

PROJECT LIST
UPDATED 09-21-18

PROJECTS	ESTIMATE	Definitive Cost	Estimate (Adventist)	TRMC approved	Board Approved	Not Completed	Completed
Temporary Chiller Replacement. OSHPD	\$296,558				X	X	
Chiller rental-Monthly	\$10,500				X	X	
Permanent Chiller		\$413,600					
NESM-Engineer services-Drawings	\$82,000				X	X	
Penthouse Boiler Sole OSHPD	\$60,000				X	X	
Penthouse Chill Water Pumps (2) OSHPD	\$40,000				X	X	
Vaccum Pump OSHPD	\$70,000				X	X	
Medical Air Pump	\$85,000				X	X	
Sprinkler Deficiencies Repairs	\$17,393				X		X
Sprinkler Replacements	\$2,563			X			X
Fire Door-Inspection	\$1,950				X		X
Fire Door-Repairs Phase I (Will be dependent upon inspection)	\$20,000					X	
Fire Doors-Repairs Phase II	\$28,610				X	X	
OB /2nd Floor Carpet Removal/Floor Tile-Abatement (With Air Quality Testing)	\$24,152				X		X
OR Tiles-Abatement (With Air Quality Testing)	\$4,342				X		X
MS 2 Med room-Abatement (With Air Quality Testing)	\$2,609				X		X
2nd Floor (OB) Hallway/2nd floor Hallway-Flooring	\$28,995				X		X

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ED Restrooms- Abatement (With Air Quality Testing)	\$2,722						X
ED restrooms-Flooring	\$3,316						X
ER Registration- Flooring	\$3,662						X
ER security area- Abatement (With Air Quality Testing)	\$1,630						X
ER Security area- Flooring	\$800						X
MS2-Med Room- Flooring	\$1,286						X
ED 1-Abatement (With Air Quality Testing)	\$12,457						X
ED 1- Flooring	\$22,140						X
Allied Building Lab- Removal and Flooring	\$8,124						X
Recovery Room-Cove Base replacement	\$463						X
Flooring repairs on (MS1, MS2, and OB)	\$10,092						X
Kitchen-Tile repairs	\$5,000						X
OR-Tile repairs	\$7,425						X
Repairs-Elevators	\$25,143					X	X
ADA Upgrades- Elevators	\$6,664					X	X
State Starters-Elevators	\$24,170					X	X
4 Hr Load Bank Testing- Generator	\$8,324					X	X
MS2 Nurse Call Software Upgrade Life Safety (ON HOLD)	\$26,911					X	X
MS1 Nurse Call Software Upgrade Life Safety (ON HOLD)	\$26,911					X	X

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OR Line Isolation Repair	\$80,000				X	X	X
Central Processing Humidity/Negative Pressure CDPH/IC	\$100,000			X		X	
Annual Medical Vacuum Pump Inspection July	\$3,500			X		X	
IT Server room-Fire Alarm Smoke Detection	\$6,308			X	X	X	
Seismic Safety Gas-Shutoff Life Safety	\$5,000				X		X
MRI AC Unit-Repair/Replacement	\$19,300			X			X
Steam Line Repair	\$6,000				X		X
Allied building A/C repair	\$15,000			X			X
Nurse Call system-ICU/PICU (Architect Fee included)	\$68,927		\$56,757		X	X	
MS 1-Counter top/cabinet replacements	\$14,846				X		X
MS 2-Counter top/cabinet replacements	\$14,846				X	X	
ED 1 counter tops-replacements	\$14,846				X		X
Kitchen-counter/cabinet replacement	\$14,846				X	X	
NPC 2-MS1-hallway lights(OSHDP, Contingencies, IOR)	\$175,000				X	X	
NPC 2-ED (OSHDP, Contingencies, IOR)	\$175,000				X	X	
NPC 2-MS2-hallway lights (OSHDP, Contingencies, IOR)	\$175,000				X	X	
3rd Floor-A/C repair	\$15,584			X			X

PROJECT LIST
UPDATED 09-21-18

Certified Medical Gas Repairs/Dew point monitors	\$17,915						X
2nd floor leveling	\$23,804						X
ED floor leveling	\$15,717						X
Krazan construction inspection	\$20,000					X	
repairs-Westcom -MS1 and MS2	\$7,500						X
Kitchen repairs	\$80,000					X	
Architect Fees- ICU/PICU nurse call			\$27,756		X	X	
OR Air Duct Cleaning			\$16,850	X			X
OR lights installation- OSHDP			?			X	
CONSTRUCTION CONTINGENCIES	\$100,000						

DISTRICT COST \$2,140,851.00

ADVENTIST COST \$101,363.00

DEFINITIVE COST \$413,600

ADDITIONAL ITEMS BUDGETED AFTER SEPTEMBER 5TH BOARD MEETING

Permanent Chiller	\$413,600
Air Duct Cleaning	\$16,850
Nihon Kohden-Central Stations	\$45,036
TOTAL=	\$475,486

Tulare Local Healthcare District dba Tulare Regional Medical Center

Agenda Item: IT 11.b

Board Meeting Date: September 26, 2018

**Title to Appear on Agenda: Authorize and approve IT expenditures
VMWare license, IBM Storage & Flex Chassis, and IT/Clinical
hardware purchase**

**Brief Description: Approval needed to purchase License renewal for
VMWare virtual environment; Maintenance agreement for our IBM
Storage, PureFlex Chassis and Compute Nodes, and new IT/Clinical
hardware to replace outdated equipment.**

Background and Details:

**The Licenses and Service agreements (VMWare and IBM Storage
and Pureflex Chassis) will allow the Tulare Regional Medical Center
to continue to operate the virtual computing environment which
provides access for clinical and support staff to computing
resources remotely and onsite (this includes virtual desktops,
servers, and data storage). Without the VMware licenses we would
be unable to use data services at the hospital. Additionally the
service agreement ensures that critical data and services will have
service and support in the event of malfunctions or failure.**

The IT/Clinical Hardware is required to replace inoperable, nonfunctioning, outdated equipment for direct patient care and clinical staff (Desktop computers, barcode scanners for medication and patient verification, and required peripherals).

Exhibits: Quotes attached

Recommended Action: Approval of \$63,947.41 for IBM Storage & Flex Chassis Coverage, \$19,220.33 for VMWare Licenses, and 80,750.61 for IT/Clinical Hardware. Total request is \$163,918.35.



Quote 18163/5

QCM Technologies
 Pat Paxton
 ppaxton@qcmtech.com
 9060 E. Via Linda, Suite 220
 Scottsdale, AZ 85258
 Phone (602) 770-0644

**Tulare Regional Medical Center
 Tulare VMWare License Catch UP
 09/04/18**

Bill To (Unless noted below)
Tulare Regional Medical Center 869 N Cherry Street Tulare, CA 93274 Contact - Hemal Mangrola Phone 209-261-7066

Ship To (Unless noted below)
Tulare Regional Medical Center 869 N Cherry Street Tulare, CA 93274 Contact - Hemal Mangrola Phone 209-261-7066

Part #/Feature Code	Description	Quantity	Extended Price	*Tax
VS6-STD-C	VMWARE VSPHERE 6 STANDARD FOR 1 PROCESSOR	14.00	\$13,233.50	\$1,091.76
VS6-STD-P-SSS-C	PRODUCTION SUPPORT/SUBSCRIPTIO VMWARE VSPHERE 6 STANDARD FOR 1 PROCESSOR FOR 1 YEAR	14.00	\$4,522.00	\$373.07

Sub Total	\$17,755.50
Est Sales Tax	\$1,464.83
Grand Total	\$19,220.33

* Sales Tax is an estimate based on Quote End Date.

Pricing contained in this quote is valid from 09/04/2018 until 09/28/2018.



The power of iQ

Quote 1819712

QCM Technologies
 Pat Paxton
 ppaxton@qcmtech.com
 9060 E. Via Linda, Suite 220
 Scottsdale, AZ 85258
 Phone (602) 770-0644

Tulare Regional Medical Center
Tulare Maintenance for Flex Chassis & IBM Storage
08/27/18

Coverage Period - 8/27/2018 thru 8/26/2019
 Unless noted below

Bill To (Unless noted below)
Tulare Regional Medical Center 869 N Cherry Street Tulare, CA 93274 Contact - Dan Sedano Phone 559-366-1146

Ship To (Unless noted below)
Tulare Regional Medical Center 869 N Cherry Street Tulare, CA 93274 Contact - Dan Sedano Phone 559-366-1146

Part #/Feature Code	Description	Quantity	Extended List	Extended Price	Unit Price
2076-124 0000RF61N	STORWIZE V7000 CONTROLLER 24 Coverage 8/27/2018 thru 8/26/2019	1.00	\$5,300.39	\$5,300.00	\$5,300.00
	HARD DRIVE RETENTION - STORAGE	1.00	\$837.27	\$837.00	\$837.00
	HWMA REESTABLISHMENT FEE Estimated for 12 months.	1.00	\$3,785.00	\$3,785.00	\$3,785.00
	SWMA STORWIZE V7000 BASE PRIME	1.00	\$3,599.99	\$3,600.00	\$3,600.00
	SWMA STORWIZE V7000 BASE ALF	1.00	\$8,400.00	\$8,400.00	\$8,400.00
2076-224 0000RGMA2	STORWIZE V7000 EXPANSION 24 Coverage 12/7/2018 thru 8/26/2019	1.00	\$2,260.00	\$2,260.00	\$2,260.00
	HARD DRIVE RETENTION - STORAGE	1.00	\$1,186.00	\$1,186.00	\$1,186.00
	SWMA STORWIZE V7000 BASE PRIME	1.00	\$2,678.00	\$2,678.00	\$2,678.00
	MCODE DPOC	1.00	\$0.00	\$0.00	\$0.00
9848-AE2 000080209	FLASHSYS V9000 STORAG ENCLOS Coverage 1/11/2019 thru 8/26/2019	1.00	\$10,720.00	\$10,720.00	\$10,720.00
	MCODE AN&UPD 1/YR SYS P/PS/STG	1.00	\$1,255.91	\$1,255.91	\$1,255.91
	SWMA FLASH V9000	1.00	\$4,133.75	\$4,133.75	\$4,133.75
9848-AC2 0000CC600	FLASHSYS V9000 CONTR ENCLOSU Coverage 1/11/2019 thru 8/26/2019	1.00	\$918.96	\$918.96	\$918.96
	HARD DRIVE RETENTION - STORAGE	1.00	\$125.58	\$125.58	\$125.58
	MCODE AN&UPD 1/YR SYS P/PS/STG	1.00	\$2,368.29	\$2,368.29	\$2,368.29
9848-AC2 0000CD610	FLASHSYS V9000 CONTR ENCLOSU Coverage 1/11/2019 thru 8/26/2019	1.00	\$918.96	\$918.96	\$918.96
	HARD DRIVE RETENTION - STORAGE	1.00	\$125.58	\$125.58	\$125.58

Part #/Feature Code	Description	Quantity	Extended List	Extended Price	Unit Price
	MCODE AN&UPD 1/YR SYS P/PS/STG	1.00	\$2,368.29	\$2,368.29	\$2,368.29
7893-92X 0021233FA	FLEX SYSTEM CHASSIS	1.00	\$1,599.99	\$1,600.00	\$1,600.00
	Coverage 8/27/2018 thru 8/26/2019 - Note IBM has announced maintenance coverage on this item will end 9/30/2019.				
	HWMA REESTABLISHMENT FEE	1.00	\$1,065.30	\$1,065.00	\$1,065.00
	Estimated for 12 months				
	SL POWER SYSTEMS BLADE CENTER	1.00	\$809.99	\$810.00	\$810.00
7162-AC1 00J103E9M HWM	Lenovo Flex System x240	1.00	\$285.83	\$285.83	\$285.83
	Compute Node Coverage 12/22/2018 thru 8/26/2019				
7162-AC1 00J103E9N HWMA	Lenovo Flex System x240	1.00	\$285.83	\$285.83	\$285.83
	Compute Node Coverage 12/22/2018 thru 8/26/2019				
7162-AC1 00J103E9P HWMA	Lenovo Flex System x240	1.00	\$285.83	\$285.83	\$285.83
	Compute Node Coverage 12/22/2018 thru 8/26/2019				
7916-27X 0021APREK HWM	Flex System x222 Compute Node	1.00	\$400.00	\$400.00	\$400.00
	Coverage 8/27/2018 thru 8/26/2019				
8737-15X 0021APREL HWM	Flex System x240 Compute Node	1.00	\$420.00	\$420.00	\$420.00
	Coverage 8/27/2018 thru 8/26/2019				
3737-15X 0021APREM HWM	Flex System x240 Compute Node	1.00	\$420.00	\$420.00	\$420.00
	Coverage 8/27/2018 thru 8/26/2019				
8737-15X 0021APREN HWM	Flex System x240 Compute Node	1.00	\$420.00	\$420.00	\$420.00
	Coverage 8/27/2018 thru 8/26/2019				
8737-15X 0021APREP HWM	Flex System x240 Compute Node	1.00	\$420.00	\$420.00	\$420.00
	Coverage 8/27/2018 thru 8/26/2019				
8737-15X 0021APRER HWM	Flex System x240 Compute Node	1.00	\$420.00	\$420.00	\$420.00
	Coverage 8/27/2018 thru 8/26/2019				
8737-15X 0021APRET HWM	Flex System x240 Compute Node	1.00	\$420.00	\$420.00	\$420.00
	Coverage 8/27/2018 thru 8/26/2019				
8737-15X 0021APREV HWM	Flex System x240 Compute Node	1.00	\$420.00	\$420.00	\$420.00
	Coverage 8/27/2018 thru 8/26/2019				
3737-15X 0021APREW HWM	Flex System x240 Compute Node	1.00	\$420.00	\$420.00	\$420.00
	Coverage 8/27/2018 thru 8/26/2019				

Sub Total	\$59,073.81
Est Sales Tax	\$4,873.60
Grand Total	\$63,947.41

* Sales Tax is an estimate based on Quote End Date.

Shipping charges are not included in above quote.

Should customer have to cancel any of the above order once the hardware has shipped, a restocking fee of 15% of the hardware list price may be applied. There may be an additional 5% of the total contract cost that will be applied if it is a partial cancellation.

Terms are net 30; unpaid balances may be subject to a 1.5% per contract cost, per month late fee.

Out of state taxes may not be reflected in the quote, but are the responsibility of the buyer according their tax jurisdiction.

Sales of IBM Services is governed by the Terms and Conditions of the IBM Master Services Attachment for Service Elite (MSA).

Part #/Feature Code	Description	Quantity	Extended List	Extended Price	Unit Price
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Pricing contained in this quote is valid from 08/27/2018 until 08/31/2018.



macneil tester
 TeamTester@connection.com
 P: 408-891-5363
 F: 408-521-3303

Your Quote #11684840 created on 08/23/2018 by Shannon Duran

Bill to:
 Tulare Regional Medical Center
 Attn: AP
 869 No Cherry St
 869 No Cherry St
 Tulare, CA 93274

Bill to:35

Ship to:
 Tulare REG Medical CTR
 869 N Cherry St
 Tulare, CA 932742207

Ship to:305

PO: Tulare SFF/Scanners

Attention: Celeste Terronez

Payment Type: Terms

Shipper: UPS Ground

Ticket Number:

Hospital: AHHF

Cost Center:

Order Notes:

Instructions:

Approved By :

Line#	Mfg	Mfg Part	Avail	Qty	Unit Price	Total Price
1	Dell	210-AKOK-16-256-SK 7050 SFF I7-6700 3.4GHz 2x8GB 256GB SSD DVD W10P 3YR PS		40	\$880.00	\$35,200.00
2	Dell	210-AIIC DELL P2217 22IN MONITOR 3YR ADVANCED EXCHANGE		40	\$145.00	\$5,800.00
3	HONEYWELL	1900HHD-5USB USB KIT ENHANCE XENON 1D PDF417 2D HD FOCUS 1900HHD-5 USB TYPE A 2M	2757	15	\$246.00	\$3,690.00
4	HONEYWELL	1902HHD-5USB-5COL 1902HHD ENHANCED HEALTHCARE CLR USB KIT 2D/PDF417 CHR/COM BASE/WHT	1216	45	\$598.03	\$26,911.35
5	TRIPP LITE	PS-606-HG POWER STRIP 6OUT 120V 6FT HOSPITAL GRADE 15A	222	45	\$50.00	\$2,250.00
6	LEVITON MANUFACTURING CO, INC	62460-5L CAT 6 PATCH CORD 5 FOOT		45	\$5.26	\$236.70
7	LEVITON MANUFACTURING CO, INC	62460-7L CAT 6 PATCH CORD 7 FOOT BLUE		45	\$6.37	\$286.65

Subtotal: \$74,374.70

Estimated Tax: \$6,135.91

Fees: \$240.00

Tulare Local Healthcare District dba Tulare Regional Medical Center

Agenda Item 11.c

Board Meeting Date: 09-26-18

Title to Appear on Agenda: Authorize incremental costs for chiller acquisition

Brief Description: Reconciled operational budget to complete the hospital projects and maintenance repairs specific to opening the hospital.

Background and Details: The working operational budget allows for specific projects and unforeseen issues to be addressed on an as needed basis. The following have already been approved by the board as follows: Structural, electrical and mechanical drawings (\$82,000), Temporary Chiller (\$296,558 minus 78,000-which was approved by the Tulare Local Healthcare District Board) Temporary Chiller rental/month (\$10,000). The additional monies requesting approval is the cost for permanent equipment (Chiller, vacuum pumps, chill water pumps, medical air compressor and steam generator). The total for permanent equipment is (\$668,600 minus \$255,000 which was approved already for vacuum pumps, chill water pumps medical air compressor and steam generator). The difference between the 2 specified amounts which is what is being asked for approval is, \$413,600.

The Operating rooms are also in need of new surgical lights. The current lights are no longer being supported and parts are very difficult to locate. We are gathering price quotes specific to this project. This will be an OSHPD project and

will involve a comprehensive approach with various entities (OSHPD, environmental abatement, Infection control, engineering, and architect) to ensure the scope of work is completed appropriately and safely.

These items are specific to ensuring compliance and patient safety are both met.

All of the items listed are specific to life safety (NFPA 101), OSHPD, NFPA 99 and or Title 22.

Exhibits: See attached

Recommended Action: Hospital Board approve reconciled working operational budget specific to repairs, equipment, maintenance required to reopening the hospital as outlined.



2731 S. Cherry Ave
Fresno, CA 93706
(559) 268-7375
www.nesm.com

September 7, 2018

Owner: Tulare Regional Hospital
Subject: Final equipment proposal
Location: 869 N Cherry St. Tulare, CA 93274

Mr. Blitz,

We are proposing to pre order the final equipment for your facility, to include the final chiller, medical air compressor, steam generator, medical vacuum pump and the chilled water pumps/ VFDs. Below we have listed the equipment and the standard lead times along with the OSHPD certification #.

- Chiller
 Lead time: 12 Weeks
 OSHPD# :0383-10
- Pumps and VFDs
 Lead time: 4-6 weeks
- Steam Generator
 Lead time: 6-8 weeks
- Vacuum pump
 Lead time: 4-6 weeks
 OSHPD#: 0322-10
- Medical Air compressor
 Lead time: 4-6 weeks
 OSHPD #:0291-10

TOTAL TO PROVIDE THE ABOVE EQUIPMENT:	\$708,600.00
Discount for engineering services on this project	-\$ 40,000.00
<hr/>	
Total price to purchase the equipment	\$668,600.00

Please Note:

Equipment included in this proposal is based on best information available regarding existing equipment, estimated applicable demand and loading, and sound engineering practice. The equipment is complete with OSHPD Special Seismic Certification Preapproval Numbers where required by code; this is applicable to: Chillers, Medical Gas and Vacuum Systems, Electrical Switchgear and switchboards, Electrical panel boards, and Electrical control panels. New England Sheet Metal and Mechanical will not be responsible for changes in scope or additional requirements imposed by Tulare Regional Medical Center after acceptance of this proposal. If there are changes after acceptance adjustments to our contract may become necessary.

Corporate Office: P.O. Box 4287, Fresno, CA 93744

~ California License No. 433674 ~ Equal Opportunity Employer ~

Exclusions:

- Anything other than the stated equipment within this proposal

Additional Conditions

- All pre-existing conditions are considered extra
- No work will be scheduled until all proper documentation is received by this office (i.e. credit approval, signed contract)
- 50% of the quoted amount will be invoiced once all equipment has been ordered

Best Regards,

Matt Grabowski
Service Sales Manager
Mgrabowski@nesm.com
(559) 779-5814

Acceptance

Print Name Larry A. Blitz

Title CEO

Signature 

Date 9/11/18

Exhibit A: General Terms and Conditions

1. New England Sheet Metal and Mechanical Co. reserves the right to request and receive financial data to support the Contractor's and Owner's ability to make timely payments for our work and will not start our scope of work until we have received evidence, to our satisfaction, that there are sufficient funds set aside to pay for the work performed by New England Sheet Metal and Mechanical Co.
2. New England Sheet Metal and Mechanical Co. reserves the right to suggest and make contractual changes to any future contract or subcontract documents. New England Sheet Metal and Mechanical Co. has the right to a copy of all contract documents between the Owner and Contractor that may affect our work.
3. This proposal includes costs for insurance policies: General Liability (2 million/4 million) and Automotive (1 million) with additional insured as requested along with standard Worker's Compensation (1 million) coverage. Builder's risk insurance coverage (All Perils/Earthquake/Flood, etc.) for our scope of work is not included. New England Sheet Metal and Mechanical Co. shall be named as additional insured on the Contractor's policy with maximum deductible losses for New England Sheet Metal and Mechanical Co. at an aggregate of \$5,000. Additional coverage or any payment of deductibles may be at an extra cost.
4. The duty to indemnify shall not extend to the acts of willful misconduct or sole negligence, active or passive, on the part of the Contractor, Owner or anyone associated with them.
5. Parties shall make efforts to resolve disputes through utilization of a mutually agreed upon Dispute Resolution Process prior to pursuing a court action. Should either party to this agreement bring suit in court to enforce the terms of this agreement, any judgment awarded shall include court costs and reasonable attorney's fees to the successful party.
6. Monthly payments are as agreed to in the executed contractual documents or as follows; Payment for services rendered by the 15th of each month for 100% of all work performed during the preceding month. Final payment to be made within 30 days after completion and acceptance of our scope of work. Late payments shall incur an interest charged by law along with prompt payment penalties, or at a minimum rate of eighteen percent (18%) per annum on past-due accounts.
7. No contractual obligations shall limit the Contractor's responsibility for safety and a safe place to work under applicable laws and regulations, or require New England Sheet Metal and Mechanical Co. to assume Contractor's responsibilities.
8. New England Sheet Metal and Mechanical Co. shall be equitably compensated for additional verified costs it incurs as a result of delays (or accelerations) caused by the acts or omissions of the Owner, Contractor, or its other Subcontractors or the Suppliers to any of them. New England Sheet Metal and Mechanical Co. shall not be assessed damages during any delay in the completion of the work caused by acts of God, acts of the public enemy, acts of Owner, Owner's agents, the State Of California, Local County, Local City, any applicable utility district, any railroad, acts of other public utilities, strikes and unusually severe weather conditions which preclude performance of the work; delays resulting from war or national or local emergencies; or delays of New England Sheet Metal and Mechanical Co.'s suppliers due to such caused, or the owner of a utility to provide for removal or relocation of utilities.
9. If hazardous or similarly classified material or a change in site/project conditions is encountered, New England Sheet Metal and Mechanical Co. will cease all operations and the Contractor and/or Owner will determine the nature and extent of such conditions, and will recommend the nature and extent of remediation. Any hazardous or a change in site/project conditions that are encountered shall be considered as extra work for New England Sheet Metal and Mechanical Co. regardless of payment for such work made to Contractor by Owner.
10. If unsuitable ground conditions are encountered, Owner will determine the nature and extent of such soil conditions and will recommend the extent of remediation. Yielding sub soil, over optimum moisture, hazardous material, and rock (unable to be excavated with a Caterpillar 446 Backhoe) shall be defined as unsuitable ground conditions. Unsuitable ground conditions shall be considered as extra work to New England Sheet Metal and Mechanical Co.
11. All contractual correspondence and payments shall be directed to our Corporate Office at P.O. Box 4287, Fresno, CA 93744-4377 (Overnight: 1210 W. Olive Avenue, Fresno, CA 93728).
12. "Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Register of the board, whose address is: Contractors State License Board, 9835 Goethe Road, P.O. Box 26000, Sacramento, California 95826." New England Sheet Metal and Mechanical Co.'s California Contractor's License No.: 433674.

Tulare Local Healthcare District dba Tulare Regional Medical Center

Agenda Item: 11.d

Board Meeting Date: September 26, 2018

Title to Appear on Agenda: Authorize/Approval for Biomet

Brief Description:

Equipment used for Post-Surgery Patients and immobile Patients

Background and Details:

Prevents Blood clots (Deep Vein Thrombosis)

Exhibits:

See attached quote

Recommended Action:

Approval of \$4,926.25 for compression therapy garments and \$3,168.00 for Intellicart high flow manifold. Total cost of \$8,094.25

Zimmer Biomet Product Placement Agreement

Zimmer US, Inc. | 200 West Ohio Avenue, Dover, OH 44622

TULARE REGIONAL MEDICAL CENTER
869 CHERRY AVENUE
TULARE, CA 93274
86345
("Customer")

Customer and Zimmer US, Inc. (the "Provider", and collectively with Customer, the "Parties") agree as follows:

The Parties agree that the purchase by Customer of the Minimum Quarterly Purchase Commitment of Disposables (set forth in A below) will fully compensate the Provider for the installation and use of the Equipment identified in section B ("Equipment") for a period of [(5) years] ("Term"). This Agreement is subject to the Terms and Conditions below.

A: Disposables

Part #	Description Zimmer Products	Minimum Quarterly Purchase Commitment	5 Year Quantity	Price per Unit	Minimum Quarterly Payment (due in arrears), plus any applicable taxes
SEE EXHIBIT A	COMPRESSION THERAPY GARMENTS	36.5 BOXES	790 BOXES	SEE EXHIBIT A	\$4,926.25
00514020100	INTELLICART HIGH FLOW MANIFOLD	8.25 BOXES	165 BOXES	\$384.00/ BX	\$3,168.00

B: Equipment

Part #	Description		Quantity
VP500DM	VASOPRESS SUPREME MINI BATTERY PUMP	EA	66
00514010200	INTELLICART DUO W SMOKE EVAC	EA	2
00514010900	INTELLICART EVAC STATION	EA	1

1. The Term of this Agreement shall begin on the first day of the month following final installation of the Equipment and continue for the period specified above. During the Term of the Agreement, Provider shall invoice Customer for Disposables as they are ordered by Customer. At the end of each quarter Provider shall determine whether Customer's actual purchases of Disposables during such quarter met Customer's Minimum Quarterly Purchase Commitment. Provider shall invoice Customer for any shortfall. Any excess shall be applied to Customer's Minimum Quarterly Purchase Commitment for the next succeeding quarter. All invoices shall be payable within 30 days of the date of invoice. CUSTOMER'S OBLIGATION TO PAY THE MINIMUM QUARTERLY PAYMENT AND ALL OTHER OBLIGATIONS HEREIN FOR THE ENTIRE TERM OF THE AGREEMENT ARE NONCANCELABLE, ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER. If any payment is not paid on its due date, Customer shall, to the extent permitted by law, pay on demand, as a late charge, an amount equal to the greater of twenty-five dollars (\$25.00) or five-percent (5%) of the overdue payment.

2. Title to the Equipment shall remain with Provider at all times. Customer shall not encumber the Equipment in any way, and further shall not remove the Equipment from Customer's place of business without first obtaining written consent of Provider. Notwithstanding the foregoing, Customer hereby grants to Provider a security interest in the Equipment as security for all Customer's liabilities and obligations hereunder.

3. The following events shall constitute a default under this Agreement ("Event of Default"): (i) Customer violates any of the provisions under this Agreement; (ii) fails to make any payment within ten (10) days of its due date; (iii) if any of the following actions or proceedings are not dismissed within sixty (60) days after commencement: Customer's dissolution, insolvency, becoming the subject of a petition in bankruptcy, either voluntary or involuntary, or in any other proceeding under federal bankruptcy laws; making an assignment for benefit of creditors; or being named in a suit for the appointment of a receiver; or (iv) any default under any agreement between Customer and Provider or any assignee of Provider (other than this Agreement) or between Customer and any affiliate of Provider or any assignee. Following an Event of Default, Provider may exercise concurrently, or separately, without notice to Customer (unless specifically stated), any one or all of the following remedies: (i) repossess the Equipment; (ii) terminate this Agreement; and (iii) declare the Balance Remaining immediately due and payable. For purposes of this Agreement, the term "Balance Remaining" means an amount equal to the sum of all payments and charges then due, if any, and all unpaid payments to become due in the future through the remainder of the Term of this Agreement or any renewal thereof, plus the value of the Equipment. Customer agrees to pay all of Provider's costs of enforcing Provider's rights against Customer, including attorneys' fees and court costs.

4. Customer agrees to accept, take delivery of, store, and maintain the Equipment in good repair, condition and in proper working order, use said Equipment as medically indicated and agrees to take full legal and financial responsibility for any and all loss, damage, or destruction of said Equipment while in Customer's possession until the Equipment is returned to Provider.

5. Provided Customer is not in breach of this Agreement, Customer shall be entitled to all Equipment warranties offered by the manufacturer. Customer's sole remedy for breach of any Equipment warranty shall be against the manufacturer. Customer waives any and all rights and remedies under Article 2A-508 through 522 of the Uniform Commercial Code.

6. Customer agrees that it shall (a) pay when due or reimburse Provider for all taxes, fees or other charges of any nature whatsoever now or hereafter imposed or assessed against Provider, Customer or the Equipment related to the use, possession and maintenance of the Equipment or Disposables supplied hereunder or with upon the rents, receipts or payments arising therefrom or with respect to this Agreement, and waives all claims against Provider for such expenses; (b) furnish proper storage and security for all Equipment supplied hereunder; and (c) pay or cause to be paid all transportation and shipping charges incurred in connection with delivery to Customer or return to Provider of all Equipment supplied pursuant to this Agreement.

Zimmer Biomet Product Placement Agreement

Zimmer US, Inc. | 200 West Ohio Avenue, Dover, OH 44622

7. Customer hereby agrees to permit Provider, or its authorized representative, from time to time during normal business hours to enter the premises where Equipment supplied hereunder is stored for the purpose of inspecting and inventorying such Equipment and removing such Equipment if Customer fails to meet its obligations under this Agreement.

8. In accordance with federal regulations (42 C.F.R. § 1001.952(h)) any and all discounts and rebates on Equipment or Disposables made pursuant to, or in conjunction with, this Agreement must be treated by Customer as discounts on the Equipment or Disposables on which the discount is earned, and properly reported on Customer's Medicare and Medicaid cost reports, as applicable. Further, Customer shall properly report allocations of the cost of the Equipment and Disposables which shall be provided by Provider to Customer upon request. If Customer does not request an allocation, then Customer shall make an appropriate determination of the allocation of cost to the Equipment and Disposables.

9. Upon expiration of the Term of this Agreement, Customer will elect to either purchase the Equipment for Fair Market Value ("Fair Market Value") or return the Equipment, freight and insurance prepaid, to Provider. Fair Market Value shall be defined as the value of the Property in continued use. If returned, the Equipment shall be returned in the condition originally provided hereunder (reasonable wear and tear excepted). Unless Provider receives notice from Customer in writing, at least 60 days prior to the expiration of the Term (or any Renewal Period) of Customer's intention to return the Equipment to Provider or to exercise the purchase option indicated above, this Agreement will automatically renew for an additional term of 3 months (a "Renewal Period") under the same terms and conditions. If Customer properly exercises a fair market value purchase option, Customer agrees to purchase all, but not less than all, of the Equipment that is in place and in use by Customer for its fair market value. If Customer elects to return the Equipment to Provider, the Equipment must be returned to the location that Provider designates within 15 days after the end of the Term or applicable Renewal Period, or any written notice of Customer's intention to return shall be deemed null and void and this Agreement shall automatically renew in the manner provided for herein. In the event that Customer elects to return the Equipment, Customer is responsible for all expenses incurred in returning the Equipment to Provider.

10. Customer will indemnify Provider for any loss, damage, cost, expense, liability or claim, including reasonable attorneys' fees and costs, of any kind or nature resulting from or arising out of Customer's use, selection, possession, operation, maintenance, condition, return or storage of the Equipment.

11. During the entire term of this Agreement, Customer will maintain adequate commercial general liability insurance and "all risk" property insurance covering the Equipment against physical damage or loss, including theft, for its full replacement cost. Customer's insurance shall name Provider and its assignees as lender's loss payee and additional insured and shall provide for 30 days' prior notice to Provider of any modification or cancellation. If requested by Provider, Customer shall provide evidence of such insurance coverage.

12. Customer shall not consolidate or merge with or into any other entity, liquidate, sell or dispose of all or any substantial portion of its ownership interests, properties or assets other than in the ordinary course of its business, without Provider's prior written consent, which shall not be unreasonably withheld. CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLET THE EQUIPMENT OR THIS AGREEMENT. Provider may sell, assign or transfer this Agreement or its rights in the Equipment without notice to Customer. If Provider sells, assigns or transfers its rights in this Agreement, Provider's assignee will have the same rights and benefits Provider has now, but none of Provider's obligations and Provider shall retain all obligations to provide Disposables to Customer hereunder. Customer agrees that the rights of the new owner will not be subject to any claim, defense or setoff that Customer may have against Provider.

13. Customer agrees to provide Provider, and any assignee of Provider, with such documentation as Provider may request to evidence Customer's compliance with its obligations hereunder, including without limitation, evidence of payment of all applicable taxes, and Customer's most recent annual financial statement (audited, if available), its most current interim financial statements or other financial information reasonably requested.

14. THIS AGREEMENT WILL BE GOVERNED BY, ENFORCED IN AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF MINNESOTA. CUSTOMER CONSENTS TO EXCLUSIVE JURISDICTION IN THE STATE OR FEDERAL COURTS OF MINNESOTA. CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY. In any enforcement of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs.

15. This Agreement contains the entire agreement of the Parties. If any of the provisions of this Agreement shall be held invalid, illegal or unenforceable, that provision shall be considered inapplicable and omitted, but shall not invalidate any of the remaining provisions. No waiver or modification by Provider of any of the terms or conditions hereof shall be effective unless in writing signed by Provider. No waiver or indulgence by Provider of any default or deviation by Customer of any required performance shall be a waiver of Provider's right to subsequent or other full and timely performance. This Agreement shall be binding on the Parties and their respective successors and assigns. All notices to be provided hereunder shall be mailed or delivered by facsimile transmission or overnight courier to the respective Parties at the addresses shown herein or such other address as a Party may provide in writing from time to time.

Agreed and Accepted by:

Customer


Authorized Signature

DANIEL R HECKATHORN
Printed Name

INTERIM CFO
Title

9-18-18
Date

Date

Tax ID Number

Agreed and Accepted by:

Zimmer US, Inc.

Authorized Signature

Printed Name

Title

Date

Date

Zimmer Biomet Product Placement Agreement

Zimmer US, Inc. | 200 West Ohio Avenue, Dover, OH 41822

**EXHIBIT A
DISPOSABLE PRICING**

Item #	Description	Price per case	Disposable Price
VP501MG	VASOPRESS CALF GREEN GARMENT MEDIUM	\$85.50	\$8.55
VP501LG	VASOPRESS CALF GREEN GARMENT LARGE	\$94.50	\$9.45
VP501BG	VASOPRESS CALF GREEN GARMENT BARIATRIC	\$144.00	\$14.40