DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH SERVICE REGULATION

ROY COOPER
GOVERNOR

MANDY COHEN, MD, MPH
SECRETARY

MARK PAYNE
DIRECTOR

December 20, 2017

Jeffrey Shovelin
Vidant Health
PO Box 6028
Greenville, NC 27835-6028

No Review

Record #:	**2458**
Facility Name:	Vidant Medical Center
FID #:	933410
Business Name:	Pitt County Memorial Hospital, Inc.
Business #:	1443
Project Description:	Replace Digital Imaging Unit
County:	Pitt

Dear Mr. Shovelin:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your letter of December 6, 2017 regarding the above referenced proposal. Based on the CON law **in effect on the date of this response to your request,** the proposal described in your correspondence is not governed by, and therefore, does not currently require a certificate of need. However, please note that if the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective.

However, you need to contact the Agency's Construction and Radiation Protection Sections to determine if they have any requirements for development of the proposed project.

It should be noted that this determination is binding only for the facts represented in your correspondence. Consequently, if changes are made in the project or in the facts provided in your correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office. Changes in a project include, but are not limited to: (1) increases in the capital cost; (2) acquisition of medical equipment not included in the original cost estimate; (3) modifications in the design of the project; (4) change in location; and (5) any increase in the number of square feet to be constructed.

Please contact this office if you have any questions. Also, in all future correspondence you should reference the Facility ID # (FID) if the facility is licensed.

Sincerely,

Jane Rhoe-Jones
Project Analyst

Martha J. Frisone, Chief
Healthcare Planning and Certificate of Need Section

cc: Construction Section, DHSR
Radiation Protection Section, DHSR
Sharetta Blackwell, Program Assistant, Healthcare Planning, DHSR

VIDANT HEALTH™

December 6, 2017

Ms. Jane Rhoe-Jones
Certificate of Need Section
Division of Health Service Regulation
NC Department of Health and Human Services
2704 Mail Service Center
Raleigh, NC 27699-2704

RE: Request for "No Review" for a Replacement Uroview Digital Imaging Unit at Pitt County Memorial Hospital, Inc. d/b/a Vidant Medical Center

Dear Ms. Rhoe-Jones:

Pitt County Memorial Hospital, Inc. d/b/a Vidant Medical Center (VMC) plans to replace an existing GE OEC Uroview 2800 digital imaging unit a new GE Uroview FD digital imaging unit. The Uroview is designed for fluoroscopic real-time imaging and for making x-ray examinations of patients during surgical and interventional procedures in an operating room setting. The most common applications are for urological and endoscopic procedures.

The reason for the replacement is due to the age and subsequent performance and technology limitations of the existing equipment (originally purchased in 2004). The total capital costs for the proposed replacement is estimated to be $571,209 (see Appendix D). These costs include all expenses associated with the equipment replacement, including the cost of the equipment, design & construction, furniture, and all other costs. The project will be funded through accumulated reserves and is anticipated to be complete by June 2018.

VMC believes the proposed project is exempt from CON review under G.S. 131E-184(a)(7) that states:

> (a) Except as provided in subsection (b), the Department shall exempt from certificate of need review a new institutional health service if it receives prior written notice from the entity proposing the new institutional health service, which notice includes an explanation of why the new institutional health service is required, for any of the following: (7) To provide replacement equipment.

G.S. 131E-176(22a) defines "Replacement Equipment" as:

> Equipment that costs less than two million dollars ($2,000,000) and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced. In determining whether the replacement equipment costs less than two million dollars ($2,000,000), the costs of equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making operational the replacement equipment shall be included. The capital expenditure for the equipment shall be deemed to be the fair market value of the equipment or the cost of the equipment, whichever is greater.

Since VMC's project costs less than $2,000,000 and is being done for the sole purpose of replacing comparable medical equipment currently in use, the proposed project meets the definition of "replacement equipment" Since the proposal meets the definition of "replacement equipment", VMC believes it is exempt from CON review. Specifically:

a) The proposed project meets the definition of replacement equipment found in G.S. 131E-176(22a) in that the new equipment is being purchased for the sole purpose of replacing comparable medical equipment that is currently in use and otherwise disposed of when replaced. Reference Appendix F for the Responses to Replacement Equipment Key Questions, Appendix B for the equipment comparison table, and Appendix E for the existing equipment disposal letter from the vendor.

b) The equipment is being replaced in the exact location where the existing equipment currently resides and is located on VMC's main campus. Currently, the existing equipment is located in OR #5 in VMC's Main Operating Room Suite. The replacement equipment will be installed in the same operating room. Reference Appendix C for Site Plans and Floor Plans associated with the proposed project.

c) The cost of the equipment is less than two million dollars. The cost of all studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making operational the replacement equipment were included in determining cost of the equipment. Reference Appendix D for a detailed capital cost sheet.

d) VMC is a licensed health service facility and has administrative and financial control of the site where the equipment will be replaced. Reference Appendix G for documentation.

e) By this letter, VMC is providing prior written notice to the Department, along with supporting documentation to demonstrate need.

VMC's proposal meets the requirements identified above and believes the proposed project is exempt from review. Therefore, VMC requests approval of a no review status for the proposed project.

If you require additional information or clarification, please contact me at (252)-847-3631.

Sincerely,

Jeffrey Shovelin
Administrator, Corporate Planning
Vidant Health
PO Box 6028, Greenville, NC 27835-6028
(252) 847-3631
jshoveli@vidanthealth.com

Appendix A

Vendor Quote

Quotation Summary

GE Healthcare – OEC 384 Wright Brother Drive Salt Lake City, UT 84116
Payment remit to address: GE Healthcare OEC 2984 Collections Center Drive Chicago, IL 60693

To: **Sandra Sackerson**
Director of Radiology
Vidant Medical Center
2100 Stantonsburg Rd
Greenville, NC 27834-2818
Phone: 2528474451

Quote Expiration Date: **5/1/2017**
Direct Inquiries To: **Catherine Logan**
Mid-Atlantic Medical Equipment
384 Wright Brothers Drive
Salt Lake City, UT 84116
Work Phone: 919-270-1580
Cell Phone: 919-270-1580
Email: cballard@midamed.com
Fax:

UroView FD Promotion

Part Number	*Qty*	*Product Description*	*List Price*	*Net Price*
S7001ZF	1	UROVIEW FD System Complete, Left	**$ 503,300.00**	**$ 375,000.00**
S7001ZT	1	#01164475, Shelf for Accessories	**$ 3,262.00**	**$ 2,496.00**
5312346	1	IDI, #A100-2248, Basic Knee Crutches, Pair, Includes 2 Side Rail Clamps C000-0746	**$ 1,950.00**	**$ 1,850.00**
		Total Investment:	**$ 508,512.00**	**$ 379,346.00**

Quotation

GE Healthcare - OEC 384 Wright Brothers Drive Salt Lake City, UT 84116
Payment remit to address: GE Healthcare OEC 2984 Collections Center Drive Chicago, IL 60693

To: **Sandra Sackerson**
Director of Radiology
Vidant Medical Center
2100 Stantonsburg Rd
Greenville, NC 27834-2818
Phone: 2528474451

Quote Expiration Date: **5/1/2017**
Direct Inquiries To: **Catherine Logan**
Mid-Atlantic Medical Equipment
384 Wright Brothers Drive
Salt Lake City, UT 84116
Work Phone: 919-270-1580
Cell Phone: 919-270-1580
Email: cballard@midamed.com
Fax:

UroView FD Promotion

Part Number	*Qty*	*Description*	*List Price*	*Net Price*
S7001ZF	1	**UROVIEW FD System Complete, Left** Fixed solid state detector fluoroscopic X-ray system for use in urological surgical procedures. The Uroview FD was designed to improve clinical usability and maneuverability through features such as: • 17" x 17" (43cm x 43cm) Field of View • Digital Dynamic Imaging Flat Panel • Pulsed and radiographic modes • Intuitive tableside controls for surgeon • Patient access from all sides of the table • Low table height (25.2") for patient transfer • Designed for HCP seated or standing positions • Dual 24" in-room monitors • Video input for scopes • Separate foot controls • Water resistant foot and hand controls • User selectable patient size for optimized technique • Active ionizing chamber selection • SID: 45.3" (115.1cm) The Uroview FD is a complete, fixed system which offers comfortable access to the patient and optimized and ergonomic working conditions for the user. The patient table is accessible from all four sides, so that even during extensive procedures and examinations, laborious repositioning of the patient is not necessary. Urological Table	**$ 503,300.00**	**$ 375,000.00**

Part Number	Qty	Description	List Price	Net Price

• Cantilevered design, left-hand or right-hand configurations
• All electric, motor-driven table movements
• Table motion range
- Elevate: 25.2" – 45.7" (64 – 116cm)
- Trendelenburg: 20°
- Reverse Trendelenburg: 88°
- Table top lateral travel: 5.6" (14.2cm)
- Table top longitudinal travel: 18.8" (47.8cm)
- Gantry motorized movement: 8" (20.3cm)
• Patient weight limit: 627 lbs. (285 kg)
• Table top size: 47.2" x 29.9" (120 x 76cm)
- 78" (198 cm) long with extension
• Three position programmable table position memory with save/recall
• Corrosion resistant surfaces
• Hinged table top for easy access and cleaning
• Hand control
• Foot control

• Accessories included:
- Boot style stirrups (1 pair)
-Collapsible drain bag system
-Case of 20 drain bags
- Surgeon elbow supports with pads
- Patient head support cushion
- Patient handgrips (1 pair)
- 30" (78 cm) leg extension with pad
- Patient arm board with pad
- IV pole
- Patient compression belt
- Table-top pad
- 1 box of 5 Radionex drapes
- Additional optional accessories are available

X-ray System
Generator
• 65 kW generator
• Up to 125 kVp
• Up to 800 mA
• Up to 600 mAs max
• Remote control panel with digital display
• Fluoroscopy up to 5.0 mA (10R max)
• High level fluoroscopy up to 10 mA (20R max)
• Fluoroscopy, pulsed fluoroscopy, and radiography modes

X-Ray tube
• Rotating anode X-Ray tube
• Focal spots 0.6mm and 1.2mm

Part Number	Qty	Description	List Price	Net Price

• Anode diameter: 4" (10cm)
• Anode Target angle 12°
• Anode heat capacity: 400,000 H.U.
• Anode cooling rate: 180,000 H.U./minute
• Housing heat capacity: 2,000,000 H.U.

Video Imaging System
• 17" x 17" (43 x 43cm) dynamic digital flat panel detector
• Max panel resolution: 2880 x 2880 pixels
• Pixel pitch: 148 x 148mm
• Analogue-digital conversion dynamic range: 16 bits
• Selectable X-Ray zoom modes:
- 43 x 43cm
- 30 x 30cm
- 20 x 20cm
- 15 x 15cm
• DQE: 66% (typical)
• Frame rate (pulsed): up to 20 fps max

Viewing System
• Dual 24" LCD displays mounted on flexible arm
• High brightness: 600 cd/m2
• Workstation Monitor: 19" TFT LCD IPS medical grade panel

Image Archiving & Connectivity
• Up to 128,000 image storage
• User defined number of images per run (only limited by hard drive space)
• DICOM 3.0 interface (storage class/print/class/query work-list
• Advanced DICOM connectivity and digital image review station
• Send exam, single image
• Print integration
• Transfer images to CD ROM
• Export images raw format

Image Processing
• Up to 2880 x 2880 resolution
• 16 bit image processing
• Save and autosave feature
• Batch image recall
• Autoswap and autosave
• Selectable recursive filter weight
• User-defined post processing shutters and image enlargement
• Dynamic auto brightness and contrast

Part Number	Qty	Description	List Price	Net Price
		• Reverse image polarity • Automatic image correction • User defined edge enhancement • Automatic acquired and displayed image harmonization • Image annotation • Patient Information - Customized patient information menu - DICOM worklist schedule • X-Ray dose summary • Entire image and lens zoom function • Image overlay capability including text and privacy functions Warranty - One Year Warranty OEC Clinical Excellence Onsite Training - Up to four days of in-service training by our ARRT certified Clinical Imaging Specialists (CIS) during the warranty period. - Post-training skills assessment & test - Participants may be eligible for Continuing Education (CE) credits from the American Society of Radiologic Technologists (ASRT) Notes: OEC Clinical Excellence Onsite Training - OEC Clinical Excellence Onsite Training entails up to 8 hours of training per day on system function/operation, provided from 7am to 5pm, Monday through Friday, excluding holidays. Includes all CIS travel and living expenses. - Training produces the best results when a dedicated core group of technologists complete the session; and observe patient procedures while the CIS is on site. - Those who complete the entire OEC Clinical Excellence curriculum should be competent to perform the tasks required for basic operation of the system. - While the CIS is on site, a skills assessment is available to identify knowledge gaps and direct training content. A post-training competency exam is also available to measure trainee comprehension and retention of material.		
S7001ZT	1	**#01164475, Shelf for Accessories**	**$ 3,262.00**	**$ 2,496.00**
5312346	1	**IDI, #A100-2248, Basic Knee Crutches, Pair, Includes 2 Side Rail Clamps C000-0746**	**$ 1,950.00**	**$ 1,850.00**

Total Investment:	**$ 508,512.00**	**$ 379,346.00**

Customer Name & Address: Vidant Medical Center | 2100 Stantonsburg Rd | Greenville, NC 27834-2818

This Agreement (as defined below) is by and between Vidant Medical Center ("Customer") and OEC Medical Systems, Inc., a GE Healthcare business ("OEC") 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 defined as 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.

S-Distortion Guarantee: During the warranty, if S-distortion is confirmed on a 9900 or 9800 system; OEC will provide, at no additional cost, a coil designed to minimize the impact of S-distortion.

OEC 100% Uptime Guarantee: During the warranty, if the Product fails to perform for a period in excess of 24 hours (excluding inoperability due to user misuse, operator error, acts of God, planned maintenance, or other non-manufacturer defects), then OEC will extend the warranty by 1 month for each full day of downtime during the weekday period. The Product is deemed to have failed if it is out of service and unavailable for imaging patients or diagnosing images on the display console. Peripheral equipment does not fall under the 100% Uptime Guarantee.

GE Healthcare can withdraw this Quotation at any time before "Quotation Acceptance", which occurs when Customer either: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare ("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.

***Terms of Delivery:**	**FOB DESTINATION**
***Billing Terms:**	**100% billing at Ship Completion (Fulfillment) / Delivery**
***Payment Terms:**	**Net Due in 30 Days**
***Quotation Expiration Date:**	**5/1/2017**
***Governing Agreement (GPO or SAA):**	(If none, Standard GE Healthcare Terms and Conditions Apply)

***Preferred Delivery Date:** _____/_____/_____

***Will Accept Delivery as Early as:** _____/_____/_____or [ ] ASAP

***Indicate Form of Payment**

(If there is potential to finance with a lease transaction, by GE Healthcare Equipment Finance ("GE HEF") or otherwise, select lease)

_____ Cash/Third Party Loan* _____ GE HEF Lease _____ GE HEF Loan

_____ Third Party Lease (Please identify the finance company): _____

*Selecting "Cash" or not identifying GE HEF as the finance company declines the option for GE HEF financing

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

Vidant Medical Center

_____

Authorized Customer Representative Date

_____

Print Name and Title

_____

Customer Purchase Order #

OEC Medical Systems, Inc., a GE Healthcare business

Chad W. Kendell

3/2/2017

Authorized Representative Date

Chad W. Kendell, VP, Surgery Sales

Print Name and Title

Customer Information Form

Make purchase order out to:

GE Healthcare OEC
2984 Collections Center Drive
Chicago, IL 60693

Bill to Address:

Bill to Contact Name	
Telephone	
Address	
City, State Zip	
Tax Exempt Certificate Number	

Customer Delivery Address

Delivery Contact Name	
Telephone	
Facility Name	
Address	
City, State Zip	

Preferred Trade-In Pickup Date: ☐ New Equipment Installation ☐ New Equipment Training ☐ Other

Delivery Information

Does delivery require a lift gate truck?	☐ Yes	☐ No
Does delivery require a *small* lift gate truck?	☐ Yes	☐ No
Is loading dock available?	☐ Yes	☐ No

Additional Shipping Information:

General Terms and Conditions (Rev 10.16)

1. Definitions. As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; and "Services" is Product support or professional services. "Healthcare IT Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software; and/or (v) any Product or Service that is identified in a Healthcare IT Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment is shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.

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

3. Software License. Other than as identified in the Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only. Customer's employees, agents and independent contractors may use the Software, but Customer is responsible for their acts. Customer-controlled entities may use the Software, but these entities will agree to these terms and pay additional license fees. Independent contractors that supply products comparable to the Software cannot be provided access to the Software unless GE Healthcare has provided its prior written consent. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE Healthcare provides Third Party Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

Customer must not: (i) display or make available the Software to any other entity; (ii) transfer the Software outside the United States or Customer's network; (iii) decompile, disassemble or reverse engineer the Software or attempt to learn its source code, structure or algorithms; (iv) modify, translate or create derivative works based on the Software; (v) modify markings, labels or notices of proprietary rights of the Software or Documentation; (vi) release results of testing or benchmarking of the Software; or (vii) use the Software outside of the scope defined in this Agreement or the Quotation.

Software and Documentation is licensed to Customer, but no title or other ownership interest passes. No rights are granted except as expressly provided in this Agreement or the Quotation. If the parties enter into a statement of work related to a Quotation ("SOW"), GE Healthcare owns all deliverables and intellectual property developed during performance. Customer assigns, and will cause its employees and independent contractors to assign, to GE Healthcare all of its rights to the SOW deliverables and intellectual property. GE Healthcare grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the SOW deliverables subject to the limitations in this Agreement.

4. Commercial Logistics.

4.1. Order Cancellation and Modifications.

4.1.1. Cancellation. If Customer cancels an order prior to shipment without GE Healthcare's written consent, GE Healthcare may charge: (i) a fee of up to 10% of the Product price; and (ii) for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software Quotations, Third Party Products and/or professional or installation services included on those Quotations; those orders are non-cancellable.

4.1.2. Used Equipment. Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment has been previously used ("Used Equipment"); it is not new. When delivered, Used Equipment may have received reconditioning, as necessary, to meet Specifications. Since Used Equipment may be offered simultaneously to several customers, its sale is subject to availability. If it is no longer available, (i) GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and (ii) if substitute Used Equipment is not acceptable, GE Healthcare will cancel the order and refund any deposit Customer paid for the Used Equipment.

4.2. Site Preparation. Customer must, at its expense, prepare the site and network where the Product will be installed, ensuring that its site and network are adequate for proper Product operation and performance and meet GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

4.3. Transportation, Title and Risk of Loss. Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment and Third Party Equipment passes to Customer on delivery to Customer's designated delivery location.

4.4. Delivery, Returns and Installation. Delivery dates are approximate. Products may be delivered in installments. GE Healthcare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer's obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance.

Products cannot be returned for refund or credit if they match the Quotation.

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For Equipment requiring installation, if GE Healthcare delivers the Equipment but does not perform the installation, Customer will pay GE Healthcare the quoted selling price less: (a) the installation price, if separately identified in the Quotation; or (b) if no installation price is identified, the fair market value for the installation as determined by an independent third party. For upgrades and revisions to non-Healthcare IT Products, Customer must return replaced components to GE Healthcare at no charge.

4.5. Information Technology Professional Services ("ITPS"). ITPS must be completed within 12 months of the later of the ITPS order date or Product delivery. If not done within this time period, other than because of GE Healthcare's failure to perform, ITPS performance obligations expire without refund. ITPS includes applications training, project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare IT Products.

4.6. Acceptance.

4.6.1. Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) unencumbered access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE Healthcare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

4.6.2. Software Acceptance. Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("Software Test Period"). If the Software fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) unencumbered access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE Healthcare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "Go-Live Date" as defined in the Quotation.

4.6.3. Third Party Product Acceptance. Third Party Products are accepted 5 days after delivery.

4.7. Third Party Products and Services. If GE Healthcare provides Third Party Products and/or Services, then (i) GE Healthcare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE Healthcare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.

4.8. Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

4.9. Audit. GE Healthcare may audit Customer's use of Software and Healthcare IT Products to verify Customer's compliance with this Agreement. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license or use of the Healthcare IT Product.

5. Security Interest and Payment.

5.1. Security Interest. Customer grants GE Healthcare a purchase money security interest in all Products in the Quotation until full payment is received, and Customer will perform all acts and execute all documents necessary to perfect GE Healthcare's security interest.

5.2. Failure to Pay. If, after Product delivery, Customer is more than 45 days past due on undisputed payments, GE Healthcare may, on 10 days' prior written notice, disable and/or remove the Products.

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

5.4. Taxes. Prices do not include applicable taxes, which are Customer's responsibility.

5.5. Lease. If Customer leases a Product, it continues to be responsible for payment obligations under this Agreement.

6. **Trade-In Equipment.** Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.

7. General Terms.

7.1. Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

7.2. Governing Law. The law of the State where the Product is installed or the Service is provided will govern this Agreement.

7.3. Force Majeure. For non-monetary obligations, performance time will be reasonably extended for delays beyond a party's control.

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

7.5. Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive its end will continue in full effect after its end.

8. Compliance.

8.1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE Healthcare will provide safety-related Equipment and Software updates required by applicable laws and regulations at no additional charge.

8.2. Security. Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

8.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.

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

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

8.6. Medical Diagnosis and Treatment. All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

8.7. Connectivity. If a Product has remote access capability, Customer must provide GE Healthcare with, and maintain, remote access to the Product by a GE Healthcare-validated connection to permit GE Healthcare to perform Services. If remote access is not provided, GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. The remote connection and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

8.8. Use of Data.

8.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

8.8.2. Data Rights. GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("Source Data") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.

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

8.10. Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

8.11. Excluded Provider. To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

9. Disputes, Liability, and Indemnity.

9.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

9.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

9.3. Exclusion of Damages. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

9.4. IP Indemnification. GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

9.5. General Indemnification. GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer's fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer's fault or (ii) any Product modification not authorized in writing by GE Healthcare.

Customer will indemnify and hold GE Healthcare harmless from third party damages that GE Healthcare becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by Customer's: (a) medical diagnosis or treatment decisions; (b) misuse or negligent use of the Product; and/or (c) use of the Product in a manner or environment, or for any purpose, for which GE Healthcare did not design it, or in violation of GE Healthcare's recommendations or instructions.

The above obligations are conditional on the indemnified party providing the indemnifying party prompt written notice of the claim after receiving notice of it, allowing the indemnifying party the option to control defense and disposition of the claim, and reasonably cooperating with the indemnifying party in the defense. The indemnifying party will not be responsible for any compromise made without its consent.

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

Warranty Statement (United States) (Rev 10.16)

1. Warranty.

1.1. Equipment. For non-customized Equipment purchased from GE Healthcare or its authorized distributors, unless otherwise identified in the Quotation, GE Healthcare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE Healthcare or its authorized distributors.

1.2. Software. For Software licensed from GE Healthcare, GE Healthcare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. "Disabling Code" is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.

1.3. Services. GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.

1.4. Used Equipment. Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is not warranted by GE Healthcare.

1.5. Accessories and Supplies. Warranties for accessories and supplies are in GE Healthcare's catalog and at www.gehealthcare.com.

1.6. Third Party Product. Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

2. **Remedies.** If Customer promptly notifies GE Healthcare of its claim during the warranty and makes the Product available, GE Healthcare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then-current service rates and subject to personnel availability. GE Healthcare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE Healthcare replaces Equipment or a component, the original becomes GE Healthcare property and Customer will return the original to GE Healthcare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE Healthcare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE Healthcare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

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

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

3. **Limitations.** GE Healthcare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE Healthcare; and (c) in a manner or environment for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions.

In addition, these warranties do not cover: (i) a defect or deficiency from improper storage or handling, inadequate backup or virus protection, cyber-attacks, failure to maintain within Specifications power quality, grounding, temperature, humidity and repairs due to power anomalies, or any cause external to the Products or beyond GE Healthcare's control; (ii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iii) adjustment, alignment, calibration, or planned maintenance; (iv) network and antenna installations not performed by GE Healthcare or its subcontractors; (v) lost or stolen Products; (vi) Products with serial numbers altered, defaced or removed; (vii) modification of Product not approved in writing by GE Healthcare; and (viii) Products immersed in liquid; and (ix) replacement of disposable or consumable items.

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY
Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components)
Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or

(ii) the date Product testing is successfully completed

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs

MX150 Vascular and Performix 160A (MX160) Tubes: 3 years

X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months

X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for $30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to OEM guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.

Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.

GE OEC New or Exchange Service/Maintenance Parts: 3 months

GE OEC Refurbished C-Arms: 1 year after installation

HealthNet Lan, Advantage Review — Remote Products: 3 months

Vivid T8: 3 years, includes TEE probes purchased with the Vivid T8

Vivid i, Vivid e, Vivid q, Vivid iq and Voluson i: Warranty includes (i) repair at GE Healthcare facilities, (ii) 3 business day turnaround repair for Products shipped via overnight delivery (where available), measured from shipment date (GE Healthcare is not responsible for delays in overnight shipment), (iii) 72-hour loaner unit or probe replacement service via Fed Ex, and (iv) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling with a maximum of 2 replacement systems during warranty.

LOGIQ e, Venue, Vivid iq and related transducers and peripherals purchased with them: 5 years (3 years for Vivid iq), except the following have a 1 year warranty:

Transducers: 6Tc-RS, i739-RS, t739-RS, and i12L

Carts: Venue Docking Cart, LOGIQ e Isolation Cart and Tall Docking Carts

Other Accessories: Venue & LOGIQ e batteries (internal & external), TEE cleaning & storage system and printers

Warranty includes: (i) repair at a GE Healthcare Service Depot, (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays, and (iii) a loaner Product when available (shipping charges included).

Vscan: 3 years, except Vscan Version 1.1 Demonstration systems, which are warranted for 1 year. Warranty includes: (i) repair at a GE Healthcare Service Depot; (ii) repair within 5 days after receipt of the Vscan, excluding GE Healthcare holidays (GE Healthcare is not responsible for delays in shipment); and (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays.

Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and Vsan batteries, which are warranted for 1 year

CARESCAPE Monitors B450, B650 and B850: 3 years parts, 1 year labor (excluding displays, which are standard)

B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)

MAC 800, 1200, 1600, 2000 and 3500: 3 years

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

Exergen: 4 years

Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed: 7 year parts warranty on heater cal rod

Microenvironment and Phototherapy consumable components: 1 month

Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor

Corometrics® Nautilus Transducers: 2 years

Lullaby Phototherapy System: 3 years on lamp assembly

Oximeters: 3 years from installation, or 39 months from date of GE Healthcare invoice, whichever occurs first

Anesthesia Monitor Mounting Solutions: If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product

Tec 7 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

Appendix B

Equipment Comparison Table and Brochures

Equipment Comparison

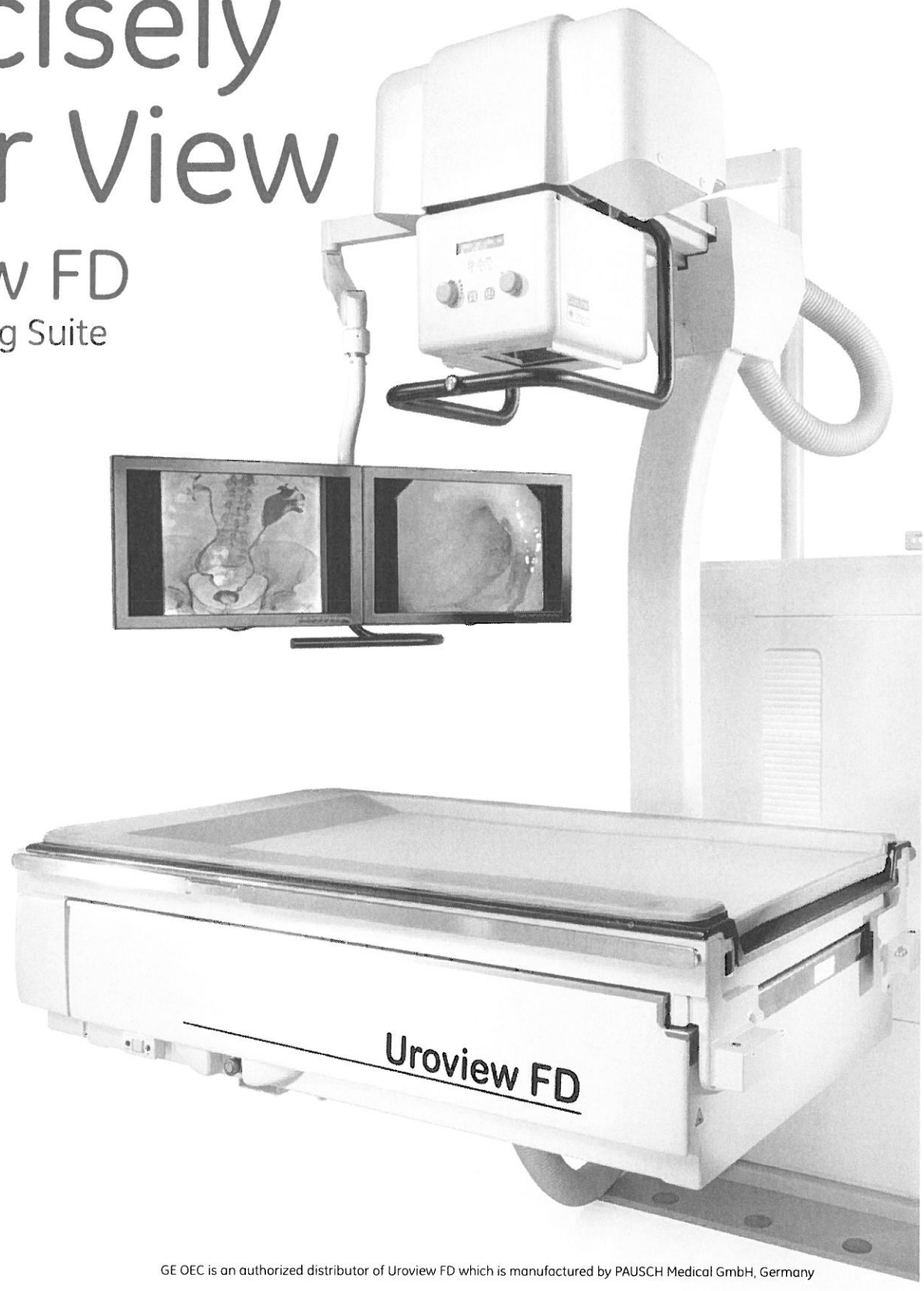
	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	Urology Surgical Imaging Equipment	Urology Surgical Imaging Equipment
Manufacturer of Equipment	GE	GE
Tesla Rating for MRIs	N/A	N/A
Model Number	OEC Uroview 2800	Uroview FD
Serial Number	P6-0398-L	TBD
Provider's Method of Identifying Equipment	Uroview #1	Uroview #1
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	N/A	N/A
Mobile Tractor Serial Number/VIN #	N/A	N/A
Date of Acquisition of Each Component	2004	2018 (proposed)
Does Provider Hold Title to Equipment or have a Capital Lease?	Hold Title	Hold Title (proposed)
Specify if Equipment Was/Is New or Used When Acquired	New	New (proposed)
Total Capital Cost of Project (including construction, etc.)	Unknown (historical records have lost or have not been maintained)	$571,209
Total Cost of Equipment	Unknown (historical records have lost or have not been maintained)	$379,346
Fair Market Value of Equipment	$0 (current value)	$379,346
Net Purchase Price of Equipment	Unknown (historical records have lost or have not been maintained)	$379,346
Locations Where Operated	Operating Room #5	Operating Room #5
Number Days in Use to be Used in N.C. Per Year	365	365
Percent of Change in Patient Charges (by Procedure)	0%	0%
Percent of Change in Per Procedure Operation Expenses(by Procedure)	0%	0%
Type of Procedures Currently Performed on Existing Equipment	Urology procedures	
Type of Procedures New Equipment's Capable of Performing		Urology procedures

GE Healthcare

Precisely Your View

Uroview FD

Digital Imaging Suite
for Urology

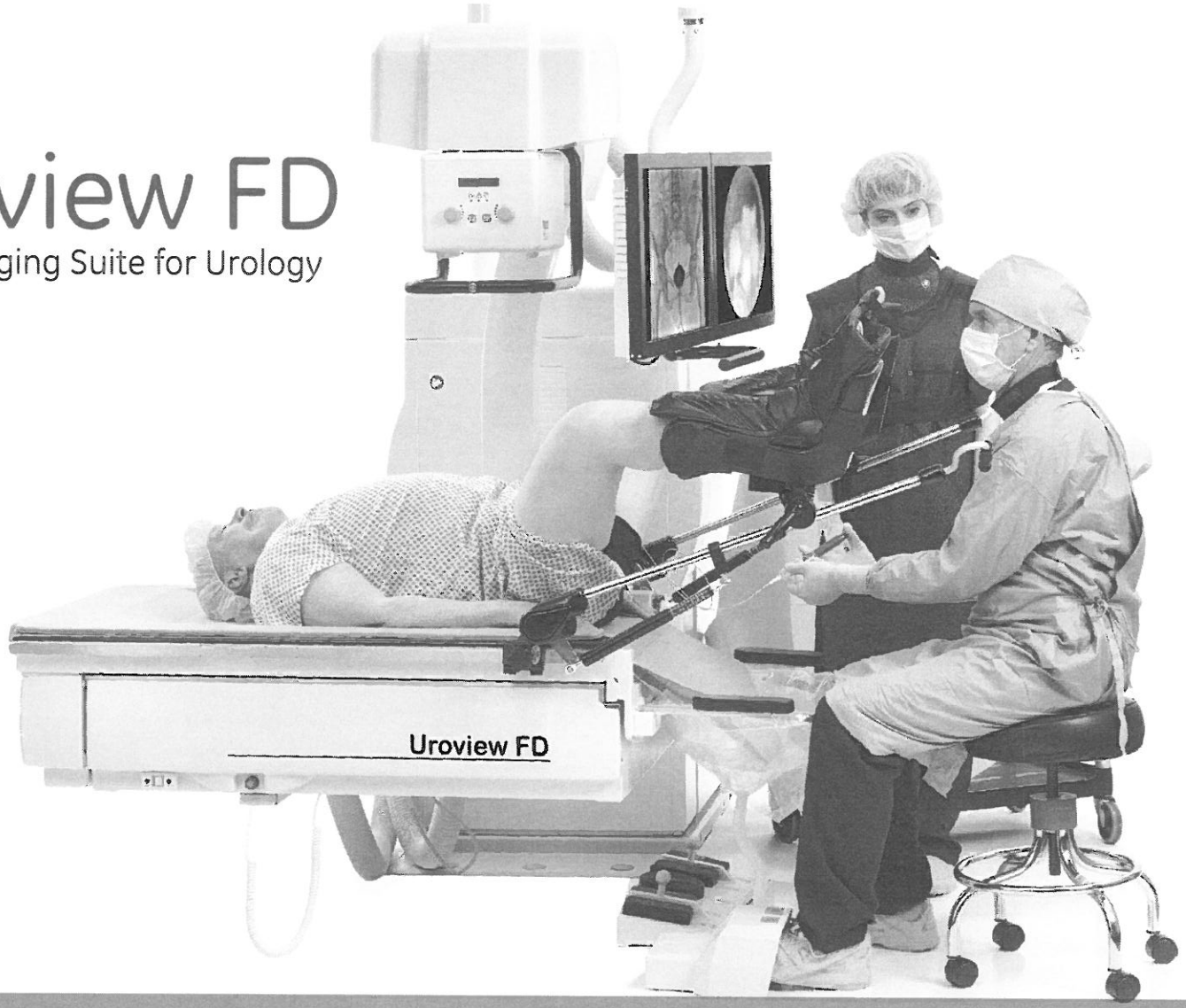


Authorized Distributor
GE Healthcare

GE OEC is an authorized distributor of Uroview FD which is manufactured by PAUSCH Medical GmbH, Germany

Uroview FD

Digital Imaging Suite for Urology



The Uroview FD was developed precisely for your view.

It combines robust imaging capabilities with smart patient access to improve workflow and ergonomics. Uroview FD is the only flat detector fixed urology system that comes with GE OEC field service and clinical teams, dedicated to maximizing the performance of your system and your team.

Achieve success in your urology room with the Uroview FD.

With...

Precision Imaging. Dynamic Workflow. Optimal Access. OEC Support.

Precision Imaging

View your images in superb detail on the Uroview FD's large, high-resolution monitors that use digital flat detector imaging technology.

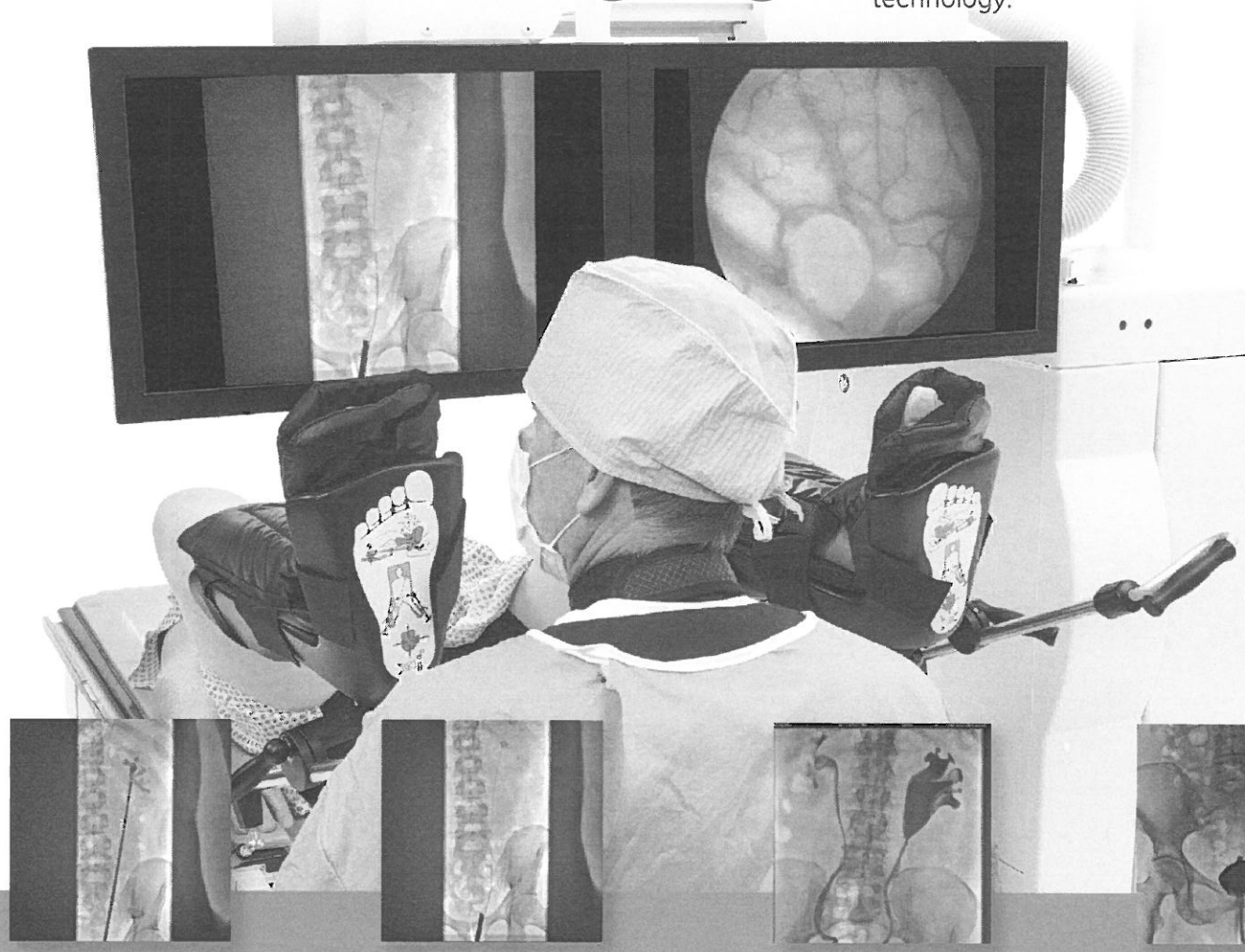


Image the entire (KUB) urological region with a single exposure using the 17 inch x 17 inch (43 cm x 43 cm) dynamic digital flat panel detector.

Visualize tiny stones with high image quality and superb grayscale range—even in dense anatomy. See clearly with 2880 x 2880 resolution and 16 bit image processing.

Large 24 inch dual LCD display monitors with picture in picture capability and high dynamic color range help you see small details better.

Optimized detective quantum efficiency (DQE) of the dynamic digital flat detector helps improve resolution when imaging urologic anatomy.

See images clearly in a comprehensive range of cases.

High image quality and the ability to see tiny detail is critical to the success of your patient's treatment. The Uroview FD provides the large field of view that you require with a robust imaging platform, to meet your current and future imaging needs. The Uroview FD can show you exact imaging detail in multiple specialties and cases:

- Abdominal radiography - (KUB)
- Brachytherapy
- Cystoscopy
- Intravenous pyelography (IVP)
- Retrograde Pyelogram
- Percutaneous nephrolithotomy (PCNL)
- TURP
- Urodynamics

Lessen dose exposure without sacrificing image quality.

The Uroview FD is designed to provide diagnostic image quality using advanced dose saving strategies:

- Collimate your scout image without additional fluoroscopy shots and dose.
- Pulsed mode allows you to reduce dose to your staff, your patients, and anyone else in the room.
- A larger field of view captures the region of interest with fewer exposures.
- The anti-scatter grid can be disengaged with the click of a button to accommodate pediatric patients.

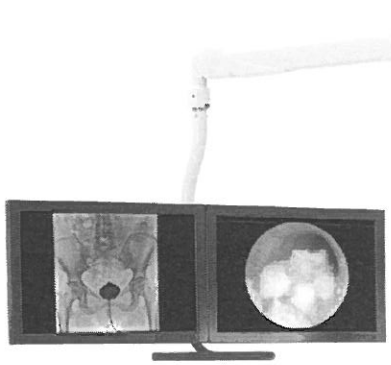
Dynamic Workflow

From patient set-up to case cleanup, you have control with Uroview FD simplifying and maximizing the dynamic aspects of your workflow.

Clean up easier with a hinged, carbon fiber patient table top, fewer cables to work around, and an optimized mechanical design for faster room turn-over.

Easily capture a high quality image with automated intelligent processes, such as dynamic auto-brightness and automatic image correction.

Save time and dose by manipulating images post-processing without having to re-take the image.

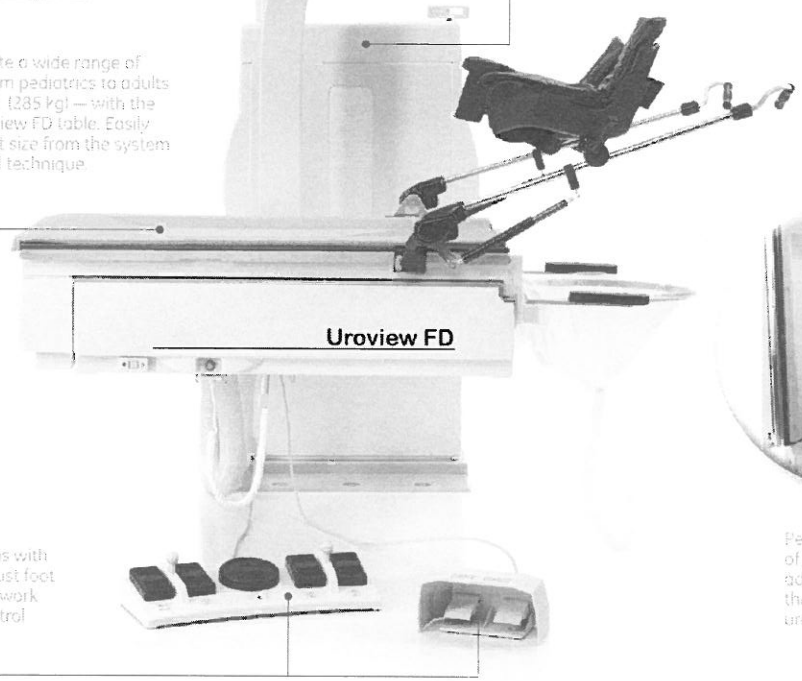


Manage the procedure, perform post processing, and rapidly transfer DICOM data from a single control room.

Access the patient quickly and easily with the compact open-area tower that provides space and full patient contact for you and your staff.

Seamlessly integrate and store third-party accessories, such as endoscopes, with the Uroview FD storage area.

Accommodate a wide range of patients—from pediatrics to adults up to 627 lbs (285 kg)—with the durable Uroview FD table. Easily select patient size from the system for optimized technique.



Perform a wide array of procedures with additional accessories like the micturition seat for urodynamics.

Conveniently activate table functions with intuitive table side controls and robust foot pedals that are designed to reliably work even in wet environments. Take control while accurately capturing images.

Make it yours with standard and add-on accessories...

Collapsible drain bag system

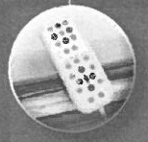
Elbow supports with pads

30 inch leg extension with pad

Arm support with pad

Micturition seat

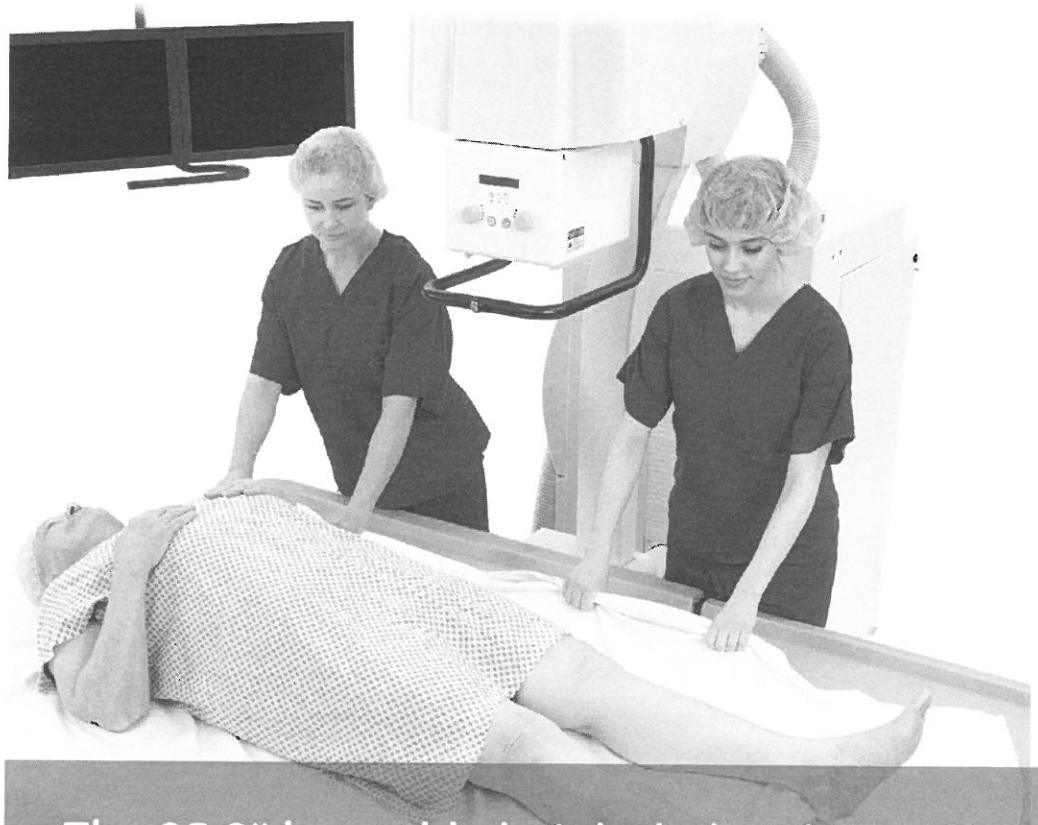
Generator control

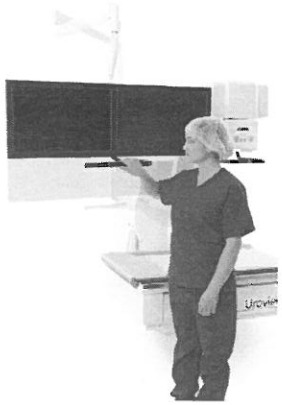


Remote control

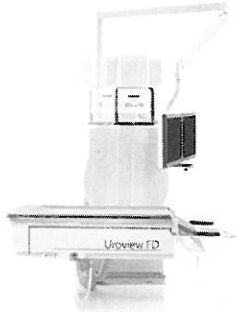
Optimal Access

From transferring a single patient, to a full day's caseload, the advanced ergonomics and table positioning of the Uroview FD give you the best access to the patient and promote a comfortable environment for you and your staff.

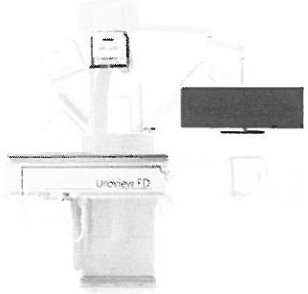




The integrated boom and articulating arm accommodate multiple monitor positions that can be customized to meet your needs for different procedures.



With precise imaging chain movement, you can fine tune the image placement without manually repositioning your patient, saving valuable procedure time and promoting patient comfort.



Diverse table-top movements, such as elevation, transverse, longitudinal, Trendelenburg, and reverse Trendelenburg. Empower staff to correctly position the patient with less strain.

The 25.2" low table height helps the staff with patient transfer and gives you direct access to the patient.

Freedom of movement.

- Easily transfer patients with an adjustable low table height (25.2 inches) with near 360 degree SmartAccess.
- Enjoy independent motorized gantry movement of 8 inches.
- Save and recall up to three key table positions.
- Adapt the Uroview FD to your room requirements with left or right configuration options.
- Get the right position with Trendelenburg movement of -20 to 88 degrees.

Optimal patient accessibility.

The Uroview FD is designed to provide better access to the patient.

- Get direct, unencumbered patient access from all four sides because of the lean tower. Now you can access the patient quickly in emergency situations.
- See the image while staying next to the patient from the large 24-inch articulating monitors.
- Quickly and precisely position the table for each procedure using the manual operating unit or the multifunction foot control.

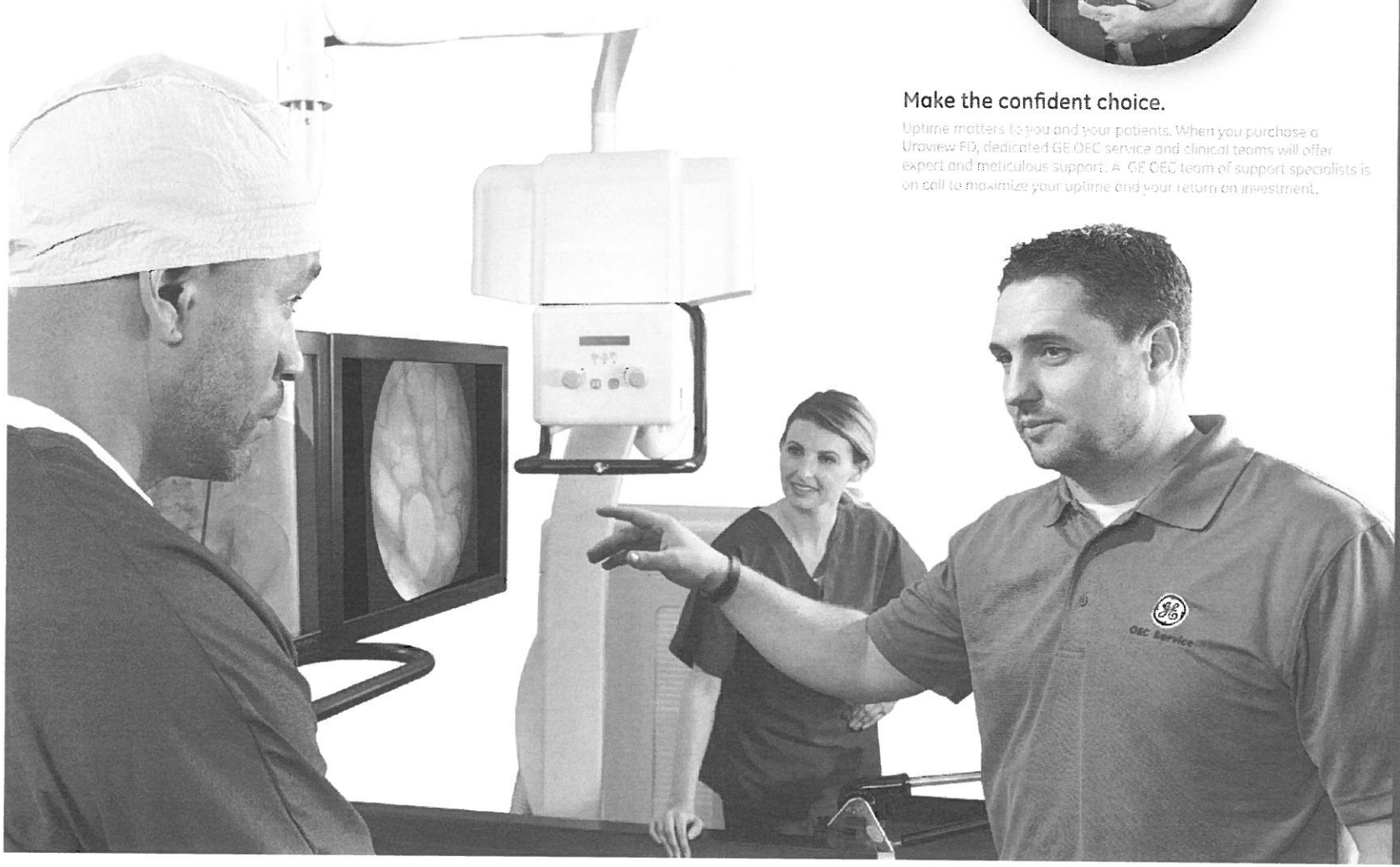
Ergonomically focused features are designed to reduce fatigue and give you more control of the system and procedure.

OEC Support

Be confident in your Uroview FD because it's the only fixed urology system sold today that includes support from the dedicated and expert GE OEC clinical and service teams.

Make the confident choice.

Uptime matters to you and your patients. When you purchase a Uroview FD, dedicated GE OEC service and clinical teams will offer expert and meticulous support. A GE OEC team of support specialists is on call to maximize your uptime and your return on investment.



Delivering on a promise.

Every Uroview FD includes expert installation and on-site clinical training from GE OEC support experts. A certified Clinical Imaging Specialist stays with your staff during your initial orientation and training, and the GE OEC Clinical Excellence program provides you with electronic training that can be shared with your current and future staff members.

100% specialized in surgery.

The GE OEC dedicated team of more than 200 Field Service Engineers is committed to servicing your Uroview FD correctly the first time. Expert Field Service Engineers average 12 years of experience and fulfill more than 14,000 collective hours of training each year, while a team of more than 50 GE OEC dedicated Clinical Imaging Specialists train more than 15,000 surgeons and technologists each year.

You are covered.

With GE OEC engineers in all 50 states and a 30-minute call-back commitment, someone is there for you when you need support. Your Uroview FD meticulously maintained and running at peak performance is better for you and better for your patients.

Flexible service configurations.

To extend your Uroview FD's power and performance, choose a GE OEC service offering that best fits your needs. The full-service, Primary Care coverage boasts a 97% uptime guarantee with scheduled preventative maintenance and offers many benefits including unlimited parts and labor features. Limited Service coverage is also available and provides technical phone support, back-up on-site support, and discounts on Uroview FD parts and accessories.

Uroview FD is only available in United States.

Healthcare Re-imagined

GE is dedicated to helping you transform healthcare delivery by driving critical breakthroughs in biology and technology. Our expertise in medical imaging and information technologies, medical diagnostics, patient monitoring systems, drug discovery, and biopharmaceutical manufacturing technologies is enabling healthcare professionals around the world discover new ways to predict, diagnose and treat disease earlier. We call this model of care "Early Health." The goal: to help clinicians detect disease earlier, access more information and intervene earlier with more targeted treatments, so they can help their patients live their lives to the fullest. Re-think, Re-discover, Re-invent, Re-imagine.

Distributed by:
GE Healthcare
384 Wright Brothers Drive
Salt Lake City, UT 84116
USA

GE Healthcare,
Surgery — Americas
Phone: 801-328-9300
Fax: 801-328-4300

GE OEC is an authorized distributor of Uroview FD which is manufactured by PAUSCH Medical GmbH, Germany

www.gehealthcare.com

imagination at work

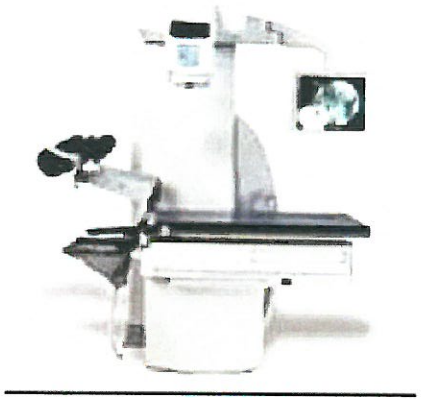
Authorized Distributor
GE Healthcare

JB39494US(2)

Manufacturer Specifications - OEC UroView 2800, GE Healthcare

Please note: None of the equipment posted for sale on MedWOW.com is owned by MedWOW, should you have any questions regarding a specific item, please direct them to the appropriate seller by making use of the available communication channels on the items page.

MODEL	Uroview 2800
Pulsed fluoroscopy (X-RAY GENERATOR)	
Pace, pulses/sec	Up to 12 (50 Hz) or 15 (60 Hz)
MARKETED SINCE (GRAPHICS DISPLAY)	2002
TABLE CHARACTERISTICS (ADDITIONAL ATTACHMENTS)	
Size lxw, cm (in) (PATIENT TABLE CHARACTERISTICS)	119 x 76 (47 x 30)
Travel, cm (in)	
Longitudinal axis movement (Travel, cm (in))	48 (19)
Transverse movement (Travel, cm (in))	25 (10)
Vertical motion (Travel, cm (in))	78-122 (31-48)
Tilt,Â°	



Trendelenburg (PATIENT TABLE CHARACTERISTICS)	0-20
Reverse trendelenburg (Number sold)	90
Patient weight limit, kg (lb) (Tilt,Â°)	204.6
Fowler positioner (Tilt,Â°)	Yes
Mattress pad (Tilt,Â°)	Yes
POWER NEEDED	380-480 VAC, 60/80 A, 3-phase
WEIGHT, kg (lb) (DISPLAY)	1,000 (2,205)
RADIOGRAPHIC UNIT	
X-ray generator (POWER NEEDED, VAC)	
SYSTEM TYPE (SCAN DISPLAY)	High frequency
Output,kw (X-ray generator)	65
Optional generator (X-ray generator)	80
X-RAY TUBE	A286
Heat dissipation rate, hu/min (X-RAY TUBE)	180000
Focal spot size, mm (X-RAY TUBE)	0.3, 1.2
X-ray tube stand (X-ray generator)	Yes
Orientation (X-ray generator)	Left or right
MAX. WEIGHT, KG (LB)	204.6 (450)
Stationary grid (X-ray generator)	Yes
Lines/in, ratio (X-ray generator)	152, 12:1
ADDITIONAL ATTACHMENTS	
Foot/hand controls (ADDITIONAL	Yes/yes

ATTACHMENTS)	
Drainpan (ADDITIONAL ATTACHMENTS)	Optional
Drain hose connect (ADDITIONAL ATTACHMENTS)	Yes
Tissue screen (ADDITIONAL ATTACHMENTS)	Yes
Single-use drainbag (ADDITIONAL ATTACHMENTS)	Yes
Crutches	
Knee/leg/foot (Crutches)	Optional, stirrups
Leg supports (Crutches)	Yes
Pediatric stirrups (Crutches)	Optional
Padded armrest (Crutches)	Yes
Shoulder braces (Crutches)	Optional
Physician elbow rest (Crutches)	Yes
Cysto stool (Crutches)	Optional
IMAGE INTENSIFIER	
Size, cm (in) (MAXIMUM OBJECT)	35 (14) trimode; 40.6 (16) trimode
IMAGING CHARACTERISTICS	
Monitor resolution (pixels) (IMAGING CHARACTERISTICS)	1000 x 1000, 16-bit
Display rate, fps (IMAGING CHARACTERISTICS)	30
Storage capability (ANALYSIS KITS)	Yes
Frames (IMAGING CHARACTERISTICS)	400
Optional storage (DATA	9,000 images

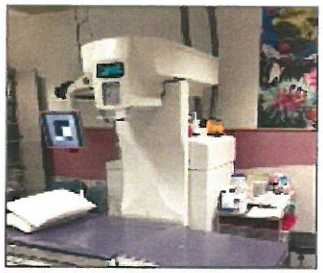
MANAGEMENT)	
FRAME AVERAGING (A/d conversion)	Yes
Edge enhancement (IMAGE PROCESSING)	Yes
Zoom and roam (IMAGING CHARACTERISTICS)	Yes
Cassette (PLAYBACK TYPE)	
Sizes, cm (in) (BUCKY SYSTEM)	24 x 30 (10 x 12), 35 x 43 (14 x 17)
Insertion (CASSETTE)	Front
Base (TABLETOP/BASE)	Fixed
OTHER ATTRIBUTES (Interference compensation)	Anatomic position memory; 15 fps digital dynamic disk; DICOM; 3.5 disk and PC card; moving image intensifier; dual monitors with articulating arm; CD/DVD burning capabilities.
FDA CLEARANCE (Interference compensation)	Yes
CE MARK (MDD) (Interference compensation)	Yes
MARKETING REGION (Interference compensation)	Worldwide

You may also be interested in the following Manufacturer Specifications:

- UroView 2600 Manufacturer Specification
- OEC UroView 2800 Manufacturer Specification

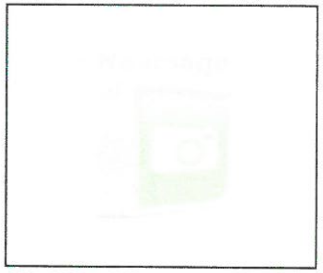
Close

Urological X-ray, GE Healthcare, OEC UroView 2800



OEC UroView 2800 - GE Healthcare - #362367335

OEC UroView 2800 - GE Healthcare - #324254802



OEC UroView 2800 - GE Healthcare - #471102036

View More Items

Popular Searches

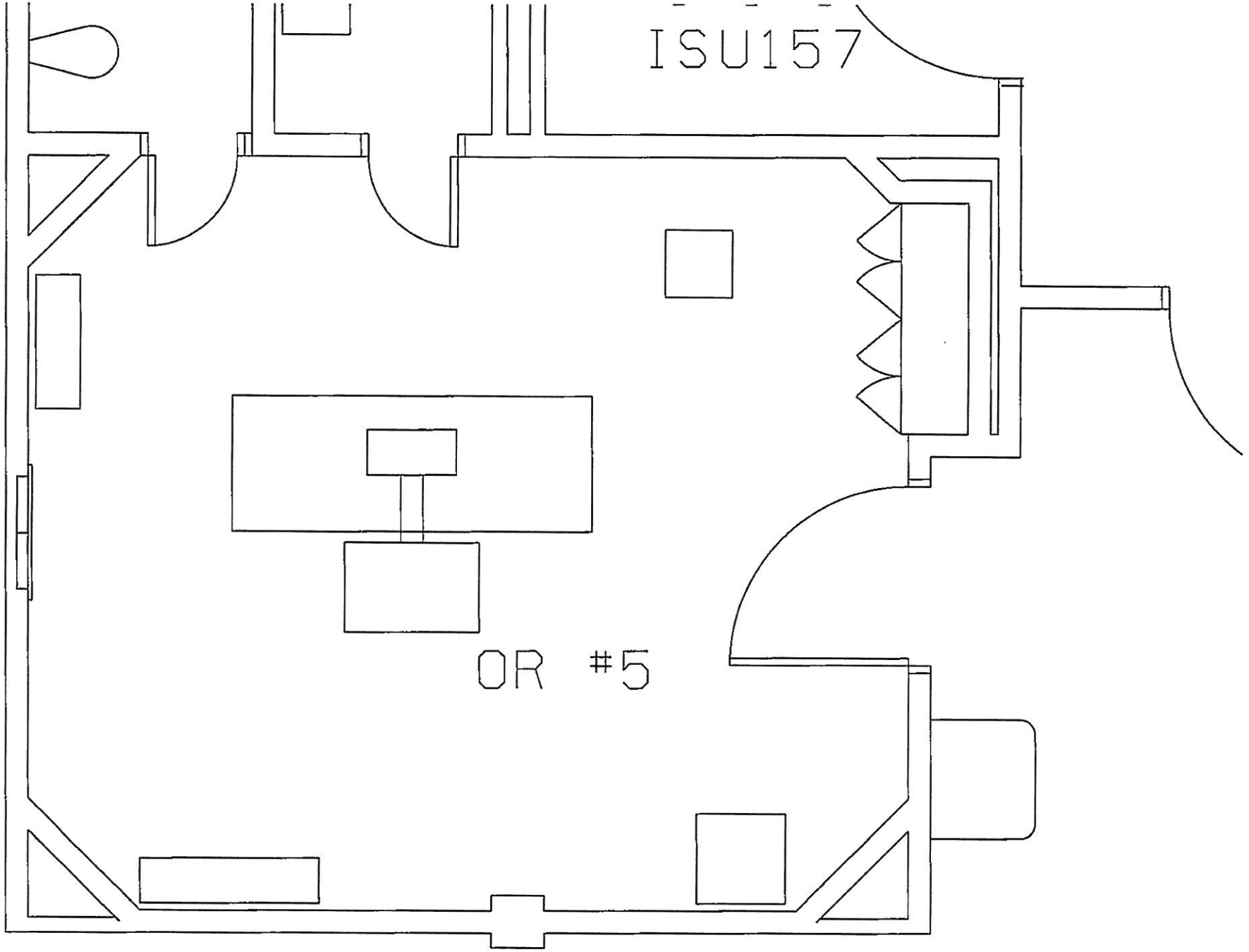
CT Scanner
MRI
Radiotherapy Simulator
PET/CT
Computer Assisted Surgery
Diagnostic Ultrasound
Cardiac Ultrasound
Used Ultrasound
Bone Densitometer, Dual Energy
Cath Lab
Laser - Excimer
Patient Monitor
Refurbished Medical Equipment
Mobile Radiographic Unit
Mammography Unit
Ultrasound Probes
Used Ambulance for Sale
Heart-Lung Machine
Used Hospital Beds
Used Hospital Equipment
Medical Equipment Parts
Hospital Liquidation

***

Appendix C

Site and Floor Plans


Urology Room #5


ISU157
OR #5

Appendix D

Capital Cost Sheet

CAPITAL COST SUMMARY

Site Costs		
(1) Full purchase price of land	$ 0	
Acres 0 Price per Acre $_____		
(2) Closing costs	$ 0	
(3) Site Inspection and Survey	$ 0	
(4) Legal fees and subsoil investigation	$ 0	
(5) Site Preparation Costs [Include]		
Soil Borings		
Clearing and Grading		
Roads and Parking		
Sidewalks		
Water and Sewer		
Excavation and Backfill		
Termite Treatment		
Sub-Total Site Preparation Costs	$ 0	
(6) Other (Specify)	$ 0	
(7) Sub-Total Site Costs		$ 0
Construction Contract		
(8) Cost of Materials [Include]		
General Requirements		
Concrete/Masonry		
Woods/Doors & Windows/Finishes		
Thermal & Moisture Protection		
Equipment/Specialty Items		
Mechanical/Electrical		
Sub-Total Cost of Materials	$ 81,000	
(9) Cost of Labor	$ 54,000	
(10) Other		
(11) Sub-Total Construction Contract		$ 135,000
Miscellaneous Project Costs		
(12) Building Purchase	$ 0	
(13) Fixed Equipment Purchase/Lease	$ 379,346	
(14) Movable Equipment Purchase/Lease	$ 0	
(15) Furniture (lighting & waste mgmt)	$ 38,000	
(16) Landscaping	$ 0	
(17) Consultant Fees		
Architect and Engineering Fees	$ 15,000	
Legal Fees		
Market Analysis		
CON Preparation		
Sub-Total Consultant Fees	$ 15,000	
(18) Financing Costs (e.g. Bond, Loan, etc.)	$ 0	
(19) Interest During Construction	$ 0	
(20) Other (deinstall & software)	$ 3,863	
(21) Sub-Total Miscellaneous		$ 436,209
(22) Total Project Capital Cost (Sum A-C above)		$ 571,209

Appendix E

Existing Equipment Removal Letter

Medical Service Technologies, Inc.
PO Box 2405
Chesterfield, VA 23832
(800) 608-4534

March 21, 2017

Vidant Greenville
Attn: Christina Jackson
2100 Stantonsburg Road
Greenville, NC 27835

Dear Tina,

In reference to your earlier conversation with Dan Knobel about the GE OEC 2800 urology suite, this item will not be sold. The item will be sent to the scrap yard.

If you have any questions, please give Dan a call. I am also available at the number listed above.

Sincerely,

MST& Associates

Barbara Bendle

Barbara Bendle
Office Manager

Appendix F

Response to Required Questions

Responses to the Required Questions

1. **A comparison of the existing and replacement equipment, using the format in the attached table. Note: If the manufacturer's model and serial numbers for the existing equipment are not provided, the exemption request will not be processed until the numbers are provided.**

   See equipment comparison table in Appendix B

2. **A description of the basic technology and functions of the existing and replacement equipment, including diagnostic and treatment purposes for which the equipment is used or capable of being used.**

   The Uroview is designed for fluoroscopic real-time imaging and for making x-ray examinations of patients during surgical and interventional procedures in an operating room setting. The most common applications are for urological and endoscopic procedures.

3. **Brochures or letters from the vendor describing the capabilities of the existing equipment and the replacement equipment.**

   See the vendor quote in Appendix A for the specifications and Appendix B for the brochures of the new replacement unit as well as the existing equipment.

4. **A copy of the purchase order for the existing equipment, including all components and original purchase price.**

   The original purchase order for the existing equipment no longer exist. The original unit was purchased on 2004.

5. **A copy of the title, if any, for the existing equipment or the capital lease for the existing equipment.**

   The existing equipment was purchased new. A title for the equipment does not exist.

6. **If the replacement equipment is to be leased, a copy of the proposed capital lease that transfers substantially all the benefits and risks inherent in the ownership of the equipment to the lessee of the equipment, in accordance with criteria in Generally Accepted Accounting Principles (GAAP).**

   Not Applicable. The replacement equipment will be purchased new, not leased.

7. **If the replacement equipment is to be purchased, a copy of the proposed purchase order or quotation, including the amount of the purchase price before discounts and trade-in allowance.**

   See Appendix A for the complete quote for the replacement equipment from the vendor.

8. **A letter from the person taking possession of the existing equipment that acknowledges the existing equipment will be permanently removed from North Carolina, will no longer be exempt from requirements of the North Carolina Certificate of Need law, and will not be used in North Carolina without first obtaining a new certificate of need.**

   See Appendix E for documentation that shows the existing equipment will be permanently removed from North Carolina, will no longer be exempt from requirements of the North Carolina Certificate of Need law, and will not be used in North Carolina without first obtaining a new certificate of need.

9. **Documentation that the existing equipment is currently in use and has not been taken out of service.**

   The existing equipment is currently in service and is being used to perform urological surgery procedures on patients that need them.

Appendix G

Licensed Healthcare Facility Documentation

State of North Carolina

Department of Health and Human Services
Division of Health Service Regulation

Effective January 01, 2017, this license is issued to

Pitt County Memorial Hospital, Inc.

to operate a hospital known as

Vidant Medical Center

located in Greenville, North Carolina, Pitt County.

This license is issued subject to the statutes of the State of North Carolina, is not transferable and shall remain in effect until amended by the issuing agency.

Facility ID: 933410

License Number: H0104

Bed Capacity: *909*

General Acute 782, Rehabilitation 75 , Psych 52,

Dedicated Inpatient Surgical Operating Rooms: 7
Dedicated Ambulatory Surgical Operating Rooms: 0
Shared Surgical Operating Rooms: 26
Dedicated Endoscopy Rooms: 4

Authorized by:

Secretary, N.C. Department of Health and Human Services

Director, Division of Health Service Regulation

VIDANT HEALTH

December 6, 2017

Ms. Jane Rhoe-Jones
Certificate of Need Section
Division of Health Service Regulation
NC Department of Health and Human Services
2704 Mail Service Center
Raleigh, NC 27699-2704

RE: Vidant Medical Center's Uroview Replacement Equipment Project

Dear Ms. Rhoe-Jones:

Please accept this letter as documentation that I, Brain Floyd, President of Vidant Medical Center (VMC), do hereby certify, as it relates to the proposed project, that:

1. Financial control of the entire licensed health service facility is exercised at the site of the proposed replacement equipment, and

2. Administrative control of the entire licensed health service facility is exercised at the site of the proposed replacement equipment.

If you require additional information or clarification, please contact Jeff Shovelin, Administrator of Corporate Planning for Vidant Health at (252)-847-3631. Thank you for your time and attention to this important project.

Sincerely,

Brian Floyd, MBA, RN
President
Vidant Medical Center