



**ECTOR COUNTY HOSPITAL DISTRICT
BOARD OF DIRECTORS MEETING
MAY 7, 2024 – 5:30 p.m.
MEDICAL CENTER HOSPITAL BOARD ROOM (2ND FLOOR)
500 W 4TH STREET, ODESSA, TEXAS**

AGENDA (p.1-2)

- I. CALL TO ORDER**..... Wallace Dunn, President
- II. ROLL CALL AND ECHD BOARD MEMBER ATTENDANCE/ABSENCES** Wallace Dunn
- III. INVOCATION**..... Chaplain Doug Herget
- IV. PLEDGE OF ALLEGIANCE** Wallace Dunn
- V. MISSION / VISION / VALUES OF MEDICAL CENTER HEALTH SYSTEM**...Kathy Rhodes (p.3)
- VI. AWARDS AND RECOGNITION**
 - A. May 2024 Associates of the Month**..... Russell Tippin
 - Nurse - Bailey Jo Burrows
 - Clinical – Quinn Robert Heath
 - Non-Clinical – Amy Sanchez
 - B. Net Promoter Score Recognition**..... Russell Tippin
 - FHC West OB
 - Dr. Mandeep Othee
 - Dr. Stephanie Kubacak
- VII. CONFLICT OF INTEREST DISCLOSURE BY ANY BOARD MEMBER**
- VIII. PUBLIC COMMENTS ON AGENDA ITEMS**
- IX. CONSENT AGENDA** Wallace Dunn (p.4-37)
(These items are considered to be routine or have been previously discussed, and can be approved in one motion, unless a Director asks for separate consideration of an item.)
 - A. Consider Approval of Regular Meeting Minutes, April 2, 2024**
 - B. Consider Approval of Special Meeting Minutes, April 9, 2024**
 - C. Consider Approval of Joint Conference Committee, April 23, 2024**
 - D. Consider Approval of Federally Qualified Health Center Monthly Report, March 2024**

X. COMMITTEE REPORTS

A. Finance CommitteeDon Hallmark (p.38-145)

1. Quarterly Investment Report – Quarter 2, FY 2024
2. Quarterly Investment Officer’s Certification
3. Financial Report for Month Ended March 31, 2024
4. Consent Agenda
 - a. Consider Approval of Citrix Platform Hardware License Support Renewal
 - b. Consider Approval of ChemAqua Contract Renewal – Water Treatment Program
 - c. Consider Approval of Trane Contract Renewal
 - d. Consider Approval of Medical Physics Consultants Agreement Renewal
 - e. Consider Approval of Baxter Dose Edge Agreement Renewal
 - f. Consider Approval of Vero Biotech Agreement Renewal
5. Consider Approval of Current Media Contract
6. Consider Approval of 4C Telemetry Upgrade

B. Executive Policy Committee

XI. TTUHSC AT THE PERMIAN BASIN REPORTDr. Timothy Benton

XII. RESOLUTION..... Steve Ewing (p.146-147)

XIII. PRESIDENT/CHIEF EXECUTIVE OFFICER’S REPORT AND ACTIONS
.....Russell Tippin (p.148-151)

- A. Dr. Hulseley – Update**
- B. Ad hoc Report(s)**

XIV. EXECUTIVE SESSION

Meeting held in closed session involving any of the following: (1) Consultation with attorney regarding legal matters and legal issues pursuant to Section 551.071 of the Texas Government Code; (2) Deliberation regarding Real Property pursuant to Section 551.072 and (3) Deliberation regarding negotiations for health care services, pursuant to Section 551.085 of the Texas Government Code.

XV. ITEMS FOR CONSIDERATION FROM EXECUTIVE SESSION

- A. Consider Approval of MCH ProCare Provider Agreement**
- B. Consider Approval of MCHS Lease Agreements**

XVI. ADJOURNMENT Wallace Dunn

If during the course of the meeting covered by this notice, the Board of Directors needs to meet in executive session, then such closed or executive meeting or session, pursuant to Chapter 551, Texas Government Code, will be held by the Board of Directors on the date, hour and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board of Directors may conveniently meet concerning any and all subjects and for any and all purposes permitted by Chapter 551 of said Government Code.

MISSION

Medical Center Health System is a community-based teaching organization dedicated to providing high quality and affordable healthcare to improve the health and wellness of all residents of the Permian Basin.

VISION

MCHS will be the premier source for health and wellness.

VALUES

I-ntegrity

C-ustomer centered

A-ccountability

R-espect

E-xcellence

**ECTOR COUNTY HOSPITAL DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING
APRIL 2, 2024 – 5:30 p.m.**

MINUTES OF THE MEETING

MEMBERS PRESENT: Wallace Dunn, President
Don Hallmark, Vice President
Bryn Dodd
Will Kappauf
Richard Herrera
David Dunn
Kathy Rhodes

OTHERS PRESENT: Russell Tippin, Chief Executive Officer
Matt Collins, Chief Operating Officer
Steve Steen, Chief Legal Counsel
Kim Leftwich, Chief Nursing Officer
Dr. Meredith Hulsey, Chief Medical Officer
Dr. Nimat Alam, Vice Chief of Staff
Grant Trollope, Assistant Chief Financial Officer
Kerstin Connolly, Paralegal
Lisa Russell, Executive Assistant to the CEO
Various other interested members of the
Medical Staff, employees, and citizens

I. CALL TO ORDER

Wallace Dunn, President, called the meeting to order at 5:30 p.m. in the Ector County Hospital District Board Room at Medical Center Hospital. Notice of the meeting was properly posted as required by the Open Meetings Act.

II. ROLL CALL AND ECHD BOARD MEMBER ATTENDANCE/ABSENCES

Wallace Dunn called roll, and all members were present.

III. INVOCATION

Russell Tippin offered the invocation.

IV. PLEDGE OF ALLEGIANCE

Wallace Dunn led the Pledge of Allegiance to the United States and Texas flags.

V. MISSION/VISION OF MEDICAL CENTER HEALTH SYSTEM

Don Hallmark presented the Mission, Vision and Values of Medical Center Health System.

VI. AWARDS AND RECOGNITION

A. April 2024 Associates of the Month

Russell Tippin, President/Chief Executive Officer, introduced the April 2024 Associates of the Month as follows:

- Clinical – Yvette Marie Galindo
- Non-Clinical – Belen Nicole Paz
- Nurse – Valeria Valenzuela

B. Net Promoter Score Recognition

Russell Tippin, President/Chief Executive Officer, introduced the Net Promoter Score High Performer(s).

- MCH ProCare Gastroenterology
- Bertha Martinez Nunez, NP
- Dr. Genevieve Okafor

VII. CONFLICT OF INTEREST DISCLOSURE BY ANY BOARD MEMBER

No conflicts were disclosed.

VIII. PUBLIC COMMENTS ON AGENDA ITEMS

No comments from the public were received.

IX. CONSENT AGENDA

- A. Consider Approval of Regular Meeting Minutes, March 1, 2024**
- B. Consider Approval of Joint Conference Committee, March 26, 2024**
- C. Consider Approval of Federally Qualified Health Center Monthly Report, February 2024**

Don Hallmark moved, and Kathy Rhodes seconded the motion to approve the items listed on the Consent Agenda as presented. The motion carried unanimously.

X. COMMITTEE REPORTS

A. Finance Committee

1. Financial Report for Month Ended February 29, 2024
2. Consent Agenda
 - a. Consider Approval of UKG Healthcare IT Leaders Agreement Reinstatement.
 - b. Consider Approval of Fortified Health IT Security Services Agreement Renewal.
 - c. Consider Approval of Cornerstone Landscaping Maintenance Contract Renewal.
 - d. Consider Approval of Stryker Master Services Agreement Renewal
 - e. Consider Approval of Basin Emergency Physicians Agreement Renewal

Don Hallmark moved, and Kathy Rhodes seconded the motion to approve the Finance Committee report as presented. The motion carried.

B. Executive Policy Committee

The Executive Policy Committee met on March 28, 2024 to review and approve one (1) MCH policy meeting the committee guidelines. The committee recommends approval of the submitted policy as presented.

Don Hallmark moved, and Kathy Rhodes seconded the motion to approve the Executive Policy Committee report as presented. The motion carried.

XI. TTUHSC AT THE PERMIAN BASIN REPORT

Dr. Timothy Benton, Regional Dean of TTUHSC, provided the TTUHSC at the Permian Basin report. This report was for information only, and no action was taken.

XII. APPOINTMENT OF ECHD BOARD MEMBER TO THE ODESSA TAX INCENTIVE COMMITTEE

Bryn Dodd made a motion to nominate David Dunn to continue to be the ECHD representative on the Odessa Tax Incentive Committee, and Kathy Rhodes seconded the motion. The motion carried.

XIII. PRESIDENT/CHIEF EXECUTIVE OFFICER'S REPORT AND ACTIONS

A. Dr. Hulsey - Update

Dr. Hulsey, Chief Medical Officer, reported that the March 28th Doctor's Day was successful. She has noticed a cultural change in the Medical Staff and attributes that to holding everyone to a higher standard. There will be quarterly meetings between three (3) ECHD board members and five to six (5-6) different providers. Wallace Dunn, ECHD Board President will schedule the board members and Dr. Hulsey will coordinate the providers.

This report was informational only. No action was taken.

B. Courtney Look-Davis

Courtney Look-Davis, Chief Patient and Experience Officer, reported to the board that LDI will be on April 11th, 2024 and the board is invited to attend. DNV is onsite for the Stroke Survey. Effective 5/1/24 MCH's Leapfrog score will be upgraded to a C.

C. Ad hoc Reports

Russell Tippin, Chief Executive Officer, reminded everyone that ECHD Board Retreat is April 30 – May 2, 2024. The Regional Board Training is in May. The trailer for the docuseries, Desert Doc, was played. The series highlights Dr. Bose, Medical Center Hospital and Ft. Stockton Hospital.

The Medical Center Health System Foundation report was provided in the board packet.

The Regional Services Update report was provided in the board packet.

These reports were informational only. No action was taken.

XIV. EXECUTIVE SESSION

Wallace Dunn stated that the Board would go into Executive Session for the meeting held in closed session involving any of the following: (1) Consultation with attorney regarding legal matters and legal issues pursuant to Section 551.071 of the Texas Government Code; and (2) Deliberation regarding negotiations for health care services, pursuant to Section 551.085 of the Texas Government Code.

ATTENDEES for the entire Executive Session: ECHD Board members, Bryn Dodd, Will Kappauf, Richard Herrera, David Dunn, Don Hallmark, Wallace Dunn, Kathy Rhodes, and Russell Tippin, President/CEO, Steve Steen, Chief Legal Counsel, Matt Collins, Chief Operating Officer, and Kerstin Connolly, Paralegal.

Adiel Alvarado, President of ProCare, presented the ProCare provider agreement to the ECHD Board of Directors during Executive Session, and then he was excused from the remainder of executive session.

Matt Collins, Chief Operating Officer, presented the MCH property leases to the Board of Directors during Executive Session.

Steve Steen, Chief Legal Counsel, presented the MCH TraumaCare provider agreement to the ECHD Board of Directors during Executive Session.

Wallace Dunn, ECHD Board President and Steve Steen, Chief Legal Counsel, led the board in discussion about the bylaws.

Matt Collins, Chief Operating Officer, provided an update on the current construction projects.

Steve Steen, Chief Legal Counsel, provided an update on the Radiology matter.

Russell Tippin, President, and Steve Steen, Chief Legal Counsel, provided an update on the Compliance Cardiology matter.

Russell Tippin, President, led the board in discussions about an emergency services district.

Executive Session began at 6:08 p.m.

Executive Session ended at 8:03 p.m.

No action was taken during Executive Session

Page 7 of 151

XV. ITEMS FOR CONSIDERATION FROM EXECUTIVE SESSION

A. Consider Approval of MCH ProCare Provider Agreement(s).

Wallace Dunn presented the following renewal:

- Avelino Garcia, M.D. – This a three (3) year OB/GYN Contract.

Kathy Rhodes moved, and Bryn Dodd seconded the motion to approve the MCH ProCare Provider Agreement as presented. The motion carried.

B. Consider Approval of MCH TraumaCare Agreement

Wallace Dunn presented the following new Agreement:

- Regina Sledge, N.P.– This is 3-year MCH TraumaCare agreement.

David Dunn moved, and Richard Herrera seconded the motion to approve the MCH TraumaCare Agreement as presented. The motion carried.

C. Consider Approval of MCHS Lease Agreements

Wallace Dunn presented the following property leases:

- Dr. Donald Davenport – This is a 3-year property lease.
- Dr. Donald Davenport – This is a 3-year property lease
- MCH ProCare – FM & Vascular Surgery – This is a 3-year property lease

Will Kappauf moved, and Bryn Dodd seconded the motion to approve the MCHS Lease Agreements as presented. The motion carried.

XVI. ADJOURNMENT

There being no further business to come before the Board, Wallace Dunn adjourned the meeting at 8:04 p.m.

Respectfully submitted,



David Dunn, Secretary
Ector County Hospital District Board of Directors

**ECTOR COUNTY HOSPITAL DISTRICT
BOARD OF DIRECTORS
SPECIAL BOARD MEETING
APRIL 9, 2024 – 11:30 a.m.**

MINUTES OF THE MEETING

MEMBERS PRESENT: Wallace Dunn, President
Don Hallmark, Vice President
David Dunn
Kathy Rhodes

MEMBERS ABSENT: Will Kappauf
Bryn Dodd
Richard Herrera

OTHERS PRESENT: Russell Tippin, Chief Executive Officer
Matt Collins, Chief Operating Officer
Steve Ewing, Chief Financial Officer
Steve Steen, Chief Legal Counsel
Kim Leftwich, Chief Nursing Officer
Dr. Meredith Hulsey, Chief Medical Officer
Grant Trollope, Assistant Chief Financial Officer
Bryan Cox, Revenue Cycle Director
Eva Garcia, Divisional Director Financial Operations
Kerstin Connolly, Paralegal

I. CALL TO ORDER

Wallace Dunn, President, called the meeting to order at 11:30 a.m. in the Ector County Hospital District Administration Conference Room A at Medical Center Hospital. Notice of the meeting was properly posted as required by the Open Meetings Act.

II. REVENUE CYCLE EDUCATION

Gail Scarborough-Hritz with Hritz Management Services and Valerie Barckhoff with Windham Brannon provided board education on Revenue Cycle.

III. EXECUTIVE SESSION

Page 9 of 151

Wallace Dunn stated that the Board would go into Executive Session for the meeting held in closed session as to consultation with attorney regarding legal matters and legal issues pursuant to Section 551.071 of the Texas Government Code.

ATTENDEES for the entire Executive Session: ECHD Board members, David Dunn, Don Hallmark, Wallace Dunn, Kathy Rhodes, Russell Tippin, President/CEO, Steve Steen, Chief Legal Counsel, Steve Ewing, Chief Financial Officer, and Kerstin Connolly, Paralegal.

Russell Tippin, President and Steve Steen, Chief Legal Counsel, provided an update on the NSI litigation matter.

Executive Session began at 1:41 p.m.

Executive Session ended at 1:48 p.m.

No action was taken during Executive Session

IV. ITEMS FOR CONSIDERATION FROM EXECUTIVE SESSION

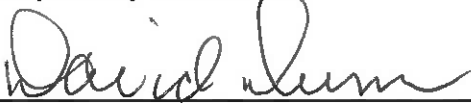
A. Consider Approval of NSI Litigation Settlement.

Kathy Rhodes moved, and David Dunn seconded the motion to approve the settlement agreement with NSI in the amount of \$750,000.00. The motion carried.

V. ADJOURNMENT

There being no further business to come before the Board, Wallace Dunn adjourned the meeting at 1:48 p.m.

Respectfully submitted,



David Dunn, Secretary
Ector County Hospital District Board of Directors



May 7, 2024

**ECTOR COUNTY HOSPITAL DISTRICT
BOARD OF DIRECTORS**

Item to be considered:

Medical Staff and Allied Health Professionals Staff Applicants

Statement of Pertinent Facts:

Pursuant to Article 7 of the Medical Staff By laws, the application process for the following Medical Staff and Allied Health Professional applicants is complete. The Joint Conference Committee and the Medical Executive Committee recommend approval of privileges or scope of practice and membership to the Medical Staff or Allied Health Professionals Staff for the following applicants, effective upon Board Approval.

Medical Staff:

Applicant	Department	Specialty/Privileges	Group	Dates
Varunsiri Atti, MD	Cardiology	Cardiovascular Disease	ProCare	05/07/2024-05/06/2025
Sung-Wook Bang, MD	Hospitalist	Hospitalist	ProCare	05/07/2024-05/06/2025
*Ramchandra Chari, MD	Anesthesia	Anesthesiology	ProCare	05/07/2024-05/06/2025
Michael Fazio, MD	Radiology	Telemedicine	VRAD	05/07/2024-05/06/2026
John Goffigan,	Radiology	Telemedicine	VRAD	05/07/2024-05/06/2026
Sunil Gujrathi, MD	Radiology	Telemedicine	VRAD	05/07/2024-05/06/2026
Ravi Kagali, MD	Radiology	Telemedicine	VRAD	05/07/2024-05/06/2026
James Lester, MD	Radiology	Telemedicine	VRAD	05/07/2024-05/06/2026
Jay Tank, MD	Radiology	Telemedicine	VRAD	05/07/2024-05/06/2026

Allied Health:

Applicant	Department	AHP Category	Specialty/Privileges	Group	Sponsoring Physician(s)	Dates
None						



*Please grant temporary Privileges

Advice, Opinions, Recommendations and Motions:

If the Hospital District Board of Directors concurs, the following motion is in order: Accept the recommendation of the Medical Executive Committee and the Joint Conference Committee and approve privileges and membership to the Medical Staff as well as scope of practice and Allied Health Professional Staff membership for the above listed applicants.

Jeffrey Pinnow, MD Chief of Staff
Executive Committee Chair
/MM



May 7, 2024

**ECTOR COUNTY HOSPITAL DISTRICT
BOARD OF DIRECTORS**

Item to be considered:

Reappointment of the Medical Staff and/or Allied Health Professional Staff

Statement of Pertinent Facts:

The Medical Executive Committee and the Joint Conference Committee recommends approval of the following reappointments of the Medical Staff and Allied Health Professional Staff's submitted. These reappointment recommendations are made pursuant to and in accordance with Article 5 of the Medical Staff Bylaws.

Medical Staff:

Applicant	Department	Status Criteria Met	Staff Category	Specialty/ Privileges	Group	Changes to Privileges	Dates
Merry Hart, MD	Pediatrics	Yes	Associate	Pediatrics	ProCare	None	06/01/2024-05/31/2025
Varsha Gillala, DO	Medicine	Yes	Associate	Physical Medicine		None	06/01/2024-05/31/2025
Srikala Meda, MD	Medicine	No	Associate to	Oncology	Texas Oncolog	None	06/01/2024-05/31/2025
Macaulay Nwojo, MD	Surgery	Yes	Active	Neurosurgery		None	06/01/2024-05/31/2025
Devi Suravajjala, MD	Medicine	Yes	Associate to Active	Endocrinology	TTUHSC	None	06/01/2024-05/31/2025
Timothy Benton, MD	Family Medicine	No	Courtesy to Professor	Family Medicine	TTUHSC	None	07/01/2024-06/30/2026
Matthew Brown, MD	Surgery	Yes	Active	Plastic Surgery & Hand		Yes	07/01/2024-06/30/2026
Pamela McQuillin, MD	OB/GYN	Yes	Active	OB/GYN		None	07/01/2024-06/30/2026
Jennifer Ngo, MD	Radiology	Yes	Telemedicine	Telemedicine	VRAD	None	07/01/2024-06/30/2026
Gregory York, MD	Surgery	Yes	Active	Trauma	MCH Trauma Care	Yes	07/01/2024-06/30/2026

Allied Health Professionals:

Applicant	Department	AHP Category	Specialty / Privileges	Group	Sponsoring Physician	Changes to Privilege	Dates
Nancy Bueno, NP	Radiology	AHP	Nurse Practitioner	ProCare	Dr. Townsend	None	06/01/2024-05/31/2026
Evelyn Catungal, NP	OB/GYN	AHP	Nurse Practitioner		Dr. Pill Raja	None	06/01/2024-05/31/2026
Daniel Howell, CRNA	Anesthesia	AHP	CRNA	ProCare	Dr. Putta Shankar Bangalore, Dr. Abhishek Jayadevappa, Dr. Marlys Munnell, Dr. Hwang, Dr. Skip Batch, Dr. Joe Bryan, Dr. Jannie Tang, Marsha Gillala, Dr. P. Reddy		06/01/2024-05/31/2026
Amanda Hughes, NP	Pediatrics	AHP	Nurse Practitioner	TTU	Robert Bennett, MD	None	06/01/2024-05/31/2026
Samsadeen Issah, CRNA	Anesthesia	AHP	CRNA	ProCare	Dr. Putta Shankar Bangalore, Dr. Abhishek Jayadevappa, Dr. Marlys Munnell, Dr. Hwang, Dr. Skip Batch, Dr. Joe Bryan, Dr. Jannie Thang, Dr. Marsha Gillala, Dr. P. Reddy	None	06/01/2024-05/31/2026



Michael McGowan, CRNA	Anesthesia	AHP	CRNA	Midwest Anesthesia	Dr. Putta Shankar Bangalore, Dr. Abhishek Jayadevappa, Dr. Marlys Munnell, Dr. Hwang, Dr. Skip Batch, Dr. Joe Bryan, Dr. Jannie Thang, Dr. Marsha Gillala, Dr. P. Reddy	None	06/01/2024-05/31/2026
Michael Cuizon, NP	Hospitalist	AHP	Nurse Practitioner	ProCare	Dr. Bare, Dr. Sajja, Dr. Alahari, Dr. Asim, Dr. Enuganti, Dr. Caparas, Dr. Tabasam, Dr. Thummala, Dr. Mekala, Dr. Kandikatla	Yes	07/01/2024-06/30/2026
Adrian Ramirez, NP	Medicine	AHP	Nurse Practitioner	ProCare	Dr. Bare, Dr. Sajja, Dr. Alahari, Dr. Asim, Dr. Enuganti, Dr. Caparas, Dr. Tabasam, Dr. Thummala, Dr. Mekala, Dr. Kandikatla	None	07/01/2024-06/30/2026

Advice.Opinions.RecommendationsandMotions:

If the Hospital District Board of Directors concurs, the following motion is in order Accept and approve the recommendations of the Medical Executive Committee and the Joint Conference Committee relating to the reappointment of the Medical Staff and/or Allied Health Professional Staff.

Jeffrey Pinnow, MD Chief of Staff Executive Committee
Chair

May 7, 2024

**ECTOR COUNTY HOSPITAL DISTRICT
BOARD OF DIRECTORS**

Item to be considered:

Change in Clinical Privileges

Statement of Pertinent Facts:

The Medical Executive Committee and the Joint Conference Committee recommends the request below on change in clinical privileges. These clinical changes in privileges are recommendations made pursuant to and in accordance with Article 4 of the Medical Staff Bylaws.

Additional Privileges:

Staff Member	Department	Privilege
None		

Advice, Opinions, Recommendations and Motions:

If the Hospital District Board of Directors concurs, the following motion is in order: Accept and approve the recommendations of the Medical Executive Committee and the Joint Conference Committee relating to the change in clinical privileges of the Allied Health Professional Staff.

Jeffrey Pinnow, MD Chief of Staff Executive
Committee Chair
/MM



May 7, 2024

**ECTOR COUNTY HOSPITAL DISTRICT
BOARD OF DIRECTORS**

Item to be considered:

Change in Medical Staff or AHP Staff Status–Resignations/Lapse of Privileges

Statement of Pertinent Facts:

The Medical Executive Committee and the Joint Conference Committee recommends approval of the following changes in staff status. These resignations/lapses of privileges are recommendations made pursuant to and in accordance with Article 4 of the Medical Staff Bylaws.

Resignation/Lapse of Privileges:

Staff Member	Staff Category	Department	Effective Date	Action
Nneka Obidimma, NP	AHP	Medicine	09/18/2023	Resignation
Tammy Trollope, NP	AHP	Medicine	02/28/2024	Resignation
Christi Tucker, NP	AHP	Family Medicine	11/16/2023	Resignation

Advice, Opinions, Recommendations and Motion:

If the Hospital District Board of Directors concurs, the following motion is in order: Accept and approve the recommendations of the Medical Executive Committee and the Joint Conference Committee to approve the Resignation/Lapse of Privileges.

Jeffrey Pinnow, MD Chief of
Staff Executive Committee Chair
/MM



May 7, 2024

**ECTOR COUNTY HOSPITAL DISTRICT
 BOARD OF DIRECTORS**

Item to be considered:

Change in Medical Staff or AHP Staff Category

Statement of Pertinent Facts:

The Medical Executive Committee and the Joint Conference Committee recommend approval of the following changes in staff status category. The respective departments determined that the practitioners have complied with all Bylaws requirements and are eligible for the changes noted below.

Staff Category Change:

Staff Member	Department	Category
Timothy Benton, MD	Family Medicine	Courtesy to Professor
Srikala Meda, MD	Medicine	Associate to Courtesy
Devi Suravajjala, MD	Medicine	Associate to Active

Changes to Credentialing Dates:

Staff Member	Staff Category	Department	Dates
None			

Changes of Supervising Physician(s):

Staff Member	Group	Department
None		

Leave of Absence:

Staff Member	Staff Category	Department	Effective Date	Action
None				



May 7, 2024

**ECTOR COUNTY HOSPITAL DISTRICT
BOARD OF DIRECTORS**

Removal of I-FPPE

Staff Member	Department	Removal/Extension
None		

Change in Privileges

Staff Member	Department	Privilege
Matthew Brown, MD	Surgery	REMOVE: Intravenous Regional Anesthesia (<i>Bier Block</i>)
Ramachandra Chemitiganti, MD	Medicine	REMOVE: Moderate Sedation
Michael Cuizon, NP	Hospitalist	REMOVE: Exercise Stress ECG Testing
Gregory York, MD	Surgery	REMOVE: ACLS

Proctoring Request(s)/Removal(s)

Staff Member	Department	Privilege(s)
None		

Advice, Opinions, Recommendations and Motion:

If the Hospital District Board of Directors concurs, the following motions in order: Accept and approve the recommendations of the Medical Executive Committee and the Joint Conference Committee to approve the staff category changes, changes to the credentialing dates, changes of supervising physicians, leave of absence, removal of I-FPPE, proctoring requests/removals, and change in privileges.

Jeffrey Pinnow, MD Chief of Staff Executive
Committee Chair
/MM

Family Health Clinic
May 2024
ECHD Board Update

**ECTOR COUNTY HOSPITAL DISTRICT
FAMILY HEALTH CENTERS COMBINED - OPERATIONS SUMMARY
MARCH 2024**

	CURRENT MONTH					YEAR TO DATE				
	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR
<u>PATIENT REVENUE</u>										
Outpatient Revenue	\$ 1,687,181	\$ 1,718,067	-1.8%	\$ 739,715	128.1%	\$ 9,681,751	\$ 9,807,700	-1.3%	\$ 3,733,689	159.3%
TOTAL PATIENT REVENUE	\$ 1,687,181	\$ 1,718,067	-1.8%	\$ 739,715	128.1%	\$ 9,681,751	\$ 9,807,700	-1.3%	\$ 3,733,689	159.3%
<u>DEDUCTIONS FROM REVENUE</u>										
Contractual Adjustments	\$ 766,996	\$ 846,254	-9.4%	\$ 416,129	84.3%	\$ 4,265,255	\$ 4,842,013	-11.9%	\$ 2,058,366	107.2%
Self Pay Adjustments	76,607	106,994	-28.4%	45,505	68.3%	320,277	615,247	-47.9%	393,867	-18.7%
Bad Debts	97,323	53,713	81.2%	2,538	3733.9%	315,894	294,340	7.3%	(76,082)	-515.2%
TOTAL REVENUE DEDUCTIONS	\$ 940,925	\$ 1,006,961	-6.6%	\$ 464,172	102.7%	\$ 4,901,426	\$ 5,751,600	-14.8%	\$ 2,376,151	106.3%
	55.77%	58.61%		62.75%		50.63%	58.64%		63.64%	
NET PATIENT REVENUE	\$ 746,256	\$ 711,106	4.9%	\$ 275,543	170.8%	\$ 4,780,325	\$ 4,056,100	17.9%	\$ 1,357,538	252.1%
<u>OTHER REVENUE</u>										
FHC Other Revenue	\$ 43,752	\$ 18,570	135.6%	\$ 95,721	-54.3%	\$ 235,842	\$ 111,420	111.7%	\$ 587,796	-59.9%
TOTAL OTHER REVENUE	\$ 43,752	\$ 18,570	135.6%	\$ 95,721	-54.3%	\$ 235,842	\$ 111,420	111.7%	\$ 587,796	-59.9%
NET OPERATING REVENUE	\$ 790,008	\$ 729,676	8.3%	\$ 371,264	112.8%	\$ 5,016,167	\$ 4,167,520	20.4%	\$ 1,945,334	157.9%
<u>OPERATING EXPENSE</u>										
Salaries and Wages	\$ 185,155	\$ 245,805	-24.7%	\$ 104,626	77.0%	\$ 1,155,212	\$ 1,411,099	-18.1%	\$ 624,683	84.9%
Benefits	10,577	40,714	-74.0%	26,004	-59.3%	173,698	237,977	-27.0%	176,016	-1.3%
Physician Services	437,343	470,200	-7.0%	184,974	136.4%	2,557,884	2,793,216	-8.4%	997,957	156.3%
Cost of Drugs Sold	34,378	20,903	64.5%	13,036	163.7%	260,706	123,151	111.7%	105,382	147.4%
Supplies	24,934	58,935	-57.7%	5,276	372.6%	96,976	334,846	-71.0%	76,018	27.6%
Utilities	6,377	6,673	-4.4%	5,433	17.4%	34,753	33,779	2.9%	35,733	-2.7%
Repairs and Maintenance	700	2,241	-68.8%	1,491	-53.1%	7,761	13,446	-42.3%	6,524	19.0%
Leases and Rentals	370	4,477	-91.7%	493	-24.9%	8,230	26,862	-69.4%	2,863	187.4%
Other Expense	1,000	1,352	-26.0%	1,551	-35.5%	6,000	10,388	-42.2%	6,551	-8.4%
TOTAL OPERATING EXPENSES	\$ 700,834	\$ 851,300	-17.7%	\$ 342,884	104.4%	\$ 4,301,221	\$ 4,984,764	-13.7%	\$ 2,031,728	111.7%
Depreciation/Amortization	\$ 24,948	\$ 23,981	4.0%	\$ 23,414	6.6%	\$ 149,731	\$ 142,003	5.4%	\$ 140,312	6.7%
TOTAL OPERATING COSTS	\$ 725,782	\$ 875,281	-17.1%	\$ 366,297	98.1%	\$ 4,450,952	\$ 5,126,767	-13.2%	\$ 2,172,040	104.9%
NET GAIN (LOSS) FROM OPERATIONS	\$ 64,226	\$ (145,605)	-144.1%	\$ 4,967	1193.0%	\$ 565,215	\$ (959,247)	-158.9%	\$ (226,706)	-349.3%
Operating Margin	8.13%	-19.95%	-140.7%	1.34%	507.7%	11.27%	-23.02%	-149.0%	-11.65%	-196.7%

	CURRENT MONTH					YEAR TO DATE				
	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR
Total Visits	3,663	4,128	-11.3%	2,304	59.0%	22,123	23,725	-6.8%	11,921	85.6%
Average Revenue per Office Visit	460.60	416.20	10.7%	321.06	43.5%	437.63	413.39	5.9%	313.20	39.7%
Hospital FTE's (Salaries and Wages)	42.7	56.5	-24.4%	25.0	71.0%	45.4	55.0	-17.6%	25.6	77.3%

**ECTOR COUNTY HOSPITAL DISTRICT
FAMILY HEALTH CLINIC - SOUTH - OPERATIONS SUMMARY
MARCH 2024**

	CURRENT MONTH					YEAR TO DATE				
	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR
PATIENT REVENUE										
Outpatient Revenue	\$ 132,818	\$ 197,695	-32.8%	\$ 206,054	-35.5%	\$ 866,647	\$ 1,165,345	-25.6%	\$ 1,194,292	-27.4%
TOTAL PATIENT REVENUE	\$ 132,818	\$ 197,695	-32.8%	\$ 206,054	-35.5%	\$ 866,647	\$ 1,165,345	-25.6%	\$ 1,194,292	-27.4%
DEDUCTIONS FROM REVENUE										
Contractual Adjustments	\$ 69,228	\$ 107,140	-35.4%	\$ 114,104	-39.3%	\$ 406,549	\$ 631,555	-35.6%	\$ 646,665	-37.1%
Self Pay Adjustments	9,894	24,777	-60.1%	24,409	-59.5%	103,107	146,202	-29.5%	176,208	-41.5%
Bad Debts	11,408	(14,188)	-180.4%	(3,006)	-479.5%	44,951	(83,635)	-153.7%	(31,740)	-241.6%
TOTAL REVENUE DEDUCTIONS	\$ 90,530	\$ 117,729	-23.1%	\$ 135,508	-33.2%	\$ 554,607	\$ 694,122	-20.1%	\$ 791,133	-29.9%
	68.2%	59.6%		65.8%		64.0%	59.6%		66.2%	
NET PATIENT REVENUE	\$ 42,288	\$ 79,966	-47.1%	\$ 70,546	-40.1%	\$ 312,040	\$ 471,223	-33.8%	\$ 403,159	-22.6%
OTHER REVENUE										
FHC Other Revenue	\$ 43,752	\$ 18,570	0.0%	\$ 95,721	-54.3%	\$ 235,842	\$ 111,420	0.0%	\$ 587,796	-59.9%
TOTAL OTHER REVENUE	\$ 43,752	\$ 18,570	135.6%	\$ 95,721	-54.3%	\$ 235,842	\$ 111,420	111.7%	\$ 587,796	-59.9%
NET OPERATING REVENUE	\$ 86,040	\$ 98,536	-12.7%	\$ 166,267	-48.3%	\$ 547,881	\$ 582,643	-6.0%	\$ 990,955	-44.7%
OPERATING EXPENSE										
Salaries and Wages	\$ 49,167	\$ 64,191	-23.4%	\$ 79,787	-38.4%	\$ 347,261	\$ 378,081	-8.2%	\$ 460,517	-24.6%
Benefits	2,809	10,632	-73.6%	19,830	-85.8%	52,102	63,762	-18.3%	129,759	-59.8%
Physician Services	59,486	65,850	-9.7%	109,820	-45.8%	345,327	395,100	-12.6%	598,447	-42.3%
Cost of Drugs Sold	17	3,704	-99.6%	-	0.0%	31,983	21,835	46.5%	23,642	35.3%
Supplies	11,314	7,368	53.6%	2,954	283.0%	33,012	43,540	-24.2%	18,553	77.9%
Utilities	3,792	3,180	19.2%	2,701	40.4%	17,323	17,161	0.9%	18,214	-4.9%
Repairs and Maintenance	-	2,028	-100.0%	1,491	-100.0%	3,642	12,168	-70.1%	4,824	-24.5%
Leases and Rentals	330	537	-38.5%	493	-33.0%	3,505	3,222	8.8%	2,863	22.4%
Other Expense	1,000	1,227	-18.5%	1,000	0.0%	6,000	9,638	-37.7%	6,000	0.0%
TOTAL OPERATING EXPENSES	\$ 127,915	\$ 158,717	-19.4%	\$ 218,076	-41.3%	\$ 840,156	\$ 944,507	-11.0%	\$ 1,262,820	-33.5%
Depreciation/Amortization	\$ 4,048	\$ 2,744	47.5%	\$ 2,560	58.1%	\$ 24,336	\$ 16,311	49.2%	\$ 15,190	60.2%
TOTAL OPERATING COSTS	\$ 131,963	\$ 161,461	-18.3%	\$ 220,636	-40.2%	\$ 864,491	\$ 960,818	-10.0%	\$ 1,278,010	-32.4%
NET GAIN (LOSS) FROM OPERATIONS	\$ (45,923)	\$ (62,925)	27.0%	\$ (54,369)	15.5%	\$ (316,610)	\$ (378,175)	16.3%	\$ (287,055)	10.3%
Operating Margin	-53.37%	-63.86%	-16.4%	-32.70%	63.2%	-57.79%	-64.91%	-11.0%	-28.97%	99.5%

	CURRENT MONTH					YEAR TO DATE				
	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR
Medical Visits	455	712	-36.1%	761	-40.2%	3,071	4,197	-26.8%	4,251	-27.8%
Average Revenue per Office Visit	291.91	277.66	5.1%	270.77	7.8%	282.20	277.66	1.6%	280.94	0.4%
Hospital FTE's (Salaries and Wages)	7.7	13.0	-40.8%	11.6	-33.5%	10.6	13.0	-18.5%	11.6	-8.8%

**ECTOR COUNTY HOSPITAL DISTRICT
FAMILY HEALTH CLINIC - WEST UNIVERSITY - OPERATIONS SUMMARY
MARCH 2024**

	CURRENT MONTH					YEAR TO DATE				
	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR
<u>PATIENT REVENUE</u>										
Outpatient Revenue	\$ 209,121	\$ 205,446	1.8%	\$ 215,738	-3.1%	\$ 1,229,650	\$ 1,210,683	1.6%	\$ 1,166,173	5.4%
TOTAL PATIENT REVENUE	\$ 209,121	\$ 205,446	1.8%	\$ 215,738	-3.1%	\$ 1,229,650	\$ 1,210,683	1.6%	\$ 1,166,173	5.4%
<u>DEDUCTIONS FROM REVENUE</u>										
Contractual Adjustments	\$ 117,498	\$ 113,718	3.3%	\$ 123,034	-4.5%	\$ 600,867	\$ 670,136	-10.3%	\$ 647,440	-7.2%
Self Pay Adjustments	48,303	18,851	156.2%	14,021	244.5%	120,722	111,087	8.7%	114,933	5.0%
Bad Debts	15,622	1,480	955.5%	7,431	110.2%	49,917	8,723	472.2%	15,909	213.8%
TOTAL REVENUE DEDUCTIONS	\$ 181,423	\$ 134,049	35.3%	\$ 144,486	25.6%	\$ 771,507	\$ 789,946	-2.3%	\$ 778,282	-0.9%
	86.76%	65.25%		66.97%		62.74%	65.25%		66.74%	
NET PATIENT REVENUE	\$ 27,697	\$ 71,397	-61.2%	\$ 71,252	-61.1%	\$ 458,143	\$ 420,737	8.9%	\$ 387,891	18.1%
<u>OTHER REVENUE</u>										
FHC Other Revenue	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%
TOTAL OTHER REVENUE	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%
NET OPERATING REVENUE	\$ 27,697	\$ 71,397	-61.2%	\$ 71,252	-61.1%	\$ 458,143	\$ 420,737	8.9%	\$ 387,891	18.1%
<u>OPERATING EXPENSE</u>										
Salaries and Wages	\$ 22,980	\$ 26,498	-13.3%	\$ 6,477	254.8%	\$ 123,059	\$ 156,023	-21.1%	\$ 51,782	137.6%
Benefits	1,313	4,389	-70.1%	1,610	-18.4%	18,464	26,313	-29.8%	14,591	26.5%
Physician Services	52,498	55,733	-5.8%	34,485	52.2%	289,176	334,398	-13.5%	201,665	43.4%
Cost of Drugs Sold	2,561	3,277	-21.8%	3,544	-27.7%	19,265	19,312	-0.2%	19,190	0.4%
Supplies	3,066	3,164	-3.1%	1,609	90.5%	9,824	18,685	-47.4%	24,652	-60.1%
Utilities	2,585	3,493	-26.0%	2,732	-5.4%	17,430	16,618	4.9%	17,519	-0.5%
Repairs and Maintenance	-	213	-100.0%	-	100.0%	-	1,278	-100.0%	1,700	-100.0%
Leases and Rentals	40	-	0.0%	-	0.0%	240	-	0.0%	-	0.0%
Other Expense	-	125	-100.0%	551	-100.0%	-	750	-100.0%	551	-100.0%
TOTAL OPERATING EXPENSES	\$ 85,043	\$ 96,892	-12.2%	\$ 51,008	66.7%	\$ 477,459	\$ 573,377	-16.7%	\$ 331,650	44.0%
Depreciation/Amortization	\$ 20,824	\$ 21,071	-1.2%	\$ 20,779	0.2%	\$ 124,946	\$ 124,705	0.2%	\$ 124,673	0.2%
TOTAL OPERATING COSTS	\$ 105,868	\$ 117,963	-10.3%	\$ 71,787	47.5%	\$ 602,405	\$ 698,082	-13.7%	\$ 456,323	32.0%
NET GAIN (LOSS) FROM OPERATIONS	\$ (78,170)	\$ (46,566)	67.9%	\$ (535)	14517.0%	\$ (144,262)	\$ (277,345)	-48.0%	\$ (68,432)	110.8%
Operating Margin	-282.23%	-65.22%	332.7%	-0.75%	37502.6%	-31.49%	-65.92%	-52.2%	-17.64%	78.5%

	CURRENT MONTH					YEAR TO DATE				
	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR
Total Visits	726	682	6.5%	703	3.3%	3,981	4,019	-0.9%		0.0%
Average Revenue per Office Visit	288.04	301.24	-4.4%	306.88	-6.1%	308.88	301.24	2.5%	303.93	1.6%
Hospital FTE's (Salaries and Wages)	7.1	7.1	1.1%	5.4	32.2%	6.8	7.0	-2.9%	6.3	8.6%

**ECTOR COUNTY HOSPITAL DISTRICT
FAMILY HEALTH CLINIC - JBS - OPERATIONS SUMMARY
MARCH 2024**

	CURRENT MONTH					YEAR TO DATE				
	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR
PATIENT REVENUE										
Outpatient Revenue	\$ 383,369	\$ 272,972	40.4%	\$ 317,924	20.6%	\$ 2,265,536	\$ 1,607,901	40.9%	\$ 1,373,223	65.0%
TOTAL PATIENT REVENUE	\$ 383,369	\$ 272,972	40.4%	\$ 317,924	20.6%	\$ 2,265,536	\$ 1,607,901	40.9%	\$ 1,373,223	65.0%
DEDUCTIONS FROM REVENUE										
Contractual Adjustments	\$ 203,762	\$ 148,840	36.9%	\$ 178,991	13.8%	\$ 1,159,572	\$ 876,718	32.3%	\$ 764,260	51.7%
Self Pay Adjustments	7,032	12,575	-44.1%	7,075	-0.6%	41,848	74,072	-43.5%	102,726	-59.3%
Bad Debts	19,269	(6,605)	-391.7%	(1,887)	-1121.4%	68,751	(38,909)	-276.7%	(60,250)	-214.1%
TOTAL REVENUE DEDUCTIONS	\$ 230,063	\$ 154,810	48.6%	\$ 184,179	24.9%	\$ 1,270,171	\$ 911,881	39.3%	\$ 806,736	57.4%
	60.01%	56.71%		57.93%		56.06%	56.71%		58.75%	
NET PATIENT REVENUE	\$ 153,306	\$ 118,162	29.7%	\$ 133,745	14.6%	\$ 995,365	\$ 696,020	43.0%	\$ 566,488	75.7%
OTHER REVENUE										
FHC Other Revenue	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%
TOTAL OTHER REVENUE	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%
NET OPERATING REVENUE	\$ 153,306	\$ 118,162	29.7%	\$ 133,745	14.6%	\$ 995,365	\$ 696,020	43.0%	\$ 566,488	75.7%
OPERATING EXPENSE										
Salaries and Wages	\$ 33,090	\$ 35,475	-6.7%	\$ 18,362	80.2%	\$ 190,703	\$ 208,791	-8.7%	\$ 112,383	69.7%
Benefits	1,890	5,876	-67.8%	4,564	-58.6%	28,613	35,212	-18.7%	31,666	-9.6%
Physician Services	59,044	59,458	-0.7%	40,669	45.2%	357,079	356,748	0.1%	197,845	80.5%
Cost of Drugs Sold	14,127	13,922	1.5%	9,491	48.8%	111,883	82,004	36.4%	62,550	78.9%
Supplies	4,278	5,278	-18.9%	713	499.9%	15,182	31,129	-51.2%	32,814	-53.7%
Utilities	-	-	0.0%	-	100.0%	-	-	0.0%	-	100.0%
Repairs and Maintenance	-	-	0.0%	-	100.0%	-	-	0.0%	-	100.0%
Other Expense	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
TOTAL OPERATING EXPENSES	\$ 112,429	\$ 120,009	-6.3%	\$ 73,799	52.3%	\$ 703,460	\$ 713,884	-1.5%	\$ 437,258	60.9%
Depreciation/Amortization	\$ 75	\$ 75	-0.2%	\$ 75	0.0%	\$ 449	\$ 450	-0.2%	\$ 449	0.0%
TOTAL OPERATING COSTS	\$ 112,504	\$ 120,084	-6.3%	\$ 73,874	52.3%	\$ 703,910	\$ 714,334	-1.5%	\$ 437,707	60.8%
NET GAIN (LOSS) FROM OPERATIONS	\$ 40,802	\$ (1,922)	-2222.9%	\$ 59,871	-31.9%	\$ 291,456	\$ (18,314)	-1691.4%	\$ 128,781	126.3%
Operating Margin	26.61%	-1.63%	-1736.2%	44.76%	-40.5%	29.28%	-2.63%	-1212.8%	22.73%	28.8%

	CURRENT MONTH					YEAR TO DATE				
	872	757	15.2%	840	3.8%	5,397	4,459	21.0%		0.0%
Total Visits										
Average Revenue per Office Visit	439.64	360.60	21.9%	378.48	16.2%	419.78	360.60	16.4%	358.26	17.2%
Hospital FTE's (Salaries and Wages)	9.6	9.6	-0.2%	8.0	20.5%	9.1	9.6	-5.0%	7.7	19.1%

**ECTOR COUNTY HOSPITAL DISTRICT
FAMILY HEALTH CLINIC - WOMENS CLINIC- OPERATIONS SUMMARY
MARCH 2024**

	CURRENT MONTH					YEAR TO DATE				
	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR
PATIENT REVENUE										
Outpatient Revenue	\$ 961,874	\$ 1,041,954	-7.7%	\$ -	100.0%	\$ 5,319,918	\$ 5,823,771	-8.7%	\$ -	100.0%
TOTAL PATIENT REVENUE	\$ 961,874	\$ 1,041,954	-7.7%	\$ -	100.0%	\$ 5,319,918	\$ 5,823,771	-8.7%	\$ -	100.0%
DEDUCTIONS FROM REVENUE										
Contractual Adjustments	\$ 376,507	\$ 476,556	-21.0%	\$ -	100.0%	\$ 2,098,267	\$ 2,663,604	-21.2%	\$ -	100.0%
Self Pay Adjustments	11,378	50,791	-77.6%	-	100.0%	54,599	283,886	-80.8%	-	100.0%
Bad Debts	51,024	73,026	-30.1%	-	100.0%	152,275	408,161	-62.7%	-	100.0%
TOTAL REVENUE DEDUCTIONS	\$ 438,909	\$ 600,373	-26.9%	\$ -	100.0%	\$ 2,305,141	\$ 3,355,651	-31.3%	\$ -	100.0%
	45.63%	57.62%		0.00%		43.33%	57.62%		0.00%	
NET PATIENT REVENUE	\$ 522,965	\$ 441,581	18.4%	\$ -	100.0%	\$ 3,014,777	\$ 2,468,120	22.1%	\$ -	100.0%
OTHER REVENUE										
FHC Other Revenue	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%
TOTAL OTHER REVENUE	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%
NET OPERATING REVENUE	\$ 522,965	\$ 441,581	18.4%	\$ -	100.0%	\$ 3,014,777	\$ 2,468,120	22.1%	\$ -	100.0%
OPERATING EXPENSE										
Salaries and Wages	\$ 79,918	\$ 119,641	-33.2%	\$ -	100.0%	\$ 494,189	\$ 668,204	-26.0%	\$ -	100.0%
Benefits	4,565	19,817	-77.0%	-	100.0%	74,519	112,690	-33.9%	-	100.0%
Physician Services	266,315	289,159	-7.9%	-	100.0%	1,566,302	1,706,970	-8.2%	-	100.0%
Cost of Drugs Sold	17,674	-	0.0%	-	100.0%	97,575	-	100.0%	-	100.0%
Supplies	6,276	43,125	-85.4%	-	100.0%	38,957	241,492	-83.9%	-	100.0%
Utilities	-	-	0.0%	-	100.0%	-	-	0.0%	-	100.0%
Repairs and Maintenance	700	-	0.0%	-	100.0%	4,119	-	0.0%	-	100.0%
Leases and Rentals	-	3,940	-100.0%	-	0.0%	4,484	23,640	-81.0%	-	0.0%
Other Expense	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
TOTAL OPERATING EXPENSES	\$ 375,447	\$ 475,682	-21.1%	\$ -	100.0%	\$ 2,280,146	\$ 2,752,996	-17.2%	\$ -	100.0%
Depreciation/Amortization	\$ -	\$ 91	-100.0%	\$ -	100.0%	\$ -	\$ 537	-100.0%	\$ -	100.0%
TOTAL OPERATING COSTS	\$ 375,447	\$ 475,773	-21.1%	\$ -	100.0%	\$ 2,280,146	\$ 2,753,533	-17.2%	\$ -	100.0%
NET GAIN (LOSS) FROM OPERATIONS	\$ 147,518	\$ (34,192)	-531.4%	\$ -	100.0%	\$ 734,631	\$ (285,413)	-357.4%	\$ -	100.0%
Operating Margin	28.21%	-7.74%	-464.3%	0.00%	100.0%	24.37%	-11.56%	-310.7%	0.00%	100.0%

	CURRENT MONTH					YEAR TO DATE				
	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR
Total Visits	1,610	1,977	-18.6%	-	0.0%	9,674	11,050	-12.5%	-	0.0%
Average Revenue per Office Visit	597.44	527.04	13.4%	-	0.0%	549.92	527.04	4.3%	-	0.0%
Hospital FTE's (Salaries and Wages)	18.3	26.8	-31.9%	-	0.0%	18.8	25.4	-25.9%	-	0.0%

**ECTOR COUNTY HOSPITAL DISTRICT
FAMILY HEALTH CLINIC COMBINED
MARCH 2024**

	MONTHLY REVENUE						YTD REVENUE					
	Clements	West	JBS	Womens	Total	%	Clements	West	JBS	Womens	Total	%
Medicare	\$ 50,501	\$ 39,864	\$ -	\$ 62,938	\$ 153,303	9.1%	\$ 296,047	\$ 297,990	\$ (256)	\$ 332,713	\$ 926,495	9.6%
Medicaid	23,078	30,699	269,208	326,486	649,472	38.5%	145,360	209,049	1,557,903	1,869,055	3,781,367	39.1%
FAP	-	-	-	-	-	0.0%	-	-	-	-	-	0.0%
Commercial	21,509	65,680	97,062	504,502	688,752	40.8%	147,398	363,657	605,244	2,821,734	3,938,033	40.7%
Self Pay	37,527	57,948	14,945	44,624	155,044	9.2%	276,810	301,128	85,988	194,788	858,714	8.9%
Other	202	14,929	2,154	23,324	40,609	2.4%	1,031	57,825	16,656	101,629	177,142	1.8%
Total	\$ 132,818	\$ 209,121	\$ 383,369	\$ 961,874	\$ 1,687,181	100.0%	\$ 866,647	\$ 1,229,650	\$ 2,265,536	\$ 5,319,918	\$ 9,681,751	100.0%

	MONTHLY PAYMENTS						YEAR TO DATE PAYMENTS					
	Clements	West	JBS	Womens	Total	%	Clements	West	JBS	Womens	Total	%
Medicare	\$ 31,782	\$ 25,267	\$ -	\$ 14,437	\$ 71,487	10.5%	\$ 123,176	\$ 118,896	\$ -	\$ 45,993	\$ 288,065	9.7%
Medicaid	12,215	19,506	129,405	\$ 77,619	238,746	35.2%	69,529	91,575	625,306	333,798	1,120,207	37.9%
FAP	-	-	-	\$ -	-	0.0%	-	-	-	-	-	0.0%
Commercial	12,254	33,182	54,782	\$ 196,331	296,549	43.7%	61,424	144,176	237,673	702,886	1,146,159	38.7%
Self Pay	3,362	4,100	5,253	\$ 45,269	57,984	8.6%	28,396	34,174	29,155	268,067	359,792	12.2%
Other	425	6,302	1,767	\$ 4,651	13,144	1.9%	789	19,450	6,112	17,553	43,905	1.5%
Total	\$ 60,038	\$ 88,357	\$ 191,207	\$ 338,308	\$ 677,909	100.0%	\$ 283,314	\$ 408,272	\$ 898,246	\$ 1,368,297	\$ 2,958,128	100.0%

**ECTOR COUNTY HOSPITAL DISTRICT
FAMILY HEALTH CLINIC CLEMENTS
MARCH 2024**

REVENUE BY PAYOR

	CURRENT MONTH				YEAR TO DATE			
	CURRENT YEAR		PRIOR YEAR		CURRENT YEAR		PRIOR YEAR	
	GROSS REVENUE	%	GROSS REVENUE	%	GROSS REVENUE	%	GROSS REVENUE	%
Medicare	\$ 50,501	38.0%	\$ 51,410	25.0%	\$ 296,047	34.2%	304,654	25.5%
Medicaid	23,078	17.4%	51,184	24.8%	145,360	16.8%	313,277	26.2%
PHC	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Commercial	21,509	16.2%	37,863	18.4%	147,398	17.0%	189,601	15.9%
Self Pay	37,527	28.3%	63,064	30.6%	276,810	31.9%	351,506	29.4%
Other	202	0.2%	2,533	1.2%	1,031	0.1%	35,257	3.0%
TOTAL	\$ 132,818	100.0%	\$ 206,054	100.0%	\$ 866,647	100.0%	1,194,294	100.0%

PAYMENTS BY PAYOR

	CURRENT MONTH				YEAR TO DATE			
	CURRENT YEAR		PRIOR YEAR		CURRENT YEAR		PRIOR YEAR	
	PAYMENTS	%	PAYMENTS	%	PAYMENTS	%	PAYMENTS	%
Medicare	31,782	53.0%	\$ 27,925	32.4%	\$ 123,176	43.5%	148,332	32.2%
Medicaid	12,215	20.3%	27,963	32.4%	69,529	24.5%	156,992	34.1%
PHC	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Commercial	12,254	20.4%	14,581	16.9%	61,424	21.7%	72,003	15.7%
Self Pay	3,362	5.6%	14,645	17.0%	28,396	10.0%	76,026	16.5%
Other	425	0.7%	1,098	1.3%	789	0.3%	6,686	1.5%
TOTAL	\$ 60,038	100.0%	\$ 86,211	100.0%	\$ 283,314	100.0%	460,038	100.0%

**ECTOR COUNTY HOSPITAL DISTRICT
FAMILY HEALTH CLINIC WEST UNIVERSITY
MARCH 2024**

REVENUE BY PAYOR

	CURRENT MONTH				YEAR TO DATE			
	CURRENT YEAR		PRIOR YEAR		CURRENT YEAR		PRIOR YEAR	
	GROSS REVENUE	%	GROSS REVENUE	%	GROSS REVENUE	%	GROSS REVENUE	%
Medicare	\$ 39,864	19.1%	\$ 49,946	23.2%	\$ 297,990	24.2%	\$ 249,531	21.4%
Medicaid	30,699	14.7%	\$ 56,975	26.4%	209,049	17.0%	320,388	27.5%
PHC	-	0.0%	\$ -	0.0%	-	0.0%	-	0.0%
Commercial	65,680	31.4%	\$ 58,096	26.9%	363,657	29.6%	302,631	26.0%
Self Pay	57,948	27.7%	\$ 44,200	20.5%	301,128	24.5%	250,066	21.4%
Other	14,929	7.1%	\$ 6,521	3.0%	57,825	4.7%	43,557	3.7%
TOTAL	\$ 209,121	100.0%	\$ 215,738	100.0%	\$ 1,229,650	100.0%	\$ 1,166,173	100.0%

PAYMENTS BY PAYOR

	CURRENT MONTH				YEAR TO DATE			
	CURRENT YEAR		PRIOR YEAR		CURRENT YEAR		PRIOR YEAR	
	PAYMENTS	%	PAYMENTS	%	PAYMENTS	%	PAYMENTS	%
Medicare	\$ 25,267	28.6%	\$ 21,936	26.3%	\$ 118,896	29.1%	\$ 122,165	26.1%
Medicaid	19,506	22.1%	20,152	24.1%	\$ 91,575	22.4%	153,636	32.8%
PHC	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Commercial	33,182	37.6%	28,475	34.1%	144,176	35.3%	121,060	25.8%
Self Pay	4,100	4.6%	10,354	12.4%	34,174	8.4%	58,413	12.5%
Other	6,302	7.1%	2,603	3.1%	19,450	4.8%	13,480	2.9%
TOTAL	\$ 88,357	100.0%	\$ 83,520	100.0%	\$ 408,272	100.0%	\$ 468,754	100.0%

**ECTOR COUNTY HOSPITAL DISTRICT
FAMILY HEALTH CLINIC JBS
MARCH 2024**

REVENUE BY PAYOR

	CURRENT MONTH				YEAR TO DATE			
	CURRENT YEAR		PRIOR YEAR		CURRENT YEAR		PRIOR YEAR	
	GROSS REVENUE	%	GROSS REVENUE	%	GROSS REVENUE	%	GROSS REVENUE	%
Medicare	\$ -	0.0%	\$ 607	0.2%	\$ (256)	0.0%	\$ 1,640	0.1%
Medicaid	269,208	70.2%	\$ 205,426	64.6%	1,557,903	68.8%	922,660	67.2%
PHC	-	0.0%	\$ -	0.0%	-	0.0%	-	0.0%
Commercial	97,062	25.3%	\$ 98,424	31.0%	605,244	26.7%	400,716	29.2%
Self Pay	14,945	3.9%	\$ 8,744	2.8%	85,988	3.8%	27,906	2.0%
Other	2,154	0.6%	\$ 4,723	1.5%	16,656	0.7%	20,302	1.5%
TOTAL	\$ 383,369	100.0%	\$ 317,924	100.0%	\$ 2,265,536	100.0%	\$ 1,373,223	100.0%

PAYMENTS BY PAYOR

	CURRENT MONTH				YEAR TO DATE			
	CURRENT YEAR		PRIOR YEAR		CURRENT YEAR		PRIOR YEAR	
	PAYMENTS	%	PAYMENTS	%	PAYMENTS	%	PAYMENTS	%
Medicare	\$ -	0.0%	\$ 192	0.1%	\$ -	0.0%	\$ 192	0.0%
Medicaid	129,405	67.7%	103,795	65.3%	625,306	69.6%	491,405	66.7%
PHC	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Commercial	54,782	28.7%	45,399	28.6%	237,673	26.5%	197,173	26.8%
Self Pay	5,253	2.7%	6,187	3.9%	29,155	3.2%	36,231	4.9%
Other	1,767	0.9%	3,285	2.1%	6,112	0.7%	12,070	1.6%
TOTAL	\$ 191,207	100.0%	\$ 158,858	100.0%	\$ 898,246	100.0%	\$ 737,071	100.0%

**ECTOR COUNTY HOSPITAL DISTRICT
FAMILY HEALTH CLINIC - WOMENS CLINIC
MARCH 2024**

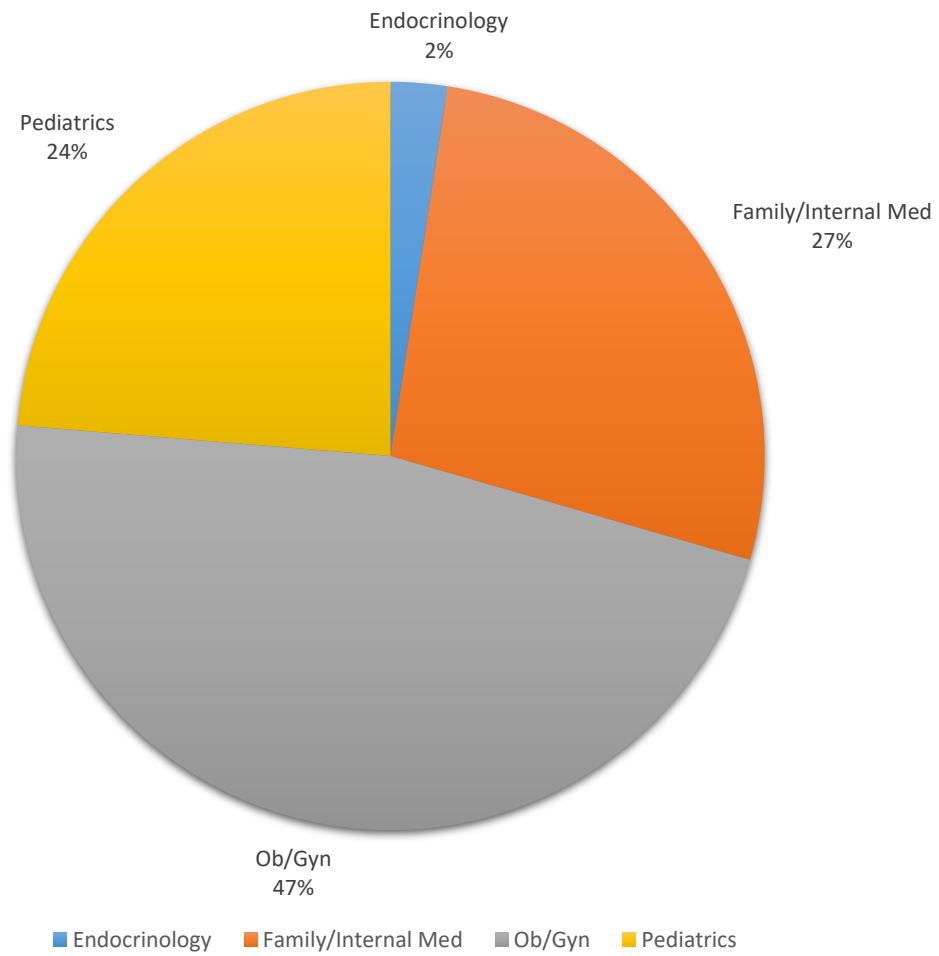
REVENUE BY PAYOR

	CURRENT MONTH				YEAR TO DATE			
	CURRENT YEAR		PRIOR YEAR		CURRENT YEAR		PRIOR YEAR	
	GROSS REVENUE	%	GROSS REVENUE	%	GROSS REVENUE	%	GROSS REVENUE	%
Medicare	\$ 62,938	6.5%	\$ -	0.0%	\$ 332,713	6.3%	\$ -	0.0%
Medicaid	326,486	33.9%	\$ -	0.0%	1,869,055	35.1%	-	0.0%
PHC	-	0.0%	\$ -	0.0%	-	0.0%	-	0.0%
Commercial	504,502	52.4%	\$ -	0.0%	2,821,734	52.9%	-	0.0%
Self Pay	44,624	4.6%	\$ -	0.0%	194,788	3.7%	-	0.0%
Other	23,324	2.4%	\$ -	0.0%	101,629	1.9%	-	0.0%
TOTAL	\$ 961,874	99.8%	\$ -	0.0%	\$ 5,319,918	99.9%	\$ -	0.0%

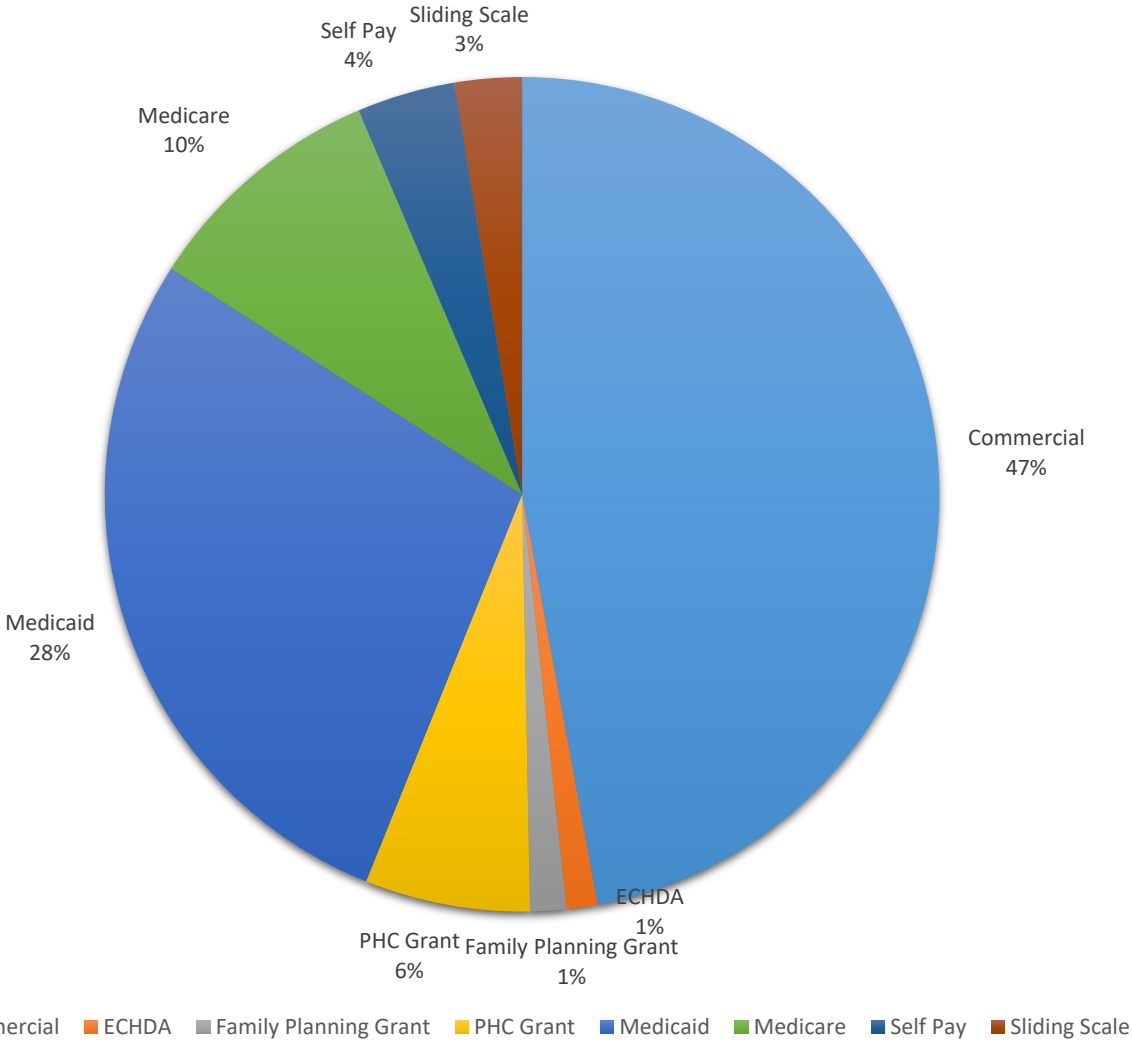
PAYMENTS BY PAYOR

	CURRENT MONTH				YEAR TO DATE			
	CURRENT YEAR		PRIOR YEAR		CURRENT YEAR		PRIOR YEAR	
	PAYMENTS	%	PAYMENTS	%	PAYMENTS	%	PAYMENTS	%
Medicare	\$ 14,437	4.3%	\$ -	0.0%	\$ 45,993	3.4%	\$ -	0.0%
Medicaid	77,619	22.9%	-	0.0%	333,798	24.4%	-	0.0%
PHC	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Commercial	196,331	58.0%	-	0.0%	702,886	51.3%	-	0.0%
Self Pay	45,269	13.4%	-	0.0%	268,067	19.6%	-	0.0%
Other	4,651	1.4%	-	0.0%	17,553	1.3%	-	0.0%
TOTAL	\$ 338,308	100.0%	\$ -	0.0%	\$ 1,368,297	100.0%	\$ -	0.0%

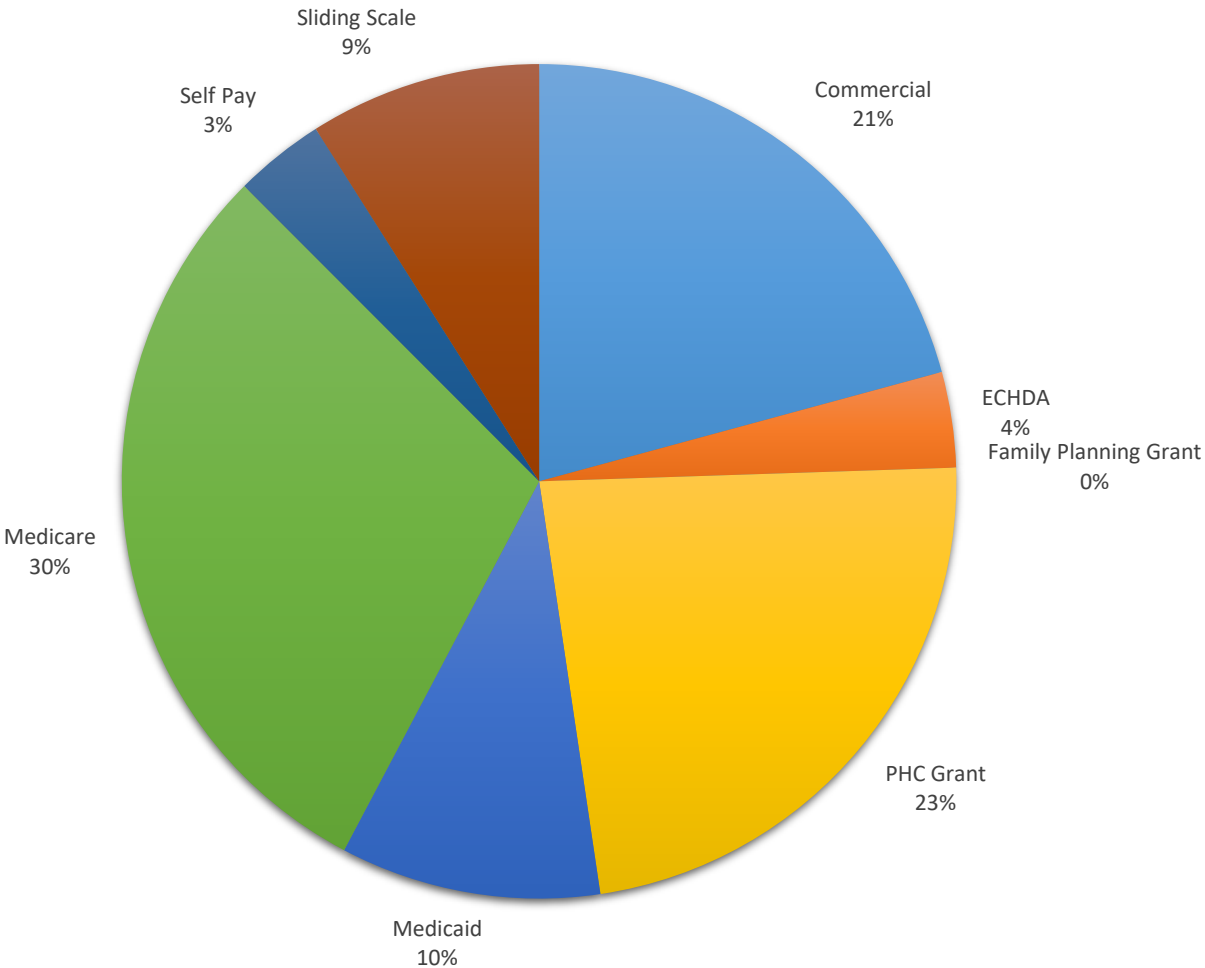
FHC March Visits By Service



Total FHC March Visits by Financial Class

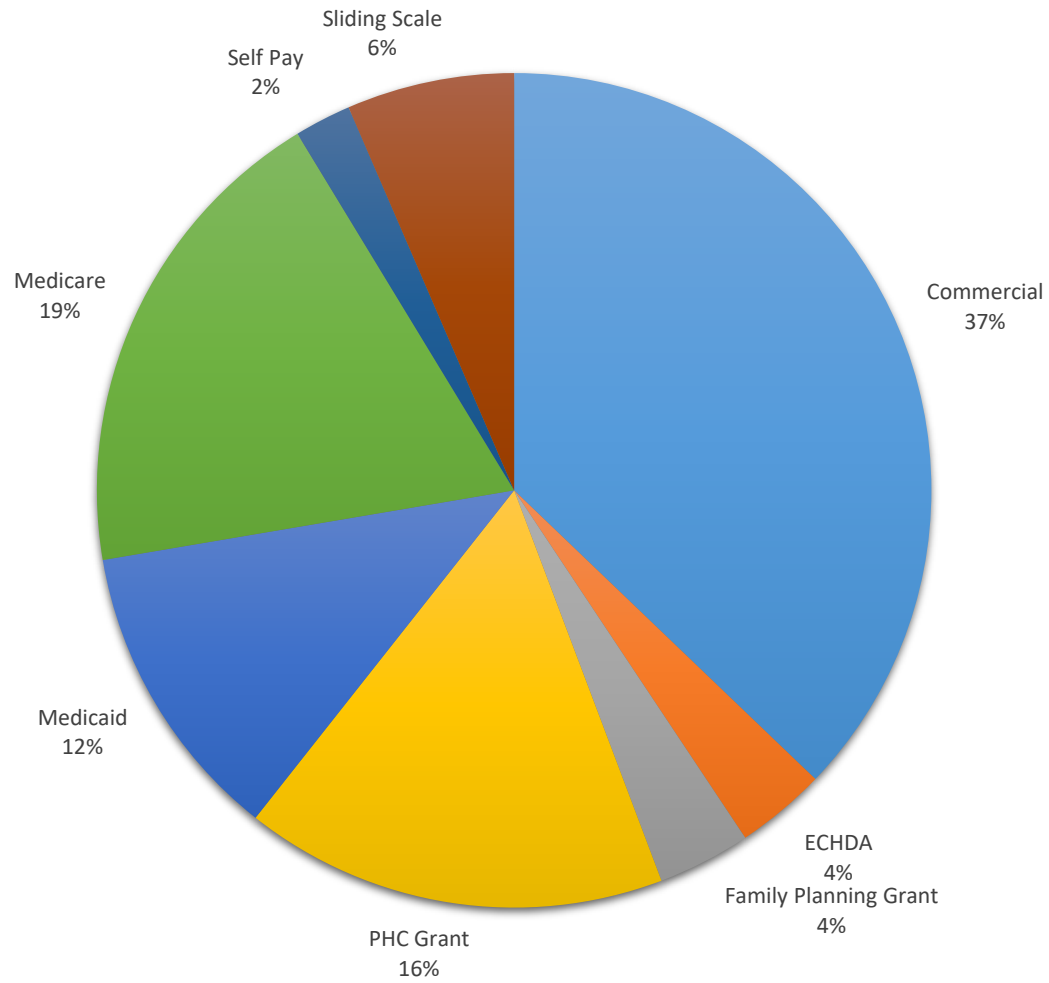


FHC Clements March Visits by Financial Class



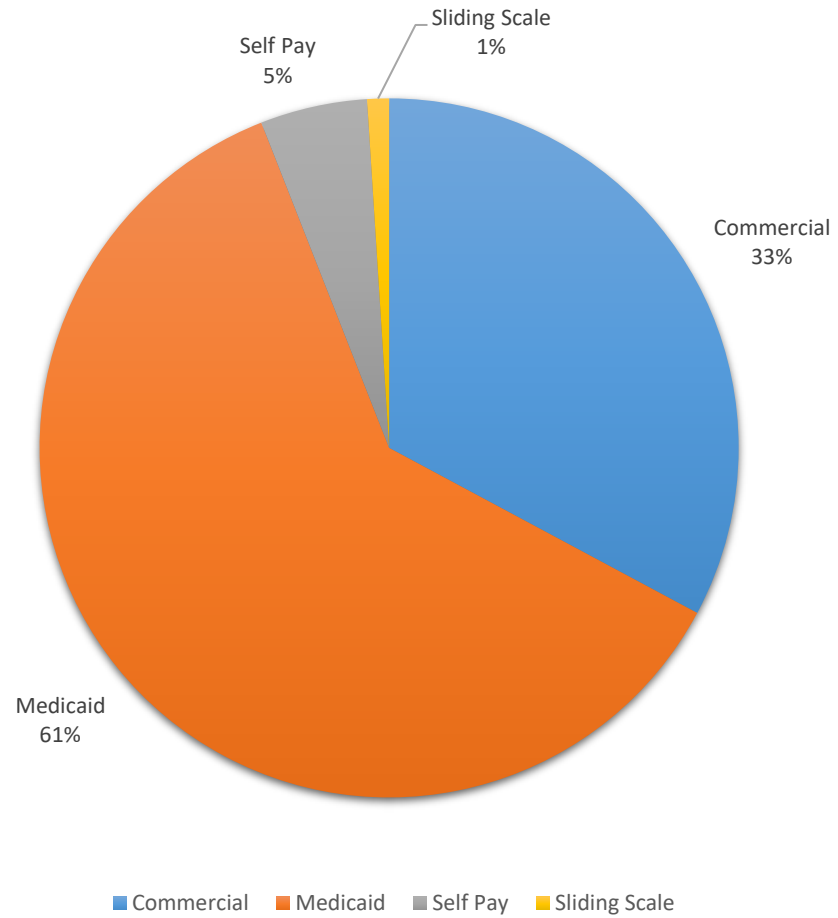
Commercial ECHDA Family Planning Grant PHC Grant Medicaid Medicare Self Pay Sliding Scale

FHC West University March Visits by Financial Class

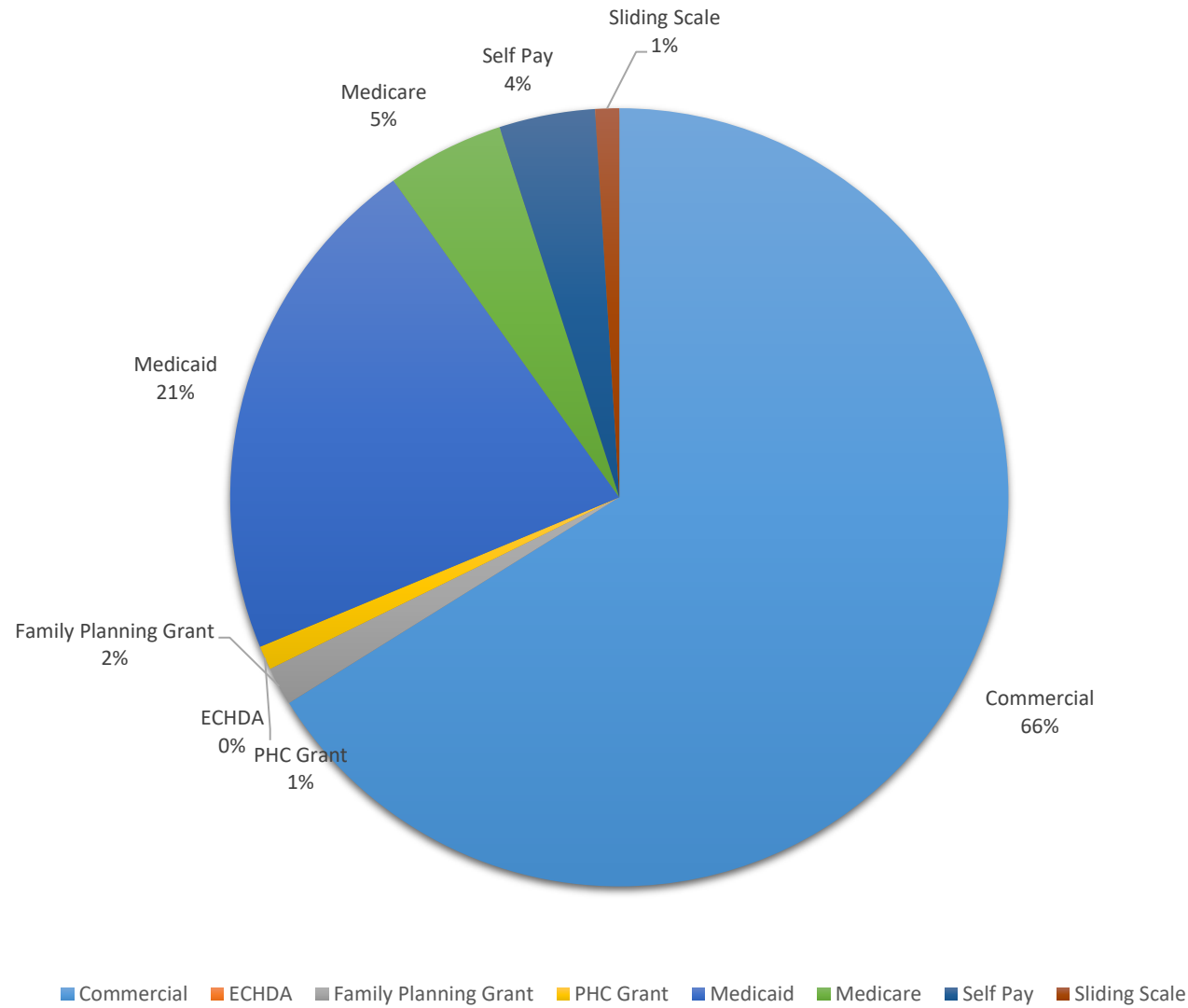


■ Commercial ■ ECHDA ■ Family Planning Grant ■ PHC Grant ■ Medicaid ■ Medicare ■ Self Pay ■ Sliding Scale

Healthy Kids Clinic March Visits by Financial Class



Womens Clinic March Visits by Financial Class



FHC Executive Director's Report-May 2024

- **Staffing Update:**
 - **Women's Clinic**-The Women's Clinic is currently in search of a RN and Medical Assistant.
 - **Family Health Clinic**-FHC West University is currently searching for an LVN. FHC Clements is in search of a front desk position and a Medical Assistant.
 - **Healthy Kids Clinic**: The Healthy Kids Clinic is in search of a Medical Assistant.

- **Provider Update:**
 - **West University**-We are currently searching for an additional physician for our West University location. Merritt Hawkins is assisting in the search.
 - **Women's Clinic**- Both Merritt Hawkins and Curative are assisting with the search to recruit another physician for the Women's Clinic.
 - **Clements**-We are currently searching for a nurse practitioner or physician assistant for our Clements location.

- **Community Outreach**: The Family Health Clinic will be participating in the following community events in April:
 - Harmony Home Party in the Parking Lot: Saturday April 13, 2024
 - YMCA Healthy Kids Day: Saturday, April 20, 2024



Investor Statement

December 31, 2023- March 31, 2024

Prepared for

ECTOR COUNTY HOSPITAL DISTRICT

ECTOR COUNTY HOSPITAL DISTRICT
PO BOX 7239
Odessa, TX 79761

Advisor

Charles Brown & Jarrod Patterson

Momentum Independent Network Inc.

ECTOR COUNTY HOSPITAL DISTRICT
March 31, 2024

Yield Summary

Sector	Cost Basis	Weighted Avg Yield	Market Value	Unrealized Gain/Loss
Treasuries/Agencies/CDs	\$ 50,675,844	1.60%	\$ 49,475,415	\$ -1,200,427
Money Market/Cash	\$ 8,603,503	4.84%	\$ 8,603,503	\$ -0
Total	\$ 59,279,345	2.07%	\$ 58,078,918	\$ -1,200,427

	03/31/2024	03/31/2023
3 MONTH TREASURY BILL	5.46%	4.85%
5 YEAR TREASURY BILL	4.21%	3.60%
10 YEAR TREASURY NOTE	4.20%	3.48%
30 YEAR TREASURY NOTE	4.34%	3.67%

The information is based on data received. Information supporting the recommendation is enclosed. Mutual funds, ETFs and variable products are sold by prospectus. Please consider the investment objectives, risks, charges, and expenses of the investment company carefully before investing. The prospectus contains this and other information about the investment company. Prospectuses may be obtained from the investment company or from your registered representative. Please read the prospectus carefully before investing. Investors should consider their individual investment time horizon and income tax brackets, both current and anticipated, when making an investment decision. ETFs trade like a stock and may trade for less than their net asset value. Asset allocation and Diversification does not ensure a profit and may not protect against loss in declining markets.

ECTOR COUNTY HOSPITAL DISTRICT Reports: Rollup of All Accounts



Holdings Detail As of Mar 31, 2024

Holdings	Units	Cost ¹	Portfolio Value	Gain/Loss ²	Gain/Loss %	% of Portfolio	Dur	Mat. Date	Price	YTM
26761549		\$ 3,153,889	\$ 3,047,519	\$ -106,370	-3.37 %	5.25 %				
US Treasury 0.250 06/15/24 91282CCG4	1,600,000	1,600,001	1,583,216	-16,785	-1.05	2.73	0.20	Jun 15, 2024	\$ 98.95	0.25 %
FHLBanks 0.860 10/27/25 '24 3130APGW9	1,500,000	1,497,680	1,408,095	-89,585	-5.98	2.42	1.52	Oct 27, 2025	93.87	0.90
Dreyfus Government Cash Mgmt Inv DGVXX	56,202.84	56,203	56,203	0	0.00	0.10			1.00	—
Cash		5	5			0.00				—
38285456		15,890,527	15,820,614	-69,914	-0.44	27.24				
US Treasury 0.250 06/15/24 91282CCG4	2,700,000	2,700,001	2,671,677	-28,324	-1.05	4.60	0.20	Jun 15, 2024	98.95	0.25
US Treasury 2.000 02/15/25 912828J27	5,180,000	5,054,031	5,042,316	-11,715	-0.23	8.68	0.84	Feb 15, 2025	97.34	4.42
FHLBanks 0.860 10/27/25 '24 3130APGW9	500,000	499,240	469,365	-29,875	-5.98	0.81	1.52	Oct 27, 2025	93.87	0.90
Dreyfus Government Cash Mgmt Inv DGVXX	7,584,765.87	7,584,766	7,584,766	0	0.00	13.06			1.00	—
Cash		52,490	52,490			0.09				—
26761610		2,321,190	2,268,560	-52,631	-2.27	3.91				
US Treasury 0.250 06/15/24 91282CCG4	1,600,000	1,600,001	1,583,216	-16,785	-1.05	2.73	0.20	Jun 15, 2024	98.95	0.25
FHLBanks 0.860 10/27/25 '24 3130APGW9	600,000	599,084	563,238	-35,846	-5.98	0.97	1.52	Oct 27, 2025	93.87	0.90
Dreyfus Government Cash Mgmt Inv DGVXX	122,100.58	122,101	122,101	0	0.00	0.21			1.00	—
Cash		5	5			0.00				—
26761530		5,527,052	5,218,439	-308,613	-5.58	8.99				
Freddie Mac 0.600 10/15/25 '24 MTN 3134GWYS9	750,000	740,772	702,757	-38,015	-5.13	1.21	1.49	Oct 15, 2025	93.70	0.92
Federal Farm 1.300 12/01/25 '24 3133ENGA2	4,600,000	4,610,376	4,339,778	-270,598	-5.87	7.47	1.60	Dec 1, 2025	94.34	1.03
Dreyfus Government Cash Mgmt Inv DGVXX	175,898.24	175,898	175,898	0	0.00	0.30			1.00	—
Cash		5	5			0.00				—
26761506		29,338,711	28,751,599	-587,111	-2.01	49.50				
Federal Farm 2.580 04/18/24 '24 3133ENUS7	3,502,000	3,502,548	3,496,712	-5,836	-0.17	6.02	0.04	Apr 18, 2024	99.85	1.42
Freddie Mac 0.600 10/15/25 '24 MTN 3134GWYS9	2,700,000	2,666,729	2,529,927	-136,802	-5.13	4.36	1.49	Oct 15, 2025	93.70	0.92
Federal Farm 1.300 12/01/25 '24 3133ENGA2	3,000,000	3,006,770	2,830,290	-176,480	-5.87	4.87	1.60	Dec 1, 2025	94.34	1.03
FHLBanks 0.860 10/27/25 '24 3130APGW9	2,300,000	2,296,432	2,159,079	-137,353	-5.98	3.72	1.52	Oct 27, 2025	93.87	0.90
FHLBanks 1.050 07/25/24 '24 3130AQJ38	9,725,000	9,467,308	9,585,544	118,236	1.25	16.50	0.30	Jul 25, 2024	98.57	2.27
US Treasury 1.750 03/15/25 91282CED9	6,859,000	6,845,054	6,648,840	-196,214	-2.87	11.45	0.92	Mar 15, 2025	96.94	1.82
Dreyfus Government Cash Mgmt Inv DGVXX	498,826.17	498,826	498,826	0	0.00	0.86			1.00	—
Morgan Stanley Bk N A Cd 1.10000% 11/19/202 61765Q6N4	250,000	241,192	227,820	-13,372	-5.54	0.39		Nov 19, 2026	91.13	1.89

ECTOR COUNTY HOSPITAL DISTRICT Reports: Rollup of All Accounts



Holdings Detail As of Mar 31, 2024

Holdings	Units	Cost ¹	Portfolio Value	Gain/Loss ²	Gain/Loss %	% of Portfolio	Dur	Mat. Date	Price	YTM
Goldman Bank USA 1.800 03/09/26 38149M2P7	250,000	250,003	235,855	-14,148	-5.66	0.41	1.87	Mar 9, 2026	94.34	1.80
MIDWEST INDPT BANKERSBANK JEFFERSON CITY MO CTF DEP 1.800% 03/16/26 DTD 03/16/22 CLB 59833LAY8	250,000	250,003	235,702	-14,300	-5.72	0.41			94.28	1.80
Live Oak Banking 1.900 09/15/25 538036VN1	250,000	250,002	239,160	-10,842	-4.34	0.41	1.40	Sep 15, 2025	95.66	1.90
Cash		63,844	63,844			0.11				—
38285461		3,047,976	2,972,188	-75,789	-2.49	5.12				
US Treasury 0.250 06/15/24 91282CCG4	2,100,000	2,100,001	2,077,971	-22,030	-1.05	3.58	0.20	Jun 15, 2024	98.95	0.25
FHLBanks 0.860 10/27/25 '24 3130APGW9	900,000	898,616	844,857	-53,759	-5.98	1.45	1.52	Oct 27, 2025	93.87	0.90
Dreyfus Government Cash Mgmt Inv DGVXX	49,354.52	49,355	49,355	0	0.00	0.08			1.00	—
Cash		5	5			0.00				—
Total		59,279,345	58,078,918	-1,200,427	-2.03					

¹ Cost basis values are not provided by the custodian in all cases, and should be independently verified from your original purchase records.

² Capital gain/loss data presented here is a general guide and should not be relied upon in the preparation of your tax returns.

³ Sector information is provided by Morningstar.

⁴ An indication of the current dividends and interest vs. the current market value of the holdings. The yield represents the current amount of income that is being generated from the portfolio without liquidating the principal or capital gains on the portfolio. However, the yield will fluctuate daily and current or past performance is not a guarantee of future results.

⁵ Net and Gross expense ratio data is obtained from a third party data provider and is believed to be accurate, but has not been verified by Envestnet.

For Canadian mutual funds and ETFs, management expense ratio (MER) will be used as a net expense ratio equivalent. MER differs from Net Expense Ratio in that MER takes into consideration investment management fees, operating expenses and taxes while Net Expense Ratio reflects the amount paid for investment management fees after accounting for discounts and temporary fee waivers, distribution fees, 12(b)-1 fees and other operating expenses.

These reports are not to be construed as an offer or the solicitation of an offer to buy or sell securities mentioned herein. Information contained in these reports is based on sources and data believed reliable. The information used to construct these reports was received via a variety of sources. These reports are for informational purposes only. These reports do not take the place of any brokerage statements, any fund company statements, or any tax forms. You are urged to compare this report with the statement you receive from your custodian covering the same period. Differences in positions may occur due to reporting dates used and whether certain assets are not maintained by your custodian. There may also be differences in the investment values shown due to the use of differing valuation sources and methods.

Note regarding loan balance: Your group annuity contract loan balance (if applicable) is not itemized in this report although it is reflected in your Contract Value. For more details regarding your loan balance please review your most recent group annuity statement or contact your Advisor who can assist you in obtaining this information.

ECTOR COUNTY HOSPITAL DISTRICT Reports: Rollup of All Accounts



Bond Analysis As of Mar 31, 2024

Overview ^{1 2}

Total Number of Issues	17
Face Value	50,116,000
Market Value	\$ 48,511,149
Long/Intermediate Term Average S&P Rating ³	AA+
Long/Intermediate Term Average Moody's Rating ³	#Aaa

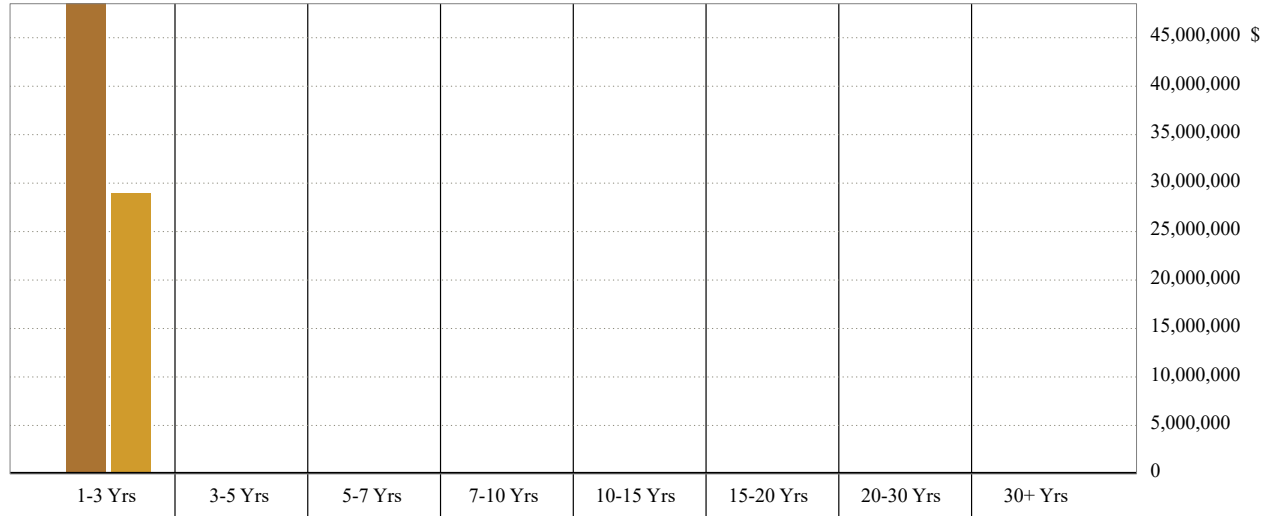
Statistics ^{1 2}

Average Bond Yield ⁴	1.25 %
Average Yield to Maturity ⁵	5.20 %
Average Yield to Worst ⁶	5.20 %
Average Coupon	1.21 %
Average Modified Duration (Years) ⁷	0.82
Average Effective Duration (Years) ⁸	0.82
Average Duration to Worst ⁹	0.82
Average Convexity (par) ¹⁰	0.01

Bond Analysis As of Mar 31, 2024

Bond Maturity vs. Call Date Distribution

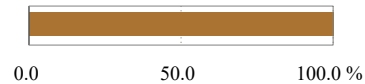
Maturity | Call Date



Period	Bond Maturity	Total %	Callable	Total %
1 to 3 Years	\$ 48,511,149	100.00 %	\$ 28,907,307	59.59 %

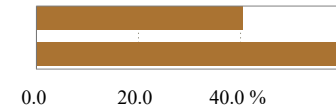
Bond Coupon Concentration ¹¹

\$
48,511,149 < 3%



Bond Distribution by Type ¹¹²

\$
19,603,843 Treasury bill/note
28,907,307 Agency Bond



ECTOR COUNTY HOSPITAL DISTRICT Reports: Rollup of All Accounts



Bond Analysis As of Mar 31, 2024

Bond Distribution by S&P Rating ^{1 13 14}



Bond Distribution by Moody Rating ^{1 15 14}



These reports are not to be construed as an offer or the solicitation of an offer to buy or sell securities mentioned herein. Information contained in these reports is based on sources and data believed reliable. The information used to construct these reports was received via a variety of sources. These reports are for informational purposes only. These reports do not take the place of any brokerage statements, any fund company statements, or any tax forms. You are urged to compare this report with the statement you receive from your custodian covering the same period. Differences in positions may occur due to reporting dates used and whether certain assets are not maintained by your custodian. There may also be differences in the investment values shown due to the use of differing valuation sources and methods.

- 1 Bond type, statistics and rating information is provided by Refinitiv.
- 2 Data is weighted and calculated, if information is available on at least 50% of holdings in total bond market value. If information is available on less than 50%, the data is shown as 'n/a'.
- 3 Average credit quality gives a snapshot of the portfolio's overall credit quality. It is an average of each bond's credit rating, adjusted for its relative weighting in the portfolio. Bonds with one year to maturity at the time of issuance are considered cash and are not include in the Average Credit ratings.
- 4 Average Bond Yield is an indication of the interest earned vs. the current market value of the holdings. The yield represents the current amount of income that is being generated from the portfolio without liquidating the principal or capital gains on the portfolio. The Average Bond Yield will fluctuate daily and current or past performance is not a guarantee of future results.
- 5 Average Yield to Maturity is the yield of the bonds taking into account the price discount or premium over face value. It is calculated with the cash-flow assumption that the instruments trade to maturity and is averaged with the corresponding weights of the constituent bonds.
- 6 Average Yield To Worst is an arithmetic average of the Daily Yield To Worst which is the lowest amount an investor could earn if the bond is purchased at the current price and held until the bond matures or is called.
- 7 Average Modified Duration is a measurement of change in the value of a bond to a change in interest rates; it determines the effect a 100 basis point (1%) change in interest rates will have on the price of the bond. It is calculated with the cash-flow assumption that the instrument trades to maturity and is averaged with the corresponding weights of the constituent bonds.
- 8 Average Effective Duration is a simulated measure of duration which measures change in price for given change in rates. It is calculated using an option based model that accounts for embedded options and is averaged with the corresponding weights of the constituent bonds.
- 9 Average Duration to Worst represents the percentage change in value per unit shift in the yield curve. It is calculated using certain cash flow assumptions and is averaged with the corresponding weights of the constituent bonds.
- 10 Convexity is the measure of the sensitivity of a bond's price to a change in yield. A high convexity bond is more sensitive to changes in interest rates and should consequently witness larger fluctuations in price when interest rates move. The opposite is true of low convexity bonds, whose prices don't fluctuate as much when interest rates change. Average convexity is calculated using certain cash flow assumptions and is averaged with the corresponding weights of the constituent bonds.
- 11 The Group By Bond Coupon Concentration Holdings Report includes only Bonds Holdings.
- 12 The Group By Bond Distribution by Type Holdings Report includes only Bonds Holdings.
- 13 The Group By Bond Distribution by S&P Rating Holdings Report includes only Bonds Holdings.
- 14 Parent style classifications are provided by Morningstar, Inc. and mapped into one of the style classifications supported on this platform. Sector information is provided by Morningstar. Bond type and rating information is provided by Refinitiv.
- 15 The Group By Bond Distribution by Moody Rating Holdings Report includes only Bonds Holdings.



ECTOR COUNTY HOSPITAL DISTRICT

Investment Portfolio

March 31, 2024

Charles Brown, Jarrod Patterson
Momentum Independent Network

All prices and values reflected in this report are captured from the current Hilltop Securities statements.

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ECTOR COUNTY HOSPITAL DISTRICT
March 31, 2024

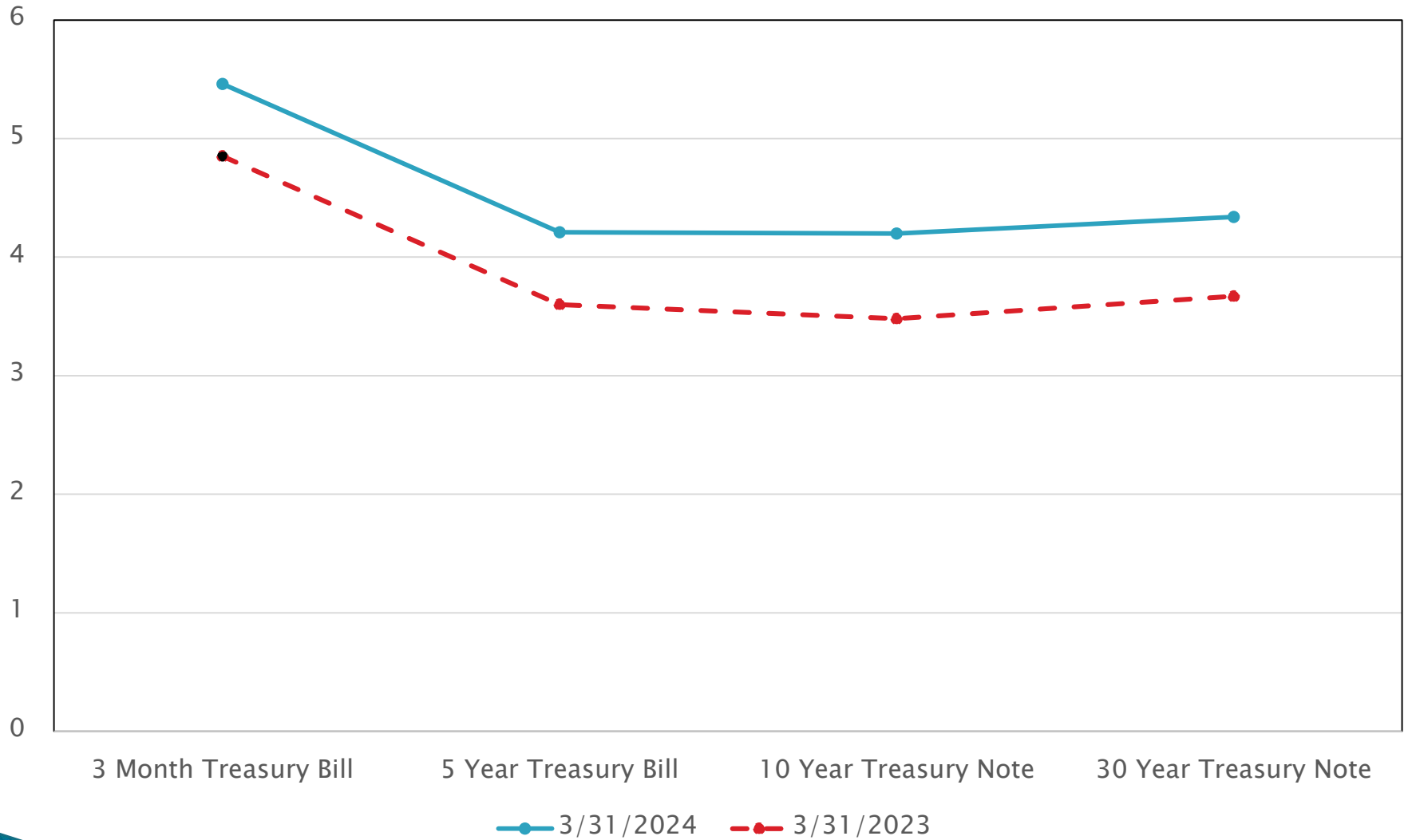
Yield Summary

Sector	Cost Basis	Weighted Avg Yield	Market Value	Unrealized Gain/Loss
Treasuries/Agencies/CDs	\$ 50,675,844	1.60%	\$ 49,475,415	\$ -1,200,427
Money Market/Cash	\$ 8,603,503	4.84%	\$ 8,603,503	\$ -0
Total	\$ 59,279,345	2.07%	\$ 58,078,918	\$ -1,200,427

	03/31/2024	03/31/2023
3 MONTH TREASURY BILL	5.46%	4.85%
5 YEAR TREASURY BILL	4.21%	3.60%
10 YEAR TREASURY NOTE	4.20%	3.48%
30 YEAR TREASURY NOTE	4.34%	3.67%

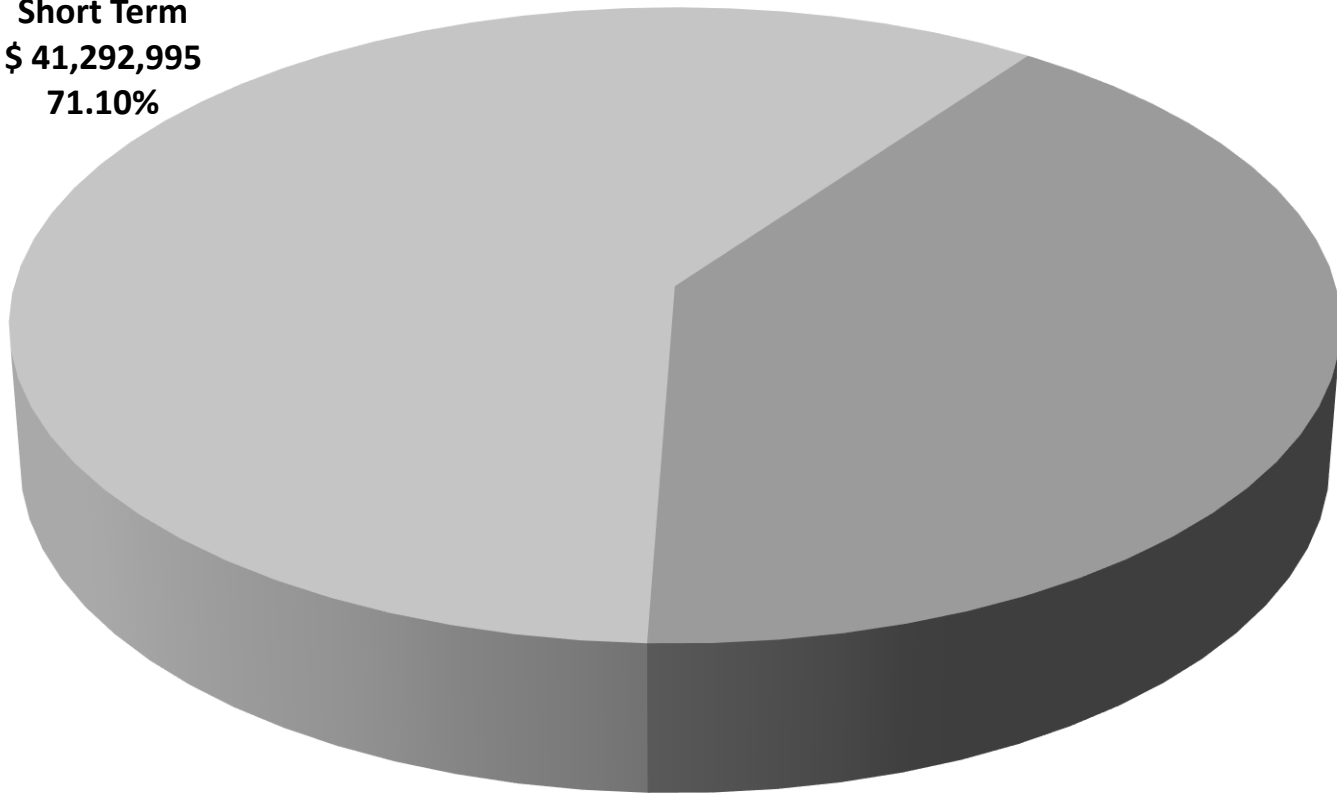
The information is based on data received. Information supporting the recommendation is enclosed. Mutual funds, ETFs and variable products are sold by prospectus. Please consider the investment objectives, risks, charges, and expenses of the investment company carefully before investing. The prospectus contains this and other information about the investment company. Prospectuses may be obtained from the investment company or from your registered representative. Please read the prospectus carefully before investing. Investors should consider their individual investment time horizon and income tax brackets, both current and anticipated, when making an investment decision. ETFs trade like a stock and may trade for less than their net asset value. Asset allocation and Diversification does not ensure a profit and may not protect against loss in declining markets.

Yield Curve



Asset Distribution by Market Value

Short Term
\$ 41,292,995
71.10%



**Treasuries,
Agencies,
& CDs
1-5 Yrs**
\$16,785,923
28.90%

**Charles Brown and Jarrod Patterson,
Financial Consultants
600 Strada Circle Suite 210
Mansfield, TX 76063
979-249-2545**

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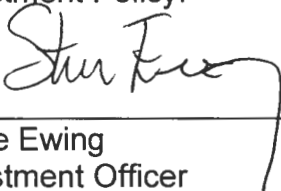


MEMORANDUM

TO: Russell Tippin, President and Chief Executive Officer
FROM: Steve Ewing, Chief Financial Officer
RE: **Quarterly Investment Report – Second Quarter 2024**
DATE: May 7, 2024

The Investment Report of Ector County Hospital District for the second quarter ended March 31, 2024, will be presented at the Finance Committee meeting May 7, 2024. This report was prepared to provide the Hospital President and Chief Financial Officer and Board of Directors information as required under the Public Funds Investment Act. Investments purchased during the second quarter of fiscal 2024 met the requirements of the Investment Policy and the Public Funds Investment Act.

To the best of my knowledge, as of March 31, 2024, the investment portfolio is in compliance with the Public Funds Investment Act and with the District's Investment Policy.



Steve Ewing
Investment Officer

**ECTOR COUNTY HOSPITAL DISTRICT
MONTHLY STATISTICAL REPORT
MARCH 2024**

	CURRENT MONTH					YEAR-TO-DATE				
	BUDGET			PRIOR YEAR		BUDGET			PRIOR YEAR	
	ACTUAL	AMOUNT	VAR.%	AMOUNT	VAR.%	ACTUAL	AMOUNT	VAR.%	AMOUNT	VAR.%
<u>Hospital InPatient Admissions</u>										
Acute / Adult	1,202	1,091	10.2%	1,072	12.1%	7,009	6,431	9.0%	6,357	10.3%
Neonatal ICU (NICU)	16	27	-40.7%	27	-40.7%	121	157	-22.9%	165	-26.7%
Total Admissions	1,218	1,118	8.9%	1,099	10.8%	7,130	6,588	8.2%	6,522	9.3%
<u>Patient Days</u>										
Adult & Pediatric	4,671	4,302	8.6%	4,353	7.3%	26,656	25,360	5.1%	25,088	6.3%
ICU	453	442	2.5%	412	10.0%	2,672	2,605	2.6%	2,658	0.5%
CCU	412	405	1.7%	407	1.2%	2,624	2,388	9.9%	2,452	7.0%
NICU	342	433	-21.0%	506	-32.4%	1,809	2,520	-28.2%	2,760	-34.5%
Total Patient Days	5,878	5,582	5.3%	5,678	3.5%	33,761	32,873	2.7%	32,958	2.4%
Observation (Obs) Days	692	522	32.6%	549	26.0%	3,784	3,079	22.9%	2,238	69.1%
Nursery Days	313	262	19.5%	228	37.3%	1,832	1,544	18.7%	1,624	12.8%
Total Occupied Beds / Bassinets	6,883	6,366	8.1%	6,455	6.6%	39,377	37,496	5.0%	36,820	6.9%
<u>Average Length of Stay (ALOS)</u>										
Acute / Adult & Pediatric	4.61	4.72	-2.4%	4.82	-4.5%	4.56	4.72	-3.4%	4.75	-4.0%
NICU	21.38	16.04	33.3%	18.74	14.1%	14.95	16.05	-6.9%	16.73	-10.6%
Total ALOS	4.83	4.99	-3.3%	5.17	-6.6%	4.74	4.99	-5.1%	5.05	-6.3%
Acute / Adult & Pediatric w/o OB	5.36			5.81	-7.7%	5.33			5.81	-8.3%
Average Daily Census	189.6	180.1	5.3%	183.2	3.5%	184.5	179.6	2.7%	181.1	1.9%
Hospital Case Mix Index (CMI)	1.7487	1.7500	-0.1%	1.7825	-1.9%	1.7047	1.7500	-2.6%	1.7394	-2.0%
CMI Adjusted LOS	2.76	2.85	-3.3%	2.90	-4.8%	2.78	2.85	-2.6%	2.91	-4.4%
<u>Medicare</u>										
Admissions	500	422	18.5%	445	12.4%	2,819	2,488	13.3%	2,426	16.2%
Patient Days	2,662	2,374	12.1%	2,471	7.7%	15,274	13,971	9.3%	13,730	11.2%
Average Length of Stay	5.32	5.63	-5.4%	5.55	-4.1%	5.42	5.62	-3.5%	5.66	-4.3%
Case Mix Index	1.8809	2.0200	-6.9%	2.1198	-11.3%	1.9496	2.0200	-3.5%	2.0191	-3.4%
<u>Medicaid</u>										
Admissions	117	142	-17.6%	142	-17.6%	739	836	-11.6%	898	-17.7%
Patient Days	519	674	-23.0%	695	-25.3%	2,968	3,969	-25.2%	4,261	-30.3%
Average Length of Stay	4.44	4.75	-6.5%	4.89	-9.4%	4.02	4.75	-15.4%	4.74	-15.4%
Case Mix Index	1.1639	1.1800	-1.4%	1.2506	-6.9%	1.1158	1.1800	-5.4%	1.1642	-4.2%
<u>Commercial</u>										
Admissions	395	308	28.2%	306	29.1%	2,250	1,815	24.0%	1,769	27.2%
Patient Days	1,763	1,383	27.5%	1,464	20.4%	9,579	8,148	17.6%	8,222	16.5%
Average Length of Stay	4.46	4.49	-0.6%	4.78	-6.7%	4.26	4.49	-5.2%	4.65	-8.4%
Case Mix Index	1.7387	1.7000	2.3%	1.6447	5.7%	1.6341	1.7000	-3.9%	1.6901	-3.3%
<u>Self Pay</u>										
Admissions	182	212	-14.2%	178	2.2%	1,160	1,249	-7.1%	1,225	-5.3%
Patient Days	770	960	-19.8%	871	-11.6%	5,079	5,657	-10.2%	5,576	-8.9%
Average Length of Stay	4.23	4.53	-6.6%	4.89	-13.5%	4.38	4.53	-3.3%	4.55	-3.8%
Case Mix Index	1.5721	1.5800	-0.5%	1.5545	1.1%	1.5432	1.5800	-2.3%	1.5649	-1.4%
<u>All Other</u>										
Admissions	24	34	-29.4%	28	-14.3%	162	200	-19.0%	204	-20.6%
Patient Days	164	192	-14.6%	177	-7.3%	861	1,131	-23.9%	1,169	-26.3%
Average Length of Stay	6.83	5.65	21.0%	6.32	8.1%	5.31	5.66	-6.0%	5.73	-7.3%
Case Mix Index	3.1557	2.2500	40.3%	2.0461	54.2%	2.1552	2.2500	-4.2%	2.3024	-6.4%
<u>Radiology</u>										
InPatient	4,907	4,286	14.5%	4,480	9.5%	28,493	25,244	12.9%	25,276	12.7%
OutPatient	8,402	8,598	-2.3%	8,648	-2.8%	49,046	50,667	-3.2%	45,641	7.5%
<u>Cath Lab</u>										
InPatient	642	637	0.8%	712	-9.8%	3,954	3,755	5.3%	3,696	7.0%
OutPatient	643	492	30.7%	459	40.1%	3,199	2,898	10.4%	2,876	11.2%
<u>Laboratory</u>										
InPatient	83,646	74,947	11.6%	75,769	10.4%	482,524	441,378	9.3%	443,521	8.8%
OutPatient	70,453	71,253	-1.1%	70,493	-0.1%	420,931	419,905	0.2%	396,207	6.2%
<u>Other</u>										
Deliveries	172	180	-4.4%	160	7.5%	1,085	1,061	2.3%	1,121	-3.2%
<u>Surgical Cases</u>										
InPatient	254	259	-1.9%	251	1.2%	1,359	1,525	-10.9%	1,407	-3.4%
OutPatient	523	585	-10.6%	560	-6.6%	3,027	3,447	-12.2%	3,144	-3.7%
Total Surgical Cases	777	844	-7.9%	811	-4.2%	4,386	4,972	-11.8%	4,551	-3.6%
<u>GI Procedures (Endo)</u>										
InPatient	137	149	-8.1%	156	-12.2%	849	880	-3.5%	766	10.8%
OutPatient	176	303	-41.9%	226	-22.1%	1,138	1,785	-36.2%	1,120	1.6%
Total GI Procedures	313	452	-30.8%	382	-18.1%	1,987	2,665	-25.4%	1,886	5.4%

**ECTOR COUNTY HOSPITAL DISTRICT
MONTHLY STATISTICAL REPORT
MARCH 2024**

	CURRENT MONTH					YEAR-TO-DATE				
	BUDGET			PRIOR YEAR		BUDGET			PRIOR YEAR	
	ACTUAL	AMOUNT	VAR.%	AMOUNT	VAR.%	ACTUAL	AMOUNT	VAR.%	AMOUNT	VAR.%
OutPatient (O/P)										
Emergency Room Visits	5,613	5,123	9.6%	5,659	-0.8%	32,797	30,194	8.6%	31,919	2.8%
Observation Days	692	522	32.6%	549	26.0%	3,784	3,079	22.9%	2,238	69.1%
Other O/P Occasions of Service	19,480	21,419	-9.1%	21,077	-7.6%	122,724	126,223	-2.8%	120,201	2.1%
Total O/P Occasions of Svc.	25,785	27,064	-4.7%	27,285	-5.5%	159,305	159,496	-0.1%	154,358	3.2%
Hospital Operations										
Manhours Paid	290,916	279,909	3.9%	280,641	3.7%	1,701,937	1,642,298	3.6%	1,624,623	4.8%
FTE's	1,642.3	1,580.1	3.9%	1,584.3	3.7%	1,627.5	1,570.5	3.6%	1,562.1	4.2%
Adjusted Patient Days	11,210	11,131	0.7%	10,777	4.0%	64,711	65,528	-1.2%	62,438	3.6%
Hours / Adjusted Patient Day	25.95	25.15	3.2%	26.04	-0.3%	26.30	25.06	4.9%	26.02	1.1%
Occupancy - Actual Beds	54.3%	51.6%	5.3%	51.4%	5.6%	52.9%	51.5%	2.7%	51.9%	1.9%
FTE's / Adjusted Occupied Bed	4.5	4.4	3.2%	4.6	-0.3%	4.6	4.4	5.0%	4.6	1.1%
Family Health Clinic - Clements										
Total Medical Visits	455	712	-36.1%	761	-40.2%	3,071	4,197	-26.8%	4,251	-27.8%
Manhours Paid	1,366	2,308	-40.8%	2,056	-33.5%	11,084	13,599	-18.5%	12,088	-8.3%
FTE's	7.7	13.0	-40.8%	11.6	-33.5%	10.6	13.0	-18.5%	11.6	-8.8%
Family Health Clinic - West University										
Total Medical Visits	726	682	6.5%	703	3.3%	3,981	4,019	-0.9%	3,837	3.8%
Manhours Paid	1,263	1,249	1.1%	956	32.2%	7,145	7,360	-2.9%	6,544	9.2%
FTE's	7.1	7.1	1.1%	5.4	32.2%	6.8	7.0	-2.9%	6.3	8.6%
Family Health Clinic - JBS										
Total Medical Visits	872	757	15.2%	840	3.8%	5,397	4,459	21.0%	3,833	40.8%
Manhours Paid	1,706	1,709	-0.2%	1,416	20.5%	9,561	10,062	-5.0%	7,982	19.8%
FTE's	9.6	9.6	-0.2%	8.0	20.5%	9.1	9.6	-5.0%	7.7	19.1%
Family Health Clinic - Womens										
Total Medical Visits	1,610	1,977	-18.6%	-	0.0%	9,674	11,050	-12.5%	-	0.0%
Manhours Paid	3,234	4,746	-31.9%	-	0.0%	19,649	26,529	-25.9%	-	0.0%
FTE's	18.3	26.8	-31.9%	-	0.0%	18.8	25.4	-25.9%	-	0.0%
Total ECHD Operations										
Total Admissions	1,218	1,118	8.9%	1,099	10.8%	7,130	6,588	8.2%	6,522	9.3%
Total Patient Days	5,878	5,582	5.3%	5,678	3.5%	33,761	32,873	2.7%	32,958	2.4%
Total Patient and Obs Days	6,570	6,104	7.6%	6,227	5.5%	37,545	35,952	4.4%	35,196	6.7%
Total FTE's	1,685.0	1,636.7	3.0%	1,609.3	4.7%	1,672.9	1,625.5	2.9%	1,587.7	5.4%
FTE's / Adjusted Occupied Bed	4.7	4.6	2.2%	4.6	0.7%	4.7	4.5	4.2%	4.6	2.2%
Total Adjusted Patient Days	11,210	11,131	0.7%	10,777	4.0%	64,711	65,528	-1.2%	62,438	3.6%
Hours / Adjusted Patient Day	26.63	26.05	2.2%	26.45	0.7%	27.03	25.94	4.2%	26.45	2.2%
Outpatient Factor	1.9072	1.9940	-4.4%	1.8981	0.5%	1.9167	1.9934	-3.8%	1.8945	1.2%
Blended O/P Factor	2.0909	2.2094	-5.4%	2.1104	-0.9%	2.1176	2.2148	-4.4%	2.1227	-0.2%
Total Adjusted Admissions	2,323	2,229	4.2%	2,086	11.4%	13,666	13,132	4.1%	12,356	10.6%
Hours / Adjusted Admisssion	127.10	127.92	-0.6%	136.66	-7.0%	126.57	127.42	-0.7%	133.64	-5.3%
FTE's - Hospital Contract	57.7	44.4	29.9%	55.5	4.0%	54.2	44.1	23.0%	47.5	14.2%
FTE's - Mgmt Services	51.6	42.8	20.6%	35.6	44.7%	56.5	42.8	32.1%	39.3	43.7%
Total FTE's (including Contract)	1,794.3	1,723.8	4.1%	1,700.4	5.5%	1,783.6	1,712.4	4.2%	1,674.5	6.5%
Total FTE'S per Adjusted Occupied Bed (including Contract)	5.0	4.8	3.3%	4.9	1.4%	5.0	4.8	5.5%	4.9	3.4%
ProCare FTEs	209.4	227.1	-7.8%	219.9	-4.7%	204.4	226.4	-9.7%	217.7	-6.1%
TraumaCare FTEs	8.4	9.0	-6.9%	9.4	-11.1%	9.2	9.6	-3.7%	9.4	-2.0%
Total System FTEs	2,012.1	1,959.9	2.7%	1,929.7	4.3%	1,997.2	1,948.3	2.5%	1,901.6	5.0%
Urgent Care Visits										
JBS Clinic	1,300	1,618	-19.7%	1,377	-5.6%	9,040	9,536	-5.2%	10,006	-9.7%
West University	813	1,088	-25.3%	895	-9.2%	6,375	6,412	-0.6%	6,326	0.8%
Total Urgent Care Visits	2,113	2,706	-21.9%	2,272	-7.0%	15,415	15,948	-3.3%	16,332	-5.6%
Retail Clinic Visits										
Retail Clinic	111	156	-28.8%	182	-39.0%	554	1,630	-66.0%	1,556	-64.4%

**ECTOR COUNTY HOSPITAL DISTRICT
BALANCE SHEET - BLENDED
MARCH 2024**

	CURRENT YEAR	PRIOR FISCAL YEAR END			CURRENT YEAR CHANGE
		HOSPITAL AUDITED	PRO CARE AUDITED	TRAUMA CARE AUDITED	
ASSETS					
CURRENT ASSETS:					
Cash and Cash Equivalents	\$ 15,830,733	\$ 16,567,281	\$ 4,400	\$ -	\$ (740,948)
Investments	58,092,538	56,460,783	-	-	1,631,755
Patient Accounts Receivable - Gross	253,322,344	247,541,752	29,112,091	2,371,321	(25,702,820)
Less: 3rd Party Allowances	(156,410,608)	(154,534,985)	(16,400,026)	(1,845,686)	16,370,090
Bad Debt Allowance	(56,121,322)	(59,928,158)	(8,542,555)	(400,000)	12,749,391
Net Patient Accounts Receivable	40,790,414	33,078,609	4,169,509	125,635	3,416,661
Taxes Receivable	10,907,430	13,086,087	-	-	(2,178,657)
Accounts Receivable - Other	10,182,221	10,882,264	35,402	-	(735,444)
Inventories	10,212,194	9,697,439	477,883	-	36,872
Prepaid Expenses	4,466,248	4,285,500	112,263	37,639	30,846
Total Current Assets	150,481,778	144,057,962	4,799,457	163,274	1,461,085
CAPITAL ASSETS:					
Property and Equipment	515,081,940	512,532,942	399,150	-	2,149,848
Construction in Progress	11,676,158	4,378,451	-	-	7,297,706
	526,758,098	516,911,393	399,150	-	9,447,554
Less: Accumulated Depreciation and Amortization	(367,965,290)	(358,580,014)	(321,730)	-	(9,063,546)
Total Capital Assets	158,792,808	158,331,379	77,420	-	384,009
LEASE ASSETS					
Leased Assets	2,337,842	53,343	-	-	2,284,500
Less Accumulated Amortization Lease Assets	(1,554,096)	(4,355)	-	-	(1,549,742)
Total Lease Assets	783,746	48,988	-	-	734,758
SUBSCRIPTION ASSETS					
Subscription Assets	7,409,770	7,429,526	-	-	(19,756)
Less Accumulated Amortization Subscription Assets	(2,078,243)	(1,751,574)	-	-	(326,669)
Total Subscription Assets	5,331,527	5,677,953	-	-	(346,425)
LT Lease Receivable	6,785,811	7,245,067	-	-	(459,256)
RESTRICTED ASSETS:					
Restricted Assets Held by Trustee	4,896	4,896	-	-	-
Restricted Assets Held in Endowment	6,397,388	6,192,628	-	-	204,760
Restricted TPC, LLC	1,668,033	1,668,033	-	-	-
Investment in PBBHC	30,997,988	30,997,988	-	-	-
Restricted MCH West Texas Services	2,277,905	2,289,594	-	-	(11,690)
Pension, Deferred Outflows of Resources	19,214,396	19,214,396	-	-	-
Assets whose use is Limited	257,290	-	239,765	-	17,525
TOTAL ASSETS	\$ 382,993,565	\$ 375,728,883	\$ 5,116,641	\$ 163,274	\$ 1,984,766
LIABILITIES AND FUND BALANCE					
CURRENT LIABILITIES:					
Current Maturities of Long-Term Debt	\$ 1,790,000	\$ 2,331,892	\$ -	\$ -	\$ (541,892)
Self-Insurance Liability - Current Portion	3,640,526	3,640,526	-	-	-
Current Portion of Lease Liabilities	546,879	3,492	-	-	543,387
Current Portion of Subscription Liabilities	1,121,217	1,180,800	-	-	(59,583)
Accounts Payable	29,947,371	28,380,319	179,825	(122,858)	1,510,084
A/R Credit Balances	1,653,692	1,728,310	-	-	(74,618)
Accrued Interest	230,822	126,618	-	-	104,204
Accrued Salaries and Wages	11,408,775	6,721,029	4,737,246	243,053	(292,553)
Accrued Compensated Absences	4,864,778	4,623,356	-	-	241,423
Due to Third Party Payors	-	1,085,299	-	-	(1,085,299)
Deferred Revenue	9,133,609	329,369	232,401	-	8,571,840
Total Current Liabilities	64,337,670	50,151,010	5,149,472	120,195	9,037,188
ACCRUED POST RETIREMENT BENEFITS	49,983,848	54,025,950	-	-	(4,042,102)
LESSOR DEFERRED INFLOWS OF RESOURCES	7,644,437	8,144,265	-	-	(499,828)
SELF-INSURANCE LIABILITIES - Less Current Portion	2,422,562	2,422,562	-	-	-
LEASE LIABILITIES	596,496	46,484	-	-	550,012
SUBSCRIPTION LIABILITIES	3,997,964	4,459,894	-	-	(461,930)
LONG-TERM DEBT - Less Current Maturities	30,546,628	30,990,450	-	-	(443,821)
Total Liabilities	159,529,605	150,240,615	5,149,472	120,195	4,019,324
FUND BALANCE	223,463,960	225,488,269	(32,831)	43,079	223,496,790
TOTAL LIABILITIES AND FUND BALANCE	\$ 382,993,565	\$ 375,728,883	\$ 5,116,641	\$ 163,274	\$ 1,984,766

**ECTOR COUNTY HOSPITAL DISTRICT
BLENDED OPERATIONS SUMMARY
MARCH 2024**

	CURRENT MONTH					YEAR TO DATE				
	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR
<u>PATIENT REVENUE</u>										
Inpatient Revenue	\$ 59,021,205	\$ 52,787,978	11.8%	\$ 56,424,359	4.6%	\$ 336,011,449	\$ 311,367,007	7.9%	\$ 318,229,727	5.6%
Outpatient Revenue	64,387,887	63,843,138	0.9%	62,650,866	2.8%	375,536,924	378,233,851	-0.7%	357,271,101	5.1%
TOTAL PATIENT REVENUE	\$ 123,409,092	\$ 116,631,116	5.8%	\$ 119,075,224	3.6%	\$ 711,548,373	\$ 689,600,858	3.2%	\$ 675,500,828	5.3%
<u>DEDUCTIONS FROM REVENUE</u>										
Contractual Adjustments	\$ 77,476,612	\$ 72,982,259	6.2%	\$ 77,931,735	-0.6%	\$ 460,322,656	\$ 431,343,595	6.7%	\$ 432,742,980	6.4%
Policy Adjustments	1,242,715	1,405,408	-11.6%	1,543,961	-19.5%	7,356,674	8,581,465	-14.3%	9,909,697	-25.8%
Uninsured Discount	9,605,027	11,084,865	-13.4%	7,914,365	21.4%	50,566,011	65,504,148	-22.8%	62,982,059	-19.7%
Indigent	130,775	1,222,809	-89.3%	811,292	-83.9%	2,954,341	7,194,992	-58.9%	5,895,772	-49.9%
Provision for Bad Debts	8,276,303	4,310,205	92.0%	4,341,981	90.6%	41,129,114	25,861,877	59.0%	27,644,508	48.8%
TOTAL REVENUE DEDUCTIONS	\$ 96,731,432	\$ 91,005,546	6.3%	\$ 92,543,333	4.5%	\$ 562,328,795	\$ 538,486,077	4.4%	\$ 539,175,015	4.3%
	78.38%	78.03%		77.72%		79.03%	78.09%		79.82%	
<u>OTHER PATIENT REVENUE</u>										
Medicaid Supplemental Payments	\$ 1,551,832	\$ 1,551,832	0.0%	\$ 2,094,222	-25.9%	\$ 8,312,584	\$ 9,310,992	-10.7%	\$ 12,593,770	-34.0%
DSRIP/CHIRP	360,790	1,116,944	-67.7%	(621,605)	-158.0%	7,468,320	6,701,664	11.4%	4,208,239	77.5%
Medicare Meaningful Use Subsidy	-	-	0.0%	(14,868)	-100.0%	-	-	0.0%	(14,868)	-100.0%
TOTAL OTHER PATIENT REVENUE	\$ 1,912,622	\$ 2,668,776	-28.3%	\$ 1,457,749	31.2%	\$ 15,780,904	\$ 16,012,656	-1.4%	\$ 16,787,141	-6.0%
NET PATIENT REVENUE	\$ 28,590,283	\$ 28,294,346	1.0%	\$ 27,989,641	2.1%	\$ 165,000,482	\$ 167,127,437	-1.3%	\$ 153,112,954	7.8%
<u>OTHER REVENUE</u>										
Tax Revenue	\$ 6,028,677	\$ 5,767,551	4.5%	\$ 4,380,659	37.6%	\$ 38,060,963	\$ 35,762,941	6.4%	\$ 36,500,782	4.3%
Other Revenue	1,343,890	1,308,925	2.7%	1,021,969	31.5%	9,120,186	7,815,674	16.7%	5,821,504	56.7%
TOTAL OTHER REVENUE	\$ 7,372,567	\$ 7,076,476	4.2%	\$ 5,402,628	36.5%	\$ 47,181,150	\$ 43,578,615	8.3%	\$ 42,322,286	11.5%
NET OPERATING REVENUE	\$ 35,962,850	\$ 35,370,822	1.7%	\$ 33,392,269	7.7%	\$ 212,181,632	\$ 210,706,052	0.7%	\$ 195,435,239	8.6%
<u>OPERATING EXPENSES</u>										
Salaries and Wages	\$ 15,769,826	\$ 15,078,079	4.6%	\$ 15,543,865	1.5%	\$ 90,238,222	\$ 89,241,571	1.1%	\$ 85,998,646	4.9%
Benefits	1,090,101	2,186,481	-50.1%	3,207,968	-66.0%	12,268,340	13,257,145	-7.5%	19,626,882	-37.5%
Temporary Labor	1,832,531	1,413,339	29.7%	1,375,212	33.3%	10,702,019	8,343,807	28.3%	7,826,573	36.7%
Physician Fees	1,221,610	1,174,342	4.0%	1,281,766	-4.7%	6,932,246	7,043,852	-1.6%	6,935,243	0.0%
Texas Tech Support	955,039	954,677	0.0%	939,528	1.7%	5,771,692	5,728,062	0.8%	5,341,245	8.1%
Purchased Services	4,535,898	4,712,793	-3.8%	4,755,773	-4.6%	27,875,437	27,416,765	1.7%	26,735,146	4.3%
Supplies	6,752,637	6,272,742	7.7%	6,501,064	3.9%	39,351,518	36,877,489	6.7%	34,459,694	14.2%
Utilities	491,717	377,181	30.4%	309,717	58.8%	2,384,981	1,905,282	25.2%	1,998,295	19.4%
Repairs and Maintenance	703,725	924,439	-23.9%	1,014,533	-30.6%	4,492,388	5,546,662	-19.0%	5,442,043	-17.5%
Leases and Rent	98,903	98,931	0.0%	118,589	-16.6%	641,322	589,170	8.9%	754,677	-15.0%
Insurance	190,196	190,806	-0.3%	169,892	12.0%	1,123,955	1,144,836	-1.8%	1,094,286	2.7%
Interest Expense	203,458	92,772	119.3%	69,715	191.8%	654,133	558,174	17.2%	419,789	55.8%
ECHDA	207,291	182,272	13.7%	125,609	65.0%	1,119,313	1,093,632	2.3%	1,087,790	2.9%
Other Expense	125,015	159,981	-21.9%	128,357	-2.6%	1,006,898	1,756,200	-42.7%	1,403,790	-28.3%
TOTAL OPERATING EXPENSES	\$ 34,177,946	\$ 33,818,835	1.1%	\$ 35,541,588	-3.8%	\$ 204,562,464	\$ 200,502,647	2.0%	\$ 199,124,278	2.7%
Depreciation/Amortization	\$ 2,068,812	\$ 1,870,410	10.6%	\$ 1,784,082	16.0%	\$ 12,002,136	\$ 11,151,579	7.6%	\$ 10,352,484	15.9%
(Gain) Loss on Sale of Assets	597	-	0.0%	(109)	-648.5%	(27,403)	-	0.0%	(114,253)	-76.0%
TOTAL OPERATING COSTS	\$ 36,247,356	\$ 35,689,245	1.6%	\$ 37,325,562	-2.9%	\$ 216,537,197	\$ 211,654,226	2.3%	\$ 209,362,509	3.4%
NET GAIN (LOSS) FROM OPERATIONS	\$ (284,506)	\$ (318,423)	10.7%	\$ (3,933,293)	92.8%	\$ (4,355,566)	\$ (948,174)	359.4%	\$ (13,927,270)	-68.7%
Operating Margin	-0.79%	-0.90%	-12.1%	-11.78%	-93.3%	-2.05%	-0.45%	356.2%	-7.13%	-71.2%
<u>NONOPERATING REVENUE/EXPENSE</u>										
Interest Income	\$ 232,156	\$ 92,032	152.3%	\$ 99,505	133.3%	\$ 1,045,080	\$ 552,192	89.3%	\$ 491,526	112.6%
Tobacco Settlement	-	-	0.0%	-	0.0%	-	-	-	-	-
Trauma Funds	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
Donations	-	1,820	-100.0%	500	-100.0%	(3,000)	10,920	-127.5%	2,500	-220.0%
COVID-19 Stimulus	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
						8,300,703	10,761,579		(3,154,997)	
CHANGE IN NET POSITION BEFORE INVESTMENT ACTIVITY	\$ (52,350)	\$ (224,571)	76.7%	\$ (3,833,288)	98.6%	\$ (3,313,486)	\$ (385,062)	-760.5%	\$ (13,433,244)	75.3%
Unrealized Gain/(Loss) on Investments	\$ 125,104	\$ -	0.0%	\$ 735,037	-83.0%	\$ 1,157,966	\$ -	0.0%	\$ 1,175,714	-1.5%
Investment in Subsidiaries	115,844	149,961	-22.8%	108,620	6.7%	120,962	899,766	-86.6%	223,665	-45.9%
CHANGE IN NET POSITION	\$ 188,598	\$ (74,610)	352.8%	\$ (2,989,631)	106.3%	\$ (2,034,558)	\$ 514,704	495.3%	\$ (12,033,864)	83.1%

**ECTOR COUNTY HOSPITAL DISTRICT
HOSPITAL OPERATIONS SUMMARY
MARCH 2024**

	CURRENT MONTH					YEAR TO DATE				
	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR
PATIENT REVENUE										
Inpatient Revenue	\$ 59,021,205	\$ 52,787,978	11.8%	\$ 56,424,359	4.6%	\$ 336,011,449	\$ 311,367,007	7.9%	\$ 318,229,727	5.6%
Outpatient Revenue	53,542,007	52,473,045	2.0%	50,673,482	5.7%	308,030,536	309,302,137	-0.4%	284,645,677	8.2%
TOTAL PATIENT REVENUE	\$ 112,563,212	\$ 105,261,023	6.9%	\$ 107,097,840	5.1%	\$ 644,041,985	\$ 620,669,144	3.8%	\$ 602,875,404	6.8%
DEDUCTIONS FROM REVENUE										
Contractual Adjustments	\$ 71,836,230	\$ 67,203,166	6.9%	\$ 71,198,977	0.9%	\$ 425,903,604	\$ 396,113,410	7.5%	\$ 394,631,721	7.9%
Policy Adjustments	211,457	512,615	-58.7%	550,807	-61.6%	559,017	3,025,164	-81.5%	4,749,722	-88.2%
Uninsured Discount	9,375,638	10,678,949	-12.2%	7,726,773	21.3%	49,198,944	63,008,615	-21.9%	60,295,483	-18.4%
Indigent Care	128,944	1,206,583	-89.3%	797,185	-83.8%	2,916,101	7,102,922	-58.9%	5,807,461	-49.8%
Provision for Bad Debts	7,692,430	3,481,589	120.9%	3,852,185	99.7%	34,615,752	20,519,269	68.7%	21,810,573	58.7%
TOTAL REVENUE DEDUCTIONS	\$ 89,244,700	\$ 83,082,902	7.4%	\$ 84,125,926	6.1%	\$ 513,193,419	\$ 489,769,380	4.8%	\$ 487,294,961	5.3%
	79.28%	78.93%		78.55%		79.68%	78.91%		80.83%	
OTHER PATIENT REVENUE										
Medicaid Supplemental Payments	\$ 1,551,832	\$ 1,551,832	0.0%	\$ 2,094,222	-25.9%	\$ 8,312,584	\$ 9,310,992	-10.7%	\$ 12,593,770	-34.0%
DSRIP/CHIRP	360,790	1,116,944	-67.7%	(621,605)	-158.0%	7,468,320	6,701,664	11.4%	4,208,239	77.5%
TOTAL OTHER PATIENT REVENUE	\$ 1,912,622	\$ 2,668,776	-28.3%	\$ 1,457,749	31.2%	\$ 15,780,904	\$ 16,012,656	-1.4%	\$ 16,787,141	-6.0%
NET PATIENT REVENUE	\$ 25,231,134	\$ 24,846,897	1.5%	\$ 24,429,663	3.3%	\$ 146,629,471	\$ 146,912,420	-0.2%	\$ 132,367,584	10.8%
OTHER REVENUE										
Tax Revenue	\$ 6,028,677	\$ 5,767,551	4.5%	\$ 4,380,659	37.6%	\$ 38,060,963	\$ 35,762,941	6.4%	\$ 36,500,782	4.3%
Other Revenue	1,176,257	1,086,933	8.2%	820,057	43.4%	7,844,705	6,488,972	20.9%	4,604,803	70.4%
TOTAL OTHER REVENUE	\$ 7,204,934	\$ 6,854,484	5.1%	\$ 5,200,716	38.5%	\$ 45,905,668	\$ 42,251,913	8.6%	\$ 41,105,585	11.7%
NET OPERATING REVENUE	\$ 32,436,068	\$ 31,701,381	2.3%	\$ 29,630,380	9.5%	\$ 192,535,139	\$ 189,164,333	1.8%	\$ 173,473,169	11.0%
OPERATING EXPENSE										
Salaries and Wages	\$ 11,131,638	\$ 10,441,765	6.6%	\$ 10,931,847	1.8%	\$ 63,658,743	\$ 61,436,339	3.6%	\$ 59,387,987	7.2%
Benefits	635,863	1,729,508	-63.2%	2,716,937	-76.6%	9,551,245	10,360,987	-7.8%	16,733,590	-42.9%
Temporary Labor	940,126	715,911	31.3%	1,024,236	-8.2%	5,198,326	4,193,849	24.0%	5,845,335	-11.1%
Physician Fees	1,274,431	1,192,549	6.9%	1,278,488	-0.3%	7,315,260	7,155,294	2.2%	7,222,620	1.3%
Texas Tech Support	955,039	954,677	0.0%	939,528	1.7%	5,771,692	5,728,062	0.8%	5,341,245	8.1%
Purchased Services	4,765,597	5,010,769	-4.9%	4,780,205	-0.3%	29,594,406	29,349,546	0.8%	27,023,863	9.5%
Supplies	6,688,618	6,189,512	8.1%	6,376,249	4.9%	38,941,597	36,386,610	7.0%	33,705,786	15.5%
Utilities	490,104	376,409	30.2%	308,947	58.6%	2,379,736	1,900,935	25.2%	1,993,963	19.3%
Repairs and Maintenance	703,725	922,539	-23.7%	1,009,815	-30.3%	4,488,075	5,535,262	-18.9%	5,437,157	-17.5%
Leases and Rentals	(52,438)	(47,469)	10.5%	(57,331)	-8.5%	(235,878)	(284,814)	-17.2%	(281,012)	-16.1%
Insurance	129,830	129,036	0.6%	123,194	5.4%	772,612	774,216	-0.2%	749,651	3.1%
Interest Expense	203,458	92,772	119.3%	69,715	191.8%	654,133	558,174	17.2%	419,789	55.8%
ECHDA	207,291	182,272	13.7%	125,609	65.0%	1,119,313	1,093,632	2.3%	1,087,970	2.9%
Other Expense	83,420	105,585	-21.0%	84,669	-1.5%	687,842	1,378,939	-50.1%	1,129,672	-39.1%
TOTAL OPERATING EXPENSES	\$ 28,156,702	\$ 27,995,835	0.6%	\$ 29,712,108	-5.2%	\$ 169,897,100	\$ 165,567,031	2.6%	\$ 165,797,615	2.5%
Depreciation/Amortization	\$ 2,057,391	\$ 1,863,286	10.4%	\$ 1,777,068	15.8%	\$ 11,949,776	\$ 11,108,835	7.6%	\$ 10,314,295	15.9%
(Gain)/Loss on Disposal of Assets	597	-	0.0%	(109)	-648.5%	(27,403)	-	0.0%	(113,746)	-75.9%
TOTAL OPERATING COSTS	\$ 30,214,691	\$ 29,859,121	1.2%	\$ 31,489,067	-4.0%	\$ 181,819,474	\$ 176,675,866	2.9%	\$ 175,998,164	3.3%
NET GAIN (LOSS) FROM OPERATIONS	\$ 2,221,377	\$ 1,842,260	20.6%	\$ (1,858,688)	219.5%	\$ 10,715,665	\$ 12,488,467	-14.2%	\$ (2,524,995)	-524.4%
Operating Margin	6.85%	5.81%	17.8%	-6.27%	-209.2%	5.57%	6.60%	-15.7%	-1.46%	-482.4%
NONOPERATING REVENUE/EXPENSE										
Interest Income	\$ 232,156	\$ 92,032	152.3%	\$ 99,505	133.3%	\$ 1,045,080	\$ 552,192	89.3%	\$ 491,526	112.6%
Tobacco Settlement	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
Trauma Funds	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
Donations	-	1,820	-100.0%	500	-100.0%	(3,000)	10,920	-127.5%	2,500	-220.0%
COVID-19 Stimulus	-	-	0.0%	-	0.0%	-	-	-	-	0.0%
CHANGE IN NET POSITION BEFORE CAPITAL CONTRIBUTION	\$ 2,453,534	\$ 1,936,112	26.7%	\$ (1,758,682)	-239.5%	\$ 11,757,745	\$ 13,051,579	-9.9%	\$ (2,030,970)	-678.9%
Procure & Trauma Care Capital Contribution	(2,519,792)	(2,157,908)	16.8%	(1,997,767)	26.1%	(15,297,121)	(13,462,736)	13.6%	(11,266,055)	35.8%
CHANGE IN NET POSITION BEFORE INVESTMENT ACTIVITY	\$ (66,258)	\$ (221,796)	70.1%	\$ (3,756,449)	98.2%	\$ (3,539,376)	\$ (411,157)	-760.8%	\$ (13,297,024)	73.4%
Unrealized Gain/(Loss) on Investments	\$ 125,104	\$ -	0.0%	\$ 735,037	-83.0%	\$ 1,157,966	\$ -	0.0%	\$ 1,175,714	-1.5%
Investment in Subsidiaries	115,844	149,961	-22.8%	108,620	6.7%	120,962	899,766	-86.6%	223,665	-45.9%
CHANGE IN NET POSITION	\$ 174,689	\$ (71,835)	343.2%	\$ (2,912,791)	106.0%	\$ (2,260,448)	\$ 488,609	562.6%	\$ (11,897,644)	81.0%

**ECTOR COUNTY HOSPITAL DISTRICT
PROCARE OPERATIONS SUMMARY
MARCH 2024**

	CURRENT MONTH					YEAR TO DATE				
	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR
PATIENT REVENUE										
Outpatient Revenue	\$ 10,643,448	\$ 11,222,408	-5.2%	\$ 11,907,088	-10.6%	\$ 66,244,503	\$ 67,616,805	-2.0%	\$ 71,660,144	-7.6%
TOTAL PATIENT REVENUE	\$ 10,643,448	\$ 11,222,408	-5.2%	\$ 11,907,088	-10.6%	\$ 66,244,503	\$ 67,616,805	-2.0%	\$ 71,660,144	-7.6%
DEDUCTIONS FROM REVENUE										
Contractual Adjustments	\$ 5,508,776	\$ 5,691,908	-3.2%	\$ 6,665,851	-17.4%	\$ 33,832,799	\$ 34,453,937	-1.8%	\$ 37,498,966	-9.8%
Policy Adjustments	1,008,782	866,733	16.4%	981,229	2.8%	6,619,097	5,324,274	24.3%	5,003,823	32.3%
Uninsured Discount	229,389	405,916	-43.5%	187,592	22.3%	1,367,068	2,495,533	-45.2%	2,686,576	-49.1%
Indigent	1,831	16,226	-88.7%	14,107	-87.0%	38,239	92,070	-58.5%	88,310	-56.7%
Provision for Bad Debts	561,602	811,728	-30.8%	483,821	16.1%	6,342,440	5,192,243	22.2%	5,758,104	10.1%
TOTAL REVENUE DEDUCTIONS	\$ 7,310,379	\$ 7,792,511	-6.2%	\$ 8,332,600	-12.3%	\$ 48,199,643	\$ 47,558,057	1.3%	\$ 51,035,779	-5.6%
	68.68%	69.44%		69.98%		72.76%	70.33%		71.22%	
NET PATIENT REVENUE	\$ 3,333,069	\$ 3,429,897	-2.8%	\$ 3,574,488	-6.8%	\$ 18,044,860	\$ 20,058,748	-10.0%	\$ 20,624,365	-12.5%
OTHER REVENUE										
Other Income	\$ 166,994	\$ 221,952	-24.8%	\$ 201,907	-17.3%	\$ 1,267,888	\$ 1,326,462	-4.4%	\$ 1,216,343	4.2%
TOTAL OTHER REVENUE	\$ 166,994	\$ 221,952	-24.8%	\$ 201,907	-17.3%	\$ 1,267,888	\$ 1,326,462	-4.4%	\$ 1,216,343	4.2%
NET OPERATING REVENUE	\$ 3,500,063	\$ 3,651,849	-4.2%	\$ 3,776,395	-7.3%	\$ 19,312,748	\$ 21,385,210	-9.7%	\$ 21,840,708	-11.6%
OPERATING EXPENSE										
Salaries and Wages	\$ 4,400,144	\$ 4,387,255	0.3%	\$ 4,358,564	1.0%	\$ 25,100,364	\$ 26,302,940	-4.6%	\$ 25,119,716	-0.1%
Benefits	431,744	437,355	-1.3%	427,063	1.1%	2,604,706	2,779,102	-6.3%	2,632,327	-1.0%
Temporary Labor	892,405	697,428	28.0%	350,975	154.3%	5,503,693	4,149,958	32.6%	1,981,238	177.8%
Physician Fees	206,427	241,041	-14.4%	262,527	-21.4%	1,172,475	1,444,046	-18.8%	1,268,111	-7.5%
Purchased Services	(230,191)	(298,678)	-22.9%	(26,143)	780.5%	(1,725,368)	(1,936,993)	-10.9%	(292,951)	489.0%
Supplies	64,019	82,793	-22.7%	124,815	-48.7%	408,606	487,331	-16.2%	750,753	-45.6%
Utilities	1,612	772	108.9%	770	109.3%	5,246	4,347	20.7%	4,332	21.1%
Repairs and Maintenance	-	1,900	-100.0%	4,718.30	-100.0%	4,312	11,400	-62.2%	4,886	-11.7%
Leases and Rentals	149,347	144,407	3.4%	173,927	-14.1%	865,241	862,026	0.4%	1,023,729	-15.5%
Insurance	52,090	54,425	-4.3%	46,330	12.4%	301,692	326,550	-7.6%	304,606	-1.0%
Other Expense	40,835	53,935	-24.3%	43,599	-6.3%	316,543	374,495	-15.5%	272,334	16.2%
TOTAL OPERATING EXPENSES	\$ 6,008,434	\$ 5,802,633	3.5%	\$ 5,767,147	4.2%	\$ 34,557,508	\$ 34,805,202	-0.7%	\$ 33,069,080	4.5%
Depreciation/Amortization	\$ 11,421	\$ 7,124	60.3%	\$ 7,015	62.8%	\$ 52,360	\$ 42,744	22.5%	\$ 38,189	37.1%
(Gain)/Loss on Sale of Assets	-	-	0.0%	-	0.0%	-	-	0.0%	(506)	-100.0%
TOTAL OPERATING COSTS	\$ 6,019,855	\$ 5,809,757	3.6%	\$ 5,774,162	4.3%	\$ 34,609,869	\$ 34,847,946	-0.7%	\$ 33,106,762	4.5%
NET GAIN (LOSS) FROM OPERATIONS	\$ (2,519,792)	\$ (2,157,908)	16.8%	\$ (1,997,767)	26.1%	\$ (15,297,121)	\$ (13,462,736)	13.6%	\$ (11,266,055)	35.8%
Operating Margin	-71.99%	-59.09%	21.8%	-52.90%	36.1%	-79.21%	-62.95%	25.8%	-51.58%	53.6%
COVID-19 Stimulus	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%
MCH Contribution	\$ 2,519,792	\$ 2,157,908	16.8%	\$ 1,997,767	26.1%	\$ 15,297,121	\$ 13,462,736	13.6%	\$ 11,266,055	35.8%
CAPITAL CONTRIBUTION	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%

MONTHLY STATISTICAL REPORT

	CURRENT MONTH					YEAR TO DATE				
Total Office Visits	7,780	8,092	-3.86%	9,864	-21.13%	45,636	46,005	-0.80%	54,631	-16.47%
Total Hospital Visits	7,064	6,188	14.16%	6,017	17.40%	40,107	35,204	13.93%	34,133	17.50%
Total Procedures	11,874	11,932	-0.49%	12,567	-5.51%	75,384	72,483	4.00%	76,806	-1.85%
Total Surgeries	708	843	-16.01%	869	-18.53%	4,570	4,839	-5.56%	4,811	-5.01%
Total Provider FTE's	84.3	88.6	-4.81%	89.6	-5.84%	84.1	88.6	-5.07%	89.1	-5.58%
Total Staff FTE's	114.0	126.8	-10.10%	118.6	-3.90%	108.2	126.1	-14.16%	116.5	-7.10%
Total Administrative FTE's	11.1	11.7	-5.09%	11.7	-4.87%	12.1	11.6	3.84%	12.1	-0.34%
Total FTE's	209.4	227.1	-7.78%	219.9	-4.74%	204.4	226.4	-9.68%	217.7	-6.10%

**ECTOR COUNTY HOSPITAL DISTRICT
TRAUMACARE OPERATIONS SUMMARY
MARCH 2024**

	CURRENT MONTH					YEAR TO DATE				
	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR
PATIENT REVENUE										
Outpatient Revenue	\$ 202,432	\$ 147,685	37.1%	\$ 70,296	188.0%	\$ 1,261,885	\$ 1,314,909	-4.0%	\$ 965,280	30.7%
TOTAL PATIENT REVENUE	\$ 202,432	\$ 147,685	37.1%	\$ 70,296	188.0%	\$ 1,261,885	\$ 1,314,909	-4.0%	\$ 965,280	30.7%
DEDUCTIONS FROM REVENUE										
Contractual Adjustments	\$ 131,606	\$ 87,185	50.9%	\$ 66,906	96.7%	\$ 586,253	\$ 776,248	-24.5%	\$ 612,292	-4.3%
Policy Adjustments	22,477	26,060	-13.8%	11,926	88.5%	178,560	232,027	-23.0%	156,152	14.3%
Uninsured Discount	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
Indigent	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
Provision for Bad Debts	22,270	16,888	31.9%	5,975	272.7%	170,921	150,365	13.7%	75,831	125.4%
TOTAL REVENUE DEDUCTIONS	\$ 176,352	\$ 130,133	35.5%	\$ 84,807	107.9%	\$ 935,734	\$ 1,158,640	-19.2%	\$ 844,275	10.8%
	87.12%	88.12%		120.64%		74.15%	88.12%		87.46%	
NET PATIENT REVENUE	\$ 26,080	\$ 17,552	48.6%	\$ (14,511)	-279.7%	\$ 326,151	\$ 156,269	108.7%	\$ 121,005	169.5%
						25.8%				
OTHER REVENUE										
Other Income	\$ 639	\$ 40	1498.6%	\$ 5	13249.7%	\$ 7,594	\$ 240	3064.0%	\$ 358	2020.8%
TOTAL OTHER REVENUE	\$ 639	\$ 40	1498.6%	\$ 5	13249.7%	\$ 7,594	\$ 240	3064.0%	\$ 358	2020.8%
NET OPERATING REVENUE	\$ 26,719	\$ 17,592	51.9%	\$ (14,506)	-284.2%	\$ 333,745	\$ 156,509	113.2%	\$ 121,363	175.0%
OPERATING EXPENSE										
Salaries and Wages	\$ 238,044	\$ 249,059	-4.4%	\$ 253,454	-6.1%	\$ 1,479,115	\$ 1,502,292	-1.5%	\$ 1,490,943	-0.8%
Benefits	22,495	19,618	14.7%	63,967	-64.8%	112,389	117,056	-4.0%	260,965	-56.9%
Temporary Labor	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
Physician Fees	(259,248)	(259,248)	0.0%	(259,248)	0.0%	(1,555,488)	(1,555,488)	0.0%	(1,555,488)	0.0%
Purchased Services	492	702	-29.9%	1,710	-71.2%	6,399	4,212	51.9%	4,234	51.1%
Supplies	-	437	-100.0%	-	0.0%	1,316	3,548	-62.9%	3,155	-58.3%
Utilities	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
Repairs and Maintenance	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
Leases and Rentals	1,993	1,993	0.0%	1,993	0.0%	11,960	11,958	0.0%	11,960	0.0%
Insurance	8,275	7,345	12.7%	368	2147.7%	49,652	44,070	12.7%	40,028	24.0%
Other Expense	759	461	64.7%	89	754.5%	2,513	2,766	-9.2%	1,784	40.8%
TOTAL OPERATING EXPENSES	\$ 12,810	\$ 20,367	-37.1%	\$ 62,333	-79.4%	\$ 107,855	\$ 130,414	-17.3%	\$ 257,582	-58.1%
Depreciation/Amortization	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%
(Gain)/Loss on Sale of Assets	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
TOTAL OPERATING COSTS	\$ 12,810	\$ 20,367	-37.1%	\$ 62,333	-79.4%	\$ 107,855	\$ 130,414	-17.3%	\$ 257,582	-58.1%
NET GAIN (LOSS) FROM OPERATIONS	\$ 13,909	\$ (2,775)	-601.2%	\$ (76,840)	-118.1%	\$ 225,890	\$ 26,095	765.6%	\$ (136,220)	-265.8%
Operating Margin	52.06%	-15.77%	-430.0%	529.71%	-90.2%	67.68%	16.67%	305.9%	-112.24%	-160.3%
COVID-19 Stimulus	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%
MCH Contribution	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%
CAPITAL CONTRIBUTION	\$ 13,909	\$ (2,775)	-601.2%	\$ (76,840)	-118.1%	\$ 225,890	\$ 26,095	765.6%	\$ (136,220)	-265.8%

MONTHLY STATISTICAL REPORT

	CURRENT MONTH					YEAR TO DATE				
Total Procedures	714	549	30.05%	448	59.38%	3,848	4,888	-21.28%	3,988	-3.51%
Total Provider FTE's	7.4	8.2	-10.08%	8.4	-12.68%	8.2	8.3	-1.60%	8.4	-2.82%
Total Staff FTE's	1.0	0.8	24.73%	1.0	2.40%	1.0	1.2	-17.81%	1.0	4.85%
Total FTE's	8.4	9.0	-6.89%	9.4	-11.08%	9.2	9.6	-3.70%	9.4	-2.03%

**ECTOR COUNTY HOSPITAL DISTRICT
DIABETES SCREENING CLINIC - SOUTH - OPERATIONS SUMMARY
MARCH 2024**

	CURRENT MONTH					YEAR TO DATE				
	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR	ACTUAL	BUDGET	BUDGET VAR	PRIOR YR	PRIOR YR VAR
PATIENT REVENUE										
Outpatient Revenue	\$ 6,625	\$ -	0.0%	\$ -	0.0%	\$ 7,893	\$ -	0.0%	\$ -	0.0%
TOTAL PATIENT REVENUE	\$ 6,625	\$ -	0.0%	\$ -	0.0%	\$ 7,893	\$ -	0.0%	\$ -	0.0%
DEDUCTIONS FROM REVENUE										
Contractual Adjustments	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%
Self Pay Adjustments	8,038	-	0.0%	-	0.0%	8,038	-	0.0%	-	0.0%
Bad Debts	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
TOTAL REVENUE DEDUCTIONS	\$ 8,038	\$ -	0.0%	\$ -	0.0%	\$ 8,038	\$ -	0.0%	\$ -	0.0%
	121.3%	#DIV/0!		#DIV/0!		101.8%	#DIV/0!		#DIV/0!	
NET PATIENT REVENUE	\$ (1,413)	\$ -	0.0%	\$ -	0.0%	\$ (145)	\$ -	0.0%	\$ -	0.0%
OTHER REVENUE										
Other Revenue	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%
TOTAL OTHER REVENUE	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%
NET OPERATING REVENUE	\$ (1,413)	\$ -	0.0%	\$ -	0.0%	\$ (145)	\$ -	0.0%	\$ -	0.0%
OPERATING EXPENSE										
Salaries and Wages	\$ 1,478	\$ -	0.0%	\$ 214	591.0%	\$ 2,043	\$ -	0.0%	\$ -	0.0%
Benefits	84	-	0.0%	53	58.5%	306	-	0.0%	-	0.0%
Physician Services	187	-	0.0%	(16)	-1267.6%	367	-	0.0%	-	0.0%
Cost of Drugs Sold	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
Supplies	771	-	0.0%	-	0.0%	3,903	-	0.0%	-	0.0%
Utilities	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
Repairs and Maintenance	53	-	0.0%	-	0.0%	24,214	-	0.0%	-	0.0%
Leases and Rentals	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
Other Expense	-	-	0.0%	-	0.0%	-	-	0.0%	-	0.0%
TOTAL OPERATING EXPENSES	\$ 2,573	\$ -	0.0%	\$ 251	925.5%	\$ 30,833	\$ -	0.0%	\$ -	0.0%
Depreciation/Amortization	\$ 2,769	\$ 2,769	0.0%	\$ 2,769	0.0%	\$ 16,616	\$ 16,614	0.0%	\$ 16,616	0.0%
TOTAL OPERATING COSTS	\$ 5,343	\$ 2,769	92.9%	\$ 3,020	76.9%	\$ 47,449	\$ 16,614	185.6%	\$ 16,616	185.6%
NET GAIN (LOSS) FROM OPERATIONS	\$ (6,756)	\$ (2,769)	-144.0%	\$ (3,020)	-123.7%	\$ (47,594)	\$ (16,614)	-186.5%	\$ (16,616)	186.4%
Operating Margin	478.14%	0.00%	0.0%	0.00%	0.0%	32855.09%	0.00%	0.0%	0.00%	0.0%

	CURRENT MONTH					YEAR TO DATE				
Medical Visits	24	-	0.0%	-	0.0%	24	-	0.0%	-	0.0%
Hospital FTE's (Salaries and Wages)	0.3	-	0.0%	0.0	707.2%	0.1	-	0.0%	0.0	402.8%

**ECTOR COUNTY HOSPITAL DISTRICT
MARCH 2024**

REVENUE BY PAYOR

	CURRENT MONTH				YEAR TO DATE			
	CURRENT YEAR		PRIOR YEAR		CURRENT YEAR		PRIOR YEAR	
	GROSS REVENUE	%	GROSS REVENUE	%	GROSS REVENUE	%	GROSS REVENUE	%
Medicare	\$ 45,640,132	40.5%	\$ 42,981,660	40.1%	\$ 253,583,026	39.4%	230,147,165	38.2%
Medicaid	10,407,583	9.2%	15,713,098	14.7%	78,196,032	12.1%	88,788,177	14.7%
Commercial	40,016,236	35.6%	33,200,540	31.0%	225,641,158	35.0%	181,460,342	30.1%
Self Pay	12,116,489	10.8%	10,755,075	10.0%	62,910,680	9.8%	77,534,700	12.9%
Other	4,382,773	3.9%	4,447,467	4.2%	23,711,088	3.7%	24,945,021	4.1%
TOTAL	\$ 112,563,212	100.0%	\$ 107,097,840	100.0%	\$ 644,041,985	100.0%	602,875,404	100.0%

PAYMENTS BY PAYOR

	CURRENT MONTH				YEAR TO DATE			
	CURRENT YEAR		PRIOR YEAR		CURRENT YEAR		PRIOR YEAR	
	PAYMENTS	%	PAYMENTS	%	PAYMENTS	%	PAYMENTS	%
Medicare	\$ 8,666,758	36.4%	\$ 8,989,356	41.1%	\$ 50,573,699	38.0%	43,988,049	38.6%
Medicaid	2,632,737	11.0%	3,090,462	14.2%	16,455,326	12.4%	16,430,373	14.4%
Commercial	10,106,806	42.4%	7,203,998	33.0%	52,847,918	39.8%	41,011,464	36.0%
Self Pay	1,497,563	6.3%	1,497,162	6.9%	7,966,838	6.0%	6,578,926	5.8%
Other	928,727	3.9%	1,041,275	4.8%	5,307,456	4.0%	5,970,518	5.2%
TOTAL	\$ 23,832,590	100.0%	\$ 21,822,254	100.0%	\$ 133,151,238	100.2%	113,979,330	100.0%

**ECTOR COUNTY HOSPITAL DISTRICT
STATEMENT OF CASH FLOW
MARCH 2024**

	Hospital	ProCare	TraumaCare	Blended
Cash Flows from Operating Activities and Nonoperating Revenue:				
Excess of Revenue over Expenses	\$ (2,260,448)	-	225,890	\$ (2,034,558)
Noncash Expenses:				
Depreciation and Amortization	10,931,246	8,710	-	10,939,956
Unrealized Gain/Loss on Investments	1,157,966	-	-	1,157,966
Accretion (Bonds) & COVID Funding	(306,231)	-	-	(306,231)
Changes in Assets and Liabilities				
Patient Receivables, Net	(3,483,474)	132,005	(65,192)	(3,416,661)
Taxes Receivable/Deferred	10,955,874	(205,377)	-	10,750,497
Inventories, Prepays and Other	288,455	(41,890)	(3,601)	242,963
LT Lease Rec	459,256			
Deferred Inflow of Resources	424,762			
Accounts Payable	1,843,859	(266,207)	(142,186)	1,435,466
Accrued Expenses	(329,262)	376,781	(14,911)	32,609
Due to Third Party Payors	(1,085,299)	-	-	(1,085,299)
Accrued Post Retirement Benefit Costs	(4,541,930)	-	-	(4,541,930)
Net Cash Provided by Operating Activities	<u>\$ 14,054,775</u>	<u>4,022</u>	<u>-</u>	<u>\$ 14,058,797</u>
Cash Flows from Investing Activities:				
Investments	\$ (2,789,721)	-	-	\$ (2,789,721)
Acquisition of Property and Equipment	(11,708,276)	(4,022)	-	(11,712,298)
Net Cash used by Investing Activities	<u>\$ (14,497,997)</u>	<u>(4,022)</u>	<u>-</u>	<u>\$ (14,502,019)</u>
Cash Flows from Financing Activities:				
Current Portion Debt	\$ (538,952)	-	-	\$ (538,952)
Principal Paid on Subscription Liabilities	\$ (59,583)			
Principal Paid on Lease Liabilities	\$ 543,387			
Intercompany Activities	-	-	-	-
LT Liab Subscriptions	(461,930)			
LT Liab Leases	550,012			
Net Repayment of Long-term Debt/Bond Issuance	(137,591)	-	-	(137,591)
Net Cash used by Financing Activities	<u>(104,656)</u>	<u>-</u>	<u>-</u>	<u>(104,656)</u>
Net Increase (Decrease) in Cash	(547,878)	0	-	(547,878)
Beginning Cash & Cash Equivalents @ 9/30/2023	<u>26,722,432</u>	<u>4,400</u>	<u>-</u>	<u>26,726,832</u>
Ending Cash & Cash Equivalents @ 3/31/2024	<u>\$ 26,174,554</u>	<u>\$ 4,400</u>	<u>\$ -</u>	<u>\$ 26,178,954</u>

**ECTOR COUNTY HOSPITAL DISTRICT
MEDICAID SUPPLEMENTAL PAYMENTS
FISCAL YEAR 2024**

CASH ACTIVITY	TAX (IGT) ASSESSED	GOVERNMENT PAYOUT	BURDEN ALLEVIATION	NET INFLOW
DSH				
1st Qtr	\$ (1,373,346)	\$ 3,581,085		\$ 2,207,739
2nd Qtr	(1,598,444)	-		(1,598,444)
3rd Qtr	-	-		-
4th Qtr	-	-		-
DSH TOTAL	\$ (2,971,790)	\$ 3,581,085		\$ 609,295
UC				
1st Qtr	-	\$ 5,793,766		5,793,766
2nd Qtr	(4,285,851)	10,722,457		6,436,606
3rd Qtr	-	-		-
4th Qtr	-	-		-
UC TOTAL	\$ (4,285,851)	\$ 16,516,223		\$ 12,230,373
DSRIP				
1st Qtr	-	-		-
2nd Qtr	-	-		-
3rd Qtr	-	-		-
4th Qtr	-	-		-
DSRIP UPL TOTAL	\$ -	\$ -		\$ -
UHRIP				
1st Qtr	-	-		-
2nd Qtr	-	-		-
3rd Qtr	-	-		-
4th Qtr	-	-		-
UHRIP TOTAL	\$ -	\$ -		\$ -
GME				
1st Qtr	-	-		-
2nd Qtr	(558,322)	1,427,934		869,612
3rd	-	-		-
4th Qtr	-	-		-
GME TOTAL	\$ (558,322)	\$ 1,427,934		\$ 869,612
CHIRP				
1st Qtr	\$ (3,062,668)	\$ 3,909,718		\$ 847,050
2nd Qtr	-	3,794,422		3,794,422
3rd	-	-		-
4th Qtr	-	-		-
CHIRP TOTAL	\$ (3,062,668)	\$ 7,704,139		\$ 4,641,471
HARP				
1st Qtr	-	-		-
2nd Qtr	(552,207)	69,597		(482,610)
3rd	-	-		-
4th Qtr	-	-		-
HARP TOTAL	\$ (552,207)	\$ 69,597		\$ (482,610)
TIPPS				
1st Qtr	-	-		-
2nd Qtr	-	-		-
3rd	-	-		-
4th Qtr	-	-		-
TIPPS TOTAL	\$ -	\$ -		\$ -
MCH Cash Activity	\$ (11,430,837)	\$ 29,298,978		\$ 17,868,140
ProCare Cash Activity	\$ -	\$ -	\$ -	\$ -
Blended Cash Activity	\$ (11,430,837)	\$ 29,298,978	\$ -	\$ 17,868,140

INCOME STATEMENT ACTIVITY:

FY 2024 Accrued / (Deferred) Adjustments:

	BLENDED
DSH Accrual	\$ 4,395,000
Uncompensated Care Accrual	3,121,594
Regional UPL Accrual	-
URIP	-
GME	439,002
CHIRP	7,468,320
HARP	208,002
TIPPS	148,986
Regional UPL Benefit	-
Medicaid Supplemental Payments	15,780,904
DSRIP Accrual	-
Total Adjustments	\$ 15,780,904

**ECTOR COUNTY HOSPITAL DISTRICT
SUPPLEMENTAL SCHEDULE OF HOSPITAL TEMPORARY LABOR FTE'S
MARCH 2024**

TEMPORARY LABOR DEPARTMENT	CURRENT MONTH					YEAR TO DATE				
	ACTUAL	BUDGET		PRIOR		ACTUAL	BUDGET		PRIOR	
		BUDGET	VAR	PRIOR YR	YR VAR		BUDGET	VAR	PRIOR YR	YR VAR
Cardiopulmonary	12.3	11.8	3.9%	14.0	-12.4%	13.4	11.8	13.9%	10.4	28.8%
Operating Room	11.4	4.3	167.5%	13.7	-17.0%	12.3	4.2	191.2%	10.3	19.7%
Labor & Delivery	4.5	5.1	-12.3%	3.6	24.7%	4.5	5.1	-12.1%	2.5	75.4%
Laboratory - Chemistry	4.6	4.6	0.4%	2.8	64.8%	4.3	4.6	-6.5%	5.1	-16.3%
Imaging - Diagnostics	3.7	2.9	30.8%	4.4	-15.2%	3.0	2.9	3.4%	3.0	-2.0%
Recovery Room	0.8	-	0.0%	-	0.0%	1.6	-	0.0%	-	0.0%
PM&R - Occupational	1.3	2.0	-36.5%	1.1	16.3%	1.5	2.0	-22.8%	0.7	105.2%
4 East - Post Partum	1.5	2.0	-26.9%	3.6	-59.9%	1.4	2.0	-29.4%	2.0	-30.3%
Imaging - Ultrasound	1.1	1.0	7.5%	1.9	-43.2%	1.1	1.0	9.9%	1.8	-40.2%
Imaging - Cat Scan	1.9	1.0	85.6%	-	0.0%	1.1	1.0	5.6%	0.1	1302.5%
Intensive Care Unit (ICU) 2	2.4	2.0	18.0%	0.7	230.3%	1.1	2.0	-46.9%	1.1	-5.0%
Laboratory - Histology	0.9	-	0.0%	-	0.0%	0.9	-	0.0%	-	0.0%
Center for Health and Wellness - Sports Medici	0.9	1.0	-13.3%	0.6	50.2%	0.9	1.0	-11.5%	0.3	181.2%
Intensive Care Unit (CCU) 4	1.0	1.5	-36.0%	0.9	2.6%	0.6	1.5	-58.3%	1.1	-44.3%
7 Central	2.2	0.0	5510.3%	-	0.0%	0.6	0.0	1409.0%	0.4	40.8%
UTILIZATION REVIEW	0.6	1.0	-41.8%	-	0.0%	0.5	1.0	-50.9%	-	0.0%
Neonatal Intensive Care	-	-	0.0%	0.1	-100.0%	0.5	-	0.0%	0.0	1871.6%
Nursing Orientation	0.2	-	0.0%	1.3	-81.3%	0.3	-	0.0%	0.6	-44.6%
4 Central	0.5	0.0	1089.0%	-	0.0%	0.2	0.0	520.0%	0.4	-35.6%
6 Central	0.3	0.0	641.9%	-	0.0%	0.1	0.0	271.6%	0.1	67.9%
5 Central	0.4	0.0	943.4%	-	0.0%	0.1	0.0	227.3%	0.2	-46.5%
Emergency Department	0.3	1.5	-78.2%	2.6	-87.7%	0.1	1.5	-92.5%	1.7	-93.4%
9 Central	0.1	0.0	259.3%	0.1	2.5%	0.1	0.0	140.9%	0.1	-34.6%
6 West	-	0.0	-100.0%	-	0.0%	0.1	0.0	124.0%	0.0	142.9%
3 West Observation	0.4	-	0.0%	0.1	241.7%	0.1	-	0.0%	0.4	-79.8%
Care Management	-	-	0.0%	1.8	-100.0%	0.1	-	0.0%	2.6	-97.1%
Laboratory - Hematology	-	1.4	-100.0%	-	0.0%	-	1.4	-100.0%	-	0.0%
PM&R - Physical	-	-	0.0%	-	0.0%	-	-	0.0%	0.4	-100.0%
8 Central - Moved Back to 6140	-	-	0.0%	0.1	-100.0%	-	-	0.0%	0.5	-100.0%
5 West - Pediatrics	-	-	0.0%	0.1	-100.0%	-	-	0.0%	0.0	-100.0%
Food Service	-	1.2	-100.0%	-	0.0%	-	0.9	-100.0%	-	0.0%
SUBTOTAL	53.1	44.4	19.6%	54.3	-2.2%	50.5	44.1	14.5%	46.3	9.0%
TRANSITION LABOR										
Laboratory - Chemistry	4.6	-	0.0%	1.2	298.0%	3.7	-	0.0%	1.2	214.3%
SUBTOTAL	4.6	-	0.0%	1.2	298.0%	3.7	-	0.0%	1.2	214.3%
GRAND TOTAL	57.7	44.4	29.9%	55.5	4.0%	54.2	44.1	23.0%	47.5	14.2%



Financial Presentation

For the Month Ended

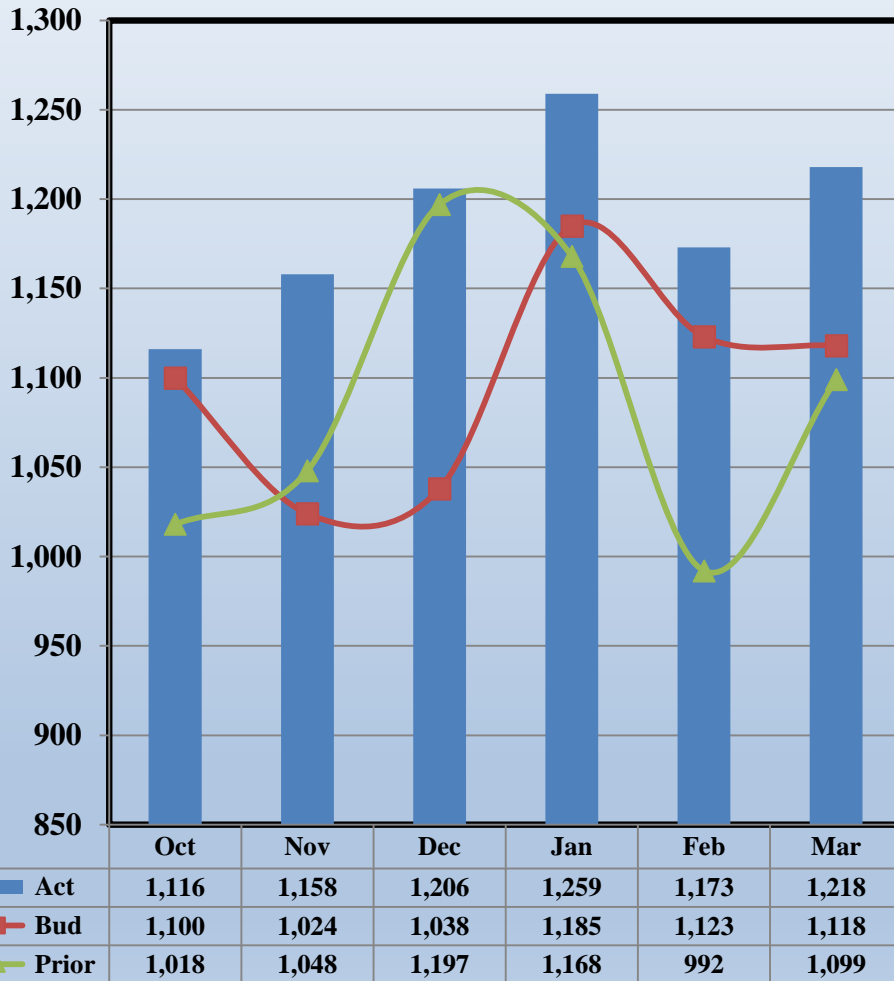
March 31, 2024

Volume



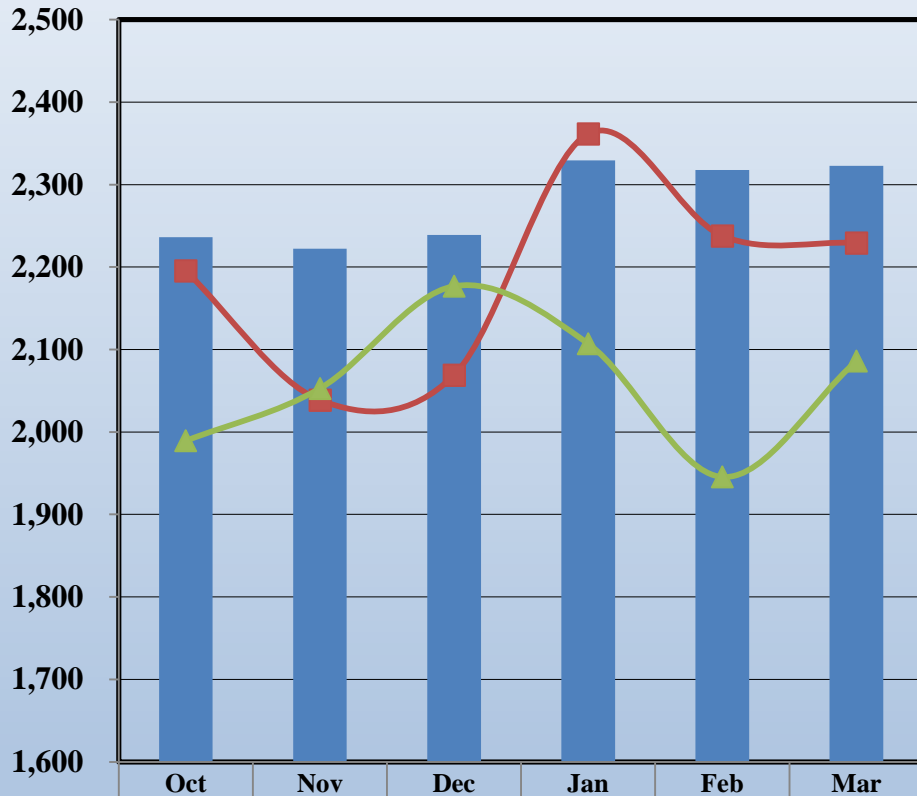
Admissions

Total – Adults and NICU



	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	1,218	1,118	1,099
Var %		8.9%	10.8%
Year-To-Date	7,130	6,588	6,522
Var %		8.2%	9.3%
Annualized	13,681	13,139	12,412
Var %		4.1%	10.2%

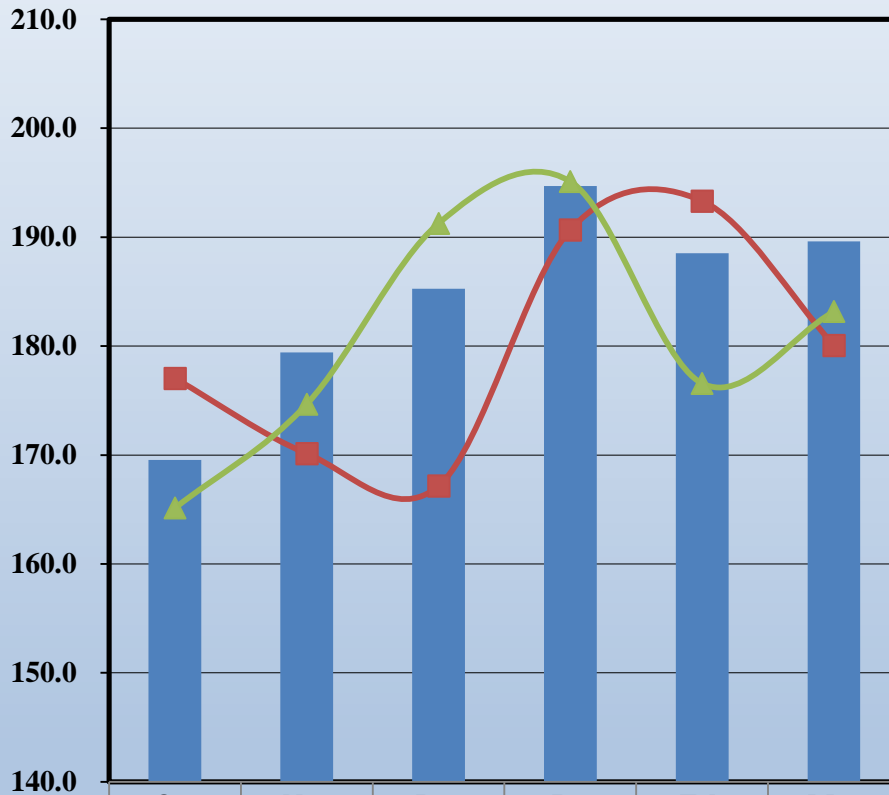
Adjusted Admissions



	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	2,323	2,229	2,086
Var %		4.2%	11.4%
Year-To-Date	13,666	13,132	12,356
Var %		4.1%	10.6%
Annualized	26,598	26,063	23,730
Var %		2.1%	12.1%

	Oct	Nov	Dec	Jan	Feb	Mar
Act	2,236	2,222	2,239	2,329	2,318	2,323
Bud	2,195	2,039	2,069	2,362	2,238	2,229
Prior	1,989	2,053	2,177	2,107	1,945	2,086

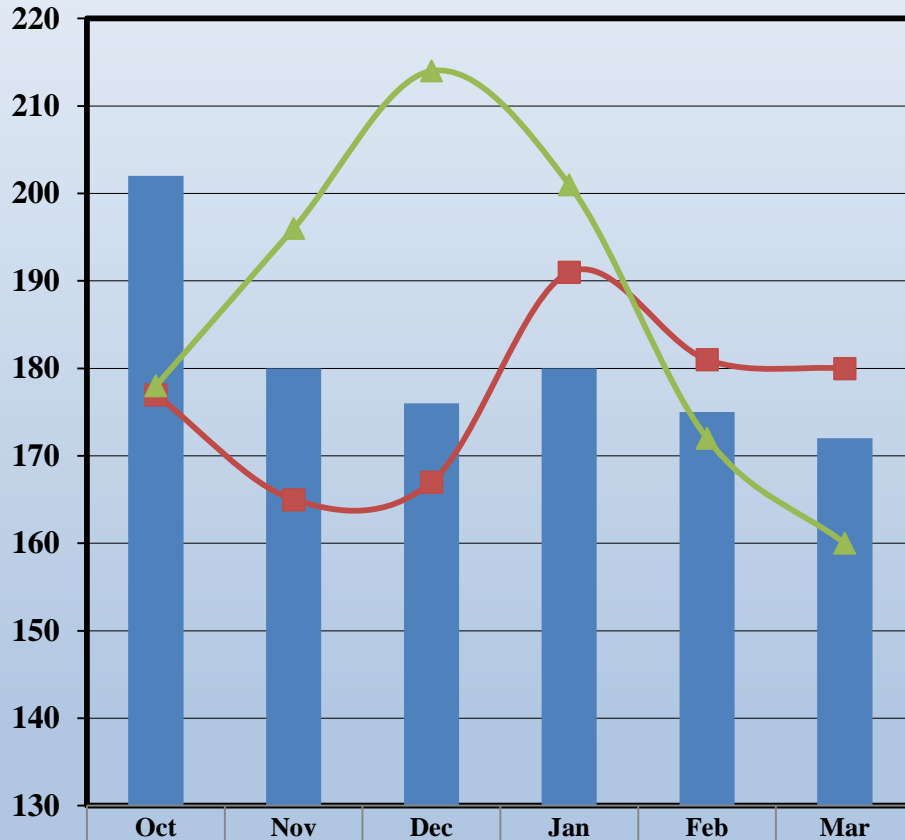
Average Daily Census



	Oct	Nov	Dec	Jan	Feb	Mar
Act	169.5	179.4	185.3	194.7	188.5	189.6
Bud	177.0	170.1	167.2	190.7	193.3	180.1
Prior	165.1	174.7	191.3	195.1	176.6	183.2

	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	189.6	180.1	183.2
Var %		5.3%	3.5%
Year-To-Date	184.5	179.6	181.1
Var %		2.7%	1.9%
Annualized	176.9	174.6	173.8
Var %		1.4%	1.8%

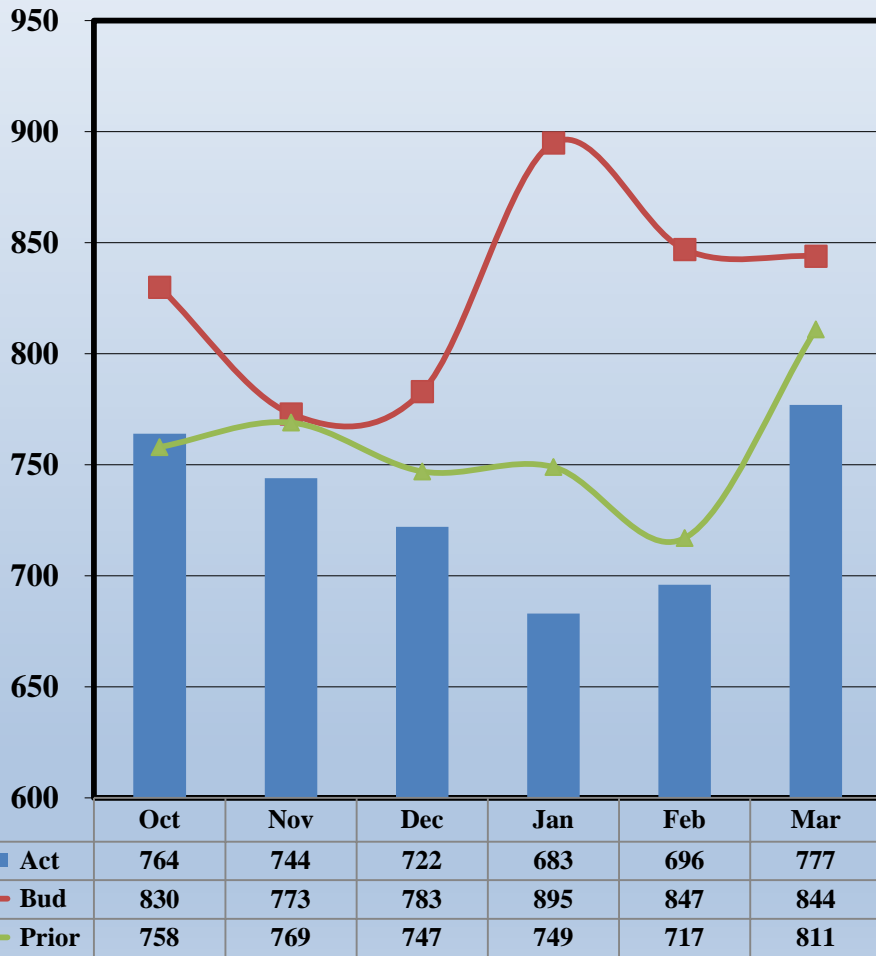
Deliveries



■ Act	202	180	176	180	175	172
■ Bud	177	165	167	191	181	180
▲ Prior	178	196	214	201	172	160

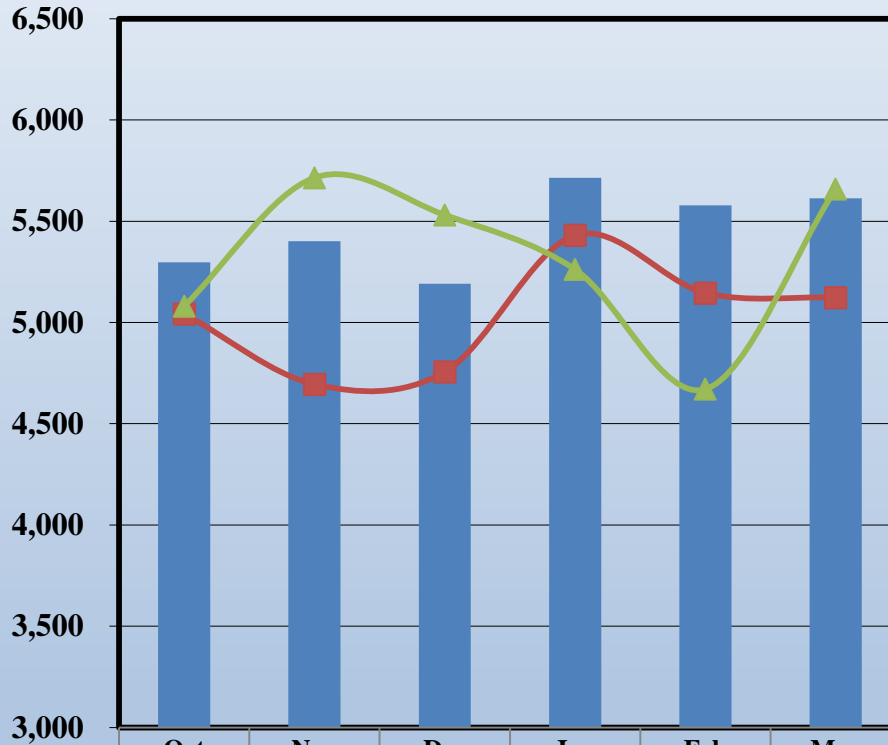
	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	172	180	160
Var %		-4.4%	7.5%
Year-To-Date	1,085	1,061	1,121
Var %		2.3%	-3.2%
Annualized	2,141	2,117	2,209
Var %		1.1%	-3.1%

Total Surgical Cases



	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	777	844	811
Var %		-7.9%	-4.2%
Year-To-Date	4,386	4,972	4,551
Var %		-11.8%	-3.6%
Annualized	9,337	9,923	9,073
Var %		-5.9%	2.9%

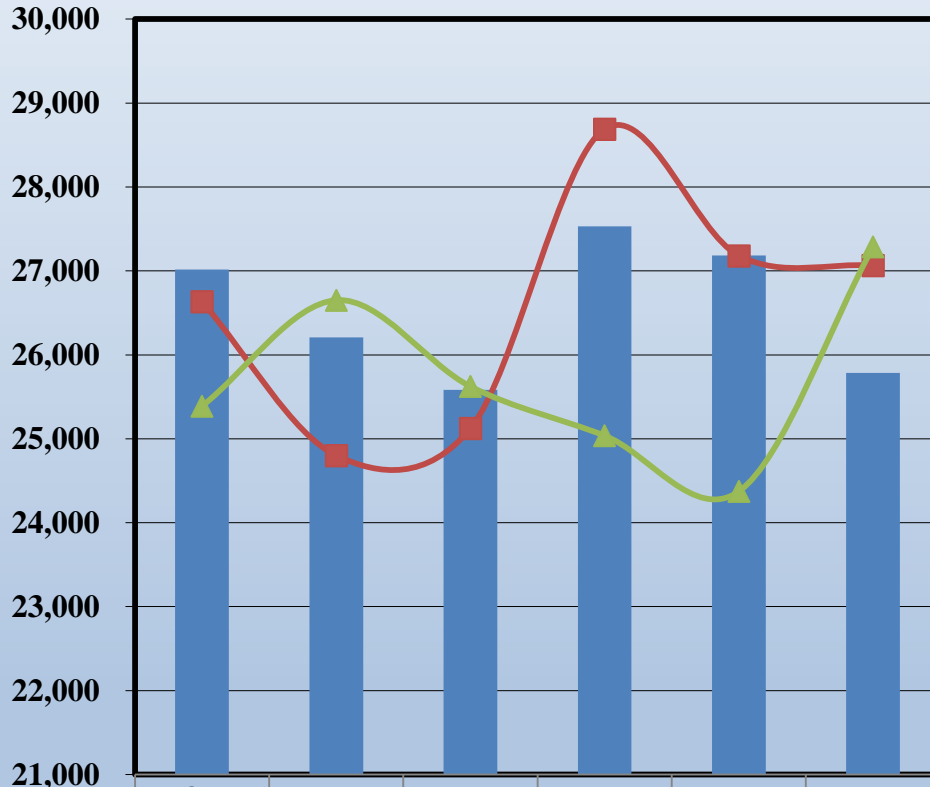
Emergency Room Visits



Act	5,297	5,402	5,191	5,715	5,579	5,613
Bud	5,043	4,695	4,756	5,431	5,146	5,123
Prior	5,081	5,715	5,531	5,262	4,671	5,659

	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	5,613	5,123	5,659
Var %		9.6%	-0.8%
Year-To-Date	32,797	30,194	31,919
Var %		8.6%	2.8%
Annualized	61,785	59,182	59,121
Var %		4.4%	4.5%

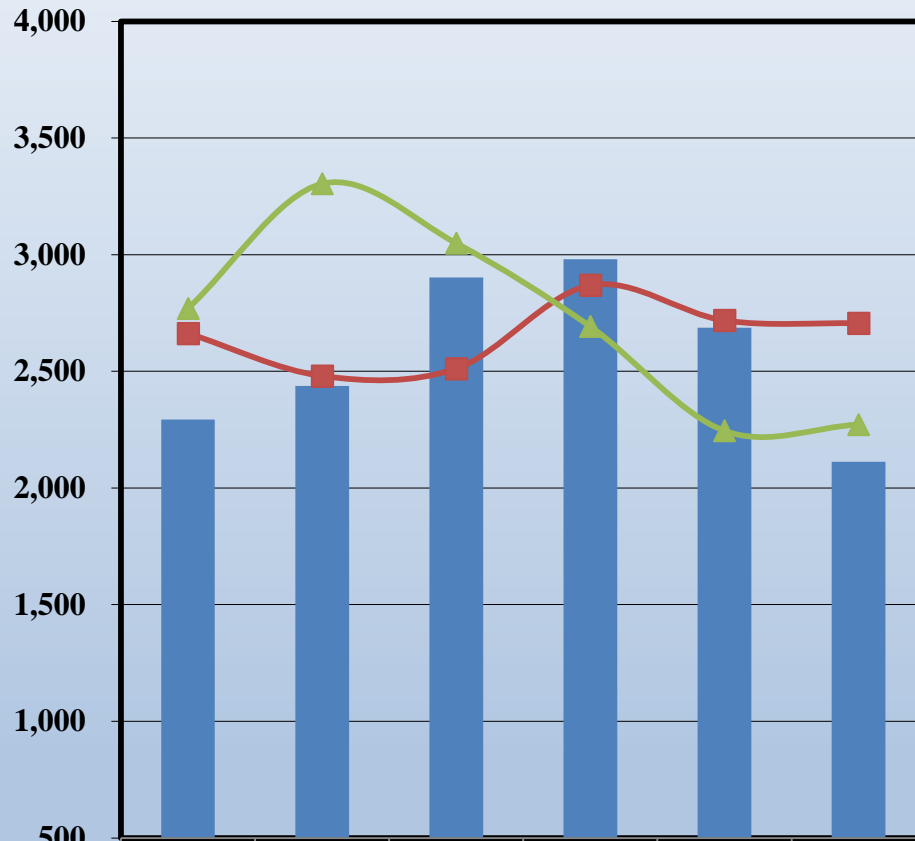
Total Outpatient Occasions of Service



	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	25,785	27,064	27,285
Var %		-4.7%	-5.5%
Year-To-Date	159,305	159,496	154,358
Var %		-0.1%	3.2%
Annualized	309,237	309,428	296,682
Var %		-0.1%	4.2%

Act	27,016	26,207	25,581	27,532	27,184	25,785
Bud	26,634	24,801	25,124	28,691	27,182	27,064
Prior	25,389	26,651	25,623	25,037	24,373	27,285

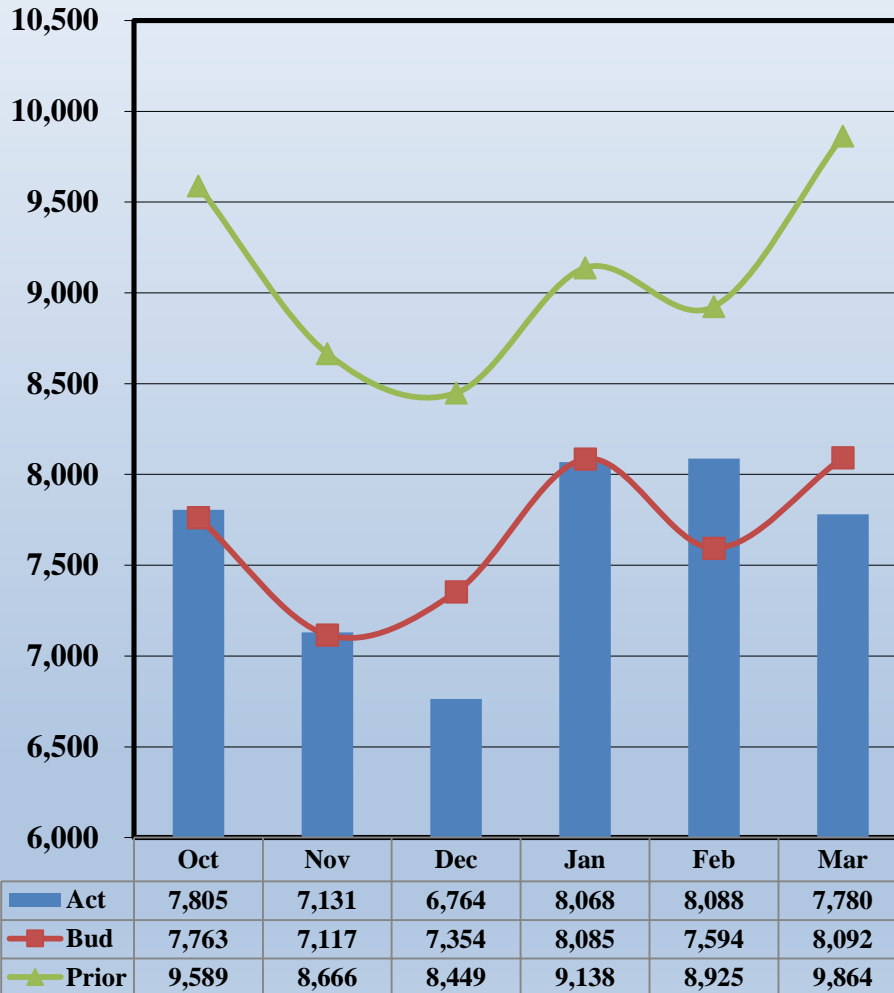
Urgent Care Visits



	Oct	Nov	Dec	Jan	Feb	Mar
Act	2,293	2,438	2,903	2,981	2,687	2,113
Bud	2,663	2,480	2,512	2,869	2,718	2,706
Prior	2,770	3,304	3,049	2,692	2,245	2,272

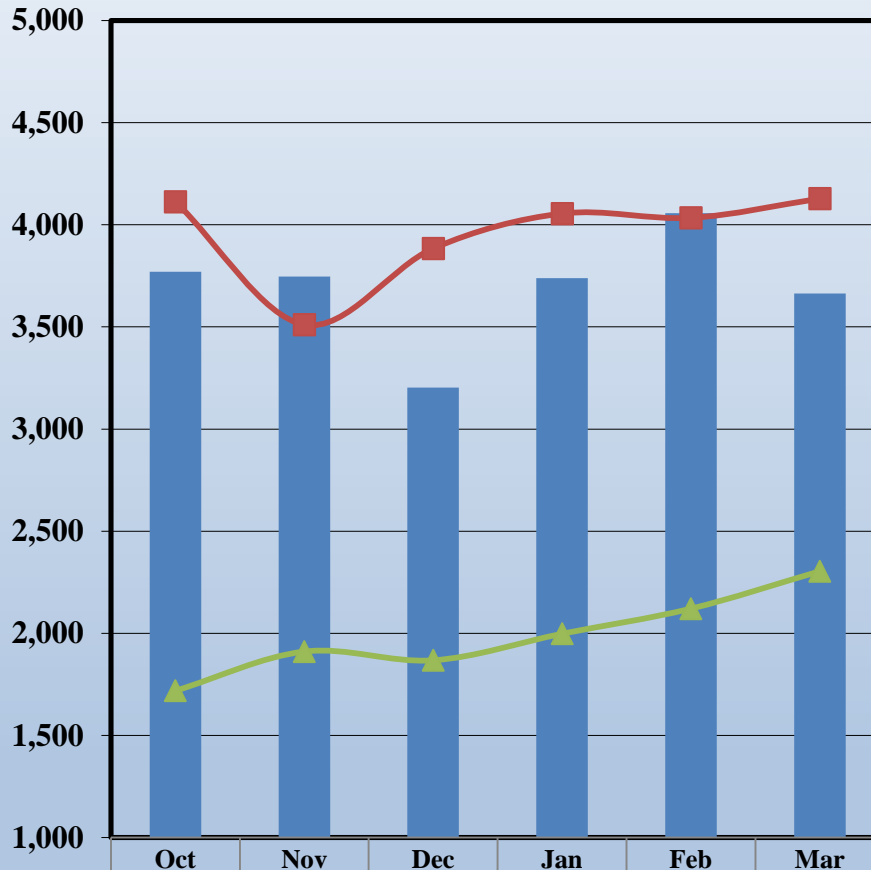
	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	2,113	2,706	2,272
Var %		-21.9%	-7.0%
Year-To-Date	15,415	15,948	16,332
Var %		-3.3%	-5.6%
Annualized	27,956	28,489	29,856
Var %		-1.9%	-6.4%

Total ProCare Office Visits



	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	7,780	8,092	9,864
Var %		-3.9%	-21.1%
Year-To-Date	45,636	46,005	54,631
Var %		-0.8%	-16.5%
Annualized	100,523	100,892	108,995
Var %		-0.4%	-7.8%

Total Family Health Clinic Visits



■ Act	3,770	3,747	3,203	3,738	4,056	3,663
■ Bud	4,113	3,511	3,884	4,055	4,034	4,128
▲ Prior	1,719	1,911	1,868	1,998	2,121	2,304

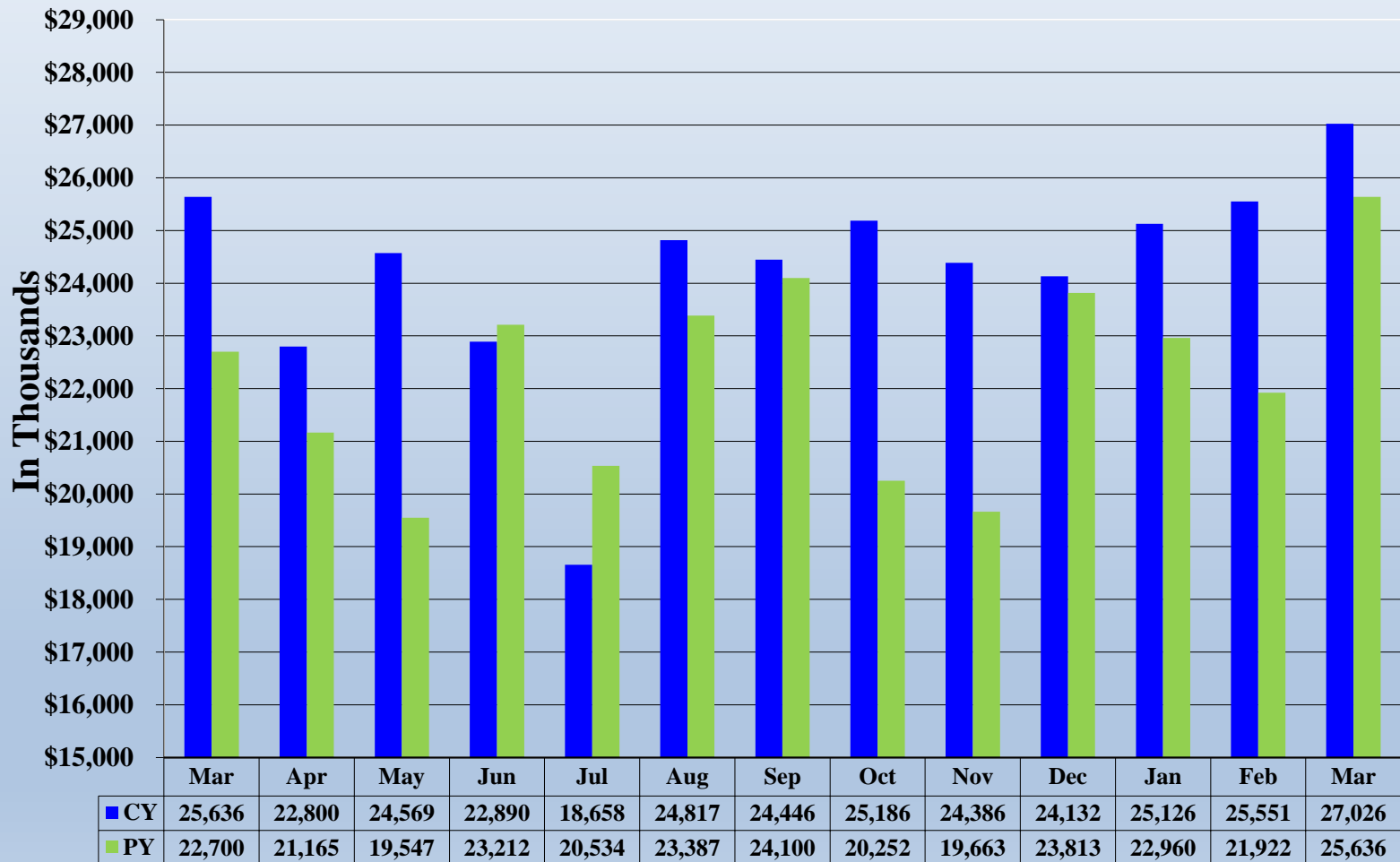
	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	3,663	4,128	2,304
Var %		-11.3%	59.0%
Year-To-Date	22,123	23,725	11,921
Var %		-6.8%	85.6%
Annualized	34,859	37,110	23,246
Var %		-6.1%	50.0%

Accounts Receivable



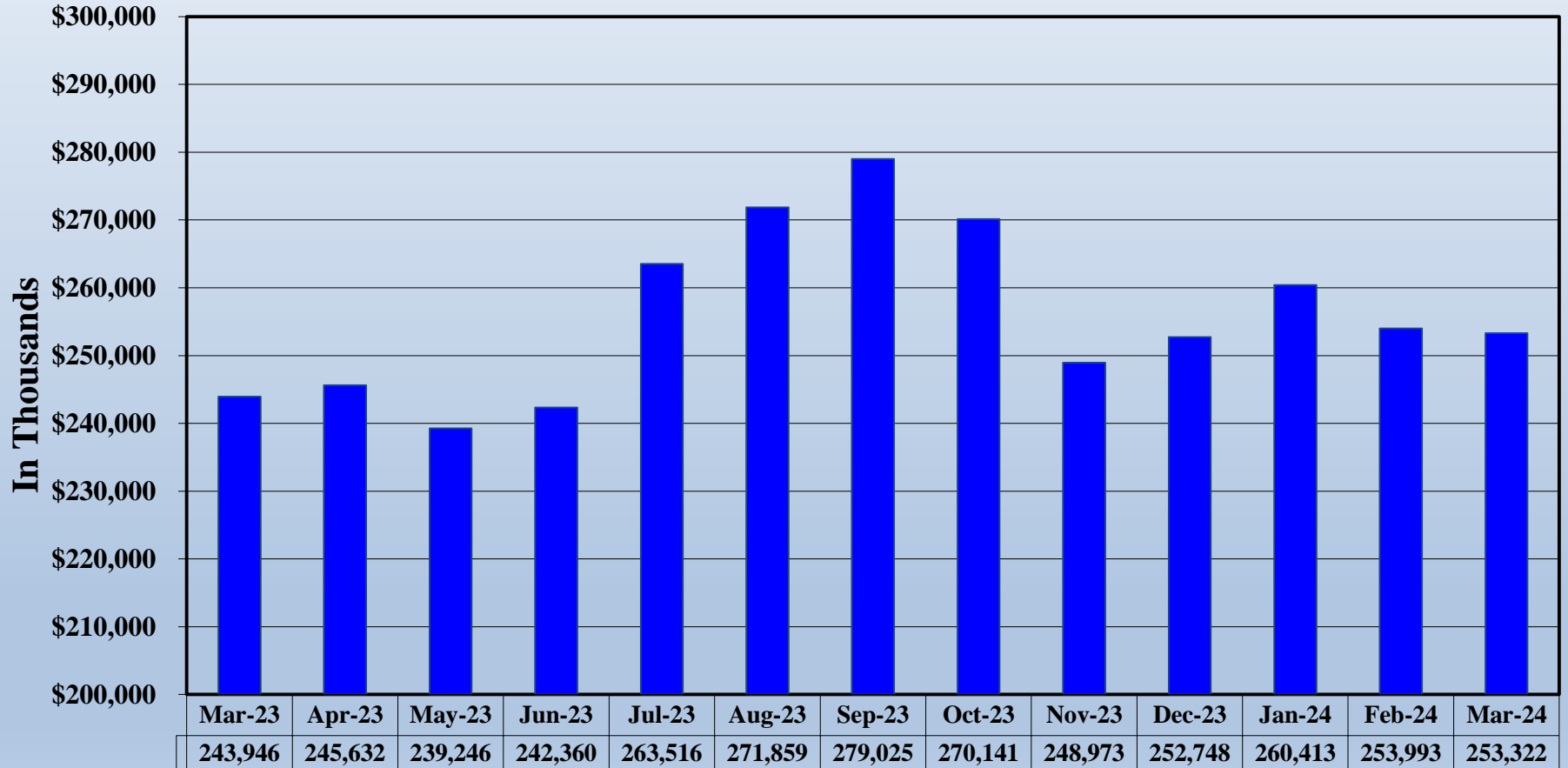
Total AR Cash Receipts

13 Month Trending



Total Accounts Receivable – Gross

Thirteen Month Trending

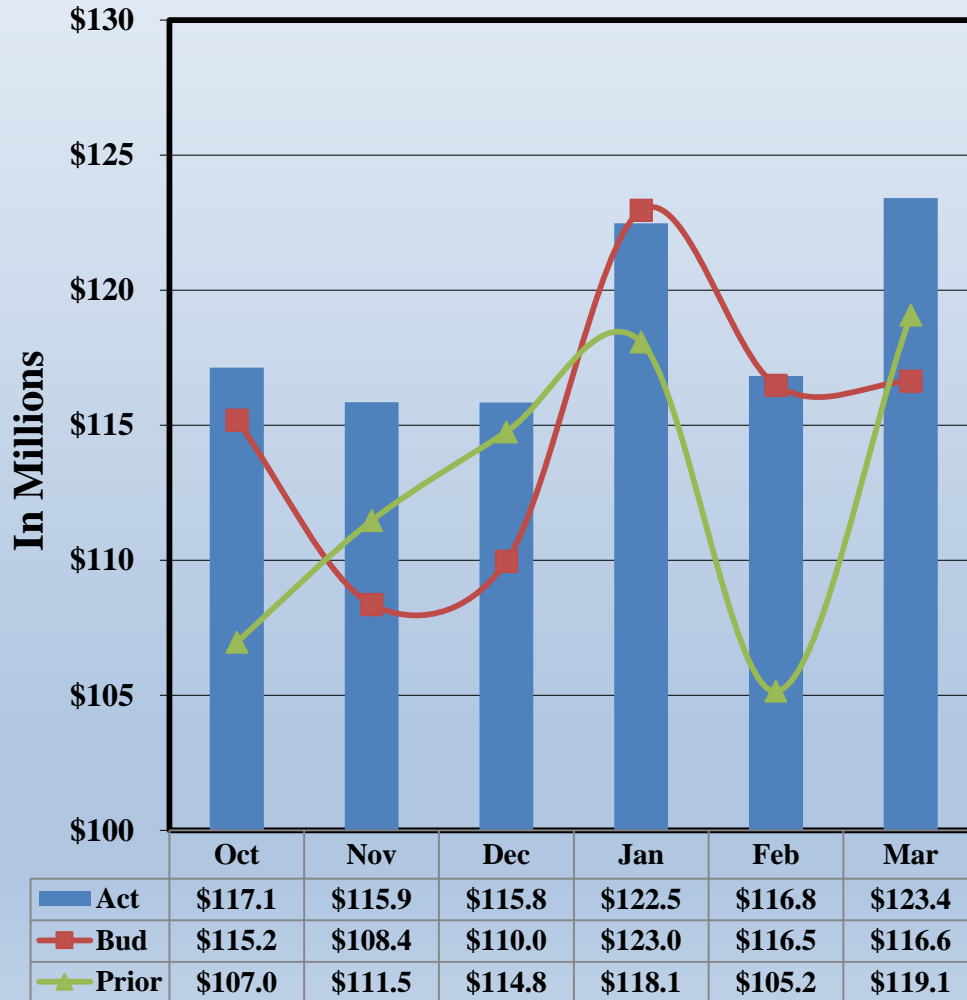


Revenues & Revenue Deductions



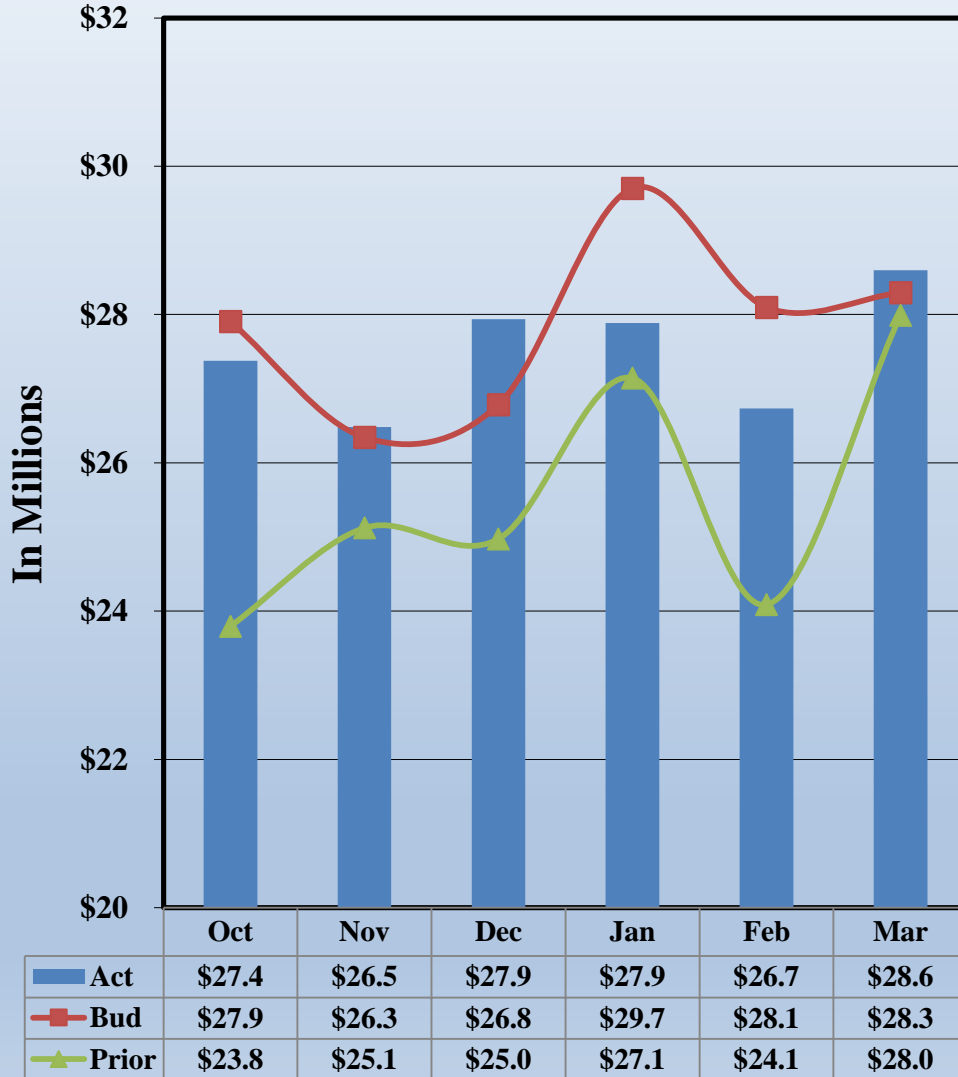
Total Patient Revenues

(Ector County Hospital District)



	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	\$ 123.4	\$ 116.6	\$ 119.1
Var %		5.8%	3.6%
Year-To-Date	\$ 711.5	\$ 689.6	\$ 675.5
Var %		3.2%	5.3%
Annualized	\$ 1,393.3	\$ 1,371.4	\$ 1,315.9
Var %		1.6%	5.9%

Total Net Patient Revenues

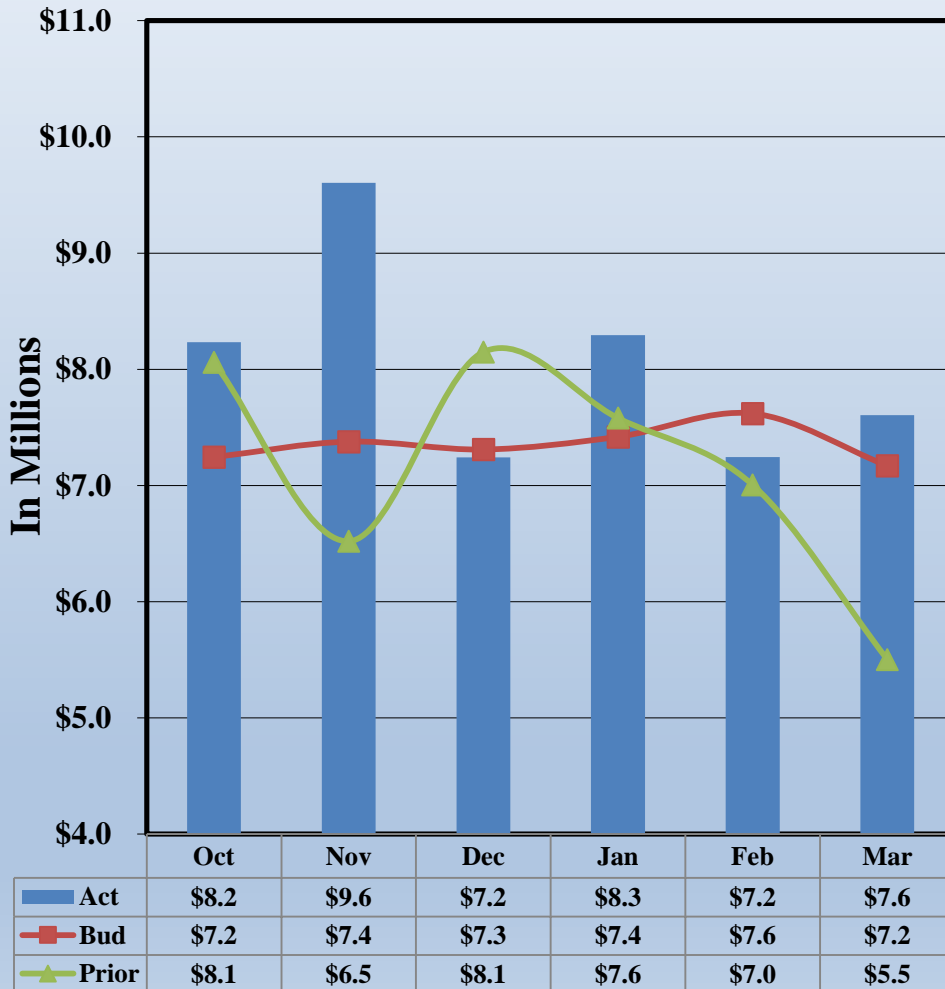


	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	\$ 28.6	\$ 28.3	\$ 28.0
Var %		1.1%	2.2%
Year-To-Date	\$ 165.0	\$ 167.1	\$ 153.1
Var %		-1.3%	7.8%
Annualized	\$ 331.7	\$ 334.8	\$ 297.9
Var %		-0.9%	11.3%

Other Revenue

(Ector County Hospital District)

Including Tax Receipts, Interest & Other Operating Income



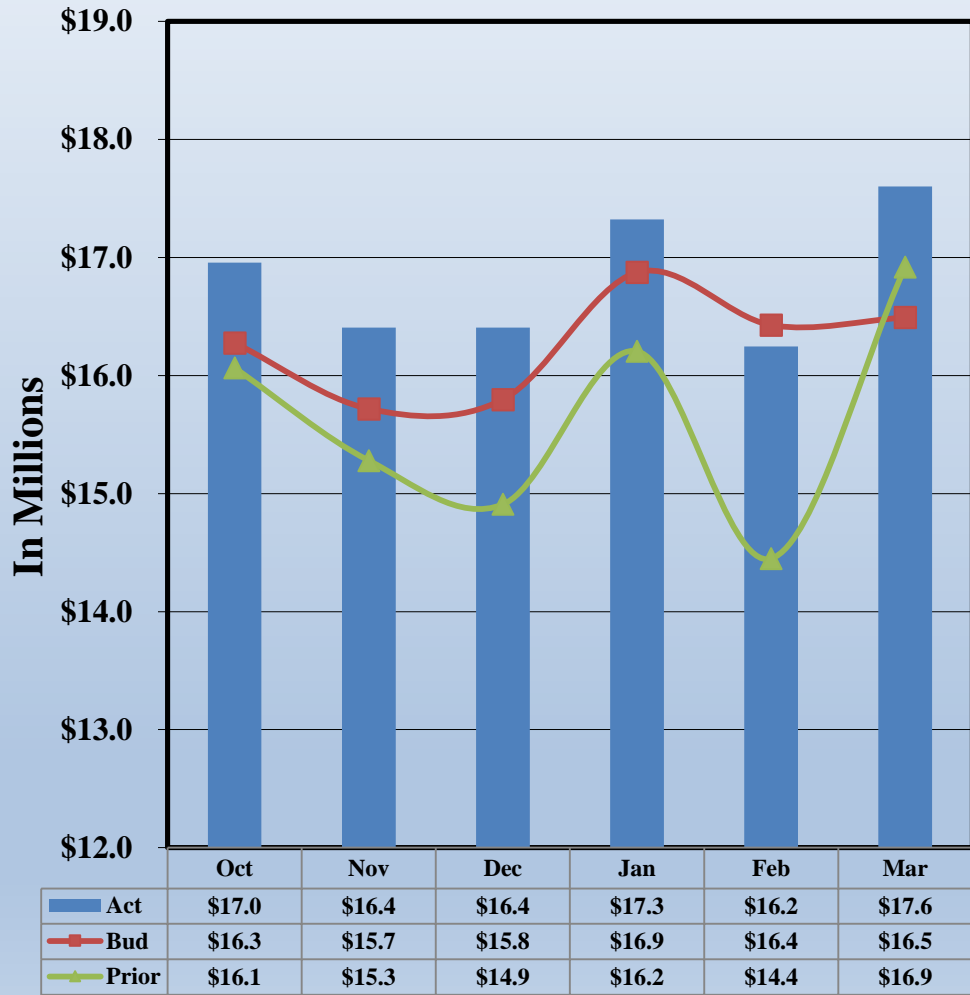
	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	\$ 7.6	\$ 7.2	\$ 5.5
Var %		6.1%	38.2%
Year-To-Date	\$ 48.2	\$ 44.1	\$ 42.8
Var %		9.2%	12.6%
Annualized	\$ 100.6	\$ 96.6	\$ 90.8
Var %		4.2%	10.9%

Operating Expenses



Salaries, Wages & Contract Labor

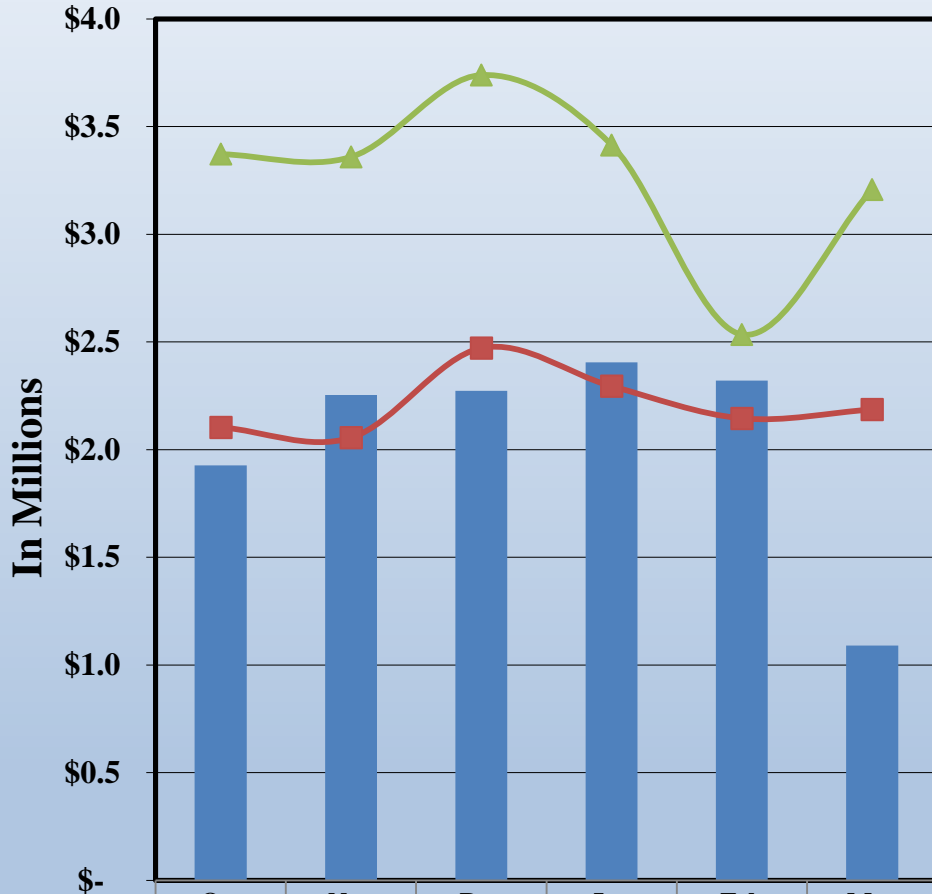
(Ector County Hospital District)



	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	\$ 17.6	\$ 16.5	\$ 16.9
Var %		6.7%	4.1%
Year-To-Date	\$ 100.9	\$ 97.6	\$ 93.8
Var %		3.4%	7.6%
Annualized	\$ 198.7	\$ 195.3	\$ 195.2
Var %		1.7%	1.8%

Employee Benefit Expense

(Ector County Hospital District)

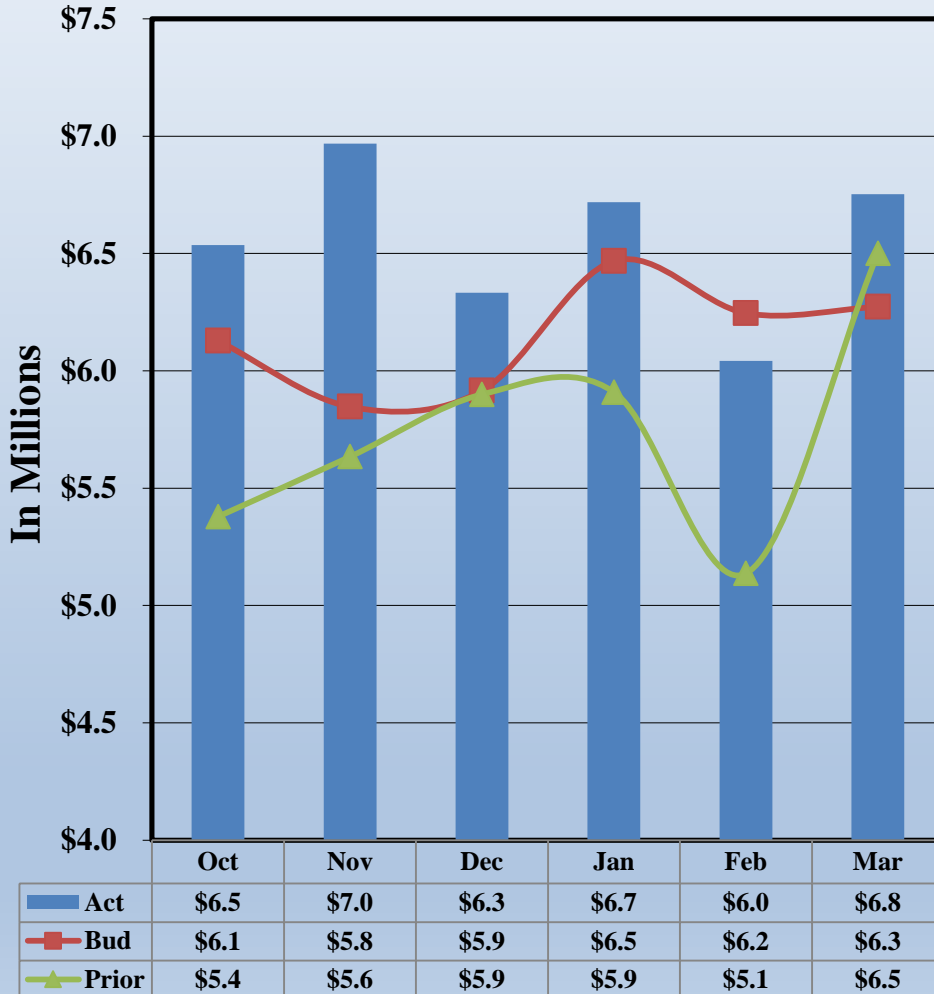


	Oct	Nov	Dec	Jan	Feb	Mar
Act	\$1.9	\$2.3	\$2.3	\$2.4	\$2.3	\$1.1
Bud	\$2.1	\$2.1	\$2.5	\$2.3	\$2.1	\$2.2
Prior	\$3.4	\$3.4	\$3.7	\$3.4	\$2.5	\$3.2

	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	\$ 1.1	\$ 2.2	\$ 3.2
Var %		-50.1%	-66.0%
Year-To-Date	\$ 12.3	\$ 13.3	\$ 19.6
Var %		-7.5%	-37.5%
Annualized	\$ 39.9	\$ 28.0	\$ 23.7
Var %		42.5%	68.4%

Supply Expense

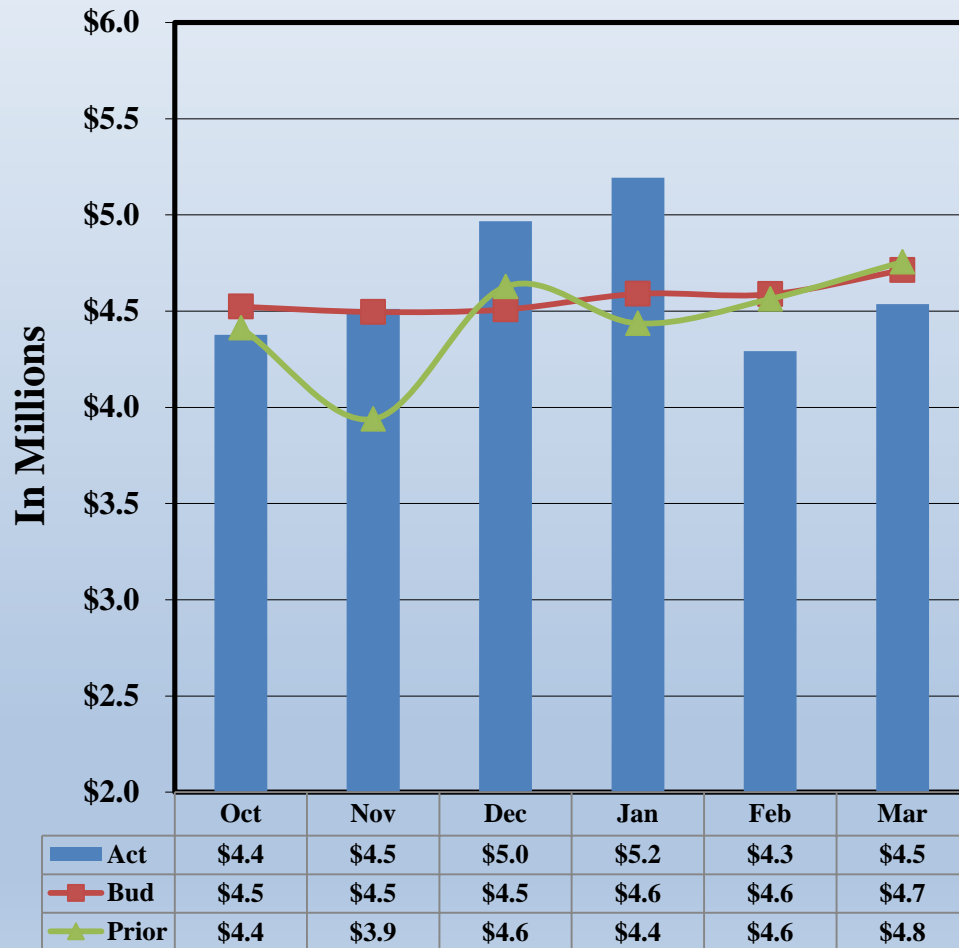
(Ector County Hospital District)



	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	\$ 6.8	\$ 6.3	\$ 6.5
Var %		7.7%	3.9%
Year-To-Date	\$ 39.4	\$ 36.9	\$ 34.5
Var %		6.7%	14.2%
Annualized	\$ 74.5	\$ 72.0	\$ 65.7
Var %		3.5%	13.4%

Purchased Services

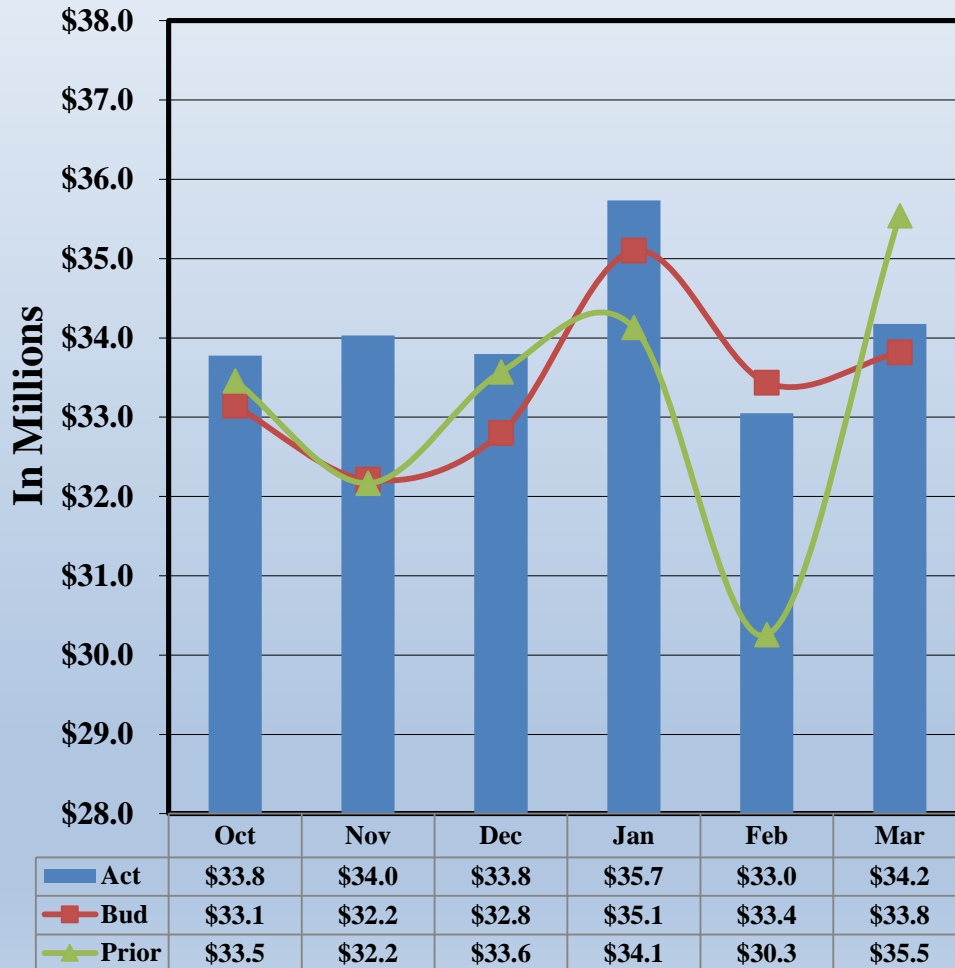
(Ector County Hospital District)



	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	\$ 4.5	\$ 4.7	\$ 4.8
Var %		-3.8%	-4.6%
Year-To-Date	\$ 27.9	\$ 27.4	\$ 26.7
Var %		1.7%	4.3%
Annualized	\$ 54.9	\$ 54.3	\$ 54.8
Var %		1.1%	0.2%

Total Operating Expense

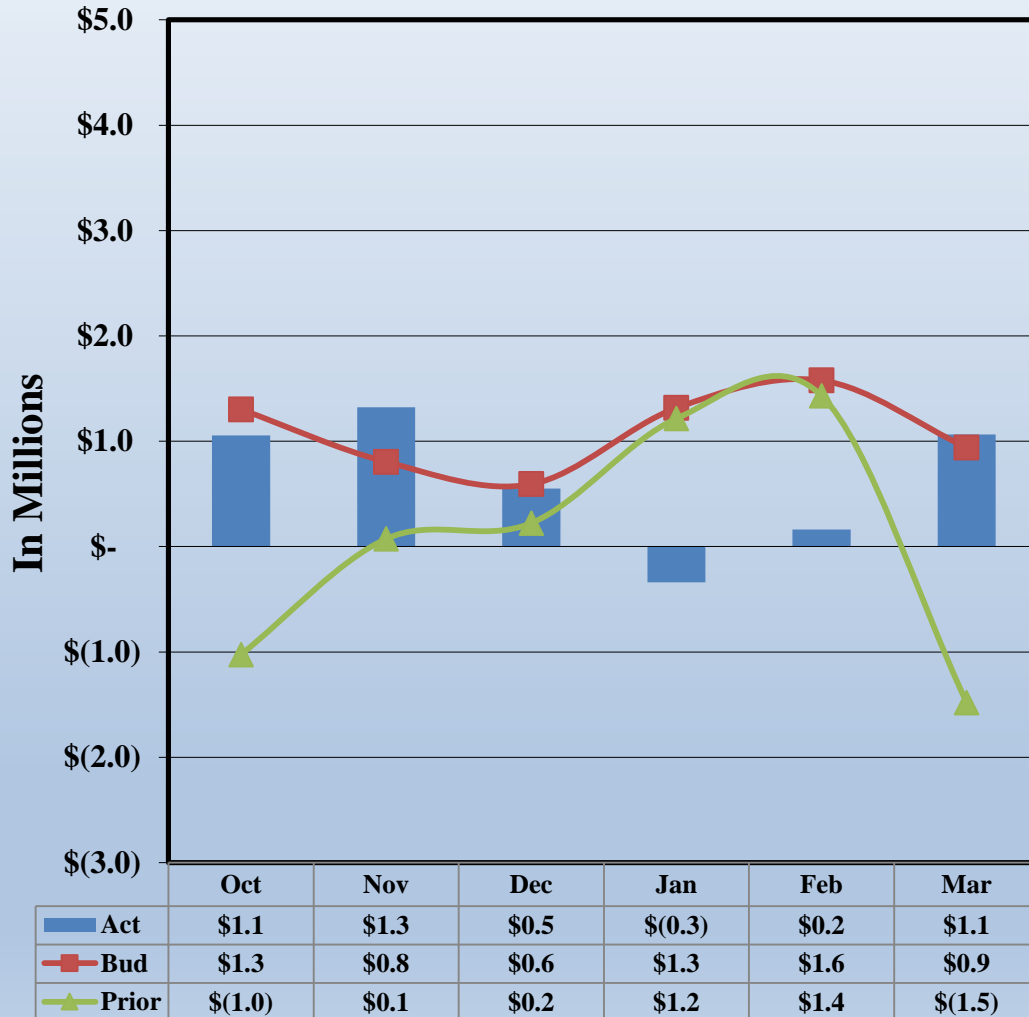
(Ector County Hospital District)



	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	\$ 34.2	\$ 33.8	\$ 35.5
Var %		1.1%	-3.8%
Year-To-Date	\$ 204.6	\$ 200.5	\$ 199.1
Var %		2.0%	2.7%
Annualized	\$ 415.7	\$ 398.7	\$ 390.3
Var %		4.3%	6.5%

Adjusted Operating EBIDA

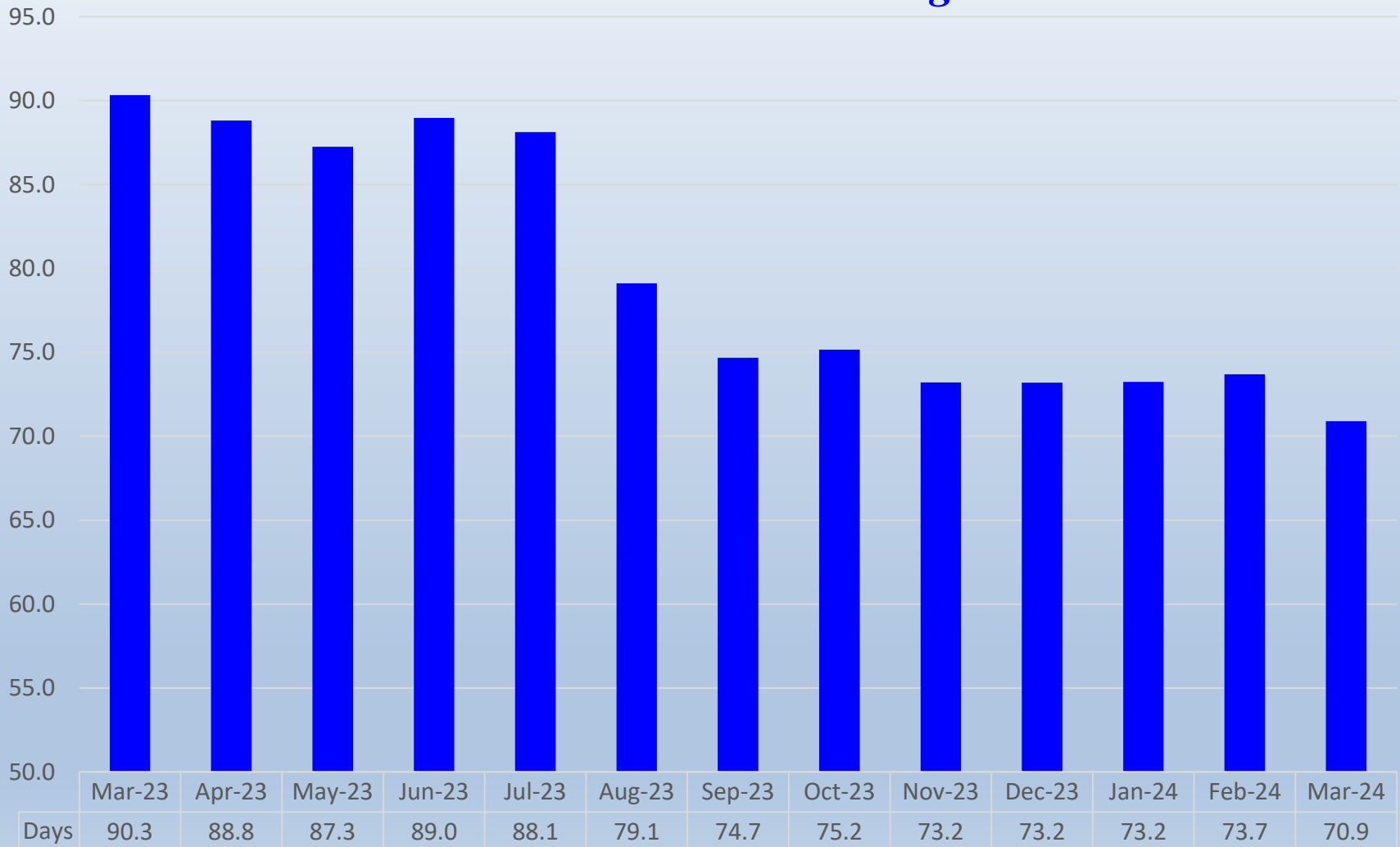
Ector County Hospital District Operations



	<u>Actual</u>	<u>Budget</u>	<u>Prior Year</u>
Month	\$ 1.1	\$ 0.9	\$ (1.5)
Var %		22.2%	-173.3%
Year-To-Date	\$ 3.8	\$ 6.5	\$ 0.4
Var %		-41.5%	850.0%
Annualized	\$ 25.1	\$ 25.9	\$ 1.8
Var %		-3.1%	1294.4%

Days Cash on Hand

Thirteen Month Trending



mch



MEMORANDUM

TO: ECHD Board of Directors
 FROM: Linda Carpenter, Chief Information Officer
 SUBJECT: Citrix Platform Hardware/License Support Renewal
 DATE: May 1, 2024

Cost:

Citrix License/Hardware Support	
YR1	\$138,692.75
YR2	\$138,692.75
YR3	\$138,692.75

Budget Reference:

Operational Funds	\$416,078.25
<i>(\$138,692.75 pd annually)</i>	

Background:

The Citrix platform allows Medical Center Health System’s (MCHS) users secure virtual computing throughout the organization. Citrix provides users with a unified digital workspace experience with the choice to use any device and any network to access any of their enterprise apps, desktops, and data. Citrix also enables IT to manage virtualized applications, desktops and data by providing various access controls for a secure digital perimeter around the user when accessing enterprise content, therefore providing the necessary level of enterprise security.

Citrix Workspace License and Hardware support offers the necessary continued support and updates for a three-year term.

Funding:

Citrix License and Hardware 3-Yr Support, with annual payments of \$138,692.75 from Superior Turnkey Solutions Group, Inc. will come from budgeted operational funds.



MEMORANDUM

TO: ECHD Board of Directors

**FROM: Carlos Aguilar, Director of Engineering
Through Matt Collins, Chief Operating Officer**

SUBJECT: ChemAqua Contract Renewal – Water Treatment Program

DATE:

<u>Cost:</u>	
Water Treatment for MCHS (07/01/2024 – 06/30/2025) <i>(Operational Budget)</i>	\$133,396.00
Water Treatment for WSMP (07/01/2024 – 06/30/2025) <i>(Operational Budget)</i>	\$41,964.00
Contract Total	\$175,360.00

Background:
 This contract renewal will provide total water treatment in the main hospital and the Wheatly Stewart Medical Pavilion(WSMP/MOB) .

Staffing:
 No additional FTE’s required

Disposition of Existing Equipment:
 N/A

Implementation Time Frame:
 N/A

Funding:
 Budgeted operational expense



3/28/2024

Carlos Aguilar
Tiana Rogers

Medical Center Hospital
500 West 4th Street
Odessa, Texas 79761

Re: Contract Renewals – Water Treatment Program

This letter is to verify that your current water treatment contract charges for Medical Center Hospital and Dr. Wheatley Stewart Medical Pavilion will increase in the dollar amount per facility, for the next year. The contracts will begin on 7/1/2024 and will end on 6/30/2025. The increase for the water treatment program is listed below.

Medical Center Hospital

Current Contract - \$123,515 per year
New Contract Price - \$133,396 per year

Dr. Wheatley Stewart Medical Pavilion

Current Contract - \$32,584 per year
New Contract - \$ 41,964 per year

Total Water Treatment for contract running from 7/1/2024 to 6/30/2025 - \$175,360.00

I do very much appreciate the opportunity to continue as your water treatment supplier and look forward to serving your needs in the future.

Sincerely,
Dwain Carpenter
Chem-Aqua

Medical Center Hospital / Wheatley Stewart Pavilion



MEMORANDUM

TO: ECHD Board of Directors

**FROM: Carlos Aguilar, Director of Engineering
Through Matt Collins, Chief Operating Officer**

SUBJECT: Trane Contract Renewal

DATE:

Trane provides quarterly and annual inspections for the chillers at MCH main plant, West Texas Cancer Center, Medical Office Building, and the Professional Building.



Trane U.S. Inc.
8308 Upland Avenue
Lubbock, Texas 79404
Phone: (806) 747-0266
Fax: (806) 744-1033

April 04, 2024

Carlos Aguilar
Medical Center Hospital
PO Box 7239
Odessa, Texas 79760-7976
(432) 640-1149

Site Address:
Medical Center Hospital
500 W 4th St
Odessa, Texas 79761

ATTENTION: Carlos Aguilar

SUBJECT: Continuation of Service Agreement 632481R8

Your Trane Service Agreement is scheduled for renewal on July 1, 2024. To assure that there will be no interruption of service and benefits to Medical Center Hospital your Service Agreement will be extended through June 30, 2027. The adjusted Service Fees for the renewal term for all sites is set forth in the following table:

Contract Year	Annual Amount	Payment	Payment Term
Year 1	\$107,580.00	\$26,895.00	Quarterly
Year 2	\$112,956.00	\$28,239.00	Quarterly
Year 3	\$119,736.00	\$29,934.00	Quarterly

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

SCOPE OF SERVICE

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

TERMS & CONDITIONS

Terms & Conditions for the renewal period are attached.

CLARIFICATIONS

If Medical Center Hospital accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Rusty Reeves

Trane

ACCOUNT CHECKLIST-SERVICE AGREEMENTS



Customer, please complete the following information.

1. Is a PO required for each invoice billed? YES NO
 - a) If yes, provide PO Number for your first Quarter of billing: Click or tap here to enter text.
 - b) If no, provide a PO Number for the complete contract price: Click or tap here to enter text.
2. Is there any specific documentation required with your invoice? YES NO
 - a) If Yes, Please specify: Click or tap here to enter text.
3. For those services not covered under the existing service contract (i.e. Time & Materials and Quote jobs), will a Purchase Order be required? YES NO
 - a) If yes Provide PO Number here: Click or tap here to enter text.
 - b) If no please provide what you would like to use in place of a PO: Click or tap here to enter text.
4. How would you like your invoice delivered? MAIL EMAIL EDI (Automatic)
 WEB 3rd Party System (Coupa, Corrigo, Ariba, Tungsten, etc....) : Click or tap here to enter text.
5. Please provide your Bill To Address: Click or tap here to enter text.
6. For PAYMENT inquiries, please provide contact and details below:
 - a) Full Name: Click or tap here to enter text.
 - b) Direct Phone Number: Click or tap here to enter text.
 - c) Email Address: Click or tap here to enter text.
7. Is this site TAX EXEMPT? YES NO

If YES, please click link to upload a VALID exemption for the state where the work will be performed and provide a copy to your Trane contact.

***Please upload all Tax Exemption Certificates to <http://trane.certifytax.com/custportals.aspx>**

*Please Note: Trane Payment Terms are Net 30 Days

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date
Trane's License Number: TACLA23802C

The Initial Term of this Service Agreement is 3 years, beginning July 1, 2024.
Total Contract Amount: \$340,272.00 USD.



HVAC EQUIPMENT COVERAGE

The following "Covered Equipment" will be serviced at Medical Center Hospital:

Equipment	Manufacturer	Model Number	Serial Number
Centrifugal Chiller	Trane	CVHF077FA4	L10K05578
Centrifugal Chiller	Trane	CVHF077FA4	L10K05579
Centrifugal Chiller	Trane	CVHF091FAG	L94J09490
Centrifugal Chiller	Trane	CVHF091FAG	L94J09565

Service Description	Quantity Per Term
Centrifugal Annual Inspection (Service 1)	3
Condenser Tube Brushing (Service 2)	3
Centrifugal Quarterly Inspection (Service 3)	9

Equipment	Manufacturer	Model Number	Serial Number
Refrigerant Monitor	Other	N/A	REF-1

Service Description	Quantity Per Term
Refrigerant Monitor Annual Maintenance (Service 4)	6



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Centrifugal Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Purge Maintenance And Operation
- Purge Plus Expiration Date Check (High Performance)
- Vane Linkage And Oil Valve Lubrication
- Centrifugal Oil Filter Change
- Drain Rupture Disc Vent Line
- Open Starter Panel Door(s)
- Compressor Starter Inspection - Centrifugal
- Meg Compressor Motor
- Leak Check With Hot Water/Electric
- Close Starter Panel Door(s)
- Start Chiller
- Control Panel Electrical Inspection - Centrifugal
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Pre-Start Chiller Check
- Manual Log With Electronic Device

Service 2: Condenser Tube Brushing

Description

- Condenser Tube Brushing Including Head Removal

Service 3: Centrifugal Quarterly Inspection

Description

- Initial Site Inspection
- Customer Notification
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Manual Log With Electronic Device

Service 4: Refrigerant Monitor Annual Maintenance

Description

- Visual Inspection of Monitor
- Inspect Air Sample Tubing
- Review Diagnostics and Set up Menu
- Check Internal Wiring of Monitor
- Replace Line End Filters
- Zero and Span Gas Calibration
- Allow the Monitor to Cycle Through All Zones for Final Check

TERMS AND CONDITIONS

“Company” shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions (“Terms”) 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 following commercial services as stated in the Proposal (collectively, the “Services”): inspection, maintenance and repair (the “Maintenance Services”) on equipment (the “Covered Equipment”), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as “Intelligent Services”).

COMPANY’S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.

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

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to these 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 counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Customer’s acceptance of performance by Company 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, other than Customer’s obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the “Service Fees”) are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company’s normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company’s invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. 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. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer’s bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer’s telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer’s communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer’s existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer’s failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses

involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

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

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

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

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is 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 Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; 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.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. 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 Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a 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 Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer 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 Services that are 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 or 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.

1-26.130-7 (1122)
Supersedes 1-26.130-7 (0821)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023



Trane U.S. Inc.
8308 Upland Avenue
Lubbock, TX 79404
Phone: (806) 747-0266
Fax: (806) 744-1033

April 4, 2024

Carlos Aguilar
Medical Center Hospital
PO Box 7239
Odessa, Texas 79760-7976
(432) 640-1149

Site Address:
Medical Center Hosp Pro Bldg
318 N Alleghaney Ave
Odessa, Texas 79761

ATTENTION: Carlos Aguilar

SUBJECT: Continuation of Service Agreement

Your Trane Service Agreement is scheduled for renewal on July 1, 2024. To assure that there will be no interruption of service and benefits to Medical Center Hospital your Service Agreement will be extended through June 30, 2027. The adjusted Service Fees for the renewal term for all sites is set forth in the following table:

Contract Year	Annual Amount	Payment	Payment Term
Year 1	\$4,128.00	\$1,032.00	Quarterly
Year 2	\$4,332.00	\$1,083.00	Quarterly
Year 3	\$4,560.00	\$1,140.00	Quarterly

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

SCOPE OF SERVICE

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

TERMS & CONDITIONS

Terms & Conditions for the renewal period are attached.

CLARIFICATIONS

If Medical Center Hospital accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Rusty Reeves

Trane

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date
Trane's License Number: TACLA23802C

The Initial Term of this Service Agreement is 3 years, beginning July 1, 2024.
Total Contract Amount: \$13,020.00 USD.



HVAC EQUIPMENT COVERAGE

Equipment	Manufacturer	Model Number	Serial Number
Scroll and Reciprocating Liquid Chillers	Trane	CGAE	J94B80498

Service Description

"Local Intervention" for "Local Process" applications (Service 1)
 Air Cooled Scroll Annual Maintenance (Service 2)
 Air Cooled Scroll Quarterly Maintenance (Service 3)

Quantity Per Term

3
 3
 9

CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: "Local Intervention" for "Local Process" applications

Description

- Generic Process (place holder)
- Condenser Coil Cleaning

Service 2: Air Cooled Scroll Annual Maintenance

Description

- Lock Out Tag Out Chiller
- Electrical Inspection
- Control Panel Calibration Check
- Remove Lock Out Tag Out and Restore Power
- Leak Test Inspection (Positive Pressure)
- Compressor Oil Level Check
- Start Unit
- Acid Test
- Manual Log With Electronic Device

Service 3: Air Cooled Scroll Quarterly Maintenance

Description

- Manual Log With Electronic Device
- Compressor Oil Level Check



TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") 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 following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Intelligent Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

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

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these 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 counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company 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, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. 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. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop,

control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

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

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

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

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

Workers Compensation Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is 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 Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; 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.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. 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 Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a 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 Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer 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 Services that are 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 or 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.

1-26.130-7 (1122)
Supersedes 1-26.130-7 (0821)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023



Trane U.S. Inc.
8308 Upland Avenue
Lubbock, Texas 79404
Phone: (806) 747-0266
Fax: (806) 744-1033

April 04, 2024

Carlos Aguilar
Medical Center Hospital
PO Box 7239
Odessa, Texas 79760-7976
(432) 640-1149

Site Address:
Medical Ctr Hospital MOB Bldg
540 W 5th St
Odessa, Texas 79761

ATTENTION: Carlos Aguilar

SUBJECT: Continuation of Service Agreement 627852R9

Your Trane Service Agreement is scheduled for renewal on July 1, 2024. To assure that there will be no interruption of service and benefits to Medical Center Hospital your Service Agreement will be extended through June 30, 2027. The adjusted Service Fees for the renewal term for all sites is set forth in the following table:

Contract Year	Annual Amount	Payment	Payment Term
Year 1	\$15,192.00	\$3,798.00	Quarterly
Year 2	\$15,960.00	\$3,990.00	Quarterly
Year 3	\$16,764.00	\$4,191.00	Quarterly

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

SCOPE OF SERVICE

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

TERMS & CONDITIONS

Terms & Conditions for the renewal period are attached.

CLARIFICATIONS

If Medical Center Hospital accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Rusty Reeves

Trane

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Trane's License Number: TACLA23802C

The Initial Term of this Service Agreement is 3 years, beginning July 1, 2024.
Total Contract Amount: \$47,916.00 USD.

ACCOUNT CHECKLIST-SERVICE AGREEMENTS



Customer, please complete the following information.

1. Is a PO required for each invoice billed? YES NO
 - a) If yes, provide PO Number for your first Quarter of billing: Click or tap here to enter text.
 - b) If no, provide a PO Number for the complete contract price: Click or tap here to enter text.
2. Is there any specific documentation required with your invoice? YES NO
 - a) If Yes, Please specify: Click or tap here to enter text.
3. For those services not covered under the existing service contract (i.e. Time & Materials and Quote jobs), will a Purchase Order be required? YES NO
 - a) If yes Provide PO Number here: Click or tap here to enter text.
 - b) If no please provide what you would like to use in place of a PO: Click or tap here to enter text.
4. How would you like your invoice delivered? MAIL EMAIL EDI (Automatic)
 WEB 3rd Party System (Coupa, Corrigo, Ariba, Tungsten, etc....) : Click or tap here to enter text.
5. Please provide your Bill To Address: Click or tap here to enter text.
6. For PAYMENT inquiries, please provide contact and details below:
 - a) Full Name: Click or tap here to enter text.
 - b) Direct Phone Number: Click or tap here to enter text.
 - c) Email Address: Click or tap here to enter text.
7. Is this site TAX EXEMPT? YES NO

If YES, please click link to upload a VALID exemption for the state where the work will be performed and provide a copy to your Trane contact.

***Please upload all Tax Exemption Certificates to <http://trane.certifytax.com/custportals.aspx>**

***Please Note: Trane Payment Terms are Net 30 Days**



HVAC EQUIPMENT COVERAGE

Equipment	Manufacturer	Model Number	Serial Number
Scroll and Reciprocating Liquid Chillers	KR Products Inc.	WCDCP543	WCJ060002104

Service Description	Quantity Per Term
Condenser coil cleaning (Service 1)	3
Air-Cooled Recip Chiller Annual Inspection (Service 3)	3
Air-Cooled Recip Chiller Quarterly Inspection (Service 4)	9

Equipment	Manufacturer	Model Number	Serial Number
Refrigerant Monitor	Other	N/A	REF-2

Service Description	Quantity Per Term
Refrigerant Monitor Annual Maintenance (Service 2)	6

Equipment	Manufacturer	Model Number	Serial Number
RMWG Refrigerant Monitor and Remote Sensor	Trane	0000000000	NS-21346621

Service Description	Quantity Per Term
MSC-320 Maintenance Procedure (Service 5)	6

Equipment	Manufacturer	Model Number	Serial Number
CH-1 Artic Chiller	Trane	RTHC1C1F0H	U03E00283
Water-Cooled Series R(TM)	Trane	RTHC1C1F0H	U03E00284

Service Description	Quantity Per Term
Condenser Tube Brushing Including Dropping Head (Service 6)	3
Water Cooled Rotary Annual Inspection (Service 7)	3
Water Cooled Rotary Quarterly Inspection (Service 8)	9



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Condenser coil cleaning

Description

- Condenser Coil Cleaning

Service 2: Refrigerant Monitor Annual Maintenance

Description

- Visual Inspection of Monitor
- Inspect Air Sample Tubing
- Review Diagnostics and Set up Menu
- Check Internal Wiring of Monitor
- Replace Line End Filters
- Zero and Span Gas Calibration
- Allow the Monitor to Cycle Through All Zones for Final Check

Service 3 Air-Cooled Recip Chiller Annual Inspection

Description

- Annual Cooling Inspection

Service 4 Air-Cooled Recip Chiller Quarterly Inspection

Description

- Quarterly Inspection

Service 5: MSC-320 Maintenance Procedure

Service 6: Condenser Tube Brushing Including Dropping Head

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Chiller
- Lock Out Tag Out Condenser
- Drain Condenser
- Drop Condenser Head
- Condenser Tube Brushing (Head Previously Removed)
- Reinstall Head and Fill Condenser
- Remove Lock Out Tag Out from Valves
- Remove Lock Out Tag Out and Restore Power
- Return Unit to Normal Operation
- Manual Log With Electronic Device

Service 7: Water Cooled Rotary Annual Inspection

Description

- Initial Site Inspection
- Customer Notification
- Review Diagnostics
- Lock Out Tag Out
- Manual Chiller Log
- Oil Level Check (Screw Machines) Per Circuit
- Compressor And Oil Separator Heater Check
- Oil Analysis Per Circuit
- Flow/Differential Mechanical Switch Check
- Rotary Oil Filter Change

- Leak Test Inspection (Positive Pressure)
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Control Panel Electrical Inspection - Centrifugal
- Remove Lock Out Tag Out
- Pre-Start Chiller Check
- Start Chiller
- Compressor Check (HeliRotor Compressors)

Service 8: Water Cooled Rotary Quarterly Inspection

Description

- Initial Site Inspection
- Review Diagnostics
- Manual Chiller Log

TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") 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 following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Intelligent Services").

COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.

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

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these 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 counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company 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, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. 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. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in

no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminal with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

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

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DEFECTION, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

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

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is 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 Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond

the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; 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.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. 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 Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a 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 Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer 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 Services that are 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 or 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.

1-26.130-7 (1122)
Supersedes 1-26.130-7 (0821)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023



Trane U.S. Inc.
8308 Upland Avenue
Lubbock, Texas 79404
Phone: (806) 747-0266
Fax: (806) 744-1033

April 04, 2024

Carlos Aguilar
Medical Center Hospital
PO Box 7239
Odessa, Texas 79760-7976
(432) 640-1149

Site Address:
Medical Center Hospital WTCC
301 N Washington Ave
Odessa, Texas 79761

ATTENTION: Carlos Aguilar

SUBJECT: Continuation of Service Agreement 1185937R5

Your Trane Service Agreement is scheduled for renewal on July 1, 2024. To assure that there will be no interruption of service and benefits to Medical Center Hospital your Service Agreement will be extended through June 30, 2027. The adjusted Service Fees for the renewal term for all sites is set forth in the following table:

Contract Year	Annual Amount	Payment	Payment Term
Year 1	\$8,940.00	\$2,235.00	Quarterly
Year 2	\$9,396.00	\$2,349.00	Quarterly
Year 3	\$9,864.00	\$2,466.00	Quarterly

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

SCOPE OF SERVICE

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

TERMS & CONDITIONS

Terms & Conditions for the renewal period are attached.

CLARIFICATIONS

If Medical Center Hospital accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Rusty Reeves

Trane

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date
Trane's License Number: TACLA23802C

The Initial Term of this Service Agreement is 3 years, beginning July 1, 2024.
Total Contract Amount: \$28,200.00 USD.



ACCOUNT CHECKLIST-SERVICE AGREEMENTS



Customer, please complete the following information.

1. Is a PO required for each invoice billed? YES NO
 - a) If yes, provide PO Number for your first Quarter of billing: Click or tap here to enter text.
 - b) If no, provide a PO Number for the complete contract price: Click or tap here to enter text.
2. Is there any specific documentation required with your invoice? YES NO
 - a) If Yes, Please specify: Click or tap here to enter text.
3. For those services not covered under the existing service contract (i.e. Time & Materials and Quote jobs), will a Purchase Order be required? YES NO
 - a) If yes Provide PO Number here: Click or tap here to enter text.
 - b) If no please provide what you would like to use in place of a PO: Click or tap here to enter text.
4. How would you like your invoice delivered? MAIL EMAIL EDI (Automatic)
 WEB 3rd Party System (Coupa, Corrigo, Ariba, Tungsten, etc....) : Click or tap here to enter text.
5. Please provide your Bill To Address: Click or tap here to enter text.
6. For PAYMENT inquiries, please provide contact and details below:
 - a) Full Name: Click or tap here to enter text.
 - b) Direct Phone Number: Click or tap here to enter text.
 - c) Email Address: Click or tap here to enter text.
7. Is this site TAX EXEMPT? YES NO

If YES, please click link to upload a VALID exemption for the state where the work will be performed and provide a copy to your Trane contact.

***Please upload all Tax Exemption Certificates to <http://trane.certifytax.com/custportals.aspx>**

***Please Note: Trane Payment Terms are Net 30 Days**



HVAC EQUIPMENT COVERAGE

Equipment	Manufacturer	Model Number	Serial Number
Chiller	Filtrine Manufacturing Company		7134-06

Service Description

Generic Air-Cooled Recip Chiller Annual Inspection (Service 1)
 Generic Air-Cooled Recip Chiller Quarterly Inspection (Service 2)

Quantity Per Term

3
 9

Equipment	Manufacturer	Model Number	Serial Number
Chiller	Trane	RTAA	U05M05381

Service Description

RTAA Annual Inspection (Optional Water or Solution Cleaning) (Service 3)
 RTAA Quarterly Inspection (Service 4)

Quantity Per Term

3
 9



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Generic Air-Cooled Recip Chiller Annual Inspection

Description

- Generic Process (place holder)
- Annual Cooling Inspection
- Condenser Coil Cleaning

Service 2: Generic Air-Cooled Recip Chiller Quarterly Inspection

Description

- Generic Process (place holder)
- Quarterly Cooling Inspection

Service 3: RTAA Annual Inspection (Optional Water or Solution Cleaning)

Description

- Initial Site Inspection
- Customer Notification
- Review Diagnostics
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Visual Condenser Coil Check
- Electrical Inspection
- Meg Compressor Motor(s)
- High Pressure Leak Check (Standard)
- Compressor And Oil Separator Heater Check
- Compressor Check (HeliRotor Compressors)
- Control Panel Calibration Check
- Condenser Fan Check
- Remove LOTO and Check Heater Operation
- Inspect Strainer and Pump - Seasonal Startup
- Evaporator Flow Switch Inspection
- Pre-Start Check RTA*
- Start-Up Sequence (RTAA)
- Manual Log With Electronic Device

Service 4: RTAA Quarterly Inspection

Description

- Initial Site Inspection
- Customer Notification
- Review Diagnostics
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check
- Lock Out Tag Out (Standard)
- Visual Electrical Inspection
- Remove Lock Out Tag Out
- Compressor And Oil Separator Heater Check
- Evaporator Flow Switch Inspection
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Manual Log With Electronic Device

TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") 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 following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Intelligent Services").

COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.

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

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these 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 counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company 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, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. 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. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in

no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminal with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

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

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

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

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is 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 Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond

the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; 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.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. 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 Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a 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 Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer 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 Services that are 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 or 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.

1-26.130-7 (1122)
Supersedes 1-26.130-7 (0821)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS-IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023



To: ECHD Board of Directors
Through: Russell Tippin, President & CEO
Through: Matt Collins, COO
From: Jerry Hild, Divisional Director of Radiology
Date: April 24, 2024
RE: Contract Renewal – Medical Physics Consultants
Contract #001-7250-MPC-2020R

Operational Cost: \$130,000 Budgeted
Term: 7/1/24-6/30/26

REQUEST

The Radiology Department is requesting approval to renew a contract with Medical Physics Consultants to provide testing for radiation producing equipment throughout the health system, as required by DNV, state and federal regulations. Approximate annual spend is \$64,500/yr. Contract term is two years for a total estimated spend of \$130,000. This is a budgeted operational expense.

PURPOSE OF CONTRACT

Medical physicist services are required upon installation of new equipment, annual equipment evaluation and evaluation after certain repairs per stated regulations for all radiation producing equipment.

RECOMMENDATION

MCH Radiology has worked with this company for provision of medical physicist services for the past 20+ years. The company is very responsive to our needs, and we have had no findings when undergoing inspections regarding regulations for which the physicist is responsible. Approval is recommended.



To: ECHD Board of Directors
Through: Russell Tippin, President & CEO
Through: Matt Collins, COO
From: Erica Wilson, Director of Pharmacy
Date: April 25, 2024
RE: Contract Renewal – Baxter Dose Edge, 001-7330-BH-2018-DESL

Operational Cost: \$70,200
Term: 3 years, tentative 6/1/2024-5/31/2027

REQUEST

The Pharmacy Department is requesting approval to renew a contract with Baxter Dose edge which is our remote IV Room product verification program. Approximate annual spend is \$23,400/yr. Contract term is three years for a total estimated spend of \$70,200. The price has reduced by \$32,400 annually due to negotiations and new Vizient/TPC contracts. This is a budgeted operational expense.

PURPOSE OF CONTRACT

The program allows for pharmacy technicians to independently compound products with remote verification from pharmacists. The program also maintains all regulatory documentation required by TSBP and USP 797.

RECOMMENDATION

Other systems on the market were reviewed by pharmacy team members and Dose Edge was the chosen product to go with. Approval is recommended.



VERO Biotech Inc. Amendment/Renewal

Date: 4/30/24
To: Ector County Hospital District Board of Directors
Through: Russell Tippin, President / CEO
Kim Leftwich, Vice-President / CNO
From: Renato Galindo MPA, RRT, CPFT, AE-C
Director of Cardiopulmonary Services
Re: MCH Nitric Renewal

Total Cost... (Budgeted) \$130,000

OBJECTIVE

Renew our contract with Vero Biotech to continue the capability of delivering nitric therapy to our NICU and adult cardiac population.

HISTORY

Currently MCH has provided nitric gas therapy for many years. The gas allows for oxygen to reach the blood in neonatal and adult patients with severe cardiac disease. Historically, \$220,000 was budgeted per fiscal year with the previous vendor. In 2021 a change of vendors was approved. VERO Biotech has a pay for use system that also covers all disposables. With proper use of evidence-based protocols, we have reduced the budgeted amount to \$130,000, with average expenditure of \$90,000.

FTE IMPACT

No additional FTE(s) will be required.

INSTALLATION & TRAINING

Provided by Vendor

WARRANTY AND SERVICE CONTRACT

This contract is for 3 years. This will allow for continuous delivery of this essential gas at a rate of \$175 per hour of use. This will cover device and all disposables. Should we not use the device in a month, MCH will not have to pay.

MEMORANDUM

TO: ECHD Board of Directors

FROM: Tonya Coke, Director of Marketing
Through Alison Pradon, Vice President of Development

SUBJECT: Current Media – Contract

DATE: May 7, 2024

Cost:

PROFESSIONAL SERVICES/PRICING STRUCTURE

Below is a general pricing structure. The numbers below are submitted to give MCHS an idea of what each service could cost. These are only estimates and will be updated once a full marketing plan is approved. Current Media generally bills \$150 an hour for all services, however, we would be open to discussing a retainer based on the needs established in an approved marketing plan. When establishing a retainer, we recommend a 90-trial period to make sure that the amount/hours agreed upon are beneficial to both parties.

SERVICES		
Consultant Retainer Fee	Monthly retainer for agency services - includes meetings, strategic planning, community outreach, and administrative services performed on behalf of the health system.	<i>Current Media is open to discuss retainer amount - depending upon what is required each month.</i>
Creative Services - Design, Layout, Copywriting	All creative services are billed at the same hourly rate for design, layout and copywriting - <i>however we often set up a rate for each project at the onset of a contract so that the client is aware of costs before work begins.</i>	\$150/hour
Social Media - Design, Layout, Copywriting	All social media services are billed at the same hourly rate for design, layout and copywriting - <i>however we often set up a rate for each project at the onset of a contract so that the client is aware of cost before work begins.</i>	\$150/hour

Advertising Services, Storyboard, Design, Copywriting	All advertising services (TV, radio, print, outdoor, online, direct mail) are billed at the same hourly rate for design, layout and copywriting.	\$150/hour
Media Placement	Media buying services are typically covered by the media outlets. Most traditional and digital mediums will provide a 15% commission to the agency of record. When a commission is not automatically given, we mark up the medium the equivalent of 15%.	15% Commission on Media
Broadcast Services - Production/Supervision	Production and supervision charges are billed at the agency hourly rate.	\$150/hour
Broadcast - Video crew, equipment rental, props, makeup, etc.	All outside services will be billed at their rate plus an agency markup.	Based on client specifications
Photography	Photography will sometimes require a professional in which case the hourly rate includes time to shoot and edit. The hourly rate included is the average based on current vendors.	\$200/hour
Travel	Hourly rate billed at 1/2 rate; Out-of-pocket expenses billed separately; Mileage billed at IRS rate.	\$75/hr

Background:

CVA s closing April 27, 2024, as the CEO is retiring. Current Media will manage our CVA accounts in the interim. We will begin a three (3) year contract beginning October 1, 2024 through September 20, 2027.

Current Media Partners, LLC is a full-service advertising and marketing firm, based in the Permian Basin, offering the following services:

Account Planning Services

- Strategic Planning
- Content Management
- Market Research

Creative Services

- Graphic Design
- Corporate Identity Packages

Public Relations

- PR Support
- Community Relations Support

Media Placement Services

- Radio
- Television
- Newspaper
- Outdoor
- Digital

Digital Suite of Services

- Website Design, Programming & Development
- Social Media Advertising
- Social Media Management
- Google Ads
- Pay Per Click
- Display Ads
- Geo-targeted Display Ads
- IP-targeted Advertising
- Retargeting Campaigns
- Email Marketing

Will provide a good media mix is imperative for such a broad target audience. Our goal will truly be to find people where they are which will require a mix of both traditional and digital mediums to carry our messaging.

Staffing:

No additional FTE's required.

Disposition of Existing Equipment:

N/A

Implementation Time Frame:

Current Media will begin work in the interim to manage our accounts through the remainder of FY24. Our three-year contract will begin October 1, 2024.

Funding:

Will work within current approved media budget through FY24 and will begin with our new budget in FY25 through FY27.



FY 2021 CAPITAL EQUIPMENT REQUEST

Date: April 17, 2024

To: Ector County Hospital District Board of Directors

Through: Russell Tippin, President / CEO
Kim Leftwich, CNO

From: Sherice Matthews, BSN, RN Associate Chief Nursing Officer
Denise Rodriguez, BSN, RN, CMC Director

Re: 4C Telemetry Upgrade

Total Cost... (Unbudgeted) \$246,290.76

OBJECTIVE

To resolve connectivity issues to telemetry monitoring on 4C

HISTORY

As above. 30 telemetry boxes on 4C and 15 others house wide are on the 608 frequency. This frequency is not private and out of Ft. Davis and used by the PBS station.

This frequency has led to problems of lost communication errors and also artifacts on the monitoring strips. The recommended fix is to replace the old system with a new system from Nihon Kohden.

PURCHASE CONSIDERATIONS

No other purchase considerations as Nihon Kohden is our current contracted provider for telemetry services/equipment.

FTE IMPACT

Will not require any additional FTE

INSTALLATION & TRAINING

Provided by vendor.

WARRANTY AND SERVICE CONTRACT

1 year warranty on telemetry boxes

DISPOSITION OF EXISTING EQUIPMENT

There are a few telemetry boxes that are on 4C that are not on the 608 frequency that may be used throughout the hospital as spares for lost or broken telemetry boxes.

LIFE EXPECTANCY OF EQUIPMENT

10 years

MD BUYLINE INFORMATION

Meets MD Buyline recommended pricing

COMMITTEE APPROVAL

ECHD Board

Pending

**THE BOARD OF DIRECTORS
OF THE
ECTOR COUNTY HOSPITAL DISTRICT**

A RESOLUTION

WHEREAS, the Ector County Hospital District (“the Hospital District”) suffered and continues to suffer harm as a result of the ongoing opioid epidemic; and

WHEREAS, the Hospital District intends to accept money distributed to the Hospital District by the Texas Opioid Abatement Fund Council (“the Council”) under Texas Government Code Section 403.508(a)(2) and 34 Texas Administrative Code Section 16.222, and use that money to remediate the opioid crisis.

**THEREFORE, THE BOARD OF DIRECTORS OF THE ECTOR COUNTY
HOSPITAL DISTRICT RESOLVES:**

Section 1. That Russell Tippin, President/CEO, has the authority to act on behalf of the Hospital District in all matters related to the above-mentioned money distributed by the Council to the Hospital District, including the authority to sign all official documents related to the distribution;

Section 2. That all the above-mentioned money received from the Council by the Hospital District will be used:

(a) to remediate the opioid crisis, including providing assistance in one or more of the following categories: treatment and coordination of care; prevention and public safety; recovery support services; or workforce development and training; or

(b) if a court order or settlement agreement requires the money to be used for one or more specific purposes, for a permissible use provided by that court order or settlement agreement.

Section 3. That the Hospital District will return to the Council all the above-mentioned money received from the Council by the Hospital District in the event of loss or misuse of such money.

Section 4. That if there is a change of authorized official, the Hospital District will submit to the director of the Council a new resolution from the Hospital District's governing body that contains the information required under 34 Texas Administrative Code Section 16.222(i)(1).

Section 5. That this resolution takes effect immediately after its passage.

PASSED and **APPROVED** on May 7, 2024.

Wallace Dunn, Board President

Don Hallmark, Board Vice President

ATTESTED:

David Dunn, Board Secretary

April CEO Report

Community Outreach

April 8 – Estis Compression requested health education and information on services as part of their employee benefits enrollment. Education provided included Hands Only CPR from Cardiovascular, Stop the Bleed from Trauma, and Mission Fitness. Information on providers and available services was provided by ProCare, Urgent Care and the Walk-In Clinic.

April 13 – Harmony Home hosted their annual Party in the Parking Lot. Trauma was on hand with Distracted Driving education and Cardiovascular provided Hands Only CPR education. FHC participated with information on the Healthy Kids Clinic.

April 20 – FHC Healthy Kids Clinic participated in the annual YMCA Healthy Kids Day with information on providers and services.

April 27 – Odessa Fire & Rescue held an Open House for the community. Cardiovascular provided Hands Only CPR education and ProCare Urgent Care participated with information on services.

Upcoming

May 2 – Carver Early Education Center is hosting their annual Fun in the Sun event for their students and families. FHC Healthy Kids Clinic will participate with information on services.

May 8 – MCH is the presenting sponsor for the annual Go Red for Women luncheon. Prior to the luncheon a mini health event is available with information and education. MCH will be represented by Mission Fitness, OHI with blood pressure checks and information on services and providers, Cardiovascular will provide Hands Only CPR education along with information on Watchman and TAVR procedures, and Oncology Navigation will be on hand with Breast Cancer Awareness information. In addition, the luncheon will showcase a panel discussion which will include Dr. Manohar Angirekula and Dr. Stephanie Kubacak. Dr. Hulsey will provide the opening welcome.

May 16 – TXDOT has invited MCH to be a part of their annual Wellness Fair for employees as part of their benefit enrollment. This is an opportunity to provide health education along with information on services. MCH participants will include Mission Fitness, ProCare, Trauma with Stop the Bleed, and Cardiovascular with Hands Only CPR.

Upcoming MCH Events in May

May 3

First Friday – MCH Diamond Dash/Concert/Food Trucks

Medical Cetner Health System's 75th Anniversary kick off to the community with the first ever MCH Diamond Dash Fun Run as part of the First Friday ODTX Series with Odessa Arts and Downtown Odessa, Inc. on Friday, May 3. We are hosting several food trucks, beverages, and live music in the MCH parking lot (corner of 3rd and Alleghaney) featuring Brian Milson and also The Barnhearts from 6 p.m. - 9 p.m.

May 6 – May 12

Nurses Week

May 6

MCH Nursing Flagpole Dedication

The MCH Nursing staff is inviting all employees to a special dedication ceremony for the nursing flagpole outside of the south parking garage, symbolizing the strength and unity of our nursing community. In conjunction with the flagpole dedication, Communications/Marketing will be partnering with Nursing Administration in announcing the burial of a nursing time capsule beneath the flagpole, scheduled for May 2025. Each department has the opportunity to contribute a symbolic item in dedication to their department.

May13 – May 17

Hospital Week

Nonclinical employees have been authorized to wear jeans.

May 13

Mangonada Monday

11 am - 2 pm in the Cafeteria

May 14

Food Truck Tuesday

8 pm - 12 am in the circle drive outside main admitting

May 15

MCH Picnic

Communications/Marketing, EAC, and Foundation/CMN partnering. Food catered by Ed & Toms BBQ will be served to all employees in the first floor of the south parking garage, catering provided by the EAC. Staff are encouraged to wear the 75th Anniversary T-Shirt provided on behalf of MCHS Communications/Marketing during the picnic. T-shirts will be distributed before the event.

May 16

Thursday EAC Gift Day – will provide a gift to all employees

Coffee & Donuts provided by Communications/Marketing 6:30 am - 10 am in the boardroom

May 17

Friday MCH Spirit

Wear MCH Orange and Blue

Dress appropriately for your department.

Medical Center Health System Communications/Marketing Media Placements

April Campaign Build Out:

Digital Ads Rotating:

Branding
CARDIO
FAM MED
Surgery
FHC 5% (Year Round) Walk in Clinic
Urgent Care 5% (Year Round)

Digital Video Ads Rotating:

Branding-Hulsey 10%
Tippin-Cardio 25%
Denver – Cardio Hear Scans 20%
Fam Med-Jac Vel 10%
Fam Med-Commercial 10%
Surgery Video – 25% NEW ROBOT VIDEO

OA Digital Ads (Spilt equally):

FHC
Surgery (NEW ROBOT ADS)
Urgent Care/Walk in Clinic
Fam Med

TV Commercials:

-TV Buys Cardio/Tippin & Fam Med
Branding-Hulsey
Tippin-Cardio
Denver – Cardio Heart Scans
Fam Med Jac Vel Test
Surgery-NEW ROBOT VIDEO
Fam Med Commercial

Billboard (s):

-MCH Branding – Your One Source for Health
- My MCH Telehealth (Get Well Now)
-Loving Our Patients
-Walk in Clinic with Hours

Andrews Billboards:

-MCH Branding – Your One Source -Quality Care Close to Home
-Heart Health
-My MCH (Sick as a Dog)

Static Billboard:

1) NEW My MCH Billboard -Quality Care Close to home (new in Jan)

Pipeline Magazine:

SURGERY NEW ROBOT AD
ARTICLE- SURGERY NEW ROBOT Article

Chamber Digital Mailer:

SURGERY NEW ROBOT AD Click Here: <https://www.mchodessa.com/services/surgical-services/>

Odessan Magazine:

SURGERY NEW ROBOT AD
ARTICLE- SURGERY NEW ROBOT Article

Odessa Living Magazine – (Spring Edition-Placed):

-My MCH Telehealth

Midland Living Magazine – (Summer Edition Due June 9th):

- My MCH Telehealth

FACES Magazine – Complete featuring Dr. Hulsey

Midland Lifestyles - (May EDITION):

AD– ProCare Ortho SURGERY NEW ROBOT AD
ARTICLE – SURGERY NEW ROBOT AD

Odessa Chamber E-Blast (s):

APRIL 3rd: Quick Accessible Care - Urgent Care/Walk in Clinic Click through to this site:
Your One Source for Quick Accessible Care | Medical Center Health System
(mchodessa.com)

APRIL 10th : OBGYN ProCare Ad Click through to this site: MCH Women's Center |
Medical Center Health System (mchodessa.com)

APRIL 17th : MCH 75th First Friday Ad
Click through to this site: Link to follow

Podcast J & J Topics/Promos to push April:

Wk 1- Walk-in Clinic
Wk 2- NEW ROBOT ORTHO AT MCH
Wk 3- ProCare OBGYN Services
Wk 4- NEW ROBOT ORTHO AT MCH