



Southern Humboldt Community Healthcare District

SPECIAL GOVERNING BOARD MEETING

December 28, 2022
11:00 a.m.

**Sprowel Creek Campus
286 Sprowel Creek Road
Garberville, CA 95542**

Special Governing Board Meeting

Date: Wednesday, December 28, 2022

Time: 11:00 a.m.

Location: Sprowel Creek Campus Room 106 and Webex

Link: <https://shchd.webex.com/shchd/j.php?MTID=m6ee6229eb04ca4216be8f99bc712a8b6>

Agenda

Time***Item**

11:00 a.m.

- A. Call to Order for Open Session
- B. Public Comment
See below for **Public Comment Guidelines**
- C. Board Member Comments
Board members are invited to address issues not on the agenda and to submit items within the subject jurisdiction of the Board for future consideration. Please limit individual comments to three minutes.
- D. Announcements
- E. New Business
 - 1. Approval of Resolution 22:26 - Brown Act Amendment AB 361 Subsequent to Resolution 21:17 to provide a 30-day extension until January 27, 2023.
 - 2. Approval of SensoScientific Temperature Sensor System for the laboratory for the initial amount of \$28,570.00, as invoiced, to replace the current system. System will include annual fees (see attached). – Kent Scown
- F. Adjourn to Closed Session
- G. Closed Session
- H. New Business
 - 1. Medical Staff Appointments/Reappointments [Gov. Code § 54957]

- a. Jessie Bugbee, NP, Initial Allied Health Practitioner Staff as Provisional Active with clinic privileges, January 1, 2023 to December 31, 2023
- b. Lee Beville, MD, Initial Medical Staff Appointment as Provisional Associate with Diagnostic Teleradiology privileges, January 1, 2023 to December 31, 2023
- c. Tuan Luu, MD, Initial Medical Staff Appointment as Provisional Active with Emergency Room and Inpatient privileges, January 1, 2023 to December 31, 2023

2. Personnel matter – Chief Quality and Compliance Officer Kristen Rees evaluation § 54957

I. Adjourn Closed Session

J. Resume Open Session

K. Close Open Session

PUBLIC COMMENT ON MATTERS NOT ON THE MEETING AGENDA: Members of the public are welcome to address the Board on items not listed on the agenda and within the jurisdiction of the Board of Directors. The Board is prohibited by law from taking action on matters not on the agenda, but may ask questions to clarify the speaker's comment and/or briefly answer questions. The Board limits testimony on matters not on the agenda to three minutes per person and not more than ten minutes for a particular subject, at the discretion of the Chair of the Board.

PUBLIC COMMENT ON MATTERS THAT ARE ON THE AGENDA: Individuals wishing to address the Board regarding items on the agenda may do so after the Board has completed their initial discussion of the item and before the matter is voted on, so that the Board may have the benefit of these comments before making their decision. Please remember that it is the Board's responsibility to discuss matters thoroughly amongst themselves and that, because of Brown Act constraints, the Board meeting is their only opportunity to do so.

OTHER OPPORTUNITIES FOR PUBLIC COMMENT: Members of the public are encouraged to submit written comments to the Board at any time by writing to SHCHD Board of Directors, 733 Cedar Street, Garberville, CA 95542. Writers who identify themselves may, at their discretion, ask that their comments be shared publicly. All other comments shall be kept confidential to the Board and appropriate staff.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, if you require special accommodations to participate in a District meeting, please contact the District Clerk at 707-923-3921, ext. 276 at least 48 hours prior to the meeting."

Posted Thursday, December 22, 2022



Memo

To: SHCHD Governing Board of Directors
Date: December 19, 2022
RE: Justification of the new temperature system

1. The current Freshloc system has been purchased by MesaLabs. Our current sensors are deprecated, and replacements are no longer available. Along with being unable to buy new sensors
2. A new system would have to be purchased from MesaLabs. Renewal pricing has increased from \$8,000 a year to \$18,000 a year
3. Mesalabs does not offer sensors that do humidity which is needed in the lab
4. The user interface of Freshloc is extremely convoluted. The new system we are looking at is easy to use
5. Freshloc does not have sensors that are certified for VFC refrigerators
6. NIST biennial certification with Freshloc requires a technician to come on-site. The new system would have probes sent biennially, saving the expense of travel costs
7. NIST certification for the new system would be stored in the cloud, allowing the Lab Manager to retrieve it at any time. Certification for the current system is held by the IT Department
8. The Freshloc system does not support audible alarms, which the lab has requested. The new system will have audible alarms as an option for the lab to be alerted when temperatures are out of range. Audible alarms will also be highly valuable for refrigerators to alert staff when refrigerators doors have been left open, possibly saving 1,000s of dollars in lost vaccinees



Company Address 685 Cochran Street
Suite 200
Simi Valley, California 93065
United States

Created Date 12/15/2022
Quote expiration date 1/29/2023
Quote Name JP.121522.01

Contact Information (PLEASE CONFIRM CONTACT INFO IS CORRECT)

Account Name	Jerold Phelps Community Hospital	Prepared By	John Pendergast
Contact Name	Jason Dockins	Phone	(805) 309-2175
Title	Director of Information Technology	Email	john.pendergast@sensoscientific.com
Phone	(707) 923-3921		
Email	jdockins@shchd.org		

Address Information (PLEASE CONFIRM CONTACT INFO IS CORRECT)

Bill To Name	Jerold Phelps Community Hospital	Ship To Name	Jerold Phelps Community Hospital
Bill To	United States	Ship To	United States

Quote Line Items

Quantity	Product Code	Product	Product Description	Sales Price	Line Item Description	Total Price
34.00	B13-200-X	OTA Node - Temperature / Humidity	OTA Node - Temperature / Humidity Wi-Fi connectivity transmits data to SensoScientific Cloud. Compatible with SHT85 and M8-SHT85 probe.	\$200.00		\$6,800.00
34.00	SHT85-KHT	OTA Temp/Hum Probe	Humidity/Temperature sensor, 90° Connector. (-40°C to 100°C ,0% RH to 100% RH; ±0.5°C, ±3%RH)	\$130.00		\$4,420.00
4.00	B80-200-OTA	OTA RTD Temperature Transmitter	OTA Wi-Fi Temperature Transmitter.	\$200.00		\$800.00
4.00	RTD10-C	10ft RTD Cryogenic Probe	RTD Probe (-200°C to 0°C; Class A RTD) with 10ft flat wire cable.	\$110.00		\$440.00
4.00	SOLID-BUFFER	Solid Thermal Buffer	Solid Thermal Buffer	\$25.00		\$100.00
14.00	B10-200-X	OTA Node - Single Temperature Digital	OTA Node - Single Temperature Digital Wi-Fi connectivity transmits data to SensoScientific Cloud. Compatible with DTPxx-1x probe.	\$190.00		\$2,660.00
14.00	DTP12-1	12ft Single Digital Temperature Probe	Digital Temperature Probe - 12 feet - 1 probe (OTA Series)	\$60.00		\$840.00
14.00	GLYKIT	1oz Glycol Kit	Glycol Vial Glycol Holster 1oz of Propylene Glycol	\$15.00		\$210.00
52.00	OTABL91	Lithium AA Batteries	Lithium batteries for wireless sensors	\$15.00		\$780.00
52.00	PSOTA2-KIT	Dual Power Supply OTA Kit	Power Supply for two OTA sensors. One adapter, one power cable.	\$10.00		\$520.00

86.00	/A2LA2Y	A2LA/NIST Biennial Calibration Svc	A2LA Biennial Certified, NIST Traceable, ILAC Calibration	\$70.00	1 per single temp; two per temp/hum	\$6,020.00
52.00	/NEWPROBEREP	Calibration Probe Fee	New Calibrated Probe Replacement No charge on initial purchase, \$30 thereafter at time of calibration	\$0.00		\$0.00
86.00	/CLOUD	Annual Cloud Support & Maintenance	Service is billed Annually and Includes; Data Storage, Training, Remote Technical Support, Alerts, Automatic Cloud Updates	\$55.00	1 per single temp; two per temp/hum	\$4,730.00

Totals						
				Subtotal	\$28,320.00	
				Tax	\$0.00	
				Shipping and Handling	\$250.00	
				Grand Total	\$28,570.00	

Annual Support and Maintenance Agreement

Terms and Conditions

1. Purchase of Products and Services. The individual or entity designated above as Customer ("Customer") agrees to (a) purchase the services (which includes use of equipment and cloud data storage, the "Products" during the term of the agreement) and pay the other costs included in the Purchase – Total Charges designated as such above (the "Purchase Price"), and (b) subscribe to the monitoring and reporting services ("Annual Services") available at the SensoScientific Customer Website (the "SensoScientific Portal") and pay the Total Annual Cloud, Calibration Services, and New Probe Fees designated as such above ("Monitoring Fees") during the term of its subscription. This Sales Quote and the terms and conditions contained herein are sometimes referred to as the "Agreement". All orders are subject to acceptance by SensoScientific. By issuing a purchase order, signing a quote, or emailing approval for any purchases, Customer hereby acknowledges and agrees to all terms and conditions.

2. Pricing and Payment.

(a) Sales Quote prices are expressed in U.S. Dollars, are not subject to offsets or price credits and are based on delivery of the Products F.O.B. point of shipment. The Sales Quote is valid for a period of 90 days from the date hereof. Payment Terms are net 30 (thirty) days.

(b) SensoScientific will invoice Customer approximately a month in advance for the Annual Services renewal. Payments for such amounts are due within thirty (30) days of the date of invoice. Amounts outstanding past their due dates may be assessed a late fee at SensoScientific's sole discretion in the amount of one percent (1.5%) per month or the maximum amount provided by applicable law, whichever is greater.

SensoScientific shall not be obligated to accept or deliver orders from Customer if Customer does not or later cannot meet SensoScientific's credit requirements. If, in SensoScientific's judgment, the Customer's financial condition at any time does not justify continuing production or delivery on the above payment terms, SensoScientific may require full or partial payment in advance.

(c) Prices do not include any taxes, fees, duties, licenses, tariffs or levies, however designated, now or hereafter enacted that are imposed on the items listed in this Sales Quote or to any transactions contemplated hereby or to the purchase, sale, transportation, delivery or use of the same, all of which shall be paid by the Customer. Taxes will be added to the price where SensoScientific is required by law to collect them and will be paid by the Customer unless Customer provides SensoScientific with the proper tax exemption certificate.

(d) Once an order has been placed, all cancellations and/or returns must be requested in writing within 30 days of placing the order.

Cancellation or returns are subject to a restocking fee ranging from 20 percent to 40 percent. Customer shall pay for all return shipping for any cancellations/returns.

(e) The minimum customer order value is \$100.00.

3. Installation of Equipment. If itemized in the Sales Quote above, SensoScientific or a designated installer shall install the Products. At the time of installation, more or less equipment and software may be necessary as a result of the conditions present at the installation site. Any installation charges, per diem and travel costs listed above are estimates only and shall be adjusted at the time of installation. The Setup Costs and Annual Fees will be adjusted up or down based on the Products actually installed and the actual cost of installation, per diem and travel as evidenced by the Installation Acceptance Form signed by Customer. Unless Customer otherwise indicates, upon signing of the Installation Acceptance Form, it shall be conclusively presumed that said equipment was in good condition when received and that Customer has accepted, and approved the same.

4. Term and Termination or agreement extension. The subscription to the Monitoring Fees and the obligation to pay Service Fees will continue for a term of five (5) years from the effective date of installation or within 15 days after shipment of products, after which it shall continue for succeeding five (5) year periods unless Customer shall send written notice to SensoScientific on or before the date which is two (2) months prior to the end of the term (or renewal term) of this Agreement. Such renewal shall be upon the same terms and conditions.

5. Website Access. SensoScientific shall make commercially reasonable efforts to make the services subscribed to by Customer and referenced herein available at the SensoScientific Portal 24 hours a day, 365 days each calendar year for Customer.

6. Support. SensoScientific shall provide telephonic and email support to Customer at no charge to Customer. SensoScientific shall have the right to change the terms of its technical support, including without limitation, the right to limit the amount of technical support and/or charge for the same. SensoScientific on-site support is available on a time and materials basis with a minimum of two hours per incident plus actual travel expenses. Two (2) weeks advanced notification is provided to users via email before cloud updates are implemented. SensoScientific will provide on-going support of cloud ensuring a remission of anticipated or discovered vulnerabilities through maintenance.

7. Training. If itemized in the Sales Quote above, SensoScientific will train the individuals designated by Customer during the installation process and thereafter will provide either online or on-site training at its then current rates.

8. Customer responsibilities:

a. Customer agrees to provide an available on-site responsible person to help SensoScientific with any issues related to installation or maintenance.

b. For onsite installation, access to all equipment and rooms in locked areas will be made available within 5 minutes upon reasonable

request.

c. Customer agrees to provide any and all network information prior to shipment of Products or onsite installation.

Delays caused by Customer are billable at common published rates beyond the quote or estimate which assumed the above responsibilities would be met.

9. SensoScientific Limited Warranty.

(a) For a period of 3 years from the date of installation, SensoScientific will warrant that the Products, together with software and/or firmware embedded in any of the Products, are free from defects and materials and workmanship under normal use, subject to the following exceptions for software and for equipment not manufactured by SensoScientific:

(i) Application Exception. Products used in environments where there are extreme changes in temperature such as cooking and chilling where sensors may repeatedly go from hot to cold. Food Probes and Transport Sensors and other mobile sensors subject to abuse are warranted for three (3) year. NOTE: Any product that demonstrates physical abuse is not covered by the warranty.

SensoScientific will make its best efforts to complete all repairs or replacements in a timely manner. Resolution will not to exceed 30 days from the time the failed product is received and accepted by SensoScientific. All returned products must be accompanied by an authorized Return Materials Authorization number (RMA #).

(ii) Equipment Not Manufactured by SensoScientific. The SensoScientific Limited Warranty does not cover any equipment not manufactured by SensoScientific, such as personal computers, adapters, cables, power supplies, antennas, tripods and other miscellaneous equipment.

(b) SensoScientific shall have the option to repair or replace any items constituting the Products that do not conform to the SensoScientific Limited Warranty. SensoScientific may use functionally equivalent items that have been reconditioned, refurbished, or previously returned, or new items. No software updates are provided. Repairs of Products not covered by this warranty will be billed according to the repair policy for that specific product then in effect.

(c) The SensoScientific Limited Warranty does not cover:

(i) Products that are operated in combination with ancillary or peripheral equipment or software not manufactured, furnished, supplied or otherwise certified by SensoScientific for use with the Products or any damage to the Products or such ancillary equipment because of such use. Any of these voids the warranty.

(ii) Products if someone other than SensoScientific or a designated repair shop or technician authorized by SensoScientific, opens, tests, adjusts, installs, maintains, alters, modifies or services the Products in any way. The SensoScientific Limited Warranty also does not cover any of the Products with an altered or defaced serial number.

(iii) Losses, defects, malfunction, failure or damage that result from, are attributable to, or caused by: (a) use of the Products in a manner that is not normal or customary or in an environment in which the Products are not intended to be installed; (b) improper maintenance, including physical abuse to the Products or use of corrosive, abrasive or improper cleaning materials, (c) any misapplication, improper modifications, unauthorized relocation; (d) activity intended to circumvent the security devices incorporated into the Products; (e) criminal activity, moisture, shipping, or high voltage surges from external sources such as power lines or other connected equipment; (f) improper operation or misuse; (g) accident or neglect such as dropping the Products onto hard surfaces; (h) contact with rain or extreme humidity; (i) an event or condition that could have been covered by casualty or liability insurance; (j) the failure of (A) the internet provider to which Customer subscribes; (B) failure of any phone/paging service, including phone lines, pagers, and cellular phone; (C) failure of any equipment such as serial ports, modems, wiring, cabling, other software or personal computers; and (D) failure of any radio frequency transmissions, or (i) contact with extreme heat (unless the Products are certified to be used with such extreme heat).

(d) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SENSOSCIENTIFIC BE LIABLE TO LICENSEE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE EQUIPMENT OR DOCUMENTATION (COLLECTIVELY "LOSSES"), EVEN IF SENSOSCIENTIFIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, AND REGARDLESS OF WHETHER LOSSES ARE SUFFERED BY LICENSEE. No Other Warranties. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, SENSOSCIENTIFIC DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT AND DOCUMENTATION, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO CONTENT, QUALITY, ACCURACY, TIMELINESS OF DELIVERY OR CURRENCY OF THE EQUIPMENT, PERFORMANCE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, DESIGN OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, THE EQUIPMENT SHALL BE DELIVERED BY SENSOSCIENTIFIC TO LICENSEE ON AN "AS-IS" AND "WITH-ALL-FAULTS" BASIS, AND SENSOSCIENTIFIC MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT WILL BE ERROR-FREE

10. Loss, Repair, Maintenance and Warranty. Except as otherwise set forth herein, Customer shall bear the entire risk of loss, theft, damage or destruction of the Products from any cause whatsoever, and no loss, theft, damage or destruction of the Products shall relieve the Customer of the obligation to pay the Monitoring Fees or of any other obligation set forth in this Agreement. Provided that Customer makes all payments due hereunder, SensoScientific, at its sole option, shall repair or replace any damaged, failed or malfunctioning item of the Products, and the cost of such repair or replacement shall be the responsibility of Customer except during the period the Products are covered by the SensoScientific Limited Warranty.

11. Confidentiality. The prices and other terms of this Agreement shall be treated by both SensoScientific and Customer as confidential and may not be disclosed or shown to any third party without the prior written consent of the other. Both Customer and SensoScientific may disclose that Customer has agreed to utilize the Products and Monitoring Fees, but shall not disclose any terms of this Agreement without the prior written consent of the other.

12. Use and Ownership of Data. All data collected in connection with the Monitoring Fees shall belong to Customer and shall be treated by SensoScientific as confidential. Notwithstanding the foregoing, so long as SensoScientific does not disclose or publish the specifics of such data, including the location or origination of such data, SensoScientific reserves the right to use such data, statistics and other information that is collected about the system's operation and performance. SensoScientific will not place any customer information in the public domain. Except for information that the customer makes publicly available, or when agreed between SensoScientific and the customer. Data will be archived for as long as this Agreement is in effect. Customer may obtain a copy of its archived data at SensoScientific's then current rate.

13. Default. If Customer fails to comply with the terms of this Agreement, SensoScientific shall be entitled to all remedies available at law or equity and in connection therewith, Customer acknowledges that such breach will cause SensoScientific immediate and irreparable injury for which remedies at law are inadequate. If SensoScientific fails to comply with the terms of this Agreement, SensoScientific's entire liability arising from or in connection with the Products and/or any software or firmware provided in connection therewith shall be limited to the amounts paid by Customer hereunder. SensoScientific shall not be liable to Customer or anyone claiming by, through or under Customer, for any consequential, incidental, indirect, special, exemplary, or punitive damages.

14. Entire Agreement. This Agreement and the SensoScientific Limited Warranty constitute the entire agreement and understanding of the parties relative to the Products and the Monitoring Fees and supersede and replace all prior or contemporaneous agreements, written and verbal, between the parties regarding the same. This Agreement may only be amended by a writing signed by authorized representatives of SensoScientific and Customer. If any provision of this Agreement is for any reason held invalid, ineffective, and unenforceable or contrary to public policy, the remainder of this Agreement remains in full force and effect notwithstanding.

15. Governing Law. This Agreement is governed by the laws of California without regard to the conflict of laws rules, provisions or statutes of

any jurisdiction. SensoScientific and Customer each represent that each shall comply with all applicable federal, state and local laws.

16. Nonwaiver. Waiver of any breach by either party, or failure of either party to exercise any rights under this Agreement on one or more occasions is not a waiver of any right to exercise that right on another occasion.

17. Prevailing Party. In the event that any action shall be instituted by either of the parties hereto for the enforcement of any of its rights or remedies in and under this Agreement, the prevailing party, whether in court or by way of out-of-court settlement, shall be entitled to recover from the non prevailing party or parties such prevailing party's attorney's fees, court costs, expert witness fees and/or other expense relating to such controversy, including attorney's fees, court costs and/or expense on appeal, if any.

18. Calibration: SensoScientific utilizes the QCP-SOP-C3 procedure and Simple Decision Rule.

Purchase Order Reference Number (PLEASE PROVIDE PO# IF REQUIRED FOR PAYMENT)

PO# _____

Quote Acceptance

Signature _____

Date _____

Name _____

Title _____