92-0077074
DUNS #: 04-397-9665

Schedule 1 to Quotation --TERMS AND CONDITIONS

These Terms and Conditions form a part of the Quotation. Read them carefully.

1. **Definitions.** Unless otherwise indicated, capitalized terms used in these Terms and Conditions shall have the meanings set forth in the Quotation.

2. **Offer and Acceptance; Title and Risk of Loss; Cancellation; Price and Payment.**

a) Seller offers to sell the Goods to Buyer on the terms and conditions set forth herein. Seller shall be under no obligation to perform until Buyer accepts Seller's offer. Buyer shall be deemed to have accepted Seller's offer when Buyer does any of the following: (i) signs the Contract; (ii) pays any part of the purchase price; or (iii) accepts delivery of any of the Goods. Title to and risk of loss for the Goods passes to Buyer upon Delivery, regardless of whether Seller is supplying erection or installation services or any other services.

b) Buyer may cancel this Contract only by giving Seller a written notice less than ten (10) days after the Contract's effective date and including a payment to Seller of a cancellation fee in the amount of 50% of the Contract price. Buyer shall also reimburse Seller for all expenses, including without limitation reasonable overhead, Seller incurs in connection with its performance of the Contract through the date of Seller's receipt of Buyer's notice of cancellation and the cancellation fee. Such expense reimbursement is in addition to the cancellation fee and shall be paid within ten (10) days from the date on which Seller requests such reimbursement.

c) Unless otherwise provided in the Contract, Buyer shall pay the entire purchase Price on or before Delivery. Buyer shall pay for the Goods without deduction, setoff or counterclaim of any kind. In addition to any other remedies available to Seller by reason of Buyer's default, Seller may charge interest on any amounts owed by Buyer and not paid when due at the lesser of 1.5% per month or the highest rate that may be legally agreed to by Seller and Buyer. Seller may charge a \$25 fee if Buyer's check is returned for any reason. Seller's Delivery of the Goods without first receiving payment when due under this Contract shall not be a waiver of Buyer's default in payment, nor shall it be a waiver of any of Seller's rights and remedies on account of such default or otherwise.

3. **Seller's Limited Warranty; Buyer's Exclusive Remedies.**

a) The Goods are sold subject to Seller's Limited Warranty, attached as Schedule 2 to the Quotation.

b) Any claim by Buyer arising out of or relating to this Contract, the Goods, or Seller's performance, regardless of the theory under which such claim is brought, is waived unless Buyer gives notice of such claim to Seller not more than ten (10) days after the earlier of the date on which Delivery occurred or is supposed to have occurred under the Contract. Buyer must bring suit on any such claim within six months from the date on which notice of the claim was given, or it is barred.

c) Buyer's exclusive remedy in the event of any such claim shall be, at Seller's option, (i) replacement or other cure of any defective Goods or performance, or (ii) return of so much of the purchase price as has actually been paid by Buyer. Buyer must return the Goods, or defective portion of the Goods, to Seller F.O.B. origin. Without limiting the foregoing, Seller's maximum liability for any such Claim shall not exceed the amount actually received by Seller from Buyer as payment under this Contract.

4. **No Liability for Injury to Persons or Property.** Without limiting paragraph 3(c), **SELLER SHALL NOT BE LIABLE FOR, AND BUYER PROSPECTIVELY WAIVES AND RELEASES SELLER FROM, ANY CLAIM OR CAUSE OF ACTION, WHETHER BASED ON CONTRACT, NEGLIGENCE, OTHER TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY PERSONAL INJURY OR ILLNESS OR DEATH OR DAMAGE TO OR LOSS OF ANY REAL OR PERSONAL PROPERTY (collectively and severally, "Personal Injury Claim") THAT ARISES OUT OF OR RELATES TO THE GOODS OR BUYER'S USE OF THE GOODS.** If, notwithstanding the foregoing, Seller is held liable to Buyer by a court of competent jurisdiction on account of any Personal Injury Claim, Buyer's damages for all such Personal Injury Claims shall be limited to Buyer's actual damages and shall not exceed in the aggregate the amounts actually paid by Buyer to Seller under this Contract.

5. **No Punitive or Consequential Damages.** Without limiting paragraphs 3 or 4, in no event shall Seller be liable for any punitive damages or for any indirect, incidental, special or consequential damages, including without limitation lost earnings or profits or loss of income earning capacity, in any claim arising out of or relating to this Contract, the Goods, or Seller's performance, or in any Personal Injury Action, even if Seller has been advised of the possibility of such damages.

6. **Indemnity.** Buyer shall defend, indemnify and hold harmless Seller and its shareholders, officers, parent and subsidiary and related corporations, directors, employees, agents, subcontractors, insurers, successors and assigns from and against each and every demand, claim, cause of action, liability, damage, loss, cost and expense (including, but not limited to, reasonable attorney's fees and expenses) arising from or relating to (a) any breach of Buyer's obligations, representations, or warranties under the Contract; and (b) any act or omission of Buyer, its officers, contractors, subcontractors, licensees, agents, servants, employees, invitees or visitors in connection with the Contract; PROVIDED, however, that Buyer shall not be under any obligation to defend, indemnify or save Seller harmless against claims arising solely out of Seller's reckless misconduct. All of Buyer's obligations and liabilities under this paragraph shall survive completion or termination of the Contract and shall be separately enforceable by Seller.

7. **Security Interest.** Buyer hereby grants Seller a security interest in all of the Goods and in any products or proceeds thereof, wherever located and however commingled, to secure payment of any and all amounts due or to become due under the Contract. Buyer irrevocably authorizes Seller to file financing statements and amendments to perfect the security interest granted to Seller.

8. **Default; Remedies Upon Default.** Buyer shall be in default of the Contract if Buyer fails to pay any amount owed to Seller under this Contract, as and when such payment is due or if Buyer fails to perform, keep, or observe any other term, provision, condition or covenant contained in this Contract that is required to be performed, kept or observed by Buyer. In the event of Buyer's default, all sums owing under this Contract shall become immediately due and payable. Seller shall have all remedies available under the Contract, at law or in equity, and:

a) Seller shall be entitled to recover from Buyer the entire purchase price and all other damages incurred by Seller by reason of Buyer's default, together with all of Seller's actual attorney's fees, whether or not suit is filed, and all other costs of collection.

b) Seller shall be entitled to a prejudgment writ for delivery of the Goods in which Seller has a security interest and a prejudgment writ of attachment of additional property belonging to Buyer insofar as the value of the Goods in which Seller has a security interest is insufficient to pay the amounts owed to Seller. Buyer expressly waives (i) any and all rights to a hearing in any prejudgment claim and delivery or attachment proceeding; (ii) any requirements for the posting of any bond in any prejudgment claim and delivery or attachment proceedings; and (iii) any claims that could or might arise in favor of Buyer from any prejudgment seizure or attachment.

The remedies provided for in this paragraph 8 are cumulative and may be exercised concurrently or separately.

9. **Force Majeure and Commercial Impracticability.** No delay, failure or omission by Seller to carry out or to observe any of the terms, provisions or conditions of the Contract shall be deemed a breach if such delay, failure or omission is caused by or arises out of any act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, fire, and any other cause not within the reasonable control of Seller. In such case, the period for Seller's performance shall be automatically extended for the same time that Seller was delayed. In addition, if any part of Seller's performance shall become commercially impracticable, Seller shall be excused from further performance of the Contract or, at Seller's option, so much of it as is affected by such commercial impracticability. For purposes of the Contract, Seller's performance is commercially impracticable if it would require Seller to incur excessive or unreasonable expenses, whether or not such expenses are a result of a force majeure condition, and whether or not such expenses result from the occurrence or nonoccurrence of events or circumstances that could or should have been foreseen by Seller.

10. **No Waiver.** No waiver by Seller of any breach of any of the covenants or conditions herein contained to be performed by Buyer shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition. Any waiver by Seller of strict performance by Buyer of any of term of the Contract must be in writing and executed by Seller to be effective. Such waiver shall extend only to the particular performance or breach so waived and shall not limit Seller's rights with respect to any future performance or breach.

11. **Taxes.** All sales taxes and other taxes required to be collected by Seller from Buyer in connection with the sale of the Goods shall be paid by Buyer along with the purchase price at or before Delivery. All other taxes now or hereafter imposed by federal, state, local or foreign governments in respect to or measured by the Goods delivered hereunder or the manufacture, storage, sale, delivery, receipt, exchange or inspection thereof shall be the responsibility of the Buyer, who shall reimburse Seller upon receipt of invoice for any such taxes or fees legally required to be paid and paid by Seller in respect to the Goods delivered by it.

12. **Assignment.** Buyer may not assign the Contract in whole or in part, and the Contract may not be assigned by operation of law. Any attempted assignment shall be void ab initio.

13. **Governing Law; Venue; Waiver of Jury Trial and Statute of Limitations.** The Contract shall be construed and governed under the laws of the State of Alaska. In the event of a dispute under or as to the terms of the Contract, the parties agree that jurisdiction and venue shall lie exclusively in the courts at Anchorage, Alaska, except that Seller may simultaneously bring an action in another jurisdiction or venue for the purpose of seeking a prejudgment delivery or attachment of, or to foreclose a security interest in, property in such other jurisdiction. Buyer irrevocably waives (i) any applicable statute of limitations and (ii) all rights to a trial by jury in any action, proceeding, or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Contract, any transactions contemplated in this Contract, or any action of any party in the negotiation, administration, performance or enforcement thereof.

14. **Entire Agreement; Modification.** The Contract and any attachments hereto or referred to herein constitutes the entire understanding of the parties with respect to the subject matter herein and supercedes any prior oral or written representations or agreements concerning the same. Buyer warrants that it is not relying on any representations other than those contained in the Contract. No modification of the Contract shall be binding unless such modification is in writing and executed by both parties subsequent to the date hereof.



Schedule 2
LIMITED ONE-YEAR WARRANTY

Except as otherwise provided below, Alaska Structures, Inc. ("Seller") warrants to the original buyer ("Buyer") that all Products sold by Seller under this agreement shall be free from defects in material and workmanship under normal use and service for a period of one (1) year.

SELLER'S SOLE OBLIGATION, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, UNDER THIS WARRANTY SHALL BE THE REPAIR OR REPLACEMENT, AT SELLER'S OPTION, F.O.B. ORIGIN AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS WARRANTY, OF ANY PART OR PARTS WHICH ARE DETERMINED BY SELLER TO BE DEFECTIVE.

This warranty does not cover failures caused by improper installation, abuse, misuse, misapplication, improper or lack of maintenance, negligence, accident, normal deterioration including normal wear and tear, use of improper parts or improper repair. This warranty does not cover any Goods or part thereof that is worn out or altered, used for a purpose other than that which it was intended, or used in a manner inconsistent with any instructions regarding its use. This warranty does not cover any Goods or part thereof which has been repaired, modified or altered in such a way as to, in the Seller's sole judgment, have affected its usefulness or viability. This warranty does not include costs for removal, transportation, or re-installation of the Goods. This warranty does not cover damage caused by any acts of nature such as hail, fire, earthquakes, floods, ultraviolet light degradation, or other factors over which Seller has no control. No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation, or warranty concerning the Goods except as stated in this warranty.

Seller's obligation under this warranty is limited to repairing or replacing at the place of origin any part or parts which shall within the warranty period be returned to the Seller, with transportation charges prepaid and which the Seller's examination shall disclose to its sole satisfaction to have been defective. Anything in Buyer's purchase order or confirmation to the contrary notwithstanding, SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, FOR ANY BREACH OF WARRANTY, AND THE BUYER ASSUMES ALL RISK AND LIABILITY WHATSOEVER RESULTING FROM THE USE OF THE GOODS, WHETHER USED SINGULARLY OR IN COMBINATION WITH OTHER EQUIPMENT. Seller neither assumes, nor authorized nor authorizes any person to assume for it, any other liability in connection with the sale or use of the Goods, and there are no oral agreements or warranties collateral or pertaining to the Goods.

EXCEPT AS HEREIN ABOVE SET FORTH, SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, AND THE WARRANTY HEREIN ABOVE SET FORTH IS EXPRESSLY IN LIEU OF ANY WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER. WITHOUT LIMITING THE FOREGOING, SELLER DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

Any claim under the above specified warranty shall be forwarded to the Seller in writing, specifying the defect claimed, the length of service of the Goods involved, and, if known, the purchase order or contract number under which the Goods was procured. The Buyer agrees to permit the Seller to conduct an investigation of the claimed defect at the Buyer's facility if considered necessary by Seller. NO GOODS MAY BE RETURNED WITHOUT ALASKA STRUCTURES, INC.'S PRIOR WRITTEN PERMISSION.

Department: Emergency Medical Services (EMS)

Item Description: GermAwayUV Ultraviolet Ambulance Disinfection System and Surface Sterilizer

Justification: COVID19 has created an increase of disinfecting procedures for EMS ambulances and stations. The contaminants found in ambulances can be very harmful to not only the staff but also to future patients and passengers. The contaminants can also be transferred to the EMS station. The sanitizing effects of the UV lights have been seen with the coronaviruses, including the one that causes severe acute respiratory syndrome (SARS).

- **Purpose:** To increase effectiveness of decontamination procedures for EMS ambulances and station.
- **Rationale:** The health risk to future occupants is why all ambulances and stations have regular and thorough cleaning of the all surfaces. With COVID 19, the rapid proliferation of antibiotic resistant viruses and bacteria, putting an ultraviolet layer of cleaning is a very worthwhile endeavor. The Ultraviolet Ambulance Disinfection System mounts into the ambulance and can easily be utilized after patient transport. The Surface Sterilizer is a mobile unit that can be utilized throughout the EMS station.
- **Cost to purchase:** \$3,689.93
- **Other Costs:** Installation will be conducted in house.
- **Service/Maintenance Agreement:** N/A
- **Consumables:** N/A

Request: The EMS department is requesting to purchase the 6 GermAwayUV Ultraviolet Disinfections System and 1 Surface Sterilizer.

Purpose: To increase effectiveness of decontamination procedures for EMS ambulances and station.

Recommendation: Purchase the GermAwayUV Ultraviolet Ambulance Disinfection System and Surface Sterilizer.



SPDI dba CureUV.com
2855 S Congress Ave Suite C
Delray Beach, FL 33445
1(561) 243-8442
www.CureUV.com - sales@cureuv.com

ORDER DATE : 2020-07-08

SHIPPING DETAILS

Humboldt General Hospital EMS Rescue
Mike Sharpe
118 East Haskell Street
Winnemucca
Nevada NV 89445
United States
775-623-5222 x 1362



BILLING DETAILS

Humboldt General Hospital EMS Rescue
Mike Sharpe
118 East Haskell Street
Winnemucca
Nevada NV 89445
United States
775-623-5222 x 1362

CUSTOMER DETAILS

Mike Sharpe
sharpem@hghospital.org

Invoice #D9837

TITLE	SKU	QTTY	TAX	UNIT PRICE	PRICE
 GermAwayUV Ultraviolet Ambulance Disinfection System	201014	6	0%	\$ 549.99	\$ 3,299.94
 Deluxe GermAwayUV 95 Watt UV-C Surface Sterilizer with Cage	202117	1	0%	\$ 389.99	\$ 389.99

SHIPPING CARRIER : Free Shipping!

ORDER NOTE :

SUB TOTAL : \$ 3,689.93
SHIPPING : \$ 0.00
TAX (0%) : \$ 0.00
TOTAL : \$ 3,689.93

Department: Dietary

Request: The Dietary department is requesting to purchase 1 Direct Supply Aluminum Cart.

Justification: The COVID19 pandemic has led to the hospital identifying specific locations such as COVID corner to keep COVID patients separate from the rest of the acute care population. Dietary is requesting to purchase a food cart specifically for COVID Corner or any other designated areas to care for COVID patients. The cart will be cleaned after each time it is retrieved from the area. No other carts will be used for this purpose.

- **Cost to purchase:** \$1,006.00
- **Other Costs:**
- **Service/Maintenance Agreement:** N/A
- **Consumables:**

Recommendation: Approve the purchase of 1 Direct Supply Aluminum Cart at a price not to exceed \$1,100.00.

Dietary



Direct Supply Aluminum Tray Delivery Cart, Holds 14 Trays

Qty Each

Add to Cart

Save to List

\$1,006.00 ~~\$1,024.00~~

★★★★★ Write a review

Questions about this product?
Contact your Account Manager

Usually ships in 2 days.
On backorder until 7/10/2020



- Description
- Customers Also Liked
- Specifications
- Resources
- Related Products
- Ratings & Reviews

Customers Also Viewed

<




>

Economy Aluminum Tray Delivery Cart, Holds...

#78128

Direct Supply Aluminum Tray Delivery Cart,...

#G0628

Economy Aluminum Tray Delivery Cart, Holds...

#78133

Direct Supply Aluminum Tray Delivery Cart,...

#G0629

Description

Product #	G0630
Brand / Manufacturer	Direct Supply
Manufacturer Model #	AMTC-14

Features & Benefits:

- Heavy-duty meals on wheels
- Fully welded aluminum construction
- Aluminum enclosed cabinet with wide tray slides to accommodate 14" x 18" and 15" x 20" trays

- 270-degree door swing
- 5" polyurethane swivel casters
- 2-year parts and labor warranty
- NSF certified

Customers Also Purchased



3 Ply Disposable Face Masks with Earloops
#8VB21



Direct Choice™ Overbed Table
#3V233



Direct Supply Infrared Non-Contact Forehead Thermometer
#8TM61



Disposable KN95 Protective Mask
#8VK51

Specifications

Tray Size	15" x 20"	Tray Capacity	14
Tray Size	14" x 18"	Bumpers	Yes
Height	51" H	Warranty	1-year
Width	24" W	Certifications & Listings	NSF
Depth	30" D	Material	Aluminum
Insulated	No	CA Prop 65 Warning	WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

Resources

- [Manual](#) [Specification Sheet](#)

Related Products

< 1 of 2 >

Product Name

Direct Supply Aluminum Tray Delivery Cart, Holds 24 Trays	G0634	Eac h	\$1,505.00
Direct Supply Aluminum Tray Delivery Cart, Holds 20 Trays	G0633	Eac h	\$1,441.00
Direct Supply Aluminum Tray Delivery Cart, Holds 16 Trays	G0631	Eac h	\$1,067.00

Direct Supply **\$1,220.00**

Aluminum Tray
Delivery Cart, Holds 18 Trays

Eac
G0632 h

Direct Supply **\$887.99**

Aluminum Tray
Delivery Cart, Holds 10 Trays

Eac
G0628 h

Direct Supply **\$949.99**

Aluminum Tray
Delivery Cart, Holds 12 Trays

Eac
G0629 h

Reviews

★★★★★

[Be the first to review this product](#)

O. KENT MAHER
ATTORNEY AT LAW
33 WEST FOURTH STREET
P.O. BOX 130
WINNEMUCCA, NEVADA 89446

TEL: (775) 623 5277 FAX: (775) 623 2468
EMAIL: KENT@WINNEMUCALAW.COM

MEMORANDUM

TO: Board Chair

FROM: Hospital District Legal Counsel *OKM*

DATE: July 22, 2020

RE: Powers / employment agreement

Attached are two (2) original documents titled *Agreement for Hospital Chief Executive Officer Employment* by and between the Hospital District and Tim L. Powers, CPA. This final version of the agreement is substantially similar to the draft version you and the prospective employee reviewed, and is consistent with the letter of intent authorized by the Hospital District Board of Trustees and signed by the prospective employee (the final version of the agreement will be presented to the Board for formal approval-ratification of the terms). There were minor text revisions for clarity, but no substantive revisions. Please review the document carefully for content and accuracy. If revisions are believed necessary, please contact me to discuss.

Assuming the agreement is acceptable as prepared, please obtain the signature of the employee on both original documents and sign both in your capacity as the Board of Trustees Chair (insert the date you sign in the introductory paragraph at the top of the first page). Upon full execution, one original document should be retained by the District (deliver it to the administration office) for its records and the other delivered to the employee.

If you have questions concerning this matter, please contact me. Thank you.

OKM/lp
Attachments

AGREEMENT
FOR HOSPITAL CHIEF EXECUTIVE OFFICER EMPLOYMENT

THIS AGREEMENT, made and entered into effective August 16, 2020 (the "Effective Date") on the _____ day of _____, 2020 by and between:

EMPLOYER: HUMBOLDT COUNTY HOSPITAL DISTRICT
c/o Humboldt General Hospital
118 East Haskell Street
Winnemucca, Nevada 89445

EMPLOYEE: TIM L. POWERS, CPA
268 E. Grove Creek Lane
Eagle, Idaho 83616

RECITALS:

A. Humboldt County Hospital District ("District" or "Employer") owns and operates: Humboldt General Hospital ("Hospital"), an acute care medical facility with critical access designation; Harmony Manor, an extended care medical facility; Quail Corner, a memory care medical facility; the Hospital Clinic, medical clinics offering the professional services of health care providers; and HGH EMS, an emergency medical services operation providing ambulance and advanced life support services (collectively herein referred to as the "District Facilities"), in Winnemucca, Humboldt County, Nevada, and has need for an administrator-chief executive officer ("CEO") in the operation of such facilities.

B. Tim L. Powers ("Employee") has the required qualifications for the performance of the CEO services required by Employer and desires to perform such services for Employer.

C. Employer has determined to hire Employee for the performance of the CEO services for Employer.

WITNESSETH: For and in consideration of the recitals, representations, warranties and covenants herein it is agreed:

1. TERM. This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years thereafter unless sooner terminated as provided in this Agreement. Each twelve (12) month period of this Agreement between the Effective Date and the anniversary date of the Effective Date is defined and may be referred to as an "Agreement year."

2. SERVICES.

a. Scope. Employee shall provide CEO services to the Employer described as: (i) serving as the full-time CEO of the District and for the District Facilities, and advising Employer concerning any and all matters related to the District or the District Facilities; (ii) performing all duties on behalf of the District and its Board of Trustees (the "Board") that may be reasonably required of a chief executive officer in the bylaws and policy statements of the District, as adopted, implemented and revised from time to time, and that are typically performed by individuals serving in the capacity of a chief executive officer of a hospital district, hospital, medical clinic or for a hospital district board of trustees; and, (iii) performing any special duties reasonably assigned or delegated to Employee by the Board.

b. Limitation. The scope of services provided by the Employee to the Employer does not include any service or matter that is outside the area of expertise of Employee or that is not typically performed by persons serving in the capacity of a chief executive officer of a hospital district, a hospital, a medical clinic or for a hospital board of trustees. Employee is not responsible for the performance of work by third parties employed or contracted by Employer.

c. Additional Services. Employee may, with prior approval of the Employer, retain other persons or entities to assist Employee in performing services pursuant to this Agreement. Such other persons and entities may include, but are not limited to, architects, engineers, accountants, attorneys, advisors, consultants and other professional services providers with specialized skills, training, experience or education.

d. Outside Services. Employee shall not serve as an officer, director or trustee of any other organization or entity providing medical and/or health care services if such organization or entity directly or indirectly competes to provide the services provided by District; provided, however, Employee may, with prior approval of the Board, serve in such capacity.

3. EMPLOYER RESPONSIBILITIES. The Employer shall: (i) pay the compensation, including salary, benefits, fees and allowances, due Employee for the performance of services pursuant to this Agreement; and, (ii) pay for costs and expenses authorized by this Agreement and by the Employer which are incurred by Employee in the performance of chief executive officer services and functions pursuant to this Agreement.

4. COMPENSATION. Employee shall be paid a base salary of Three Hundred Five Thousand Dollars (\$305,000) per annum. The base salary may be adjusted as Employer and Employee agree from time to time. The base salary shall be paid biweekly in equal installments on the District's regular salary and wage payment schedule. With prior approval of the Board, the Employee is eligible to receive the same cost of living increase and/or merit increase, whether as a fixed amount or as a percentage of salary, at the same time and in the same manner as granted to other employees of Employer, and when such sum is added to the base salary, the base salary sum plus the added sum shall then be the base salary.

5. BENEFITS / FEES / ALLOWANCES / EXPENSES.

a. Benefits. Employer shall provide Employee with the following benefits:

(i) Paid Time Off. A total of thirty (30) days (240 hours) paid time off ("PTO") per Agreement year, which is an all purpose time off policy for vacation, sick leave, injury leave, holidays and personal business. The accrual rate for PTO is .115385 hours per paid hour calculated each biweekly pay period (e.g., 80 paid hours every biweekly pay period times .115385 equals 9.2308 accumulated hours, and 9.2308 accumulated hours per pay period times 26 pay periods per year equals 240 hours per year). When the PTO accrual reaches 240 hours in any Agreement year, the accrual of PTO ceases and there is no accrual until the then accrued PTO is used or reimbursement is made to reduce the accrued PTO to less than 240 hours. Payment of PTO shall be based upon an hourly prorating of Employee's base salary compensation salary then in effect. If Employee does not use all or any portion of the PTO in any Agreement year, the unused portion shall roll over and be available for use in a subsequent Agreement year; provided, however, the maximum amount of PTO that can be accrued and/or rolled over is 240 hours. Upon request by Employee, but not more frequently than four times (4X) per Agreement year, Employee is entitled to receive compensation in lieu of time off for accrued PTO. With the

exception of an unexpected illness, injury or emergency, Employee shall obtain the advance approval for PTO from the Board Chair. Employee is entitled to receive compensation for accrued PTO benefits at the end of the term.

(ii) Healthcare. Medical, dental, vision, and prescription drug coverage consistent with the health and welfare benefit plan provided other employees of the District. Healthcare coverage for Employee's spouse and eligible dependents shall be made available, at Employee expense.

(iii) Insurance-Disability. Life insurance coverage, consistent with the life insurance coverage plan provided employees of the District, shall be provided, at District expense, for Employee (subject to eligibility). Disability insurance coverage shall be made available to Employee, at Employee expense.

(iv) Retirement. The Employer share of the contribution for the State of Nevada Public Employees Retirement System ("PERS") plan selected by the Employee in accordance with PERS rules and regulations then in effect. There may be an adjustment to the base salary, using a PERS adjustment factor, depending on the PERS retirement plan selected by Employee.

b. Professional Development-Continuing Education Allowance. Employer shall pay without prior approval up to the sum of Three Thousand Five Hundred Dollars (\$3,500) per Agreement year for registration, dues, participation in and certification for professional development programs, FACHE, healthcare executive related conferences and/or continuing education opportunities, and such sum does not include the costs for the associated travel and per diem. The time associated with professional development programs and continuing education is compensated service time and shall not be considered PTO. Professional development programs and continuing education fees exceeding \$3,500 per Agreement year will be paid upon approval of the Board Chair.

c. Vehicle Use-Allowance. A District provided vehicle will be available for Employee use for District business related travel and meeting attendance. If a District vehicle is not available or if Employee elects to use a personal vehicle, District shall reimburse Employee at the State of Nevada mileage reimbursement rate then in effect.

d. Housing Allowance. Employer shall pay Employee a housing allowance in the sum of up to Two Thousand Dollars (\$2,000) per month for a period of up to six (6) months beginning on the Effective Date. In the alternative, Employer may provide housing at an Employer owned residence or Employer contracted rental unit.

e. Expenses Allowance. Employer shall reimburse Employee for reasonable and customary costs and expenses incurred for commercial carrier travel, airline travel, vehicle rental, parking, lodging, meals, telephone, Internet and other communication services incurred by Employee for providing services to or on behalf of District and associated with professional development programs, continuing education and attending to professional duties in the health care field upon Employee providing an invoice or receipt outlining in general terms all costs and expenses for which reimbursement is sought. The costs and expenses allowed by this section do not include reimbursement for routine travel to and from Employee's home to place of employment, personal expenses of Employee or any expenses of Employee's family members. Employer shall not be responsible for any other business or travel expenses of Employee unless agreed to in writing prior to incurring such expenses.

f. **Employment Incentive Allowance.** Employer shall, upon commencement of the term, pay a one-time payment of Fifteen Thousand Dollars (\$15,000) as an incentive to enter into employment with District.

g. **Employment Retention Allowance.** Upon successful completion of one full year of employment, District shall pay a one-time payment of Fifteen Thousand Dollars (\$15,000) as an incentive for Employee to remain employed in a rural community. If Employee's employment terminates prior to completion of one full year of employment, there is no employment retention payment.

h. **Payment Requests.** When payment authorized by this section must be requested by Employee (e.g., expenses reimbursement, CE reimbursement or PTO payment) the Employee must make a timely (not more than 45 days after the expense was incurred or benefit earned) request for such payment and District will process the payment request and make payment at the end of the first full pay cycle following approval of the request.

6. **INSURANCE.** Employee is insured through coverage maintained by Employer for Directors and Officers and Employment Practices Liability insurance and such insurance shall be provided for Employee during the term of this Agreement.

7. **PROFESSIONAL MEETINGS.** Employee is permitted to be absent from Employee's usual place of employment to attend professional meetings and to attend to such outside professional duties in the health care field as agreed to by Employee and the Board Chair. Attendance at such approved meetings and accomplishment of approved professional duties shall be compensated service time and shall not be considered PTO.

8. **HOURS-TIME.** Employee is an "exempt" employee as that term is defined by the Fair Labor Standards Act and as such is not entitled to overtime compensation; however, Employee is expected to typically work at least forty (40) hours per calendar week consisting of five (5) consecutive days of eight (8) hours shifts on Monday through Friday followed by two (2) consecutive days off and is expected at times as needed to work more than forty (40) hours per calendar week.

9. **TAXES-WITHHOLDING.** Employer will withhold, if applicable, federal, state and local taxes, FICA taxes, workers' compensation and unemployment contributions, PERS contributions and other fees and taxes from Employee's base salary and benefits compensation paid under section 5 of this Agreement as required by federal and state laws relating to employees and as requested by Employee. Taxes and contributions payments which are due and payable but not withheld by Employer from the payment of the allowances provided by this Agreement are the responsibility and obligation of the Employee.

10. **PERSONNEL POLICIES.** As a management level employee, Employee shall be subject to policies and rules of the Employer's personnel manual, including attendance at Hospital orientation, mandatory in-services and passing employee health screening exams. Employee shall be subject to the applicable provisions and terms that apply to management personnel in the personnel manual. Employee shall perform all management functions required under the terms of this Agreement in a manner consistent with other employees' rights under the personnel manual. Employee shall report directly to the Board.

11. **PERFORMANCE REVIEW.** The Employee's performance under this Agreement and

as the chief executive officer for Employer shall be subject to review not less frequently than annually for the purpose of evaluating Employee's performance and measuring the progress of meeting Board goals and objectives established for Employee. The Board shall endeavor to conduct such performance review not less than thirty (30) days prior to the anniversary date of this Agreement each Agreement year; provided, however, the Board may conduct such review at any time and as often or as infrequently as the Board deems necessary.

12. CONFIDENTIALITY. Employee shall not at any time during or after employment with Employer communicate in any way to any person or entity, any proprietary business or trade secrets of Employer, any business and financial data of Employer, any patient care information or patient lists, or any confidences of Employer, unless such disclosure is pursuant to Employee's duties pursuant to this Agreement or the information is reasonably available to the general public as a public record or from third party sources that Employee knows are not under any obligation to refrain from divulging such information. Employee shall follow appropriate procedures to ensure that patient confidentiality rights are not abridged in accordance with applicable state and federal confidentiality laws and regulations. Employee shall, from time to time and as often as requested by Employer, execute an addendum to this Agreement governing Employee's use and disclosure of Protected Health Information in accordance with the requirements of the Health Insurance Portability and Accounting Act of 1996 ("HIPAA") and the implementing regulations of HIPAA, as amended.

13. INFORMATION TO EMPLOYER. Employee shall use reasonable efforts to assure that Employer is informed at all times as to the status of matters that Employee is providing services for and the courses of action or recommendations of Employee. Employee shall make reasonably available to Employer all written materials sent or received by Employee pertaining to matters involving Employer and copies of such materials will be provided to Employer upon request.

14. NON-DISCRIMINATION. Employee shall uphold and abide by all laws pertaining to equal access and employment opportunities. The laws include, but are not limited to, Title VI and VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Age Discrimination in Employment Act of 1975, the Equal Pay Act of 1963, Sections 501 & 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991 and the Americans with Disabilities Act of 1990, as amended.

Employee shall not discriminate against any patient, District employee, District contractor or any other individual the Employee comes into contact with by reason of the duties performed pursuant to this Agreement because of race, color, ethnicity, ancestry, creed, national origin, religion, age, sex, sexual orientation, gender identity or expression, marital status, familial status, veteran's status, political affiliation or disability (including AIDS and related conditions).

15. RETENTION OF FILES. All the Employee's work product generated in the performance of this Agreement is owned by Employer. Employer agrees to retain and maintain all significant components of the files of Employee relative to Employee's services for the Employer pursuant to this Agreement for a period of six (6) years following the termination of this Agreement, and during such time, Employer agrees to afford Employee reasonable access to such files.

/////////
/////////

16. TERMINATION. This Agreement and the employment of Employee may be terminated:

a. Mutual Agreement. By mutual written agreement of Employer and Employee upon the terms and conditions set forth therein.

b. Employee Decision. By Employee, for any reason, including, but not limited to, illness, injury and family medical reasons, by written notice to the Board Chair forty-five (45) days or more in advance of the termination date.

c. With Cause. By a majority vote of the entire Board, with cause by reason of: (i) conviction of Employee of a felony criminal offense related to substance abuse or to the operation of the District Facilities, including embezzlement from the Employer; (ii) conviction of Employee of a felony or gross misdemeanor criminal offense involving moral turpitude; (iii) Employee's intentional or gross negligence violation of a written policy of Employer; (iv) Employee's gross or willful mismanagement of the District Facilities; or, (v) death of the Employee, effective on the date specified by the Board.

d. Without Cause. By a majority vote of the entire Board, without cause, such termination to become effective upon written notice to the Employee at such time as is specified in the notice.

e. District Breach. By Employee, in the event the District breaches a material term of this Agreement (including but not limited to the payment of compensation pursuant to this Agreement), or District violates any law or regulation and Employee reasonably determines that the District violation has a reasonable probability of exposing Employee to liability or adverse consequences as a result of such violation, by written notice delivered to the Board Chair.

f. Change in Duties. By Employee, in the event the duties of the Employee are materially changed such that the Employee is no longer acting in the capacity of the chief executive officer of the District or District Facilities, within ninety (90) days of such event, by written notice delivered to the Board Chair.

g. Hospital Closure. By Employee, in the event the District Facilities are merged, sold or closed, by written notice to the Board Chair prior to the completion of the merger, sale or closure.

At the effective date of termination, all rights, duties and obligations of Employer and Employee under this Agreement shall terminate except: (i) Employer shall compensate Employee for services rendered for which compensation is due but has not been received; and, (ii) the confidentiality agreement (section 12), the records access and retention of files (section 15), the non competition covenant (section 18), and the release (section 19) provisions shall continue to bind the parties.

If termination occurs: (i) prior to the expiration six (6) months after the Effective Date; or, (ii) pursuant to subsections a., b., or c. of this section 16, there shall be no payment of a severance allowance to Employee. If termination occurs pursuant to subsections d., e., f., or g. of this section 16, there shall be payment of a severance allowance to Employee in the sum One Hundred Fifty-Two Thousand Two Hundred Fifty Dollars (\$152,250). The severance payment allowance does not include payment of the benefits, fees, allowances or expenses of section 5

of this Agreement except payment of the Employer share of the PERS contribution.

17. COVENANT NOT TO COMPETE DURING EMPLOYMENT. During Employee's employment by Employer, Employee shall not, directly or indirectly, either personally or as an employee, associate, partner, manager, independent contractor, consultant, agent or otherwise, engage in any business or activity in which Employer is engaged that directly or indirectly competes with the business of Employer.

18. COVENANT NOT TO COMPETE AFTER EMPLOYMENT. Employee, for and in consideration of the compensation and benefits herein, agrees that for a period of one (1) year from and after the termination of this Agreement, Employee shall not, within seventy-five (75) miles of the city limits of Winnemucca, Humboldt County, Nevada (the same being the normal service area of the District), as an employee, associate, partner, manager, trustee, independent contractor, consultant, principal, agent of or through the agency of any corporation, company, limited liability company, partnership, association, entity, business, agent, agency or person: (i) engage in chief executive officer services for a health care or health care related provider, hospital, hospital district, organization, corporation, company, limited liability company, partnership, association, entity, business, agent, agency or person that performs and/or offers the same type of business and services that Employer performs and/or offers, or (ii) solicit or accept employment to perform chief executive officer services with or from any health care or health care related provider, medical clinic, hospital, hospital district, organization, corporation, company, limited liability company, partnership, association, entity, business, agent, agency or person, or (iii) solicit, divert, accept business from or otherwise take away or interfere with any client, customer, patient, employee or account of Employer, or (iv) perform the same type of services that Employee performed for Employer. In the event the provisions of this section should be determined by a court of competent jurisdiction to exceed the time or geographical limitations permitted by the applicable law, then such provisions shall be reformed to the maximum time or geographical limitations permitted by applicable law.

19. RELEASE. Upon any Employee termination, the Employee shall be deemed to have voluntarily released and discharged the District, the Board, the Hospital and their officers, directors, employees, agents and successors and assigns, individually and collectively, and in their official capacity from any and all liability arising out of Employee's employment or the cessation of such employment.

20. GENERAL PROVISIONS. The general provisions attached hereto as **Exhibit "A"** are made a part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed effective as of the beginning of the term.

EMPLOYER:

EMPLOYEE:

JoAnn Casalez, Board of Trustees Chair

Tim L. Powers, CPA

EXHIBIT "A"
TO
EMPLOYMENT AGREEMENT
GENERAL PROVISIONS

A. AMENDMENT. This Agreement may be modified or amended only in writing by an instrument executed with the same formality as this Agreement.

B. APPLICABLE LAW. This Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Nevada in effect from time to time.

C. ASSIGNMENT. This Agreement relates to the performance of services by Employee and shall not be transferred or assigned by Employee without the prior written consent and agreement of District. Any unauthorized transfer of this Agreement shall be void. The District may assign this Agreement to a successor organization or successor entity of District.

D. BINDING EFFECT. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

E. CAPTIONS. The captions or titles used in this Agreement shall have no effect on its interpretation and are for convenience and reference only and in no way define limits or describe the scope of this Agreement or the scope or content of any Agreement provision.

F. COMPLIANCE WITH LAW-DISTRICT POLICIES. In the performance of services pursuant to this Agreement, there shall be compliance by District and Employee with all applicable laws, regulations and rules, and Employee shall comply with applicable District, Hospital and Clinic policies, as enacted and amended from time to time, including policies relative to illegal harassment, and drug and alcohol free workplace.

G. CONSTRUCTION. Whenever the context of this Agreement requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural. The language of all parts of this Agreement shall in all circumstances be construed as a whole, according to its fair meaning, and not strictly for or against any party. The doctrine or rule of construction against the drafting party shall not apply, nor shall any such presumption apply, to the interpretation and/or enforcement of this Agreement or any documents attached to this Agreement.

H. COUNTERPARTS. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

I. DEFINITIONS/TERMS. The capitalized terms used in this Agreement with reference to HIPAA or any other federal or state law or regulation shall have the meaning ascribed to such term in the law or regulation.

J. DISPUTE RESOLUTION. Any controversy, claim or dispute relating to this Agreement or a breach thereof shall be the subject of informal discussions between Employee and the Board Chair. If no agreement can be reached between Employee and the Board Chair, the decision of the Board Chair may be referred to a committee (less than a quorum) of the District's Board of Trustees for review and decision. If the Employee is dissatisfied with the decision of the committee, then upon the written request of the Employee submitted to the Board Chair on or before the expiration of five (5) working days after the committee decision is rendered, the matter will be submitted to the District's Board of Trustees for resolution. The decision of the District's Board of Trustees is final. If there is failure to reach resolution upon exhaustion of the procedures of this section, the parties may then exercise any remedy authorized by this Agreement or by law.

K. ELECTRONIC COMMUNICATION. Employee consents to and allows District to initiate electronic communication (whether by email, facsimile, text message, or other mode) to Employee and to respond to electronic communications from Employee via electronic communication. The consent extends to initiation of electronic communication with, and the electronic response to communication from, such others as District deems necessary or appropriate in the performance of services hereunder, and will also include attachment of electronic copies of documents to any electronic communication. Employee acknowledges and assumes the risk that electronic communication may be randomly intercepted and disclosed by an otherwise disinterested person, and could be intercepted by an individual or other party interested in the subject of the electronic communication.

L. EXHIBITS. All exhibits attached and referred to in this Agreement are fully incorporated herein by reference.

M. FEES AND COSTS. Each party shall pay their respective costs of dispute resolution under section J above. In the event that either party institutes a suit against the other party, either directly by complaint or by way of cross complaint, including a cross complaint for indemnity, for alleged negligence, error, omission or other failure to perform, or for declaratory relief, or to enforce or interpret the provisions of this Agreement, and if instituting party fails to obtain a judgment in its favor, the lawsuit is dismissed, or if judgment is rendered for the defending party, the instituting party shall pay the costs incurred by the defending party, including fees incurred for notices of default, negotiation, settlement, trial, appeal after trial, reasonable attorney's fees, expert witness fees, court costs and any and all other expenses of defense. If the instituting party is the prevailing party, then the instituting party shall be entitled to reasonable attorney's fees, which fees shall be set by the court in the action in addition to any other costs assessed by the court. Payment shall be made immediately following dismissal of the case or upon entry of judgment.

N. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties and there are no terms, promises, conditions, inducements, representations or warranties, express or implied, other than as herein set forth. This Agreement and the other instruments attached hereto or herein referred to supersede any prior discussions, contracts or agreements of the parties pertaining to the subject of this Agreement.

O. NO THIRD-PARTY BENEFICIARIES. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person not a party to this Agreement any third-party beneficiary rights, interests or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation or agreement contained herein.

P. NOTICES. Any notice, request or demand or other communication pursuant to this Agreement shall be in writing and shall be considered given (i) upon personal service to the party to be served, or (ii) upon acknowledgment of receipt of a facsimile or other electronic transmission or communication and, if there is no acknowledgment of receipt, then one business day after the date of transmittal of the facsimile or other electronic communication and no failed delivery notification is received by the sender, or (iii) upon the sooner of first attempted delivery or receipt for Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries, or (iv) on the third business day after deposit in the United States mail, certified and postage prepaid, return receipt requested, in a regularly maintained receptacle for the deposit of United States mail to the party to be served at their address given herein, or at such other address or attention as from time to time may be specified by either party by notice to the other party in the manner herein provided.

Q. RECITALS. The recital and introductory paragraphs of this Agreement are considered an integral part of this Agreement and form a basis for entering into this Agreement and shall be considered *prima facie* evidence of the facts, events, documents and information referred to therein.

R. RECONSIDERATION. If either party to this Agreement reasonably determines that a provision of this Agreement is unworkable or, if either party identifies a method of improving the working relationship between the parties, this Agreement may be reconsidered for amendment. If there is failure of the parties

to reach agreement on the proposed amendment, then this Agreement shall continue in force and effect without change.

S. REMEDIES. All rights and remedies provided for in this Agreement are cumulative and in addition to, and not in lieu of, any other remedies available at law, in equity, or otherwise.

T. REVIEW OF AGREEMENT. The parties represent that they have read this Agreement, that the terms and provisions of this Agreement have been explained to them and that they are fully aware of the contents and binding legal effect of this Agreement and that they are entering into this Agreement freely and voluntarily.

U. SEVERABILITY. The enforceability, voidability, invalidity or illegality of any provisions of this Agreement shall not render any other provisions unenforceable, void, invalid or illegal.

V. TIME. Time is of the essence of this Agreement and each of its provisions.

W. VENUE. In the event litigation is used to enforce or interpret the provisions of this Agreement such litigation is to be brought in the jurisdiction of the state of Nevada District Court in Humboldt County, Nevada and, notwithstanding that Employee may not reside in Humboldt County, Nevada, Employee waives the right to bring, try or remove such litigation to any other state, county or judicial district or court system, unless the District consents to or brings such litigation in another jurisdiction. Nothing in this Agreement shall be construed to limit the right of a court of competent jurisdiction to change the venue.

X. WAIVERS. All waivers under this Agreement must be in writing and signed by the party against whom the waiver is sought to be enforced. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.