

Inordinate Spending Authorization
(For items above spending limits but within budgets.)

Department: EMS Date: 2-20-2020

Requestor: Jan Harding

Item description: MXI-H&E0 Medix safe
 Cost Per Item: 1610⁰⁰ Quantity: 1 Extended Cost: \$0.00

Item description: _____
 Cost Per Item: _____ Quantity: _____ Extended Cost: \$0.00

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 Cost Per Item: _____ Quantity: _____ Extended Cost: \$0.00

Related expenses (eg. Shipping & Handling): _____
 Total Requested Spending: \$0.00

Budget Account(s):	Fund	Dept	Object	Amount
	<u>001-00-326074</u>	<u>EMS</u>	<u>safe</u>	<u>1610⁰⁰</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Total budget lines:				<u>\$ 1610⁰⁰</u>

Project description/justification:

Safe that requires badge access for Anthony station where medications are kept to restock. State pharmacy inspector recommended it on their last inspection and it would allow us to log who has been in the safe. Since we have medix safes on the ambulances Bob Randall said we should not need any updated software.

Attach required quotes and additional documentation as needed.

Approved Date: _____

BoCC Signature: _____

ESSC, Inc./MedixSafe

1619 Bartlett Rd. Memphis, TN 38134 www.MedixSafe.com
 Toll-free 1-855 MEDIXSAFE (633-4972) ~ Fax 901 367-2831

MedixSafe Quote/Sales Agreement

ESSC Inc. is the owner of MedixSafe

ESSC, Inc. ("Seller") & Harper County EMS ("Buyer")
 Shipping Street Address: 102 S Penn
 City: Anthony State: KS ZIP code: 67003
 Billing Address: _____
 City: _____ State: _____ ZIP code: _____
 Phone: 620-842-3506 FAX: _____
 Contact Name: Jan Harding
 E-Mail: jharding@harpercountyks.gov

Agree as follows: 1. DESCRIPTION OF GOODS. Buyer agrees to buy and Seller agrees to furnish to buyer the following goods (the "Equipment")

Quantity	Product Code	Description of Goods	Unit Price	Total Price
1	MX1-HID	MedixSafe – MX1-HID TCP/IP Electronic Security Narcotics Cabinet with HID Proximity Card Reader & PIN Pad 14"H x 12"W x 16"D		\$1,550.00
		TECHNICAL SUPPORT is FREE for first 6 mo. after ship date. Please see Section 7 or MedixSafe price list for hourly/yearly support pricing.		
		FREIGHT AND/OR DELIVERY		\$60.00
Total Agreement Price: MedixSafe Access Control Software Included				\$1,610.00

PRICE: Buyer will pay seller the sum of \$ 1,550.00 for equipment F.O.B. Destination, Freight Collect: \$ 60.00 Total \$ 1,610.00

Advance Payment Discount: 10% discount if total purchase price is paid in full when order placed (-\$155.00)

*A 2.9% processing fee will be charged if paid by credit card, debit card or bank account transfer. (+\$42.20)

Please mail check payments to:
ESSC Inc/MedixSafe
 1619 Bartlett Rd.
 Memphis, TN 38134

These credit/debit cards are also accepted as payment:



Please initial here _____ if you would like to pay by credit or debit card.
 You will receive an email from ESSC Inc. to complete the transaction. A 2.9% processing fee will be charged on all invoices paid by card. You may also enter your payment information on pg. 2 of this form, if you would like us to process it for you. You will receive a receipt by email.

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Credit Card type _____ Credit Card # _____ Exp. _____ 3 or 4 digit pin _____

Name on Card _____ Billing Address _____

2. DELIVERY: Seller will use its best effort to ship the Equipment to Buyer on or about, 3-4 days after receipt of order. Seller shall arrange at Buyer's expense for shipment of the Equipment to Buyer by such carrier and routing as Seller deems appropriate. Seller shall in no event be liable for delays in shipment or delivery, failure to manufacture or other inability to perform this contract caused by acts of God, acts of Buyer, materials, components, governmental control, force majeure or any other contingency.

3. RATES AND PRICES: The rates and prices provided under any Schedule will be honored for 90 days from receipt of agreement.

Date _____

By _____
(Signature of Authorized Representative of Buyer)

Date 2/14/2020

By Lindsay McCallum
(Signature of Authorized Representative of Seller)

4. INSURANCE: Insurance against damage or loss during transit shall be purchased by Seller and charged to Buyer as indicated in section one freight charges above.

5. LATE FEES: Any MedixSafe invoice not paid within sixty (60) days of such billing is subject to a 1.5% monthly interest charge. MedixSafe reserves the right to use any and all means of collection available under applicable law to collect any amount past due.

6. DISCLAIMER OF LIABILITY: It is mutually agreed that Seller is not an Insurer of persons life, limb or property, and that the payment here-in-before named is based solely upon the value of the product herein transferred, and is not the intention of the parties that the Seller assume responsibility or be liable to anyone whomsoever for the death or injury of any person, for any loss or damage which may to any time be occasioned solely or because of the failure of the product to perform its function or but the malfeasance or misfeasance of the Seller of the service under this contractor for any loss or damage sustained through burglary, theft, robbery, force or other cause, because of other labor disturbances, riots, war authority of law, or acts of God. If there shall, notwithstanding the above provisions, at any time be or arise any liability on the part of Seller by virtue of this agreement, or because of the relations hereby established, whether due to negligence of Seller, its employees, agents or otherwise, such liability is and shall be limited too sum equal to the purchase price of the product herein transferred. Such liability as herein set forth is fixed as liquidated damages and not as penalty and this liability shall be complete and exclusive.

7. WARRANTIES: Seller warrants only those products manufactured by Seller and Listed in section of Item One and solely to the original Buyer, that the Equipment will be installed in conformity with specifications and drawings expressly approved by Seller. Seller further warrants that the Equipment will, upon shipment, be free from defects in title and materials and workmanship, provided that it is properly installed, maintained, operated and serviced. Seller's warranties equipment three years from date of shipment of the Equipment. Warranty includes advanced replacement on all items listed in section of item one. Seller may, at its option, examine the Equipment where located or have the part claimed to be defective returned to Seller for inspection. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, SHALL EXIST IN CONNECTION WITH ANY EQUIPMENT SOLD OR FURNISHED BY SELLER, AND SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

8. TECHNICAL SUPPORT: Seller will provide technical support and assist with deployment of products and software, at NO COST, for the first 6 months after order ship date. Buyer may purchase extended, unlimited support on a yearly basis, for a cost of: \$300/year (1-10 safes), \$500/year (11-29 safes), \$700/year (30-59 safes), \$900/year (60-90 safes). If Buyer does not purchase extended support, all support calls, with the exception of those related to product warranty, will be charged at a rate of \$75.00 per hour, with a 1-hour minimum charge.

9. WIFI PROGRAMMING CHARGES: Buyer must provide completed Wi-Fi Site Survey document along with sales agreement at the time of order placement for products with Wireless Upgrade. Seller will pre-program each keypad and wireless device, including the wireless access point(s) provided by Seller. If Seller does not receive document or IP information at the time of order placement, Buyer will be responsible for programming Wi-Fi devices and AP(s) with the assistance of MedixSafe tech support via phone and will be invoiced programming charges of \$50.00 per MedixSafe cabinet.

10. REMEDIES LIMITED: Seller will, at its option, either repair or furnish a replacement part for Equipment manufactured by Seller which upon inspection is determined to be defective under Seller's warranty and will correct any installation made under its direction pursuant to Section 4. The foregoing sets forth Buyer's sole remedy for any breach of Seller's warranties or any defect in the Equipment or in work for which Seller is responsible. Without limiting the generality of the foregoing, SELLER SHALL IN NO EVENT BE LIABLE FOR LOSS OF MONEY, OTHER VALUABLES, PROFITS OR OTHER CONSEQUENTIAL DAMAGES RESULTING FROM THE USE, LOSS OF USE, OR MALFUNCTION OF ANY EQUIPMENT SOLD BY SELLER, WHETHER OR NOT FORESEEABLE BY SELLER, AND WHETHER OR NOT DUE TO INSTALLER'S NEGLIGENCE.

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11. GENERAL:

(a) This Agreement including Sections 1 through 12 of this page, and any specifications or drawings incorporated by reference overleaf and approved by Seller, constitutes the entire Agreement between Buyer and Seller. No oral or other Agreements or understandings conflicting with, or in addition to, the provisions hereof or the specifications and drawings, shall be of any force and effect unless agreed to in writing and signed by both Buyer and Seller.

(b) Any rejection of goods for being nonconforming under the requirements of this contract must be made by the Buyer by sending written notification to the Seller of the rejection within 15 days after their delivery. Such notification shall state the basis of the alleged nonconformity of the goods, and the description of that portion of the shipment being rejected.

(c) The parties acknowledge that the transaction which is the subject matter of this contract bears a reasonable relation to the State of Tennessee, and agree that the law of the State of Tennessee will govern their rights and duties.

(d) Buyer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller.

12. EFFECTIVE DATE: This contract shall not be effective or binding upon the Seller until signed by its duly authorized representative at its Head Office.