NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

November 28, 2018

Robert Leandro
Parker Poe Adams & Bernstein LLP
301 Fayetteville Street, Suite 1400
Raleigh, N.C. 27601

Exempt from Review – Replacement Equipment
Record #: 2785
Facility Name: Haywood Regional Medical Center
FID #: 933234
Business Name: DLP Haywood Regional Medical Center, LLC
Business #: 2153
Project Description: Replace CT scanner
County: Haywood

Dear Mr. Leandro:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of November 16, 2018, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the GE Optima CT 660 64 CT scanner to replace the GE VCTG 64 CT scanner. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

Moreover, you need to contact the Agency's Construction, Radiation Protection, and Acute and Home Care Licensure and Certification Sections to determine if they have any requirements for development of the proposed project.

It should be noted that the Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this office and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

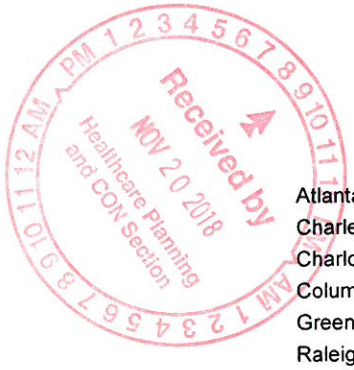
Gloria C. Hale
Gloria C. Hale
Team Leader

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

cc: Construction Section, DHSR
Radiation Protection Section, DHSR
Acute and Home Care Licensure and Certification Section, DHSR
Melinda Boyette, Administrative Assistant, Healthcare Planning, DHSR

Parker Poe

Robert A. Leandro
Partner
Telephone: 919.835.4636
Direct Fax: 919.834.4564
robbleandro@parkerpoe.com



Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC

November 16, 2018

VIA U.S. MAIL AND ELECTRONIC MAIL: martha.frisone@dhhs.nc.gov

Martha Frisone
Chief
Healthcare Planning and Certificate of Need Section
North Carolina Department of Health and Human Services
2704 Mail Service Center
Raleigh, North Carolina 27699-2704

RE: Request for No Review Determination Regarding Haywood Regional Medical Center CT Scanner

Dear Ms. Frisone:

Our law firm represents Haywood Regional Medical Center ("Haywood"). I am writing to provide notice to the Healthcare Planning and Certificate of Need Section that Haywood is planning to replace its existing CT scanner located at the hospital. As such, we are requesting that the CON Section confirm that the replacement of the CT scanner is exempt from CON review within the meaning of N.C. Gen. Stat. § 131E-184(a)(7). We are also requesting confirmation that the existing CT Scanner can be sold to the vendor for a purchase price of $175,000.00 which will be credited to the cost of the new CT Scanner.

RELEVANT FACTS

The existing CT Scanner has been in operation for several years and requires replacement due to its age and its slower and less effective scanning capabilities. As such, Haywood intends to replace its existing CT Scanner with a new comparable CT Scanner. *See* Exhibit A, Letter of Notification. The total capital cost of the replacement equipment will be $808,094. This includes the $685,337 for the purchase of the new CT Scanner and $162,096 for installation essential for making the replacement equipment operational as set forth in N.C. Gen. Stat. 131E-176(22a). *See* Attachments A, B, and C.

The existing CT Scanner will be acquired by the vendor, which is crediting Haywood $175,000.00 toward the cost of the replacement scanner. *See* Attachment B, Vendor Quote.

Although not finalized, it is possible that Haywood will seek to re-acquire the existing CT Scanner from the vendor after the vendor completes some upgrades and refurbishment to the device. In such a circumstance, Haywood would re-purchase its existing CT Scanner from the vendor at a fair market value. Although we do not anticipate this to be the case, should the total cost of purchasing the existing scanner back from the vendor exceed $750,000.00, Haywood would not re-acquire the scanner without first seeking a CON.

ANALYSIS

Based on the above facts, we believe that the acquisition of a replacement CT Scanner is exempt from CON Review. N.C. Gen. Stat. § 131E-184(a)(7) provides an express exemption for the acquisition and installation of "replacement equipment" costing less than $2,000,000.00 provided that the CON Section receives prior written notice from the party proposing to acquire the equipment which explains why the proposed acquisition and installation qualifies under the exemption.

The applicable statute and regulation defines "replacement equipment" as follows:

> "Replacement equipment" means 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.

Under 10A NCAC 14C .0303(d) replacement equipment is comparable to the equipment being replaced if:

> 1. it has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and
> 2. it is functionally similar and is used in the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service; and
> 3. the acquisition of the equipment does not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

Based upon the above facts, the CT Scanner replacement would fall within the exemption because:

1. The equipment being replaced is owned by Haywood;
2. The total estimated cost of the replacement equipment is less than $2,000,000.
3. The replacement equipment is the same technology with expanded capabilities due to technological improvements;

4 The replacement equipment is functionally similar and will be used for the same purposes as the existing CT Scanner and will not provide a new health service;
5. The acquisition of the replacement CT Scanner will not result in a more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months of operation after the replacement equipment is acquired;
6. The existing CT is being sold to the vendor for its fair market value of $175,000.00 and;
7. The acquisition by the vendor does not require a CON given that the cost of acquisition by vendor could not be interpreted to be the acquisition of "major medical equipment" under the CON statute.

Please confirm that the Agency agrees with our assessment and that the above actions do not require CON approval. I greatly appreciate your attention to this matter. If you have any questions, please feel free to contact me directly.

Sincerely,

Robert A. Leandro

Robert A. Leandro

Attachment A

Letter of Notification

ATTACHED

HAYWOOD
REGIONAL MEDICAL CENTER
A Duke LifePoint Hospital
262 Leroy George Drive | Clyde, NC 28721

November 12, 2018

Martha Frisone, Chief
Healthcare Planning and Certificate of Need Section
N.C. Department of Health and Human Services
Division of Health Service Regulation

Re: Haywood CT Scanner Replacement

Ms. Frisone,

This letter is to notify the Healthcare Planning and Certificate of Need Services that Haywood Regional Medical Center is replacing their existing GE VCTG 64 CT scanner.

The replacement equipment, GE Optima CT 660 64 CT Scanner is similar technology as the existing CT Scanner but will have expanded capabilities due to technological improvements. Patient charges and operating expenses will not increase by more than 10% in the first twelve months after operation as a result of our acquisition of the replacement CT Scanner.

The total project cost for upgrading the existing CT scanner is $895,406. The equipment cost is $685,337, $47,973 sales taxes and installation cost of $162,096.

Please let me know if any additional information is required.

Sincerely,

Jeff Meigs
Chief Financial Officer

Attachment B
Vendor Quote

ATTACHED

GE Healthcare

Date:	11-07-2018
Quote #:	PR9-C126595
Version #:	1
Q-Exp-Date:	12-31-2018

Issued By:
GE Healthcare
FEIN: 14-0689340

Customer Address:
Haywood Regional Medical Center
262 Leroy George Dr
Clyde NC 28721-7430

Attention:
Ms. Ann Ottum
262 Leroy George Dr Clyde
NC 28721-7430

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. "Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) if no Governing Agreement is identified, the following documents:

1) This Quotation that identifies the Product offerings purchased or licensed by Customer;

2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions. In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation.

No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties.

Governing Agreement:	LifePoint Corporate Services
Customer Number:	1-23IAB0
Terms of Delivery:	FOB Destination
Billing Terms:	80% on Delivery/ 20% on Acceptance or First Patient Use
Payment Terms:	NET 30
Total Quote Net Selling Price:	$685,337.43
Sales And Use Tax Status:	No Exemption Certificate on File

** The following ship to states do not impose a sales/use tax (AK, DE, MT, NH, OR). No exemption certificate required.

INDICATE FORM OF PAYMENT:

If "GE HEF Loan" or "GE HEF Lease" is NOT selected at the time of signature, then you may NOT elect to seek financing with GE Healthcare Equipment Finance (GE HEF) to fund this arrangement after shipment.

___Cash/Third Party Loan/Check ___GE HEF Loan

___GE HEF Lease ___Third Party Lease(please identify financing company) _____

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

Each party has caused this agreement to be executed by its duty authorized representative as of the date set forth below.

CUSTOMER

_____ _____

Authorized Customer Signature Date

_____ _____

Print Name Print Title

_____

Purchase Order Number (if applicable)

GE HEALTHCARE
Anthony Morris 11-07-2018

Signature Date

Imaging Account Manager

Email: Kevin.Morris@ge.com
Office: +1 803 608 2460
Mobile: 803-608-2460

GE Healthcare

Date:	11-07-2018
Quote #:	PR9-C126595
Version #:	1
Q-Exp-Date:	12-31-2018

Total Quote Selling Price	**$685,337.43**
Trade-In and Other Credits	$0.00
Total Quote Net Selling Price	**$685,337.43**

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:
Anthony Morris
Office: +1 803 608 2460
Mobile: 803-608-2460
Email: Kevin.Morris@ge.com

Payment Instructions

Please **Remit** Payment for invoices associated with this quotation to:
GE Healthcare
P.O. Box 96483
Chicago, IL 60693

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 the 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
  - The correct SHIP TO site name and address
  - The correct BILL TO site name and address
  - The correct Total Quote Net Selling 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 the applicable quote/agreement number with the reference on the purchase order.
In addition, source of funds (choice of: Cash/Third Party Loan or GE HEF Lease or GE HEF Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

GE Healthcare

Date: 11-07-2018
Quote #: PR9-C126595
Version #: 1
Q-Exp-Date: 12-31-2018

Item No.	Qty	Catalog No.	Description	Ext Sell Price
	1		**Revolution EVO****	
1	1	S7880EX	Revolution EVO System - EX configuration Today's healthcare environment is about creating new solutions to pressing needs. It's about understanding how one CT exam can improve patient outcomes while lowering the cost of providing care. Revolution EVO is designed with the purpose of operating in this new reality, while anticipating the challenges of tomorrow. It's designed to support the widest variety of patients and applications, from complex trauma or cardiac cases, to large patient backlogs in busy emergency departments that strain workflows and resources. The design of Revolution EVO is made for institutions that are unable to sacrifice advanced capabilities such as high resolution for daily productivity. It is well suited for those who need to provide the lowest dose possible. And it provides options to expand your referral physician base and the services you provide to your community. Revolution EVO is the next generation Volume CT with compact design and advanced technologies including Clarity Imaging system delivering up to 0.28mm of spatial resolution enabling you to see fine anatomical details, providing a pathway to a quick, confident diagnosis and delivering vastly improved image quality across the entire body enables you to broaden your clinical applications and potentially improve treatment paths for diverse patient needs. Diagnostic images at the right dose add up to great care. Our innovative iterative reconstruction technologies are designed to reduce noise levels, improve low-contrast detectability and reduce dose for all patients. Additional Smart Dose technologies like organ dose modulation and XR-29 capabilities help you monitor, measure and manage your dose delivery. Often the only thing you can predict about your workday is how unpredictable it will be. Revolution EVO is designed to help you manage this unpredictability - quickly and compassionately. Revolution EVO Smart Flow technologies are designed to help you improve productivity by streamlining user workflow and access to information, enabling you to perform more studies in less time and manage your patient flow up to 40% more efficiently.	$455,400.00

GE Healthcare

Date: 11-07-2018
Quote #: PR9-C126595
Version #: 1
Q-Exp-Date: 12-31-2018

Item No.	Qty	Catalog No.	Description	Ext Sell Price

Revolution EVO is designed to help you compete in your market by helping to manage the health of your patient population today with precision, efficiency and the right dose. ASiR-V low-dose capabilities make it ideal for pediatric scans, oncology and chronic disease follow-up. At the same time, Revolution EVO can give you the flexibility to expand your services to the fastest growing procedures like advanced coronary CCTA and TAVI planning.
Revolution EVO is designed for you
Clarity Imaging Chain

Completely redesigned imaging chain resulting in the best spatial resolution in its class. Including wide coverage of 40 mm and high resolution so that you can see details as small as just 0.28 mm. Clarity's patented design integrates the data acquisition system directly with the photo diode reducing the size of this integrated system by 75%, improving signal to noise by 44% and power consumption by 50% compared to previous systems.
The Performix 40 Plus tube delivers exceptional performance. The new liquid bearing and dual focal spot design improves precision and up to 0.35 second routine rotation enables faster scan times. This may allow for shorter breath holds, may reduce the need for sedation and reduce patient motion artifacts.

Clarity Imaging Chain provides the following:

• 40 mm of coverage

• Cable free between ASIC and Diode, and has a capability to reduce electric noise.

• Generation, up to 90% less heat compared with previous GE technology

• Improved signal to noise up up 44% compared with previous GE technology

• Optimized collimator to reduce scatter dose, noise and artifacts.

• Performix40* Plus X-ray tube provides less focus movement.

• Using the 0.35sec rotation speed and higher pitch, a full-body trauma scan of 1000 mm can be acquired in as little as 6 seconds.

ASiR iterative reconstruction technology may enable reduction in

Item No.	Qty	Catalog No.	Description	Ext Sell Price

pixel noise standard deviation (a measurement of image noise). The ASiR algorithm may allow for reduced mA in the acquisition of images, thereby reducing the dose required.
ASiR iterative reconstruction technology also may enable improvement in low contrast detectability(**)
(**) In clinical practice, the use of ASiR may reduce CT patient dose depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task.
ASiR-V optional
Smart Technologies

Smart Dose

Intelligent technology designed to help you acquire high-quality images using lower doses of radiation, contributing to more accurate diagnoses and lower exposures for patients. Includes dose management tools such as organ dose modulation,

Organ dose modulation

Organ Dose modulation provides reduction of radiation dose via X-ray tube current modulation for sensitive tissues, such as breasts or eyes.

Revolution EVO is compliant with the NEMA XR 25, and XR 29 standards.

Including: Dose Check, DICOM Structured dose reporting. Adult and Pediatric reference protocols

Dose Check - Patient pre-scanning monitoring and alerts.

Receive notifications and alerts if your predetermined dose levels will be exceeded. You can correct and confirm the right settings before scanning to avoid unnecessary radiation dose to your patient. Dose check is based on standard XR 25-2010 published by The Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA).

Dose Reporting: CTDIvol, DLP, Dose Efficiency are displayed to the user during scan prescription and at the end of the exam. The CTDIvol, DLP, and Phantom size used to calculate dose is automatically saved once the user selects End Exam.

DICOM Structured Dose Report generates a CT Dose Report,

Item No.	Qty	Catalog No.	Description	Ext Sell Price

which can enable tracking of dose (CTDIvol and DLP) for the patient by the hospital radiation tracking system.

3D mA Modulation utilizing SmartmA and AutomA,

3D mA Modulation allows you to personalize protocols and optimize dose for every patient – large and small. During the patient scan, in real-time, these automatic exposure controls, modulate dose in 3D helping you deliver consistent mage quality because it automatically accounts for the changing dimensions of your patient's anatomy. 3D mA modulation acquisitions may reduce dose compared with fixed mA acquisitions. Auto mA modulation is designed to optimize the dose for the user prescribed noise index. Its effect on dose depends on the patient body habitus, and prescribed noise setting.

Dynamic Z-axis tracking

Dynamic Z-axis tracking provides automatic and continuous correction of the x-ray beam shape to block unused x-ray at the beginning and end of a helical scan to reduce unnecessary radiation.

DoseWatch Explorer*§ Web based dose management solutions.

Analyze, identify, and optimize patient dose. Track and monitor patients' cumulative radiation dose over time and take steps to prevent excessive radiation dose.
- DoseWatch Explore is an introductory dose management software application that provides you secure access, via any PC with internet access, to dose and protocol data from this system. An InSite connection to the system and completion of the registration process is required to use the DoseWatch Explore application. For US and Canadian Customers, this quotation includes access to the DoseWatch Explore application for a period of time concurrent with the system warranty.

Smart Flow

Designed to help you improve productivity and patient experience by streamlining your workflow and access to information.

Smart Flow technologies:

Silent design of Revolution EVO gantry allows significant reduction of audible noise compared with previous GE

Item No.	Qty	Catalog No.	Description	Ext Sell Price

technology.

Xtream Display is a multi-purpose touch LCD screen on the Revolution EVO gantry. .Xtream Display can show the user basic patient information as well as enable advanced capability of One Stop ED mode and instructional or distraction videos. The user can confirm patient information in the scan room, improving workflow improvement with preset positioning (Default Patient positioning) on gantry display.

Fast, hands-free patient positioning

Xtream Display provides workflow improvement with preset positioning (Default Patient Positioning) on the gantry display. Default Patient Positioning provides user friendly positioning. After patient is positioned on the table, the operator touches the selects the anatomical reference on the Xtream Display. The table is transferred to that anatomical reference simply by the foot pedal has been pressed by the user.

One stop scanning mode - Exam prescription from the patient's side,

Revolution EVO's exceptional one stop scanning mode provides a streamlined workflow on the Xtream Display. From the Xtream display at the gantry the user can: 1. select the patient from the worklist, 2, Select the appropriate protocol, 3, Confirm the firm the 1st within the selected protocol. All without having to leave the patients side.

Image Check - Real-time reconstruction during the scan:

With Image Check, up to 55 images are reconstructed and available per second. Reconstructing images in real time helps you focus solely on the well being and diagnosis of your patient.

Instructional or Distraction videos

Instructional videos are to assist the user in explaining the CT examination to patients. This is very useful when the user and patient do not speak the same language. Distraction videos are for young patient to help keep them distracted during exam prep and scanning.
Additional the Movie Change feature allows you to upload your own video

10 PMRs

Item No.	Qty	Catalog No.	Description	Ext Sell Price

For trauma patients, when the extent of the injuries is unknown, you can prospectively prescribe up to 10 multiphase reconstructions and easily prioritize which one you need first.
Protocol management

GE's protocol management is improved with the addition of a workflow improvement feature, which allows easy configuration of back to back Axial or helical scans of the same anatomy at two different X-ray energies (kVps). To further improve registration accuracy, patient immobilization may be utilized. The additionally acquired dual energy data can be post-processed on console or AW workstation using Add/Sub function to gain additional clinical information.

Access to advanced applications right on the console.
Smart IQ

IQ Enhance pitch booster - Scan a chest in as fast as two seconds with 175 mm/sec acquisition speed to help shorten patient breath-holds while maintaining image quality. Requires 0.35 second rotation speed capability to achieve 175mm/sec.. .

Adaptive Enhance Level Adjustment (AELA) may improve visual spatial resolution while maintaining pixel noise standard deviation and artifact.

Direct MPR with Auto-Batch feature, affording automatic real-time direct reconstruction and transfer of fully corrected multi-planar images, also allows users to move from routine 2D review to prospective 3D image review of axial, sagittal, coronal, and oblique planes while enabling automated protocol-driven batch reformats to be created and networked to their desired reading location.

Scan mode: Helical

- Helical Scan Speeds: Full 360° rotational scans: 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0 second
- Helical Pitch (nominal): 0.516 to 1.531
- Cardiac Pitch: 0.16 to 0.325 (with cardiac option)
- Selectable kV: 80, 100, 120, 140
- Selectable mA: 10 to 560, 5mA increments
- Reconstruction Algorithms: Soft Tissue, Standard, Detail, Chest, Bone, Bone Plus, Lung, Ultra, Edge, Edge Plus

GE Healthcare

Date: 11-07-2018
Quote #: PR9-C126595
Version #: 1
Q-Exp-Date: 12-31-2018

Item No.	Qty	Catalog No.	Description	Ext Sell Price

Scan Mode: Axial & Cine

• Scan Speeds: 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, and 2.0 second full scans (360° acquisition).

• Selectable kV: 80, 100, 120, 140

• Selectable mA: 10 to 560, 5mA increments

• Scan Plane Geometry: ± 30° gantry tilt, 0.5° increments

• Reconstruction Algorithms: Soft Tissue, Standard, Detail, Chest, Bone, Bone Plus, Lung, Ultra, Edge, Edge Plus

System Components:

Gantry Advanced slip ring design continuously rotates the generator, Performix*40 Plus, Clarity detector and data acquisition system around the patient.

Aperture: 70 cm

Maximum SFOV: 50 cm

Tilt: +/ 30 degrees, speed 1 degree/sec

Multi-purpose LCD touch screen display with workflow features

Integrated start scan button with countdown timer to indicate when x-ray will turn on.

X-ray Tube: Performix*40 Plus liquid metal bearing tube unit offers an optimized design for exams requiring a number of scans without tube cooling.

• Performix*40 Plus with 7.0MHU of storage and capability of 72 kw operation provides increased helical performance with greater patient throughput

• Wide range of technique (10 mA to 560 mA, in 5 ma increments) gives technologist and physician flexibility to tailor protocols to specific patient needs for optimizing patient dose.

• Heat storage capacity: 7.0MHU(Performix*40 Plus)

• Dual Focal Spots:

o Small Focal Spot: 0.7 (W) x 0.6 (L) Nominal Value; (IEC 60:193)

o Large Focal Spot: 0.9 (W) x 0.9 (L) Nominal Value; (IEC 60:193)

High Voltage Generator: High Frequency on-board generator allows for continuous operation during scan.

72kW system

GE Healthcare

Date: 11-07-2018
Quote #: PR9-C126595
Version #: 1
Q-Exp-Date: 12-31-2018

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			• kV: 80, 100, 120, 140 • Max Power (Hardware): 72kW • mA: 10 to 560mA, 5mA increments (600 mA with cardiac option) Clarity Hilight Detector: 64 slice system 40 mm Clarity Hilight Detector system is comprised of 54,272 individual elements with 64 rows of 0.625mm thickness at isocenter. All data is acquired as thin slice at 0.625mm with the ability of thicker slices from image reconstruction or processing. 98% absorption efficiency. Clarity DAS (Data Acquisition System): The Clarity DAS dramatically reduces noise and improves image performance. • 2,460 Hz maximum sample rate. • 861 - 1968 views per rotation. Revolution EVO computer system: • 2,100GB Disk (system, image, scan disks) stores up to 460,000 512x512 images and 3520 scan rotations at 64 channel mode or up to 1,500 scan data files, or up to 300 exams. • Reconstruction speed with Standard reconstruction: Up to 55 frames per second with Image Check and Up to 35 frames per second in full 512 matirx Warranty: The published Company warranty in effect on the date of shipment shall apply. The Company reserves the right to make changes. General Electric Company reserves the right to make changes in specifications and features shown herein, or discontinue the product described at any time without notice or obligation. Laser alignment devices contained within this product are appropriately labeled according to the requirements of the Center for Devices and Radiological Health. Asterisk*: Trademark of General Electric Company	
2	1	B7590EN	English Keyboard Kit English Keyboard Kit	Incl.

GE Healthcare

Date: 11-07-2018
Quote #: PR9-C126595
Version #: 1
Q-Exp-Date: 12-31-2018

Item No.	Qty	Catalog No.	Description	Ext Sell Price
3	1	B7660MR	CT Standard cable set System standard cable set	Incl.
4	1	B7880AC	VT2000 TABLE The CT system 2000 table enables volume scanning. Key features of the VT 2000 table include: 500 lb weight capacity, 2000 mm scannable range, 175 mm/sec travel time, real-time position control to support advanced application such as SnapShot Pulse, VolumeShuttle, and Volume Helical Shuttle.	$4,400.00
5	1	S7880AB	5-Beat Low Dose Cardiac Package The Low Dose 5-Beat Cardiac package allows the user to acquire cardiac imaging exams with retrospective or prospective gated acquisitions utilizing up to 0.35 second rotation speed for excellent cardiac exams. This package contains the following items necessary for CT Coronary Angiography: SnapShot Pulse (Pre-Requisite: CardIQ Xpress Reveal 2.0 on an AW or AW Server) Prospectively gated cardiac scanning technique that helps reduces patient dose by up to 83%, and improves cardiac workflow, with excellent image quality. The technique captures a complete picture of the heart using a series of three to four snapshots taken at precise patient table positions and precisely gated (relative to conventional cardiac CT acquisitions). SnapShot Pulse helps improve workflow by reducing the size of image set to be reconstructed, reviewed and post processed. A typical SnapShot Pulse series consists of 280 to 400 images, compared with up to 3,000 images in a typical helical cardiac scan series. Since there's a smaller number of images to reconstruct, SnapShot Pulse takes less time, yet still delivers the same amount of information as a helical cardiac exam. SnapShot Imaging Retrospectively gated helical gated cardiac scanning technique used to acquire ECG gated CT images of the coronary arteries when prospective gating can't be used. SnapShot imaging option allows users to acquire cardiac images of patients using the following cardiac	$81,400.00

Item No.	Qty	Catalog No.	Description	Ext Sell Price

imaging techniques:
- Retrospectively EKG-gated helical scanning method - SnapShot: primarily used for cardiac morphology imaging, with this technique, cardiac images of single or multiple cardiac phases at any given Z-axis location can be acquired and generated.
- EKG-gated Multi-slice CINE Scan mode: used primarily for coronary artery calcification scoring (CACS) studies or for cardiac morphology imaging.
Once a specific imaging model is selected, helical pitch and/or gantry rotation speed will
be automatically selected for optimal scan coverage and image quality.
SnapShot Assist
(This feature is only enabled on CT products that support this feature)
Helps users Optimize ECG-gated CT acquisitions based on patient heart rate characteristics. SnapShot Assist uses the patient's recorded heart rate information to display scan parameters (including scan mode, cardiac phases, padding and pitch) that could be used during the cardiac CT scan. SnapShot Assist generates a cardiac scan parameter recommendation using the patient's ECG analysis and user defined protocol selection algorithm. It uses the patient's recorded heart rate information to predict the heart rate behavior during a CCTA scan to assist the user with optimization of the parameters on a per-patient basis. Acquisition parameters displayed include scan mode (Cine SnapShot Pulse, Helical SnapShot Segment, etc.), cardiac phases, padding, and pitch. User Profiles define scan parameters within the heart rate and variability categories for a specific patient group and cardiac scan mode.
Xtream 12" Gantry Display and Operator Console ECG Trace
(This feature is only enabled on CT products that support this feature)
The ECG trace provided by the ECG monitor will be displayed on the CT gantry and operator's console with this option. Allowing the user to display the live trace of the patient's heart rate and display the actual location of the window of time when the image are being acquired. It will provide easy access to patient cardiac

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			output status and assist in providing visual feedback for optimum acquisition start. ECG Editor The ECG Editor allows the user to retrospectively modify trigger points identifying R-peaks on ECG trace as displayed on the console. The capability may improve successful cardiac acquisition rate by enabling users to perform the modification in the cases with irregular heartbeat or suboptimal triggers. Cardiac Enhance Cardiac Enhance Filters provides users the capability to reconstruct filtered images using three steps of noise (pixel noise standard deviation) reduction for helical and axial cardiac imaging, which may allow a reduction of mA while maintaining an acceptable level of image performance. ECG Dose Modulation ECG gated dose modulation reduces patient dose by modulating x-ray technique during acquisition based on heart phase. The ECG monitor comes with this cardiac package. It will be used to monitor patient cardiac output and synchronize acquisition with that output.	
6	1	B7900LC	Low Dose CT Lung Screening Option with Indication For Use This option provides lung screening reference protocols that are tailored to the CT system, patient size (small, average large), and the most current recommendations from a wide range of professional medical and governmental organizations. Now, qualified GE Healthcare CT scanners with this option are formally indicated for, and can be confidently used by physicians for low dose CT lung cancer screening of identified high-risk patient populations. These protocols deliver low dose, short scan times, and clear and sharp images for the detection of small lung nodules. **Early** detection from an annual lung screening with low dose CT in high-risk individuals can prevent a substantial number of lung cancer-related deaths. All new GE 64-slice and greater CT scanners, and virtually all of the 16-slice CT scanners that GE Healthcare sells are qualified for this screening option. This solution is also available to thousands of qualified GE CT scanners currently in use, increasing access to	Incl.

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			the quality scanners that satisfy both patient and physician needs. The new protocols, do include the choice for the user to be able to utilize GE Healthcare's industry-leading technologies such as ASiRTM, ASiR-VTM and VeoTM that are designed to reduce image noise, which is undesirable for physicians looking for small nodules. This option contains two documents. Lung Cancer Screening Option Reference Protocol Guide, and the Lung Cancer Screening Option User Manual / Technical Reference Manual i) The following GE Healthcare CT scanners are qualified to receive the new low dose CT Lung Cancer Screening Option: LightSpeed 16, BrightSpeed Elite, LightSpeed Pro16, Optima CT540, Discovery CT590 RT, Optima CT580, Optima CT580 W, Optima CT590 RT, LightSpeed Xtra, LightSpeed RT16, LightSpeed VCT, LightSpeed VCT XT, LightSpeed VCT XTe, LightSpeed VCT Select, Optima CT660, Revolution EVO, Discovery CT750 HD, Revolution HD, Revolution CT, Revolution Frontier. ii) Moyer V. Screening for Lung Cancer: U.S. Preventive Services Task Force Recommendation Statement. Ann Intern Med. 2014;160:330-338. http://www.uspreventiveservicestaskforce.org/Page/Document/RecommendationStatementFinal,	
7	1	B7880MR	Smart MAR option MAR (Metal Artifact Reduction) software MAR helps reduce photon starvation, beam hardening and streak artifacts caused by high Z materials in the body, such as hip implants. The clarity of MAR images is addressing the challenges posed by metal artifacts, helping clinicians accurately contour targets and critical organs. MAR offers: Exceptional image quality. MAR is based on the latest in GE Healthcare	$26,400.00

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			smart technology, which uses a novel three-step, sinogram-based iterative algorithm. Streamlined workflow. MAR requires only one scan, making the process of obtaining a corrected image fast and efficient. Dose conscious. MAR requires only one acquisition. Patient comfort. The efficient, single-scan process helps to reduce patient time inside the scanner. Versatility. MAR is designed to enhance clarity across a range of images including scans of hip implants, dental fillings, screws and other metal objects.	
8	1	B7868FM	SmartView Fluoro Option SmartView software (TM) provides continuous, real-time CT fluoroscopy with a nominal image lag of only 0.20 seconds and reconstruction at up to 24 fps (3 view ports at 8fps each) with in-room viewing and manual x-ray control. SmartView provides tilted or nontilted imaging for performing biopsies and other interventional procedures with coverage up to 15mm. The intuitive user interface provides six user-selectable display layouts, in-room image review and WW/WL control. The image display supports single or multiple real-time images, a free viewport, and timers for remaining and accumulated exposure time. The display control panel provides roam, zoom, magnify, measurement, annotation, grid, image orientation and save screen image review capabilities. Reconstruction modes, 3i - 24 fps (3 view ports at 8fps each) or 1i - 12fps, may be used to create the following image slice thicknesses with 340 x 340 matrix images for all scan fields of	$19,800.00

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			view. • 1.25mm (16 & 64 channel system only) • 2.5mm • 5mm • 7.5mm • 10mm	
9	1	B7880CT	CT Interventional H/W Kit The CT intervention kit provides the hardware required for CT interventional procedures. This kit includes the in-room Monitor with suspension arm, Hand Held Controller, X-ray Exposure Foot Pedal and Cradle Handle required for in-room acquisition control and image review. The hand held controller provides the operator with the ability to prepare and perform interventional CT procedures, to turn alignment lights on and off, to move the cradle, review images and adjust the window width/level; and turn x-ray on via the foot switch. Requires either SmartStep or SmartView to perform CT interventional procedures	$13,200.00
10	1	E4502KY	10 KVA Partial UPS for CT LightSpeed and LightSpeed PRO The 10 KVA Partial UPS has been specifically designed to coordinate with GE Healthcare CT and PET/CT scanners. In the event of a power outage, a partial system UPS provides continuous backup power to the scanner host and control computers, thus assuring no loss of usable scan data. • Critical circuits in the gantry and table remain powered which facilitate the safe of the patient from the scanner. • If power is restored within the battery hold-up time, the operator can continue scanner operations without the need to reboot the system. • When longer power outages are anticipated, the UPS provides time for the operator to to complete an orderly shutdown of the system software. • Maintains system electronics and allows critical scanner operations to continue for 10 minutes (typical) after loss of power	$18,681.92

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			• Protects electronics from under voltage, brownouts, line sags, over voltage and transients • Dimensions (H x W x D): 32.7" x 12" x 32" • Weight: 350 lbs. • Output Frequency: 50 or 60 Hz, auto-sensing NOTES: • ITEM IS NON-RETURNABLE AND NON-REFUNDABLE • REMOVAL/DISPOSAL OF OLD UPS IS THE CUSTOMER'S RESPONSIBILITY • INSTALLATION AND RIGGING IS NOT INCLUDED • CONTACT GE SERVICE FOR START-UP ASSISTANCE	
11	1	E4502BB	CT Main Disconnect and UPS Control 380-480V 50 60Hz 90A Main Disconnect Panel (MDP) UL 90A 400/480V 50/60Hz 3 phases for CT, PET and PETCT The (Main Disconnect and UPS Control Panel serves as the main facility power disconnect source installed ahead of the CT system PDU. On systems where the optional partial system UPS is included in the system, the panel provides NEC mandated UPS emergency power-off control function via a UPS control cable included with the UPS. The optimized design PDB saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, control power source and required warning lights into a compact factory manufactured panel. The panel provides short circuit protection, overload protection and National Electrical Code and Canadian Electrical Code required emergency shutdown for the system. The 24-volt low voltage controls all power, using either the panel cover mounted EMERGENCY OFF push button or the remote EMERGENCY OFF push button included with each system. The PDB is painted to match the imaging system for a total coordinated system appearance. Available in a combination surface\semi-flush mounted enclosure. The system provides stock availability of otherwise special-order devices, saving time and installation costs. Benefits	$5,118.41

Item No.	Qty	Catalog No.	Description	Ext Sell Price

- The System Main Disconnect saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, the feeder overcurrent devices, magnetic contactors and UPS emergency power-off into one compact panel
- The system provides stock availability of otherwise special-order devices, saving time and installation costs
- Reduces installation time and cost by eliminating delays in obtaining individually enclosed components and by eliminating on site assembly
- UPS emergency power-off functions are included for future, partial system UPS addition.
- Disconnects system power on first loss of incoming power, preventing damage to system components
- Provides a standardized platform for UPS or other future GE engineered modifications or upgrades
- Main power disconnect operating handle can be padlocked in the OFF position for servicing safety and OSHA lock out/tag out
- The door has provisions for padlocking
- Enclosure door is interlocked with ON / OFF disconnect handle to prevent unauthorized access if disconnect is in the ON position Features
- Optional partial system UPS provides clean uninterrupted power to the system computer, maintaining system integrity during power loss while also providing a solution to power quality problems
- UL, cUL listed, and CE labeled
- Supplied with low voltage, cover mounted Push to Stop, Twist to Restore pushbutton and long-life LED pilot lights
- Provides overcurrent and short circuit protection with GE GuardEON solid-state circuit breakers
- Suitable for use on systems with 25,000A of short circuit current. It is the installer's responsibility to verify that the available shout circuit current is 25,000A or less for compliance to all electrical codes
- Emergency-off disconnects power to both the PDU and optional partial system UPS output, per National Electric Code

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			• Factory wired and tested • All devices are selected for high reliability and long life • Panel disconnect provides OSHA lockout / tag out provisions Remote EPO • This MDP comes with two normally closed contact blocks attached to the back of the emergency off push button. Seismic Specifications • This Panel has been certified by an independent California structural engineer in conformance with the shake testing requirements of ICC-AC 156. The California OSHPD number is OSP-0457-10. • The seismic performance characteristics are as follows: SDS(g) # 2.56; z/h # 1.0 ; Ip # 1.5 Physical Characteristics • Dimensions: Height x Width x Depth: 24 x 16 x 7 inches (610 x 407 x 178 mm) • Handle depth: 2.75 inches (70 mm) • Weight: 46 pounds (21 kg) Components supplied with each panel • The Main Disconnect and UPS Control Panel • An Installation, Operations & Service Manual • (2) sets of Emergency Power Off pushbuttons with 2NC on each EPO • Drawings and Electrical Schematics	
12	1	E8016AN	CT Table Slicker with Cushion - 2000 Systems (2-pc Set) CT Table Slicker with Cushion - 2000 Systems (2 Piece Set) FEATURES/BENEFITS • Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover • Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids • Increase system uptime by protecting table from spills and particulate contaminants • Thermo-sealed seams and flaps prevent contaminate	$347.60

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			buildup in hard to clean areas COMPATIBILITY • VCT with GT 2000 Table, CT HD750	
13	1	E8016BA	CT Footswitch Slicker - 2000 & 1700 Systems CT Footswitch Slicker - 2000 & 1700 Systems The footswitch slicker for CT VCT 2000 and 1700 systems is made of durable, clear PVC plastic that protects the footswitch and facilitates faster, more thorough cleanup of contamination caused by blood and other body fluids. Cover is held securely in place with Velcro...H	$39.50
14	1	W0143CT	TiP CT Imaging Academy Training: Revolution EVO Core Training Package TiP CT Imaging Academy Training: Revolution EVO Core Training Package Training package includes partnership and planning discussions as well as CE accredited go-live, follow-up, and advanced training over the course of 10 onsite days and 10 TVA hours; additional CE accredited online and remote training is also included. Key components include Preparation, Pre-Onsite, Onsite, and Ongoing Training. • The Preparation component aligns the training plan with customer specific needs and expectations. It includes discussion of a program overview and customized training options as well as staffing and scheduling and identification of IT needs and support. • The Pre-Onsite component includes online self-paced prerequisite learning taken prior to and in preparation for onsite training. This will help build foundational knowledge to enable maximum engagement and retention during onsite training. Learners can immediately apply new concepts into clinical practice. • The Onsite component provides agendas that include a structured Phase one agenda featuring training on the key	$24,900.00

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			functions and features of the scanner and including hands on practice and protocol building. Several customized agenda options are available post turnover based on clinical specializations and advanced scanning designed to cater to staff competencies and desired outcomes. This component is delivered onsite by an experienced Clinical Applications Specialist. • The Ongoing component provides the opportunity for continued learning, anywhere and anytime, through virtual training sessions with GE experts, continued access to online training modules, reference guides and tutorials. Non-emergency assistance will also be available via the Answerline during the warranty period. These resources will help to maintain clinical performance, continue to improve upon knowledge and competencies and ongoing development of skills. Program concludes one year after the initial start date. Instruction is provided from 8 AM to 5 PM, Monday through Friday and includes T&L expenses.	
15	1	R23053AC	Standard Service License GE Healthcare has reclassified its service tools, diagnostics and documentation into various classes (please refer to the Service Licensing Notification statement at the beginning of this Quotation). The Standard License provides access to service tools used to perform basic level service on the Equipment and is included at no charge for the warranty period.	Incl.
	1		**AW VOLUMESHARE 7**	
16	1	M81561KB	AW VolumeShare 7 Hardware Upgrade AW Hardware Upgrade to VolumeShare 7 with 32GB of RAM. All applicable existing licenses will be transferred at system install. NOTE: The AW Workstation that is to be Upgraded with this purchase becomes the Property of GE Healthcare. Upon Installation	$29,210.00

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			Of the New AW Workstation, the current AW Unit must be De-Installed and Returned To GE Healthcare. NOTE: A Signed Trade-in Addendum Required Upon Order. AW VolumeShare 7 is a multi-modality image review, comparison and post processing workstation built with simplicity and power at its core. Powerful software is optimized to take advantage of state of the art 64 bit technology and multiple cores to ensure leading edge performance. AW VolumeShare 7 features include: Hardware: o HP Z440 Workstation o CPU: Intel Xeon E5-1660v3 (Haswell) Eight-Core @ 3.0 GHz with 20MB L3 Shared Cache each with Dual QPI @ 8 GT/s o RAM: 32GB (8x4GB) Four-channel DDR4 ECC RDIMM @ 2133 MHz o GRAPHICS: NVIDIA Quadro NVS310 with 1 GB Video RAM o 1x 256GB SATA3 SSD for OS and Apps o 2x 512GB SATA3 SSD in RAID 0 for 1TB data storage Software: o GE Healthcare HELiOS 6 operating system o Volume Viewer for advanced post-processing o Demo Exams for training and exploration o Fast access to information you need through optional RIS integration & priors post-fetch	

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			o Efficient workflow through dynamic load, end review and Key Image Notes features o Productivity package to pre-process exams and allow up to 8 simultaneous sessions o Applications usage monitor to track and view usage of your system o Smart layouts with Volume Viewer General review protocol that optimizes comparison and single exam layouts o Enhanced multi-modality contouring tool with support for PET SUVs o Support for external DICOM USB media and preference management tool to exchange preferences across users o Support for optional, broad suite of multi-modality advanced applications	
17	1	M80281AA	AW VolumeShare 7 Monitors AW VolumeShare 7 Monitors are two high-quality monitors offering bright and high contrast imagery suited to the display of medical images per the AW VolumeShare Indications for Use. Each provides a 19" 1280x1024 (5:4 aspect ratio) display that complies with international medical and patient safety standards and offers the following specifications: • Maximum luminance (panel typical) : 330 nit • DICOM Part 14 calibrated luminance: 215 nit • Contrast ratio (panel typical) : 900:1 • An ambient light sensor • Brightness non-uniformity (measured as per DIN6868-157) : +/-25%	$1,840.00
18	1	B79971JK	SmartScore 3.5 To 4.0 Upgrade SmartScore 3.5 to 4.0 Upgrade	$4,600.00

GE Healthcare

Date: 11-07-2018
Quote #: PR9-C126595
Version #: 1
Q-Exp-Date: 12-31-2018

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			SmartScore 3.5 to SmartScore 4.0 is for the Advantage Windows Workstation. New features include: Mass Score, automatic highlighting of the calcium, new mouse modes and improvements to patient report. Pre-requisite: Must have previous version of SmartScore.	

Quote Summary:

Total List Price:	**$1,498,017.00**
Total Discount: (54.25%)	**($812,679.57)**
Total Extended Selling Price:	**$685,337.43**
Total Quote Net Selling Price	**$685,337.43**

(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price Includes Trade In allowance, if applicable.)

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 (does not include SaaS); "SaaS," or software as a service, is non-exclusive and non-transferable access and use of a GE Healthcare web or mobile-based platform and/or software application and associated support; "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 Digital Products" are: (i) Software or SaaS identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product or SaaS as made available by GE Healthcare to Customer.

2. Term and Termination. Software licenses, Services and/or SaaS 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 it. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. Software License. Other than as identified in a 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 in the United States. Customer's independent contractors (except GE Healthcare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. If GE Healthcare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of 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 or SaaS Quotations, Third Party Products and/or related professional or installation services; those orders are non-cancellable.

4.1.2. Used Equipment. Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications ("Used Equipment"). Sale of Used Equipment 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 is responsible for network and site preparation, including costs, in compliance with 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 Products requiring installation, if GE Healthcare delivers the Product 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 Digital 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 project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare Digital 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) 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) 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 Digital Products to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. 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 Digital 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, the Service is provided or the SaaS is accessed will govern this Agreement.

7.3. Force Majeure. Performance time for non-monetary obligations 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, SaaS 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 will survive the Agreement's end.

7.6. Intellectual Property. GE Healthcare owns all rights to the intellectual property in GE Healthcare's Products, Services, SaaS, Documentation and statements of work related to a Quotation ("SOW") or otherwise. Customer may provide GE Healthcare with feedback related to Products, Services, SaaS and related Documentation, and GE Healthcare may use it in an unrestricted manner.

8. Compliance.

8.1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products or using SaaS 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 or SaaS 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. GE Healthcare is not responsible for: (i) securing Customer's network; (ii) preventing unauthorized access to Customer's network or the Product; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; or (vi) providing or validating antivirus or related IT safeguards unless sold to Customer by GE Healthcare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK, PRODUCT OR SAAS IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

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

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-validated parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

8.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product or SaaS 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 or SaaS. 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 or SaaS purchase, the respective start date for Services or SaaS; 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: (i) Customer will provide GE Healthcare with, and maintain, a GE Healthcare-validated remote access connection to service the Product; or (ii) GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

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 defined in 45 C.F.R. § 160.103) ("PHI"), GE Healthcare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE Healthcare, Customer must ensure that all PHI stored in it is deleted.

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

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; (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software; and/or (iii) terminate Customer access to the SaaS or remote hosted 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 LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE, SAAS OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE, SAAS OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

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

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, Software or SaaS in accordance with the Specifications, 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 defend Customer against and pay for Customer losses arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE Healthcare's: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

Customer will indemnify and defend GE Healthcare against and pay for GE Healthcare losses arising from third party claims brought against GE Healthcare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer's: (a) medical diagnosis or treatment decisions; (b) misuse or negligent use of the Product or SaaS; (c) modification of the Product or SaaS; or (d) material breach of this Agreement.

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

11. Positron Emission Tomography ("PET") and Computed Tomography ("CT"). Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system.

12. CT Uptime Commitment. GE Healthcare will provide an uptime commitment during warranty for CT Equipment (excluding peripherals) if Customer provides GE Healthcare with: (i) access to the CT Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to the CT Equipment. The "Uptime Commitment" for CT Equipment is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

If GE Healthcare fails to meet the Uptime Commitment over a 26-week period, it will extend the warranty as follows:

% Less than Uptime Commitment	Warranty Extension
0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
> 13.0	6 weeks

Uptime is calculated as follows:

$$\left(\frac{UptimeBase - Downtime}{UptimeBase}\right)$$

"Uptime Base" = ("a" hours per day X "b" days per week X 26 weeks) – (Planned Maintenance ("PM") hours during prior 26 weeks), where "a" hours per day and "b" days per week are determined by the standard warranty for the CT Equipment. "Downtime" is the number of hours during which the CT Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE Healthcare that the CT Equipment is inoperable and unavailable for use due to GE Healthcare's design, manufacturing, material or performance failure ("Critical Malfunction"). Downtime ends when the CT Equipment is available for clinical use. To be eligible for the Uptime Commitment, Customer must maintain a performance log that includes data required to calculate Downtime.

13. DoseWatch Device License. Each connection of a Device (defined below) to the DoseWatch Software requires Customer to purchase a unique Device license referencing a Device ID that allows concurrent use of the DoseWatch Software with that Device at a specified Customer facility on Customer's secured network. All other terms, duration and warranties applicable to the Software license apply to the Device license. "Device" is specific Customer equipment approved by GE Healthcare to be connected to DoseWatch Software under this Agreement. Additional Device connections may be added to this Agreement, subject to individual Device licenses, and related installation, implementation, configuration and optimization services at GE Healthcare's then-current rates.

14. Software as a Service Terms.

14.1. Scope. GE Healthcare will provide Customer with the SaaS in accordance with the terms of this Agreement and its Documentation. GE Healthcare will assist Customer with technical issues via phone, email or online support as provided generally to SaaS customers.

14.2. Term and Termination. The SaaS term is identified in the Quotation and renews automatically for the same duration as the initial term unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, price increases will be communicated with 90 days' prior written notice. SaaS Quotations are not cancellable, except that either party may terminate the SaaS after the initial SaaS term or any subsequent renewal period by providing at least 90 days' prior written notice to the other party. On termination or expiration of the SaaS: (i) Customer must immediately discontinue use of the SaaS and return any associated leased hardware to GE Healthcare; (ii) GE Healthcare will remove Customer's access; (iii) GE Healthcare may destroy information, images or data, including PHI, associated with a patient ("Patient Information") or otherwise; (iv) Customer must destroy its copies of Documentation; (v) Customer must immediately pay all fees due; and (vi) all rights and obligations of the parties terminate, except those that accrued prior to termination, expiration or as otherwise identified in this Agreement.

14.3. Payment. Payment terms are in the Quotation. Travel, living and incidental project-related expenses are Customer's responsibility and

will be invoiced separately as incurred.

14.4. Access and Use. Customer must ensure: (i) use of the SaaS is consistent with this Agreement; (ii) the SaaS is used only for its internal business operations in the United States; (iii) the SaaS is not accessed by non-Customers, unless GE Healthcare consents and then Customer must ensure that those users comply with this Agreement and any terms of use prompted by the SaaS; and (iv) users maintain individually-assigned confidential user identifications and control mechanisms to access the SaaS. Customer will notify GE Healthcare immediately of unauthorized access to or use of a user name, password or other breach of security. GE Healthcare may disable any user name, password or other identifier if it believes Customer has breached this Agreement. If GE Healthcare provides connectivity software with the SaaS, Customer will be granted a license to it for the term of the SaaS in accordance with the Software License terms set forth in this Agreement. GE Healthcare may charge additional fees if Customer requires professional services or additional hardware resources.

14.5. Patient Information. Customer must: (i) obtain necessary consent from patients for use, access, disclosure and transfer of Patient Information; (ii) develop, implement and train users on privacy and security policies in compliance with applicable laws and regulations and ensure compliance with those policies; (iii) provide GE Healthcare with a copy of those policies and patient consents on request; (iv) not use, disclose, access or transfer Patient Information that has been opted out without express consent from the respective patient(s); and (v) comply with changes in laws and regulations regarding patient consents related to the use of clinical, administrative or financial information.

14.6. Content. GE Healthcare does not own, control, verify or endorse: (i) non-GE Healthcare content uploaded to the SaaS; or (ii) access to or use of the SaaS granted by Customer. Customer is responsible for content that it uploads, accesses or uses. Reliance on content uploaded to the SaaS is at Customer's own risk. The SaaS may contain tools that may only be used by qualified healthcare providers, and it is the Customer's and/or healthcare provider's responsibility to use its independent medical and professional judgment to make clinical or financial decisions. Uploaded or created content may be deleted upon reasonable notice.

14.7. Modifications. GE Healthcare may, with notice: (i) withdraw or amend all or part of the SaaS; and (ii) restrict access for maintenance or other reasons. Revisions are effective when made by GE Healthcare.

14.8. Prohibited Activities. Customer must not use the SaaS, and ensure the SaaS is not used, to: (i) transmit or upload promotional material or objectionable content; (ii) engage in conduct that adversely affects another person or entity or otherwise exposes them to liability; (iii) promote or assist in illegal activity; (iv) access, use or interfere with the proper working of the SaaS or any related server, computer or database unless authorized by GE Healthcare; (v) introduce viruses, trojan horses, worms, logic bombs or other harmful material; (vi) modify, reverse engineer, copy or create derivative works of the SaaS; (vii) remove or modify labels or notices of proprietary rights of the SaaS or Documentation; or (viii) use the SaaS outside of the scope defined in this Agreement or the Quotation.

14.9. Audit. GE Healthcare may audit Customer's use of the SaaS 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 access to or use of the SaaS.

14.10. Disclaimer of Warranties. GE HEALTHCARE DOES NOT WARRANT THAT THE SAAS WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. GE HEALTHCARE WILL NOT BE LIABLE FOR ANY LOSS CAUSED BY AN ATTACK, VIRUS OR OTHER EVENT THAT AFFECTS CUSTOMER'S USE OF THE SAAS OR CONTENT OBTAINED THROUGH IT. OTHER THAN ANY UPTIME COMMITMENT, THE SAAS IS PROVIDED IN ACCORDANCE WITH ITS DOCUMENTATION ON AN "AS AVAILABLE" BASIS. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, GE HEALTHCARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR TO THE ACCURACY, RELIABILITY OR USEFULNESS OF STATEMENTS, CONTENT, OR PRODUCTS OR SERVICES MADE AVAILABLE OR OBTAINED THROUGH THE SAAS. GE HEALTHCARE MAKES NO WARRANTY THAT THE SAAS OR CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, MEET CUSTOMER REQUIREMENTS, OR THAT DEFECTS WILL BE CORRECTED.

14.11. Customer Indemnity. In addition to other indemnification obligations in this Agreement, Customer will indemnify and hold GE Healthcare harmless against damages that GE Healthcare becomes legally obligated to pay related to: (i) content, format, inaccuracy or incompleteness of Patient Information uploaded by Customer or users; (ii) consent for use, access, disclosure and/or transfer of Patient Information; (iii) use of the SaaS by Customer or users in any manner not authorized in writing by GE Healthcare; (iv) Customer's intellectual property infringement or privacy violations; (v) investigations by law enforcement, technical disruption, or Customer's use or access of the SaaS; (vi) Customer's or users' breach of this Agreement with respect to the SaaS; and (vii) violations of federal or state wage and hour laws alleged by third parties or Customer employees.

GE Healthcare Warranty Statement

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 provided "AS IS" and is not warranted by GE Healthcare.

1.5. Accessories and Supplies. Warranties for accessories and supplies are at www.gehealthcare.com/accessories.

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) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE Healthcare's control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) adjustment, alignment, calibration, or planned maintenance; (v) network and antenna installations not performed by GE Healthcare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE Healthcare (ix) Products immersed in liquid; and (x) 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), except Optima XR240amx partial upgrades, which are warranted for 1 year
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 original equipment manufacturer ("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.
Optima X-Ray 240amx: 2 years (excluding detectors, which are standard)
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
LOGIQ e, Venue 50, LOGIQ V1, LOGIQ V2, Vivid iq, Vscan and Vscan Extend and related transducers and peripherals purchased with them: 3 years (5 years for LOGIQ e and Venue 50), except the following have a 1 year warranty:

Transducers: TEE probes, including 6Tc-RS, 6VT-D and 9T-D
Carts: Venue 50 Docking Cart, LOGIQ e Isolation Cart, LOGIQ e Docking Cart, and LOGIQ V1/V2 Cart
Other Accessories: Batteries (internal & external), TEE cleaning & storage system, ICECord Connector and printers

Warranty covers defective parts and components 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, (iii) 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.
LOGIQ P9 R2.5 and newer, LOGIQ F8 (2016 model and newer), LOGIQ V5 and Vivid T8 along with related transducers and peripherals purchased with them: 3 years (5 years for LOGIQ P9 R2.5 and newer), except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external) and printers

Warranty covers defective parts and components and includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE Healthcare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.
Venue, along with related transducers purchased with it: 5 years, except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external), peripherals and printers

Warranty covers defective parts and components and includes: (i) phone support and remote repair via InSite and telephone 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 damage.
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 ultrasound 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)
B105 and B125 Patient Monitors: 3 years parts and labor coverage with: (i) repair services performed at GE Healthcare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).
MAC 800, 1200, 1600, 2000 and 3500: 3 years
CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years
CARESCAPE T14 Transmitter: 2 years
SEER 1000: 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
Blood pressure cuffs and related adaptors and air hoses: 1 month
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 850 Vaporizers: 3 years
Tec 6 Plus Vaporizers: 2 years

Attachment C
Capital Cost Form

Project Name: Frye – Cardiac Cath Replacement
Proponent: Frye Regional Medical Center

A. Site Costs		
(1) Full purchase price of land	$N/A	
Acres ____ Price per Acre	$N/A	
(2) Closing costs	$N/A	
(3) Site Inspection and Survey	$N/A	
(4) Legal fees and subsoil investigation	$N/A	
(5) Site Preparation Costs	$N/A	
(6) Other (Specify)	$N/A _	
(7) Sub-Total Site Costs	$ N/A	
B. Construction Contract	$162,096	
(8) Cost of Materials		
(9) Cost of Labor		
(10) Other (Specify)		
(11) Sub-Total Construction Contract		$
C. Miscellaneous Project Costs		
(12) Building Purchase	$N/A	
(13) Fixed Equipment Purchase/Lease	$685,337	
(14) Movable Equipment Purchase/Lease	$N/A	
(15) Furniture	$N/A	
(16) Landscaping	$N/A	
(17) Consultant Fees	$N/A	
(18) Financing Costs (e.g. Bond, Loan, etc.)	$ N/A	
(19) Interest During Construction	$ N/A	
(20) Other (Contingency)	$47,973	
(21) Sub-Total Miscellaneous	$733,310	
(22) Total Capital Cost of Project (Sum A-C above)		**$895,406**