# **HUMBOLDT GENERAL HOSPITAL**

# **DISTRICT BOARD OF TRUSTEES**

# **REGULAR BOARD MEETING**

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

**SARAH WINNEMUCCA CONFERENCE ROOM** 

### HUMBOLDT GENERAL HOSPITAL

118 EAST HASKELL STREET WINNEMUCCA, NEVADA 89445

Alicia Cramer - Chairman Michelle Miller - Secretary JoAnn Casalez - Member Gene Hunt - Member Lewis Trout - Member Ken Tipton - Member-Humboldt County Commissioner

#### 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

- ending December 2021 / termination of existing services agreement with R1 RCM Inc. / CEO-Administration
- **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 <a href="http://www.hghospital.org/">http://www.hghospital.org/</a> and at <a href="https://notice.nv.gov/">https://notice.nv.gov/</a>.

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 <a href="https://global.gotomeeting.com/join/368086437">https://global.gotomeeting.com/join/368086437</a> 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 <a href="http://www.hghospital.org/">http://www.hghospital.org/</a> and are available to the general public at the same time the materials are provided to the Board of Trustees.

<u>Notice</u>: 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.

<u>Notice</u>: 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.



#### **HUMBOLDT GENERAL HOSPITAL**

118 E. Haskell Street ■ Winnemucca, Nevada 89445 ■ Fax 775.623.5904

Phone 775.623.5222

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

• Lee Church, MD

Reappointment:

None

Active-Family Medicine Active-Hospitalist/Family Medicine

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

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							Humboldt General Hospital							
							Statement of Profit and (Loss)							
<del>lumboldt</del>	General Hospital			Γ	1		For the Period Ending April 30, 2021				1			
FV	20 MONTH		MONTH	L ADD	RIL FY2021				FISCAL YEAR	2 2024	TODATE		FY 2020 YTD	
F1.	20 MONTH		MONTH	JF APK	IL F12021				FISCAL TEAR	2021	IODAIE		F1 2020 11D	
Р	RIOR YR		BUDGET		ACTUAL				ACTUAL		BUDGET		PRIOR YR	
\$	2,691,882		\$ 3,526,593		\$ 2,972,820		INPATIENT REVENUE		\$ 26,892,881		\$ 35,736,139		\$ 28,525,820	
Ψ	4,856,010		4,155,002		4,728,793		OUTPATIENT REVENUE		52,492,201		42,104,023		47,525,346	
	155,724		570,248		253,046		LTC		4,543,375		5,781,402		4,831,008	
	272,381		621,462		757,212		CLINIC REVENUE		6,068,875		6,300,388		4,672,925	
	·		·											
	7,975,997		8,873,305		8,711,871		TOTAL PATIENT SERVICE REVENUE		89,997,332		89,921,952		85,555,099	
							DEDUCTIONS FROM REVENUE							
	(2.224.575)	400/	(2.040.750)	440/	(2.420.504)	200/		200/	(22,002,447)	440/	(20,002,042)	4.40/	(27,400,220)	
	(3,324,575)		(3,640,758)				CONTRACTUAL ADJUSTMENTS	36%		41%			(37,490,328)	
	(756,342)	9%	(754,278)	9%	(793,856)	9%	BAD DEBT	11%	(10,120,801)	8%	(7,643,333)	10%	(8,800,907)	
	(4,080,917)		(4,395,036)		(4,223,360)		TOTAL DEDUCTIONS FROM REVENUE		(42,213,248)		(44,536,346)		(46,291,235)	
	( )		( ,,,		( , -,,				( , -, -,		( )===;		( -, - ,,	
	3,895,080		4,478,269		4,488,511		NET PATIENT SERVICE REVENUE		47,784,084		45,385,606		39,263,864	
					1, 100,011									
	55,687		36,369		(82,643)		OTHER OPERATING REVENUE		344,195		366,862		395,551	
									40.400.000		45 550 400			
	3,950,767		4,514,638		4,405,868		TOTAL OPERATING REVENUE		48,128,279		45,752,468		39,659,415	
							OPERATING EXPENSES							
	1,480,784		1,934,848		4,220,984		SALARIES		22,886,981		19,611,178		16,011,054	
	477,220		584,854		777,853		BENEFITS		5,421,020		5,929,543		5,294,128	
	80,680		7,665		217,952		CONTRACT LABOR		1,646,915		77,668		1,277,147	
	1,141,732		911,594		1,279,464		PURCHASED SERVICES		11,543,034		9,243,026		11,477,763	
	470,248		496,651		596,931		MEDICAL SUPPLIES		5,800,028		5,032,730		5,092,388	
	256,516		94,548		136,102		OTHER SUPPLIES & MINOR EQUIPMENT	г	1,873,769		958.096		1,171,652	
	180,098		120,459		142,350		REPAIRS AND MAINTENANCE		1,406,700		1,220,649		1,619,522	
	28,633		24,987		37,704		RENTS AND LEASES		354,322		253,207		281,218	
	22,289		52,910		52,821		INSURANCE		464,964		536.157		497.641	
	60,368		69,530		23,148		UTILITIES		605,678		704,926		697,228	
	528,863		473,345		526,315		DEPRECIATION		5,407,827		4,796,553		5,396,377	
	3,165		20,952		5,421		TRAVEL, MEALS & EDUCATION		119,648		212,321		201,579	
	424,881		123,443		155,433		OTHER EXPENSE		913.265		1,251,210		2,150,795	
			·						, , , , , , , , , , , , , , , , , , , ,					
	5,155,477		4,915,786		8,172,478		TOTAL OPERATING EXPENSES		58,444,151		49,827,264		51,168,492	
	(1,204,710)		(401,148)		(3,766,610)		NET OPERATING INCOME/(LOSS)		(10,315,872)		(4,074,796)		(11,509,077)	
	(1,204,710)		(401,140)		(3,700,010)		NET OF ERATING INCOME/(E033)		(10,313,612)		(4,074,730)		(11,303,077)	
							NON-OPERATING REVENUE/(EXPENSES	S)						
	59,928		24,658		4,074		INTEREST INCOME		101,423		249,863		247,779	
	96,035		416,294		339,204		TAXES		4,553,717		4,218,449		4,312,962	
	5,000		(2,055)		(7,115)		DONATIONS		(34,281)		(20,822)		-	
	906,262		-		697,078		CARES ACT PROVIDER RELIEF FUNDS		3,307,544		-		906,262	
	2,944		-		-		MISCELLANEOUS		8,463		-		(1,041)	
	1,070,169		438,897		1,033,241		NON-OPERATING REVENUE/(EXPENSES	S)	7,936,866		4,447,490		5,465,962	
	1,070,109		450,087		1,000,241		TOTAL OF ENATING REVENUE/(EXPENSES	<i>∽,</i>	1,330,000		7,747,750		3,403,302	
•	(404.544)		Ф 07.740		¢ (0.700.000)		NET INCOME//LOSS		¢ (0.070.000)		¢ 070.004		¢ (0.040.445)	
\$	(134,541)		\$ 37,749		\$ (2,733,369)		NET INCOME/(LOSS)		\$ (2,379,006)		\$ 372,694		\$ (6,043,115)	
\$	394,322		\$ 511,094		\$ (2,207,054)		EBIDA		\$ 3,028,821		\$ 5,169,247		\$ (646,738)	
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Humboldt General Hospital

		_					AL HOSPITAL		
				ST	<b>TATEMENTS</b>	OF NET P	OSITION		
					APRII	L 30, 2021			
ldt Ge	neral Ho	spital_							
		<b></b>							
							ACTUAL		AUDITED
							4/30/2021		6/30/2020
ASSETS:	$\perp$	L							
	CURRENT A								
	CASH AND (						\$ 28,689,340		\$ 31,701,634
	ACCOUNTS		.E, NET				18,159,531		14,907,453
	OTHER REC						1,199,203		1,230,829
	INVENTORY	/					2,160,395		2,073,317
	PREPAIDS	<b></b>					1,481,712		1,493,214
		ļ			L				
		ļ	TOTAL CURRE	NT ASSETS	<u>ذ</u>		51,690,181		51,406,447
		L							
	Y, PLANT AND		NT						
NET OF DE	EPRECIATION						54,355,987		58,277,583
		L							
	OUTFLOW C		CES						
PENSION I	DEFERRED OL	JTFLOWS					5,486,127		5,486,127
			TOTAL ASSET	S			\$ 111,532,295		\$ 115,170,157
		L							
LIABILITIE	S:								
	CURRENT LI	IABILITIES							
	ACCOUNTS	PAYABLE					\$ 3,350,484		\$ 2,889,207
	ACCRUED P.	AYROLL					1,674,679		2,110,306
	OTHER CUR	RENT LIAB	ILITIES				183,255		291,878
			TOTAL CURRE	NT LIABILI	TIES		5,208,418		5,291,391
LONG TER	RM LIABILITIES	S							
	NET PENSIC	ON LIABILIT	Y				27,978,114		27,978,114
DEFERRED	INFLOW OF	RESOURCE	S						
	PENSION DE	EFERRED IN	NFLOWS				2,478,091		2,478,091
	DEFERRED F	REVENUE- (	CARES ACT				589,937		2,711,391
	DEFERRED I	REVENUE- I	PENNINGTON F	OUNDATIO	ON		945,571		-
-			TOTAL DEFER	RED INFLO	W OF RESO	URCES	4,013,599		5,189,482
-									
			TOTAL LIABIL	ITIES		1	37,200,131		38,458,987
FUND BAL	LANCE:								, , , ,
	NET POSITION	ON					74,332,164		76,711,170
						1	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		., -,
	1		TOTAL LIABIL	ITIES, DEFE	RRED INFLO	ows			
							+ .	<b>I</b>	+ + + + + + + + + + + + + + + + + + + +
			OF RESOURCE	S AND NE	T POSITION	'	\$ 111,532,295		\$ 115,170,157
			OF RESOURCE	ES AND NE	T POSITION		\$ 111,532,295		\$ 115,170,157
			OF RESOURCE	ES AND NE	T POSITION		\$ 111,532,295		\$ 115,170,157

# HUMBOLDT GENERAL HOSPITAL PRESENTATION OF CASH ACCOUNTS

April 30, 2021-- FISCAL YEAR 2021

ACCOUNTS FOR:	G/L ACCT. #:	LOCATION HELD:	ACCOUNT.#:	BALANCES:
Cash Drawers	10010	Safe/Business Office/Clinics	Cash Drawers(12)	2,275
General Fund Checking	10000	Wells Fargo Bank	3828	7,438,290
Tax Account	10005	Wells Fargo Bank	925	16,583
Payroll Checking	10010	Wells Fargo Bank	3836	(825,971)
General Fund Investment	10020	Wells Fargo Bank	6671	589,938
Hanssen Scholarship Fund	10050	Wells Fargo Bank	7067	4,009
EMS Scholarship Fund	10055	Wells Fargo Bank	917	16,942
SNF Patient Trust	10035	Wells Fargo Bank	0021	40,966
SNF Memorial/Activity	10040	Wells Fargo Bank	9304	4,914
Investment Trust	10030	Wells Fargo Bank	6500	10,612,512
LGIP Savings	10025	NV State Treasurer	#xxxGHO	10,788,882

<b>HGH TOTALS:</b>	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 & SIG	N	ED	:
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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

Type	Dept# Department	Asset	Quarter	FY2022	FY2023	FY2024	FY2025
Equip	6000 Acute	Bariatric Beds					40,000
Equip	6000 Acute	Bladder scanner (ultrasonic)	Q3	8,000			
Equip	6000 Acute	Datascope	Q3	10,000	10,000	15,000	20,000
Equip	6000 Acute	Ice Machines			10,000	10,000	10,000
Equip	6000 Acute	ICU Beds			10,000	10,000	10,000
Equip	6000 Acute	Telemetry units	Q3	45,000	30,000	15,000	
Equip	6000 Acute	Wheelchair (Staxi)			10,000		10,000
Bldg	7500 Admin	Remodel Sonoma, part of lab remodel	Q2	900,000			
Bldg	6645 Cath Lab	Remodel	Q1	300,000			
Equip	6645 Cath Lab	Equipment	Q1	1,700,000			
Equip	6800 Ambulance	Cardiac Monitors					340,000
Equip	6800 Ambulance	CNC PlasmaCutter				25,000	
Equip	6800 Ambulance	iSimulate	Q3	10,000			
Bldg	6800 Ambulance	New EMS campus & Speciality Clinic	Q1	750,000	5,000,000	4,250,000	
Equip	6800 Ambulance	per sim	Q3	25,000			
Equip	6800 Ambulance	Rescue equipment			35,000		
Equip	6800 Ambulance	Rescue UTV				35,000	
Equip	6800 Ambulance	Sim manneq			18,000		
Equip	6800 Ambulance	Sort Trailer				15,000	
Equip	6800 Ambulance	Stat manneq			6,000		
Equip	6800 Ambulance	Ambulances	Q3	570,000	285,000	570,000	570,000
Equip	6800 Ambulance	EMS Fleet	Q3	120,000	120,000	120,000	60,000
Equip	6800 Ambulance	Stryker cot	Q3	50,000	25,000	25,000	25,000
Equip	6800 Ambulance	Zoll Ventilators	Q3	15,000			15,000

Equip	6320 Anesthesia	Anesthesia machine	Q2	54,000		54,000	
Equip	6320 Anesthesia	Terson TES ultrasound system	Q2	30,000			
Equip	6640 Cardiac Rehab	Scottcare system	Q3	11,000			
Equip	6640 Cardiac Rehab	Treadmill	Q3	6,500			
Equip	6640 Cardiac Rehab	Upper body ergometer x2	Q3	10,000			
Equip	6710 CT	CT VCT 128 Slice				1,000,000	
Equip	7475 Dietary	20 QT Hobart Mixer					
Equip	7475 Dietary	3 door reach-in freezer	Q1	7,000			
Equip	7475 Dietary	Café RX ref/fre	Q1	6,000			
Equip	7475 Dietary	Charbroiler	Q1	5,000			
Equip	7475 Dietary	Gas Ranges					14,000
Equip	7475 Dietary	Lowerator			9,000		
Equip	7475 Dietary	Pantry Flooring					20,000
Equip	7475 Dietary	POS Square Up	Q1	6,000			
Equip	7475 Dietary	Proof/Hold Cabinet	Q1	5,000			
Equip	7475 Dietary	Salad bar					
Equip	7475 Dietary	Steam Table 3 Wells	Q1	5,000			
Equip	7475 Dietary	Steam Table 5 Wells	Q1	8,000			
Equip	7475 Dietary	Steamer			17,000		
Equip	7475 Dietary	Walk-in freezer expansion			8,000		
Equip	6760 Echocardiogram	Aplio I700 TV transducer	Q3	15,000			
Equip	6760 Echocardiogram	Echo 1700					700,000
Equip	7100 Emergency Room	Airway Equipment (CMAC-S) (video laryngoscope)	Q4	11,000			
Equip	7100 Emergency Room	Bariatric Stryker Gurney				25,000	
Equip	7100 Emergency Room	Blanket Warmer	Q4	13,000	13,000		
Equip	7100 Emergency Room	Datascopes	Q4	12,000	12,000	12,000	12,000
Equip	7100 Emergency Room	Exam Lights			12,000		12,000
Equip	7100 Emergency Room	Glidescope (video laryngoscope)	Q4	17,000			
Equip	7100 Emergency Room	Hazmat Gurney	Q4	10,000			
Equip	7100 Emergency Room	Lucas or Zoll chest compression system	Q4	12,000	12,000		
Equip	7100 Emergency Room	Portable Ultrasound					
Equip	7100 Emergency Room	Stryker Gurney			17,000	17,000	17,000
Equip	7100 Emergency Room	Zoll defibrillator					
Equip	6770 Flouro	Large C-Arm	Q4	200,000			

Equip	6200 Harmony Manor	Blanket Warmer	Q1	5,000		5,000	
Bldg	6200 Harmony Manor	Convert Room 402 to Bariatric room	Q4	35,000			
Equip	7625 Housekeeping	Auto floor scrubber	Q1	7,000			
Equip	7625 Housekeeping	Rack shelving system	Q1	5,000			
Equip	7725 IT	New infrastructure & equipment	Q2	200,000			
Equip	6900 Laboratory	Abbott Hematology Analyzer	Q2	44,000			
Equip	6900 Laboratory	Abbott Hematology Analyzer	Q2	44,000			
Equip	6900 Laboratory	Advia Heme Analyzer	Q2	65,000			
Equip	6900 Laboratory	Advia Heme Analyzer	Q2	65,000			
Equip	6900 Laboratory	Biosafey Cabinet Hood					11,500
Equip	6900 Laboratory	Blood Bank Workstation				8,000	
Equip	6900 Laboratory	Laxco Compound Microscope	Q2	9,300			
Equip	6900 Laboratory	Microbiology Microscan	Q2	11,000			
Bldg	6900 Laboratory	Remodel, includes infusion center	Q2	2,100,000			
Equip	6900 Laboratory	Siemens Chemistry Analyzer	Q2	113,000			
Equip	6900 Laboratory	Siemens Chemistry Analyzer	Q2	113,000			
Equip	6900 Laboratory	Siemens Clinic Microscopy Analyzer			31,000		
Equip	7635 Laundry	60lb washer	Q1	20,000		20,000	
Equip	7635 Laundry	Dryer	Q1	15,000	15,000		15,000
Equip	7650 Maintenance	Acute water heaters	Q1	34,000			
Equip	7650 Maintenance	Asphalt crack sealer machine	Q4	7,000			
Equip	7650 Maintenance	Chiller 1 compressor	Q1	16,000			
Equip	7650 Maintenance	ER Dance hall doors	Q4	15,000			
Equip	7650 Maintenance	Boilers	Q1	512,000			
Equip	7650 Maintenance	Generator	Q4	1,200,000			
Bldg	7650 Maintenance	Kitchen makeup air unit replacement	Q3	40,000			
Equip	7650 Maintenance	Laundry Reznor air unit	Q3	36,000			
Equip	7650 Maintenance	Laundry water heater	Q1	10,000			
Equip	7650 Maintenance	Maintenance Truck	Q2	60,000			
Bldg	7650 Maintenance	Upgrade analog smoke det	Q3	68,000			
Bldg	7650 Maintenance	Upgrade fire sprinkler	Q3	50,000			
Equip	6750 Mammography	Cabinets	Q4	10,000			
Equip	7750 Materials	Forklift					
Equip	6720 MRI	MRI Machine	Q1	2,100,000			

Equip	6740 Nuclear Medicine	Nuclear Med Equipment			1,500,000		
Equip	6100 Obstetrics	Birthing Bed	Q4	34,000			38,000
Equip	6100 Obstetrics	Blanket Warmer				6,000	
Equip	6100 Obstetrics	Chair/Glider				6,500	
Equip	6100 Obstetrics	Datascopes	Q4	5,000			
Equip	6100 Obstetrics	Fetal Monitor	Q4	18,000			18,000
Equip	6100 Obstetrics	Hearing screen machine (audiometer)	Q4	30,000			
Equip	6100 Obstetrics	IV Pumps					
Equip	6100 Obstetrics	Postpartum Bed					
Equip	6100 Obstetrics	Radiant Warmer (Panda)			25,000		
Equip	6100 Obstetrics	Sleeper Sofa			7,000		7,000
Equip	6100 Obstetrics	Transcutaneous Bili Radar			8,000		
Equip	6100 Obstetrics	Wireless Fetal Monitor				15,000	
Bldg	6500 Pharmacy	Pharmacy Remodel	Q1	600,000			
Equip	6210 Quail Corner	Blanket Warmer			5,500		
Bldg	6210 Quail Corner	Refit room 510 to double occupancy			10,000		
Equip	6630 RT	PFT (Pulmonary function test equipment)	Q1	70,000			
Equip	6630 RT	Stress test	Q3	35,000			
Equip	6300 Surgery	Central Monitoring	Q1	45,000			
Equip	6300 Surgery	CO2 Insufflator	Q3	8,000			
Equip	6300 Surgery	Colonoscope			45,000		45,000
Equip	6300 Surgery	Datascopes	Q1	12,000		12,000	
Equip	6300 Surgery	EGD Scope	Q1	45,000		45,000	
Equip	6300 Surgery	Urology Equipment	Q1	175,000			
Equip	6300 Surgery	ENT equipment	Q1	10,000			
Equip	6300 Surgery	ENT Microscope	Q1	40,000			
Equip	6300 Surgery	Laparoscopic Scopes	Q1	15,000	15,000	15,000	15,000
Equip	6300 Surgery	Leg Holders (Yellow fin)			6,500		
Equip	6300 Surgery	Neptune	Q1	20,000			
Equip	6300 Surgery	OP. Lap camera with light source	Q1	30,000			30,000
Equip	6300 Surgery	Orthro - leg holder		10,000			
Equip	6300 Surgery	Scope Reprocessing machine			50,000		
Equip	6300 Surgery	Scope Storage Cabinet	Q1	15,000			
Equip	6300 Surgery	Transfer Gurney	Q1	10,000	10,000		

Equip	6730 Ultrasound General US exam table		Q3	9,000			
Equip	6730 Ultrasound	General US I500	Q3	500,000			
Equip	7450 Wellness	Recumbent Bike	Q3	6,000			
Equip	7450 Wellness	Stair Stepper	Q3	7,500			
Equip	6700 Xray	Interfaces for new equipment	Q3	25,000	25,000	25,000	25,000
Equip	6700 Xray	PACS/Cardio Upgrade Software	Q3	75,000	15,000	15,000	15,000
				13,805,300	7,427,000	6,370,500	2,094,500
				13,805,300	7,427,000	6,370,500	2,094,500
			Q1	13,805,300 6,603,000	7,427,000	6,370,500	2,094,500
			Q1 Q2		7,427,000	6,370,500	2,094,500
			·	6,603,000	7,427,000	6,370,500	2,094,500

Call Sign	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Mileage</u>	<u>Notes</u>
Service Truck	1995	Ford	F-350	47,165	Needs to be surplused
Delta 6	1996	Ford	E-350	77,344	Used for stand-bys, off road calls. Pulls UTV; Can be surplused after
					Command 3 and secure car 1 replaced.
Medic 21	1999	Ford	F-350	138,709	No longer operational. Multiple repairs, 4 CPU's replaced. Cost to repair exceeds value.
Medic 6	2001	Ford	F-350	219,633	Multiple repairs/tows.
Command 3	2006	Dodge	Charger	216,731	Surplused, waiting for sale
Secure Car 1	2006	Ford	Expedition	246,761	Used for psych transports/community paramedic. Multiple repairs.
EMS 31	2008	Chevy	Tahoe	161,352	Used for response in Paradise Valley
Service Truck	2008	GMC	2500	199,707	Used by Tom for side of the road repairs
CP 1	2009	Ford	Crown Vic	201,347	Community paramedic. Back up secure care. Not good for poor weather conditions.
Rescue 1	2010	Spartan	Rescue	56,979	
Medic 4	2015	Freightliner	Truck	400,921	Used for inter-facility transfers
Rescue 2	2016	SVI	Rescue	6,363	
Medic 3	2017	Dodge	5500	79,297	Currently in Reno (last 3 weeks). Transfer case replacement.
Command 2	2017	Ford	Explorer	36,551	
Command 1	2017	Dodge	3500	33,548	
Medic 2	2018	Dodge	5500	45,143	
Medic 1	2018	Dodge	5500	43,130	

#### Year to be replaced

#### **Next Replacement Year**

Does not need to be replaced. Does not need to be replaced.

2021 - Demo model	2025 - Custom Purchase
2021 - Demo model	2025 - Custom Purchase
2022 - Custom purchase	2028 - Custom purchase
2022 - Custom purchase	2028 - Custom purchase
2023 - Custom purchase	2029 - Custom purchase
2024 - Custom purchase	2030 - Custom purchase
2023 - Custom purchase	2029 - Custom purchase

2030 - Custom purchase

2022 - Custom purchase 2026 - Remount

2036 - Custom purchase

2023 - Custom purchase 2027 - Remount

2025 - Custom purchase2031 - Custom purchase2024 - Custom purchase2029 - Custom purchase

2024 - Custom purchase 2028 - Remount 2024 - Custom purchase 2028 - Remount

	7	Actual	Budget	YTD	Projected	Budget
		2020	2021	2021	2021	2022
INPATIENT REVENUE		32,146,281	42,906,880	18,428,005	31,590,865	41,937,260
OUTPATIENT REVENUE		54,106,270	50,552,529	35,895,548	61,535,226	78,594,423
LTC		6,062,846	6,941,631	3,588,405	6,151,551	6,384,333
CLINIC REVENUE		5,471,222	7,564,755	4,081,457	6,996,783	8,969,814
TOTAL PATIENT SERVICE REVENUE		97,786,618	107,965,795	61,993,415	106,274,426	135,885,829
CONTRACTUAL ADJUSTMENTS		(36,099,054)	(44,295,890)	(23,025,422)	(39,472,153)	(51,469,218)
BAD DEBT		10,234,494	9,177,093	7,234,039	12,401,209	9,497,657
DEDUCTIONS FROM REVENUE	_	(46,333,548)	(53,472,983)	(30,259,461)	(51,873,362)	(60,966,874)
NET PATIENT SERVICE REVENUE		51,453,071	54,492,812	31,733,954	54,401,064	74,918,955
340(B) REVENUE		-	-	-	-	-
OTHER REVENUE		-	-	-	-	-
RENTAL INCOME		103,275	160,000	41,750	71,571	71,571
MISCELLANEOUS REVENUES		354,864	280,395	227,034	389,201	440,201
GRANT INCOME		273,286	-	-	-	-
OTHER OPERATING REVENUE		731,425	440,395	268,784	460,772	511,772
TOTAL OPERATING REVENUE		52,184,496	54,933,207	32,002,738	54,861,836	75,430,727
SALARIES		19,787,516	23,546,446	14,695,756	25,192,725	27,914,127
BENEFITS		6,946,401	7,119,500	3,512,136	6,020,804	7,663,413
CONTRACT LABOR		1,525,321	93,253	930,159	1,594,558	1,841,790
SUPPLIES MEDICAL		5,483,225	6,042,588	4,349,466	7,456,228	10,722,054
PURCHASED SERVICES		12,961,318	11,097,960	8,526,329	14,616,563	12,426,868
SUPPLIES & SMALL EQUIPMENT		1,464,976	1,150,371	1,180,304	2,023,378	2,242,470
REPAIRS AND MAINTENANCE		2,056,477	1,465,584	964,852	1,654,032	1,544,127
RENTS AND LEASES		348,846	303,820	220,706	378,353	483,594
INSURANCE		626,516	643,737	345,096	591,593	747,904
UTILITIES		835,823	846,204	437,274	749,613	763,404
DEPRECIATION		6,539,368	5,759,022	3,865,749	6,626,998	6,244,913
TRAVEL, MEALS & EDUCATION		236,948	254,931	85,905	147,265	381,812

OTHER EXPENSE	1,707,103	1,502,014	592,672	1,016,008	1,623,627
OPERATING EXPENSES	60,519,838	59,825,432	39,706,402	68,068,118	74,600,103
NET OPERATING INCOME/(LOSS)	(8,335,342)	(4,892,225)	(7,703,664)	(13,206,282)	830,624
INTEREST INCOME	280,683	300,000	94,133	161,370	301,370
AD VALOREM TAXES	3,652,333	4,045,800	3,075,919	5,273,005	3,908,658
CONSOLIDATED TAXES	1,073,879	1,019,114	457,046	783,507	1,101,943
NET PROCEEDS OF MINES TAX	2,084,758	· · · · -	32,747	56,137	0
TAXES	6,810,969	5,064,914	3,565,712	6,112,649	5,010,601
DONATIONS	5,000	-	-	-	946,000
DONATIONS	338,333	25,000	18,014	30,881	125,000
DONATIONS	(333,333)	(25,000)	(18,014)	(30,881)	821,000
OTHER INCOME	0	-	8,463	14,507	0
CERNER CLEARING	(0)	-	(180,993)	(310,274)	-
SUBSIDIES	- '	-	-	-	<u>-</u>
CARES ACT 93.498	2,695,014	-	2,539,539	4,353,495	0
NRHP C-SHIP FUNDS	· · · · · · · · · · · · · · · · · · ·	-	70,928	121,591	(0)
SUBSIDIES	2,695,014	-	2,610,467	4,475,086	(0)
NON-OPERATING REVENUE/ (EXPENSE)	9,453,334	5,339,914	6,441,753	11,043,005	6,132,971
NET INCOME/(LOSS)	1,117,991	447,689	(1,261,911)	(2,163,277)	6,963,595



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SALT LAKE CITY

2505 East Parleys Way Salt Lake City, Utah 84109 T 801.924.5000

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

AN FMPI OYFF-OWNED COMPANY
Page 1 of 3

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 Schreihofer, 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** 

AN FMPI OYFF-OWNED COMPANY
Page 2 of 3

#### 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:

Task	Base Fee Fee Type		Election to include Option (Sign next to each selected)	
Task 1 - Master Plan	\$78,200	Hourly not to exceed	N/A	
Task 2 - Life Safety Assessment	\$22,180	Hourly not to exceed	N/A	
Task 3 - PAR for EMS & Oncology	\$72,230	Hourly not to exceed	N/A	
Task 1-3 Reimbursable Expenses	\$17,599 Reimbursable Budget		N/A	
Project Totals	\$190,209			
Optional: Task 4a - Surveying	\$50,700	Fixed Fee		
Optional: Task 4b - Additional Topo	\$5,500	Fixed Fee		
Task 4 Reimbursable Expenses	\$4,400	Reimbursable Budget	Included if elected	
Option Totals \$55,100-60,600				

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 Schreihofer Principal Medical Planner Architectural Nexus

AN EMPLOYEE-OWNED COMPANY Page 3 of 3

#### **Project Summary**

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ARCH | NEXUS

May 14, 2021

#### Codes:

2018 FGI

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

#### **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.

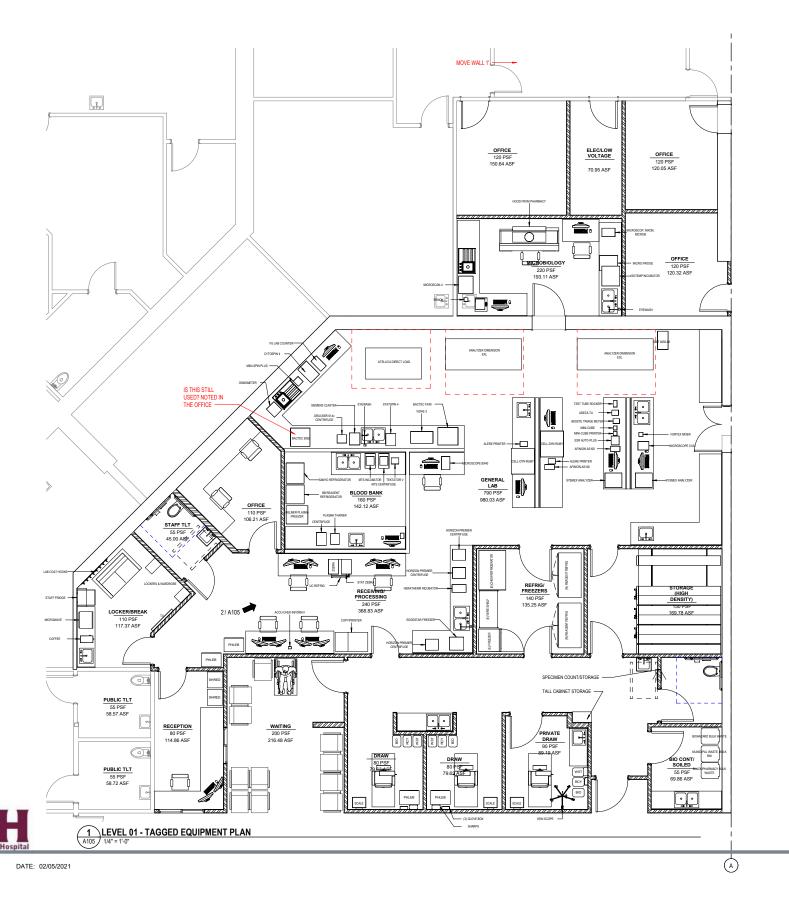
Upon completion and sign-off of the Lab from the state, the existing lab area will be renovated to support outpatient oncology and infusion. This space will support up to six patients in private and semi-private rooms and bays with the required staff and patient support areas, any remaining space will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

AN FMPI OYFF-OWNED COMPANY Page 1 of 1

# **EQUIPMENT PLAN**



#### GENERAL NOTE - EQUIPMENT PLAN

- A. SEE INTERIOR ELEVATIONS A250 SERIES FOR ADDITIONAL EQUIPMENT LOCATIONS.
- B. VERIFY ROUGH-IN REQUIREMENTS FOR OWNER SUPPLIED EQUIPMENT, NOTIFY ARCHITECT IN CASE OF DISCREPANCY.
- C. PROVIDE ROBE HOOKS, EQ NO. 1-HOKRBE, BEHIND ALL EXAM, OFFICE, TOILET AND STAFF LOUNGE DOORS AS SHOWN ON G001. AT LEAST ONE HOOK IN ADA EXAM ROOMS, STAFF LOUNGES AND TOILETS TO BE MOUNTED AT ADA HEIGHT.
- D. ALL EQUIPMENT NOTED 'TBD' IF FOLLOWED BY A MANUFACTURER/MODEL IN PARENTHESIS IS AN ASSUMPTION FOR BASIS OF DESIGN AT THIS SCHEMATIC LEVEL.



2 3D VIEW FROM RECEIVING TO LAB

20067: LAB RENOVATION

Figure 1.2: Alta Survey

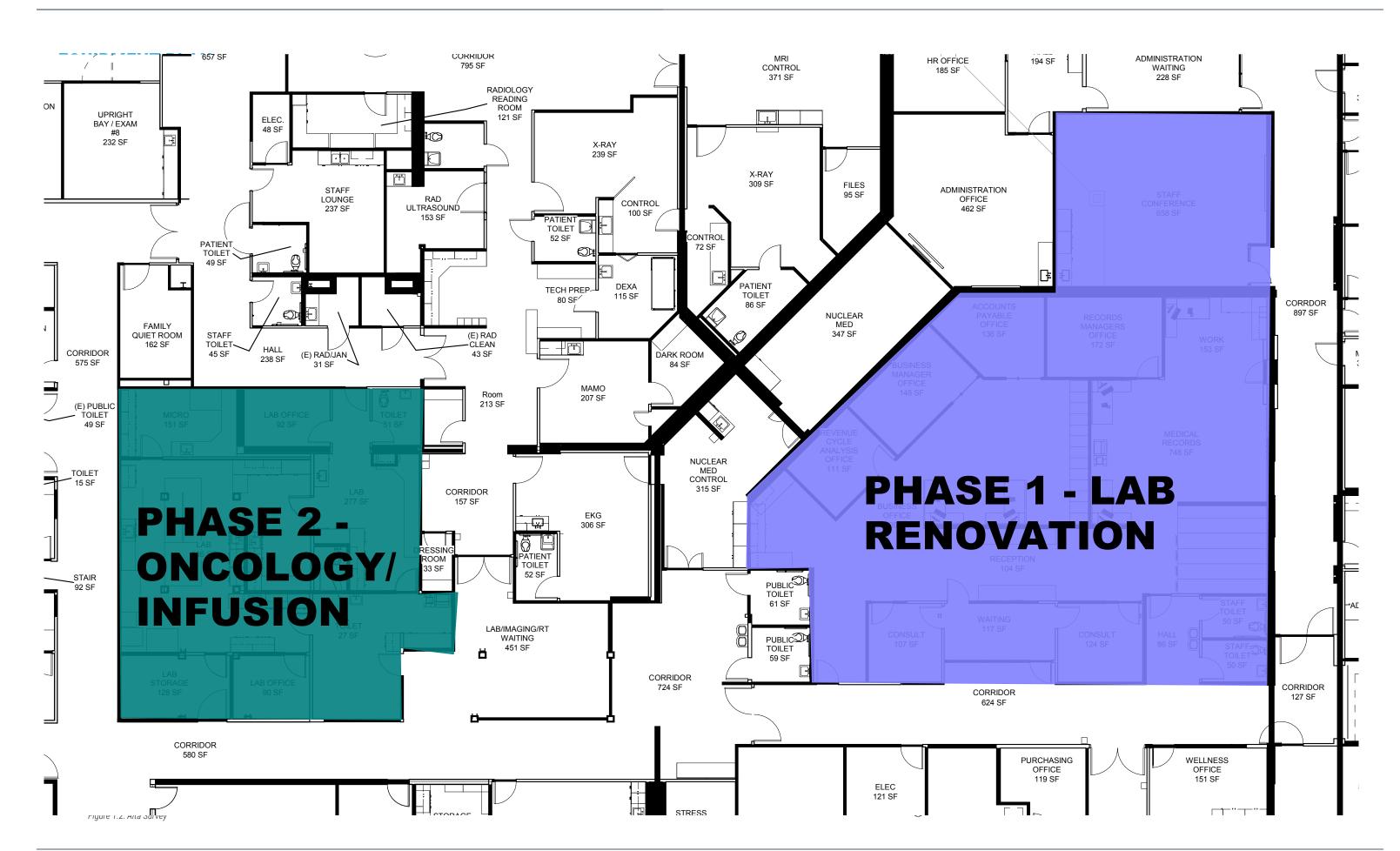
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EQUIPMENT PLAN SCALE: 1/4" = 1'-0"

# **Humboldt General Hospital**

Lab Renovation May 13, 2021

Infusion		Fvic	ting?	Remodel				
		Existing?					ARCH   NEXUS	
Code	Description	Qty	Total	Qty	NSF	Total	Comments	
Patient Sup	port						Repurpose Imaging/Lab to be	
							Imaging/Infusion? Expand or	
	Waiting	2	197		20	_	renovate?	
	Toilet	2	118		60	-	Existing next to Waiting	
		_					New reception for waiting or utilize	
	Reception			1	100	100	lab FTE?	
	Sub-total Patient Support:		315			-		
General								
<b>G</b> CC.u.	Bay			0	70	-	70 SF min clear floor	
	Cubicle			4	80	320	80 SF min clear floor	
	Room			1	100	100	100 SF min clear floor	
	All Room			1	100	100	not required; determined by ICRA	
	Patient toilet			1	60	60	at least (1) in infusion area	
							where provided locate in treatment	
	Patient storage			6	10	60	area	
	Sub-total General:		-			580		
Treatment S	Support							
							out of traffic and visual of all	
	Provider Work Area			3	60	180	patient care stations	
	Meds			1	80	80		
							drinking water provided separate	
	Nourish			1	80	80	from hand-washing station	
	Clean workroom or supply			1	100	100	Danasana ana manakaha 5)/6	
	Soiled workroom or hold			1	80	80	Repurpose room next the EVS	
	Equip/supply storage			1	100	100		
	Wheelchair/gurney storage EVS			1	40	40 50	provided in the unit	
	EVS			1	50	50	provided in the unit	
	Sub-total Treatment Support:		-			710		
Staff Suppo	rt							
• •	Staff lounge	1	238			-	readily accessible	
	Staff toilet	2	47	1	60	60		
	Sub-total Staff Support:		285			60		
	Tot	al Net S	F 682	$\vdash$		1,350		
	Departmental Gross Multiplie					1.35		
	•	Gross S				1,823		



#### **Project Summary**

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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:**

- Air balance issues in Hood and Ante rooms:
  - a. Test and balance report needed from Owner for evaluation.
    - 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.

AN EMPLOYEE-OWNED COMPANY
Page 1 of 2

- 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.

DOOR STAYS OPEN

(09:PR1)

PHARMACY

\_\_\_(02:EW1)

STORAGE

1 PHASE 2 - PHARMACY FLOOR PLAN

(09:PR1)

STAINLESS STEEL COUNTERTOP

TYPICAL FOR ALL USP AREAS,

REFINISH WALLS / CEILINGS IN

REPLACE EXISTING DOOR WITH A

WOOD DOOR WITH 45 MIN RATING.

REMOVE WINDOW OR REPLACE

WITH APPROPRIATE RATED WINDOW FOR 1-HOUR FIRE WALL.

COMPLIANCE WITH USP

REQUIREMENTS

REMOVE DOOR AND

REMOVE WALL, DOOR AND

TOILET COMPLETE

WALL AS SHOWN

**HANDWASH** 

PROCIDE CARD READER

ACCESS FOR PHARMACY STAFF

ONLY AND SECURITY CAMERA

106

3 PHASE 1 - TEMP PHARMACY FLOOR PLAN

# **GENERAL NOTE -DEMOLITION PLAN**

- A. PROTECT WALLS, CEILINGS, FLOORS AND OTHER EXISTING FINISH WORK THAT ARE TO REMAIN OR THAT ARE EXPOSED DURING SELECTIVE
- DEMOLITION OPERATIONS B. PATCH AND REPAIR DAMAGE IN WALLS, CEILINGS, AND FLOORS RESULTING FROM DEMOLITION OF EXISTING ITEMS OR CONSTRUCTION OF NEW ITEMS AND/OR REPLACE WITH NEW TO MATCH EXISTING. CLEAN AND PREPARE TO RECEIVE
- NEW FINISH. C. PROTECT ADJACENT AREAS FROM DUST AND DEBRIS DURING SELECTIVE DEMOLITION OPERATIONS.
- D. TRANSPORT DEMOLISHED MATERIALS OFF OWNER'S PROPERTY AND LEGALLY DISPOSE OF
- E. FIELD VERIFY EXISTING CONDITIONS AND THEIR COMPATIBILITY WITH NEW CONSTRUCTION PRIOR TO THE COMMENCEMENT OF WORK. COORDINATE DISCREPANCIES WITH ARCHITECT.
- F. CLEAN ADJACENT IMPROVEMENTS OF DUST, DIRT,

  agreed upon in writing by the Architect.
  © ARCH NEXUS All Rights Reserved AND DEBRIS CAUSE BY SELECTIVE DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE SELECTIVE DEMOLITION OPERATIONS BEGAN.
- G. SEE MECHANICAL, ELECTRICAL, AND AUDIO-VISUAL DRAWINGS FOR ADDITIONAL INFORMATION. COORDINATE DISCREPANCIES WITH ARCHITECT PRIOR TO PROCEEDING WITH

# ARCH NEXUS

Architectural NEXUS, Inc. 930 R Street Sacramento, California 95811 T 916.443.5911 http://www.archnexus.com

Original drawings remain the property of the Architect and as such the Architect retains total ownership and control. The design represented by these drawings is sold to the client for a one time use, unless otherwise

# **GENERAL NOTE - FLOOR PLAN**

- A. ALL NEW WALL ASSEMBLIES ARE CONTINUOUS TO BOTTOM OF DECK UNLESS NOTED OTHERWISE. B. PLAN WALL DIMENSIONS ARE TO GRID LINE OR FACE OF WALL STRUCTURE, UNLESS NOTED OTHERWISE. "CLEAR" DIMENSIONS ARE TO FACE OF WALL FINISH.
- C. FIELD VERIFY ALL EXISTING CONDITIONS AND THEIR COMPATIBILITY WITH NEW CONSTRUCTION PRIOR TO THE COMMENCEMENT OF WORK. COORDINATE DISCREPANCIES WITH ARCHITECT. D. DO NOT SCALE DRAWINGS.
- E. SEE CIVIL. STRUCTURAL. MECHANICAL AND ELECTRICAL DRAWINGS FOR MORE INFORMATION. F. SEE G SERIES SHEETS FOR WALL TYPES AND TYPICAL ACCESSIBILITY CLEARANCE AND
- COMPLIANCE REQUIREMENTS. G. PROVIDE BACKING BEHIND ALL SURFACE MOUNTED EQUIPMENT AND/OR FIXTURES PER DETAIL C1/A701.

## KEYNOTE LEGEND Key Value Kevnote Text DEMOLISH EXISTING DOOR, FRAME AND HARDWARE. SALVAGE TO OWNER. 02:DE1 REMOVE EXISTING EYE WASH. 02:DE2 | REMOVE EXISTING HOOD. REMOVE FLOOR AND WALL FINISH TO EXTENT NEEDED TO INTERFACE WITH REMOVE EXISTING FURNITURE. CONTRACTOR TO PROTECT DURING CONSTRUCTION FOR REINSTALLATION OR SALVAGE TO OWNER WHAT IS NOT TO BE REUSED. REMOVE WALL HOOKS. SALVAGE TO 02:DW1 | DEMOLISH EXISTING WALL 02:DW2 | DEMOLISH PORTION OF WALL AND PREPARE FOR NEW OPENING 02:DW4 DEMOLISH EXISTING WINDOW. SALVAGE TO OWNER. 02:EW1 | WALL REQUIRES 1-HOUR FIRE RATING. EXTEND EXISTING WALL TO DECK ABOVE. PROVIDE 1 LAYER 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE. FIRE CAULK ALL PENETRATIONS. PATCH AND REPAIR EXISTING WALLS, FLOORING, AND CEILING IMPACTED BY CONSTRUCTION. FINISHES ARE TO MATCH EXISTING. 22:EW1 | WALL MOUNTED EYE WASH 22:WS1 | WALL MOUNT SINK 23:HD1 | NEW 4' HOOD

AGENCY APPROVAL

PROVIDE CODE COMPLIANT VENTING

AND CABINETS ABOVE. SPACE FOR

UNDERCOUNTER FRIDGE.

- ADD THERMOSTAT

NEW COUNTERTOP WITH STORAGE BELOW

REPLACE ELECTRICAL RECEPTACLES WITH (RED) EMERGENCY PLATES/RECEPTACLES,

TYPICAL THROUGHOUT PHARMACY

**HAZARDOUS STG /** 

BREAKDOWN

09:PR1

VAULT

(09:PR1)

# Date Revision

# **BOARD REVIEW**

NEXUS PROJ. #: 21018 CHECKED BY: Checker DRAWN BY: Author DATE: 05/14/2021

FLOOR & DEMO **PLAN** 



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.

Humboldt County Hospital District doing business as Humboldt General Hospital Page 2

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
- 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.
- 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

Humboldt County Hospital District doing business as Humboldt General Hospital Page 5

• 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

Luke Zarecor, CPA

Luke Zoreen

#### RESPONSE:

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

By:		
Title:		
Date:		



3/8/2021

#### 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<sup>TM</sup> 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<sup>TM</sup> 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



March 19, 2021

Quote Number: 2007129977.5

Customer ID: 1-23NRH3

Agreement Expiration Date: 6/17/2021

#### 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 shipped, source of funds changes car		to be cash unless you choose another option. Once equipment has been
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



March 19, 2021

Quote Number: **2007129977.5** Customer ID: **1-23NRH3** 

Agreement Expiration Date: 6/17/2021

#### **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:

BIII TO: HUMBOLDT GENERAL HOSPITAL HUMBOLDT GENERAL HOSPITAL/UHS, ACCOUNTS PAYABLE 118 EAST

HASKELL WINNEMUCCA, NV, 89445

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

#### **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)."



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### **Catalog Item Details**

LIIIC	Qty.	Cutulog		
1	1.00	S18931ER	IGS 530 with AutoRightTM configuration with Omega V Table	
				Net Price
	1	· •	1 1.00 S18931ER	1 1.00 S18931ER IGS 530 with AutoRightTM configuration with Omega V Table

\$528,200.00

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, floormounted 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 Al-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 assess 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

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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time is every five minutes).

#### 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 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.

Line	Qty.	Catalog	
2	1.00	S18061TP	SMART BOX

Net Price \$1,900.00

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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ine 3	Qty. 1.00	Catalog S18061EF	Wired Footswitch	
3	1.00	318001EF	wired Footswitch	Nat Duice
				<u>Net Price</u> \$950.00
				Ç930.00
ine	Qty.	Catalog		
4	1.00	S18061MB	2 Inch Comfort Table Mattress	
				<u>Net Price</u> \$1,330.00
Inch Co	omfort Tab	le Mattress		Ş1,33U.UU
	01:	Catalan		
ne 5	Qty. 1.00	Catalog S18461QL	Clear image - Large Display Monitor with 10 inputs	
,	1.00	310+01QE	cical image - Large Display Monitor With 10 imputs	Net Price
				\$68,400.00
				Ç30, <del>-</del> 00.00
ine	Qty.	Catalog		
6	1.00	S18391MW	Dual Arm Suspension for LDM Digital	
				Net Price
				\$19,000.00
ual Arr	n Suspensio	on for LDM Digital		
ine	Qty.	Catalog		
7	1.00	S18751SJ	Sub-No Sub Fluoro Display Kit	
				Net Price
				\$3,800.00
ub-No s	Sub Fluoro	Display Kit		
ine	Qty.	Catalog		
8	1.00	S18461LV	LINKSET IVUS	
				Net Price
				\$912.00
ink Set	for IVUS Vo	lcano		
ine	Qty.	Catalog		
9	1.00	S18461LG	LINKSET DIGITAL and ANALOG US	
				Net Price
				\$1,938.00
ink Set	for Digital a	and Analog Ultrasound		
ine 10	Qty.	Catalog	ANALOG TO DIGITAL CONVERTOR VIT	
10	1.00	S18461AD	ANALOG TO DIGITAL CONVERTOR KIT	
				Net Price
	B			\$1,159.00
nalog t	o Digital Co	nverter Kit		
Ü				
	Ωtv	Catalog		
ine	Qty. 1.00	Catalog S18771FV	Large Display Monitor Protective Screen	

Net Price



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\$2,850.00

Line	Qty.	Catalog	
12	2.00	S18461LZ	LINKSET OPEN1

Net Price \$2,888.00

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.

Line	Qty.	Catalog		
13	1.00	S18921ND	IGS530 STD POS. and ANTI COLL.PACK	

Net Price \$0.00

Standard Positioning and Anti-Collision Package

Line	Qty.	Catalog	
14	1.00	S18751BR	Blended Roadmap

Net Price \$7,600.00

#### **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 InnovalQ tables. Blended Roadmap requires the Advanced Innova Software Package. On the biplane systems it can be applied to one frame at a time.

Line	Qty.	Catalog		
15	1.00	S18811PA	Analysis Package	
				Not Drico

\$15,200.00

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.

The 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.



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Line	Qty.	Catalog		
16	1.00	S18751BS	StentViz Pro	
				Net Price

#### 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.

Line	Qty.	Catalog	
17	1.00	S18711PE	CARTO ALARA Interface Kit

Net Price \$0.00

\$9.500.00

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 compatability 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.

Line	Qty.	Catalog		
18	1.00	S18771DA	FE Letter - QC mode Option activation	
				Net Price \$38.00

FE Letter - QC mode Option activation

Line	Qty.	Catalog	
19	1.00	M81521KC	AW VolumeShare 7 for Interventional with 32GB of RAM. DOES NOT include
			Volume Viewer

Net Price \$19,760.00

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:

#### Hardware:

o HP Z4G4 Workstation

o CPU: Intel Xeon W-2135 Six-Core @ 3.7 GHz with 8.25 MB L3 Shared Cache

o RAM: 32GB (2x16GB) DDR4 2666 MHz ECC Registered DIMM

o Upgradeable to 64GB (8x8GB)

o Graphics: NVIDIA Quadro NVS P620 with 2 GB Video cards (optionally upgradeable with certain applications)

o 1x 256GB Solid State Drive for OS and Apps

o 2x 512GB Solid State Drive in RAID -0 for image cache



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#### Software:

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

Line	Qty.	Catalog	
20	1.00	M80281AA	AW VolumeShare 7 Monitors

Net Price \$2,080.00

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%

Line	Qty.	Catalog	
21	1.00	S18021VH	Volume Viewer Interventional

Net Price \$47,320.00

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.

Line	Qty.	Catalog		
22	1.00	M81521XF	Volume Viewer Refresh	
				Net Price
				\$0.00

Line	Qty.	Catalog		
23	1.00	M81521VQ	Volume Illumination	
				Net Price
				\$0.00

Line	Qty.	Catalog	
24	1.00	M81521TS	3D Suite



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Net Price \$0.00

Line	Qty.	Catalog		
25	1.00	S18761PS	Power distribution unit - Main transformer 24KVA	
				Net Price
				\$7,050.00

Line	Qty.	Catalog		
26	1.00	S18101CD	8 KVA UPS UL-CE	
				Not Price

\$7,050.00

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

Line	Qty.	Catalog	
27	1.00	E46001BD	MDP UL OHSPD 480V 60Hz 3 phases for Innova Cerber B systems

Net Price \$5,250.40

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



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- \* 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.

Line	Qty.	Catalog		
28	1.00	S18101AT	TEMPLATE	
				Net Price
				\$1.420.21

#### **TEMPLATE**

Line	Qty.	Catalog		
29	1.00	S18101AE	Base Plate LC - Ground Floor Kit	
				Net Price
				\$0.00

Base Plate LC - Ground Floor Kit

Line	Qty.	Catalog		
30	1.00	S18391MX	Substructure for Dual Arm suspension	
				Net Price
				\$0.00

Substructure for Dual Arm suspension

Line	Qty.	Catalog	
31	1.00	E7060A	OMEGA FOOT END TABLE RAIL (EA)
			Net Price

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

\$1,440.00



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height adjustment. Also includes rail with mounting posts and two clamps for attachment to the side table rails...H

Line	Qty.	Catalog	
32	1.00	W0301CV	TIP Vascular System Group 1 Training Program
			Net Drice

Net Price \$24.971.32

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.

Line	Qty.	Catalog		
33	1.00	E6415J	TABLE CLAMP REMOTE PAN	
				Net Price

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
- 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

Line	Qty.	Catalog	
34	1.00	E8016AY	GE Angio/Cardiac Slicker for Omega V Tables - 132 in.

Net Price \$276.00

\$520.00

#### FEATURES/BENEFITS

- Increase system uptime by protecting table from spills
- · Recommended for sites concerned with blood and fluid borne disease



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- Durable PVC material resists contamination
- Facilitates faster cleanups of blood and fluids
- Prevents contaminate 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.

Line	Qty.	Catalog	
35	1.00	E6420BJ	HB-1 Armboard

Net Price \$960.00

\$96.00

\$4,080.00

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

Line	Qty.	Catalog	
36	1.00	E6420BK	HB-1 Armboard Pad
			Net Price

Armboard Replacement Pad Set

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

Line	Qty.	Catalog	
37	1.00	E30591J	Kenex double pivot lower body shield, 92cm wide x 70cm high, incl. 57cm lift off top, one single curtain
			Net Price

Line	Qty.	Catalog		
38	1.00	E3053CH	Contour Shield 76 x 61 cm - with center connect	
				Net Price
				\$5,199.20

Contour Shield 76 x 61 cm (with center connect

Line	Qty.	Catalog	
39	1.00	E63611EB	Lamp YLED-1F with Portegra2 extension/spring arm 750/950 mm including a
			total of 5 sterilizable handles



Quote Number: **2007129977.5** Customer ID: **1-23NRH3** 

Agreement Expiration Date: 6/17/2021

\$4,240.00

\$2,679.20

Line	Qty.	Catalog		
40	1.00	E3053CE	Portegra2 Twin Column with Carriage - 58 cm	
				Net Price

Portegra2 Twin Column w/ 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.)

Line	Qty.	Catalog		
41	1.00	E7018JZ	Mavig 2.5m Track without Cable Spooler	
				Net Price
				\$2,560.00

Mavig 2.5m Ceiling 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

Line	Qty.	Catalog	
42	1.00	E3053CC	2.5m Cable Spooler - requires E3053CM

Net Price \$679.20

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

Line	Qty.	Catalog		
43	1.00	E3053CM	Cable Holders and Stoppers for Ceiling Track	
				Net Price

\$279.20

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

Line	Qty.	Catalog	
44	1.00	E3053LT	Mavig Cable Spooler TS10B03-US

Net Price \$720.00

Mavig 4m Cable Spooler for R-96 & Mach 3 Lamp



Quote Number: **2007129977.5** 

Customer ID: 1-23NRH3

Agreement Expiration Date: 6/17/2021

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	
45	1.00	E4502SS	NR - X-Ray Warning and Room Lighting Control Panel

Net Price \$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	
46	1.00	E6220J	INTERCOM SYSTEM FOR X-RAY

Net Price \$9,600.00

VIS-A-VIS Vitaling Intercom System for X-ray

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 intellgibility, 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

Line Qty. Catalog



Quote Number: 2007129977.5

Customer ID: 1-23NRH3

Agreement Expiration Date: 6/17/2021

47 1.00 E7058AB Anti fatigue floor mat gray 3x5x.625in

Net Price \$380.00

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: <a href="https://securityupdate.gehealthcare.com/en/products">https://securityupdate.gehealthcare.com/en/products</a>



Quote Number: 2007129977.5

Customer ID: 1-23NRH3

Agreement Expiration Date: 6/17/2021

# **Optional Items**

Please initial the Catalogs you wish to purchase

Catalog Number	Qty.	Description	Net Price	Initial
E7018HA	1.00	Mark 7 Arterion injector on integrated pedestal with installation and warranty GE Innova package	\$36,000.00	
		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		
		<ul> <li>Front load syringe for simple insertion and clean removal</li> </ul>		
		Syringe provides a clear view of the contrast		
		<ul> <li>Light injector head with a handle to make it easier to position for injection</li> </ul>		
		Smooth arc design of pedestal for extended reach		
		Small footprint which increases mobility around a busy lab		
		<ul> <li>Bright and colorful intuitive user interface is designed to</li> </ul>		
		highlight the information you need		
		<ul> <li>Highlighted armed state to know when the system is ready to inject</li> </ul>		
		<ul> <li>History and protocol screens to easily access the amount of contrast delivered to the patient and store and recall protocols</li> </ul>		



Quote Number: **2007129977.5** Customer ID: **1-23NRH3** 

Agreement Expiration Date: 6/17/2021

# **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: <a href="https://securityupdate.gehealthcare.com/en/products">https://securityupdate.gehealthcare.com/en/products</a>



Quote Number: 2007129991.4

Customer ID: 1-23NRH3

Agreement Expiration Date: 6/4/2021

### 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 equipmer 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



Quote Number: 2007129991.4

Customer ID: 1-23NRH3

Agreement Expiration Date: 6/4/2021

#### **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:

BIII TO: HUMBOLDT GENERAL HOSPITAL HUMBOLDT GENERAL HOSPITAL/UHS, ACCOUNTS PAYABLE 118 EAST

HASKELL WINNEMUCCA, NV, 89445

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

#### **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)."



Quote Number: **2007129991.4** Customer ID: **1-23NRH3** 

Agreement Expiration Date: 6/4/2021

# **Catalog Item Details**

ine	Qty.	Catalog		
1	1.00	P1713NS	Mac-Lab AltiX BT21	<u>Net Price</u> \$98,280.00
ine	Qty.	Catalog		
2	1.00	P1711CP	BT21 Pre-Install Kit	<u>Net Price</u> \$702.00
.ine	Qty.	Catalog		_
3	1.00	2041390-066	NELLCOR ASSEMBLY NO CE	<u>Net Price</u> \$6,156.00
ine	Qty.	Catalog		
4	1.00	2041390-064	NELLCOR ENGLISH LANGUAGE NO CE	<u>Net Price</u> \$0.00
Line	Qty.	Catalog		
5	1.00	2041575-002	Power Line Frequency 60HZ	<u>Net Price</u> \$0.00
Line	Qty.	Catalog		
6	1.00	2041575-003	Invasive Blood Pressure Enabled	<u>Net Price</u> \$2,106.00
ine	Qty.	Catalog	CARECCARE PROAD DATA	
7	1.00	2041390-041	CARESCAPE PDM Battery	<u>Net Price</u> \$210.60
Line	Qty.	Catalog		
8	1.00	2041390-044	No PDM dock	<u>Net Price</u> \$0.00
Line	Qty.	Catalog		
9	1.00	P1961MB	MLCL PDM Base Station Plus Bed Rail Mount	



Quote Number: 2007129991.4

Customer ID: **1-23NRH3**Agreement Expiration Date: **6/4/2021** 

Net Price \$351.00

Line	Qty.	Catalog	
10	1.00	P1961SN	NELLCOR PDM ACCESSORIES WITH BASE STATION - AHA
			Net Price
			\$4,368.00
	0.	0.1	
Line 11	Qty.	Catalog	CO2 Sidestream Sensor
11	1.00	P1961CS	
			Net Price
			\$3,510.00
Line	Qty.	Catalog	
12	1.00	S18461JD	DVI Splitter and Cables
			Net Price
			\$3,900.00
Line	Other	Catalag	
13	Qty. 1.00	Catalog W0301CD	TIP Invasive GEHC HQ Training Program
13	1.00	WOJOICD	This training program is designed for customer representatives who have
			recently purchased GEHC Invasive equipment.
			Net Price
			\$5,388.63
			, j.,366.03
Line	Qty.	Catalog	TID Investiga Contamon Cita Tuninina December 11 Co
14	1.00	W0304CD	TIP Invasive Customer Site Training Program – Upgrade 6
			This training program is designed for customers purchasing upgrades for up to 6 GEHC Invasive Labs.
			Net Price
			\$16,165.89
Line	Qty.	Catalog	
15	1.00	W0037CD	INVASIVE PRJ MGMT SVCS
			Net Price
			\$2,500.00

Total Quote Net Selling Price: \$143,638.12

Total Quote Subtotal:

Logistics Surcharge: % 1.75%

Logistics Surcharge Amount: \$2,513.67

Page **4** of **7** 

\$143,638.12



Quote Number: **2007129991.4** Customer ID: **1-23NRH3** 

Agreement Expiration Date: 6/4/2021

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: <a href="https://securityupdate.gehealthcare.com/en/products">https://securityupdate.gehealthcare.com/en/products</a>



Quote Number: 2007129991.4

Customer ID: 1-23NRH3

Agreement Expiration Date: 6/4/2021

# **Optional Items**

Please initial the Catalogs you wish to purchase

Catalog Number	Qty.	Description	Net Price	Initial
P1009EQ	1.00	COLOR PRINTER 110V	\$607.50	
		INTEGRATED SYSTEM CART OR DESKTOP PRINTER FOR COLOR		
		MAC-LAB/CARDIOLAB/COMBOLAB REPORT-PRINTING. NETWORK		
		PRINTING TO EXISTING COMPATIBLE COLOR LASERPRINTER ALSO		
		AVAILABLE.		



Quote Number: **2007129991.4** Customer ID: **1-23NRH3** 

Agreement Expiration Date: 6/4/2021

# **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: <a href="https://securityupdate.gehealthcare.com/en/products">https://securityupdate.gehealthcare.com/en/products</a>



### **GE Healthcare Service Quotation**

AGREEMENT#	A	ACCOUNT# <u>3011347</u>	QUOTATION ID# <u>DB060B3</u>
Customer Information:	Name: <u>DESERT CARDIOVASCULAR CONSU</u> Address: City: <u>LAS VEGAS</u>		O STE A100
Customer Billing Information:	Name: Desert Cardiovascular Consultants Address: City: Las Vegas	te A100 48	
s the above billing a	address correct?	ase provide the correct billing address be	low:
Customer Billing Information:	Name: Address: City:		
Please provide the	contact name and email address of the fo	llowing person(s):	
	when this Agreement is processed: invoices electronically via email:	Contact Name:	Email address:
Payment Sche The following p \$408.92 Mont through 60 Mo \$7,297.50 Mont through End of \$9,464.58 Mont Tube Warranty Acceptance \$148.33 Mont through 60 Mo \$423.33 Mont through 60 Mo Payment Term	ency: Monthly - Advance edule***: payments have non-date effective dates: thly - Advance, Effective at End of Warra on this after Equipment Acceptance nthly - Advance, Effective at End of Warra of 36 Month Tube Warranty nthly - Advance, Effective at End of 36 Month Tube Warranty of through 60 Months after Equipment thly - Advance, Effective at End of Warra on this after Equipment Acceptance thly - Advance, Effective at End of Warra on this after Equipment Acceptance on this after Equipment Acceptance on the safter Equipment Acceptan	PO Requirement: Yes PO #: P ranty  Month	ite: May 18, 2021
Service Sales R Email: justin.cu Phone: (530) 3		Sales And Use Tax Status	s: 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 "<u>Customer</u>" identified above and the GE Healthcare business identified below ("<u>GE Healthcare</u>"), for the sale and purchase of the Services and/or the Subscription identified in this Quotation, together with any applicable schedules referred to herein ("<u>Quotation</u>"). "<u>Agreement</u>" 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 "<u>Quotation Acceptance</u>", 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.

Customer	GE Precision Healthcare LLC, a GE Healthcare business
Signature:	Signature:
Print Name:	Print Name: <u>Justin Curtin</u>
Title:	Title: Service Account Manager
Date:	Date: 3/19/2021



# GE Healthcare Service Contract Automatic Payment Form

auth	norize	to charge my bank account indicated
(Full Name)	(Merchant's N	fame)
•		our GEHC Service Contract is invoiced.
(Quote/Contract Num	ber)	
<b>Billing Information</b>		
Billing Address	_	Phone #
City, State, Zip		Email
☐ACH Bank Transfer		
□Checking □Sav	rings	Routing Number Account Number
Account NameBank Name		FOR
Account Number		(22222222): 000 hh 555m 1027
Routing Number		-
*Please add GE Healthcare A payments are approved.	.CH ID#3751469926 as an ap	oproved ACH Filter in your bank account. This will ensure all
☐Credit Card Paymen	nt:	
*Please do not write down a number so a GE Healthcare R into our GE Healthcare Secur	Representative can call you	on this form. Please provide your email address and phon- directly to obtain your card information and enter it directly
for (Quote/Contract Number funds transfers (EFT) or draf electronic credits to my acco 1-2 banking days. If any of n returned payment and my st account. To view your state's us/customer-center/mercha	to be pr fts drawn from my checkir fts drawn from my checkir fount to correct erroneous o my payments return unpai tate's return item fee for o returned item fee, please o muts/telecheck-returned-cl fect until I notify you to a	uting and account number above I authorize my payments ocessed each time a new invoice is generated as electronic ng or savings account as indicated above and, if necessary, debits. I understand that my payment will process within id, I authorize you or your service provider to collect the each such payment by EFT(s) or draft(s) drawn from my visit the website below: https://merchants.fiserv.com/enheck-fees/ I understand that this authorization will revoke it by calling 1 (800) 581-5600 and allowed you
SIGNATURE		DATE
(Accou	int Holder's Signature)	

Schedule A Quote ID: DB060B3

## **HUMBOLDT GENERAL HOSPITAL**

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 5/18/2021

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Annual Am ount
System ID: TBD0004 Phy Loc Acct: 145282	ADD POS	GE UL V ENUE GO (UV ENGA)	End of Warranty through 60 Months after Equipment Acceptance	AssurePoint Standard	INCLUDED:	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	\$4,907
System ID: TBD0005 Phy Loc Acct: 145282	ADD POS	GE XR INNOVA IGS 530 (XCA320)	End of Warranty through End of 36 Month Tube Warranty	AssurePoint Standard	INCLUDED:  ADDITIONAL SMARTBOX  APM Predict: OnWatch  DETECTOR  DOWNSTREAM VIDEO OUTPUT  ILINQ 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	FE Coverage Weekdays: MON-FRI, 8AM-9PM FE Coverage Weekend: NO COV ERAGE 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 Answ er Line TiP-Ed Online(TV) Subscription Uptime Commitment: 97%	\$87,570



# GE Precision Healthcare LLC, a GE Healthcare business

Schedule A Quote ID: DB060B3

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Annual Amount
System ID: TBD0005 Phy Loc Acct: 145282	MODIFY: Options POS	GE XR INNOVA IGS 530 (XCA320)	End of 36 Month Tube Warranty through End of Agreement	AssurePoint Standard	INCLUDED:  • ADDITIONAL SMARTBOX  • APM Predict: OnWatch  • DETECTOR  • DOWNSTREAM VIDEO OUTPUT  • ILINQ RESPONSE TIME: 30 MIN.  • LARGE DISPLAY MONITOR  ••• TUBE COVERAGE  EXCLUDED:  • Continuity  • IVUS  • PERIPHERAL DEVICES  • Printers  • UNINTERRUPTED POWER SUPPLY  • VCR  • WORKSTATION	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 Answ er Line TiP-Ed Online(TV) Subscription Uptime Commitment: 97%	Old Annual Amount: \$87,570 Incremental Annual Amount: \$26,005 New Annual Amount: \$113,575
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



### **GE Healthcare Service Terms & Conditions**



- 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 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 (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 GE Healthcare Service Terms & Conditions (Rev 11.20)

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. <u>Tube Support (Excluding C-Arms)</u>. 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. <u>Cryogen Cost Increases</u>. 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. <u>Confidentiality</u>. 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. <u>Governing Law</u>. 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. <u>Waiver: Survival</u>. 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. <u>Intellectual Property</u>. 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. <u>Generally.</u> 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. § 1001.952(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. <u>Security</u>. 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. <u>Parts and Tubes</u>. 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. <u>Medical Diagnosis and Treatment</u>. All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.
- 17.7. <u>Connectivity</u>. 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. <u>Protected Health Information</u>. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("<u>PHI</u>"), 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. <u>Data Rights</u>. 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. <u>Customer Policies</u>. 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. <u>Binding Arbitration</u>. 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 ("<u>AAA</u>") 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. <u>Limitation of Liability</u>. 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. <u>IP Indemnification</u>. 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. <u>Indemnification Procedure</u>. 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. <u>Late Payment</u>. 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.

	Standard	Rapid	Access	PM	Limited	Select	Performance	Advance
Corrective Maintenance *	•	•	•		0	0	•	•
Planned Maintenance	•	•	•	•	•	•	•	•
Replacement Parts	•	•	•	•	•	•	•	•
Software Updates	•	•	•	•	•	•	•	•
Phone Clinical Applications Support	•	•	•		•	•	•	•
TiP Options #	0	0	0		0	0	0	0
iCenter *	0	0	0				0	0
Remote Diagnostic Service *	0	0	0	0	0	0	0	0
Uptime Performance *	0	0	0				0	0
Specialty Component Options (Complete, Reserve, Pro) #	0	0	o	0	0	٥	0	0
No Charge Special Parts Handling		0						
Quality Assurance Activities							0	0
Refresh #								0
Remote Console * #	0	0	0				•	•
APM Predict: OnWatch * #	0	0						0
Tube Watch * #	0	0						0
Continuity * #	0	0	0				0	0
Supplemental Services During Warranty	0	0					0	0
Overtime Hours Allowance	0	0	0	0	0	0	0	0

• 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-returned 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.
- 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, nonsublicensable, 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 InSite, iLinq, 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/upgrade installation are excluded from downtime calculation. Product is considered down from the time the service request is received 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.

Offering	ng Remedy					
AssurePoint Standard	Reduction in the amount of the then-current annual charge for the affected Product during the following contract year, at the following amounts:					
AssurePoint Rapid	% Less Than Uptime Commitment	Reduction %				
AssurePoint Access	.1% - 5%	5%				
AssurePoint Performance	5.1% -10%	10%				
AssurePoint Advance	>10%	15%				

- **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 resume 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.

	Standard	Rapid	Limited	Select	Performance	Advance
Probe Service Coverage	٥	0	0	0	0	0
Compact Console Accidental Damage Replacement Coverage	o	0			0	
Compact Console Loaner Program	0	0			0	
Echo PAC SCAR					•	

- 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).



# Statement of Service Deliverables APM Predict: OnWatch and Tube Watch Rider

#### 1. APM Predict: OnWatch (if identified on the Product Schedule)

1.1 <u>APM Predict: OnWatch.</u> 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 . <u>Tube Monitoring</u>. 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 ("<u>Customer Notice</u>"). 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. <u>Performance Guarantee</u>. 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 "<u>Failure</u>"), 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 ("<u>Performance Guarantee</u>"). 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. <u>Access and Connectivity</u>. 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.



# Statement of Service Deliverables TiP-Ed Online

- 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 <u>TiP-Ed Online Access and Use.</u> 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 <u>Customer's TiP-Ed Online Responsibilities</u>. 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 <u>GE Healthcare's TiP-Ed Online Responsibilities</u>. 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** 

# **Agency Authorization Agreement**

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.

Facility Name:		
Signature:		
Print Name:		
i i iiit ivaiiie.		
Γitle:		
Date:		



### **GE Healthcare Service Quotation**

AGREEMENT#	ACCOU	JNT#		QUOTATION ID# <u>B72A91E</u>				
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: <u>NV</u> Zip: <u>8944</u>						
s the above billing a	address correct? 🔲 Yes 🔲 No 🏻 If no, please pr	ovide the correct billing address belo	ow:					
Customer Billing Information:	Name:Address:							
Please provide the	contact name and email address of the followi							
	l	act Name:	Email address:					
Payment Sche The following   \$994.50 Month through 84 Mo \$36.00 Month through 84 Mo \$49.50 Month through 84 Mo \$80.08 Month through 84 Mo \$25.17 Month through 84 Mo \$23.42 Month through 84 Mo	ency: Monthly - Advance	Agreement Start Date**: I  Quotation Expiration Dat PO Requirement: Yes PO #: PO	te: <u>April 23, 202</u>	1				
	ep.: Joey Andersen dersen@ge.com 5-7790	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.

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.

Customer	GE Precision Healthcare LLC, a GE Healthcare business
Signature:	Signature:
Print Name:	Print Name: <u>Ioey Andersen</u>
Title:	Title: RSSR
Date:	Date: <u>2/22/2021</u>

Schedule A Quote ID: B72A91E

# **HUMBOLDT GENERAL HOSPITAL**

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 4/23/2021

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Annual Amount
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: TBD002, TBD003 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 MLCL 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



# GE Precision Healthcare LLC, a GE Healthcare business

Schedule A Quote ID: B72A91E

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Annual Amount
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 RESPIRONICS 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



#### **GE Healthcare Service Terms & Conditions**



- 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 ("<u>Product Schedule</u>"). Products must be in safe, normal operating condition and comply with original equipment manufacturer ("<u>OEM</u>") 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 (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 GE Healthcare Service Terms & Conditions (Rev 11.20)

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. <u>Tube Support (Excluding C-Arms)</u>. 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. <u>Cryogen Cost Increases</u>. 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. <u>Confidentiality</u>. 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. <u>Governing Law</u>. 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. <u>Waiver: Survival</u>. 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. <u>Intellectual Property</u>. 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. <u>Generally.</u> 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. § 1001.952(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. <u>Security</u>. 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. <u>Parts and Tubes</u>. 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. <u>Connectivity</u>. 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. <u>Protected Health Information</u>. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("<u>PHI</u>"), 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. <u>Data Rights</u>. 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. <u>Customer Policies</u>. 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. <u>Binding Arbitration</u>. 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 ("<u>AAA</u>") 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. <u>Limitation of Liability</u>. 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. <u>IP Indemnification</u>. 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. <u>Indemnification Procedure</u>. 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. <u>Late Payment</u>. 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.



Quote Number: 2007132940.3

Customer ID: 1-23NRH3

Agreement Expiration Date: 6/20/2021

### 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 ("<u>GE Healthcare</u>"), 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 ("<u>Quotation</u>"). "<u>Agreement</u>" 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 ACTION	S:	
Please select your planned source shipped, source of funds change:		to be cash unless you choose another option. Once equipment has been
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 Medical Systems, Ultrasound & Primary Care Diagnostics, LLC, a GE Healthcare business

Signature: Michael Moore

Title: Sales Specialist - POC Ultrasound Clinics &

Hospitals

Date: March 22, 2021



Quote Number: 2007132940.3 Customer ID: 1-23NRH3

Agreement Expiration Date: 6/20/2021

# 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:

GE Healthcare).

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

#### **Humboldt General Hospital**

#### Addresses:

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



Quote Number: 2007132940.3 Customer ID: 1-23NRH3

Agreement Expiration Date: 6/20/2021

#### **Quote Summary**

Extended Qty	Catalog	Short Description
1.00	H8041VA	Venue Fit Package
1.00	H48062AJ	L4-20t-RS Probe
2.00	H45303VFPH	Venue Fit probe and Barcode holder
1.00	H45303VFCH	Venue Fit Gel Cup Holder
1.00	H45303VFAC	Venue Fit Cart AC/DC
1.00	H45303WFC	Venue Fit Netgear WIFI Kit
1.00	H45051PA	Venue power cord for USA and Canada
1.00	H8041VB	Venue Fit Cart

#### Quotation

Line	Qty.	Catalog	
1	1.00	H8041VA	Venue Fit Package

Net Price \$23,760.00

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.

Line	Qty.	Catalog		
2	1.00	H48062AJ	L4-20t-RS Probe	

Net Price \$9,900.00

Line	Qty.	Catalog	
3	2.00	H45303VFPH	Venue Fit probe and Barcode holder

Net Price \$79.20

Line	Qty.	Catalog	
4	1.00	H45303VFCH	Venue Fit Gel Cup Holder



Quote Number: **2007132940.3** Customer ID: **1-23NRH3** 

Agreement Expiration Date: 6/20/2021

Net Price \$39.60

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

Net Price \$264.00

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

Net Price \$297.00

Line	Qty.	Catalog	
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	
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 removeable 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



Quote Number: 2007132940.3

Customer ID: 1-23NRH3

Agreement Expiration Date: 6/20/2021

If applicable, for more information on this devices' operating system, please visit GE Healthcare's product security portal at: <a href="https://securityupdate.gehealthcare.com/en/products">https://securityupdate.gehealthcare.com/en/products</a>



Quote Number: 2007132940.3

Customer ID: 1-23NRH3

Agreement Expiration Date: 6/20/2021

# **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: <a href="https://securityupdate.gehealthcare.com/en/products">https://securityupdate.gehealthcare.com/en/products</a>

# **GE Healthcare**

#### 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:

Initial to indicate form of payment: (If potential for a lease exists, GE HFS or otherwise, select lease)				
Cash* Lease HFS Loan If leasing please provide name of finance company below:				
*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):				
Exempt from Sales and Use Tax (NOTE: GEHC must have a Current Tax Exemption Certificate)				
Subject to Sales and Use Tax**  *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):				
PO # for Equipment:				
PO # for Service*:  *Denote "same" if only 1 PO is needed for both Equipment and Service				

<u>Entire Agreement</u>. 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.

Humboldt General Hospital	GE Healthcare
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

ID# 216488267

# **EXHIBIT A**

Quotation Number		Quotation Date		
DB060B3		Friday, March 19, 2021		
Quotation Number	Q	uotation Date		
B72A91E		Monday, February 22, 2021		
Quotation Number	Quotation Date			
2007129991.4		Wednesday, March 10, 2021		
Quotation Number		Quotation Date		
2007129977.5		Friday, March 19, 2021		
Quotation Number	(	Quotation Date		
2007132940.3	1	Monday, March 22, 2021		