NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

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

June 14, 2019

Kristy Hubard
2131 South 17th Street
Wilmington, NC 28402

Exempt from Review – Replacement Equipment

Record #:	**2968**
Facility Name:	New Hanover Regional Medical Center
FID #:	943372
Business Name:	New Hanover Regional Medical Center
Business #:	1308
Project Description:	Replace existing cardiac catheterization equipment
County:	New Hanover

Dear Ms. Hubard:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of June 6, 2019, 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 INNOVA IGS 520 Cath Lab #1 to replace the GE INNOVA 2100 Cath Lab #1. 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 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,

Tanya M. Saporito
Project Analyst

Martha J. Frisone
Chief

cc: Construction Section, DHSR
Acute and Home Care Licensure and Certification Section, DHSR

New Hanover
Regional Medical Center 1308
943372
NR 2968

June 6, 2019

Ms. Martha Frisone
Chief, Healthcare Planning and Certificate of Need Section
Department of Health Service Regulation
809 Ruggles Drive
Raleigh, NC 27603

RE: Request for No Review Determination for Replacement of Cardiac Catheterization Equipment Located at New Hanover Regional Medical Center / New Hanover County

Dear Ms. Frisone:

New Hanover Regional Medical Center ("NHRMC") is planning to replace one of its existing cardiac catheterization systems with new, technologically comparable equipment and will renovate the existing cardiac catheterization lab. NHRMC intends to purchase a GE INNOVA IGS 520 system to replace a GE INNOVA 2100 that was installed in May 2011 and is near the end of its useful life and is at risk for service interruptions due to downtime. The existing equipment is currently located in Cath Lab #1 in the Cardiac Catheterization Suite on the first floor of NHRMC on the main campus of NHRMC. NHRMC will also contract with a mobile cardiac catheterization provider during the system's replacement and renovation.

The GE INNOVA IGS 520 will be used for the same types of procedures as the existing equipment and will not be used to provide a new health service. A chart comparing the existing equipment and the replacement equipment is included in Attachment A. The equipment is currently in use and provided 427 diagnostic and 188 interventional cardiac catheterization procedures from January 2019 through May 2019.

The total cost of this project is $716,077, which includes the cost to acquire, install, and make operational the replacement equipment and renovate Cath Lab #1 (replacement equipment cost of $508,877; construction costs of $156,850; architect/engineering fees of $17,000; and other costs of $33,350). Attachment B provides the quote for the cardiac catheterization equipment. Please see Attachment B (page 14 of 21) for documentation that the existing equipment will be used as trade-in and taken out of service and removed from North Carolina. The total capital cost worksheet is provided in Attachment C.

The North Carolina Certificate of Need statutes provide a definition of replacement equipment in N.C.G.S. 131E-176(22a). The definition requires the replacement equipment be comparable to the existing medical equipment and cost less than $2,000,000 when installed. The statutes further provide in 131 E-184(a)(7) an exemption from certificate of need review for replacement equipment projects if prior notice is provided to the CON Section.

This letter serves as prior notification of our intent to proceed with this project. We would appreciate your written concurrence that this project is exempt from CON review.

If you have any questions or require further information regarding this project, please contact me at 910-667-5908.

Sincerely,

Kristy Hubard

Kristy Hubard
Vice President of Strategic Services

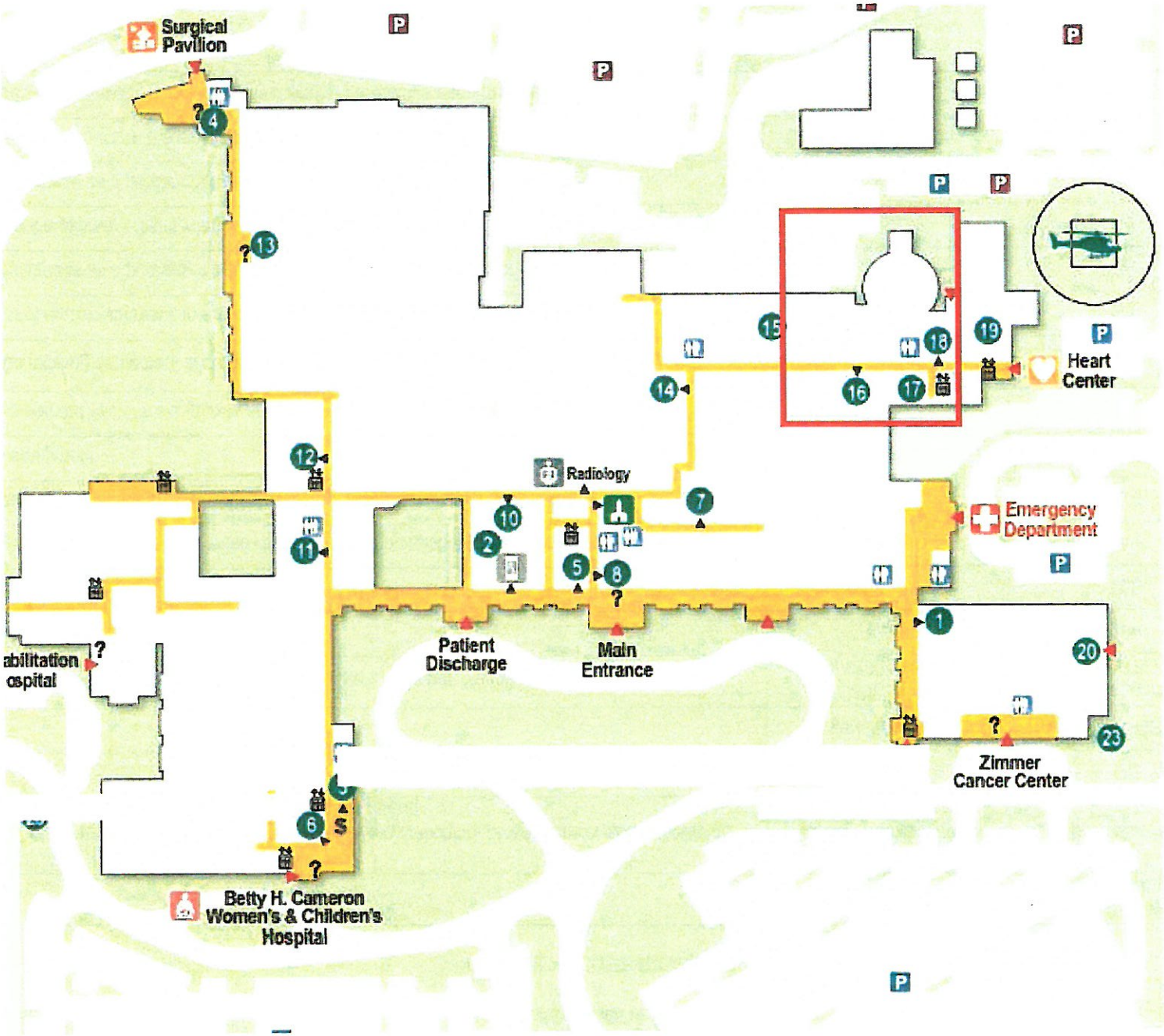
Attachments: Attachment A - Equipment Comparison
Attachment B - Vendor Quote
Attachment C - Proposed Total Capital Cost of Project

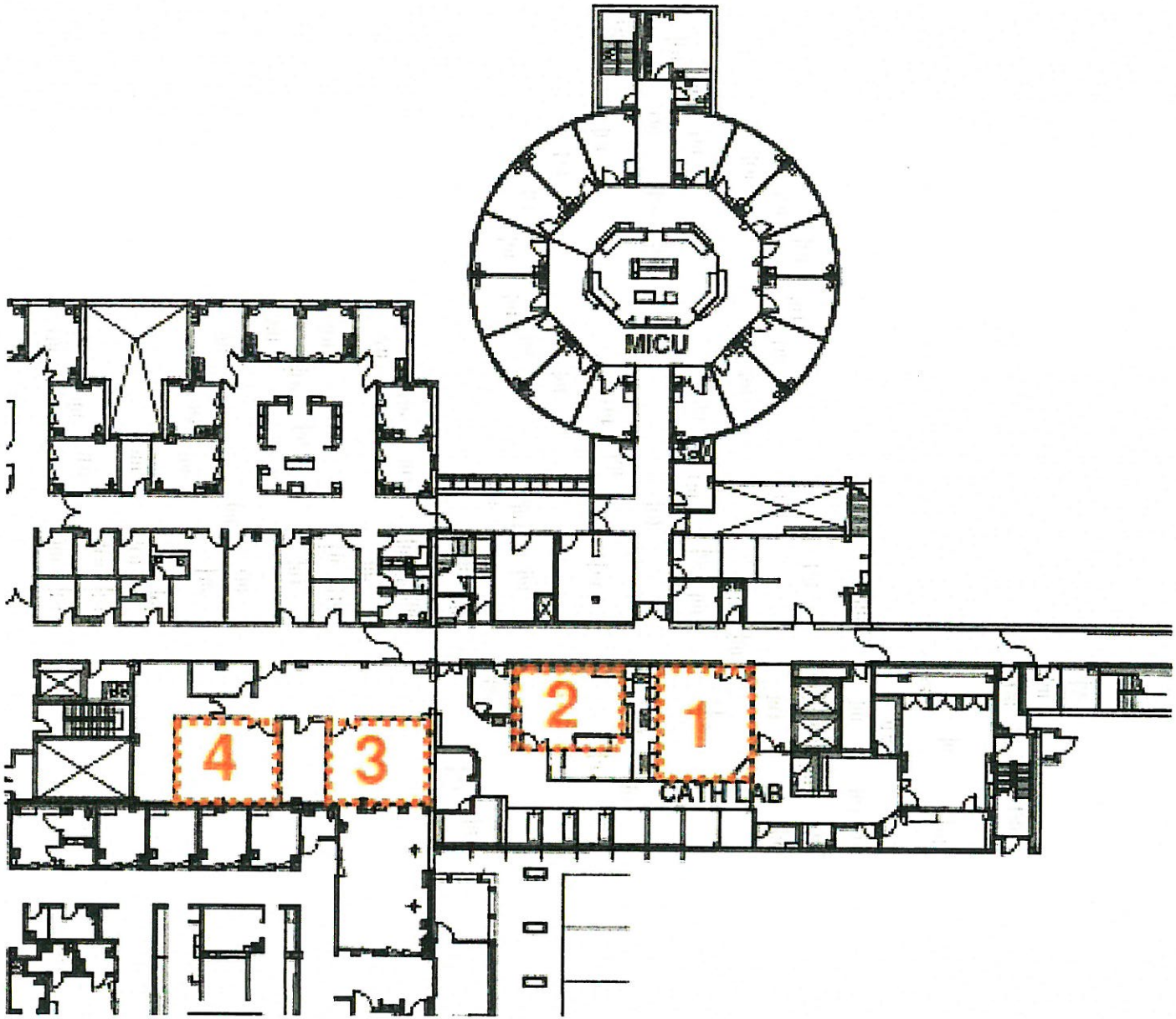
Attachment A

EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type (e.g., Cardiac Catheterization, Gamma Knife®, Heart-lung bypass machine, Linear Accelerator, Lithotriptor, MRI, PET, Simulator, CT Scanner, Other Major Medical Equipment)	Cardiac Catheterization	Cardiac Catheterization
Manufacturer	GE	GE
Model number	INNOVA 2100	INNOVA IGS 520
Other method of identifying the equipment (e.g., Room #, Serial Number, VIN #)	Cath Lab #1 ID: 910343NHIN3	Cath Lab #1 ID: TBD
Is the equipment mobile or fixed?	Fixed	Fixed
Date of acquisition	April 2011	TBD
Was the existing equipment new or used when acquired? / Is the replacement equipment new or used?	Used	New
Total projected capital cost of the project <Attach a signed Projected Capital Cost form>	NA	$716,077
Total cost of the equipment	$248,700	$508,877
Location of the equipment <Attach a separate sheet for mobile equipment if necessary>	NHRMC	NHRMC
Document that the existing equipment is currently in use	615 procedures performed in the last 5 months	NA
Will the replacement equipment result in any increase in the **average charge per procedure**?	NA	No
If so, provide the increase as a percent of the current average charge per procedure	NA	NA
Will the replacement equipment result in any increase in the **average operating expense per procedure**?	NA	No
If so, provide the increase as a percent of the current average operating expense per procedure	NA	NA
Type of procedures performed on the existing equipment <Attach a separate sheet if necessary>	Cardiac Catheterizations	NA
Type of procedures the replacement equipment will perform <Attach a separate sheet if necessary>	NA	Cardiac Catheterizations

Date of last revision: 5/17/19


Surgical Pavilion
Heart Center
Radiology
Emergency Department
Patient Discharge
Main Entrance
abilitation ospital
Zimmer Cancer Center
Betty H. Cameron Women's & Children's Hospital


MICU
4
3
2
1
CATH LAB

Attachment B

GE Healthcare

May 21, 2019
Quote Number: **2005352757.8**
Customer ID: **1-23I6IC**
Agreement Expiration Date: **8/18/2019**

New Hanover Regional Medical Center
2131 S 17th St
Wilmington, NC 28401-7407

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

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

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

Governing Agreement:	Premier
Terms of Delivery	FOB Destination
Billing Terms	80% delivery or Shipment / 20% Acceptance or Installation
Payment Terms	NET 30
Total Quote Net Selling Price	$508,876.73
Sales and Use Tax Exemption	No Certificate on File

INDICATE FORM OF PAYMENT:

(If there is potential to finance with a lease transaction, by GE HEF otherwise, select lease)

___ Cash*
___ Lease
___ GE HEF Loan
___ If financing, please provide name of finance company: _____)

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

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

New Hanover Regional Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

_____
Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

Signature: Pete Swyt

Title: Imaging Account Manager

Date: May 21, 2019

GE Healthcare

May 21, 2019
Quote Number: **2005352757.8**
Customer ID: **1-23I6IC**
Agreement Expiration Date: **8/18/2019**

To Accept This Quotation

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

Name: Pete Swyt

Email: peter.swyt@ge.com

Phone: 843-810-0935

Fax:

Name: Jeffrey Nottingham

Email: jeffrey.nottingham@ge.com

Phone: (804) 399-9716

Fax: (877) 449-0485

Payment Instructions

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

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

FEIN: 83-0849145

New Hanover Regional Medical Center **Addresses:**

Bill To:	NEW HANOVER REGIONAL MEDICAL CENTER	CENTER, PO BOX 1649, WILMINGTON, NC, 28402-1649
Ship To:	NEW HANOVER REGIONAL MEDICAL CENTER	CENTER, 2131 S 17TH ST, WILMINGTON, NC, 28401-7407

To Accept This Quotation

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

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

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

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

Line	Qty.	Catalog	
1	1.00	W0004CV	**4 DAYS XR ONSITE**

Four full week days (1 day = 8 hours) of on-site training for an Interventional X-ray System, to be used Monday through Friday. Training expires 12 months from the date of go-live of equipment or purchase, whichever is the latest. Days provided consecutively.

Line	Qty.	Catalog	
2	1.00	S18061MB	**2 Inch Comfort Table Mattress**

2 Inch Comfort Table Mattress

Line	Qty.	Catalog	
3	1.00	S18921LD	**Patient Sense Contouring**

InnovaSense, Advanced Patient Positioning, Patient Contouring and Anti-Collision Package

Patient contouring feature leverages advanced capactive sensor technology in real time to sense the distance of the patient from the detector. Ability to do so is critical in moving the detector rapidly near the patient, and also positioning it optimally close to the patient to reduce skin dose.

Line	Qty.	Catalog	
4	1.00	S18921EM	**IGS 520 with Omega IV**

The Innova IGS 5 in its below described IGS 520 configuration with Omega IV table unites image quality, an optimal panel size and built-in protocols for imaging versatility, making it suitable for a full range of Interventional X-ray procedures, such as cardiac, electrophysiology and general vascular diagnosis and intervention..
Innova IGS 5 Positioner

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

GE Revolution digital flat panel detector
The IGS 520 configuration unites image quality, optimal panel size (20.5 cm x 20.5 cm/8 in x 8 in) for cardiac procedures and built-in protocols for imaging versatility, making it suitable for a wide range of minimally invasive procedures.

The digital detector uses an amorphous silicon photodiode array on a continuous-substrate, single-piece panel with no inherent seams.
The digital detector (20.5 cm x 20.5 cm/8 in x 8 in), is comprised of a 1024 x 1024 array of imaging elements or pixels on a 200-micron pitch. Scintillator thickness and electronic noise are optimized to produce extremely high detective quantum efficiencies, both at high exposures and at fluoroscopic doses.

Image Processing
The detector can translate the widest possible range of X-ray exposure intensities into digital signals without saturation. The system is configured with a removable anti-scatter grid to maximize image quality during routine imaging.

Proprietary DRM image processing transforms this information for display without loss of detail over a wide range of anatomical densities. Moreover, organs in motion generate image blurring but thanks to High contrast fluoro option coming with PCI ASSIST package, that blurring is significantly reduced while the dose is equivalent.
With excellent performance in low-dose fluoroscopy as well as high-dose exposures, the IGS 520 advances GE's leadership in flat-panel imaging. The wide dynamic range of the detector, coupled with 14-bit acquisition and patented image processing, enables excellent visualization of low- contrast objects. Detective Quantum Efficiency (DQE), an important measurement of information capture, is taken to a new level with the Innova detector design.

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

The Omega IV table
The Omega IV table is a compact version non-motorized table. It supports a load up to 304 kg and allows imaging coverage with table panning up to 127cm with table dimension: 300cm in length and 46cm in width.

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

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

Line	Qty.	Catalog	
5	**1.00**	**S18391PP**	**In Room Monitor and Kit to interface third party Suspension for 19 inch**

LCD Monitor with 36m Cable

In Room Monitor and Kit to interface third party Suspension for 19 inch LCD Monitor with 36m Cable

Line	Qty.	Catalog	
6	1.00	S18061TW	S-P INNOVA IGS or OMEGA SMART HANDLE

Smart Handle for Innova IGS with Omega Tables

Single-handed, Simultaneous Control of Positioner and Table Movements From the SmartHandle Operator Control

- Anatomical and Mechanical Positioning

- Independent or Simultaneous Movement of All Three Positioner Axes

- Remote SID Control

- Manual or Motor Assisted 4-way Table Panning

- Ergonomic Design

- Hermetically Sealed

Line	Qty.	Catalog	
7	1.00	S18061TA	2nd TSSC CONTROL

Second TSSC Control for IGS with Omega Tables

Line	Qty.	Catalog	
8	1.00	S18061EF	Dual IPX8 Footswitch

Line	Qty.	Catalog	
9	1.00	S18921LA	Dose and Workflow Optimization Package for IGS 520

Dose & IQ Optimization Package
A package that includes the following features: InnovaSense - InnovaSense is an advanced patient contouring technology that uses an intelligent algorithm during gantry motion to select the optimal position for the image receptor relative to the patient. By reducing the distance from receptor to patient, the system optimizes imaging geometry and helps reduce radiation exposure. The user also can position both the gantry and detector with one integrated operation. Capacitive sensor technology and optimized collision avoidance software enable a speed of pivot and C-arm, of up to 20 per second.
Dose Map - Dose Map is a feature used to calculate, display and record an estimated local cumulated dose during procedures done on the GE X-Ray angiographic system. It is designed to provide to the user a visualization of the distribution of the local cumulated dose all throughout the exam as well as the current projection of the beam. The local dose is calculated depending on the estimated air kerma, the gantry position, the table position, the table estimated attenuation, the estimated backscatter correction and the system settings. Calculation and cumulated local dose are updated for each acquisition and displayed upon user request or upon configured threshold. The cumulated air kerma display remains the reference for dose management.

Line	Qty.	Catalog	
10	**1.00**	**S18811PA**	**Analysis Package**

Quantitative Analysis Package
Stenosis Analysis Package on DL Digital System
The Stenosis Analysis Package is an application designed for estimating vessel dimensions and relevant parameters of the arterial Stenosis morphology in X-Ray angiography. The system is capable of automatic detection of vessel edges and display of stenosis severity.
Left Ventricular Analysis Package
The Left Ventricular Analysis Package is an expert reporting tool designed to estimate wall motion dynamics of the left ventricle, and to perform Global Ejection Fraction Analysis in X-Ray angiography. The system is capable of providing Wall Motion and Global Ejection Fraction measurements. Wall Motion is built on the centerline method.
GEF analysis is calculated using both Simpson's rule method and the Dodge-Sandler area-length method
Cardiovascular Analysis Package (on DL system)
The Cardiovascular Analysis Package includes both the Stenosis Analysis Package and the Left Ventricular Analysis Package.
The Stenosis Analysis Package is an application designed to estimate vessel dimensions and relevant parameters of the arterial Stenosis morphology in X-Ray angiography. The system is capable of automatic detection of vessel edges and display of stenosis severity.
The Left Ventricular Analysis Package is an expert reporting tool designed to estimate wall motion dynamics of the left ventricle, and to perform Global Ejection Fraction analysis in X-Ray angiography. The system is capable of providing Wall Motion and Global Ejection Fraction measurements (GEF). Wall Motion is built on the centerline method.
GEF analysis is calculated using both Simpson's rule method and the Dodge-Sandler area-length method.

Line	Qty.	Catalog	
11	**1.00**	**S18921LE**	**PCI Assist**

PCI ASSIST is a commercial package that includes the following features:
High Contrast Fluoro - Organs in motion generate image blurring, which can make it difficult to assess the size of the lesion as well as stent deployment. To overcome this challenge, we increased the mA peak up to 36%, and decreased the pulse width by 25%. While the dose is equivalent, it is delivered in an efficient way that helps significantly reduce the blurring in the image due to organ motion.
StentViz - StentViz enhances visibility of the stent structure. It is particularly useful in verifying placement and deployment of stents during coronary interventions where moving arteries could make visibility challenging. StentViz processing is fully automated and can be launched at the press of a button on the Central Touch Screen at tableside. The result is automatically displayed on the reference monitor and shows two zoomed and enhanced images of the stent: One with the guidewire in view and a second one with the guidewire subtracted out in the area between the two balloon markers to allow excellent visualization of the stent struts or borders.
StentVesselViz - StentVesselViz Being able to see the position of stent into the vessel is especially critical in cases of complex clinical situations such as bifurcations or calcified lesions. A complete apposition of stent onto vessel wall can contribute to prevent stent thrombosis & restenosis. StentVesselViz improves the user confidence in the assessment of the position, correct deployment and

shape of the stent in relation with the vessel in 2D versus cine. Thanks to an intuitive workflow, StentVesselViz is operated smoothly and can help the user position and expand stent The StentVesselViz option delivers from a single acquisition a StentViz image and then the fusion of this one with an image of the injected vessel. Those two images are automatically fading together for optimized and simultaneous visualization of stent into the vessel pre and post deployment.

Line	Qty.	Catalog	
12	1.00	S18771DA	**FE Letter - QC mode Option activation**

FE Letter - QC mode Option activation

Line	Qty.	Catalog	
13	1.00	S18761PP	**NPA PDU Main Transformer-24KVA**

The Power Distribution Unit provides power for the components of the system and centralizes the ON/OFF function

Line	Qty.	Catalog	
14	1.00	S18101CD	**8 KVA UPS UL-CE**

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

Line	Qty.	Catalog	
15	1.00	S18101AT	**TEMPLATE**

TEMPLATE

Line	Qty.	Catalog	
16	1.00	S18101AE	**Base Plate LC - Ground Floor Kit**

Base Plate LC - Ground Floor Kit

Line	Qty.	Catalog	
17	1.00	E6420BJ	**HB-1 Armboard**

HB-1 Armboard w/Horizontal Rotation

FEATURES/BENEFITS

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

SPECIFICATIONS

- Constructed of strong, lightweight Kevlar based material

COMPATIBILITY

Line	Qty.	Catalog	
18	1.00	E6420BK	**HB-1 Armboard Pad**

Armboard Replacement Pad Set

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

Line	Qty.	Catalog	
19	1.00	E80161AY	**SLICKER COVER FOR OMEGA IV+V**

Line	Qty.	Catalog	
20	1.00	E3053JB	**Mavig Double Pivot, Flexible Lower Body Protector**

Mavig Flexible, Double-Pivot Lower Body Protector Provides convenience, flexibility and enhanced protection for medical personnel. Helps shield technicians against scatter radiation from sources beneath the tabletop and also helps to protect the lower extremities. Flexible 0.5 mm lead equivalent curtains attached to aluminum alloy pivoting arm. The entire lower body protector can be easily and quickly removed from the table. Warranty Code H- 6 Months: Exchange of non-conforming products, which you return to us during the warranty period. Note: Installation, parts, applications training and on-site service is the buyer's responsibility. • This model is designed to offer enhanced protection in combination with tiltable tables • Performance angle +/- 150 • Adjustable brakes for lower shields • Left and right table mounting with a single adapter Similar features of the E3053J model

Line	Qty.	Catalog	
21	1.00	E3053CH	**Contour Shield 76 x 61 cm - with center connect**

Contour Shield 76 x 61 cm (with center connect

Line	Qty.	Catalog	
22	1.00	E3053HB	**LED130, focusable LED examination lamp**

LED130, focusable LED examination lamp

Line	Qty.	Catalog	
23	1.00	E3053BC	**Mavig Portegra2 360 Trolley with Ceiling Column - 58cm**

Portegra2 3600 Ceiling Column w/ Carriage 58 cm

- Lower post allows 3600 rotation
- Upper fixed post is electric with 3300 rotation
- Each has a load capacity of 18 kg (40 lbs.)

Line	Qty.	Catalog	
24	1.00	E7018JZ	**Mavig 2.5m Track without Cable Spooler**

Mavig 2.5m Ceiling Track without Cable Spooler

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

FEATURES AND BENEFITS

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

Line	Qty.	Catalog	
25	1.00	E3053CC	**2.5m Cable Spooler - requires E3053CM**

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

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

Line	Qty.	Catalog	
26	1.00	E3053CM	**Cable Holders and Stoppers for Ceiling Track**

Mavig Cable Holders and Stoppers for Ceiling Track (used with Cable Spoolers E3053CC, E3053LT)

Line	Qty.	Catalog	
27	1.00	E4502SS	**NR - X-Ray Warning and Room Lighting Control Panel**

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

- Designed and tested for GEHC products, for use in CT, PET/CT and X-Ray applications
- Can eliminate procurement inconveniences and delivery delays often associated with acquiring individual components
- Improves servicing safety by the eliminating of the warning light/room general lighting circuit from the imaging control system cabinet.

NOTES:
- Customer is responsible for rigging and arranging for installation with a certified electrician
- ITEM IS NON-RETURNABLE AND NON-REFUNDABLE

Line	Qty.	Catalog	
28	1.00	E6220J	**INTERCOM SYSTEM FOR X-RAY**

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

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

FEATURES/BENEFITS

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

SPECIFICATIONS

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

NOTES:

- INSTALLATION IS THE RESPONSIBILITY OF THE CUSTOMER
- Warranty Period 6 months - Exchange of non conforming products, which are returned to GE during warranty period.
- Installation, parts, application training and onsite service is the buyer's responsibility

Line	Qty.	Catalog	
29	1.00	E7058AB	**Anti fatigue floor mat gray 3x5x.625in**

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

Total Quote Subtotal: **$553,876.73**

Qty.	Credits and Adjustments	
1.00	INNOVA 2100 Trade-in	-20,000.00
1.00		-25,000.00

Total Quote Net Selling Price: ***$508,876.73***

GE Healthcare

May 21, 2019
Quote Number: **2005352757.8**
Customer ID: **1-23I6IC**
Agreement Expiration Date: **8/18/2019**

Optional Items

Please initial by net price in terms you wish to purchase

Catalog Number	Qty.	Description	Net Price	Initial
W4010CV	1.00	**HQ INNOVA SP BP WITH AW**	**$4,600.00**	____

HQ Class for Innova Single Plane with AW.
Tuition for one student to attend one three-day class for Innova Single Plane at the GE Healthcare Institute in Waukesha, WI.
Tuition includes air transportation, local ground transportation, hotel and meals to include breakfast and lunch. Training expires 12 months from the date of go-live of equipment or purchase, whichever is the latest.
This course will focus on both the Innova IGS Single Plane and Advantage Workstation and is intended for the customer who desires training on both systems to include 3DCT/3DCT HD.
This course is not recommended for customers who have purchased an Innova IGS System without the purchase and/or use of the Advantage Workstation.

Catalog Number	Qty.	Description	Net Price	Initial
E7018HB	1.00	**Mark 7 Arterion injector on table mount with installation and warranty GE Innova package**	**$37,600.00**	____

The Mark 7 Arterion is light, maneuverable and easy to use. Less time positioning and setting up the Arterion means more time with the patient. The clearly visible and intuitive user interface guides you through proper setup, and highlights the information you need to perform injections confidently.

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

NOTES:

- This item is only valid for Interventional systems that have an Omega table configuration. This item cannot be sold with any

configurations that contain the Elegance (Tilt) table.

Trade-in Addendum to GE Healthcare Quotation

This Trade-In Addendum ("Addendum"), effective on May 21, 2019, between the GE Healthcare business identified on the Quotation and **New Hanover Regional Medical Center** ("Customer"), is made a part of Quotation # **2005352757.8** ^ ("Quotation") and modifies it as follows:

A. Customer: (i) certifies that it has full legal title to the equipment and/or mobile vehicle listed in Section E ("Trade-In Equipment"), free and clear of all liens and encumbrances; and (ii) conveys title and, if applicable, registration and license documents to GE Healthcare effective on the date of removal or receipt of the Trade-In Equipment. If GE Healthcare removes the Trade-In Equipment, it will do so at its expense at a mutually agreed time.

B. Customer is responsible for: (i) providing timely, unrestricted access to the Trade-In Equipment in a manner that affords GE Healthcare the ability to complete Equipment inspection and testing prior to de-installation within the timeframe required by GE Healthcare, failure of which to provide may result in termination of this Trade-in Addendum and related credits and/or payments; (ii) ensuring that the Trade-In Equipment and the site where it is located are clean and free of bodily fluids; (iii) informing GE Healthcare of site-related safety risks; (iv) properly managing, transporting and disposing of hazardous materials located on site in accordance with applicable legal requirements; (v) rigging, construction, demolition or facility reconditioning expenses, unless stated otherwise in the Quotation; and (vi) risk of loss and damage to the Trade-In Equipment until safety risks are remediated and the Trade-In Equipment is removed or returned.

C. Prior to removal or return to GE Healthcare, Customer must: (i) remove all Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") from the Trade-In Equipment; and (ii) indemnify GE Healthcare for any loss resulting from PHI not removed. GE Healthcare has no obligation in connection with PHI not properly removed.

D. GE Healthcare may reduce the trade-in amount or decline to purchase the Trade-In Equipment if: (i) the terms of this Addendum are not met; or (ii) it is missing components or is inoperable when removed or returned. All other terms and conditions of the Quotation remain in full force and effect.

E. Trade-In Equipment:

Equipment/Vehicle Mfr	Model & Description	Quantity	* ID / Serial #	Trade-In Amount
GENERAL ELECTRIC	INNOVA 2100 Trade-in	1.00	910343NHIN3	$ -20,000.00

This Addendum is executed when: (i) signed by the parties below; (ii) Customer receives this Addendum and signs the Quotation that references the Trade-In Equipment; or (iii) Customer receives this Addendum and issues a purchase order identifying either the terms of the Quotation (which includes a reference to the Trade-In Equipment) or the Governing Agreement identified on the Quotation as governing the order (PO# _____)†.

New Hanover Regional Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

GE Healthcare

Signature: _____

Print Name: _____

Title: _____

Date: _____

^ A Quotation number must be provided on this document.

* In the event the Trade-In Equipment does not have a System ID, please record the serial number of each component that comprises the Trade-In Equipment.

† If you are relying upon the purchase order to reflect acceptance of the terms contained herein, please update this document with the applicable PO number upon receipt of the PO. Failure to do so may result in delays surrounding deinstallation of the System(s).

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

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

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

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

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

4. Commercial Logistics.

4.1. Order Cancellation and Modifications.

4.1.1. Cancellation. If Customer cancels an order prior to shipment without GE Healthcare's written consent, GE Healthcare may charge:

(i) a fee of up to 10% of the Product price; and (ii) for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software Quotations, Third Party Products and/or professional or installation services included on those Quotations; those orders are non-cancellable.

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

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

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

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

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and

approvals for installation, use and disposal of Products. For Equipment requiring installation, if GE Healthcare delivers the Equipment but does not perform the installation, Customer will pay GE Healthcare the quoted selling price less: (a) the installation price, if separately identified in the Quotation; or (b) if no installation price is identified, the fair market value for the installation as determined by an independent third party. For upgrades and revisions to non-Healthcare IT Products, Customer must return replaced components to GE Healthcare at no charge.

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

4.6. Acceptance.

4.6.1. Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) 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 IT Products to verify Customer's compliance with this Agreement. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license or use of the Healthcare IT Product.

5. Security Interest and Payment.

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

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

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

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

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

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

7. General Terms.

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

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

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

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

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

8. Compliance.

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

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

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

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

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

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

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

8.8. Use of Data.

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

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

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

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

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

9. Disputes, Liability and Indemnity.

9.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is

inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

9.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED:

FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

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

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

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

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

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

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

11. Software as a Service Terms.

11.1. 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.

11.2. 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.

11.3. 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.

11.4. 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.

11.5. 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.

11.6. 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.

11.7. 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.

11.8. 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.

11.9. 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.

11.10. 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.

11.11. 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.

1. Warranty.

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

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

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

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

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

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

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

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

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

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

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

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY

Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components)

Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply,

cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

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

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

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

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

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

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

GE OEC Refurbished C-Arms: 1 year after installation

HealthNet Lan, Advantage Review — Remote Products: 3 months

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

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

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

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

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

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

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

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

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

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

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

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

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

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

Exergen: 4 years

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

Microenvironment and Phototherapy consumable components: 1 month

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

Corometrics® Nautilus Transducers: 2 years

Lullaby Phototherapy System: 3 years on lamp assembly

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

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

Tec 7 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

Attachment C

PROPOSED CAPITAL COSTS

Project name: Cath Lab #1 Replacement and Renovation

Cost of materials/labor	$156,850
Other (Design Fee)	$17,000
Sub-Total Construction Contract	***$173,850***
Building purchase	N/A
Fixed equipment purchase/lease	$508,877
Mobile equipment purchase/lease	
Furniture	$10,000
Landscaping	N/A
Consultant fees	N/A
Financing costs (e.g. bond, loan, etc.)	N/A
Other (Information Systems)	$3,000
Other (Owner Cost and Contingency)	$20,350
Sub-Total Miscellaneous	***$542,227***
TOTAL CAPITAL COST OF PROJECT	**$716,077**

To the best of my knowledge, the above capital costs for the proposed project are complete and correct, and it is the intent of New Hanover Regional Medical Center to carry out the proposed project as described.

Kristy Hubard

Kristy Hubard, Vice President of Strategic Services

6/6/19

Date