HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY
May 25, 2021
5:30 P.M.

SARAH WINNEMUCCA CONFERENCE ROOM
DISTRICT BOARD OF TRUSTEES MEETING AGENDA

MEETING DATE: Tuesday May 25, 2021
MEETING TIME: 5:30 pm
MEETING PLACE: Sarah Winnemucca Conference Room
Humboldt General Hospital
118 E Haskell St, Winnemucca, Nevada

PLACES POSTED: in Winnemucca, Nevada at:
Humboldt General Hospital, 118 E Haskell Street
Humboldt County Courthouse, 50 W Fifth Street
Winnemucca City Hall, 90 W Fourth Street
Humboldt County Library, 85 E Fifth Street
United States Post Office, 850 Hanson Street
www.hghospital.org https://notice.nv.gov

PERSON POSTING: Alicia Wogan

MEETING ATTENDANCE MAY BE VIA TELECONFERENCE OR VIDEOCONFERENCE OR IN-PERSON

THE ATTENDANCE FOR MEMBERS OF THE GENERAL PUBLIC AT THE PHYSICAL LOCATION MAY BE LIMITED DUE TO DISTANCING REQUIREMENTS

THE TELECONFERENCE AND VIDEOCONFERENCE ACCESS INSTRUCTIONS APPEAR BELOW

Teleconference: Dial 1-646-749-3122 - Access Code 368-086-437
Videoconference: https://global.gotomeeting.com/join/368086437

A. CALL TO ORDER

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

C. MEDICAL STAFF-HOSPITAL DEPARTMENT REPORTS
   (These agenda items are designated to give the opportunity to report and update the Hospital Board on each group or department listed. No action may be taken upon a matter raised under this section until it is placed on an agenda for action.)
   1. Medical Staff report – Chief of Staff
      a) COVID update
   2. MedX report – Bill Hammargren
   3. Patient Survey – Robyn Dunckhorst and Sara Otto
   4. Administration report
      a) EMS update – Brett Peine
      b) CEO report – Tim Powers
D. CONSENT AGENDA
(The Board is expected to review, discuss and take action on this agenda item. The items may be approved in a single motion; however, upon Board member request, any consent item may be moved to the discussion portion of the agenda and other action, including postponement or denial of the item, may take place.)
1. Board meeting minutes for: January 22, 2021, January 23, 2021 and January 26, 2021 are not available because of the computer system failure; and, March 23, 2021 are available.
2. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Lacy Fettic, MD, active-Family Medicine; and, Lee Church, MD, active-Hospitalist/Family Medicine.

E. FINANCIAL REPORTS
(The Board is expected to review, discuss and take action on this agenda item.)
1. Financial update
2. Warrants disbursed - Monthly expenditures

F. BUSINESS ITEMS-OTHER REPORTS
(The agenda items in this section are for discussion and possible action. The action may consist of approval, disapproval, acceptance, rejection, authorization, adoption, recommendation, review, referral to staff, or any other action as appropriate. The items may be heard in any order and at any time unless a time is specified; two or more items may be combined for consideration; an item may be removed from the agenda; or, discussion relating to an item may be delayed at any time.)
1. Hospital Administration-Finance / Public Hearing / fiscal year 2021-2022 tentative budget and amendments to the budget / request for approval of 2021-2022 tentative budget as amended and submission of fiscal year 2021-2022 final budget / CFO-CEO-Administration
2. Hospital Administration / request for authorization to negotiate for the purchase of property to be used for construction of an off-site EMS facility / CEO-EMS Chief
3. Hospital Administration / proposal to engage Architectural Nexus Inc to provide professional services to: (i) develop an overall master plan for the hospital at a cost not to exceed $78,200 plus reimbursable expenses; (ii) conduct a life safety assessment to clarify the current site conditions and provide a life safety plan for future projects at a cost not exceed $22,180 plus reimbursable expenses; (iii) prepare a preliminary architectural feasibility report for evaluation of the existing EMS facility and site for an outpatient specialty clinic at a cost not to exceed $72,230 plus reimbursable expenses (the estimated reimbursable expenses for the preceding three items are $17,599); and, (iv) as an option, surveying and utility location services at a cost of $50,700, topographic surveying at a cost of $5,500 plus estimated reimbursable expenses of $4,400 / CEO-Administration
4. Hospital Administration / proposal to engage Dingus Zarecor & Associates, certified public accountants, at an estimated cost of $60,000 to provide professional services to examine the district’s forecasted financial statements, compile historical financial statements and prepare a demographic study for use in determining prospective financial information and assumptions to be used to obtain USDA financing / CEO-Administration
5. Hospital Administration-Pharmacy / request for authorization to solicit proposals for the proposed laboratory and pharmacy construction projects / CEO-Administration
6. Hospital Administration / request to approve Rachel Lara, RN as the infection preventionist for Humboldt General Hospital / CEO-Administration
7. Hospital Administration-OR / request for authorization to purchase equipment from GE Healthcare consisting of: (i) a cath lab imaging system at a purchase cost of $830,306.18 with an annual cost of $125,342; (ii) a hemodynamic monitoring system at a purchase cost of $146,151.79 with an annual cost of $14,504; and, (iii) a venous access ultrasound system at a purchase cost $36,766.69 / OR-Administration
8. Hospital Administration / request to approve a master services agreement with R1 RCM Inc. to transition the billing function and services from RCM to the hospital district as outlined in a separate statement or statements of work at a cost of $4M paid in eight equal installments
9. District Administration / proposal to authorize the solicitation of requests for proposals to provide legal services to the district and board of trustees / Board

G. TRUSTEE COMMENTS-STAFF REPORTS
(This period is designated for receiving reports, information, updates and proposals from the board and/or staff. No action may be taken upon a matter raised under this section until it is placed on an agenda for action.)

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

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

Notice: The meeting may be accessed via: (i) teleconference by dialing 1-646-749-3122 and using access code 368-086-437; or, (ii) videoconference by entering https://global.gotomeeting.com/join/368086437 in a web browser; or (iii) in-person at the scheduled location listed above.

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

Notice: The Executive Assistant at the Administration Office located at Humboldt General Hospital, 118 E. Haskell Street, Winnemucca, Nevada, telephone number 775-623-5222 extension 1123, is the designated person from whom a member of the public may request the supporting material for the meeting. Staff reports and supporting material for the meeting are available on the Humboldt General Hospital website at http://www.hghospital.org/ and are available to the general public at the same time the materials are provided to the Board of Trustees.

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

Notice: Reasonable efforts will be made to assist and accommodate disabled persons. Please contact the Administration Office by telephoning 775-623-5222 extension 1123, one (1) business day in advance of the meeting.
May 17, 2021

Board of Trustees
Ref: Medical Staff Meeting

The following Medical Staff Appointment, Reappointment, and Provisional privilege files were approved by Medical Staff on May 12, 2021:

Provisional:
- None

Appointment:
- Lacy Fettic, MD  Active-Family Medicine
- Lee Church, MD  Active-Hospitalist/Family Medicine

Reappointment:
- None

Below details additional information on each Medical Staff file:

- **Lacy Fettic, MD** earned her Doctor of Medicine from the University of Nevada, Reno School of Medicine in 2009. She completed her residency in Family Medicine from 2009 to 2012 with the Department of Family and Community Medicine at the University of Nevada, Reno. Dr. Fettic is currently board certified in Family Medicine through the American Board of Family Medicine. Dr. Fettic has worked as an Assistant and Associate Professor with UNR since 2012. Dr. Fettic was overseeing 33 Family Medicine residents in both ambulatory and hospital settings while at UNR. She joined Humboldt General Hospital to oversee our residency program in October 2020 and will also be seeing patients of her own. Dr. Fettic started October 12, 2020 with temporary privileges granted and was granted provisional privileges November 30, 2020.

- **Lee Church, MD** earned his Doctor of Medicine from the University of Minnesota in 2011. He completed his Family Medicine residency from 2011 to 2014 with the University of California, Davis. Dr. Church is board certified through the American Board of Family Medicine and holds current ATLS, BLS, PALS, and NRP certifications. Dr. Church most recently worked with Nellis Family Medicine Residency program to evaluate and teach 25 residents and rotating med students. Dr. Church started with Humboldt General Hospital as a Hospitalist through RPG in November 2020. Dr. Church will become a full-time HGH Hospitalist in 2022. He was granted temporary privileges on November 12, 2020 and provisional privileges on November 30, 2020.

Thank you,
Jessica Villarreal
Medical Staff Credentialing Coordinator
<table>
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<tr>
<th>Prior Yr</th>
<th>Budget</th>
<th>Actual</th>
<th>Prior Yr</th>
<th>Budget</th>
<th>Actual</th>
<th>Fy 2020 YTD</th>
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<td>$2,691,882</td>
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<td>INPATIENT REVENUE</td>
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<td>253,046</td>
<td>LTC</td>
<td>4,543,375</td>
<td>5,781,402</td>
<td>4,831,008</td>
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<td>272,381</td>
<td>621,462</td>
<td>757,212</td>
<td>CLINIC REVENUE</td>
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<td>7,975,997</td>
<td>8,873,305</td>
<td>8,711,871</td>
<td>TOTAL PATIENT SERVICE REVENUE</td>
<td>89,997,332</td>
<td>89,921,952</td>
<td>85,555,099</td>
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<td>(3,324,757)</td>
<td>(3,840,758)</td>
<td>(3,429,504)</td>
<td>39% CONTRACTUAL ADJUSTMENTS</td>
<td>(32,092,447)</td>
<td>(38,893,013)</td>
<td>(37,490,328)</td>
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<td>(756,342)</td>
<td>(754,276)</td>
<td>(793,856)</td>
<td>9% BAD DEBT</td>
<td>(10,120,801)</td>
<td>(7,643,333)</td>
<td>(8,800,907)</td>
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<td>3,895,080</td>
<td>4,478,269</td>
<td>4,488,511</td>
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<td>1,141,732</td>
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<td>11,477,763</td>
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<td>596,851</td>
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<td>OTHER SUPPLIES &amp; MINOR EQUIPMENT</td>
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<td>1,171,652</td>
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<td>REPAIRS AND MAINTENANCE</td>
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<td>RENTS AND LEASES</td>
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<td>528,963</td>
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<td>525,315</td>
<td>DEPRECIATION</td>
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<td>5,096,377</td>
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<td>3,165</td>
<td>20,952</td>
<td>5,421</td>
<td>TRAVEL, MEALS &amp; EDUCATION</td>
<td>119,648</td>
<td>212,921</td>
<td>201,579</td>
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<td>424,881</td>
<td>123,443</td>
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<td>OTHER EXPENSE</td>
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<td>5,155,477</td>
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<td>8,172,478</td>
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<td>58,444,151</td>
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<td>51,168,492</td>
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<td>(1,204,710)</td>
<td>(401,148)</td>
<td>(3,766,610)</td>
<td>NET OPERATING INCOME/(LOSS)</td>
<td>(10,315,872)</td>
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<td>5,000</td>
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<td>(7,115)</td>
<td>DONATIONS</td>
<td>(34,281)</td>
<td>(20,822)</td>
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<td>906,262</td>
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<td>697,078</td>
<td>CARES ACT PROVIDER RELIEF FUNDS</td>
<td>3,307,544</td>
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<td>2,944</td>
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<td>MISCELLANEOUS</td>
<td>8,463</td>
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<td>1,041</td>
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<td>1,070,169</td>
<td>438,897</td>
<td>1,033,241</td>
<td>NON-OPERATING REVENUE/(EXPENSES)</td>
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<td>5,465,962</td>
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<td>(134,541)</td>
<td>$37,749</td>
<td>(2,733,369)</td>
<td>NET INCOME/(LOSS)</td>
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<td>(6,043,115)</td>
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<td>$394,322</td>
<td>$511,094</td>
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<td>EBIDA</td>
<td>3,028,821</td>
<td>5,169,247</td>
<td>(646,738)</td>
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**HUMBOLDT COUNTY HOSPITAL DISTRICT**
**D/B/A HUMBOLDT GENERAL HOSPITAL**
**STATEMENTS OF NET POSITION**
**APRIL 30, 2021**

<table>
<thead>
<tr>
<th></th>
<th>ACTUAL 4/30/2021</th>
<th>AUDITED 6/30/2020</th>
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<td><strong>ASSETS:</strong></td>
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<tr>
<td>CURRENT ASSETS</td>
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<tr>
<td>CASH AND CASH EQUIVALENTS</td>
<td>$28,689,340</td>
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<td>ACCOUNTS RECEIVABLE, NET</td>
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<td>OTHER RECEIVABLES</td>
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<td>INVENTORY</td>
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<td>PREPAIDS</td>
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<td><strong>TOTAL CURRENT ASSETS</strong></td>
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<td>$51,406,447</td>
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<td>PROPERTY, PLANT AND</td>
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<td>EQUIPMENT</td>
<td>54,355,987</td>
<td>58,277,583</td>
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<td>NET OF DEPRECIATION</td>
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<td>**DEFERRED OUTFLOW OF</td>
<td></td>
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</tr>
<tr>
<td>RESOURCES</td>
<td></td>
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<tr>
<td>PENSI0N DEFERRED OUTFLOWS</td>
<td>5,486,127</td>
<td>5,486,127</td>
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<td><strong>TOTAL ASSETS</strong></td>
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<td>$115,170,157</td>
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<td><strong>LIABILITIES:</strong></td>
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<td>CURRENT LIABILITIES</td>
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<td>OTHER CURRENT LIABILITIES</td>
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<td>291,878</td>
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<td><strong>TOTAL CURRENT LIABILITIES</strong></td>
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<td>5,291,391</td>
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<td>LONG TERM LIABILITIES</td>
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<td>NET PENSION LIABILITY</td>
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<td>27,978,114</td>
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<td>**DEFERRED INFLOW OF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RESOURCES</td>
<td></td>
<td></td>
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<td>PENSI0N DEFERRED INFLOWS</td>
<td>2,478,091</td>
<td>2,478,091</td>
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<td>DEFERRED REVENUE - CARES ACT</td>
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<td>DEFERRED REVENUE - PENNINGTON FOUNDATION</td>
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<td><strong>TOTAL DEFERRED INFLOW OF RESOURCES</strong></td>
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<td><strong>TOTAL LIABILITIES</strong></td>
<td>37,200,131</td>
<td>38,458,987</td>
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<td><strong>FUND BALANCE:</strong></td>
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<td>NET POSITION</td>
<td>74,332,164</td>
<td>76,711,170</td>
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<td><strong>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</strong></td>
<td>$111,532,295</td>
<td>$115,170,157</td>
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## Humboldt General Hospital

### Presentation of Cash Accounts

**April 30, 2021 -- Fiscal Year 2021**

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<th>ACCOUNTS FOR:</th>
<th>G/L ACCT. #:</th>
<th>LOCATION HELD:</th>
<th>ACCOUNT #:</th>
<th>BALANCES:</th>
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<td>Cash Drawers</td>
<td>10010</td>
<td>Safe/Business Office/Clinics</td>
<td>Cash Drawers(12)</td>
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<td>General Fund Checking</td>
<td>10000</td>
<td>Wells Fargo Bank</td>
<td>3828</td>
<td>7,438,290</td>
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<td>Tax Account</td>
<td>10005</td>
<td>Wells Fargo Bank</td>
<td>925</td>
<td>16,583</td>
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<td>Payroll Checking</td>
<td>10010</td>
<td>Wells Fargo Bank</td>
<td>3836</td>
<td>(825,971)</td>
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<td>General Fund Investment</td>
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<td>Wells Fargo Bank</td>
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<td>589,938</td>
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<td>Hanssen Scholarship Fund</td>
<td>10050</td>
<td>Wells Fargo Bank</td>
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<td>4,009</td>
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**HGH Totals:** 28,689,340

I, Cory Burnett, CFO for Humboldt General Hospital, hereby certifies the above report of cash account balances accurately reflects the actual cash book balances as reported in the general ledger.

**Submitted & Signed:**

Cory Burnett, CFO
Humboldt General Hospital
Capital Asset 5 Year Plan

Changes from preliminary meeting.
- Removed call light system from SNF
- Added $100,000 for IT infrastructure and equipment
- Reduced pharmacy remodel by $400,000
- Added Ambulances and EMS fleet vehicles

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Q4 1,629,000  

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<td></td>
<td>Actual 2020</td>
<td>Budget 2021</td>
<td>YTD 2021</td>
<td>Projected 2021</td>
<td>Budget 2022</td>
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<tr>
<td><strong>INPATIENT REVENUE</strong></td>
<td>32,146,281</td>
<td>42,906,880</td>
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<td>31,590,865</td>
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<td><strong>OUTPATIENT REVENUE</strong></td>
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<td>50,552,529</td>
<td>35,895,548</td>
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<td><strong>LTC</strong></td>
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<td><strong>CLINIC REVENUE</strong></td>
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<td>7,564,755</td>
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<td>6,966,783</td>
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<td><strong>TOTAL PATIENT SERVICE REVENUE</strong></td>
<td>97,786,618</td>
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<td>61,993,415</td>
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<td>(44,295,890)</td>
<td>(23,025,422)</td>
<td>(39,472,153)</td>
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<td>7,234,039</td>
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<td><strong>DEDUCTIONS FROM REVENUE</strong></td>
<td>(46,333,548)</td>
<td>(53,472,983)</td>
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<td>(51,873,362)</td>
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<td><strong>OTHER REVENUE</strong></td>
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<td>71,571</td>
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<td>280,395</td>
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<td>389,201</td>
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<td>511,772</td>
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<td>Year 1</td>
<td>Year 2</td>
<td>Year 3</td>
<td>Year 4</td>
<td>Year 5</td>
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<td>NON-OPERATING REVENUE/ EXPENSE</td>
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<td>(1,261,911)</td>
<td>(2,163,277)</td>
<td>6,963,595</td>
</tr>
</tbody>
</table>
May 12, 2021

Tim Powers
Humboldt General Hospital
118 E Haskell St.
Winnemucca, NV 89445

RE: Master Planning, Life Safety Assessment and PAR Services for Humboldt General Hospital

Mr. Powers,

Architectural Nexus (Arch Nexus) is pleased to submit the following proposal for services to provide an overall masterplan for the hospital and a life safety assessment to clarify the current site conditions and create paths forward for the facility. In addition to this work we will look at the replacement of the EMS facility by moving this building off site and replacing it with an Outpatient Oncology Infusion building. This building’s funding will be at least partially funded by the USDA Rural Development and as such we will follow the USDA Rural Development, 1942-A, Guide 6 for Preliminary Architectural feasibility Report or PAR.

SCOPE OF WORK:

Task 1 - Master Plan:
The Masterplan effort will consist of a review of the existing facility (1-2 days on site for the entire team) and drawings to determine overall department locations, wayfinding, system overview and assessment of future needs. The future needs will be informed by the hospital provided data on the area’s demographics and needs as well as the hospital’s census and perceived census from deficiencies in their area. The team will review the overall building concerns of the team and provide options to correct the areas of concern in a phased approach. Overall diagrams, narratives, rough budget per square foot and systems approach are included as part of this scope. We assume this masterplan work will take about 3-4 months and will include up to (2) on site meetings, remaining meetings will be virtual.

Task 2 - Life Safety Assessment:
The life safety assessment will take under further consideration the overall building construction and provide a current life safety plan for all projects to adhere to going forward. This will allow each new project to bring their current area up to a one set of fire, smoke and exiting standards to clarify the full scope of new project work going forward. This document can also be used for CMS and/or TJC inspections. This work will be done alongside the masterplan’s schedule including the (1) on site review trip for the team.

Task 3 – PAR for EMS and Infusion Oncology buildings:
The PAR scope as noted is based on USDA’s Rural Development, form 1942-A, Guide 6, Preliminary Architectural Feasibility Report. This work will evaluate the existing EMS building, which is notably deficient for the scope of the facility’s needs. This facility will be moved to a new green field site closer to the highway for better access and will consist of spaces for 13 ambulances and a few larger emergency vehicles, staff areas including sleeping quarters and vehicle service areas. The EMS site on the hospital campus will then be evaluated to house a new Outpatient Specialty Clinic including a 10 physician medical home medical clinic with full imaging and POC lab. It will also
house an Oncology Clinic including infusion area, radiation therapy, exam spaces and a satellite pharmacy. Lastly, the building will house the needed administration, business and IT personnel required to service this facility and the hospital. In conjunction with your team, we will reach out to industry partners for the construction cost estimating and constructability review required by this document, which we will review and incorporate into the final report. If required we can add a cost estimator to our scope of work. This work will be done alongside the masterplan’s schedule, including (1) on site review trip for the team.

Optional Task 4 – Site Survey:
KPFF has provided a fee for additional ALTA, Surveying and Utility location services should a local vendor not be found for this work. They will perform and ALTA/NSPS Land Title Survey for the hospital’s current owned parcels. In addition, topographic surveys for the proposed generator and Infusion Oncology project areas will be provided. Additional topographic work can be provided for the entire eastern parcels of the hospital if desired; this is listed as task 4b. Lastly, existing utilities will be located, as this information will be required for any new work on the site. KPFF will utilize a consultant for field location with their surveyors overseeing and collecting the information to incorporate into the final survey. We assume the new parcel will come with this basic survey information as part of the sale of the land as is typical.

Proposed Team:
In order to help you realize your vision for this project and achieve its full potential, we have assembled a team of in-house experts and have solicited proposals from like-minded and highly qualified Design Consultants, as follows:

- **Architecture/Planning** – **Architectural Nexus**:
  - Kelly Schreinhofer, Principal-In-Charge and Medical Planner
  - Scott Larkin, Senior Principal and Medical Planner
  - Jessica Peterson, Medical Planner and Project Manager
- **Structural and Civil Engineering** – **KPFF**, Jordan Terry and Judsen Williams
- **Mechanical and Plumbing Engineering** – **VBFA**, Jeff Watkins
- **Electrical Engineering** – **Spectrum Engineers & Associates**, Peter Johansen
- **Optional Surveying** – **KPFF**, Jordan Terry and Judsen Williams

We recognize that our clients often like to have input into the selection of design team members, and we welcome your comments and suggestions before we make a final determination of our team roster.

**FEE FOR SERVICES**

**Task 1 - Master Plan:**
We propose an **hourly not to exceed fee** of $78,200 and any reimbursable expenses incurred during and directly related to our design services.

**Task 2 - Life Safety Assessment:**
We propose an **hourly not to exceed fee** of $22,180 and any reimbursable expenses incurred during and directly related to our design services.

**Task 3 – PAR for EMS and Infusion Oncology buildings:**
We propose an **hourly not to exceed fee** of $72,230 and any reimbursable expenses incurred during and directly related to our design services.

**Optional Task 4 – Site Survey:**
For this optional task 4a, we propose a **fixed fee** of $50,700 and an **estimated reimbursable budget** of $4,400 expenses incurred during and directly related to our design services. The additional topographic survey (4b) can be provided for a **fixed fee** of $5,500.
Reimbursable Expenses:
For budgetary purposes, we will put an estimated amount of $17,599 for tasks 1 through 3 under reimbursables. While we do not anticipate using that amount, if we find our reimbursable costs getting close, we will notify you and discuss options to either continue the work or strategize methods to reduce reimbursable expenditures. Reimbursables will include the typical items such as printing, transportation, travel time charged at our hourly rates, lodging and meals and will be passed through to you with a markup of 1.1%

Additional Services:
Additional services requested by HGH will be billed at an hourly rate in addition to this proposal upon written approval by HGH. Our current hourly rates are attached for your reference.

Fee Summary Table:

<table>
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<tr>
<th>Task</th>
<th>Base Fee</th>
<th>Fee Type</th>
<th>Election to include Option (Sign next to each selected)</th>
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<td>Task 1 - Master Plan</td>
<td>$78,200</td>
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<td>Task 2 - Life Safety Assessment</td>
<td>$22,180</td>
<td>Hourly not to exceed</td>
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<td>Task 3 - PAR for EMS &amp; Oncology</td>
<td>$72,230</td>
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<td>Task 1-3 Reimbursable Expenses</td>
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<td>Reimbursable Budget</td>
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<td><strong>Project Totals</strong></td>
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<td>Optional: Task 4a - Surveying</td>
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<td>Optional: Task 4b - Additional Topo</td>
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<td>Task 4 Reimbursable Expenses</td>
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<td>Reimbursable Budget</td>
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<tr>
<td><strong>Option Totals</strong></td>
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</table>

On behalf of the entire Nexus team, thank you for this opportunity to work with the Humboldt General Hospital team. We look forward to working with you to help update your community’s hospital. If you have any questions or require further information, please do not hesitate to contact myself or anyone on the Architectural Nexus team.

Sincerely,

Kelly Schreihofner
Principal Medical Planner
Architectural Nexus
May 14, 2021

**Codes:**
- USP 795, 797, 800
- 2012 IBC, Including ANSI A117.1 - 2009
- 2012 UPC
- 2012 UMC
- 2011 NEC
- 2012 IFC
- 2009 IECC
- 2012 NFPA 101/99
- 2018 FGI

**Existing Space:**
- 2,075 SF for the Lab
- 1,919 SF for the Oncology/Infusion Clinic
- Renovation within the 50,563 SF of Building 1
- First Floor of One Story, Fully Sprinklered
- Occupancy: I-2
- Construction: IIIA and V-1 Hour

**Project Summary:**
The existing lab has outgrown their current space and is looking to expand. The age of the lab is also a factor in this new work. The space list details the growth necessary for their expanded capacity and services to truly support this facility. Future growth has been factored in to service a budding oncology program as well. This project incorporates proper space and flow for their existing equipment, some new equipment and a new hood relocated from pharmacy. The overall design intent for this new space is clear views of the entire lab to allow for maximum visibility regardless of where you are working. The phlebotomy area’s main concern is privacy and dignity for their patients. This new space allows for the continued ease of access to the lab as well as some fully private space for children, sick and at risk patients. Storage both dry and refrigerated has been right sized to allow for a more open lab space with no tall shelving in the center spaces. The existing space is within a hospital that has had a number of additions over the years. Some of the thick bearing walls surrounding this area as well as the angled entry area that was just filled in evidence of this. There have been some updates to the building systems but as you will see the age and capacity of most requires new systems to serve this system intense space. The Sonoma conference room is also being converted to support both the lab expansion and the additional needed offices for administration. Full Lab scope, including system and structural changes, can be reviewed in the Lab Feasibility Study document issued on March 31, 2021.

Upon completion and sign-off of the Lab from the state, the existing lab area will be renovated to support outpatient oncology and infusion. This space will support up to six patients in private and semi-private rooms and bays with the required staff and patient support areas, any remaining space will be used to support the adjacent departments.

**Budget:**
Based on some industry partners that have provided a rough budget for this work, we are in agreement that the estimated costs should be within **$2,400,000 to $3,600,000** for this work. Please note: the market is extremely volatile right now. A number of construction materials are on back order, delay or are just scarce or costly, this includes labor, as such the price could be affected, we have done our best working with industry partners to provide a budget with enough contingency to cover this but ultimately we do not control the market.
## Infusion

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<td>100</td>
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<td></td>
<td>not required; determined by ICRA</td>
</tr>
<tr>
<td>Patient toilet</td>
<td></td>
<td>1</td>
<td>60</td>
<td>60</td>
<td></td>
<td></td>
<td>at least (1) in infusion area</td>
</tr>
<tr>
<td>Patient storage</td>
<td></td>
<td>6</td>
<td>10</td>
<td>60</td>
<td></td>
<td></td>
<td>where provided locate in treatment area</td>
</tr>
<tr>
<td><strong>Sub-total General</strong>:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>580</td>
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<tr>
<td>Treatment Support</td>
<td></td>
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<tr>
<td>Provider Work Area</td>
<td></td>
<td>3</td>
<td>60</td>
<td>180</td>
<td></td>
<td></td>
<td>out of traffic and visual of all patient care stations</td>
</tr>
<tr>
<td>Meds</td>
<td></td>
<td>1</td>
<td>80</td>
<td>80</td>
<td></td>
<td></td>
<td>drinking water provided separate from hand-washing station</td>
</tr>
<tr>
<td>Nourish</td>
<td></td>
<td>1</td>
<td>80</td>
<td>80</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Clean workroom or supply</td>
<td></td>
<td>1</td>
<td>100</td>
<td>100</td>
<td></td>
<td></td>
<td>Repurpose room next the EVS</td>
</tr>
<tr>
<td>Soiled workroom or hold</td>
<td></td>
<td>1</td>
<td>80</td>
<td>80</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Equip/supply storage</td>
<td></td>
<td>1</td>
<td>100</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Wheelchair/gurney storage</td>
<td></td>
<td>1</td>
<td>40</td>
<td>40</td>
<td></td>
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<td>provided in the unit</td>
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<tr>
<td>EVS</td>
<td></td>
<td>1</td>
<td>50</td>
<td>50</td>
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<tr>
<td><strong>Sub-total Treatment Support</strong>:</td>
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<td></td>
<td></td>
<td>710</td>
<td></td>
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<tr>
<td>Staff Support</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Staff lounge</td>
<td></td>
<td>1</td>
<td>238</td>
<td></td>
<td></td>
<td>-</td>
<td>readily accessible</td>
</tr>
<tr>
<td>Staff toilet</td>
<td></td>
<td>2</td>
<td>47</td>
<td>1</td>
<td>60</td>
<td>60</td>
<td></td>
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<tr>
<td><strong>Sub-total Staff Support</strong>:</td>
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<td></td>
<td></td>
<td></td>
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<td>285</td>
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<tr>
<td><strong>Total Net SF</strong>:</td>
<td></td>
<td></td>
<td></td>
<td>682</td>
<td></td>
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<tr>
<td><strong>Departmental Gross Multiplier (DGSF)</strong>:</td>
<td>1.20</td>
<td></td>
<td>1.35</td>
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<tr>
<td><strong>Total Gross SF</strong>:</td>
<td></td>
<td></td>
<td></td>
<td>818</td>
<td></td>
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<tr>
<td>1,919 SF Available</td>
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</tbody>
</table>
May 10, 2021

**Codes:**
USP 795, 797, 800  
2012 IBC, Including ANSI A117.1 - 2009  
2012 UPC  
2012 UMC  
2011 NEC  
2012 IFC  
2009 IECC  
2012 NFPA 101/99  
2018 FGI

**Existing Space:**
2,075 SF of 50,563 SF  
First Floor of One Story, Fully Sprinklered  
Occupancy: I-2  
Construction: IIIA

**Project Summary:**
This pharmacy renovation will bring the current compounding area into compliance with USP 797 and 800, by correcting airflow issues, including entry door and hood replacement, plumbing issues, finishes, casework and providing the correct colored electrical sockets. A storage room will be converted to the required hazardous storage room under USP, which will require new casework and air exchanges. The vestibule will be removed to both solve the security issue and allow for the requested second Ante Room. This second Ante Room and the mechanical changes will allow for redundancy so compounding can still take place at a modified level should one room go down. Finally fire ratings for the old Office that is now a Storage Room, the smoke tight corridor wall, that appears to have turned to the ceiling and the 1-hour roof/ceiling assembly will be addressed, please note cost/budget concerns in Life Safety item under Scope Narrative.

**Scope Narrative:**
1. Air balance issues in Hood and Ante rooms:  
   a. Test and balance report needed from Owner for evaluation.  
      i. Filters have been affecting the balance in the room due to the sensitivity of the balance and lack of air  
      ii. **Next steps:** T&B Cory to send Jeff R’s contact to set up a meeting with VBFA and Layton to understand the full issues. RHP/Trane unit have Duane on the call. Have trane rep/installer on call. Jeff Riposa 480-836-4144, 480-878-5876.  
   b. There is an existing 6-foot hood with a minimum exhaust airflow of 965 and a single HEPA filter fan filter so room is too negative. The 6’ hood will be moved to the lab.  
      i. 4’ A2 hood for pharmacy has been purchased and will replace the 6’ hood.  
   c. The space is maintaining temperature with a single HEPA filter fan filter unit.  
   d. 35%-60% humidity range is ideal for the room. They get down to 3%-5% and could get a waiver. It would be preferred though that they meet humidity ranges by adding humidification.  
   e. The hood duct configuration is not a sterile solution and will need to be replaced with a proper enclosure/connection.  
   f. 30 as the minimum, we need to get as close to 40 plus air changes per hour as requested, this will require further evaluation as additional mechanical equipment could be required. Included in our fee is to increase the air changes per hour within the limits of the existing system. If additional mechanical equipment is requested we will provide an add scope to adjust the HNTE limits.
g. See notes under door issues.

h. Return air grilles are standard grates not cleanable or durable. Need to be replaced with more durable and cleanable grilles, this is also applicable in the anteroom(s).
   i. Provide low air return grills in USP 797/800 areas where not provided.

2. Doors to hood and anterooms. Swing doors with no auto operation are not advisable in this configuration and do not meet USP requirements for the hood rooms, as such the design team will:
   a. Replace window and doors to the hood rooms with clean room automatic sliding doors.
   b. Add an auto operator to the ante room door and providing same for the new ante room.
   c. Infill/seal existing windows to remain.
   d. This work will also aid in the removal of the 6' hood as it will not fit through the current openings.

3. Ante room concerns:
   a. The director would prefer separate anterooms so each hood/ante room is separately controlled so that if one goes down the other can still be used.
      i. Thermostatic controls will be split, see HVAC control issues below.
      ii. Add redundancy with air by adding a second units.
   b. Sink does not allow for scrubbing per USP requirements. Replace/add sink(s) deep enough for scrubbing, sensor or foot pedal controlled faucet and no exposed plumbing.
   c. Eye/Face wash is an open drain style face and eyewash, this second open drain is not allowed per USP and a dual cup eyewash attached to the sink will replace this fixture. One will be required for each anteroom.
   d. Access to thermostatic mixing valve shall be relocated to outside of the Anteroom.
   e. Providing separate anterooms requires removal of vestibule, solving the security issues by removing the pass through box and reconfiguring the door hardware to be code compliant and secure. If the anteroom remains as is, these items will still need to be addressed.

4. Specify and install missing UV sterilizing lights, plugs already provided.

5. Finishes and storage in hood and anterooms:
   a. Refinish walls and ceiling with USP compliant, cleanable and scrubbable, finish.
   b. Replace moveable cabinetry with fixed and adjust flooring accordingly.
   c. Utilize flooring or other means to identify the USP 795 compounding area in the main pharmacy.

6. HVAC Controls: Main pharmacy is 76 deg. The hazardous compounding room is 64-65 deg. Rooms are not separately thermostatic controlled. Will separate out the space with each space provided with it’s own temperature control.

7. Convert storage room to hazardous storage and breakdown room with 12 air changes per hour.
   a. Provide small counter with storage above/below and room for small under counter refrigerator.

8. Office was converted to the bulk storage area. This room is over 100 SF and will need to be adjusted to accommodate required ratings under IBC.
   a. An office is still required; rename/purpose the file/breakdown room for this purpose.

9. Electrical outlets throughout space: Replace emergency electrical receptacles and plates with code compliant red receptacles.

10. Fire Life Safety Ratings:
    a. Corridor wall should be smoke tight but wall does not go to deck. Intent seems to be to have a smoke tight ceiling so the rating continues to the exterior, adjust grills to accommodate corridor smoke requirements or take wall to deck.
    b. Existing roof is noted as 1 hour, but upon visual inspection did not appear to have any sprayed or painted fireproofing, AN is researching a roof/ceiling assembly since we have drywall ceiling that will meet this requirement. No additional allowance should be needed at this time for this life safety issue, though if we cannot find a rated system this may require additional costs.

11. Egress exiting: This scope has been removed as the second door is not a life safety door but a security door requested by the previous director.

12. Refer to plans for further clarification of scope.

Budget:
Based on some industry partners that have provided a rough budget for this work, we are in agreement that the estimated costs should be within $550,000 to $750,000 for this work. Please note: the market is extremely volatile right now. A number of construction materials are on back order, delay or are just scarce or costly, this includes labor, as such the price could be affected, we have done our best working with industry partners to provide a budget with enough contingency to cover this but ultimately we do not control the market.
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April 7, 2021

Board of Trustees
and Tim Powers, CEO
Humboldt County Hospital District
doing business as Humboldt General Hospital
111 E. Haskell Street
Winnemucca, Nevada 89445

RE: Engagement letter for examination of forecast for USDA application

We are pleased to confirm our acceptance and our understanding of the services we are to provide for Humboldt County Hospital District doing business as Humboldt General Hospital (the District).

We will examine the forecast, which comprises the forecasted statements of net position as of June 30, 2022, 2023, 2024, 2025, and 2026, and the related statements of revenues, expenses, and changes in net position, and cash flows for the years then ending, including the related summary of significant assumptions and accounting policies of the District. We will examine the forecast for the purpose of issuing a report stating whether, in our opinion, (1) management’s forecast is presented, in all material respects, in accordance with guidelines for the presentation of a forecast established by the American Institute of Certified Public Accountants (AICPA) presentation guidelines and (2) management’s assumptions are suitably supported and provide a reasonable basis for its forecast.

We will also assist in preparing the forecast of the District in accordance with the guidelines for the presentation of prospective financial information established by the AICPA based on information provided by you. The preparation of a forecast involves the processing of, and the mathematical and other clerical functions related to, the presentation of the forecast, which is based on management's assumptions. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

The forecast presents, to the best of management’s knowledge and belief, the District’s expected financial position, results of operations, and cash flows for the forecast period. It is based on management’s assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

Our examination will be conducted in accordance with attestation standards established by the AICPA. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. Our examination of the forecast will include procedures we consider necessary to evaluate (1) the assumptions used by management as a basis for the forecast, (2) the preparation of the forecast, and (3) the presentation of the forecast. We will issue a written report upon completion of our examination. Our report will be addressed to the management and Board of Trustees of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance.
If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

There will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. Our report will contain a statement to that effect.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control over the preparation of the forecast, an unavoidable risk that some material misstatements may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards.

We will plan and perform the examination to obtain reasonable assurance about whether management’s forecast is presented in accordance with the AICPA presentation guidelines and whether the underlying assumptions are suitably supported and provide a reasonable basis for the forecast. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. You are responsible for the presentation of the forecast in accordance with the AICPA presentation guidelines and whether its underlying assumptions are suitably supported and provide a reasonable basis for the forecast. You are responsible for representations about your plans and expectations and for disclosure of significant information that might affect the ultimate realization of the forecasted results. You are responsible for the design, implementation, and maintenance of internal control relevant to the preparation and presentation of the forecast and that it is free from material misstatement, whether due to fraud or error.

You are responsible for, and agree to provide us with, a written assertion about whether the forecast is presented in accordance with the AICPA presentation guidelines. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and presentation of the forecast (such as records, documentation, and other matters), (2) additional information that we may request for the purpose of the examination, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain examination evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter, which, among other things, will confirm management’s responsibility for the underlying assumptions and the appropriateness of the forecast and its presentation.

If you intend to reproduce the forecast and our report thereon, you agree that they will be reproduced in their entirety, and both the first and subsequent corrected drafts of the document containing the forecast and any accompanying material must be submitted to us for approval.

You agree to assume all management responsibilities for the forecast preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.
Historical Financial Statements

We will also prepare the historical financial statements of the District, which comprise the statements of net position, and the related statements revenues, expenses, and changes in net position, and cash flows for the years ended June 30, 2017, 2018, 2019, 2020, and 2021, and the related notes to the financial statements, and perform a compilation engagement with respect to those financial statements.

The objective of our compilation engagement is to—

1) prepare the historical financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you and

2) apply accounting and financial reporting expertise to assist you in the presentation of the historical financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the historical financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA’s Code of Professional Conduct, and its ethical principles of integrity, objectivity, professional competence, and due care, when preparing the financial statements and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the compilation engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the historical financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the District or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair our independence.

Your Responsibilities

The compilation engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare historical financial statements in accordance with accounting principles generally accepted in the United States of America and assist you in the presentation of the historical financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.

2) The preparation and fair presentation of the historical financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America.

3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the historical financial statements that are free from material misstatement, whether due to fraud or error.

4) The prevention and detection of fraud.
5) To ensure that the District complies with the laws and regulations applicable to its activities.

6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.

7) To provide us with—
   • access to all information of which you are aware is relevant to the preparation and fair presentation of the historical financial statements, such as records, documentation, and other matters.
   • additional information that we may request from you for the purpose of the compilation engagement.
   • unrestricted access to persons within the District of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee the preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the historical financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your historical financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountant’s compilation report in any document containing the historical financial statements that indicates that we have performed a compilation engagement on such historical financial statements and, prior to the inclusion of the report, to obtain our permission to do so.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Luke Zarecor is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our examination as soon as we receive the information we need from you. We estimate that our fees for these services will be $60,000, detailed as follows:

- Examination of forecasted financial statements and compilation of historical financial statements for management use only - $25,000
- Preparation of a demographic study for use in determining assumptions to be used in the forecast - $10,000
Examination of forecasted financial statements and compilation of historical financial statements for the purpose of obtaining USDA financing - $25,000

You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the examination. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy to confirm your understanding and return it to us.

Sincerely,

DINGUS, ZARECOR, & ASSOCIATES PLLC

[Signature]

Luke Zarecor, CPA

RESPONSE:

This letter correctly sets forth the understanding of Humboldt County Hospital District doing business as Humboldt General Hospital.

By: ________________________________

Title: _______________________________

Date: _______________________________
Cath Lab:  
IGS 530- **$830,306.18**

The IGS 530 is designed for clinical flexibility and better access because of GE’s unique offset C-arm and floor mounted system. Ceiling optimization allows optimum position of shields, lights, and Large Display Monitor. The imaging system is the first Artificial Intelligence based imaging system which automatically controls all the imaging parameters needed for consistent image quality and low dose.

Hemodynamic Monitoring System:  
MacLab- **$146,151.79**

Mac-Lab AltiX BT21 Hemodynamic Recording system hardware and software – Advanced system applications for display, recording, analysis and documentation of clinical data and events during adult and pediatric patient hemodynamic studies. The system comes with standard DICOM Modality Worklist for patient information transfer from the EMR, and a PDF results out interface for the procedure report.

Venous Access Ultrasound:  
Venue- **$36,766.69**

Venue Fit™ is a take anywhere ultrasound system that provides the latest technologies to help deliver a simple, fast and precise solution to the Point of Care ultrasound community. This portable system provides exceptional image quality using advanced cSound™ image technology. Venue Fit’s innovative design includes a cleanable and intuitive 14” full touchscreen interface with a “cords off the floor” and an optional rugged kickstand design that makes it well suited for Point of Care environments. Venue Fit comes with two active probe ports, and battery that provides at least one hour of scan time when fully charged. The Venue Fit comes with a VESA mounting plate that connects to the Venue Fit cart as well as any standard mounting device. The standard package includes the system with a battery, power cord, Wi-Fi kit, kickstand, AC adapter (for use off cart), one detachable multipurpose cup that can be used for a gel bottle or barcode reader, two detachable probe holders and one custom insert to keep probes elevated or to be used for smaller probes.

**Equipment Package Total: $1,013,224.60**
**GE Service offering:**

**IGS530 Cath Lab includes:**
Annual cost $125,342

IGS530 Unit
8KV UPS system
Med Rad Injector
Venue US unit

**GE Mac Lab**
Annual Cost $14,504

Mac Lab computer
Monitor
IEB
PDM
Humboldt General Hospital
118 E Haskell St
Winnemucca, NV 89445-3247

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). “Agreement” is this Quotation and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE Healthcare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the Quotation supersedes.

GE Healthcare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare ("Quotation Acceptance"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare’s prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement: Intalere VQ10400
Terms of Delivery: FOB Destination
Billing Terms: 80% delivery or Shipment / 20% Acceptance or Installation
Payment Terms: NET 30
Sales and Use Tax Exemption: Certificate on File
Logistics Surcharge %: 1.75%
Logistics Surcharge Amount: $14,280.45
Total Amount with Logistics Surcharge: $830,306.18

IMPORTANT CUSTOMER ACTIONS:
Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

___ Cash
___ GE HFS Loan       ___ GE HFS Lease
___ Other Financing Loan       ___ Other Financing Lease       Provide Finance Company Name ____________________________

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

Humboldt General Hospital

Signature: __________________________
Print Name: __________________________
Title: __________________________
Date: __________________________
Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

Signature: Glenn Dresser
Title: Account Manager - VASO Mfr Rep
Date: March 19, 2021
To Accept This Quotation

Please sign and return this quotation together with your Purchase Order to:

Name: Glenn Dresser
Email: glenn.dresser@ge.com
Phone: (562) 338-9779
Fax:

Payment Instructions

Please remit payment for invoices associated with this quotation to:

GE Precision Healthcare LLC
P.O. Box 96483
Chicago, IL 60693

FEIN: 83-0849145

Humboldt General Hospital

Addresses:

Bill To: HUMBOLDT GENERAL HOSPITAL
118 E HASKELL ST WINNEMUCCA, NV, 89445-3247

Ship To: HUMBOLDT GENERAL HOSPITAL/UHS, ACCOUNTS PAYABLE 118 EAST HASKELL WINNEMUCCA, NV, 89445

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate your form of payment.
- If you include a purchase order, please make sure it references the following information:
  - The correct Quote number and Version number above
  - The correct Remit To information as indicated in “Payment Instructions” above
  - Your correct SHIP TO and BILL TO site name and address
  - The correct Total Price as indicated above

Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms: Signature page on quote filled out with signature and P.O. number **** OR**** Verbiage on the purchase order must state one of the following:

(i) Per the terms of Quotation # _____, (ii) Per the terms of GPO #_________; (iii) Per the terms of MPA# ____; or (iv) Per the terms of SAA # ______.

Include applicable quote/agreement number with the reference on the purchase order. In addition, Source of Funds (choice of Cash/Third Party Load or GE HFS Lease Loan or Third Party Lease through _____), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."
The Innova IGS 5 with AutoRightTM in its below described IGS 530 configuration with Omega V table unites image quality, an optimal panel size and built-in protocols for imaging versatility, making it suitable for a full range of Interventional X-ray procedures, such as cardiac, electrophysiology and general vascular diagnosis and intervention.

Innova IGS 5 with AutoRightTM Positioner
The Innova IGS 5 with AutoRightTM combines GE’s exclusive Innova LC Positioner with an ergonomically designed tableside user interface to provide easy access and control of critical features during an exam. Its patented three-axis isocentric positioner design with floor mounted L-arm and offset C-arm provides maximum positioning flexibility and excellent patient access in all views. The rigid, floor-mounted construction provides minimum vibration and deflection during acquisitions. The three motor-driven axes make even the most complex angulations easy to achieve.

AutoRightTM : Intelligent Image Chain Powered by Edison
AutoRight is the industry’s first AI-driven, neural network-based image chain powered by Edison and digital twin, including embedded applied intelligence and advanced modelization featuring a complete re-design of GEHC IGS image chain. AutoRight, is designed to deliver repeatable & faster choices, making image optimization fully automated, dynamically throughout the entire procedure, from acquisition, to processing and display, regardless of patient size, anatomy or C-arm angulations, which helps remove the burden of manual adjustment.

AutoRight is the right platform to address the growing demand for full combination capabilities in the interventional suite.
AutoRight’s live parameter optimization provides consistent image quality with the patient’s arms down throughout the whole spin. Not only is the image quality of these difficult acquisitions consistent and repeatable, which can reduce dose exposure, but it also enables the use of advanced applications such as virtual injection planning in 3D and the ability to simulate therapy efficacy. Overall, it allows the clinical team to better plan for, guide, and contrast complex procedures in their daily practice.
AutoRight makes the machine an integral part of the team, capable of relieving clinicians and technologists of the tedious yet complex task of optimizing IQ and dose, helping them focus all their attention and expertise on their patients.

GE Revolution digital flat panel detector
The IGS 530 configuration unites image quality, optimal panel size (31 cm x 31 cm) for a combination of cardiac and vascular procedures and built-in protocols for imaging versatility, making it suitable for a wide range of minimally invasive procedures.

The digital detector uses an amorphous silicon photodiode array on a continuous-substrate, single-piece panel with no inherent seams. The digital detector (31 cm x 31 cm) is comprised of a 1536 x 1536 array of imaging elements or pixels on a 200- micron pitch. Scintillator thickness and electronic noise are optimized to produce extremely high detective quantum efficiencies, both at high exposures and at fluoroscopic doses.

Image Processing
The detector can translate the widest possible range of X-ray exposure intensities into digital signals without saturation. The system is configured with a removable anti-scatter grid to maximize image quality during routine imaging. Proprietary DRM image processing transforms this information for display without loss of detail over a wide range of anatomical densities. Moreover, organs in motion generate image blurring but thanks to High contrast fluoro option coming with PCI ASSIST package, that blurring is significantly reduced while the dose is equivalent.

With excellent performance in low-dose fluoroscopy as well as high-dose exposures, the IGS 530 advances GE’s leadership in flat-panel imaging. The wide dynamic range of the detector, coupled with 14-bit acquisition and patented image processing, enables excellent visualization of low- contrast objects. Detective Quantum Efficiency (DQE), an important measurement of information capture, is taken to a new level with the Innova detector design.

X-RAY Tube
The Innova IGS 5 with AutoRightTM uses a 100 kW high-frequency Jedi three-phase power unit that provides grid pulsed fluoroscopy capability.
Automatic X-ray technique calculation provides a tube-rating chart that calculates maximum exposure time based on the selected protocol, kV, mA, focal spot and available heat units. Fluoroscopy and radiography exposure times and mA are automatically controlled by the dynamic exposure optimization system. The range of mA is limited by X-ray tube ratings and regulatory limits. A fluoroscopic timer captures the fluoroscopic procedure time (reset

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### Catalog Item Details

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IGS 530 with AutoRightTM configuration with Omega V Table  

**Net Price**  
$528,200.00
The Omega V table
The Omega V table is the long version and motorized table. It supports a load up to 304 kg and allows imaging coverage with table panning up to 195cm with table dimension: 333cm in length and 46cm in width.

User interface
- The SmartBox provides a simple control of the positioner and the table. A second SmartBox can be added at tableside or in the control room.
- The TSSC provides simple access to key acquisition and review parameters throughout the exam. A second TSSC can be added at tableside or in the control room.
- The Central Touch Screen lets the user control the system functions as well as integrated equipment.
- To provide more AW capabilities at tableside, an optional interface kit enabling to connect an in room wireless mouse to drive the AW from table side is available.
- The IGS system fluoro/acquisition footswitch can optionally come as wireless footswitch.
- Smart Nav is an innovative solution to control some system functionalities from tableside and from the control room. It allows fast function access in displaying menu controls on the reference monitor upon user request. With Smart Nav, the user can keep his/her attention on the screen monitors where clinical images are also displayed. Smart Nav is controlled from the Central Touch Screen, local keypad or remote keypad, providing intuitive and context-based navigation.
- Fluorostore store displays, and plays loops of the last 450 (up to 900) fluoro images at the push of a button for streamlined image review, helping to avoid extra images and exposure.
- In Room Browser display the sequences previously acquired on the in-room monitor for interactive table-side selection and review.

The Innova IGS 5 with AutoRightTM system facilitates image management and workflow using standard format and communication protocols. It also features close integration with the AW and CA1000 workstations to provide advanced image review and processing capabilities.
- Acquisition of data at 14 bits
- Dynamic and chase images stored in 8 bits, maximum 450 images per sequence. Storage capacity: 136,000 dynamic and chase images
- DSA and breeze images with 12 bits data stored in 16 bits, maximum 450 images per sequence. Storage capacity: 68,000 DSA and breeze images
- DICOM image output on 100Mbit Ethernet with Autosend and background transfer for fast transmission with minimal user interaction
- Capability to do full resolution 1024 x 1024 DICOM push to retain image quality at acquisition (configurable to 512 x 512 for cardiac acquisitions and 512 x 512 x 512 or 256 x 256 x 256 for 3D imaging)
- Patient Worklist capability provides a single point of entry of patient data, increasing staff productivity and eliminating clerical errors: patient information can easily be imported into the digital system from information systems that support DICOM Worklist Service Class Provider.
- Multi-destination Push enables images to be sent to multiple remote DICOM destinations sequentially (one after another). Multi-destination helps to support a clinical scenario of handling post processing and archival activities in multiple destinations independently of each other (workstation, PACS).
- MPPS: Modality Performed Procedure Step allows to share the main exam parameters with the hospital information system.
- For the 3DCT / 3DCT HD option, users can direct-push the 3D acquisition directly to the pre-configured AW, even if the images of the exam are pushed to a PACS or another archiving system.

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SmartBox for Innova IGS with Omega Tables
New SmartBox for Simplified and Intuitive Joystick Control of Positioner and Table

- Anatomical and mechanical positioning
- Independent or simultaneous movement of all three positioner axes
- Remote SID Control
- Manual or motor assisted 4-way table panning
- Ergonomic design
- Hermetically sealed
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<td>Large Display Monitor Protective Screen</td>
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This kit includes a DVI/HDMI Optical Extender that allows to connect any Digital 3rd party system and display its images on the Large Display Monitor. Suitable for anesthesia monitors, camera, etc.

Blended Roadmap
Blended Roadmap is a vascular roadmapping application that superimposes a previously acquired vascular image over live fluoroscopy. Clinicians can select any DSA or bolus image as a reference roadmap image. By using it multiple times, it has the potential to minimize contrast media injections during roadmapping. Blended roadmap provides additional features to enhance roadmapping procedures:

- Adjustment of the subtraction level
- Adjustment of the vessels transparency
- Automatic resizing of the roadmap image to adapt to the fluoroscopic field of view
- Pixel shift of the vessel image to compensate for motion

Blended Roadmap is available on systems with either Omega V or InnovaIQ tables. Blended Roadmap requires the Advanced Innova Software Package. On the biplane systems it can be applied to one frame at a time.

Quantitative Analysis Package
Stenosis Analysis Package on DL Digital System
The Stenosis Analysis Package is an application designed for estimating vessel dimensions and relevant parameters of the arterial Stenosis morphology in X-Ray angiography. The system is capable of automatic detection of vessel edges and display of stenosis severity.
Left Ventricular Analysis Package
The Left Ventricular Analysis Package is an expert reporting tool designed to estimate wall motion dynamics of the left ventricle, and to perform Global Ejection Fraction Analysis in X-Ray angiography. The system is capable of providing Wall Motion and Global Ejection Fraction measurements. Wall Motion is built on the centerline method.

GEF analysis is calculated using both Simpson’s rule method and the Dodge-Sandler area-length method
Cardiovascular Analysis Package (on DL system)
The Cardiovascular Analysis Package includes both the Stenosis Analysis Package and the Left Ventricular Analysis Package.
Stenosis Analysis Package is an application designed to estimate vessel dimensions and relevant parameters of the arterial Stenosis morphology in X-Ray angiography. The system is capable of automatic detection of vessel edges and display of stenosis severity.

The Left Ventricular Analysis Package is an expert reporting tool designed to estimate wall motion dynamics of the left ventricle, and to perform Global Ejection Fraction analysis in X-Ray angiography. The system is capable of providing Wall Motion and Global Ejection Fraction measurements (GEF). Wall Motion is built on the centerline method.

GEF analysis is calculated using both Simpson’s rule method and the Dodge-Sandler area-length method.
StentViz

StentViz is a stent visualization enhancement software application available on the DL, or the Innova Central Touch Screen. StentViz analyzes a recorded cardiac sequence and displays an image corrected for motion, artifact and noise. On biplane systems it can be applied to either plane, one plane at a time.

Innova 2100/3100IQ Plus/Pro and IGS 520/530 with Innova N/C Vision Upgrade for the CARTO 3 Uniview System

This feature upgrades an Innova 2100IQ or 3100IQ Plus/Pro system or IGS 520/530 system (with the Advanced Innova Software and Vision Hardware) to compatibility with Biosense Webster’s CARTO 3 Uniview System. The CARTO 3 UniVu System combines Fluoroscopy from Innova with 3D Cardiac Imaging. This software upgrade to the Innova system includes the following:

CARTO 3 Uniview Interface Kit
Installation

CARTO 3 Uniview System is available from Biosense Webster and is not included with this upgrade.

FE Letter - QC mode Option activation

AW VolumeShare 7 is a multi-modality image review, comparison and post processing workstation built with simplicity and power at its core. Powerful software is optimized to take advantage of state of the art 64 bit technology and multiple cores to ensure leading edge performance.

AW VolumeShare 7 features include:

- HP Z4G4 Workstation
- CPU: Intel Xeon W-2135 Six-Core @ 3.7 GHz with 8.25 MB L3 Shared Cache
- RAM: 32GB (2x16GB) DDR4 2666 MHz ECC Registered DIMM
- Upgradeable to 64GB (8x8GB)
- Graphics: NVIDIA Quadro NVS P620 with 2 GB Video cards (optionally upgradeable with certain applications)
- 1x 256GB Solid State Drive for OS and Apps
- 2x 512GB Solid State Drive in RAID 0 for image cache
Software:

- GE Healthcare HELiOS 6 operating system
- Demo Exams for training and exploration
- Fast access to information you need through optional RIS integration & priors post-fetch
- Efficient workflow through dynamic load, end review and Key Image Notes features
- Productivity package to pre-process exams and allow up to 8 simultaneous sessions
- Applications usage monitor to track and view usage of your system
- Smart layouts with Volume Viewer General review protocol that optimizes comparison and single exam layouts
- Enhanced multi-modality contouring tool with support for PET SUVs
- Support for external DICOM USB media and preference management tool to exchange preferences across users
- Support for optional, broad suite of multi-modality advanced applications

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AW VolumeShare 7 Monitors are two high-quality monitors offering bright and high contrast imagery suited to the display of medical images per the AW VolumeShare Indications for Use. Each provides a 19” 1280x1024 (5:4 aspect ratio) display that complies with international medical and patient safety standards and offers the following specifications:

- Maximum luminance (panel typical) : 330 nit
- DICOM Part 14 calibrated luminance: 215 nit
- Contrast ratio (panel typical) : 900:1
- An ambient light sensor
- Brightness non-uniformity (measured as per DIN6868-157) : +/-25%

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Volume Viewer Interventional is software package including Volume Viewer and Volume Viewer Innova.

Volume Viewer provides excellent 3D visualization and processing capabilities for reading and comparing CT, MR, 3D X-ray, PET, PET/MR and PET/CT datasets. Volume Viewer also features a broad portfolio of high performance analysis tools, automating routine tasks and helping to make 3D image processing a stress-free component of the routine workflow. Volume Viewer Innova is an option of Volume Viewer that enhances the workflow to process the X-Ray, CT and MR 3D models in order to assist the user during clinic practice. This processing is intended to provide visualization of anatomical structures for interventional procedures. Volume Viewer Innova allows the user to store and retrieve the processing performed, in order to facilitate the early preparation of the intervention as well as further reviewing and reporting.

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The 8kVA UPS allows to maintain gantry movements and Innova IQ table movements during mains power failure.

The MDP (Main Disconnect Panel) serves as the main power disconnect between the PDU (Power Distribution Unit) of a GE Interventional system and its optional Fluoro UPS, 20 kVA (if present), and the facility power source. The optimally designed MDP saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, control power source and required warning lights provisions into a compact factory manufactured panel. The panel provides short circuit protection, overload protection and National Electrical Code and Canadian Electrical Code required emergency shutdown for the system. It provides LOTO (lock out/tag out) functions for safe service operation and is part of the EPO (Emergency Power Off) function.

**Applications**

For general installations of validated Interventional systems, including the Innova IGS 5, Discovery IGS 7 and IGS 6 AutoRight version. It is not compatible with older generations of GE Interventional systems.

**Designed for reliability and easy installation**

* The Main Disconnect Panel saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, the feeder overcurrent devices, magnetic contactors and UPS emergency power-off into one compact panel
* Reduces installation time and cost by eliminating delays in obtaining individually enclosed components and by eliminating on site assembly
* Provides short circuit protection, overload protection and National Electrical Code and Canadian Electrical Code required emergency shutdown, and automatically restores power to the GE system
* Readily accessible remotely operated MDP disconnects all system power as required by NEC
* 517.72 and Canadian Electrical Code 52-008 and 52-016
* Seismic ICC-ES-AC156 shake tested approval per OSHPD requirements per BEVCO, OSP-0457-10
* UL and cUL labeled to conform to local codes minimizing inspection and acceptance issues
* Customized wiring diagram provides for ease of installation
* Panel’s exterior off-white color helps provide for an attractive, color coordinated appearance
* May be either surface or semi-flush mounted
* Narrow 16 in (406.4 mm) wide enclosure conserves valuable wall space
* UPS emergency power-off functions are included for future, partial system UPS addition
* Disconnects system power on first loss of incoming power, preventing damage to system components
* Provides a standardized platform for UPS or other future GE engineered modifications or upgrades
* Main power disconnect operating handle can be padlocked in the OFF position for servicing safety and OSHA lock out/tag out
* The door has provisions for padlocking closed
* Enclosure door is interlocked with ON/OFF disconnect handle to prevent unauthorized access if disconnect is in the ON position
* Built for investment protection
* Suitable for 380-480V, 50/60 Hz applications*
* UL, cUL and OSHPD OSP labeled for 60 Hz installations
* 100-ampere main circuit breaker with shunt-trip and individual branch circuit breaker for the FLUORO UPS
* Supplied with 24V system emergency off push button and long-life LED pilot lights mounted on front side
* Power disconnection is accomplished via the door mounted emergency OFF push button
* Suitable for use on systems with 25,000A of short circuit current. It is the installer’s responsibility to verify that the available short circuit current is 25,000A or less for compliance to all electrical codes
* Holds up to AWG 4/0 cable connections for the three phases of incoming and outgoing breakers
* Terminal block for Neutral connection
* Panel disconnect provides OSHA LOTO provisions
* Factory wired and tested
* Custom tailored for GE imaging system requirements

*The control circuit transformer comes factory configured and tested for 480VAC. Primary taps of the transformer can be reconfigured to accept 380, 400 and 415VAC configurations. Secondary taps of the control circuit transformer shall always remain configured for 24VAC.

Components included in E46001BD package
* Main Disconnect Panel
* Installation Operations & Service Manual (English Only)
* (1) Remote Emergency Power Off push button with 2 NC contacts on each EPO, preassembled with stainless steel wall plates, nameplates, and protective shroud
* Drawings and Electrical Schematics

Physical Characteristics
* Height: 24.58 in (624 mm)
* Width: 16.69 in (424 mm)
* Enclosure depth with handle: 7.87 in (200 mm)
* Weight: approx. 59 lb (27 kg)

Note: Structural engineer shall define the proper fixing/anchoring hardware.

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**TEMPLATE**

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Base Plate LC - Ground Floor Kit

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Substructure for Dual Arm suspension

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Omega Foot End Table Rail

This Omega footend table rail will help mount tableside controls and other accessories at the end of an Omega III vascular table to provide more tableside workspace for the physician and technologist, as well as improved access to the patient. A special adapter attaches to the existing side table rail, providing a standard table rail at the foot of the table. System controls can be placed at two locations for greater flexibility. It also allows easier table-end panning, as well as a location to mount a Smarthandle, IV controls and more. It is constructed of heavy gauge stainless steel, and measures 30.5 in. W with a 4 in. L offset and 14 in H posts with variable
height adjustment. Also includes rail with mounting posts and two clamps for attachment to the side table rails...H

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This training program is designed for customers purchasing a GEHC Vascular system to include IGS5 products. GEHC will work with the designated Customer contact to agree upon a reasonable training schedule for a pre-defined group of core technologists that will leverage blended content delivery and may include a combination of onsite days and virtual offerings, to include Tip Virtual Assist, the GEHC Answerline and available on-demand courses ("Virtual Inclusions"). This blended curriculum with multiple delivery platforms promotes learner retention and allows for an efficient and effective skill development.

This program may contain:
• Onsite training (generally 10 days)
• Virtual Inclusions may include:
  • Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour
  • Answerline Support—Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLinq button on the imaging console
  • Tip Virtual Assist—Direct interactive access to a GEHC expert for enhanced support.
  • On Demand courses—On healthcare learning system. Self-paced courses and webinars (CE and non-CE).

Training will be delivered at a mutually agreed upon time between the customer and GE Healthcare (excluding GE Healthcare holidays and weekends), are subject to availability and generally will not exceed 14 days. This training program has a term of six (6) months commencing on Acceptance, where all onsite training must be scheduled and completed within six (6) months of Acceptance and all Virtual Inclusions also expire at the end of such six (6) month period. Additional onsite days may be available for purchase separately.

All GEHC “Training” terms and conditions apply. Given the unique nature of this program, if this program is purchased as part of a purchase under a Governing Agreement, including any Master Purchase Agreement, Group Purchasing Organization Agreement, or Strategic Alliance Agreement, this program shall take precedence over any conflicting training deliverables set forth therein.

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X-Ray Table Clamp for Remote Panning Handle

FEATURES/BENEFITS
• Designed for an Omega cardiac/vascular table
• BIG AL clamp allows the operator to position the table remote panning handle at the end of the angio table on either the right or left side
• The location of the handle can be customized to meet the needs of the individual operator
• Option will support clinical studies such as TIP’s procedures, or any procedure where the operator needs to position and operate the table from the patient’s head and neck area

SPECIFICATIONS
• Metal clamp: 3” x 3” x 7” box weighing 6 lbs

COMPATIBILITY
• GE Omega cardiac/vascular tables

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FEATURES/BENEFITS
• Increase system uptime by protecting table from spills
• Recommended for sites concerned with blood and fluid borne disease
• Durable PVC material resists contamination
• Facilitates faster cleanups of blood and fluids
• Prevents contamination buildup in hard to clean areas
• Easy to install, does not interfere with normal table operation

SPECIFICATIONS
• Weight: 6 lbs.
• Durable PVC material
• 132 in. length
• Includes table cover and mounting Velcro.

COMPATIBILITY
• Omega V systems, 132 in.

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HB-1 Armboard w/Horizontal Rotation

FEATURES/BENEFITS
• Designed for easy placement and removal from under patient before or during procedures
• Allows for unobstructed fluoroscopy or catheter placement during an axillary or antecubital approach
• Facilitates optimum patient comfort
• Pivots 180 degrees in the horizontal plane
• Can be used for either left or right approach

SPECIFICATIONS
• Constructed of strong, lightweight Kevlar based material

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Armboard Replacement Pad Set

This set of 10 foam replacement armboard pads can be used on the E6420BJ horizontal armboard

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Contour Shield 76 x 61 cm (with center connect)

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<td>Lamp YLED-1F with Portegra2 extension/spring arm 750/950 mm including a total of 5 sterilizable handles</td>
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Portegra2 Twin Column with Carriage - 58 cm

- One electric post and one standard post at the same height
- Each post offers a 3300 rotation
- Each has a load capacity of 18 kg (40 lbs.)

Mavig 2.5m Track without Cable Spooler

The Ceiling Track is suited for use of ceiling guided accessories, including radiation protective shields, lamps, injectors, monitors, and other equipment.

FEATURES AND BENEFITS

- The unique structure profile ensures smooth running of the carriage
- With little force, the installed system can be moved and positioned
- The carriage glides smoothly, even after many years of routine use
- Adjustable cross-struts simplifies the system installation

Mavig 2.5m Cable Spooler for R-96 & Mach 3 Lamp

This Mavig cable spooler is used when the R-96 or Mach 3 lamp is track-mounted. The spooler yields and retracts the electrical cable as the lamp travels along the track, eliminating all dangling and tangled power supplies. Warranty Period- 6 months- Exchange of non conforming products, which are returned to GE during warranty period Note: Installation,parts,application training and on-site service are the buyer’s responsibility

TS10B04 Cable Holders and Stoppers for 2.5m Ceiling Track (TS1001) to support the Video Monitor/Injector Head cables (Qty 3 Cable Holders)

Mavig 4m Cable Spooler for R-96 & Mach 3 Lamp
This Mavig cable spooler is used when the R-96 or Mach 3 lamp is track-mounted. The spooler yields and retracts the electrical cable as the lamp travels along the track, eliminating all dangling and tangled power supplies. Warranty Period: 6 months - Exchange of non conforming products, which are returned to GE during warranty period. Note: Installation, parts, application training and on-site service are the buyer’s responsibility.

### Line | Qty. | Catalog | Net Price
--- | --- | --- | ---
45 | 1.00 | E4502SS | NR - X-Ray Warning and Room Lighting Control Panel | $1,740.00

The X-Ray in use Warning and Room Lighting Control Panel provides an interface between the X-Ray in use warning lights, interior room general lighting, and the X-Ray system. The X-Ray in use portion of the panel provides low voltage control of the X-Ray in Use Warning Lights and the room general lighting is controlled by a pre-wired foot switch.

- Designed and tested for GEHC products, for use in CT, PET/CT and X-Ray applications
- Can eliminate procurement inconveniences and delivery delays often associated with acquiring individual components
- Improves servicing safety by the eliminating of the warning light/room general lighting circuit from the imaging control system cabinet. NOTES:
  - Customer is responsible for rigging and arranging for installation with a qualified party
  - ITEM IS NON-RETURNABLE AND NON-REFUNDABLE

### Line | Qty. | Catalog | Net Price
--- | --- | --- | ---
46 | 1.00 | E6220J | INTERCOM SYSTEM FOR X-RAY | $9,600.00

The VIS-A-VIS Vitalinq intercom system for X-ray is a two-way communication system that is designed to meet the specific needs that arise during diagnostic and interventional procedures. It enables physicians to have continuous two-way conversation with the control room operator during diagnostic and interventional procedures.

### FEATURES/BENEFITS

- Capable of picking up conversation in a normal tone of voice, Vitalinq allows control room operators to respond immediately to physicians’ requests
- Larger format and unique pyramidal construction of the microphones contribute to Vitalinq’s high intelligibility, even within the acoustically active space of a full-functioning procedure room
- Designed to minimize the loss of articulation by reducing the potential echo path it gathers and transmits speech in a highly efficient manner

### SPECIFICATIONS

- Dimensions: 24” x 24” x 20”
- Weight: 47 lbs.

### NOTES:

- INSTALLATION IS THE RESPONSIBILITY OF THE CUSTOMER
- Warranty Period 6 months - Exchange of non conforming products, which are returned to GE during warranty period.
- Installation, parts, application training and onsite service is the buyer’s responsibility
**Anti fatigue floor mat gray 3x5x.625in**

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GE Anti-Fatigue Floor Mat (Gray 3x5 x 5/8")

**Total Quote Subtotal:** $816,025.73

**Total Quote Net Selling Price:** $816,025.73

**Logistics Surcharge:** 1.75%

**Logistics Surcharge Amount:** $14,280.45

**Total Amount with Logistics Surcharge:** $830,306.18

If applicable, for more information on this devices' operating system, please visit GE Healthcare's product security portal at: [https://securityupdate.gehealthcare.com/en/products](https://securityupdate.gehealthcare.com/en/products)
Optional Items
Please initial the Catalogs you wish to purchase

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<td>Mark 7 Arterion injector on integrated pedestal with installation and warranty GE Innova package</td>
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The Mark 7 Arterion is light, maneuverable and easy to use. Less time positioning and setting up the Arterion means more time with the patient. The clearly visible and intuitive user interface guides you through proper setup, and highlights the information you need to perform injections confidently.

- Ergonomic handle for easier maneuverability
- Front load syringe for simple insertion and clean removal
- Syringe provides a clear view of the contrast
- Light injector head with a handle to make it easier to position for injection
- Smooth arc design of pedestal for extended reach
- Small footprint which increases mobility around a busy lab
- Bright and colorful intuitive user interface is designed to highlight the information you need
- Highlighted armed state to know when the system is ready to inject
- History and protocol screens to easily access the amount of contrast delivered to the patient and store and recall protocols
### GPO Agreement Reference Information

<table>
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<th>Customer:</th>
<th>Humboldt General Hospital</th>
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<tr>
<td>Contract Number:</td>
<td>Intalere VQ10400</td>
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<tr>
<td>Billing Terms:</td>
<td>80% delivery or Shipment / 20% Acceptance or Installation</td>
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<td>Payment Terms:</td>
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<td>Shipping Terms</td>
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Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and Intalere VQ10400.

If applicable, for more information on this device's operating system, please visit GE Healthcare's product security portal at: [https://securityupdate.gehealthcare.com/en/products](https://securityupdate.gehealthcare.com/en/products)
Humboldt General Hospital
118 E Haskell St
Winnemucca, NV 89445-3247

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is this Quotation and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE Healthcare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the Quotation supersedes.

GE Healthcare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare ("Quotation Acceptance"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare’s prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement: Intalere VQ10400
Terms of Delivery: FOB Destination
Billing Terms: 80% delivery or Shipment / 20% Acceptance or Installation
Payment Terms: NET 30
Sales and Use Tax Exemption: Certificate on File
Logistics Surcharge %: 1.75%
Logistics Surcharge Amount: $2,513.67
Total Amount with Logistics Surcharge: $146,151.79

IMPORTANT CUSTOMER ACTIONS:
Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

___ Cash
___ GE HFS Loan ___ GE HFS Lease
___ Other Financing Loan ___ Other Financing Lease
Provide Finance Company Name __________________________

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

Humboldt General Hospital
Signature: ________________________________
Print Name: ______________________________
Title: ________________________________
Date: ________________________________
Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business
Signature: Darryl Sonenstein
Title: Account Manager - VASO Mfr Rep
Date: March 10, 2021
To Accept This Quotation

Please sign and return this quotation together with your Purchase Order to:

Name: Darryl Sonenstein
Email darryl.sonenstein@ge.com
Phone: (916) 849-1445
Fax:

Payment Instructions

Please remit payment for invoices associated with this quotation to:

GE Precision Healthcare LLC
P.O. Box 96483
Chicago, IL 60693
FEIN: 83-0849145

Humboldt General Hospital

Addresses:

Bill To: HUMBOLDT GENERAL HOSPITAL
Ship To: HUMBOLDT GENERAL HOSPITAL

To Accept This Quotation

• Please sign the quote and any included attachments (where requested).
• If requested, please indicate your form of payment.
• If you include a purchase order, please make sure it references the following information:
  • The correct Quote number and Version number above
  • The correct Remit To information as indicated in “Payment Instructions” above
  • Your correct SHIP TO and BILL TO site name and address
  • The correct Total Price as indicated above

Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms: Signature page on quote filled out with signature and P.O. number **** OR**** Verbiage on the purchase order must state one of the following:

(i) Per the terms of Quotation # _____, (ii) Per the terms of GPO #________; (iii) Per the terms of MPA# _____; or (iv) Per the terms of SAA # ______.

Include applicable quote/agreement number with the reference on the purchase order. In addition, Source of Funds (choice of Cash/Third Party Load or GE HFS Lease Loan or Third Party Lease through ______), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."
## Catalog Item Details

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<td>recently purchased GEHC Invasive equipment.</td>
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<td></td>
<td></td>
<td>6 GEHC Invasive Labs.</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>1.00</td>
<td>W0037CD</td>
<td>INVASIVE PRJ MGMT SVCS</td>
<td>$2,500.00</td>
</tr>
</tbody>
</table>

**Total Quote Subtotal:** $143,638.12

**Total Quote Net Selling Price:** $143,638.12

**Logistics Surcharge:** 1.75%

**Logistics Surcharge Amount:** $2,513.67
Total Amount with Logistics Surcharge: $146,151.79

If applicable, for more information on this devices' operating system, please visit GE Healthcare’s product security portal at: https://securityupdate.gehealthcare.com/en/products
Optional Items
Please initial the Catalogs you wish to purchase

<table>
<thead>
<tr>
<th>Catalog Number</th>
<th>Qty.</th>
<th>Description</th>
<th>Net Price</th>
<th>Initial</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1009EQ</td>
<td>1.00</td>
<td>COLOR PRINTER 110V</td>
<td>$607.50</td>
<td>_______</td>
</tr>
</tbody>
</table>

INTEGRATED SYSTEM CART OR DESKTOP PRINTER FOR COLOR MAC-LAB/CARDIOLAB/COMBOLAB REPORT-PRINTING. NETWORK PRINTING TO EXISTING COMPATIBLE COLOR LASERPRINTER ALSO AVAILABLE.
GPO Agreement Reference Information

Customer: Humboldt General Hospital
Contract Number: Intalere VQ10400
Billing Terms: 80% delivery or Shipment / 20% Acceptance or Installation
Payment Terms: NET 30
Shipping Terms: FOB DESTINATION

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and Intalere VQ10400

If applicable, for more information on this devices' operating system, please visit GE Healthcare's product security portal at: https://securityupdate.gehealthcare.com/en/products
**GE Healthcare Service Quotation**

**AGREEMENT# ______ ACCOUNT# 3011347 QUOTATION ID# DB060B3**

**Customer Information:**
- Name: DESERT CARDIOVASCULAR CONSULTANTS
- Address: 5785 S FORT APACHE RD STE A100
- City: LAS VEGAS
- State: NV Zip: 89148

**Customer Billing Information:**
- Name: Desert Cardiovascular Consultants
- Address: 5785 S FORT APACHE RD STE A100
- City: Las Vegas
- State: NV Zip: 89148

Is the above billing address correct? ☐ Yes ☐ No If no, please provide the correct billing address below:

**Customer Billing Information:**
- Name: 
- Address: 
- City: 
- State: 
- Zip: 

Please provide the contact name and email address of the following person(s):

1. To be notified when this Agreement is processed:
- Contact Name: 
- Email Address: 

2. To receive all invoices electronically via email:
- Contact Name: 
- Email Address: 

**Term:** 60 months
**Billing Frequency:** Monthly - Advance
**Payment Schedule***:
- The following payments have non-date effective dates:
  - $408.92 Monthly - Advance, Effective at End of Warranty through 60 Months after Equipment Acceptance
  - $7,297.50 Monthly - Advance, Effective at End of Warranty through End of 36 Month Tube Warranty
  - $9,464.58 Monthly - Advance, Effective at End of 36 Month Tube Warranty through 60 Months after Equipment Acceptance
  - $148.33 Monthly - Advance, Effective at End of Warranty through 60 Months after Equipment Acceptance
  - $423.33 Monthly - Advance, Effective at End of Warranty through 60 Months after Equipment Acceptance

**Payment Terms:** Net 30 days of invoice date

**Agreement Start Date**: End of Warranty
**Quotation Expiration Date**: May 18, 2021
**PO Requirement**: ☐ Yes ☐ No
**PO #: _____**
**PO Expiration Date: _____**

**Service Sales Rep.**:
- Justin Curtin
**Email**: justin.curtin@ge.com
**Phone**: (530) 387-1053

**Sales And Use Tax Status**: No Exemption Certification on file

****Agreement Start Date**: The "Agreement Start Date" begins on: (a) the above date if Customer signs and returns this Agreement within 30 calendar days of that date; or (b) the date of signature if Customer does not sign and return this Agreement within 30 calendar days of the above date.

**Annual Charges**: See Product Schedule for annual charges, offerings, coverage, and start dates for each Product. Charges are based on Product inventory, offerings, and coverage as of the Agreement Start Date and may change to reflect inventory and coverage modifications, variable charges and other adjustments as specified in this Agreement. If this Agreement’s annual charges are less than $12,000, GE Healthcare reserves the right to enforce automatic bill payment (via ACH or credit card).

**Payment Schedule**: Charges are payable in installments as set forth above plus applicable taxes. These charges may change based on Product additions/deletions, inflation adjustments or other modifications permitted by this Agreement. Customer will be billed beginning on the Agreement Start Date. Payment is due the first of each month. If the Agreement Start Date is not the first of the month, the first and last payments will be prorated. If Customer finances the Services with GE HFS LLC, Customer is responsible for payment under this Agreement, but the payment schedule may be modified as identified in the Customer/GE HFS LLC financing agreement.

**Agreement**: This Agreement is between the "Customer" identified above and the GE Healthcare business identified below ("GE Healthcare"), for the sale and purchase of the Services and/or the Subscription identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is defined as the GE Healthcare: (1) Quotation; (2) Product Schedule; (3) Statement of Service Deliverables; and (4) Service Terms & Conditions, that apply to the Products, Services and/or Subscription identified in this Quotation. In the event of conflict, the order of precedence is as listed. GE Healthcare can withdraw this Quotation at any time before "Quotation Acceptance", which occurs when Customer either: (i) signs and returns this Quotation; or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare. On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Services and/or Subscription identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare’s prior written consent.
Handwritten or electronic modifications on this Agreement (except signatures on the signature blocks below) are void. This Agreement is not part of an umbrella or other group purchasing agreement unless otherwise indicated.

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

<table>
<thead>
<tr>
<th>Customer</th>
<th>GE Precision Healthcare LLC, a GE Healthcare business</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signature:</strong></td>
<td><strong>Signature:</strong></td>
</tr>
<tr>
<td><strong>Print Name:</strong></td>
<td><strong>Print Name:</strong> Justin Curtin</td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td><strong>Title:</strong> Service Account Manager</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td><strong>Date:</strong> 3/19/2021</td>
</tr>
</tbody>
</table>
I __________________ authorize ___________________________ to charge my bank account indicated
__(Full Name)__________________________________________(Merchant’s Name)
below for __________________________ each month when your GEHC Service Contract is invoiced.
__(Quote/Contract Number)

Billing Information
Billing Address ___________________ ____________________________________________ Phone # ________________
City, State, Zip ___________________ ____________________________________________ Email ______________________________

☐ ACH Bank Transfer
☐ Checking  ☐ Savings
Account Name ___________________ ____________________________________________
Bank Name ___________________ ____________________________________________
Account Number ___________________ ____________________________________________
Routing Number ___________________ ____________________________________________

*Please add GE Healthcare ACH ID#3751469926 as an approved ACH Filter in your bank account. This will ensure all payments are approved.

☐ Credit Card Payment:
*Please do not write down any credit card information on this form. Please provide your email address and phone number so a GE Healthcare Representative can call you directly to obtain your card information and enter it directly into our GE Healthcare Secure Payment Portal.

Today, being (Date) ____________, by entering my routing and account number above I authorize my payments for (Quote/Contract Number) ____________ to be processed each time a new invoice is generated as electronic funds transfers (EFT) or drafts drawn from my checking or savings account as indicated above and, if necessary, electronic credits to my account to correct erroneous debits. I understand that my payment will process within 1-2 banking days. If any of my payments return unpaid, I authorize you or your service provider to collect the returned payment and my state’s return item fee for each such payment by EFT(s) or draft(s) drawn from my account. To view your state’s returned item fee, please visit the website below: https://merchants.fiserv.com/en-us/customer-center/merchants/telecheck-returned-check-fees/ I understand that this authorization will remain in full force and effect until I notify you to revoke it by calling 1 (800) 581-5600 and allowed you reasonable opportunity to act on my notice.

SIGNATURE _______________________________ DATE _______________________________
(Account Holder’s Signature)
### Equipment Identifiers

<table>
<thead>
<tr>
<th>System ID: TBD0004</th>
<th>Trans. Type</th>
<th>Equipment</th>
<th>Effective Date</th>
<th>Offering</th>
<th>Options</th>
<th>Features</th>
<th>Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phy Loc Acct: 145282</td>
<td>ADD POS</td>
<td>GE UL VENUE GO (UVENGA)</td>
<td>End of Warranty through 60 Months after Equipment Acceptance</td>
<td>AssurePoint Standard</td>
<td>INCLUDED: • DVR • EXTERNAL DVD R/W • GENERAL/SPECIALTY PROBES: 01 Replacement per year (even if caused by accidental damage) • LOANER COVERAGE: NEXT DAY LOANER COVERAGE • PEDOF PROBE • Printers EXCLUDED: • CARTS • Continuity</td>
<td>• Accidental Damage System Replacement: Unlimited • FE Coverage Weekdays: NO COVERAGE HRS • FE Coverage Weekend: NO COVERAGE HRS • iCenter • InSite Response: 30 • InSite/Tech Phone Support • PM Cov.: Mon-Fri 8AM-5PM, 1 per Year • Remote Apps Support Level-1: MON-FRI, 8AM-5PM • Repair Parts: Included, Next Day 10:30 AM/LST-UL • Repair Type: Depot Repair Only</td>
<td>$4,907</td>
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<table>
<thead>
<tr>
<th>System ID: TBD0005</th>
<th>Trans. Type</th>
<th>Equipment</th>
<th>Effective Date</th>
<th>Offering</th>
<th>Options</th>
<th>Features</th>
<th>Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phy Loc Acct: 145282</td>
<td>ADD POS</td>
<td>GE XR INNOVA IGS 530 (XCA320)</td>
<td>End of Warranty through End of 36 Month Tube Warranty</td>
<td>AssurePoint Standard</td>
<td>INCLUDED: • ADDITIONAL SMARTBOX • APM Predict: OnWatch • DETECTOR • DOWNSTREAM VIDEO OUTPUT • LINO RESPONSE TIME: 30 MIN. • LARGE DISPLAY MONITOR • TUBE COVERAGE: TUBE COVERAGE AS PER WARRANTY EXCLUDED: • Continuity • IVUS • PERIPHERAL DEVICES • Printers • UNINTERRUPTED POWER SUPPLY • VCR • WORKSTATION</td>
<td>• FE Coverage Weekdays: MON-FRI, 8AM-9PM • FE Coverage Weekend: NO COVERAGE HRS • FE Onsite Response Time: 6-Hours • iCenter • Innova Dose Reporting: Excluded • InSite Response: 30 • InSite/Tech Phone Support • PM Coverage HOURS/DAYS: MON-FRI, 8AM-9PM • Repair Parts: Included, Next Day 10:30 AM/LST-UL • Repair Type: Depot Repair Only • Software and Quality Updates • Third Party Software: Excluded • TIP Answer Line • TIP-Ed Online (TV) Subscription • Uptime Commitment: 97%</td>
<td>$87,570</td>
</tr>
</tbody>
</table>

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 5/18/2021.
<table>
<thead>
<tr>
<th>Equipment Identifiers</th>
<th>Trans. Type</th>
<th>Equipment</th>
<th>Effective Date</th>
<th>Offering</th>
<th>Options</th>
<th>Features</th>
<th>Annual Amount</th>
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</thead>
<tbody>
<tr>
<td>System ID: TBD0005 Phy Loc Acct: 145282</td>
<td>MODIFY: Options POS</td>
<td>GE XR INNOVA IGS 530 (XCA320)</td>
<td>End of 36 Month Warranty through End of Agreement</td>
<td>AssurePoint Standard</td>
<td>INCLUDED: • ADDITIONAL SMARTBOX • APM Predict: OnWatch • DETECTOR • DOWNSTREAM VIDEO OUTPUT • LINQ RESPONSE TIME: 30 MIN. • LARGE DISPLAY MONITOR • TUBE COVERAGE EXCLUDED: • Continuity • IVUS • PERIPHERAL DEVICES • Printers • UNINTERRUPTED POWER SUPPLY • VCR • WORKSTATION</td>
<td>• FE Coverage Weekdays: MON-FRI, 8AM-9PM • FE Coverage Weekend: NO COVERAGE HRS • FE Onsite Response Time: 6-Hours • iCenter • Innova Dose Reporting: Excluded • InSite Response: 30 • InSite/Tech Phone Support • PM Coverage HOURS/DAYS: MON-FRI, 8AM-9PM • Repair Parts: Included, Next Day 10:30 AM LST-SAVI • Softw are and Quality Updates • Third Party Softw are: Excluded • TiP Answer Line • TiP-Ed Online(TV) Subscription • Uptime Commitment: 97%</td>
<td>Old Annual Amount: $87,570 Incremental Annual Amount: $26,005 New Annual Amount: $113,575</td>
</tr>
</tbody>
</table>

| System ID: TBD0006 Phy Loc Acct: 145282 | ADD POS | POWERWARE MV PR POWERWARE UPS 8 KVA (SEA112) | End of Warranty through End of Agreement | AssurePoint Standard | EXCLUDED: • Battery Replacement Coverage | • FE Coverage Weekdays: MON-FRI, 8AM-5PM • FE Onsite Response Time: 6-Hours • PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM • Repair Parts: Included, Next Day 10:30 AM LST-GENERAL | $1,780 |

| System ID: TBD0007 Phy Loc Acct: 145282 | ADD POS | MEDRAD MV PR MEDRAD MARK 7 ARTERION INJECTOR (SME071) | End of Warranty through End of Agreement | AssurePoint Standard | INCLUDED: • OVERHEAD COUNTERPOISE SYSTEM | • FE Coverage Weekdays: MON-FRI, 8AM-5PM • FE Coverage Weekend: NO COVERAGE HRS • FE Onsite Response Time: 24 Hours • PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM • Repair Parts: Included, Next Day 10:30 AM LST-GENERAL | $5,080 |

**NET ANNUAL VALUE:** $125,342
1. Definitions. As identified in this Agreement, “Equipment” is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare’s packaging and with its labeling; “Software” is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare’s packaging and with its labeling, and Documentation associated with the software; “Third Party Software” and “Third Party Equipment” are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party’s packaging and with its labeling (collectively, “Third Party Product”); “Product” is Equipment, Software and Third Party Product; “Services” are Product support or professional services; and “Subscription” is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated Services. “Healthcare Digital Products” are: (i) Software identified in the Quotation as “Centricity”, (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and (v) any Product or Service that is identified in a Healthcare Digital Quotation. “Specifications” are GE Healthcare’s written specifications and manuals as of the date the Equipment shipped. “Documentation” is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.

2. Term and Termination. Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate this Agreement. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. Inventory. GE Healthcare will complete an inventory of Products and provide an updated Product schedule ("Product Schedule"). Products must be in safe, normal operating condition and comply with original equipment manufacturer (“OEM”) specifications in order to be added to the Product Schedule, and GE Healthcare is not liable or responsible for any preexisting defect, malfunction or necessary repairs.

4. Product Removal. Product sold (excluding an assignment of this Agreement) or scrapped by Customer may be removed from this Agreement with 60 days’ prior written notice to GE Healthcare, and fees will be adjusted on the later of the end of the notice period or the date the Product is sold or scrapped. Customer has no right to remove a Product at its convenience.

5. Warranty. GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Service as long as Customer provides prompt written notice to GE Healthcare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. DOCUMENTATION IS PROVIDED "AS IS".

6. Loaner Units. GE Healthcare may provide a loaner unit during extended periods of Service. If a loaner unit is provided: (i) it is for Customer’s temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare’s instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.

7. License Registration. Online registration as a licensee may be required for receipt of Software and Documentation.

8. Customer Responsibilities. Customer must: (i) maintain power quality, grounding temperature, humidity and repairs due to power anomalies, all as necessary for Products to operate within OEM specifications; (ii) ensure labeling complies with regulations; (iii) provide Third Party Product warranty and operating and maintenance manuals, maintenance and service requirements, spare parts, tools, replacement parts, and accessories, supplies, consumables unless the item is identified on the Product Schedule; (v) replace accessories, supplies and consumables; (vi) dispose of accessories, supplies and consumables unless GE Healthcare is legally required to take the item back; (vii) update Third Party Product; (viii) maintain licenses, permits and other approvals required to receive or use radioactive sources and provide the sources needed for calibration and performance checks; (ix) provide access to Products during Service coverage hours; and (x) if required by GE Healthcare, sign an agency authorization letter to provide Services. Service for Products not maintained to OEM specifications may result in additional charges. Customer cannot stockpile replacement parts.

9. End of Support. If GE Healthcare determines that: (i) a Product or component thereof has been declared end of life/support by the OEM; (ii) its ability to Service or maintain a Product or component thereof is hindered due to the unavailability of parts or trained personnel; or (iii) it can no longer Service or maintain the Product in a safe or effective manner, then GE Healthcare may, upon notice: (a) remove the item from this Agreement and adjust fees without otherwise affecting this Agreement, or (b) move the item to “end of service life” coverage.

10. Return for Repair. Prior to shipping Product to GE Healthcare for repair, Customer will back up and remove data stored on the Product. Customer is responsible for damage during shipment to GE Healthcare. GE Healthcare may remove data stored on the Product prior to sending it back to Customer and will provide standard shipping.

11. Exclusions. Unless identified on the Product Schedule, this Agreement does not cover: (i) tubes, detectors, probes, chillers, crystals, batteries, accessories, consumables, user-replaceable items, supplies, cosmetic upgrades or parts used to correct/enhance Product appearance; (ii) a defect, deficiency or repairs due to improper storage or handling, failure to maintain Product according to OEM instructions/specifications, inadequate backup or virus protection, cyber-attacks, or any cause external to the Product or beyond GE Healthcare’s control; (iii) payment/reimbursement of facility costs arising from repair/replacement of Product; (iv) adjustment, alignment, calibration, or planned maintenance; (v) Third Party Product that was not commercially available from the OEM on the date the item was...
does not apply to Products covered by arrangements/warranties from other vendors; (vi) OEM warranty service or recalls; (vii) Product upgrades, certification surveys and relocations; (viii) consultation, training or assistance with use, development, or modification of items/materials (e.g., software and protocols); (ix) installation and reusing existing facilities for testing, training and other purposes; (x) MR-related defect from failure of a Customer water chiller system or service to water chiller system; (xi) Healthcare Digital Products; and (xii) non-GE Healthcare network/antenna installations/troubleshooting.

12. Existing Service Arrangements. This Agreement does not apply to Products covered by arrangements/warranties from other vendors until the end or termination of those arrangements/warranties. If Products covered by another arrangement/warranty are added to this Agreement, they will be added on the day following the end or termination of the other arrangement/warranty.

13. Hourly Billed Services. Services not covered by this Agreement are hourly-billed services and may have a 2-hour minimum charge.

14. Inflation. After the first year of this Agreement, but no more than annually and with 60 days' prior notice provided in the same manner as Customer's invoices, GE Healthcare may increase fees by an amount no more than the prior 12-month increase in the U.S. Bureau of Labor Statistics (“BLS”) Employment Cost Index for “Service-providing industries: Natural resources, construction, and maintenance (not seasonally adjusted, total compensation)” or any replacement index as determined by BLS, capped at 5% annually.

15. Product Specific Service Terms.

15.1. Tube Support (Excluding C-Arms). If tube support/coverage is identified on the Product Schedule, GE Healthcare will provide tubes, on an exchange basis, to replace failed tubes. Customer will: (i) maintain a Product maintenance and repair program, including tube warm up, in accordance with GE Healthcare planned maintenance and repair requirements; (ii) repair the Product with repair parts that meet OEM specifications; and (iii) protect Product configuration against alteration except as authorized by GE Healthcare. Product must have an operational tube on the Agreement Start Date (as defined in the Quotation). No credit will be provided to Customer for the tube.


15.2.1. Magnet Maintenance.

15.2.1.1. If magnet maintenance for MR systems with Lhe/Ln and shield cooler-configured magnets and condenser-configured magnets (K4 technology) is identified on the Product Schedule, GE Healthcare will: (i) adjust, repair, or replace covered components (i.e., MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils); (ii) monitor cryogen levels within the magnet cryostat, based on Customer cryostat meter readings; and (iii) perform magnetic field homogeneity adjustments to the extent required by magnet ramping or covered component adjustment, repair or replacement. Customer will ensure that the Product's cryo-cooler system and water chiller system used with the cryo-cooler system (including in vans or trailers in transit) are operational at all times and maintained, and immediately notify GE Healthcare if it is not.

15.2.1.2. If magnet maintenance for MR systems with permanent magnets is identified on the Product Schedule, GE Healthcare will perform magnetic field homogeneity adjustments to the extent required by a covered component adjustment, repair or replacement.

15.2.2. Remote Magnet Monitoring for non-GE Healthcare Systems. If remote magnet monitoring for non-GE Healthcare systems is identified on the Product Schedule, GE Healthcare will: (i) remotely monitor operating parameters of the MR magnet refrigeration system; (ii) oversee installation of remote monitoring hardware; and (iii) maintain the hardware. Customer will provide power, access and remote connectivity as needed for remote magnet monitoring.

15.2.3. Cryogen Coverage. If cryogen coverage for GE Healthcare MR systems is identified on the Product Schedule, GE Healthcare will provide: (i) monitoring of cryogen levels; and (ii) cryogen delivery and transfill service Monday-Friday, between 9pm-6am local time (excluding GE Healthcare holidays), to replenish cryogen losses resulting from (a) the normal operation of the Equipment in accordance with Specifications, or (b) GE Healthcare's failure to maintain the Equipment in accordance with Specifications. Notwithstanding the foregoing, if Customer's failure to maintain or use the Equipment in accordance with Specifications results in cryogen loss, Customer will be billed for cryogen delivery and transfill service at GE Healthcare's then-current rates. GE Healthcare is not liable for cryogen loss or transfer efficiency during transfer to the cryostat. Customer will inform GE Healthcare of its authorized cryogen representative who will provide GE Healthcare accurate cryostat meter readings and receive notifications relative to cryogen quantity and delivery schedules (for Lhe/Ln and shield cooler configured magnets only); and provide a delivery dock and storage facility.

15.2.4. Cryogen Cost Increases. If GE Healthcare’s cryogen cost increases by more than 12%, as measured against its cost as of the Agreement Start Date (as defined in the Quotation) or its cost on the date of the most recent adjustment, GE Healthcare may increase Service fees in an amount equal to such cost increase.

15.3. Cyclotron. GE Healthcare will work in accordance with its health and safety rules and applicable radiation and radioactive materials safety laws and regulations, whichever is more stringent, including assessment and management of radiation dose in accordance with the As Low As Reasonably Achievable (“ALARA”) standard. Customer will follow all ALARA guidelines to maintain and control the radiation exposures as far below the dose limits as possible. Customer will: (i) if requested by GE Healthcare, remove targets prior to Service; (ii) place targets in an appropriately shielded area/container during Service; (iii) replace targets following Service; (iv) provide at least 24 hours of Product downtime prior to planned maintenance; (v) provide GE Healthcare with Customer’s emergency and site-specific safety procedures; (vi) ensure that a Customer representative is available in the work area during Service; (vii) confirm that GE Healthcare personnel and their tools and accessories are free from contamination prior to leaving Customer’s facility; and (viii) store and dispose of waste generated by Service in compliance with applicable laws and regulations. GE Healthcare reserves the right not to enter areas with dose rates in excess of 2 mSv/hour. Other radiation exposure limits may apply to Service, including daily or personal cumulative dose limits, and local requirements, which could prevent Service of the cyclotron until radiation levels are reduced.


16.1. Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.
16.2. **Governing Law.** The law of the state where the Product is installed, the Service is provided, or the Subscription is accessed will govern this Agreement.

16.3. **Force Majeure.** Performance time for non-monetary obligations will be reasonably extended for delays beyond a party’s control.

16.4. **Assignment: Use of Subcontractors.** Rights and obligations under this Agreement cannot be assigned without the other party’s prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party’s applicable business, Product line, or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

16.5. **Waiver: Survival.** If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party’s right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive will survive the Agreement’s expiration or termination.

16.6. **Intellectual Property.** GE Healthcare owns all rights to the intellectual property in GE Healthcare’s Products, Services, Documentation, Specifications, and statements of work related to a Quotation or otherwise. Customer may provide GE Healthcare with feedback related to Products, Services, and related Documentation, and GE Healthcare may use it in an unrestricted manner.

17. **Compliance.**

17.1. **Generally.** Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare’s ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 100.1952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer’s cost reporting obligations. GE Healthcare will provide safety-related updates for Equipment and Software required by applicable laws and regulations at no additional charge.

17.2. **Security.** GE Healthcare is not responsible for: (i) securing Customer’s network; (ii) preventing unauthorized access to Customer’s network or the Product; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; (vi) third party operating systems, unless specifically provided in the Quotation; or (vii) providing or validating antivirus or related IT safeguards unless sold to Customer by GE Healthcare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCTS REGARDLESS OF A PARTY’S COMPLIANT SECURITY MEASURES.

17.3. **Environmental Health and Safety (“EHS”).** GE Healthcare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE Healthcare’s EHS requirements; (ii) provide a safe environment for GE Healthcare personnel; (iii) tell GE Healthcare about chemicals or hazardous materials that might come in contact with Products or GE Healthcare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.

17.4. **Parts and Tubes.** GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-validated parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

17.5. **Training.** GE Healthcare’s training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation; or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months of: (a) the date of Product delivery for a Product purchase; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE Healthcare’s fault, training expires without refund.

17.6. **Medical Diagnosis and Treatment.** All clinical and medical treatment, diagnostic and/or billing decisions are Customer’s responsibility.

17.7. **Connectivity.** If a Product has remote access capability: (i) Customer will provide GE Healthcare with, and maintain, a GE Healthcare-validated remote access connection to service the Product; or (ii) GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare’s then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

17.8. **Use of Data.**

17.8.1. **Protected Health Information.** If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) (“PHI”), GE Healthcare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE Healthcare, Customer must ensure that all PHI stored in it is deleted.

17.8.2. **Data Rights.** GE Healthcare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE Healthcare will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE Healthcare without Customer’s consent.

17.9. **Customer Policies.** GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare’s ability to perform its obligations.

17.10. **Insurance.** GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.
17.11. **Excluded Provider.** To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

18. **Disputes and Arbitration.**

18.1. **Binding Arbitration.** Other than collection matters and actions seeking injunctive relief to prevent or cease a violation of intellectual property rights related to Products or Services, the parties agree to submit all disputes arising under or relating to this Agreement to the American Arbitration Association (“AAA”) office closest to the largest metropolitan area of the location where the Product is installed or the Service is provided for binding arbitration conducted in accordance with AAA’s then-current Commercial Arbitration Rules. Costs, including arbitrator fees and expenses, will be shared equally, and each party will bear its own attorneys’ fees. The arbitrator will have authority to award damages only to the extent available under this Agreement. Nothing in this Section shall allow either party to arbitrate claims of any third-party not a party to this Agreement. The parties further agree to keep confidential: (i) the fact that any arbitration occurred; (ii) the results of any arbitration; (iii) all materials used, or created for use, in the arbitration; and (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain.

19. **Liability and Indemnity.**

19.1. **Limitation of Liability.** GE HEALTHCARE’S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE’S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

19.2. **Exclusion of Damages.** NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

19.3. **IP Indemnification.** GE Healthcare will indemnify, defend and hold Customer harmless from third-party claims for infringement of United States intellectual property rights arising from Customer’s use of the Equipment or Software in accordance with the Specifications, Documentation and license.

19.4. **General Indemnification.**

19.4.1. GE Healthcare will indemnify, defend and hold Customer harmless for losses which Customer becomes legally obligated to pay arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE Healthcare’s: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

19.4.2. Customer will indemnify, defend and hold GE Healthcare harmless for losses which GE Healthcare becomes legally obligated to pay arising from third party claims brought against GE Healthcare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer’s: (i) medical diagnosis or treatment decisions; (ii) misuse or negligent use of the Product; (iii) modification of the Product; or (iv) material breach of this Agreement.

19.5. **Indemnification Procedure.** For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification; (ii) the indemnifying party will control the defense; (iii) the indemnified party may retain counsel at its own expense; and (iv) the indemnifying party is not responsible for any settlement without its written consent.

20. **Payment and Finance.**

20.1. **Late Payment.** Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer’s outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

20.2. **Taxes.** Prices do not include applicable taxes, which are Customer’s responsibility.

21. **Notices.** Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE Healthcare to General Counsel, 9900 W Innovation Dr., Wauwatosa, WI 53226.
## Statement of Service Deliverables

### Full Service Options

This Statement of Service Deliverables Full Service Options applies to the following GE Healthcare AssurePoint ("AP") service offerings: Standard, Rapid, Access, PM, Limited, Select, Performance, and Advance.

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- Included (to the extent provided herein)
- Optional (if available/identified on the Product Schedule)
- Requires Connectivity (if Product has remote access capability)
- # See supplemental terms of offering

### 1. Corrective Maintenance

GE Healthcare or its agents will use commercially reasonable efforts to resolve any verifiable and reproducible service issue of the Product (defined as the Product not substantially meeting original equipment manufacturer ("OEM") published specifications) in a reasonable period of time after notification by Customer, through remote or on-site services. Technical phone support is available 24 hours per day, 7 days per week (excluding GE Healthcare holidays, extent of phone support may differ by product type). On-site support is identified on the Product Schedule (if not listed, 8am to 5pm local time). GE Healthcare will use reasonable efforts to meet the response time for on-site support as identified on the Product Schedule. Corrective maintenance outside of coverage hours, on GE Healthcare holidays, or expedited beyond the response time (at Customer’s request) will be billed at GE Healthcare’s then-current rates. Corrective maintenance includes corrective maintenance-related Replacement Parts (subject to availability).

- AP PM. Corrective maintenance and corrective maintenance-related Replacement Parts are excluded.
- AP Limited and AP Select. GE Healthcare will provide a limited number of corrective maintenance events as identified on the Product Schedule. Each Customer call/request for corrective maintenance will be applied to the limited number of corrective maintenance events, unless Customer purchases service separately at GE Healthcare’s then-current rates at the time it contacts GE Healthcare for such service.

### 2. Planned Maintenance

GE Healthcare or its agents will provide planned maintenance service ("PM") pursuant to OEM recommended frequencies and published specifications as set forth in the OEM service manuals (where available), or pursuant to documented alternate PM frequencies and specifications based on GE Healthcare’s risk-based assessment. PM will be performed at mutually agreed upon times during PM coverage hours (excluding weekends and GE Healthcare holidays unless otherwise specified) as identified on the Product Schedule. PM
includes PM-related Replacement Parts (subject to availability). PM and PM-related Replacement Parts for PM activities with a frequency of 7 years or greater are excluded.

3. **Replacement Parts.** "Replacement Parts" mean the lowest level component repair part available that will bring the Product to OEM published specifications. GE Healthcare will provide subassemblies or assemblies if a lower replacement part is not available. Accessories and supplies are not Replacement Parts. Replacement Parts may be provided on a new or refurbished/repaired (exchange) basis, at GE Healthcare’s sole discretion. If an exchange part is provided, the original part becomes GE Healthcare property and GE Healthcare will remove it from Customer’s site or Customer must return it to GE Healthcare within a reasonable timeframe of replacement to avoid being billed for the non-retumed part. Replacement Parts are shipped freight included (excluding “Special Order” parts, which are not stocked by GE Healthcare due to low demand). If delivery priority is identified on the Product Schedule, it will be subject to shipment cut-off times for the applicable distribution center. Expedited parts delivery is available for an additional fee.

- AP PM. Corrective maintenance-related Replacement Parts are excluded.

4. **Software Updates and Upgrades.** Software updates consist of any error correction or modification to Equipment that maintain existing software features and functionality made generally available to GE Healthcare’s installed customer base. Software updates may be installed during PM, or as otherwise agreed to by the parties. Software updates do not include any separately licensed software modules which provide additional functionality related to an application or feature for the hardware or software. Software upgrades are not included, which consist of any revision or enhancement to the Software by GE Healthcare that improve or expand existing software features or functionality that are made generally available for purchase. Additional hardware and/or software (including upgrades to third party software or operating system software) required for software updates or software upgrades, training, project management, and integration services are excluded.

5. **Phone Clinical Applications Support.**
- All Products. GE Healthcare will provide clinical applications support by telephone, Monday-Friday, 8am to 5pm CST (unless otherwise identified on the Product Schedule), excluding OEM holidays. Off-hours support is available for an additional fee.
- Equipment. Only available for Customer personnel trained by GE Healthcare to use the Equipment.
- Third Party Product. Only provided if identified on the Product Schedule and available via the OEM.

6. **TIP Options.** Not all TIP options are available with all Products or with all GE Healthcare service options. See Product Schedule for a list of TIP options included in the Agreement.
- TIP Answer Line. Not available for Third Party Product. Provides toll-free access to GE Healthcare application staff. Hours of operation based on product type (times available upon request).
- TIP-Ed Online. Continuing education training and business programming for healthcare professionals. See TIP-Ed Online Statement of Service Deliverables for additional terms and conditions.
- TIP Elevate. Training credits which can be used for trainings conducted at Customer’s facility, via remote training sessions and at GE Healthcare’s Healthcare Institute for the following diagnostic imaging products: MR, CT, Mammography, PET, Nuclear Medicine, Vascular and XR. See TIP Elevate Statement of Service Deliverables for additional terms and conditions.

7. **iCenter.** GE Healthcare’s iCenter solution is a cloud-based asset maintenance and management software application that provides data and analytics on Product status, location, service and maintenance history, planning and Equipment utilization (“iCenter Application”). If identified on the Product Schedule, GE Healthcare grants Customer during this Agreement a non-exclusive, non-transferable, non-sublicensable, limited subscription license to access and use the iCenter Application for the Products covered under this Agreement only for Customer’s internal business operations in the United States. See Product Schedule for additional license, access and site terms. Customer must ensure its employee users maintain individually-assigned confidential user identifications and control mechanisms to access the iCenter Application, and notify GE Healthcare immediately of unauthorized access to or use of a username, password or other breach of security. The iCenter Application and information therein are provided on an “AS IS” and “AS AVAILABLE” basis. NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, OR DATA ACCURACY, APPLY. GE Healthcare may monitor use of the iCenter Application for purposes including, but not limited to, ensuring appropriate use, product and service enhancements, performance monitoring and marketing. GE Healthcare may upgrade, modify, suspend, replace or disable the iCenter Application or portions thereof at any time during this Agreement. Customer cannot: (i) modify, reverse engineer, decompile, disassemble, copy or create derivative works of the iCenter Application; (ii) modify markings, labels or notices of proprietary rights; or (iii) make the iCenter Application or information therein available to third-parties. GE Healthcare retains all ownership and intellectual property rights to the iCenter Application and information therein. No rights are granted except as expressly provided in this Agreement.

8. **Remote Diagnostic Services.** If identified on the Product Schedule, the Agreement includes GE Healthcare’s then-current iNiq, or iLinq Diagnostic tools. Not available on all Products. Hours of operation based on product type.

9. **Uptime Performance.** If a Product fails to meet GE Healthcare’s uptime commitment identified on the Product Schedule during any year of the Agreement, GE Healthcare will provide the applicable remedy listed below (which is Customer’s sole and exclusive remedy). Uptime is calculated as follows: [Uptime-Downtime]/Uptime, with Uptime measured as the coverage hours identified on the Product Schedule (hours per day x days per week x 52 weeks). Downtime is measured as the number of hours the Product is inoperable and out of service. PM time and software update/installation are excluded from downtime calculation. Product is considered down from the time the request to receive by GE Healthcare until it is turned over to Customer for operation/use. Product is considered in service if Customer fails to give GE Healthcare immediate and unencumbered access to it or continues to obtain scans from it after notifying GE Healthcare of Product failure. Product is considered out of service if it is unavailable for scanning patients and diagnosing images on the display console or operator’s console. Peripheral equipment (e.g., remote console, magnetic tape drive, hard copy devices, multi-format, laser cameras) are excluded. Services required for anything other than Product failure, and damage or inoperability beyond GE Healthcare’s control, are excluded.
Customer is responsible for tracking and calculating uptime. To be eligible for the remedy, Customer must maintain a performance log that includes data required to calculate downtime.

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<th>Offering</th>
<th>Remedy</th>
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<tr>
<td>AssurePoint Standard</td>
<td>Reduction in the amount of the then-current annual charge for the affected Product during the following contract year, at the following amounts:</td>
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<tr>
<td>AssurePoint Rapid</td>
<td>% Less Than Uptime Commitment</td>
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<tr>
<td>AssurePoint Access</td>
<td>0.1% - 5%</td>
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<td>AssurePoint Performance</td>
<td>5.1% - 10%</td>
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<tr>
<td>AssurePoint Advance</td>
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10. Specialty Component Coverage. Customer may separately purchase specialty component coverage for tubes, probes and detectors, including AP Complete, AP Reserve, or AP Pro. See applicable Statement of Service Deliverables for additional terms and conditions.

11. No Charge Special Parts Handling. GE Healthcare will provide no charge special handing of critical parts in Product hard down situations. Critical parts are Replacement Parts required for sufficient functionality of the Product to reasonably patient scanning and diagnosing images on the display or operator’s console. Special handling is expedited delivery beyond Replacement Parts delivery priority identified on the Product Schedule.

12. Quality Assurance Activities. Upon Customer request, GE Healthcare will provide quality assurance activities (e.g., Product and image quality control testing, calibrations, functional testing) to measure whether Product is performing according to Customer-determined standards.

13. AP Refresh. For AP Refresh, Customer is entitled to a pre-defined 1-time Equipment hardware and/or software upgrade at the beginning of the Agreement, with the cost of such upgrade paid over the full or partial term of the Agreement. See AP Refresh Statement of Service Deliverables for additional terms and conditions. 36-month minimum Agreement is required.

14. Full Service Riders. If the Product Schedule includes ultrasound products, Remote Console, APM Predict: OnWatch, Tube Watch, AP GlassPro or Maxi-Ray GlassPro, see applicable Statement of Service Deliverables Rider for additional terms and conditions.

15. Supplemental Services During Warranty. If identified on the Product Schedule, Customer is entitled to additional services for the Equipment as listed on the Product Schedule for the remaining term of the Equipment Warranty (as defined in the GE Healthcare “Warranty Statement”). The fees for the services are identified on the Product Schedule and will apply if Customer signs and returns this Agreement before delivery of the Equipment. Additional fees (i.e., in addition to the fees identified on the Product Schedule) will apply if Customer signs and returns this Agreement after delivery of the Equipment (contact GE Healthcare). During the Equipment Warranty, Customer’s remedies for the services are those described in the Warranty Statement or Product Terms and Conditions. If Customer terminates this Agreement prior to its expiration date, Customer is responsible for amounts owed under this coverage (i.e., the value of services performed on a prorated basis), and will pay the amounts within 30 days following Agreement termination.

16. Product Usage Allowance/Level. Where Service charges are based on an estimate of annual total patient exam volume as identified on the Product Schedule, if Product usage in any contract year exceeds the volume level/band level identified on the Product Schedule by greater than 5%, GE Healthcare may: (i) increase charges for the following contract year based on the prior year’s annual total patient exam volume by 10% for CT, Nuclear and PET, and 20% for MR, for each volume level/band level increase; and (ii) charge for the prior year’s overage at a per patient rate of $38 for CT, Nuclear and PET, and $65 for MR. The overage charge will not exceed the new volume level/band level charge increase by more than 10%.

17. Overtime Hours Allowance. If identified on the Product Schedule, corrective maintenance or PM service will be provided outside the coverage hours identified on the Product Schedule (if not listed, 8am to 5pm local time) up to the number of overtime hours identified on the Product Schedule. The number of overtime hours identified on the Product Schedule are valid for 12 months, commencing on the signature date of the Agreement or its anniversary date, as applicable. Service hours that exceed the number of overtime hours will be billed at GE Healthcare’s then-current rates. Unused hours will not roll over to the following contract year and are forfeited without refund or credit.

18. Exclusions. Products are excluded from coverage under the Agreement and Customer is not entitled to any remedy (including uptime remedy) if GE Healthcare’s failure to provide Service is due to: (i) Customer cancellation, rescheduling, or inability of GE Healthcare to access the Product; (ii) Customer’s default; (iii) improper care of the Product; or (iv) any cause beyond GE Healthcare’s control. Unless identified on the Product Schedule, this Agreement does not cover: stand-alone workstations, sensors, transmission pin sources, transducers, non-GE Healthcare supplied coils, MR surface coils on Third Party Product (other than the body coil), MR magnet, cryostat, coldhead, cryo-cooler compressor, shim and gradient coils, and cryogens. GE Healthcare is not responsible for providing system database maintenance for Customer, including but not limited to, activities related to backup, new users, user privileges, physician list updates, and archive/data entry.
Statement of Service Deliverables

Full Service Ultrasound Rider

This Full Service Ultrasound Rider supplements the GE Healthcare Statement of Service Deliverables Full Service Options and applies to the following GE Healthcare AssurePoint ("AP") service offerings: Standard, Rapid, Limited, Select, Performance, and Advance.

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• Included (to the extent provided herein)  ° Optional (if available/identified on the Product Schedule)

1. **Probe Service Coverage.** If identified on the Product Schedule, GE Healthcare will provide probe repair or replacement coverage (at GE Healthcare’s discretion) for Product probe failures that occur due to normal use or accidental damage as each is limited by the number of repairs/replacements per contract year as identified on the Product Schedule. Additional probe repair service will be billed at GE Healthcare’s then-current rates and additional probe replacements may be purchased at GE Healthcare’s then-current list prices less any applicable discount identified on the Product Schedule. Subject to the exclusions listed herein, repaired and replacement probes that fail on the Product within 90 days after delivery (“Repair/Replacement Period”), will be repaired or replaced at no additional charge, will not be counted against the probe repair/replacement allotment per contract year as identified on the Product Schedule, and will carry the remaining balance of the repaired/replaced probe’s Repair/Replacement Period. To illustrate:

- Probe A under Probe Service Coverage (with a Repair/Replacement Period of 90 days) fails 40 days after delivery. Probe B is delivered in its place. Probe B is not counted against the probe repair/replacement allotment of that contract year, and carries the balance of Probe A’s 90 day Repair/Replacement Period (i.e., 50 days).
- Probe A under Probe Service Coverage (with a Repair/Replacement Period of 90 days) fails 91 days after delivery. Probe B is delivered in its place. Probe B is counted against the probe repair/replacement allotment of that contract year, and carries a new Repair/Replacement Period of 90 days.

Except for the Repair/Replacement Period, repaired and replacement probes are provided AS IS with NO WARRANTIES OF ANY KIND, INCLUDING NO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Coverage for TEE probes is excluded unless otherwise identified on the Product Schedule. Coverage does not cover lost probes, theft, or damage caused by any use that does not conform to OEM guidelines (e.g., abuse, improper handling, power failures or surges, fire, improper cleaning, disinfecting, over-soaking). Service for damaged probes caused by any of the foregoing will be billed at GE Healthcare’s then-current rates. A loaner probe may be provided by GE Healthcare while servicing Customer’s probe according to the Loaner Units section of this Agreement (with the understanding that Customer will not receive an entire loaner unit, but instead a loaner probe). Upon written agreement of the parties, Customer may keep the loaner probe as a replacement for Customer’s damaged probe, so long as Customer promptly returns the damaged probe to GE Healthcare (as it becomes GE Healthcare property).

2. **Compact Console Accidental Damage Replacement Coverage.** GE Healthcare will provide replacement coverage during the Agreement for GE Healthcare compact systems (e.g., Logiq Book, Vivid i, Vivid q, Venue 40, Venue 50, Voluson i, Voluson e, Logiq e, Vivid e, Logiq i, Vscan) Equipment failures that occur due to normal use, operations, handling or storage, and accidental damage (e.g., cracking from high impact drops or probe cable rupture from rolling Equipment over cable). Coverage does not cover lost Equipment, theft, damage caused by any use that does not conform to OEM guidelines (e.g., abuse, misuse, improper handling, power failures or surges, fire, improper cleaning, disinfecting), or any peripherals, probes, or other items.

3. **Compact Console Loaner Program.** GE Healthcare will Service Customer’s covered handheld compact (e.g., Logiq Book, Vivid i, Vivid q, Venue 40, Venue 50, Voluson i, Voluson e, Logiq e, Vivid e, Logiq i, Vscan) Equipment so long as the Equipment is returned to GE Healthcare for Service. A loaner unit will be provided by GE Healthcare while servicing the Equipment according to the Loaner Units section of this Agreement. Customer is responsible for proper packing and return of both the Equipment and the loaner unit. When returning the Equipment for Service, Customer must use the original packing material or any alternative recommended by GE Healthcare. Shipments must be sent insured by Customer for the replacement value of the Equipment being shipped.

4. **Echo PAC Software Configuration and Administrative Review (SCAR).** GE Healthcare will provide periodic inspections of each applicable ultrasound Equipment with such inspection coverage pursuant to OEM specifications at OEM-recommended intervals around those times identified on the Product Schedule.

5. **AP Limited and AP Select.** For GE Healthcare ultrasound console Equipment, repair parts include 1 general or 1 specialty transducer (other than TEE transducers) exchange per year, if required. Probes are excluded for Third Party Products (unless identified on the Product Schedule). This coverage is considered a “Designated Service Event”. GE Healthcare will provide replacement coverage for Product probe failures that occur due to normal use or accidental damage, capped at 1 service event per contract year (unless otherwise identified on the Product Schedule). For GE Healthcare ultrasound compact Equipment, a service event can include a general or specialty transducer (other
than TEE transducers) failure that occurs due to normal use or accidental damage, capped at 1 service event per contract year or corrective service for Equipment problems that are diagnosed and remedied by GE Healthcare. This coverage is considered a “Designated Service Event”.

6. **Vscan Air Equipment Coverage.** For Vscan Air equipment, on-site corrective maintenance and on-site PM (if applicable) are excluded. If the service issue cannot be resolved remotely, GE Healthcare will provide corrective maintenance at GE Healthcare's repair center for Vscan Air equipment failures that occur due to normal use or accidental damage. Corrective maintenance of Vscan Air equipment includes repair or equipment replacement (on an exchange basis) coverage at GE Healthcare's discretion. Vscan Air equipment replacements are provided AS IS with NO WARRANTIES OF ANY KIND, INCLUDING NO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If a Vscan Air equipment replacement is provided, the original Vscan Air equipment becomes GE Healthcare property and Customer must ship it to GE Healthcare within 7 days of receiving the replacement to avoid being billed for the Vscan Air equipment replacement. Coverage does not cover lost equipment (including during shipping), theft, or damage caused by power failures, surges or fire. Customer will ship Vscan Air equipment to GE Healthcare’s repair center using the original packing material or any alternative recommended by GE Healthcare. Standard shipping is included. Repair center’s standard business hours are Monday-Friday, 8am to 5pm CST (excluding GE Healthcare holidays). Technical phone support is available Monday-Friday, 7am to 7pm CST (excluding GE Healthcare holidays).
1. **APM Predict: OnWatch (if identified on the Product Schedule)**

   1.1 **APM Predict: OnWatch.** GE Healthcare will use its then current APM Predict: OnWatch service to monitor (i) the performance of a limited number of components in the Equipment, and (ii) a limited number of environmental conditions where the Equipment is located. GE Healthcare will receive electronic service alerts of potential and/or emerging issues (e.g., Equipment identification number, description of identified issue) that it may use to service or maintain the Equipment.

2. **Tube Watch (if identified on the Product Schedule)**

   2.1 **Tube Monitoring.** Tube Watch provides monitoring of GE Healthcare liquid-bearing tubes installed in the Equipment identified on the Product Schedule. Following GE Healthcare’s receipt of a “tube-health” notice from the Equipment, GE Healthcare will notify Customer and request access to the Equipment ("Customer Notice"). Within 72 hours of Customer Notice, GE Healthcare will access the Equipment to begin service and/or tube replacement. Tube Watch is a GE Healthcare manufactured liquid-bearing tube-monitoring service only; corrective maintenance, tube replacement coverage, replacement parts and labor are not included.

   2.2 **Performance Guarantee.** If a GE Healthcare liquid-bearing tube prevents the Equipment from scanning either: (i) before Customer Notice; or (ii) within 72 hours of Customer Notice (each, a “Failure”), then, subject to the conditions in this Rider, GE Healthcare will provide Customer a service credit equaling the Tube Watch performance guarantee amount identified on the Product Schedule for such Equipment in the contract year in which the Failure occurred (“Performance Guarantee”). The Performance Guarantee is limited to 1 service credit per contract year regardless of whether multiple Failures occur on the same Equipment in a contract year.

   2.3 **Access and Connectivity.** The Performance Guarantee is conditioned on Customer: (i) granting GE Healthcare with access to the Equipment upon GE Healthcare’s request; and (ii) providing GE Healthcare with, and maintaining, remote access to the Equipment at all times during this Agreement.
1. **TiP-Ed Online.** TiP-Ed Online content is available through GE Healthcare’s Learning System website with access to courses, supplemental materials, CE assessments and certificates of completion. Access to TiP-Ed Online content requires Customer to have Internet broadband connectivity. GE Healthcare is not responsible or liable for technical issues, loss of connection or internal delivery problems.

1.1 **TiP-Ed Online Access and Use.** GE Healthcare grants Customer during this Agreement a non-exclusive, non-transferable, non-sublicensable, limited subscription license to access and use TiP-Ed Online and content therein for Customer’s internal business operations in the United States. Customer must ensure its employee users maintain individually-assigned confidential user identifications and control mechanisms to access TiP-Ed Online, and notify GE Healthcare immediately of unauthorized access to or use of a username, password or other breach of security. TiP-Ed Online and content therein are provided on an “AS IS” and “AS AVAILABLE” basis. NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, OR DATA ACCURACY, APPLY. GE Healthcare may monitor use of TiP-Ed Online for purposes including, but not limited to, ensuring appropriate use, product and service enhancements, performance monitoring and marketing. GE Healthcare may upgrade, modify, suspend, replace or disable TiP-Ed Online or portions thereof at any time during this Agreement. Customer cannot: (i) modify, reverse engineer, decompile, disassemble, copy or create derivative works of TiP-Ed Online or content therein; (ii) modify markings, labels or notices of proprietary rights; or (iii) make TiP-Ed Online or content therein available to third-parties. GE Healthcare retains all ownership and intellectual property rights to TiP-Ed Online and content therein. No rights are granted except as expressly provided in this Agreement.

1.2 **Customer’s TiP-Ed Online Responsibilities.** Customer will: (i) assist GE Healthcare or its agents to determine the compatibility of Customer’s existing on-line system to access TiP-Ed Online content; (ii) maintain its facilities in order to receive TiP-Ed Online content through the use of GE Healthcare’s Learning System; and (iii) designate an education coordinator for each Customer facility utilizing TiP-Ed Online.

1.3 **GE Healthcare’s TiP-Ed Online Responsibilities.** GE Healthcare will provide: (i) telephone assistance during the initial setup of TiP-Ed Online; (ii) utilization tools and processes for promoting participation in TiP-Ed Online (e.g., schedules, calendars); (iii) access via 1 user name and password to site-specific education records for 1 designated education coordinator per participating facility; and (iv) toll-free customer service support 24 hours per day, 7 days per week (excluding GE Healthcare holidays).
Customer named below designates GE Healthcare as its authorized agent to act on Customer’s behalf to conduct the following business matters concerning the equipment within Customer’s owned, leased and/or managed facilities:

- Negotiate and sign service agreements and amendments thereto.
- Obtain service support, service support pricing, parts, parts pricing, technical support and information (including, but not limited to, manuals, software, etc.), service histories, time and material cost, and training.
- Receive invoices related to the service of the equipment including, but not limited to, service agreements, service support, parts, technical support and information, time and material cost, and training.

This agency authorization is effective as of the date shown below and continues until revoked in writing by an authorized representative of Customer. Revocation of this agency authorization will not affect the validity of any contracts or commitments made by GE Healthcare as Customer’s agent prior to delivery of the written revocation.

CUSTOMER

Facility Name: ________________________________

Signature: ________________________________

Print Name: ________________________________

Title: ________________________________

Date: ________________________________
GE Healthcare Service Quotation

AGREEMENT# ______  ACCOUNT# ______  QUOTATION ID# B72A91E

Customer Information:
Name: Humboldt General Hospital
Address: 118 E Haskell St
City: Winnemucca  State: NV  Zip: 89445-3247

Customer Billing Information:
Name: Humboldt General Hospital
Address: 118 E Haskell St
City: Winnemucca  State: NV  Zip: 89445-3247

Is the above billing address correct?  Yes  No  If no, please provide the correct billing address below:

Customer Billing Information:
Name:
Address:
City:  State:  Zip:  

Please provide the contact name and email address of the following person(s):

1. To be notified when this Agreement is processed:
   Contact Name:  Email address:  

2. To receive all invoices electronically via email:
   Contact Name:  Email address:  

Term: 84 months
Billing Frequency: Monthly - Advance
Payment Schedule**:  
The following payments have non-date effective dates:
$994.50 Monthly - Advance, Effective at End of Warranty through 84 Months After End of System Warranty
$36.00 Monthly - Advance, Effective at End of Warranty through 84 Months After End of System Warranty
$49.50 Monthly - Advance, Effective at End of Warranty through 84 Months After End of System Warranty
$80.08 Monthly - Advance, Effective at End of Warranty through 84 Months After End of System Warranty
$25.17 Monthly - Advance, Effective at End of Warranty through 84 Months After End of System Warranty
$23.42 Monthly - Advance, Effective at End of Warranty through 84 Months After End of System Warranty
Payment Terms: Net 30 days of invoice date
Electronic Funds Transfer Authorized:  Yes  No

Agreement Start Date**: End of Warranty
Quotation Expiration Date: April 23, 2021
PO Requirement:  Yes  No
PO #:  PO Expiration Date:  

Service Sales Rep.: Joey Andersen
Email: Joey.Andersen@ge.com
Phone: 971-985-7790 

Sales And Use Tax Status: No Exemption Certification on file

**Agreement Start Date: The "Agreement Start Date" begins on: (a) the above date if Customer signs and returns this Agreement within 30 calendar days of that date; or (b) the date of signature if Customer does not sign and return this Agreement within 30 calendar days of the above date.

Annual Charges: See Product Schedule for annual charges, offerings, coverage, and start dates for each Product. Charges are based on Product inventory, offerings, and coverage as of the Agreement Start Date and may change to reflect inventory and coverage modifications, variable charges and other adjustments as specified in this Agreement. If this Agreement's annual charges are less than $12,000, GE Healthcare reserves the right to enforce automatic bill payment (via ACH or credit card).

***Payment Schedule: Charges are payable in installments as set forth above plus applicable taxes. These charges may change based on Product additions/deletions, inflation adjustments or other modifications permitted by this Agreement. Customer will be billed beginning on the Agreement Start Date. Payment is due the first of each month. If the Agreement Start Date is not the first of the month, the first and last payments will be prorated. If Customer finances the Services with GE HFS LLC, Customer is responsible for payment under this Agreement, but the payment schedule may be modified as identified in the Customer/GE HFS LLC financing agreement.

Agreement: This Agreement is between the “Customer” identified above and the GE Healthcare business identified below ("GE Healthcare"), for the sale and purchase of the Services and/or the Subscription identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is defined as the GE Healthcare: (1) Quotation; (2) Product Schedule; (3) Statement of Service Deliverables; and (4) Service Terms & Conditions, that apply to the Products, Services and/or Subscription identified in this Quotation. In the event of conflict, the order of precedence is as listed. GE Healthcare can withdraw this Quotation at any time before "Quotation Acceptance", which occurs when Customer either: (i) signs and returns this Quotation; or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare. On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Services and/or Subscription identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare’s prior written consent.

GE Healthcare Service Quotation (Rev 07.20)  Page 1 of 8  GE Healthcare Confidential & Proprietary
Handwritten or electronic modifications on this Agreement (except signatures on the signature blocks below) are void. This Agreement is not part of an umbrella or other group purchasing agreement unless otherwise indicated.

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

<table>
<thead>
<tr>
<th>Customer</th>
<th>GE Precision Healthcare LLC, a GE Healthcare business</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Print Name:</td>
<td>Print Name: Joey Andersen</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: RSSR</td>
</tr>
<tr>
<td>Date:</td>
<td>Date: 2/22/2021</td>
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| System ID: TBD0004, Phy Loc Acct: 145282 | ADD POS | GE Invasive COMPUTER MAC-LAB ACQUISITION V7.0 (2200000-003) | End of Warranty through End of Agreement | AssurePoint Standard INV | INCLUDED:  
• HD HUB | • Clinical Applications Support: Mon-Fri, 8am-5pm  
• FE Onsite Coverage Hours: Mon-Fri, 8am-9pm  
• FE Onsite Response Time: 24 Hours  
• InSite/Tech Phone Support: Yes  
• PM Coverage: Mon-Fri, 8am-5pm  
• Repair Parts: Included, Next Day 10:30 AM LST  
• Uptime Commitment: 99% | $11,934 |
| System ID: TBD0002, TBD0003, Phy Loc Acct: 145282 | ADD POS | GE Invasive MONITOR (P1961BB) | End of Warranty through End of Agreement | AssurePoint Standard 8-9 INV |  | • Clinical Applications Support: Mon-Fri, 8am-5pm  
• FE Onsite Coverage Hours: Mon-Fri, 8am-9pm  
• FE Onsite Response Time: 24 Hours  
• InSite/Tech Phone Support: Yes  
• Phone Tech Support Coverage Hours: Mon-Sun, 0000-2400 (Excl Holidays)  
• PM Coverage: Mon-Fri, 8am-9pm  
• Repair Parts: Included, Next Day 10:30 AM LST  
• Uptime Commitment: 99% | $432 ($216 x 2) |
| System ID: TBD0005, Phy Loc Acct: 145282 | ADD POS | GE Invasive IEB 110V BASE-ROHS (2079325-002) | End of Warranty through End of Agreement | AssurePoint Standard 8-9 INV |  | • Clinical Applications Support: Mon-Fri, 8am-5pm  
• FE Onsite Coverage Hours: Mon-Fri, 8am-9pm  
• FE Onsite Response Time: 24 Hours  
• InSite/Tech Phone Support: Yes  
• Phone Tech Support Coverage Hours: Mon-Sun, 0000-2400 (Excl Holidays)  
• PM Coverage: Mon-Fri, 8am-9pm  
• Repair Parts: Included, Next Day 10:30 AM LST  
• Uptime Commitment: 99% | $594 |
| System ID: TBD0006, Phy Loc Acct: 145282 | ADD POS | GE Invasive MLC L PDM NELLCOR SPO2 ENGLISH 60 HZ (P1008N) | End of Warranty through End of Agreement | AssurePoint Standard 8-9 INV |  | • Clinical Applications Support: Mon-Fri, 8am-5pm  
• FE Onsite Coverage Hours: Mon-Fri, 8am-9pm  
• FE Onsite Response Time: 24 Hours  
• InSite/Tech Phone Support: Yes  
• Phone Tech Support Coverage Hours: Mon-Sun, 0000-2400 (Excl Holidays)  
• PM Coverage: Mon-Fri, 8am-9pm  
• Repair Parts: Included, Next Day 10:30 AM LST  
• Uptime Commitment: 99% | $961 |
<table>
<thead>
<tr>
<th>Equipment Identifiers</th>
<th>Trans. Type</th>
<th>Equipment</th>
<th>Effective Date</th>
<th>Offering</th>
<th>Options</th>
<th>Features</th>
</tr>
</thead>
</table>
| System ID: TBD0007 Phy Loc Acct: 145282 | ADD POS | GE Invasive ASSY PDM BASE STATION PLUS CO2 (2077867-001) | End of Warranty through End of Agreement | AssurePoint Standard 8-9 INV | | • Clinical Applications Support: Mon-Fri, 8am-5pm  
• FE Onsite Coverage Hours: Mon-Fri, 8am-9pm  
• FE Onsite Response Time: 24 Hours  
• InSite/Tech Phone Support: Yes  
• Phone Tech Support Coverage Hours: Mon-Sun, 0000-2400 (Excl Holidays)  
• PM Coverage: Mon-Fri, 8am-9pm  
• Repair Parts: Included, Next Day 10:30 AM LST  
• Uptime Commitment: 99% |
| | | | | | | $302 |
| System ID: TBD0008 Phy Loc Acct: 145282 | ADD POS | GE Invasive RESPRONICS C5 LOFLO SIDESTREAM CO2 MODULE (2092609-001) | End of Warranty through End of Agreement | AssurePoint Standard 8-9 INV | | • Clinical Applications Support: Mon-Fri, 8am-5pm  
• FE Onsite Coverage Hours: Mon-Fri, 8am-9pm  
• FE Onsite Response Time: 24 Hours  
• InSite/Tech Phone Support: Yes  
• Phone Tech Support Coverage Hours: Mon-Sun, 0000-2400 (Excl Holidays)  
• PM Coverage: Mon-Fri, 8am-9pm  
• Repair Parts: Included, Next Day 10:30 AM LST  
• Uptime Commitment: 99% |
| | | | | | | $281 |
1. **Definitions.** As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; "Services" are Product support or professional services; and "Subscription" is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated Services. "Healthcare Digital Products" are: (i) Software identified in the Quotation as "Centricity", (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.

2. **Term and Termination.** Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate this Agreement. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. **Inventory.** GE Healthcare will complete an inventory of Products and provide an updated Product schedule ("Product Schedule"). Products must be in safe, normal operating condition and comply with original equipment manufacturer ("OEM") specifications in order to be added to the Product Schedule, and GE Healthcare is not liable or responsible for any preexisting defect, malfunction or necessary repairs.

4. **Product Removal.** Product sold (excluding an assignment of this Agreement) or scrapped by Customer may be removed from this Agreement with 60 days' prior written notice to GE Healthcare, and fees will be adjusted on the later of the end of the notice period or the date the Product is sold or scrapped. Customer has no right to remove a Product at its convenience.

5. **Warranty.** GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Service as long as Customer provides prompt written notice to GE Healthcare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. DOCUMENTATION IS PROVIDED "AS IS".

6. **Loaner Units.** GE Healthcare may provide a loaner unit during extended periods of Service. If a loaner unit is provided: (i) it is for Customer's temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare’s instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.

7. **License Registration.** Online registration as a licensee may be required for receipt of Software and Documentation.

8. **Customer Responsibilities.** Customer must: (i) maintain power quality, grounding temperature, humidity and repairs due to power anomalies, all as necessary for Products to operate within OEM specifications; (ii) ensure labeling complies with regulations; (iii) provide Third Party Product warranty and operating and maintenance manuals, maintenance and service requirements (e.g., software, tools, phantoms), or pay GE Healthcare for acquiring these materials; (iv) repair accessories unless the item is identified on the Product Schedule; (v) replace accessories, supplies and consumables; (vi) dispose of accessories, supplies and consumables unless GE Healthcare is legally required to take the item back; (vii) update Third Party Product; (viii) maintain licenses, permits and other approvals required to receive or use radioactive sources and provide the sources needed for calibration and performance checks; (ix) provide access to Products during Service coverage hours; and (x) if required by GE Healthcare, sign an agency authorization letter to provide Services. Service for Products not maintained to OEM specifications may result in additional charges. Customer cannot stockpile replacement parts.

9. **End of Support.** If GE Healthcare determines that: (i) a Product or component thereof has been declared end of life/support by the OEM; (ii) its ability to Service or maintain a Product or component thereof is hindered due to the unavailability of parts or trained personnel; or (iii) it can no longer Service or maintain the Product in a safe or effective manner, then GE Healthcare may, upon notice: (a) remove the item from this Agreement and adjust fees without otherwise affecting this Agreement, or (b) move the item to "end of service life" coverage.

10. **Return for Repair.** Prior to shipping Product to GE Healthcare for repair, Customer will back up and remove data stored on the Product. Customer is responsible for damage during shipment to GE Healthcare. GE Healthcare may remove data stored on the Product prior to sending it back to Customer and will provide standard shipping.

11. **Exclusions.** Unless identified on the Product Schedule, this Agreement does not cover: (i) tubes, detectors, probes, chillers, crystals, batteries, accessories, consumables, user-replaceable items, supplies, cosmetic upgrades or parts used to correct/enhance Product appearance; (ii) a defect, deficiency or repairs due to improper storage or handling, failure to maintain Product according to OEM instructions/specifications, inadequate backup or virus protection, cyber-attacks, or any cause external to the Product or beyond GE Healthcare's control; (iii) payment/reimbursement of facility costs arising from repair/replacement of Product; (iv) adjustment, alignment, calibration, or planned maintenance; (v) Third Party Product that was not commercially available from the OEM on the date the item was...
installed; (vi) OEM warranty service or recalls; (vii) Product upgrades, certification surveys and relocations; (viii) consultation, training or assistance with use, development, or modification of items/materials (e.g., software and protocols); (ix) installation and reusing existing facilities for testing, training and other purposes; (x) MR-related defect from failure of a Customer water chiller system or service to water chiller system; (xi) Healthcare Digital Products; and (xii) non-GE Healthcare network/antenna installations/troubleshooting.

12. **Existing Service Arrangements.** This Agreement does not apply to Products covered by arrangements/warranties from other vendors until the end or termination of those arrangements/warranties. If Products covered by another arrangement/warranty are added to this Agreement, they will be added on the day following the end or termination of the other arrangement/warranty.

13. **Hourly Billed Services.** Services not covered by this Agreement are hourly-billed services and may have a 2-hour minimum charge.

14. **Inflation.** After the first year of this Agreement, but no more than annually and with 60 days’ prior notice provided in the same manner as Customer’s invoices, GE Healthcare may increase fees by an amount no more than the prior 12-month increase in the U.S. Bureau of Labor Statistics (“BLS”) Employment Cost Index for “Service-providing industries: Natural resources, construction, and maintenance (not seasonally adjusted, total compensation)” or any replacement index as determined by BLS, capped at 5% annually.

15. **Product Specific Service Terms.**

15.1. **Tube Support (Excluding C-Arms).** If tube support/coverage is identified on the Product Schedule, GE Healthcare will provide tubes, on an exchange basis, to replace failed tubes. Customer will: (i) maintain a Product maintenance and repair program, including tube warm-up, in accordance with GE Healthcare planned maintenance and repair requirements; (ii) repair the Product with repair parts that meet OEM specifications; and (iii) protect Product configuration against alteration except as authorized by GE Healthcare. Product must have an operational tube on the Agreement Start Date (as defined in the Quotation). No credit will be provided to Customer for the tube.

15.2. **Magnetic Resonance (“MR”).**

15.2.1. **Magnet Maintenance.**

15.2.1.1. If magnet maintenance for MR systems with LHe/Ln and shield cooler-configured magnets and condenser-configured magnets (K4 technology) is identified on the Product Schedule, GE Healthcare will: (i) adjust, repair, or replace covered components (i.e., MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils); (ii) monitor cryogen levels within the magnet cryostat, based on Customer cryostat meter readings; and (iii) perform magnetic field homogeneity adjustments to the extent required by magnet ramping or covered component adjustment, repair or replacement. Customer will ensure that the Product's cryo-cooler system and water chiller system used with the cryo-cooler system (including in vans or trailers in transit) are operational at all times and maintained, and immediately notify GE Healthcare if it is not.

15.2.1.2. If magnet maintenance for MR systems with permanent magnets is identified on the Product Schedule, GE Healthcare will perform magnetic field homogeneity adjustments to the extent required by a covered component adjustment, repair or replacement.

15.2.2. **Remote Magnet Monitoring for non-GE Healthcare Systems.** If remote magnet monitoring for non-GE Healthcare systems is identified on the Product Schedule, GE Healthcare will: (i) remotely monitor operating parameters of the MR magnet refrigeration system; (ii) oversee installation of remote monitoring hardware; and (iii) maintain the hardware. Customer will provide power, access and remote connectivity as needed for remote magnet monitoring.

15.2.3. **Cryogen Coverage.** If cryogen coverage for GE Healthcare MR systems is identified on the Product Schedule, GE Healthcare will provide: (i) monitoring of cryogen levels; and (ii) cryogen delivery and transfill service Monday-Friday, between 9pm-6am local time (excluding GE Healthcare holidays), to replenish cryogen losses resulting from (a) the normal operation of the Equipment in accordance with Specifications, or (b) GE Healthcare’s failure to maintain the Equipment in accordance with Specifications. Notwithstanding the foregoing, if Customer’s failure to maintain or use the Equipment in accordance with Specifications results in cryogen loss, Customer will be billed for cryogen delivery and transfill service at GE Healthcare’s then-current rates. GE Healthcare is not liable for cryogen loss or transfer efficiency during transfer to the cryostat. Customer will inform GE Healthcare of its authorized cryogen representative who will provide GE Healthcare accurate cryostat meter readings and receive notifications relative to cryogen quantity and delivery schedules (for LHe/Ln and shield cooler configured magnets only); and provide a delivery dock and storage facility.

15.2.4. **Cryogen Cost Increases.** If GE Healthcare’s cryogen cost increases by more than 12%, as measured against its cost as of the Agreement Start Date (as defined in the Quotation) or its cost on the date of the most recent adjustment, GE Healthcare may increase Service fees in an amount equal to such cost increase.

15.3. **Cyclotron.** GE Healthcare will work in accordance with its health and safety rules and applicable radiation and radioactive materials safety laws and regulations, whichever is more stringent, including assessment and management of radiation dose in accordance with the As Low As Reasonably Achievable (“ALARA”) standard. Customer will follow all ALARA guidelines to maintain and control the radiation exposures as far below the dose limits as possible. Customer will: (i) if requested by GE Healthcare, remove targets prior to Service; (ii) place targets in an appropriately shielded area/container during Service; (iii) replace targets following Service; (iv) provide at least 24 hours of Product downtime prior to planned maintenance; (v) provide GE Healthcare with Customer’s emergency and site-specific safety procedures; (vi) ensure that a Customer representative is available in the work area during Service; (vii) confirm that GE Healthcare personnel and their tools and accessories are free from contamination prior to leaving Customer’s facility; and (viii) store and dispose of waste generated by Service in compliance with applicable laws and regulations. GE Healthcare reserves the right not to enter areas with dose rates in excess of 2 mSv/hour. Other radiation exposure limits may apply to Service, including daily or personal cumulative dose limits, and local requirements, which could prevent Service of the cyclotron until radiation levels are reduced.

16. **General Terms.**

16.1. **Confidentiality.** Each party will treat this Agreement and the other party’s proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.
16.2. **Governing Law.** The law of the state where the Product is installed, the Service is provided, or the Subscription is accessed will govern this Agreement.

16.3. **Force Majeure.** Performance time for non-monetary obligations will be reasonably extended for delays beyond a party’s control.

16.4. **Assignment; Use of Subcontractors.** Rights and obligations under this Agreement cannot be assigned without the other party’s prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party’s applicable business, Product line, or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

16.5. **Waiver; Survival.** If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party’s right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive will survive the Agreement’s expiration or termination.

16.6. **Intellectual Property.** GE Healthcare owns all rights to the intellectual property in GE Healthcare’s Products, Services, Documentation, Specifications, and statements of work related to a Quotation or otherwise. Customer may provide GE Healthcare with feedback related to Products, Services, and related Documentation, and GE Healthcare may use it in an unrestricted manner.

17. **Compliance.**

17.1. **Generally.** Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare’s ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 100.1952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer’s cost reporting obligations. GE Healthcare will provide safety-related updates for Equipment and Software required by applicable laws and regulations at no additional charge.

17.2. **Security.** GE Healthcare is not responsible for: (i) securing Customer’s network; (ii) preventing unauthorized access to Customer’s network or the Product; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; (vi) third party operating systems, unless specifically provided in the Quotation; or (vii) providing or validating antivirus or related IT safeguards unless sold to Customer by GE Healthcare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCTS REGARDLESS OF A PARTY'S COMPLIANT SECURITY MEASURES.

17.3. **Environmental Health and Safety (“EHS”).** GE Healthcare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE Healthcare’s EHS requirements; (ii) provide a safe environment for GE Healthcare personnel; (iii) tell GE Healthcare about chemicals or hazardous materials that might come in contact with Products or GE Healthcare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.

17.4. **Parts and Tubes.** GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-validated parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

17.5. **Training.** GE Healthcare’s training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation; or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months of: (a) the date of Product delivery for a Product purchase; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE Healthcare’s fault, training expires without refund.

17.6. **Medical Diagnosis and Treatment.** All clinical and medical treatment, diagnostic and/or billing decisions are Customer’s responsibility.

17.7. **Connectivity.** If a Product has remote access capability: (i) Customer will provide GE Healthcare with, and maintain, a GE Healthcare-validated remote access connection to service the Product; or (ii) GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare’s then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

17.8. **Use of Data.**

17.8.1. **Protected Health Information.** If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) (“PHI”), GE Healthcare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE Healthcare, Customer must ensure that all PHI stored in it is deleted.

17.8.2. **Data Rights.** GE Healthcare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE Healthcare will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE Healthcare without Customer’s consent.

17.9. **Customer Policies.** GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare’s ability to perform its obligations.

17.10. **Insurance.** GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.
17.11. **Excluded Provider.** To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

18. **Disputes and Arbitration.**

18.1. **Binding Arbitration.** Other than collection matters and actions seeking injunctive relief to prevent or cease a violation of intellectual property rights related to Products or Services, the parties agree to submit all disputes arising under or relating to this Agreement to the American Arbitration Association ("AAA") office closest to the largest metropolitan area of the location where the Product is installed or the Service is provided for binding arbitration conducted in accordance with AAA’s then-current Commercial Arbitration Rules. Costs, including arbitrator fees and expenses, will be shared equally, and each party will bear its own attorneys’ fees. The arbitrator will have authority to award damages only to the extent available under this Agreement. Nothing in this Section shall allow either party to arbitrate claims of any third-party not a party to this Agreement. The parties further agree to keep confidential: (i) the fact that any arbitration occurred; (ii) the results of any arbitration; (iii) all materials used, or created for use, in the arbitration; and (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain.

19. **Liability and Indemnity.**

19.1. **Limitation of Liability.** GE HEALTHCARE’S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE’S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

19.2. **Exclusion of Damages.** NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

19.3. **IP Indemnification.** GE Healthcare will indemnify, defend and hold Customer harmless from third-party claims for infringement of United States intellectual property rights arising from Customer’s use of the Equipment or Software in accordance with the Specifications, Documentation and license.

19.4. **General Indemnification.**

19.4.1. GE Healthcare will indemnify, defend and hold Customer harmless for losses which Customer becomes legally obligated to pay arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE Healthcare’s: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

19.4.2. Customer will indemnify, defend and hold GE Healthcare harmless for losses which GE Healthcare becomes legally obligated to pay arising from third party claims brought against GE Healthcare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer’s: (i) medical diagnosis or treatment decisions; (ii) misuse or negligent use of the Product; (iii) modification of the Product; or (iv) material breach of this Agreement.

19.5. **Indemnification Procedure.** For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification; (ii) the indemnifying party will control the defense; (iii) the indemnified party may retain counsel at its own expense; and (iv) the indemnifying party is not responsible for any settlement without its written consent.

20. **Payment and Finance.**

20.1. **Late Payment.** Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer’s outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

20.2. **Taxes.** Prices do not include applicable taxes, which are Customer’s responsibility.

21. **Notices.** Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE Healthcare to General Counsel, 9900 W Innovation Dr., Wauwatosa, WI 53226.
Humboldt General Hospital
118 E Haskell St
Winnemucca, NV 89445-3247

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is this Quotation and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE Healthcare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the Quotation supersedes.

GE Healthcare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation Acceptance satisfactory to GE Healthcare ("Quotation Acceptance"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare’s prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement: Intalere VQ10400 - U/S
Terms of Delivery FOB Destination
Billing Terms 100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms NET 30
Sales and Use Tax Exemption Certificate on File
Logistics Surcharge % 1.75%
Total Amount with Logistics Surcharge $36,766.69
Logistics Surcharge Amount $632.35

IMPORTANT CUSTOMER ACTIONS:
Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

____ Cash
____ GE HFS Loan _______ GE HFS Lease
____ Other Financing Loan _______ Other Financing Lease Provide Finance Company Name _________________________

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

Humboldt General Hospital

Signature: ____________________________________________
Print Name: __________________________________________
Title: ________________________________________________
Date: ________________________________________________

GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC, a GE Healthcare business

Signature: Michael Moore
Print Name: __________________________________________
Title: Sales Specialist - POC Ultrasound Clinics & Hospitals
Date: March 22, 2021
### To Accept This Quotation

Please sign and return this quotation together with your Purchase Order to:

**Name:** Michael Moore  
**Email:** michael.moore@ge.com  
**Phone:**  
**Fax:**

### Payment Instructions

Please remit payment for invoices associated with this quotation to:

**GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC**  
P.O. Box 74008831  
Chicago, IL 60674-8831  
**FEIN:** 92-0192942

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### Humboldt General Hospital

**Bill To:** HUMBOLDT GENERAL HOSPITAL  
HUMBOLDT GENERAL HOSPITAL, EMS RESCUE, 118 E HASKELL ST, WINNEMUCCA, NV, 89445-3247

**Ship To:** HUMBOLDT GENERAL HOSPITAL  
HUMBOLDT GENERAL HOSPITAL, EMS RESCUE, 118 E HASKELL ST, WINNEMUCCA, NV, 89445-3247 HUMBOLDT

---

### To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate your form of payment.
- If you include a purchase order, please make sure it references the following information:
  - The correct Quote number and Version number above
  - The correct Remit To information as indicated in “Payment Instructions” above
  - Your correct SHIP TO and BILL TO site name and address
  - The correct Total Price as indicated above

Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms: Signature page on quote filled out with signature and P.O. number **** OR **** Verbiage on the purchase order must state one of the following:

(i) Per the terms of Quotation # _____; (ii) Per the terms of GPO #_________; (iii) Per the terms of MPA# _____; or (iv) Per the terms of SAA # _______.

Include applicable quote/agreement number with the reference on the purchase order. In addition, Source of Funds (choice of Cash/Third Party Load or GE HEF Lease Loan or Third Party Lease through _______), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare).
## Quote Summary

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<td>L4-20t-RS Probe</td>
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<td>Venue Fit Cart AC/DC</td>
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<td>Venue Fit Netgear WIFI Kit</td>
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<tr>
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<td>H45051PA</td>
<td>Venue power cord for USA and Canada</td>
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<td>Venue Fit Cart</td>
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## Quotation

**Venue Fit™** is a take anywhere ultrasound system that provides the latest technologies to help deliver a simple, fast and precise solution to the Point of Care ultrasound community. This portable system provides exceptional image quality using advanced cSound™ image technology. **Venue Fit’s** innovative design includes a cleanable and intuitive 14” full touchscreen interface with a “cords off the floor” and an optional rugged kickstand design that makes it well suited for Point of Care environments. **Venue Fit** comes with two active probe ports, and battery that provides at least one hour of scan time when fully charged. The **Venue Fit** comes with a VESA mounting plate that connects to the Venue Fit cart as well as any standard mounting device. The standard package includes the system with a battery, power cord, Wi-Fi kit, kickstand, AC adapter (for use off cart), one detachable multipurpose cup that can be used for a gel bottle or barcode reader, two detachable probe holders and one custom insert to keep probes elevated or to be used for smaller probes. **Venue Fit** offers ophthalmic imaging, Real-Time documentation diagrams for Lung, eFAST, and Renal as well as Venue View and Follow Up tools. The **Venue Fit Transducer guide and Datasheet** includes more information about the supported clinical applications, scan modes, workflow, and probes. All user manuals, in all available languages, are supplied in electronic form.

This package includes a five-year standard warranty, and up to two days of On-site Applications Training. Training must be completed within six (6) months after Product delivery, otherwise GE Healthcare obligation to provide the training will expire without refund. **Venue Fit’s** 5-year warranty covers defective parts, components, and probes purchased with the system and includes: (i) repair at GE Healthcare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time (subject to availability), (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. *DICOM is the registered trademark of the National Electrical Manufacturers Association for its standard publications relating to digital communications of medical information.*

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March 22, 2021
Quote Number: 2007132940.3
Customer ID: 1-23NRH3
Agreement Expiration Date: 6/20/2021

GE Healthcare Confidential and Proprietary

Net Price
$39.60

Line | Qty. | Catalog  | Description
--- | --- | --- | ---
5   | 1.00 | H45303VFAC | Venue Fit Cart AC/DC

Net Price
$264.00

Line | Qty. | Catalog  | Description
--- | --- | --- | ---
6   | 1.00 | H45303WFC | Venue Fit Netgear WIFI Kit

Net Price
$297.00

Line | Qty. | Catalog  | Description
--- | --- | --- | ---
7   | 1.00 | H45051PA | Venue power cord for USA and Canada

Net Price
$45.54

Additional USA / Canada power cord for Venue. Power cord included standard with Venue console configuration.

Line | Qty. | Catalog  | Description
--- | --- | --- | ---
8   | 1.00 | H8041VB | Venue Fit Cart

Net Price
$1,749.00

Quickly turn your compact Venue Fit into a fully functional console-based product with the advanced Venue Fit cart. The Venue Fit cart connects via a quick-release connection to a VESA mounting plate on the system, which allows for tilt adjustment. The cart handle makes transportation easy and is used to connect a front probe holder as well as additional accessories. The cart height is adjustable with a foot paddle. The cart comes with two removable storage bins - a small one that is connected to the handle and a large storage basket that can be attached both to the front or the back of the system. Wall power is supplied by a covered backpack design that protects the included AC adaptor and cords. Venue Fit Cart base offers a design that can fit into the confined spaces found in the Point of Care environments with easy on/off braking functionality on each of the 5-inch casters. The cart package includes cart, small and large storage bins, AC adaptor, small probe holder, and a small probe insert.

Total Quote Subtotal: $36,134.34

Total Quote Net Selling Price: $36,134.34
Logistics Surcharge % 1.75%
Logistics Surcharge Amount $632.35
Total Amount with Logistics Surcharge $36,766.69
If applicable, for more information on this devices' operating system, please visit GE Healthcare's product security portal at: https://securityupdate.gehealthcare.com/en/products
GPO Agreement Reference Information

Customer: Humboldt General Hospital
Contract Number: Intalere VQ10400 - U/S
Billing Terms: 100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms: NET 30
Shipping Terms: FOB DESTINATION

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and Intalere VQ10400 - U/S

If applicable, for more information on this devices' operating system, please visit GE Healthcare's product security portal at: https://securityupdate.gehealthcare.com/en/products
ADDENDUM TO QUOTATION

This Addendum to Quotation(s) ("Addendum"), effective as of last signature date indicated in the signature area of this Addendum ("Effective Date") is entered into by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified on the GE Healthcare quotation(s) which are listed in Exhibit A attached hereto and incorporated herein by reference (each, a "Quotation" and, collectively, the "Quotations").

WHEREAS, GE Healthcare has provided Customer with the Quotation(s) concerning GE Healthcare's desire to sell to Customer, and Customer's agreement to purchase from GE Healthcare, certain GE Healthcare products and/or services listed on each Quotation in accordance with the terms and conditions set forth on each Quotation (each, an "Agreement" and collectively, the "Agreements"); and

WHEREAS, the parties now desire to amend and/or supplement the Agreement(s) in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the representations and mutual undertakings hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the foregoing and as follows:

- As a matter of administrative convenience, the parties agree to the Terms and Conditions of Quotations listed in Exhibit A by signature of this Addendum.
- Customer's form of payment is as follows:

<table>
<thead>
<tr>
<th>Initial to indicate form of payment:</th>
<th>(If potential for a lease exists, GE HFS or otherwise, select lease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____ Cash* _____ Lease _____ HFS Loan</td>
<td>If leasing please provide name of finance company below:</td>
</tr>
</tbody>
</table>

*Selecting cash declines option for GE HFS financing

*Cash is the default option if this addendum is signed and the form of payment is not indicated above.

- Initial to indicate tax status for Service* (if applicable):

<table>
<thead>
<tr>
<th>Initial to indicate tax status for Service* (if applicable):</th>
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<tbody>
<tr>
<td>_____ Exempt from Sales and Use Tax (NOTE: GEHC must have a Current Tax Exemption Certificate)</td>
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<tr>
<td>_____ Subject to Sales and Use Tax**</td>
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*Equipment tax status as set forth on the Equipment Quotation
**Subject to Sales and Use Tax is the default option if this addendum is signed and the tax status is not indicated above.

- Enter PO Information (if applicable):

<table>
<thead>
<tr>
<th>Enter PO Information (if applicable):</th>
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<tbody>
<tr>
<td>PO # for Equipment:____________________</td>
</tr>
<tr>
<td>PO # for Service*:____________________</td>
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*Denote "same" if only 1 PO is needed for both Equipment and Service
**Entire Agreement.** In the event of any conflict between the terms and conditions of this Addendum on the one hand, and each Agreement on the other hand, the terms and conditions of this Addendum shall govern and control. Except as otherwise expressly provided in the Addendum, the parties agree that all provisions of each Agreement are hereby ratified and agreed to be in full force and effect and are incorporated herein by reference. This Addendum and each Agreement contain the entire agreement among the parties related to the subject matter herein and all prior proposals, discussions and writings by and among the parties and relating to the subject matter herein are superseded hereby and thereby.

In WITNESS WHEREOF, Customer and GE Healthcare have caused this Addendum to be executed by their duly authorized representatives as of the Effective Date.

<table>
<thead>
<tr>
<th>Humboldt General Hospital</th>
<th>GE Healthcare</th>
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<tbody>
<tr>
<td>Signature:</td>
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<tr>
<td>2007132940.3</td>
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