

HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY

OCTOBER 27, 2020

5:30 P.M.

SARAH WINNEMUCCA CONFERENCE
ROOM

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

HUMBOLDT GENERAL HOSPITAL
118 EAST HASKELL STREET
WINNEMUCCA, NEVADA 89445

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

MEETING DATE: Tuesday October 27, 2020
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
PERSON POSTING: www.hghospital.org https://notice.nv.gov
Alicia Wogan

**MEETING ATTENDANCE MAY BE IN-PERSON AT THE ABOVE LOCATION
OR VIA TELECONFERENCE OR VIDEOCONFERENCE**
**PURSUANT TO NRS 241.023 AND SECTION 1 OF THE STATE OF NEVADA EXECUTIVE DEPARTMENT
DECLARATION OF EMERGENCY DIRECTIVE 006 ISSUED MARCH 22, 2020 AS EXTENDED 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
2. Envision
3. Administration report
 - a) Physician/Staff Introductions
 - b) EMS Report – Brett Peine
 - c) CEO report – Tim Powers, CEO

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

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

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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 September 22, 2020.
2. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Sara Lary, DO, Provisional-Emergency Medicine; Brian Trimmer, MD, Provisional-Emergency Medicine; William Gregory, MD, Provisional-Emergency Medicine; Pamela Moore, MD, Provisional-Pediatrics; Echo Mathews, APRN, Allied Health Professional; Subha Rajan, MD, Active-Family Practice/OB; Shane Draper, MD, Active-Podiatry; Charles Stringham, MD, Courtesy-Internal Medicine; Andrew Abrass, MD, Active-Emergency Medicine; and, Steven Rubin, MD, Consulting-Psychiatry.

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 for 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 / request for approval of professional services agreement with Architectural Nexus, Inc. for the Laboratory area renovation project / CEO-Administration
2. Hospital Administration / proposal to enter into revised contract with MedX AirOne to provide medical emergency flight services / CEO-Administration
3. Hospital Administration-ER / proposal to purchase Point of Care Ultrasound for ER / ER Manager-Administration
4. Hospital Administration-EVS / proposal to purchase two washing machines for Laundry / Maintenance Manager-Administration

G. TRUSTEE COMMENTS-STAFF REPORTS

(This period is designated for receiving reports, information, department updates, board and committee updates and proposals by the board, chief executive officer, chief financial officer, human resources director, director of nurses, and other staff upon request. 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: Pursuant to Section 3 of the Declaration of Emergency Directive 006 ("Directive 006") as extended, the state law requirement that public notice agendas be posted at physical locations within the State of Nevada is suspended. This agenda has been physically posted at the locations noted above and electronically posted at <http://www.hghospital.org/> and at <https://notice.nv.gov/>.

Notice: Pursuant to Section 1 of Directive 006 as extended the state law requirement that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate is suspended. The meeting may be accessed via: (i) teleconference by dialing 1-646-749-3122 and using access code 368-086-437; or, (ii) videoconference by entering <https://global.gotomeeting.com/join/368086437> in a web browser.

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

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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. Pursuant to Section 5 of Directive 006 as extended, the state law requirement that a physical location be available for the public to receive supporting material for public meetings is suspended. Staff reports and supporting material for the meeting are available on the Humboldt General Hospital website at <http://www.hghospital.org/> and are available to the general public at the same time the materials are provided to the Board of Trustees.

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

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

September 2020 FINANCIAL NARRATIVE

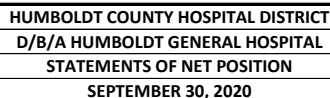
- Gross patient revenue for the month of September was \$9.2M compared to budget of \$8.9M and prior year of \$9.2M.
- Inpatient revenue for the month of September was \$2.6M compared to budget of \$3.5M and prior year of \$3.7M. In reviewing stats for September, patient days were significantly higher in September 2020 than September 2019 yet gross inpatient revenue was significantly lower in September 2020. An independent Cerner certified charge services consultant is currently researching this to determine the cause of this discrepancy.
- Contractual adjustments and bad debt was \$4.2 M or 46% of gross revenue compared to budget of \$4.4M or 50% of gross revenue and prior year of \$4.4 M or 47% of revenue. Now that we are getting a better understanding of our payer portfolios the volatility in our contractual and bad debt is becoming more predictable.
- Net patient revenue for September was \$5.0M compared to budget of \$4.5M and prior year of \$4.9M. YTD net patient was \$13.4M compared to budget of \$13.7M and prior year of \$13.8M.
- September total operating revenue was \$5.0 M compared to budget of \$4.5M and prior year of \$4.9M.
- Spending for the month of September was \$5.3M compared to budget of \$4.9M and prior year of \$4.7M. The increase in spending from budget is primarily driven by purchased services.
- YTD spending was \$15.1M compared to budget of \$15.1M and prior year of \$14.3M.
- Net operating loss for September was \$(221K) compared to budget loss of \$(401K) and prior year an operating gain of \$(286K). The operating loss for September is primarily a result of increased purchased services from correcting issues in the revenue cycle. Correcting issues in the revenue cycle will maximize revenue and keep the organization on a path towards a positive operating margin.
- The YTD operating loss was \$(1.6M) compared to a budgeted loss of \$(1.2M) and a prior year loss of \$(373K). The September YTD loss is primarily a result of a decrease in anticipated revenue for the first two months of the fiscal year.
- Non-operating revenue for September was \$498K compared to budget of \$443K and prior year of \$674K.
- Included in the \$498K of non-operating revenue was \$416K of Humboldt County tax revenue. September YTD non-operating revenue was \$1.6M compared to budget of \$1.4M and prior year of \$1.9M, is reasonably in line.
- The net gain for September was \$277K compared to budget income of \$42K and prior year income of \$(960K).
- Increased gross patient revenue is primarily responsible for the net gain in September. September YTD the net loss was \$(50K) compared to budgeted income of \$123K and prior YTD income of \$1.5M. Less than anticipated gross patient revenue is the primary cause for the YTD loss.

Humboldt General Hospital													
13 Month Statistics Comparison													
	Sep 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20
Med/Surg Pt Days	158	189	186	159	200	199	150	178	188	208	269	207	254
Pediatric Days	7	3	2	-	-	-	-	-	-	-	-	-	-
Obstetrics Pt Days	32	24	24	18	36	24	21	31	29	24	45	38	35
Nursery Pt Days	33	31	22	22	28	27	27	31	31	26	42	27	32
ICU Pt Days	19	6	10	13	14	19	13	31	15	13	20	16	9
Swing Bed Days	71	24	85	66	38	83	83	66	68	65	55	32	43
Harmony Manor Days	1,042	1,091	965	945	1,010	927	941	891	936	959	987	995	963
Quail Corner Days	217	201	240	248	248	232	248	240	248	240	221	186	180
Admissions										41	97	94	96
Labor Room Deliveries	19	17	14	22	22	18	17	20	19	14	22	19	20
Operating Room Cases- Inpatient	117	118	108	91	114	98	22	17	21	24	25	28	27
Operating Room Cases- Outpatient							48	15	19	77	66	73	78
Radiology Tests- see detail below	1,339	1,531	1,229	1,107	1,350	1,282	1,147	922	977	1255	1236	1176	1182
Laboratory Tests	7,917	8,726	6,617	6,848	7,786	7,741	6,358	5,215	6,138	7,736	7334	6765	7337
Emergency Room Visits	683	713	731	647	701	663	666	525	515	601	579	597	615
Billable Ambulance Runs	137	152	135	109	131	110	121	130	128	138	128	135	120
RHC Visits- Total Visits	2,222	2,465	1,915	2,341	2,720	2,605	2,513	1816	1962	2241	2421	2418	2359
RHC FP1						236	211	241	225	250	311	279	259
RHC FP2						236	437	286	372	239	239	204	128
RHC FP3						220	166	127	233	384	270	236	265
RHC FP4											1	-	1
RHC Int Med						357	288	258	296	329	356	316	360
RHC Pain Management											35	33	39
RHC Peds						354	331	194	188	245	252	331	309
RHC Podiatry										26	135	150	137
RHC Res Clin						315	249	249	238	250	259	364	332
RHC TH						38	38	34	37	25	33	39	34
RHC WH						260	203	179	184	244	287	196	213
RHC Walk In						589	590	248	189	249	243	270	282
Radiology Tests by modality													
MRI							53	34	44	46	58	32	59
Mammogram							43	13	22	41	36	51	49
Bone Denisty							7	1	5	13	7	10	15
Computed Tomography							181	156	186	217	209	225	236
General Diagnostic							634	548	507	672	666	633	584
Nuclear Cardiac							14	10	10	8	13	13	12
Nuclear Medicine							7	0	9	3	8	5	9
Ultrasound							170	140	165	201	199	175	187
Vascular Ultrasound							38	20	29	54	40	32	31
							1147	922	977	1255	1236	1176	1182

FINANCIAL DASHBOARD HUMBOLDT GENERAL HOSPITAL FISCAL YEAR 2021					
Key Performance Indicator (KPI)	KPI Description	KPI Calculation	Fiscal Year 2020 June 30, 2020 Unaudited	Fiscal Year to Date 2021 Sep-20	Favorable ↑ Unfavorable ↓
EBIDA	Earnings Before Interest, Depreciation, and Amortization	Net Income + Interest + Depreciation + Amortization	2,034,051	YE Annualized 5,003,004	↑
Current Ratio	Measures the number of times short-term obligations can be paid using short-term assets.	Current Assets ÷ Current Liabilities	8.1	11.34	↑
Average Payment Period	The number of days a company takes to pay off credit purchases.	Current Liabilities ÷ Daily Operating Expenses	36	31	↓
Days Cash on Hand	Measures the number of days an organization could operate if no cash was collected or received.	Cash ÷ ((Operating Expense - Depreciation Expense) ÷ 365)	208	235	↑
Operating Margin	Measures the control of operating expenses relative to operating revenues.	Operating Income (Loss) / Operating Revenue	(21.5%)	(4.4%)	↑
Days in Net Accounts Receivable	Measures the number of days that it takes an organization to collect its receivables.	Net Accounts Receivable ÷ (Net Patient Revenue for last 120 days ÷ 120)	101	74.5	↑
Salaries as % of Net Revenue	Measures the percentage of patient revenue that are labor costs.	(Salaries + Agency Salaries) ÷ Net Patient Revenue	70.0%	62.4%	↑
Supplies as % of Net Revenue	Measures the percentage of patient revenue that are supply costs.	Supplies Expense ÷ Net Patient Revenue	11.6%	8.6%	↑
Bad Debt as % of Gross Revenue	Measures the percentage of Gross Revenue that is written off as Bad Debt.	Bad Debt Expense ÷ Gross Patient Revenue	10.1%	4.6%	↑

Humboldt General Hospital
Statement of Profit and (Loss)
For Period Ending: 09/30/2020

	SEP 2020			FY2021		
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE
INPATIENT REVENUE	\$2,576,773	\$3,526,593	(\$949,820)	\$7,353,423	\$10,814,884	(\$3,461,461)
OUTPATIENT REVENUE	5,635,023	4,155,002	1,480,021	15,589,598	12,742,007	2,847,591
LTC	437,830	570,248	(132,418)	1,484,401	1,750,205	(265,804)
CLINIC REVENUE	585,137	621,462	(36,325)	1,703,475	1,907,266	(203,791)
TOTAL PATIENT SERVICE REVENUE	9,234,763	8,873,305	361,458	26,130,898	27,214,362	(1,083,465)
DEDUCTIONS FROM REVENUE						
CONTRACTUAL ADJUSTMENTS	(3,785,213)	(3,640,758)	(144,455)	(11,411,294)	(11,164,991)	(246,303)
BAD DEBT	(419,959)	(754,278)	334,319	(1,336,245)	(2,313,114)	976,869
TOTAL DEDUCTIONS FROM REVENUE	(4,205,171)	(4,395,036)	189,865	(12,747,539)	(13,478,105)	730,566
NET PATIENT SERVICE REVENUE	5,029,592	4,478,269	551,322	13,383,359	13,736,258	(352,899)
OTHER OPERATING REVENUE	19,930	36,369	(16,439)	99,027	110,697	(11,670)
TOTAL OPERATING REVENUE	5,049,522	4,514,638	534,883	13,482,386	13,846,955	(364,569)
OPERATING EXPENSES						
SALARIES	1,800,801	1,934,871	(134,070)	5,412,133	5,935,878	(523,745)
BENEFITS	520,052	584,854	(64,802)	1,535,657	1,795,061	(259,404)
CONTRACT LABOR	61,481	7,665	53,816	220,033	23,505	196,528
SUPPLIES MEDICAL	432,471	496,651	(64,181)	1,675,833	1,523,063	152,770
PURCHASED SERVICES	1,278,320	911,594	366,727	2,984,290	2,798,326	185,964
SUPPLIES & SMALL EQUIPMENT	181,860	94,548	87,312	515,542	289,950	225,592
REPAIRS AND MAINTENANCE	230,590	120,459	110,130	440,719	369,406	71,313
RENTS AND LEASES	21,813	24,987	(3,174)	71,519	76,628	(5,110)
INSURANCE	13,283	52,910	(39,627)	124,897	162,258	(37,361)
UTILITIES	62,532	69,562	(7,030)	192,588	213,418	(20,830)
DEPRECIATION	580,426	473,345	107,081	1,741,279	1,451,588	289,691
TRAVEL & MEALS	10,947	20,952	(10,005)	23,292	64,255	(40,963)
OTHER EXPENSE	76,246	123,458	(47,211)	193,719	378,798	(185,079)
TOTAL OPERATING EXPENSES	5,270,822	4,915,854	354,968	15,131,502	15,082,136	49,366
NET OPERATING INCOME/(LOSS)	(221,301)	(401,216)	179,915	(1,649,116)	(1,235,182)	(413,935)
NON-OPERATING REVENUE & EXPENSES						
INTEREST INCOME	15,027	24,658	(9,631)	55,726	75,616	(19,890)
TAXES	492,847	416,294	76,553	1,436,144	1,276,636	159,508
DONATIONS	0	2,055	(2,055)	(11,200)	6,301	(17,501)
OTHER INCOME	26	0	26	8,461	0	8,461
CERNER CLEARING	(9,539)	0	0	(39,100)	0	(39,100)
SUBSIDIES	0	0	0	70,928	0	70,928
NON-OPERATING REVENUE/(EXPENSE)	498,361	443,007	55,354	1,599,159	1,358,553	240,606
NET INCOME/(LOSS)	\$277,061	\$41,791	\$235,270	(\$49,957)	\$123,372	(\$173,329)



Humboldt General Hospital				SEPTEMBER 30, 2020							
				ACTUAL				UNAUDITED			
				9/30/2020				6/30/2020			
ASSETS:											
CURRENT ASSETS											
CASH AND CASH EQUIVALENTS				\$ 34,168,015				\$ 31,677,780			
ACCOUNTS RECEIVABLE, NET				13,367,851				14,907,453			
OTHER RECEIVABLES				660,087				426,257			
INVENTORY				2,086,726				2,073,317			
PREPAIDS				880,927				576,804			
TOTAL CURRENT ASSETS				51,163,606				49,661,611			
PROPERTY, PLANT AND EQUIPMENT											
NET OF DEPRECIATION				56,836,250				58,277,583			
DEFERRED OUTFLOW OF RESOURCES											
PENSION DEFERRED OUTFLOWS				5,625,947				5,625,947			
TOTAL ASSETS				\$ 113,625,803				\$ 113,565,141			
LIABILITIES:											
CURRENT LIABILITIES											
ACCOUNTS PAYABLE				\$ 2,049,776				\$ 2,889,207			
ACCRUED PAYROLL				2,287,780				2,110,306			
OTHER CURRENT LIABILITIES				172,645				150,042			
TOTAL CURRENT LIABILITIES				4,510,201				5,149,555			
LONG TERM LIABILITIES											
NET PENSION LIABILITY				28,326,281				28,326,281			
DEFERRED INFLOW OF RESOURCES											
PENSION DEFERRED INFLOWS				1,449,686				1,449,686			
DEFERRED REVENUE				6,156,377				5,406,405			
TOTAL DEFERRED INFLOW OF RESOURCES				7,606,063				6,856,091			
TOTAL LIABILITIES				40,442,545				40,331,927			
FUND BALANCE:											
NET POSITION				73,183,257				73,233,214			
TOTAL LIABILITIES, DEFERRED INFLOWS											
OF RESOURCES AND NET POSITION				\$ 113,625,802				\$ 113,565,141			

HUMBOLDT GENERAL HOSPITAL

PRESENTATION OF CASH ACCOUNTS

SEPTEMBER 30, 2020 -- 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	6,560,986
Tax Account	10005	Wells Fargo Bank	925	16,558
Payroll Checking	10010	Wells Fargo Bank	3836	-
General Fund Investment	10020	Wells Fargo Bank	6671	6,156,539
Hanssen Scholarship Fund	10050	Wells Fargo Bank	7067	4,008
EMS Scholarship Fund	10055	Wells Fargo Bank	917	16,926
SNF Patient Trust	10035	Wells Fargo Bank	0021	28,387
SNF Memorial/Activity	10040	Wells Fargo Bank	9304	4,913
Investment Trust	10030	Wells Fargo Bank	6500	10,611,201
HRG Self Pay	10015	Sterling Bank	1566	-
LGIP Savings	10025	NV State Treasurer	#xxxGHO	10,766,222
HGH TOTALS:				34,168,015

I, Cory Burnett, CFO for Humboldt General Hospital, hereby certifies that the above report of cash account balances accurately reflects the actual cash-in-bank as reported by the financial institutions holding the funds for the current period end.

SUBMITTED & SIGNED:

Cory Burnett, CFO

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 6th day of October year 2020
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Humboldt General Hospital
118 E. Haskell St.
Winnemucca NV 89445

and the Architect:
(Name, legal status, address and other information)

Architectural Nexus, Inc.
2505 Parleys Way
Salt Lake City, UT 84109
801-924-5000

for the following Project:
(Name, location and detailed description)

HGH Lab Renovation Pre Design Services

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

This pre-design effort will provide the full program and schematic plan for this lab renovation project. See attached Exhibit A – Proposal including two plan options for reference.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Development of the two options presented at the August 7th meeting at a pre-design level. This area comprises roughly 3,000-4,000 SF of the existing lab and adjacent imaging areas, see attached Existing Diagram within Exhibit A. Evaluation of the two options, see attached Options 1 and 2 within Exhibit A, will be with the executive team and developed to a basic bubble diagram level to set the scope of work for the project. Costs per square foot compared to a typical lab renovation will be provided as a rough budget for the project. Phasing diagrams will indicate the number of phases to capture the disruption to the areas affected. A space list will catalogue the new and old rooms affected and their square feet.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined by pre-design effort

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Milestones per Exhibit A: We plan to have one on-site meeting to review existing conditions on a basic level, review adjacent available areas and refine the plan diagrams based on those findings; we anticipate two additional virtual meetings to prepare the documents for the board. The first virtual meeting will further refine the plans and we will take a first look at both bench layout and phasing. At the second virtual meeting, we will finalize the plan and phasing diagrams for the final board presentation and review anticipated costs. Once agreed upon the plan and phasing diagrams, program and cost will be packaged for presentation in either PowerPoint or PDF format. Please note that all exhibits will be conceptual in nature and subject to the final engineering review (provided in separate proposal)..

.2 Construction commencement date:

Not applicable at this time.

.3 Substantial Completion date or dates:

Not applicable at this time.

.4 Other milestone dates:

Not applicable at this time.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Not applicable at this time.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None identified for the project

(Paragraph deleted)

§

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Tim L. Powers, C.P.A.
Chief Executive Officer
Humboldt General Hospital
118 E. Haskell Street
Winnemucca, Nevada 89445

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

(Paragraphs deleted)

Not applicable at this time, see exhibit A for list of exclusions.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Travis Maughan
Principal
Architectural Nexus
2505 East Parleys Way
Salt Lake City, Utah 84019

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1

(Paragraphs deleted)

Not applicable at this time, See exhibit A for list of exclusions

§ 1.1.11.2 Consultants retained under Supplemental Services:

None.

§ 1.1.12 Other Initial Information on which the Agreement is based:

See exhibit A for additional information.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000.00) for each occurrence and Two Million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000.00) each accident, One Million (\$ 1,000,000.00) each employee, and One Million (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million (\$ 5,000,000.00) per claim and Five Million (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES: PROGRAMMING SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include identifying, discussing, and prioritizing values, goals, and objectives to establish performance and design criteria for the Project as identified in the attached proposal Exhibit A. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 The Architect shall prepare, and periodically update, a schedule for Programming Services that identifies milestone dates for decisions required of the Owner, Programming Services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the programming schedule with the Owner's Project schedule.

§ 3.1.4 Based on the scale of the Project, the type of facilities, and the level of specialized functions that will be required, the Architect and Owner shall identify programming participants to be involved with the programming process, including participants from the Architect, the Architect's consultants, the Owner, the Owner's consultants, and users of the Project, as well as other stakeholders.

§ 3.1.5 The Architect shall submit program documents to the Owner for evaluation and approval at intervals appropriate to the process. The Architect shall be entitled to rely on approvals received from the Owner to complete the Programming Services.

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 In addition to the Programming Services described above, the Architect shall provide the following Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 5.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 3.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or Not Provided)</i>
<i>(Rows deleted)</i>	
§ 3.1.1.1 Site evaluation and project feasibility	Architect/Owner
<i>(Rows deleted)</i>	
§ 3.1.1.2 Site planning	Not Provided
<i>(Row deleted)</i>	
§ 3.1.1.3 Master planning	Not Provided
<i>(Rows deleted)</i>	
§ 3.1.1.4 Preliminary design	Architect
§ 3.1.1.5 Cost estimating	Not Provided

§ 3.1.1.6	Project scheduling	Not Provided
§ 3.1.1.7	Market analysis	Not Provided
§ 3.1.1.8	Detailed existing facility evaluation	Not Provided
§ 3.1.1.9	Questionnaires and surveys	Not Provided
<i>(Row deleted)</i>		
§ 3.1.1.10	Existing FF&E inventory	Owner
<i>(Rows deleted)</i>		
§ 3.1.1.11	FF&E programming services	Owner
<i>(Rows deleted)</i>		
§ 3.1.1.12	Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.1 Site evaluation and project feasibility: Field survey existing conditions to observe existing area for alignment with existing Owner provided drawings to verify inconsistencies and note any obstructions to accommodate for new work.

4.1.1.4 Preliminary Design: Provide two schematic level plans for hospital/board consideration within the final program document.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4.1.1.10 Existing FF&E inventory: Owner to provide existing inventory of all FF&E items to remain.

4.1.1.11 FF&E programming services: Owner to provide inventory of all new and assumed future FF&E items to be included in the program/plan.

(Paragraph deleted)

§

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.2 shall entitle the Architect to compensation pursuant to Section 5.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written

(Paragraphs deleted)
authorization.

§ 4.2.2

(Paragraphs deleted)

Additional Services may be necessitated by circumstances such as (1) a change in the Initial Information; (2) changes in previous instructions or approvals given by the Owner; or (3) a material change in the Project including size, quality, complexity, or the Owner's schedule or budget.

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User Notes:

(1432578354)

§ 4.2.3 The Architect shall provide Programming Services exceeding the limits set forth in the attached proposal, Exhibit A. When the limits are reached, the Architect shall notify the Owner:
(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1

Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Owner or the Owner's consultants.

(Paragraphs deleted)

§ 4.2 The Owner shall provide the Architect data and information necessary to complete the Programming Services, such as budget, schedule, design and facility standards, environmental criteria, and other design criteria.

(Paragraphs deleted)

§ 4.3 The Owner shall identify a representative authorized to act on the Owner's behalf to participate in the information gathering process, to facilitate the programming process, and to provide, in a timely manner, decisions made by the Owner.

(Paragraph deleted)

§ 4.4 The Owner shall provide the Architect master plans, record drawings, surveys, and other data that pertain to each site or existing facility under consideration for development or redevelopment within the scope of this Agreement.

§ 4.5 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the Programming Services.

§ 4.6 The Owner shall make the Owner's personnel available to the Architect, in a timely manner, to provide information to facilitate decision-making in accordance with the programming schedule.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of

action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

to be determined and mutually agreed upon between Owner and Architect prior to any such use

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Hourly not to Exceed Sum
(Insert amount)

\$20,000 plus reimbursable expenses per 11.8

.2
(Paragraphs deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in Basic Services above

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Per our hourly rate schedule included in Exhibit A

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Per our hourly rate schedule included in Exhibit A

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

Init.

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

(Paragraphs deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % Monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- ☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

- ☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Architectural Nexus, Inc. Fee proposal dated 08-11-2020

- .3 Other documents:

(List other documents, if any, forming part of the Agreement.)

Init.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Tim Powers CEO, Humboldt General Hospital

(Printed name and title)

ARCHITECT *(Signature)*

Travis Maughan Principal, AIA, LEED AP

(Printed name, title, and license number, if required)

Init.



ARCHITECTURAL NEXUS, Inc
archnexus.com

Fee Proposal

SALT LAKE CITY

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

SACRAMENTO

930 R Street
Sacramento, California 95811
T 916.443.5911

August 11, 2020

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

RE: Lab Renovation-Pre-Design Studies

Dear Mr. Powers

Thank you for the opportunity to work with you on the remodel of the Lab at Humboldt General Hospital. We are submitting this proposal for services on the lab project we discussed with you and your team on August 7th, 2020. Following is our understanding of scope, and our proposal to accomplish the work for the board meeting on August 25th, 2020.

SCOPE OF SERVICES

Development of the two options presented at the August 7th meeting at a pre-design level. This area comprises roughly 3,000-4,000 SF of the existing lab and adjacent imaging areas, see attached Existing Diagram. Evaluation of the two options, see attached Options 1 and 2, will be with the executive team and developed to a basic bubble diagram level to set the scope of work for the project. Costs per square foot compared to a typical lab renovation will be provided as a rough budget for the project. Phasing diagrams will indicate the number of phases to capture the disruption to the areas affected. A space list will catalogue the new and old rooms affected and their square feet.

Our proposal includes only Architectural design services in Pre-Design based on existing plans provided by your team. We plan to have one on-site meeting to review existing conditions on a basic level, review adjacent available areas and refine the plan diagrams based on those findings; we anticipate two additional virtual meetings to prepare the documents for the board. The first virtual meeting will further refine the plans and we will take a first look at both bench layout and phasing. At the second virtual meeting, we will finalize the plan and phasing diagrams for the final board presentation and review anticipated costs. Once agreed upon the plan and phasing diagrams, program and cost will be packaged for presentation in either PowerPoint or PDF format. Please note that all exhibits will be conceptual in nature and subject to the final engineering review (provided in separate proposal).

Items not included in this proposed scope of work:

- 2D or 3D rendering/visualization
- Fixtures, Furniture or Equipment, Medical or otherwise, planning, design or procurement
- Engineering such as structural, mechanical or electrical
- Extensive or detailed construction cost estimating
- Detailed review of existing conditions identification (provided in separate proposal)

We anticipate the above listed scope of work will involve primarily the following Nexus team members, along with some support individuals as the need arises:

Travis Maughan, Principal, Architect

Kelly Schreihofer, Associate, Project Manager, Medical Planner

Casey Whitmill, Project Architect

FEE FOR SERVICES

We propose an **hourly not to exceed fee** for design services to a max of **\$20,000** plus any reimbursable expenses incurred during and directly related to our design services. These costs can only be exceeded at your written request for additional desired scope such as additional meetings, additional options, on-site meetings, etc. Our current hourly rates are attached for your reference.

If this proposal is agreeable and is in line with the services that you expect from us, please sign and date below and return a copy indicating approval for us to proceed.

Signature of approval/
authorization to proceed _____ Date: _____

Thank you for inviting us to be part of the team. We look forward to working with Humboldt General Hospital to help you give the best care to the community you serve. Please contact us if you have any questions or concerns.

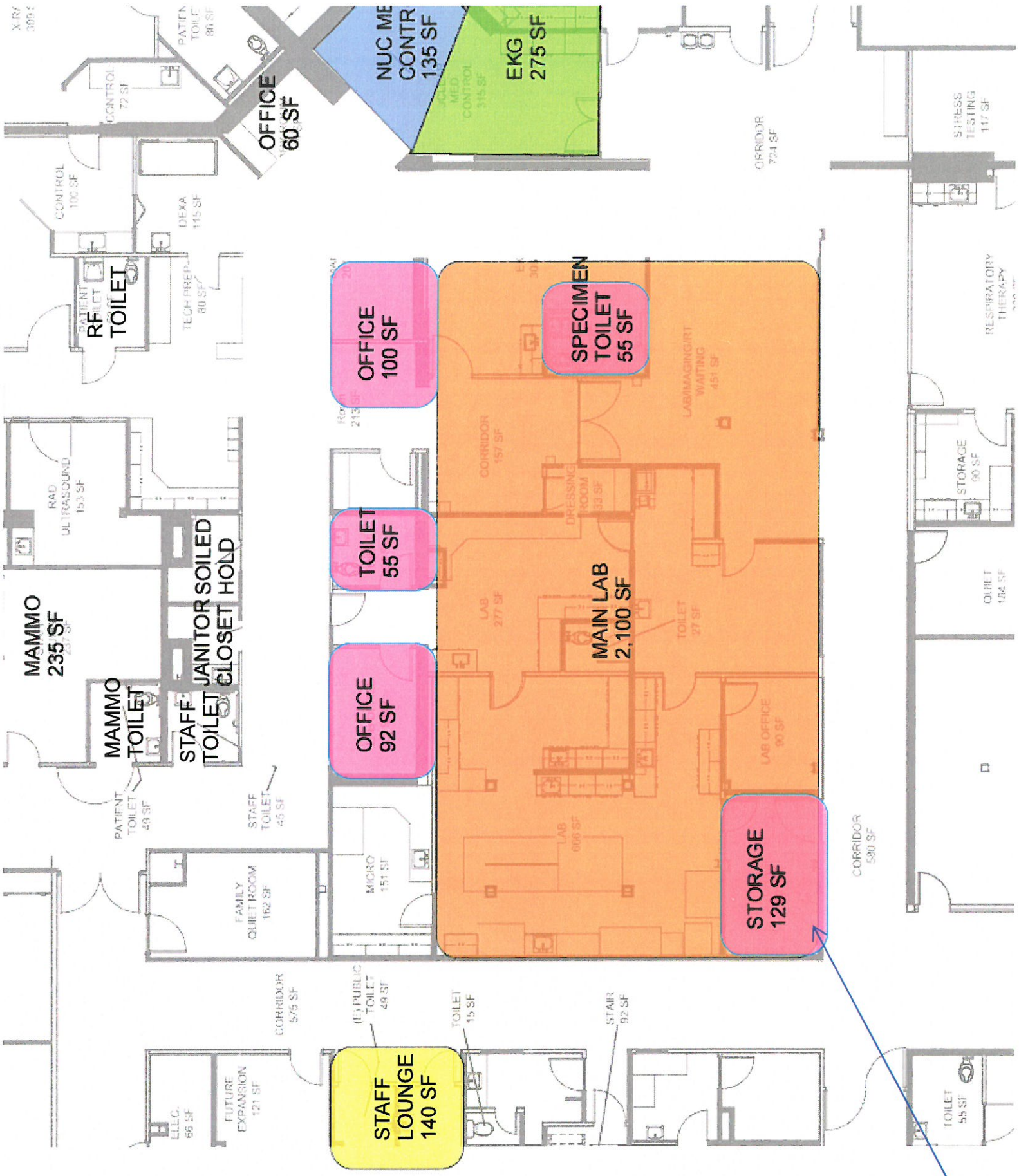
Thanks,



Travis Maughan, Principal, AIA, LEED AP

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XRX





NEEDS
'SE BY





ARCH | NEXUS

ARCHITECTURAL NEXUS, Inc.
archnexus.com

SALT LAKE CITY

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

SACRAMENTO

930 R Street
Sacramento, California 95811
T 916.443.5911

**Architectural Nexus, Inc.-Utah Hourly Billing Rates
Effective 8/1/2018**

<u>Position</u>	<u>Rate</u>
Sr. Principal Architect	\$245.00
Sr. Principal Medical Planner	\$245.00
Principal Lab Planner	\$195.00
Principal Medical Planner	\$195.00
Principal Architect	\$175.00
Principal Graphic Designer	\$175.00
BIM Manager	\$150.00
Sr. Project Architect	\$150.00
Sr. Project Manager	\$150.00
Medical Planner	\$150.00
Sr. Landscape Architect	\$130.00
Sr. Interior Designer	\$130.00
Project Manager	\$125.00
Landscape Architect	\$115.00
Sr. Energy Analyst	\$125.00
Project Architect	\$120.00
Sr. Graphic Designer	\$115.00
Job Captain	\$100.00
Administration	\$110.00
Site Designer	\$95.00
Interior Designer	\$95.00
Graphic Designer	\$95.00
Design Professional	\$95.00
Energy Analyst	\$95.00
Intern Architect	\$80.00
Production	\$80.00
Clerical	\$75.00

**Humboldt General Hospital
Board of Trustees Meeting
Date: September 27th, 2020
Agenda item: Point of Care Ultrasound**

Department: Emergency Department

Item Description: GE Healthcare- Venue GO Ultrasound System Point of Care Ultrasound system for use in the Emergency Department.

Justification:

- **Purpose:** This bedside platform point of care ultrasound will enable the physician to make immediate patient care decisions. Point of care ultrasound, POCUS, is sometimes the only option of injured persons who are too ill to be transported to other modalities or whose illness is so acute that medical decisions for their care need to be made in seconds to minutes. It is increasingly used to guide and triage care in resource limited situations; such as rural or medically underserved areas like Humboldt General Hospital; this has become more apparent with our response to Covid-19. POCUS can be used for treating/diagnosing Covid-19, also reduces risk of patient movement throughout the hospital in order to get testing completed in a fixed setting such as the radiology department. Point of care ultrasound is standard of care nationwide. Dr. Farr is trained to train providers/nurse as well as develop a POCUS program. We can utilize CARES Act funding to purchase this equipment.
- **Other vendors considered/other quotes:** Canon- Xario-100G-V2.000 for \$42,532.00
- **Return on Investment:** See attached CPT codes that will be used for future billing as this is a new service line.

Cost to purchase: \$40,404.00

Other Costs: Cerner interface from \$5000.00 to \$10,000.00

- **Service/Maintenance Agreement:** 5-year warranty at no additional cost.
- **Consumables:** none

Request: \$ 50,404.00 for the cost of the Venue Go Ultrasound System and subsequent Cerner interface.

Recommendation: Approve purchase of the Venue go Ultrasound System at a price not to exceed \$50,404.00



October 15, 2020
Quote Number: 2006695485.5
Customer ID: 1-23NRH3
Agreement Expiration Date: 11/30/2020

Humboldt General Hospital
118 E Haskell St
Winnemucca, NV 89445-3247

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

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

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

Governing Agreement:	Intalere VQ10400 - U/S
Terms of Delivery	FOB Destination
Billing Terms	80% delivery or Shipment / 20% Acceptance or Installation
Payment Terms	NET 30
Total Quote Net Selling Price	\$40,404.00
Sales and Use Tax Exemption	Certificate on File

IMPORTANT CUSTOMER ACTIONS:

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

☐ Cash

☐ GE HFS Loan ☐ GE HFS Lease

☐ Other Financing Loan ☐ Other Financing Lease Provide Finance Company Name _____

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

Humboldt General Hospital

Signature: _____

Print Name: _____

Title: _____

Date: _____

Purchase Order Number, if applicable

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

Signature: Michael Moore

Title: Sales Specialist - POC Ultrasound Clinics &
Hospitals

Date: October 15, 2020



October 15, 2020
Quote Number: 2006695485.5
Customer ID: 1-23NRH3
Agreement Expiration Date: 11/30/2020

To Accept This Quotation

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

Name: Michael Moore

Email: michael.moore@ge.com

Phone:

Fax:

Payment Instructions

Please **remit** payment for invoices associated with this quotation to:

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

FEIN: 92-0192942

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 GE Healthcare).

Quotation

Line	Qty.	Catalog	
1	1.00	H8049VG	Venue Go Ultrasound System

List Price
\$55,000.00

Net Price
\$23,100.00

"Venue Go™ is a compact ultrasound system that provides exceptional 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 forming. Venue Go's innovative features include a cleanable and intuitive 15.6" full touchscreen interface, a convenient kickstand, and a rugged design with "cords off the floor" probe storage that makes it well suited for Point of Care environments. The standard package includes: Three active probe ports, and a battery that provides up to two hours of scan time when fully charged. CrossXBeam™ (Spatial Compounding), SRI HD (Speckle Reduction Imaging in High Definition), Coded Harmonics, and Needle Recognition software which accurately reveals the structure of a needle within anatomy, without distortion of the needle and compromising the target.

Venue Go offers the Shock Toolkit that includes Auto VTI, Auto B-lines, Auto IVC and Lung Diagram Tool. The eFAST diagram tool supports efficient documentation and overview of trauma assessments. Venue Go covers the following clinical applications: abdominal (GYN and Urology), thoracic/pleural, ophthalmic, Fetal/OB, Small Organ (including breast, testes, thyroid), Peripheral vascular, neonatal and adult cephalic, pediatric, musculoskeletal, (conventional and superficial), cardiac (adults and pediatric), Transrectal, Transvaginal, intraoperative, Transesophageal, and imaging guidance of interventional procedures (e.g. Nerve block, vascular access). The following scanning modes are included: B-mode, M-Mode, Anatomical M-Mode, Color Flow Mode, Power Doppler, Continuous Wave Doppler, Pulse Wave Doppler, and Tissue Doppler Imaging (TDI).

Additional workflow features such as Raw Data for post-processing of images, Automatic Optimization, and Virtual Convex help to boost efficiency. Communication and data transfer inclusions are DICOM* 3.0 Connectivity, as well as WiFi capability. All user manuals are supplied in electronic on a USB Software media. An AC adaptor and power cord are also included standard with the system. 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's obligation to provide the training will expire without refund. Venue Go'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. The Venue Go cart, mounting cradle, accessories, peripherals, 6Tc-RS TEE probes, or batteries purchased with the Venue Go system are covered for 12 months. For an additional charge, GE Healthcare may provide planned maintenance, and/or coverage for accidental damage. *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	H4110JA	Demo Equipment

List Price
\$0.00

Net Price
\$0.00

This document describes an offer to sell demo ultrasound equipment. Demo ultrasound equipment has not been used to obtain patient outcomes. GE has full legal title to such equipment and conveys such title to customer free and clear of all liens and encumbrances. Pricing set forth in this quote is not valid for new equipment. Subject to availability. In the event that the demo Components (options, accessories, peripherals, probes or carts) are unavailable at the time of fulfillment, GE shall have the right to substitute new Components for any demo Components ordered. Ultrasound equipment sold as demo is sold with the same warranty as new equipment, as noted in section 1.1 of the warranty statement or in the long description of the system on the quote. Probes sold with the system also receive the same warranty as the systems they are purchased with.

Line	Qty.	Catalog	
3	1.00	H45041DL	3SC-RS Phased Array Probe

List Price
\$9,500.00

Net Price
\$3,990.00

Wideband Phased Array Probe. Applications vary depending on the ultrasound system and may include Cardiac, Pediatric Cardiology, Coronary, Fetal Heart, Adult Cephalic, Abdominal, and Renal. Datasheets for specific ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications.

Line	Qty.	Catalog	
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October 15, 2020
Quote Number: 2006695485.5
Customer ID: 1-23NRH3
Agreement Expiration Date: 11/30/2020

4 1.00 H48062AB L4-12t-RS Linear Array Probe

List Price
\$13,900.00

Net Price
\$5,838.00

Wideband Linear Array Probe. Configurable button functions enable single person control, simplifying interventional procedures. Applications vary depending on the ultrasound system and may include Vascular, Pediatric, Neonatal, Small Parts, Nerve Block, MSK, Rheuma, and ER (Pleural, Ophthalmic). Datasheets for specific ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications.

Line	Qty.	Catalog
5	1.00	H40482LJ

C1-5-RS Wideband Convex Array Probe (USA PoC Only)

List Price
\$12,500.00

Net Price
\$5,250.00

Wideband Convex Array Probe. Applications vary depending on the ultrasound system and may include Abdominal, OB/GYN, Urology, Pediatric, Neonatal, Nerve Block, MSK, and ER (FAST Pleural). Only for sale in USA PoC. Datasheets for specific ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications. Only for sale in USA PoC.

Line	Qty.	Catalog
6	1.00	H45181PC

Venue Go B&W Sony Printer UP-D898DC Kit

List Price
\$1,400.00

Net Price
\$588.00

GE Healthcare's Venue Go Sony Printer UP-D898DC Printer Kit includes : The UP-D898DC compact A6 medical-grade black-and-white digital printer, Venue Go Cart Printer Power adaptor, and the Venue Go Cart printer bracket that attaches the printer to the Venue Go cart. The position of the bracket below the Multipurpose Handle allows for easy access throughout the vertical range of the Venue Go Cart.

Line	Qty.	Catalog
7	1.00	H8049GC

Venue Go Adjustable Cart with power cord

List Price
\$3,900.00

Net Price
\$1,638.00

Quickly turn your compact Venue Go into a fully functional console-based product with the advanced Venue Go cart. The Venue Go cart comes standard with the Venue Go mountable cradle, VESA mounting plate with display swivel, tilt, rotate adjustment, a multipurpose handle to make transportation easy with forward and rear handles, convenient vertical paddles that adjust system height, cord management channels, customizable probe, gel, or barcode holders, a large removable storage basket and modularly designed areas for printer and ECG add-ons. Wall power is supplied by a covered "back pack" design that protects the included AC adaptor. A power cord is also included. Venue Go 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.

Total Quote List Price: \$96,200.00

Total Quote Net Selling Price \$ 40,404.00

Optional Financing

Please initial to indicate interest to finance

Finance Options	Term	Monthly Payment Amount *	Initial
FMV Lease (Fair Market Value)	60 Months	\$638.41	

*** MONTHLY PAYMENT AMOUNT DOES NOT INCLUDE APPLICABLE TRADE-IN VALUES, TAXES, or LOGISTICS SURCHARGE**

For additional financing options or questions, please reach out to your Healthcare Financial Services representative **Mary Ban on (262) 798-4434 or mary.ban@ge.com**.

Financing above to be provided by GE Healthcare Financial Services, a component of GE HFS, LLC ("GEHFS"). To express interest to finance, please initial by preferred option and fill out the attached Finance Application.

This is not a binding commitment on the part of GEHFS or any person to provide financing and any such commitment would be in a separate written lease contract signed by GEHFS following satisfactory completion of GEHFS' due diligence, internal review and approval process (which approvals have not yet been sought or obtained). Nothing herein is to be construed as constituting tax, accounting or legal advice by GEHFS to any person. Unless and until separate financing is agreed to by the parties, the GE Healthcare payment and billing terms set forth in the Quotation will continue to apply.

All pricing is subject to final investment and credit approval. This proposed financing does not include applicable trade-in values, any optional items selected, coverage for optional service, taxes or logistic surcharge.

All monthly payments are in arrears and subject to an increase for any and all applicable taxes. The monthly payments presented above are estimates calculated, in part, using an interest rate based on our cost to acquire the funds required to purchase the equipment as of the date hereof and remain subject to change. Your lease contract will reflect any such change and we will communicate any such change to you. If a monthly payment is provided on or before December 31st of any calendar year, but the lease does not commence until on or after January 1st of the following calendar year, the monthly payments may be adjusted by GEHFS to preserve its after-tax economic yields and cash flows and you will be notified of any such adjustments.

GEHFS reserves the right to syndicate this financing to a financing partner and may make available to such financing partner any information provided (including any third-party credit report(s)) provided to or obtained by GEHFS in connection with this financing. You hereby authorize GEHFS to file an initial Uniform Commercial Code financing statement that identifies the equipment or any other assets subject to this proposed financing. If for any reason the proposed financing is not approved or funded, upon your satisfaction in full of all obligations to GEHFS, GEHFS will cause the termination of such financing statements.



Transaction Overview & Business Profile

Equipment Description:	_____	New	Used	Upgrade Vendor:	_____
Term:	12 24 36 48 60 Other: _____				
Purchase Option:	FMV \$1 Other: _____				
Legal Name:	_____				
Entity:	Corporation LLC Partnership Sole Proprietor Professional Entity Government Other: _____				
Tax Exempt:	YES NO (If YES, please attach sales tax exemption certificate.)				
Federal Tax ID #:	_____	Date Established:	_____	Registered State:	_____
d/b/a Name:	_____		Gross Annual Revenue:	_____	
Company Website:	YES NO Direct Link: www. _____	# of Physicians:	_____		
Contact Name:	_____	Contact Email:	_____	Contact Phone #:	_____
Business Address:	_____			Phone #:	_____
Equipment Site Address:	_____			Phone #:	_____

Ownership Profile

Number of Principals:	_____	Development Company:	YES NO	Management Company:	YES NO
Related or Affiliated Entities:	_____				

Corporate Principals/Guarantors

Name:	_____	Federal Tax ID #:	_____	Ownership %:	_____
Name:	_____	Federal Tax ID #:	_____	Ownership %:	_____
Name:	_____	Federal Tax ID #:	_____	Ownership %:	_____
Name:	_____	Federal Tax ID #:	_____	Ownership %:	_____

Individual Principals/Guarantors

Name:	_____					D/O/B:	_____
Social Security #:	_____	Ownership %:	_____	Physician:	YES NO	Years of Industry Experience:	_____
Name:	_____					D/O/B:	_____
Social Security #:	_____	Ownership %:	_____	Physician:	YES NO	Years of Industry Experience:	_____
Name:	_____					D/O/B:	_____
Social Security #:	_____	Ownership %:	_____	Physician:	YES NO	Years of Industry Experience:	_____
Name:	_____					D/O/B:	_____
Social Security #:	_____	Ownership %:	_____	Physician:	YES NO	Years of Industry Experience:	_____

***If more principals/guarantors than space allows, please attach itemized disclosure including names and ownership percentages**

Applicant hereby authorizes the release of business and/or personal credit information to (1) General Electric Company, GE HFS, LLC and their affiliates, successors and assigns (individually and collectively, "GE"), from any source including credit bureau reporting agencies and Applicant's bank for the purpose of extending credit, (2) Equipment Vendor it's successors and assigns, any purchaser or potential purchaser of GE's interest in this application and any resulting agreement between Applicant and GE, and/or (3) any credit reporting agency. Applicant hereby represents all information contained in this application and authorization is true, correct and complete. A photostatic copy of this application and authorization shall be valid as the original. Signer represents and warrants that he or she is authorized to execute this authorization and release regarding credit information on behalf of the Applicant. Applicant hereby authorizes GE (or its designee, assignee or potential assignee) to execute and file any UCC financing statements in its name upon approval of the application. Applicant and any guarantor(s) expressly consent(s) to the contact by GE (or its designee, assignee or potential assignee) at the email addresses and phone numbers listed on this application.

By signing this application, the undersigned authorizes GE (or its designee, assignee or potential assignee) to require the undersigned's guarantee as a condition of the approval of this credit application as deemed necessary by GE (or its designee, assignee or potential assignee) in its sole discretion.

Authorization to Obtain Consumer Credit Report: By signing below, each undersigned individual, who is either a principal of Applicant or personal guarantor of its obligations, provides written instruction to GE or its designee (and any assignee or potential assignee thereof) authorizing review of his or her personal credit profile from a national credit bureau. Such authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal or extension of such credit and for reviewing or collecting the resulting account. A photostatic or facsimile copy of this authorization shall be valid as the original.

IF MORE THAN ONE INDIVIDUAL (NON-ENTITY) LESSEE: It is our intent to apply for joint credit _____ (each individual (non-entity) Lessee to initial in space provided)

Signature:	X _____	Signature:	X _____
------------	---------	------------	---------

Name:	_____	Date:	_____	Name:	_____	Date:	_____
(Please Print Here)				(Please Print Here)			

Signature:	X _____	Signature:	X _____
------------	---------	------------	---------

Name:	_____	Date:	_____	Name:	_____	Date:	_____
(Please Print Here)				(Please Print Here)			

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580. If your application for business credit is denied or conditionally approved, you have the right to a written statement of the specific reasons for the denial or the conditional approval. To obtain the statement, please send a written request to GE HFS, LLC, ATTN: Risk Manager, 9900 Innovation Drive Wauwatosa, WI 53226 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial or condition within 30 days of receiving your request for the statement. Please save a copy of this document for future reference.

Establishing a relationship with GE: To help the United States Government fight terrorism and money laundering, it is GE's policy to request information that identifies each person or business that establishes a relationship with us. Therefore, for businesses, we will ask for your business name, street address and taxpayer identification number. For individuals, we will ask for your name, street address, date of birth and Social Security number. Thank you for your cooperation.

GPO Agreement Reference Information

Customer:	Humboldt General Hospital
Contract Number:	Intalere VQ10400 - U/S
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 - U/S

CPT Code	CPT Code Descriptor	2020 Medicare Physician Fee Schedule - National Average*	2020 Hospital Outpatient Prospective Payment System (OPPS)	
		Professional Payment	APC Code	APC Payment
76604	Ultrasound, chest, (includes mediastinum) real time with image documentation.	\$29.59	5522	\$112.08
76705	Ultrasound, abdominal, real time with image documentation; limited (e.g., single organ, quadrant, follow-up)	\$29.95	5522	\$112.08
76775	Ultrasound retroperitoneal (e.g., renal, aorta, nodes), real time with image documentation; limited	\$29.59	5522	\$112.08
76815	Ultrasound, pregnant uterus, real time with image documentation, limited (e.g., fetal heart beat, placental location, fetal position and/or qualitative amniotic fluid volume), one or more fetuses	\$33.20	5522	\$112.08
76817	Ultrasound, pregnant uterus, real time with image documentation, transvaginal	\$38.25	5522	\$112.08
76830	Ultrasound, transvaginal	\$35.37	5522	\$112.08
76857	Ultrasound, pelvic (non-obstetric), or real time with image documentation; limited or follow-up (e.g., for follicles)	\$25.26	5522	\$112.08
+76937	Ultrasonic guidance for vascular access requiring ultrasound evaluation of potential access sites, documentation of selected vessel patency, concurrent real time ultrasound visualization of vascular needle entry, with permanent recording and reporting	\$14.80	Packaged Service	No Separate Payment
76942	Ultrasonic guidance for needle placement (e.g., biopsy, aspiration, injection localization device), imaging supervision and interpretation	\$32.48	Packaged Service	No Separate Payment
93308	Echocardiography, transthoracic, real time with image documentation (2D)	\$26.35	5523	\$233.04



CANON MEDICAL SYSTEMS USA, INC.

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QUOTATION/ORDER SUMMARY

DATE: 10/7/2020
SID #: 30074098
QUOTE #: 141622-2

PRESENTED TO:

HUMBOLDT GENERAL HOSPITAL
118 E HASKELL ST
WINNEMUCCA, NV. 89445

XARIO-100G-V2.000

XARIO 100G ULTRASOUND IMAGING SYSTEM

This quotation shall remain valid until December 31, 2020.

All prices are F.O.B. destination.

Payment terms are: Cash - 0% down payment, 80% upon shipment, 20% net 30 days upon completion of installation and/or availability for first use, whichever is earlier.

This quotation/order will be subjected to the Agreement for Ultrasound equipment products between Intalere and Canon Medical Systems USA, Inc., Reference contract no. VQ10220

Please return signed quotation to Canon Medical Systems USA, Inc. by email OrderAdmin@us.medical.canon or fax 714-441-9320.

ACCEPTED AGREED AND ORDERED:

PURCHASER'S SIGNATURE/TITLE

DATE

CANON MEDICAL SYSTEMS REP

DATE

All information contained in this quotation is confidential and may not be disclosed to any third party without Canon Medical Systems' prior written consent.



CANON MEDICAL SYSTEMS USA, INC.

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EQUIPMENT SUMMARY:

XARIO-100G-V2.000

XARIO 100G ULTRASOUND IMAGING SYSTEM

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>	
	1	XARIO 100G ULTRASOUND IMAGING SYSTEM	
	1	CONTROL PANEL HEIGHT KIT (ADDS 10 CM)	
	1	APLIPURE+	
	1	PRECISION IMAGING	
	1	DIFFERENTIAL TISSUE HARMONIC IMAGING (D-THI)	
	1	BATTERY PACK	
PLU-704BT	1	MULTI-FREQUENCY LINEAR TRANSDUCER, VASCULAR (11L4)	
PSU-25BT	1	MULTI-FREQUENCY SECTOR TRANSDUCER, CARDIAC, TCD (5S1)	
PVU-375BT	1	MULTI-FREQUENCY CONVEX TRANSDUCER (6C1)	
UIWL-X200A/ AA	1	WIRELESS LAN KIT (FIPS 140-2 COMPLIANT WITH WINDOWS 10 OS)	
USDI-X200A/EL	1	DICOM	
UEBT-BAT.100	1	KIT FOR BATTERY 2	
	1	BATTERY PACK	
UZBK-X200A	1	BASKET KIT	
UZGW-007A	1	GEL WARMER	
TOTAL QUOTE PRICE			\$42,532.00
Applicable Sales Tax Additional			



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PURCHASABLE OPTIONS:

Please initial next to the option item you would like to purchase. Selected purchasable options will increase the total quote price by the noted "ADD" dollar amount listed on the item line:

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>ADD</u>	<u>INITIALS</u>
UP-D898DC/XARIOG.100	1	DIGITAL GRAYSCALE PRINTER PACKAGE	\$2,226.00	_____



CANON MEDICAL SYSTEMS USA, INC.

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FINANCE OPTIONS:

Finance options are available through Canon Medical Finance USA, a program of Canon Medical Systems USA, Inc.

CANON MEDICAL FINANCE USA OFFERINGS:

- Fair Market Value, \$1.00 Buy Out (Lease to Own), and Loan structures
- Finance terms ranging from 12 months to 84 months
- Financing for 3rd party assets (including, but not limited to leasehold improvements & I.T.)

CANON MEDICAL FINANCE USA BENEFITS:

- No progress payments. Payments begin after delivery and installation
- Upgrades to the current technology platform can be financed.
- Flexible finance structures, such as deferred payments, tiered repayments, and bridge financing, to meet cash flow needs

Finance options are subject to credit underwriting, approval, and a fully executed contract.

For more information, please contact Trish Malone, Dir. Financial Programs at:

tmalone@us.medical.canon or +1 714 669 1226

XARIO-100G-V2.000**XARIO 100G ULTRASOUND IMAGING SYSTEM**

Canon's Xario™ 100G ultrasound system enables provision of high quality patient care with a small, compact ultrasound system. Mobility is enhanced by a standard battery providing up to 2 hours of scantime, which can be increased up to 4 hours when using one additional rechargeable battery. Canon's High-density beamformer architecture uses advanced digital signal-processing technology. With its advanced imaging technologies the Xario 100G delivers outstanding clinical performance for routine and advanced studies in a wide range of clinical applications. Standard features include DICOM, Tissue Doppler Imaging, ApliPure+, Precision Imaging™, Differential Tissue Harmonic Imaging and Trapezoid Imaging, while the Touch Command screen adds operational flexibility and ease-of-access.

STANDARD COMPONENTS/IMAGING FEATURES

- • 21.5-inch wide LCD monitor
- • 8.4" Programmable, touch-command screen
- • Scan depth of up to 40 cm (transducer dependent).
- • DVD/CD drive
- • D-THI
- • ApliPure+™ - enhances the display of boundaries between tissues and reduces speckle noise and acoustic shadows
- • Precision Imaging - assists in reducing noise, image speckle and increases the visibility of tissue
- • Trapezoid Scan
- • Quick Scan - automatic, real-time, adjustment of gain and TGC in 2D and spectral Doppler
- • DICOM
- • Full keyboard
- • BEAM - enhances visualization of the needle during linear transducer biopsies
- • Probe connect holder
- • Windows 10
- • Security management kit with whitelisting and anti-virus functions

Connectivity

Extensive communication and data management capabilities enable seamless integration into hospital and research environments including the following DICOM functions:

- DICOM data type
 - US Image (still image)
 - US Multi Frame (dynamic image)
 - SC Image (storage in a separate file)
 - Enhanced US Volume (Volume data image)
 - Structured Report (measurement result information)
- Server connection

- Storage (Server/Media)
 - MWM (Modality Worklist Management)
 - MPPS (Modality Performed Procedure Step)
- Storage function
 - Storage Commitment
 - Query/retrieve
- Standard conformity check function
 - Verification (export/import)
- Print function
 - DICOM Print

Image Maker Express

Image Maker Express is an online marketing resource that helps Canon Medical Systems customers build demand for imaging service by growing their referring physician and patient relationships. Image Maker Express includes:

- • Easy-to-use marketing resources and tools developed exclusively for Canon Medical Systems customers to bring together effective marketing strategies and tactics.
- • A wealth of collaterals and content to create high-quality brochures, print ads and more to help market the Canon Medical Systems customer's new imaging capabilities.

Image Maker Express Materials available include:

- Product images and logos
- Clinical images and videos
- PowerPoint presentations and promotional videos
- Brochure samples
- Customizable press releases and media tips
- Marketing strategy tutorials

**Offerings may vary per product*

APPLICATIONS SUPPORT

Developed with customer input, Canon Medical Systems' innovative support programs have resulted in increased customer satisfaction. These include the following:

Technical Assistance

Customer support specialists are available 24/7 to help resolve technical issues in real time. Application support specialists are also available to assist staff with protocol and image-quality issues.

Local Customer Teams

A single call mobilizes a local team of Canon Medical Systems customer engineers. With an average of 10 years of Canon Medical Systems experience and 105 hours of specialized training, they can resolve almost any performance issue.

Parts Support

A complete inventory of product parts is ready for shipment when and where they are needed, any time of day or night.

Training

Included with the purchase of Aplio is training conducted by Canon Medical Systems applications specialists registered with the American Registry of Diagnostic Medical Sonographers (ARDMS).

Training includes:

- • Two days of on-site applications training
- • One day of on-site follow-up applications training
- • Free access to www.healthysonographer.com website for the latest information on how to optimize your scanning environment and minimize your risk of WRMSDs, particularly using Canon systems (the Healthy Sonographer Platform™).
- • Optional on-site HealthySonographer Certification program (additional cost)
-
- The training is offered to the Customer at no charge, providing that it is completed no later than one (1) year after the warranty start date.

Additional On-Site Training

Available for purchase.

COMPONENT SUMMARY:

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
	1	XARIO 100G ULTRASOUND IMAGING SYSTEM
	1	CONTROL PANEL HEIGHT KIT (ADDS 10 CM) Panel kit that increases the height of the control panel by 10 cm.
	1	APLIPURE+ ApliPure+ provides an outstanding level of image uniformity and detail in every mode. ApliPure+ real-time compounding combines the advantages of spatial and frequency compounding while preserving clinically significant markers that gives diagnostic confidence.
	1	PRECISION IMAGING Precision Imaging is a multi-resolution signal-processing technique. It enhances the definition of structures and sharpens borders to separate clinical information from clutter and noise for a more accurate representation of patient anatomy.
	1	DIFFERENTIAL TISSUE HARMONIC IMAGING (D-THI) An exclusive patented technology, D-THI works with BT technology transducers. It provides improved visualization and definition of lesions, cysts and subtle tissue characteristics while scanning at increased depth and on difficult-to image patients.
	1	BATTERY PACK The battery pack provides operational power without being connected to a power outlet. The system requires at least one battery installed to enable operation.
PLU-704BT	1	MULTI-FREQUENCY LINEAR TRANSDUCER, VASCULAR (11L4) Multi-Frequency Linear Transducer, Vascular (11L4) Model: PLU-704BT Imaging Frequencies: Xario 200 Platinum/ Xario 200G: 4.8 – 11.0 MHz Xario 100 Platinum/Xario 100MX/Xario 100G: 4.8 – 11.0 MHz Field of View: Approx. 38mm Use: Peripheral vascular (carotid, lower leg), small parts, MSK Biopsy kit/adapter: 680-107, 680-087, 610-608 Reusable biopsy adapter: N/A Prerequisite: Xario 100 (includes Platinum edition) V1.0 or later Xario 200 (includes Platinum edition) V1.0 or later

Xario 100G V1.1 or later
Xario 200G V1.1 or later

PSU-25BT **1** **MULTI-FREQUENCY SECTOR TRANSDUCER, CARDIAC, TCD (5S1)**
 Multi-frequency sector transducer for adult cardiac imaging.

PVU-375BT **1** **MULTI-FREQUENCY CONVEX TRANSDUCER (6C1)**
 Multi-Frequency Convex Transducer (6C1)

Model: PVU-375BT

Imaging Frequencies:

Xario 200 Platinum/ Xario 200G: 1.9 – 6.0 MHz

Xario 100 Platinum/Xario 100MX/Xario 100G: 1.9 – 6.0 MHz

Footprint/Curvature: Approx. 50 mm

Field of View: Approx. 70 degrees

Use: Abdominal, fetal, pediatric

Biopsy kit/adapter: 680-105, 680-085, 610-608

Reusable biopsy adapter: N/A

Prerequisite:

Xario 100 (includes Platinum edition) V1.0 or later

Xario 200 (includes Platinum edition) V2.0 or later

Xario 100G V1.1 or later

Xario 200G V1.1 or later

UIWL-X200A/AA **1** **WIRELESS LAN KIT (FIPS 140-2 COMPLIANT WITH WINDOWS 10 OS)**
 Option kit for connecting to a DICOM network via a wireless LAN. FIPS 140-2 Compliant with Windows 10 Operating System.

Prerequisite:

Xario 100/200 V4.0 or later is required.

Xario 100G V1.1 or later

Xario 200G V1.1 or later

FIPS Compliant with Windows 10 OS Prerequisite:

Xario 100/200 V6.1 or later is required.

Xario 100G V2.0 or later

Xario 200G V2.0 or later

USDI-X200A/EL **1** **DICOM**
 Supports a variety of timed and gated multi-frame DICOM capabilities including:

- Verification SCU/SCP
- Storage SCU
- Modality Worklist Management SCU to support operations with HIS/RIS systems

- Storage SCU to allow studies to be stored to Aplio from remote systems such as Storage Commitment SCU and MPPS SCU workflow management and data

UEBT-BAT.100	1	KIT FOR BATTERY 2
	1	BATTERY PACK The battery pack provides operational power without being connected to a power outlet. The system requires at least one battery installed to enable operation.
UZBK-X200A	1	BASKET KIT
UZGW-007A	1	GEL WARMER Gel Warmer - This unit warms the ultrasound gel to a suitable temperature.



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OPTIONS

UP-D898DC/XARIOG.100 DIGITAL GRAYSCALE PRINTER PACKAGE

PRODUCT WARRANTY AND SERVICE COVERAGE

SYSTEM WARRANTY TERMS

Canon Medical Systems warrants that the Equipment will be free from defects in material and workmanship, for the duration and subject to the terms and conditions stated below. Any part furnished to Customer during the warranty period (stated in the table below) to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the Equipment.

The warranty period will commence on the date the installation of the product is complete. Notwithstanding the foregoing, in the event that the installation of the product is delayed for a total of thirty (30) days or more from the date of delivery for any reason or reasons for which Canon Medical Systems is not responsible, the warranty period for such product may, at Canon Medical Systems' option, commence on the thirtieth (30th) day from the date such product is delivered to Customer.

WARRANTY EXCLUSIONS

Warranty coverage does not include any defect which results, in whole or in part, from (1) negligent storage or handling of the product by Customer, its employees, agents, or contractors, (2) failure of Customer to prepare the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Canon Medical Systems, (3) absence of any product, component, or accessory recommended by Canon Medical Systems but omitted at Customer's direction, (4) any design, specification or instruction furnished by Customer, its employees, agents, or contractors, (5) any alteration of the product by persons other than Canon Medical Systems, (6) combining Canon Medical Systems' product with any product furnished by others that is not approved by Canon Medical Systems, (7) combining incompatible products of Canon Medical Systems, without Canon Medical Systems' prior approval, (8) improper use of the product, improper maintenance of the product by a party other than Canon Medical Systems, or failure to comply with any applicable instructions or recommendations of Canon Medical Systems, or (9) acts of God, fires, floods, strikes or other labor disturbances, or other causes beyond the reasonable control of Canon Medical Systems.

Canon Medical Systems does not warrant any products not manufactured by Canon Medical Systems such as, without limitation, monitors, and computer equipment. Such items will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems.

Warranty coverage also excludes consumables, including but not limited to accessories, batteries, storage media, power units, and printer consumables.

REMEDIES

If Canon Medical Systems determines that any product fails to meet the above-mentioned warranty during the applicable warranty period, Canon Medical Systems will correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Customer any defective or nonconforming parts of the product. Canon Medical Systems will have the option to furnish either new or remanufactured replacement parts or assemblies. However, remanufactured parts will meet the manufacturer's specifications for new components as of the date of completion of installation. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems.

SOFTWARE UPDATES

Canon Medical Systems will furnish to Customer, free of charge for the life of the Equipment, all Canon Medical Systems software or hardware upgrades to the Equipment purchased by Customer, which are intended to correct a safety risk. Software updates offering enhancements to previously purchased software features will be provided during the term of the warranty, if they do not require hardware modifications or additions. Software upgrades providing new features or capabilities not originally purchased, will be made available for purchase by Customer upon request when compatible with the originally purchased hardware. Canon Medical Systems retains the sole right to determine whether a software release is considered an update or an upgrade for which Customer will be charged. The above items will be performed only during the Covered Hours stated in the warranty. Service required outside these hours will be billed at Canon Medical Systems' differential rates in effect at the time such items are provided to Customer.

WARRANTY SERVICE

Warranty service during the applicable warranty period will be performed without charge to Customer during Canon Medical Systems' normal business hours, Monday through Friday, excluding Canon Medical Systems holidays. Subject to the availability of personnel, after-hours service is available upon request at an additional charge.

Customer must promptly notify Canon Medical Systems within the applicable warranty period of any defect that is covered by the warranty, and make the Equipment promptly available for repair and maintenance.

DISCLAIMERS AND LIMITATIONS ON LIABILITY

Canon Medical Systems' obligations stated above will be Customer's sole and exclusive remedy for a breach of the warranty set forth above. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Canon Medical Systems does not warrant that the operation of the Equipment will be uninterrupted.

WARRANTIES BY PRODUCT LINE

ITEM TYPE	ULTRASOUND
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CANON MEDICAL SYSTEMS USA, INC.

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EQUIPMENT	12 Months
ACCESSORY OPTIONS	6 Months
REPLACEMENT & OPTIONAL PARTS*	90 Days
UPGRADE COMPONENTS	12 Months
TRANSDUCERS	12 Months

* The above 90-day period applies only to parts that are not furnished pursuant to a warranty repair for the Equipment. Any part furnished to Customer during the warranty period to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the System.

TERMS AND CONDITIONS OF SALE

1. **TITLE AND RISK OF LOSS.** Title and risk of loss to the Equipment purchased under this Agreement will pass to Customer: (a) if Canon Medical Systems is to provide installation, upon Canon Medical Systems' completion of installation, or (b) if Canon Medical Systems will not provide installation, upon delivery by Canon Medical Systems to Customer.

2. **TERMS OF PAYMENT.** Prices stated are F.O.B. Customer's facility. All taxes which are payable by Canon Medical Systems in connection with the sale, use, or possession of the Equipment (excluding income taxes), will be paid by Customer in addition to the quoted price. Terms of payment will be as stated in the first page of this Quotation. All invoices paid after due date will be assessed a late payment charge of the lesser of 1 1/2% per month or the maximum rate permitted by law.

3. **DELAYS.** If Customer changes the scheduled delivery date during the period of 120 days preceding the delivery date, Customer will nevertheless pay the installment of the purchase price which would have been payable upon delivery, on the Scheduled Delivery Date as if delivery had been made on such date. In addition, Customer will pay all extra costs incurred by Canon Medical Systems as a result of such delay, including, without limitation, storage and transportation. Storage fees will be charged at commercially comparable rates for storage on Canon Medical Systems' site. If delivery is delayed by 12 months or more from the Scheduled Delivery Date, except through the fault of Canon Medical Systems, the price set forth in this Agreement may be increased by Canon Medical Systems to a level equal to the prevailing price in effect at the time of the revised delivery date.

4. **EQUIPMENT INSTALLATION.** Canon Medical Systems will provide, at no additional cost, standard labor and rigging services to unload the Product from the transport vehicle and move to the final position. The shoring of floors, the widening of doorways, and other nonstandard rigging requirements will be negotiated between the Canon Medical Systems and Customer separately if it is determined they are required. Canon Medical Systems will install all Equipment purchased under this Agreement and connect them to existing power and/or plumbing lines at no additional charge to Customer. Customer will be responsible for electrical wiring, plumbing, carpentry, plastering, painting, or all other site preparation required prior to installation and connection of the Equipment by Canon Medical Systems. Customer will provide space at the installation site for the safe storage of Canon Medical Systems' tools, test equipment and other materials used for installation at no charge to Canon Medical Systems. Customer shall, at its cost, obtain all permits and licenses required by governmental authorities in connection with the installation and operation of the Equipment. Customer acknowledges that the System and Software are designed to operate within certain power, temperature, airborne contamination, and humidity ranges. Customer will be responsible for, without limitation: (i) preparing and maintaining the Customer facility in conformance with the Site Preparation Guide; (ii) maintaining its network infrastructure; (iii) providing Canon Medical Systems, access to a network connection in or near the area of the System being serviced by the equipment service staff; and (iv) supplying computer grade AC power. The Equipment relies upon a stable grounded connection to the main power grid in order to function effectively. Customer acknowledges that AC power supply quality may be a problem in old facilities or in those facilities receiving poor quality utility service and that power conditioning may be necessary in such cases.

5. **EQUIPMENT OPERATION.** Customer agrees that all Equipment purchased under this Agreement will be operated exclusively by duly qualified technicians and/or medical doctors in a safe and reasonable manner in accordance with Canon Medical Systems' written instructions, applicable laws and regulations, and for the purposes for which such Equipment was intended.

6. **LIMITED WARRANTY AND REMEDY.** A. For the warranty period described below by product, Canon Medical Systems, as its only obligation, will replace or repair, without charge to Customer during Canon Medical Systems' normal working hours (if Customer requests warranty service outside such hours, Customer will pay overtime premium for labor), any component of the Equipment that is defective in materials or workmanship, provided such defect is reported to Canon Medical Systems within the warranty period. Canon Medical Systems' warranty period is as follows: (a) Systems and Major Components - one year from date of completion of installation; (b) Accessories/Options (except glassware) - six months from date of completion of installation. Components not manufactured by Canon Medical Systems will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems. During the warranty period, Canon Medical Systems will furnish free of charge any parts, including software required to correct any defect in the Equipment or as required under applicable laws.

B. Canon Medical Systems does not warrant that the operation of the Equipment of the System will be uninterrupted. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems. Replacement parts may be re-manufactured. However, such parts will meet the manufacturer's specifications for new components as of the date of completion of installation. CANON MEDICAL SYSTEMS' OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PARTS OR SOFTWARE WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SET IN THIS AGREEMENT. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The warranty set forth in this Agreement will not apply to, and Canon Medical Systems will not be liable for any defects resulting from misuse, repairs performed by unauthorized third parties, accidents, acts of God, or neglect of anyone other than Canon Medical Systems.

7. **LATEST HARDWARE AND SOFTWARE AT TIME OF DELIVERY.** Canon Medical Systems agrees that the Equipment ordered by Customer will, at the time of delivery to Customer, contain, at no additional charge to Customer, the latest hardware and software manufactured by Canon Medical Systems for such Equipment that are commercially available in the United States and which are provided as part of Canon Medical Systems' standard configuration for such Equipment at the time of delivery. This commitment applies only to components and not an upgrade to the entire system. Furthermore, it is limited to hardware and software that (a) have been ordered by Customer, and not any optional or other items that were not ordered by Customer, and (b) are cleared by the FDA as of the date of delivery of the Equipment. This clause does not apply to Assure, Demonstration or Used Equipment.

8. **LIMITATION OF LIABILITY.** A. NEITHER CANON MEDICAL SYSTEMS NOR CUSTOMER WILL UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, EVEN IF EITHER PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

B. IN NO EVENT WILL CANON MEDICAL SYSTEMS' LIABILITY TO THE CUSTOMER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO CANON MEDICAL SYSTEMS UNDER THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH ABOVE WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY EQUIPMENT DEFECTS.

9. **SECURITY INTEREST.** Canon Medical Systems hereby reserves and Customer grants to Canon Medical Systems a security interest pursuant to the Uniform Commercial Code, in and to the Equipment (and all products and proceeds of it) until full payment of the purchase price is received. In the event that Customer finances its acquisition of the Equipment through a lease, conditional sale contract, secured loan agreement or other financing agreement (collectively, "Lease") with Canon Medical Systems, then the security interest in the Equipment (and all products and proceeds thereof) shall secure all obligations of Customer due and to become due under the Lease.

10. **REMOVAL OF EQUIPMENT.** Until Canon Medical Systems has received full payment of the purchase price, Customer will not remove all or any part of the Equipment from Customer's premises, nor will Customer sell, lease, transfer or otherwise part with the possession of, or permit any lien or encumbrance to be placed on all or any part of the Equipment.

11. **TRADE-IN.** If this quotation includes the trade-in of Customer's existing equipment and the removal date of the trade-in equipment is delayed due to no fault of Canon Medical Systems or if the trade-in equipment is damaged or its condition deteriorates from the date of this quotation through the date of removal, Canon Medical Systems reserves the right to increase the pricing of the new equipment in an amount equal to the reduction in the resale price of the trade-in equipment. Customer must convey free and clear title to the trade-in equipment. If there are any liens or encumbrances on the trade-in equipment, Canon Medical Systems cannot accept the trade-in.

12. **REMEDIES OF CANON MEDICAL SYSTEMS.** If Customer fails to make any payment when due under this Agreement, or becomes insolvent or makes an assignment for the benefit of creditors, or if a petition in Bankruptcy is filed by or against Customer, or if the financial responsibility of Customer becomes impaired, or if Customer otherwise breaches any of the terms and conditions of this Agreement, then Canon Medical Systems may, without prior notice or demand, defer shipments, cancel the balance of the order, suspend performance of any obligation (including without limitation, all obligations set forth under Limited Warranty And Remedy above), and/or take immediate possession of the Equipment delivered, until the full purchase price of the Equipment is paid by Customer or, at Canon Medical Systems' discretion, until security satisfactory to Canon Medical Systems is given by Customer. Any costs incurred by Canon Medical Systems as a result of suspending performance or repossession or collection will be payable by Customer. Canon Medical Systems may sell repossessed Equipment with proceeds to be applied to unpaid balance and expenses incurred in sale, repossession and collection. Customer will pay any remaining deficiency. Canon Medical Systems may exercise any other rights available to it by law.

13. **EXCUSED PERFORMANCES.** Except for Customer's payment obligations hereunder, neither party will be liable to the other for non-performance or delay in performance resulting directly or indirectly from any occurrences beyond such party's control, including without limitation, strikes or other labor troubles, acts of God, war, accidents, fires, floods, other catastrophes, inclement weather, transportation, delays caused by suppliers, or laws, regulations, or acts of any governmental agency.

14. **SOFTWARE.** All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Canon Medical Systems. Such software is being furnished to Customer under a non-exclusive license. Customer will not, or allow others to decompile, modify, copy, reproduce, or transcribe the software nor allow third parties to use the same without Canon Medical Systems' prior written consent. In the event a third party's software is furnished to Customer, Customer may be required to execute a software license agreement as requested by such third party as a condition to delivery and/or purchase of the third party's product. Canon Medical Systems will furnish Customer with a copy of such license agreement for its review and execution. In the event Customer sells the Equipment to a third party, the purchaser thereof will have the same rights and obligations with respect to any Canon Medical Systems software as Customer. Customer will need to make its own determination whether it needs to obtain any consent from a third party for non-Canon Medical Systems software.

15. **CANCELLATION.** Customer may not cancel the order subject to this Agreement except with Canon Medical Systems' prior written consent. In the event of cancellation without Canon Medical Systems' written consent, Canon Medical Systems will be entitled to recover liquidated damages in an amount equal to twenty percent (20%) of the purchase price of the Equipment

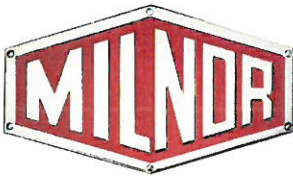
16. **ASSIGNMENT.** Neither party may assign any of its obligations under this Agreement without the prior written consent of the other party. However, some of the obligations stated in this Agreement, such as the ones relating to installation of items not manufactured by Canon Medical Systems and the warranty thereof may be performed by Canon Medical Systems' contractors or suppliers.

17. **EXPORT REGULATIONS.** This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export by Customer, directly or indirectly, in contravention of such Regulations is prohibited.

18. **ATTORNEY'S FEES . COSTS.** In the event of any legal proceeding involving any party to this Agreement against the other relating to the subject matter of this Agreement, the prevailing party in such proceeding will be entitled to recover reasonable attorney's fees, expert fees, and court costs against the non-prevailing party.

19. **ACCEPTANCE BY CANON MEDICAL SYSTEMS.** This Quotation/Order will not be binding on Canon Medical Systems even if signed by a Canon Medical Systems' employee, until Customer's order for the Equipment is booked by Canon Medical Systems' Headquarter office.

20. **ENTIRE AGREEMENT.** This quotation contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to its subject matter, including, without limitation, all different or additional terms and conditions which may be contained in Customer's bid documents, purchase order or any other documents furnished by Customer. The provisions of this Agreement may not be modified unless in writing and executed by both parties.



Duane Grannis
Plant Facility & Safety Director
Humboldt General Hospital
118 East Haskell St
Winnemucca, NV 89445

Phone: (775) 623-5222

700 Jackson Street
Kenner, LA 70062
Telephone: 504-467-9591

PROPOSAL

Date:	Proposal Number:
10/21/20	MSAQ1277-01

Reference:

Milnor Proposal for Humboldt General Hospital

Dear Duane :

We are pleased to provide the following proposal to supply new laundry equipment as follows:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Milnor			
	30022VRJ 60 LB Washer Extractor		
2	Each	\$12,915.45	\$25,830.90
	<ul style="list-style-type: none">>60 LB rigid mount washer extractor>New Rinse Save feature that eliminates one rinse cycle saving time and operating cost>EP Plus microprocessor controls, 10 preprogrammed formulas and 20 user defined programs includes universal temperature control>7 speeds, 2 wash, 1 distribution, 1 RinSave, 3 extract.>9.0 cu ft basket>685 RPM high speed extract>200 G forces>Electrical service: 208 volt 60 hz 3 phase		
	>INITIAL TO CONFIRM THE PROPOSED ELECTRICAL VOLTAGE		



QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Pellerin Milnor

Budget Installation Services

1	Each	\$7,100.00	\$7,100.00
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Pellerin Milnor can provide installation services to accomodate your new laundry equipment purchase though our local dealer network.

The scope of services typically include:

- >Coordinate equipment delivery with General Contractor
- >Deliver new equipment to site
- >If applicable, bolt, level, and grout washer extractor(s)
- >General Contractor to connect the laundry equipment to all utility systems, including but not limited to; hot and cold water, sewer drain, electrical, if applicable, gas, compressed air, steam and condensate return, and exhaust
- >Start-up and train operators - once all of the utilities have been connected to the equipment.

We typically dispatch our local dealer network representative to your installation location and follow up with a comprehensive installation proposal.

The installation budget price that is included with this equipment budget pricing is strictly an estimate.



SubTotal	\$32,930.90
FOB Factory Freight	\$880.00
Estimated Sales Tax	\$0.00
TOTAL	\$33,810.90

Payment Terms:

20% Deposit in the amount of **\$6,762.18**

is due at order placement. The remaining 80% balance will be due upon shipment to the installation site not to exceed 30 days from invoice date.

THE "TERMS AND CONDITIONS" LOCATED AND INCLUDED, AT THE END OF THIS PROPOSAL ARE AN INTEGRAL PART OF THIS PROPOSAL



Thank you for the opportunity to provide this proposal. If you have any questions or you need to place the proposed equipment on order please do not hesitate to contact me at 504-712-7654.

Sincerely;

Rick Munch

On-Premise Laundry Sales Manager
PELLERIN MILNOR CORPORATION

Office: 504-712-7654
Email: rmunch@milnor.com

Proposal Approval and Acceptance

Customer Acceptance:

Customer Signature

____/____/____
Date

Print Customer Name and Title

Pellerin Milnor Corporation Acceptance

Pellerin Milnor Corporation Officer Signature

____/____/____
Date

Printed Name and Title of Pellerin Milnor Corporation Officer





Terms and Conditions

1. ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY ANY AGENT, SALESMAN, OR OTHER EMPLOYEE OF MILNOR THAT DIFFER IN ANY WAY FROM THE TERMS AND CONDITIONS HEREOF SHALL BE GIVEN NO EFFECT OR FORCE. Any additional, contradictory or different terms contained in any initial or subsequent communication from Customer pertaining to Goods are hereby objected to. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein. No waiver or alteration of the terms herein shall be binding unless in writing and signed by an executive officer of Milnor.
2. Nothing contained in any purchase order or Customer issued document will in any way serve to modify or add any terms or conditions to the sale of Goods by Milnor to Customer. The parties agree that the terms and conditions of any order for product placed by Customer shall be governed only by these Terms and Conditions which are the full and complete statement of the obligations of the parties relating to the subject matter hereof, and supersedes all previous agreements, understandings, negotiations and proposals. No provisions of this Agreement shall be deemed waived, amended, or modified by any party unless such waiver, amendment or modification shall be in writing and signed by a duly authorized officer of all parties.
3. Customer shall bear all risk of theft, loss or damage not caused by Milnor for all Goods acquired. Customer agrees to indemnify, defend and hold Milnor, its officers, directors, employees and agents, harmless from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising out of Customer's use of the Goods, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused as the result of a grossly negligent or intentional act or omission of Milnor.
4. Milnor shall not be liable under any circumstances for consequential, incidental, indirect, or remote damages relating, in any way, to Goods quoted.
5. All prices are ex-factory unless specifically stated otherwise. Prices are firm for 30 days for delivery ASAP. Otherwise, prices are subject to change without notice. Prices stated are also subject to change without notice in the event of: (i) alterations in specifications, quantities, designs, or delivery schedules; (ii) increases in the cost of fuel, power, material, supplies, or labor; and/or (iii) foreign or domestic legislation enacted by any level of government, including tax legislation, which increases the cost of producing, warehousing, or selling the Goods purchased hereunder.
6. If transportation costs are quoted, they are estimates and are subject to rates and charges in effect at time of shipment.
7. Prices stated are based on Milnor's standard packaging. Packaging shall be standard commercial packaging and acceptable to commercial carrier. Special customer packaging will be furnished only when specified and so stated herein and the cost thereof shall be borne by Customer.
8. The prices exclude sales, use, excise and similar taxes, whether federal, state or local which is for the account of Customer. Any government taxes, levies, surtaxes, and applicable tariffs/duties required to be paid or assumed by Milnor relating to Goods shall be for Customer's account.
9. If Customer's credit is approved by Milnor, terms are 20% with order, 80% upon shipment to

jobsite not to exceed 30 days. A finance charge will be charged to Customer at 1½ % per month compounded, or the maximum rate permitted by law, whichever is less, on balances outstanding more than thirty days from the date of shipment and will be charged monthly until full payment is received. Until the purchase price and all other sums due pursuant thereto are paid in full, Milnor retains a security interest in the Goods and in all proceeds of said Goods. Customer shall execute financing statement(s) on request and irrevocably authorizes Milnor to execute and file same.

10. Title to the Goods sold and risk of loss of such Goods passes to Customer upon delivery by Milnor to carrier and any claims for losses or damage shall be made by Customer directly with carrier. Milnor shall not be responsible for insuring shipments unless specifically requested by Customer and any insurance so requested shall be at Customer's expense.
11. In the event of cancellation or alteration by Customer, Customer shall pay to Milnor, promptly upon receipt of an invoice, 15% of the purchase price as partial liquidated damages, plus Milnor may demand that Customer pay the reasonable cost and expenses of Milnor incurred in connection with such order prior to receipt of notice of cancellation, and any other damages suffered by Milnor as a result of such cancellation.
12. Shipping dates, where stated, are approximate and not guaranteed. If any delivery of Goods is delayed beyond the estimated delivery date, Customer's sole remedy and relief shall be to cancel the particular order pursuant to which delivery was to be made. Such right of cancellation may only be exercised if shipment is not made within sixty (60) days after the estimated date of shipment.
13. In no event shall Milnor be liable for non-performance or delay in performance of orders or in shipment of Goods or for any damages suffered by Customer as a result thereof, when such non-performance or delay is directly or indirectly caused by, or in any manner arises from fires, floods, earthquakes, other acts of God, accidents, riots, war, strikes, other labor difficulties, operation of law, government regulations or requirements, fuel, transport or materials shortage, or any other cause or causes beyond Milnor's control, whether or not they are similar in nature to any of those specified above.
14. All orders and shipments shall be at all times subject to the approval of Milnor's credit department. If Customer fails to pay according to any invoice or if Milnor, prior to delivery, discovers that Customer is insolvent or may not fulfill its obligations to effect payment, Milnor may alter the terms of payment or request security. If no security acceptable to Milnor is provided, Milnor may discontinue further shipments and/or cancel the order without obligation or liability to itself and without prejudice to any other lawful remedy.
15. Upon receipt of shipment, Customer shall immediately inspect the Goods. Unless Customer provides Milnor with written notice of any claim for shortages of, or defects in, the Goods within forty-eight (48) hours after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Customer.
16. See Milnor Standard Warranty BMP720097 (or BWRS19001 for water recovery equipment). No agent, Dealer, salesman or other party is authorized to bind Milnor by any agreement, warranty, statement, promise or understanding not therein expressed.
17. The sale of Goods shall be governed by, interpreted under, and construed according to the laws of the State of Louisiana, USA without regard to its Choice or Conflict of Laws Provisions. Customer hereby consents irrevocably to the jurisdiction of the State or Federal Courts in Louisiana for any matter arising therefrom.
18. Any typographical or clerical errors are subject to correction.
19. No delay or omission by Milnor in exercising any right or remedy provided for herein shall

constitute a waiver of such right or remedy and shall not be constituted as a bar to or a waiver of any such right or remedy on any future occasion.

20. All prices are quoted in United States dollars.
21. This contract shall be binding upon and shall inure to the benefit of the successors and assigns of Customer and Milnor, provided, however, that Customer may not assign or transfer this contract, in whole or in part, except upon the prior written consent of Milnor.
22. All quotations on equipment not manufactured by MILNOR in Kenner are subject to change at any time.
23. The quoted equipment is for ground floor installation only. If an above grade installation is required, consult MILNOR for a revised equipment list.
24. If any provision of these Terms and Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions of these Terms and Conditions.



Corporate Office: 2531 Irpaldi Way, Hayward, CA 94545 USA U - 510.786.9271 F - 510.783.9748 E - info@westernstatedesign.com
www.westernstatedesign.com

SALES CONTRACT ADDENDUM - INSTALLATION SERVICES

Salesperson: Will Cline
Office: Hayward
Phone: 800-633-7153
Purchaser: Humboldt General Hospital
Address: 118 E Haskell St
City, State, Zip: Winnemucca, CA NV 89445
Contact/Phone: Rachel Merion / 775-623-5222
Email Address: meironr@hghospital.org

Date: 10/21/2020
Job #
Installation Date:
Ship To: WSD Hayward
Address:
City, State, Zip:
Contact/Phone: Rachel Merion /
Email Address:

Any services not specified in the following Scope of Services will require a written Change Order approved by the Purchaser and Seller.

Installation Instructions - Scope of Services:

1. Off load and move equipment into the laundry room or designated location	\$ 7,100.00
2. Level, anchor equipment or bases and assemble to manufacturer specifications as required	
3. If applicable, final connection hook up of equipment to existing utilities, water, compressed air, electrical service, natural gas, exhaust ducting, wastewater sewer line, steam. All required utilities including ducting and wastewater shall be routed to within 5' of the Points of Connection (POC) on the equipment.	
4. Disconnecting and removal of existing laundry equipment, if applicable	
5. Debris Removal	
6. Startup and training after hookup	
7. Includes all materials, labor, and rental equipment	
<i>The installation bid assumes free access with no building modifications and ground floor installation only</i>	
<i>All work performed shall match existing conditions.</i>	

Installation Exclusions:

1. Hazardous waste abatement or removal
2. Any building modifications required to install the equipment including not limited to carpentry, drywall, ceiling, flooring, painting, building refinishing
3. Modifications or rerouting utilities which exceed 5' from the Points of Connection (POC) on the equipment furnished
4. Modifications to the building fire sprinkler system or alarm system
5. Building permits, air quality permits, impact fees, fire inspection fees, professional engineering and architectural services
6. General roof repairs or replacement other than patching roof penetrations required for exhaust ducting
7. Any changes to the building HVAC system including modifications to the combustion air discharge locations or makeup air locations to meet compliance of local building code and ordinances
8. Modifications to the existing concrete floor/slab including cutting, backfilling, framing, and refinishing
9. Building electrical modifications including but not limited to overhead lighting, ie. wall outlets, etc.
10. If applicable, prevailing labor rate wages and/or certified payroll reporting

Total cost of installation \$ 7,100.00

Installation amount is due and payable in full within ten (10) days after installation completion and prior to startup and training, unless otherwise specified.



TERMS AND CONDITIONS – READ CAREFULLY

Purchaser: **Humboldt General Hospital**

GENERAL TERMS: It is agreed that this Sales Contract ("Contract") and any Security Agreement executed by the Purchaser contains the entire agreement between the Seller and the Purchaser, and supersedes all prior negotiations and agreements. Any understanding or representation not contained herein is expressly waived. Further, it is agreed that no statement, promise or inducement made by any party hereto, or employee, agent, or salesperson of either party hereto, which is not contained in this Contract or in the Security Agreement executed concurrently herewith, shall be valid or binding; that no agent, salesperson or employee of the Seller has any authority to make any promise, inducement or representation unless the same is inserted herein or attached hereto or contained in an addendum hereto and specifically made a part of this Contract. It is expressly understood that no representative, except an officer, of the Seller has the power to modify the provisions hereof in any respect, that Seller shall not be bound by, or liable to, Purchaser for any representation, promise or endorsement made by any agent or person in Seller's employment not set forth in the Contract, and that no modification or amendment of this instrument shall be binding on the Seller unless set forth in writing and signed by an authorized officer of the Seller. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement, alter, or explain any term used in this Contract. If a purchase order or other correspondence contains terms or conditions contrary to the terms and conditions contained herein, Seller's acceptance of any order shall not be construed as assent to any additional terms and conditions, nor will that constitute a waiver by Seller of any of the terms and conditions contained herein. In the event of any conflict between the terms of this Contract and any purchase order or other document prepared by Purchaser the terms of this Contract shall prevail. IT IS HEREBY AGREED AS FOLLOWS:

1. Purchaser hereby grants Seller a security interest in the goods and property specified in this Contract to secure performance of all the Purchaser's obligations arising under this Contract. Seller shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code and Purchaser authorizes the filing of a Form UCC-1 as necessary to perfect this security interest. Purchaser appoints Seller as Purchaser's attorney-in-fact to prepare and file financing statements, continuation statements, statements of assignment, termination statements, and the like, as necessary to perfect, protect, preserve, or release Seller's interest in the collateral. This power of attorney is with an interest and may not be revoked or cancelled by Purchaser without Seller's written consent. In the event that Purchaser and Seller sign a separate Security Agreement, the terms of that agreement shall supersede and replace the terms of this Section 1.

2. Delivery of the goods or property specified in this Contract is subject to strikes, labor disturbances, war, riots, insurrection, fire, accidents, inability to obtain the necessary materials or labor, transportation curtailments, acts of Providence, of the Government or the public enemy, or by any law, statute, ordinance or any order, regulation, directive or recommendation of any governmental officer or body acting under color of authority, or by any other cause or circumstance beyond the reasonable control of the Seller, and delay from any such cause shall excuse delivery as long as such disability continues.

3. All orders shall be shipped f.o.b. point of shipment. Risk of loss and responsibility for goods shall be with Purchaser upon delivery of goods to the carrier. Purchaser shall be liable for any loss or damage sustained in transit and Purchaser shall not be entitled to any offset or deduction of any such loss or damage. Claims for loss or damages in transit must be asserted by Purchaser against the carrier. Claims for loss, damage, deterioration, delay or shortage not due to the actions or neglect of the carrier shall be deemed waived unless made, in writing, to Seller within twenty-four (24) hours after receipt of shipment.

4. If the Purchaser wrongfully refuses to accept the equipment specified in this Contract where delivery is tendered, Purchaser agrees to pay to Seller an amount equivalent to 35% of the total sale price specified in the Contract as liquidated damages. The parties hereto agree that since it is difficult to determine actual damages in such cases, an amount equal to 35% of the sale price is a reasonable and proper amount as liquidated damages.

5. Purchaser hereby acknowledges that Seller is in no way connected with or recommends any third party financing institution in connection with financing, purchase or leasing the equipment specified in this Contract. Any assistance in obtaining financing or any mention of financing arrangements for the purchase or leasing of any equipment is strictly for Purchaser's information. Purchaser further agrees that Seller shall not be held as a party to or liable in any litigation or disagreement arising between Purchaser and a financing institution.

6. If Purchaser defaults in making any payment called for under this Contract, Purchaser agrees to pay to Seller interest at the rate of eighteen (18%) per cent per annum from the date when said payment was due until the date of the actual payment, compounded monthly, but in no event more than the maximum legal rate of interest.

7. If Purchaser defaults in making any payment or payments due under this Contract, or defaults or fails to fulfill any obligation arising under this Contract, Purchaser agrees to pay to Seller, all reasonable attorney's fees, court costs and/or expenses incurred by Seller in collection of such payments or in the enforcement of such obligations.

8. Purchaser for Resale: If Purchaser is purchasing the equipment which is the subject of this Contract for resale to a third party, Purchaser shall provide Seller with a valid Resale Certificate, which includes a valid Seller Permit number, represents and warrants to Seller that the equipment is being purchased for resale and shall be responsible for payment of the purchase price regardless of whether or not Purchaser receives payment from the third party.

9. All permits, licenses, fees, sales taxes, use taxes and/or fees involving state, federal or other government agencies, including, but not limited to Air Quality Management Districts, Government Water Districts/Agencies are the responsibility of the Purchaser unless otherwise specified in writing in this Contract. This sale shall not be conditioned on Purchaser's ability to obtain such permits or licenses or pay any such taxes or fees. The sales tax rate is based upon the delivery date. The rate on page 1 of the Contract is based upon the current sales tax rate which is subject to change at any time. All sales taxes due will be charged and will be the sole responsibility of the Purchaser.

10. Time is of the essence of this Contract. If the delivery of the goods or property which are the subject of this Contract is delayed due to the fault of Purchaser, its agents, or employees, or through delays in construction or otherwise which are the responsibility of Purchaser, or which are reasonably foreseeable by the Purchaser, Purchaser shall be obligated to pay such amounts as would be due under the Contract if delivery or installation were accomplished without said delay. In the alternative, by separate, written agreement, Purchaser may be allowed to defer payment until actual delivery, provided, however that Purchaser shall pay to Seller the sum of eighteen (18%) per cent per annum interest upon the amount which would have been due, compounded monthly, as delay charges, for the term of such delay. All additional costs for offloading equipment, storage, reloading equipment, additional delivery costs or insurance resulting in the delay of the installation or delivery shall be the responsibility of the Purchaser.

11. In the event the Purchaser shall, for any reason, change the specification of the equipment provided for in this Contract, any restocking charge, additional freight costs, or other costs incurred by Seller by reason of such changes, shall be paid by Purchaser. Costs incurred through delays occasioned by such changes, shall be reimbursed to Seller in addition to delay charges as provided in Paragraph 9 above.

12. Seller warrants that the goods are as described in this Contract, but no other warranty, expressed or implied, is made by Seller with respect to the equipment to be furnished by Seller other than the manufacturer's warranty, if any. If any model or sample was shown to the Purchaser, such model or sample was used merely to illustrate the general type and quality of the goods and not to represent that the goods would necessarily conform to the model or sample. As a service, Seller furnishes manufacturers' sales brochures and other literature free of charge to customers. Seller assumes no responsibility for the content of such literature.

13. THE ONLY WARRANTIES, IF ANY, APPLYING TO THIS EQUIPMENT ARE THOSE GIVEN BY THE MANUFACTURER, AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION TO ANY MANUFACTURER'S WARRANTY, SELLER PROVIDES A LABOR WARRANTY FOR A PERIOD OF NINETY (90) DAYS AFTER INSTALLATION OF THE NEW EQUIPMENT ONLY. THE WARRANTY OFFERED WILL BE NULL AND VOID IF THE EQUIPMENT IS NOT INSTALLED TO MANUFACTURER SPECIFICATIONS OR NOT INSTALLED WITHIN A HUNDRED EIGHTY (180) DAYS OF DELIVERY TO THE PURCHASER OR A THIRD PARTY WAREHOUSE. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLER ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES TO PROPERTY, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF TIME, LOSS OF PROFIT, OR LOSS OF INCOME OR DAMAGES TO PURCHASER'S LINE OR CUSTOMER'S OWNED LINE OR LAUNDRY. PURCHASER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF GOODS. PURCHASER ACKNOWLEDGES THAT HE IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH WOULD EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL USED EQUIPMENT IS SOLD "AS IS" WITH NO WARRANTY UNLESS EXPRESSLY SPECIFIED IN THIS CONTRACT AND SELLER AND BUYER HAVE SIGNED A SEPARATE WARRANTY ADDENDUM.

14. Purchaser shall indemnify, defend and hold Seller and each of its officers, agents and employees harmless from and against any and all losses, liability, claims and expenses (including reasonable attorney's fees and expenses) for damage to or loss of property (including Purchaser's property) or injury to or death of persons (including Purchaser, its agents, employees, licensees or invitees) directly or indirectly resulting from any cause on or about the premises where the equipment is installed or in connection with the operation of Purchaser's business, or the use of the equipment.

15. This Contract excludes any Scope of Work to modify natural gas, combustion air, electrical, make-up air, exhaust ducting, building HVAC, plumbing, steam, water conditions or other utilities including building modifications unless specified in writing and agreed to by Purchaser and Seller. Existing incoming water may have excessive calcium, magnesium, iron, minerals, total dissolved solids (TDS), below or above 7.0 to 7.8 pH range, or any other elements which affect the equipment performance and useful life. Seller shall not be responsible for any equipment failure or performance caused by the existing water conditions or damages to the equipment caused by Purchaser's laundry washing chemicals or water treatment chemicals.

16. General Provisions.

16.1 Binding Effect. This Agreement and each and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, representatives, successors and permitted assigns.

16.2 Assignment. Seller shall have the right to negotiate or assign the security interest evidenced by this Agreement and any note or other document or instrument which evidences any indebtedness secured by this Agreement, and Purchaser agrees that Seller may do so without any notice to Purchaser. In the event of any assignment or transfer of this Agreement, or any note or other debt instruments, the assignee shall automatically succeed to and be entitled to exercise all Seller's rights and remedies under this Agreement.

Purchaser may not sell, assign or otherwise any of its rights and interests hereunder without the prior written consent of Seller which Seller may withhold in its sole discretion. Any attempted assignment hereof by Purchaser without said prior written consent shall be void and of no force or effect. Seller may assign this Agreement in its sole discretion.

16.3 Amendment. The Agreement may only be amended in a writing signed by both Parties.

16.4 Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision or any subsequent breach of the same provision thereof.

16.5 Arbitration. (a) Subject to the provisions of Section 16.7 hereof regarding provisional equitable remedies, all disputes arising under this Agreement will be resolved by submission to binding arbitration before the Judicial Arbitration and Mediation Service ("JAMS") or any reputable arbitration and mediation service agreed to by the Parties. (b) If Purchaser or Seller is unable to agree on a neutral arbitrator, Seller will obtain a list of arbitrators from JAMS or the other selected arbitration service. Purchaser (first) and then Seller will alternately strike names from the list until only one name remains; the remaining person shall be the arbitrator. Arbitration proceedings shall be held in Oakland, California or, in the event there is no facility available in Oakland, California, then at a location in closest proximity to Oakland, California. Pre-hearing discovery shall be limited by each party to two (2) depositions, one (1) set of interrogatories, not to exceed thirty-five (35) in number, and one set of document requests not to exceed thirty-five (35) in number. Additional pre-hearing discovery may only be propounded on a showing of good cause and with leave of the arbitrator as it is the intent of the parties to resolve disputes promptly and less expensively than litigating disputes through civil courts. (c) Following the hearing, the arbitrator shall issue a written opinion and award that shall be signed and dated. The arbitrator's opinion and award shall decide only those issues submitted and shall set forth the legal principles supporting each part of the opinion. The arbitrator shall only be permitted to render an award and remedies based upon existing law supported by the credible, relevant evidence that would otherwise have been available if the matter had been heard in a court of law. (d) All requests for arbitration made by Purchaser or Seller must be made in writing to JAMS with copies to the other party and must be received within the time period mandated by the appropriate statute of limitation had the claim been brought in a court of law. (e) Each party shall pay one-half of the costs of the arbitration and shall pay for its own discovery, witnesses, experts, and attorneys' fees and costs unless the arbitrator awards otherwise in accordance with Section 16.14.

16.6 Separate Representation; Interpretation. Purchaser acknowledges that it has had the opportunity to consult with separate and independent counsel of its own selection to the extent to which it has desired to do so in connection with the negotiation and execution of this Agreement. Purchaser has read and understands in full, and agrees to be bound by, each and every provision hereof. Purchaser also agrees that despite the fact that this Agreement has been drafted by counsel for Seller, no rule of construction or presumption against the drafter shall apply to the interpretation of this Agreement and the Agreement shall be construed according to its fair meaning.

16.7 Provisional Equitable Remedies. The parties acknowledge and agree that legal damages may not be an adequate remedy for any breach or attempted breach of this Agreement and agree that provisional equitable relief, including injunctive relief, may be required in appropriate circumstances. As an exception to the arbitration provided for in Section 16.5 above, should any dispute arise concerning the provisions of this Agreement, either party shall have the right to seek injunctive relief restraining any breach or attempted breach of this Agreement so as to preserve the rights of the parties, in a court of law as provided in Section 16.11 below, pending the institution of arbitration proceedings, and appointment of an arbitrator, which injunction may be modified, vacated or made permanent as a result of the arbitration award. The parties hereby waive any requirement for the securing or posting of any bond in connection with the obtaining of any injunctive relief pursuant to this Section 16.7.

16.8 Notices. Any notices to be given hereunder by either Party to the other may be effected either by personal delivery in writing, by reputable overnight courier or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to Purchaser and Seller at the applicable address first set forth above, but each party may change its address by written notice in accordance with this paragraph. Notices shall be deemed given upon personal delivery, one (1) day after being sent by overnight courier, or three (3) business days after deposit in the United States mail, as provided above.

16.9 Entire Agreement. This Agreement, together with any signed Sales Contract Addendum or Security Agreement (each of which is incorporated herein by reference), supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. Purchaser acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by Seller, or anyone acting on behalf of Seller, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement, other than written amendments made after this Agreement is in effect, shall be valid or binding.

16.10 Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. If any part, Section, paragraph or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable by a court of competent jurisdiction, the entire Agreement shall not fail on account thereof, and the balance of this Agreement shall continue in full force and effect. If any tribunal or court of appropriate jurisdiction deems any provision hereof unenforceable, said tribunal or court may declare a reasonable modification hereof and this Agreement shall then be valid and enforceable, and the parties hereto agree to be bound by and perform the same, as thus modified.

16.11 Applicable Law; Venue; Jurisdiction. Any dispute arising under this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles. Should any proceeding or action be undertaken that is not otherwise subject to binding arbitration as set forth in Section 16.5, jurisdiction and venue shall be in the appropriate State or federal court located in Oakland, California, and each Party irrevocably consents and agrees to the jurisdiction and venue of the State and federal courts in such city.

16.12 Counterparts; Electronic Signatures. This Agreement may be signed by the Parties on separate counterparts, each of which shall be deemed an original and a single instrument. The Parties agree that any signatures or initials communicated electronically or by facsimile machine and any facsimile or photocopy or electronic copy of this Agreement including counterparts shall be valid and binding.

16.13 Section/Paragraph Headings; Gender. The Section, paragraph and clause headings contained in this Agreement are for the convenience of the parties only and shall not for any purpose whatsoever be deemed a part of this Agreement. All terms and words used herein shall be construed to include the number and gender as the context of this Agreement may require.

16.14 Attorneys' Fees. If the event of any litigation, arbitration or other proceeding or other dispute (other than mediation) related to or arising as a result of this Agreement, the prevailing party shall be entitled, in addition to any other damages assessed, to its reasonable attorneys' fees and all other costs and expenses incurred in connection with resolving such dispute. The prevailing party shall also be entitled to recover its attorneys' fee and costs against the non-prevailing party for prosecuting or defending any appeal and supplemental proceedings until the final judgment is satisfied in full, and for any post-judgment proceedings to collect or enforce the judgment. Any such award of attorneys' fees and costs shall become part of the final award, which may be submitted to any appropriate court of law to conform the award into an enforceable civil judgment.

16.15 Survival of Terms. The terms contained in this Agreement (including, without limitation, the terms contained in this Section 16 which, by their terms, require their performance by either party after the expiration or other termination of this Agreement, shall be enforceable notwithstanding such expiration or other termination of this Agreement for any reason whatsoever.

The undersigned acknowledges receipt of the above and agrees to the same.

→ PURCHASER: _____
ACCEPTED: _____
SELLER: _____

TITLE: _____ DATE: _____
TITLE: _____ DATE: _____

RETURN ALL PAGES OF THE SIGNED CONTRACT TO 510-783-9748 OR EMAIL TO contracts@westernstatedesign.com