NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

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

February 10, 2020

Jeffrey Shovelin
P.O. Box 6028
Greenville, NC 27835-6028

Exempt from Review – Replacement Equipment

Record #:	**3204**
Facility Name:	Vidant Multispecialty Clinic-Kinston
FID #:	061350
Business Name:	Vidant Medical Group
Business #:	2813
Project Description:	Replace nuclear medicine camera
County:	Lenoir

Dear Mr. Shovelin:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your emails of January 29, 2020 and February 5, 2020, 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 Discovery NM630 nuclear medicine camera to replace the Siemens E-Cam (5989079) nuclear medicine camera serial number 08667. 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 Radiation Protection 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,

Gregory F. Yakaboski
Project Analyst

Martha J. Frisone
Chief

cc: Construction Section, DHSR
Radiation Protection Section, DHSR

Yakaboski, Greg

From: Shovelin, Jeffrey <JShoveli@vidanthealth.com>
Sent: Wednesday, February 5, 2020 2:58 PM
To: Yakaboski, Greg
Subject: [External] RE: Replace Nuclear Medicine Equipment at Center in Kinston
Attachments: KMS Diagnostic Center Ruling.pdf

I don't believe the is a facility has a FID number. It is physician practice (MOB) with a grandfathered diagnostic center designation. I included this in the letter I submitted, but attached is the documentation of the grandfathered status of the practice. Vidant Medical Group acquired KMS last year.

The name and contact for the practice is:

Vidant Multispecialty Clinic – Kinston
701 Doctors Drive
Kinston, NC 28501
(Lenoir County)
Practice Number: 252-559-2200

Contact Info:
Daniel Drake
President, Vidant Medical Group
252-847-4594

Let me know if you need additional information. Thank you!

Jeff Shovelin
VP - Business Planning & Strategy, Vidant Health
PO Box 6028 Greenville, NC 27835-6028
Office: (252) 847-3631 / Cell: (252) 714-5156
jshoveli@vidanthealth.com

From: Yakaboski, Greg [mailto:greg.yakaboski@dhhs.nc.gov]
Sent: Wednesday, February 05, 2020 2:02 PM
To: Shovelin, Jeffrey <JShoveli@vidanthealth.com>
Subject: Replace Nuclear Medicine Equipment at Center in Kinston

Mr. Shovelin,

Please give a call when you have a chance or let me know when it would be a good time to call you re: your request to replace nuclear medicine equipment at your multispecialty center in Kinston.

I am putting the exemption letter together and want to make sure I have the correct facility. Also, is the Kinston facility under the hospital license?

Thanks,
Greg

North Carolina Department of Health and Human Services
Division of Facility Services
Certificate of Need Section
2704 Mail Service Center ▪ Raleigh, North Carolina 27699-2704

Michael F. Easley, Governor
Carmen Hooker Odom, Secretary

http://facility-services.state.nc.us

Lee Hoffman, Section Chief
Phone: 919-855-3873
Fax: 919-733-8139

June 12, 2002

Frank S. Kirschbaum
Kirschbaum. Nanney, Brown & Keenan, PA
PO Box 19766
Raleigh NC 27609

RE: Inquiry/ Status of Kinston Medical Specialists, PA as a Diagnostic Center in Operation Prior to March 18, 1993/ Lenoir County

Dear Mr. Kirschbaum:

In response to your letters of January 8, and May 30, 2002, the Certificate of Need Section has determined that Kinston Medical Specialists, PA operating at 701 Doctors Drive, Kinston was a "diagnostic center" as defined in G.S. 131E-176(7a) prior to March 18, 1993 because it owned and operated, on a single campus, medical diagnostic equipment that cost in excess of $500,000. This determination does not permit Kinston Medical Specialists, PA, to operate more than one diagnostic center or to relocate and operate the existing single diagnostic center on more than one campus.

You are requested to send a listing of the Manufacturer, Model Number and Serial Number for each of the pieces of equipment you have listed, to be filed, for tracking purposes, with the information you have already supplied to us.

It should be noted that this 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 Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Louise C. Beville

Louise C. Beville, Project Analyst
Certificate of Need Section

Lee B. Hoffman

Lee B. Hoffman, Chief
Certificate of Need Section

Waller, Martha K

From: Shovelin, Jeffrey <JShoveli@vidanthealth.com>
Sent: Wednesday, January 29, 2020 9:44 AM
To: Waller, Martha K
Subject: [External] Request for Medical Equipment Replacement Exemption
Attachments: VMG Kinston Nuc Med Replacement Exemption Letter.pdf

Ms. Waller

Attached is a request for CON exemption related to a nuclear camera equipment replacement project at Vidant Medical Group's multispecialty clinic in Kinston, NC (Lenoir County). Please let me know if you need additional information to process this request. Thank you!

Jeff Shovelin
VP - Business Planning & Strategy, Vidant Health
PO Box 6028 Greenville, NC 27835-6028
Office: (252) 847-3631 / Cell: (252) 714-5156
jshoveli@vidanthealth.com

VIDANT HEALTH™

January 29, 2020

Ms. Martha J. Frisone, Chief
Healthcare Planning and Certificate of Need
Division of Health Service Regulation
NC Department of Health and Human Services
2704 Mail Service Center
Raleigh, NC 27699-2704

RE: Request for "No Review" for Replacement Nuclear Medicine Equipment at Vidant Medical Group Multispecialty Center - Kinston

Dear Ms Frisone,

Vidant Medical Group (VMG) plans to replace an existing nuclear medicine camera with new equipment in its multispecialty clinic located in Kinston, NC (Lenoir County). VMG believes that the proposed equipment replacement is not subject to review under North Carolina's Certificate of Need (CON) laws.

The proposed project includes the replacement of a Siemens E-CAM nuclear medicine camera with a GE Discovery NM630 nuclear medicine camera. Please reference Appendix A for equipment comparison table, Appendix B for vendor quotes and brochures for the new equipment, and Appendix C for a brochure for the existing equipment. VMG will locate the replacement camera in the same location as the existing equipment (see Appendix D). The reason for this replacement is due to equipment age and the need for upgraded technology to provide optimal care. The total capital costs for the proposed replacement is estimated to be $290,000 (see Appendix E). These costs include all expenses associated with the equipment and renovations. The project will be funded through accumulated reserves. After the new equipment is operational, the existing equipment will be permanently removed from the facility and will no longer be exempt from CON law (see Appendix F).

VMG's proposed project meets the definition of replacement equipment found in G.S. 131E-176(22a). The total capital expenditure for the equipment is less than $2,000,000 and the equipment being purchased is for the sole purpose of replacing comparable medical equipment. Since VMG's proposal meets the definition of "replacement equipment", G.S. 131E-184(a)(7) exempts this project from review. Therefore, VMG requests approval of a no review status for the proposed project.

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

Jeffrey Shovelin
VP – Business Development and Strategy
Vidant Health
PO Box 6028, Greenville, NC 27835-6028
(252) 847-3631
jshoveli@vidant health.com

Appendix A

Equipment Comparison Table and Response to Required Questions

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)	Nuclear Medicine Camera	Nuclear Medicine Camera
Manufacturer	Siemens	GE
Model number	E-CAM (5989079)	Discovery NM630
Other method of identifying the equipment (e.g., Room #, Serial Number, VIN #)	Serial Number 08667	Serial Number TBD
Is the equipment mobile or fixed?	Fixed	Fixed
Date of acquisition	12/12/2002	3/1/2020 (est.)
Was the existing equipment new or used when acquired? / Is the replacement equipment new or used?	New	New
Total projected capital cost of the project <Attach a signed Projected Capital Cost form>	NA	$290,000 (see Appendix B for details)
Total cost of the equipment	$330,000	$250,000
Location of the equipment <Attach a separate sheet for mobile equipment if necessary>	VMG Multispecialty Clinic – Kinston 701 Doctors Dr Ste N Kinston, NC 28501	VMG Multispecialty Clinic – Kinston 701 Doctors Dr Ste N Kinston, NC 28501
Document that the existing equipment is currently in use	Over last 12 months, 456 procedures were performed on the existing unit	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 – See Above
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 – See Above

Type of procedures performed on the existing equipment <Attach a separate sheet if necessary>	General and Cardiac Nuclear Medicine Studies (see brochure in Appendix C for additional information)	NA
Type of procedures the replacement equipment will perform <Attach a separate sheet if necessary>	NA	General and Cardiac Nuclear Medicine Studies (see brochure in Appendix D for additional information)

Date of last revision: 5/17/19

Responses to the Required Questions

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

   See Appendix A for the equipment comparison table

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

   Nuclear medicine is a branch of medical imaging that uses small amounts of radioactive material to diagnose and determine the severity of or treat a variety of diseases, including many types of cancers, heart disease, gastrointestinal, endocrine, neurological disorders and other abnormalities within the body. Because nuclear medicine procedures are able to pinpoint molecular activity within the body, they offer the potential to identify disease in its earliest stages as well as a patient's immediate response to therapeutic interventions.

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

   See Appendix B and C for vendor brochures for both the existing and replacement equipment

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

   The original purchase order could not be located. The total cost of the existing equipment was $330,000.

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

   No title exists for the existing equipment. Kinston Medical Associates originally acquired the equipment in December 2002. Vidant Medical Group, through the acquisition of KMS in May 2018, currently wholly owns the existing equipment. See Appendix C for documentation to and from the CON office regarding the acquisition.

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

   Not Applicable. The replacement equipment will be purchased.

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

   See Appendix B for a copy of the quote and specifications of the replacement equipment

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

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

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

   Over the last 12 months, 456 procedures were performed on the existing equipment, demonstrating the existing equipment is currently in use and has not been taken out of service.

Appendix B

New Equipment Vendor Quote and Brochure

GE Healthcare

October 29, 2019
Quote Number: 2006340192.6
Customer ID: U-6T0CG4
Agreement Expiration Date: 12/31/2019

Vidant Multispecialty Clinic Kinston
701 Doctors Dr Ste N
Kinston, NC 28501

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 / 20% Installation
Payment Terms	Due On Receipt-30 Days
Total Quote Net Selling Price	$250,000.00
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.

Vidant Multispecialty Clinic Kinston

Signature: _____

Print Name: _____

Title: _____

Date: _____

_____
Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

Signature: Nicholas Bengel

Title: Imaging Account Manager

Date: October 29, 2019

GE Healthcare

October 29, 2019
Quote Number: 2006340192.6
Customer ID: U-6T0CG4
Agreement Expiration Date: 12/31/2019

To Accept This Quotation

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

Name: Nicholas Bengel

Email: nicholas.bengel@ge.com

Phone: 414-238-7008

Fax:

Name: Julie Newton

Email: julie.newton@ge.com

Phone: (984) 999-8701

Fax: 919-573-9670

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

Vidant Multispecialty Clinic Kinston **Addresses:**

Bill To:	Vidant Multispecialty Clinic Kinston	701 Doctors Dr Ste N, Kinston, NC, US, 28501
Ship To:	Vidant Multispecialty Clinic Kinston	701 Doctors Dr Ste N, Kinston, NC, US, 28501

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	Y0000LC	Pricing Non-Disclosure Language

This CONFIDENTIAL offer may not be shared with any third parties, buying evaluation groups or anyone not directly employed by customer. This offer is being extended in relation to a national show-site agreement, research partnership, or other non-standard transaction. If required for publishing, GE will happily provide a list price quote.
This CONFIDENTIAL offer may not be shared with any third parties, buying evaluation groups or anyone not directly employed by customer. This offer is being extended in relation to a national show-site agreement, research partnership, or other non-standard transaction. If required for publishing, GE will happily provide a list price quote.

Line	Qty.	Catalog	
2	1.00	S0630NB	Discovery 630 General Purpose 3/8

The Discovery NM630 Acquisition System is a premium, all-purpose, dual 3-8" detector, free-geometry nuclear imaging system, featuring advanced, all-digital Elite NXT detector technology, a slim gantry, cantilevered patient table, and acquisition station. Discovery NM630 features a wide 70 cm bore and slim gantry with free-geometry, enabling cardiac SPECT (90 degrees), general SPECT (180 degrees), whole body and planar imaging in various geometries to facilitate imaging a wide patient population. The gantry includes several features designed for maximum clinical versatility and operational flexibility.
Refer to Product Data Sheet for full product specifications

Line	Qty.	Catalog	
3	1.00	H2506TB	600 Series LEHR Collimators with Cart

NM 600 Low Energy High Resolution Collimators includes two collimators and a dedicated collimator cart

Line	Qty.	Catalog	
4	1.00	H3100PL	QC Bar Phantom

Bar phantom for spatial resolution and linearity tests of gamma cameras. The phantom consists of four quadrants with different bar specification:
For each of the quadrant, bar spacing is 2.5mm, 3.2mm, 3.5mm 4.0mm.

Line	Qty.	Catalog	
5	1.00	H3100PE	QC Point Source Holder

An L-shaped metal plate attachable to the wall with an opening for a syringe in order to acquire point source-based flood acquisition at a few meters distance from vertically positioned detector for QA purposes.

Line	Qty.	Catalog	
6	1.00	H3100PF	QC Flood Source Holder Kit

A large plate mounted at a small distance above the NM detector on which the flood source is positioned in order to perform acquisition of flood studies for QA/QC purposes.

Line	Qty.	Catalog

7	1.00	H3602SL	QA COR Source Holder

Center of rotation source holder for Quality assurance, easily attached to Infinia or Ventri table.

Line	Qty.	Catalog	
8	1.00	H3100NP	Straps & Pads kit

Long table pad and straps

Line	Qty.	Catalog	
9	1.00	H2506KR	NORAV Integrated ECG Gating

NORAV ECG GATING FOR D630

A compact ECG gating device for Discovery 630 gated cardiac studies, embedded in the Patient table in order to simplify operation.

Line	Qty.	Catalog	
10	1.00	E8500NA	Butterfly Armrest

Butterfly (R-Made) Armrest

Designed to support a patient's arms during cardiac SPECT and other imaging procedures. Armrest offers new solution to motion artifact caused by the discomfort and pain of prolonged upper extremity hyperextension and abduction. Fast and easy to use, can be mounted and removed in one piece. and is tightly secured by adjustable mounting straps. Polyethylene construction is durable, nonbreakable, and easily learned. Measures 18 in. L x 14 in. W x 8 in. H; weighs 2.5 lb. Recommended for use with GE Optima Systems. Warranty Code H

Line	Qty.	Catalog	
11	1.00	E8500NB	Patient Arm Support System for Nuclear, PET/CT, MRI

Padded Arm Rest combines total arm support and passive restraint, increasing patient comfort during extended procedures. Designed to accommodate virtually all patients. Compatible with most Nuclear Imaging systems and can also be used in MRI, CT and PET applications. Constructed with a comfortable, full support polyfoam with a seamless coated finish. Warranty Code: H

Line	Qty.	Catalog	
12	1.00	E8500NC	Patient Leg Rest for Nuclear, PET/CT, MRI

Contoured Leg Rest prevents low back stress and pain that occurs during supine imaging and treatment, measures 7 in. H x 17 in. D x 13 in. W. Designed to accommodate virtually all patients. Compatible with most Nuclear Imaging systems and can also be used in MRI, CT and PET applications. Constructed with a comfortable, full support polyfoam with a seamless coated finish. Warranty Code: H

Line	Qty.	Catalog	
13	1.00	E4502JJ	6 KVA UPS for Nuclear Medicine

FEATURES/BENEFITS
• The use of uninterruptible power enables the system imaging to be completed after the loss of supply power, and allows for saving of valuable data and orderly system shutdown
• The Online Double Conversion UPS eliminates all power anomalies such as noise, transients, overvoltage and undervoltage, which could damage the imaging system's sensitive computer components
• Improves imaging system reliability, reduces service costs, and increases system uptime
• Cell Saver Technology provides conditioned power even during severe brownout conditions without depleting battery resources
• System monitoring via: LanSafe III / FailSafe III software, (2) RS-232 Ports
• PowerPass Module further enhances reliability through Maintenance Bypass Switch which performs maintenance or upgrade your UPS without powering down your critical systems

SPECIFICATIONS
• Dimensions (H x W x D): 33.6" x 9.9" x 15.8"
• Weight: 218 lbs.
• Input Voltage: 200 - 240 VAC
• Output Voltage: 120/240, 120/208 VAC
• Frequency: 45-65 Hz

COMPATIBILITY
• Maxxus NM
NOTES:
• Customer is responsible for rigging and arranging for installation with a qualified party
• ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
• Removal/disposal of the old unit is the customer's responsibility.

Line	Qty.	Catalog	
14	1.00	E4502SV	Main disconnect panel for GE 630 NM system and GE Brivo NM615

NOTES:
• Customer is responsible for arranging for installation with a qualified party
• ITEM IS NON-RETURNABLE AND NON-REFUNDABLE

Line	Qty.	Catalog	
15	1.00	R12023AC	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.

Line	Qty.	Catalog	
16	1.00	W0301NM	TIP SPECT Camera System Training Program This training program is designed for customers purchasing a GEHC SPECT camera.

TIP SPECT Camera System Training Program
This training program is designed for customers purchasing a GEHC SPECT camera. GEHC will work with the designated Customer contact to agree upon a reasonable training schedule for a pre-defined group of core technologists that will leverage blended content delivery and may include a combination of onsite days and virtual offerings, to include TIP Virtual Assist, the GEHC Answerline, and available on-demand courses ("Virtual Inclusions"). This blended curriculum with multiple delivery platforms promotes learner retention and allows for an efficient and effective skill development.

This program may contain:
Onsite training (generally 6 days)
Virtual Inclusions may include:
Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour
Answerline Support-Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLinq button on the imaging console
Tip Virtual Assist-Direct interactive access to a GEHC expert for enhanced support.
On Demand courses-On healthcare learning system. Self-paced courses and webinars (CE and non-CE).

Onsite training days will be mutually agreed upon, but generally will not exceed 10 days. Onsite training will be provided from 8am-5pm local time Monday-Friday. Virtual Offerings are unlimited. This training program has a term of six (6) months commencing on Acceptance, where all onsite training must be scheduled and completed within six (6) months of Acceptance, and all Virtual Inclusions also expire at the end of such six (6) month period. Additional onsite days may be available for purchase separately.
All GEHC "Training" terms and conditions apply. Given the unique nature of this program, if this program is purchased as part of a purchase under a Governing Agreement, including any Master Purchase Agreement, Group Purchasing Organization Agreement, or Strategic Alliance Agreement, this program shall take precedence over any conflicting training deliverables set forth therein.

Line	Qty.	Catalog	
17	1.00	S8390AJ	X4 DR WS SPECT

Xeleris* 4 DR SPECT molecular imaging workstation is a Nuclear Medicine, PET, NM/CT, and PET/CT processing, analysis, and review system. Designed to leverage the latest SPECT quantitative applications for routine clinical use, it accelerates workflow and improves diagnostic confidence. The Xeleris 4 DR opens the doors to the new era of digital healthcare delivery through the enablement of Healthcare Cloud potential and advanced applications to help solve some of the most complex clinical presentations.

Combining streamlined workflow with a comprehensive clinical library and extensive networking capabilities on a molecular imaging workstation, Xeleris 4 DR is at the nucleus of productivity in the clinical imaging department along with enhanced security features. Utilizing the GE Healthcare-wide graphical user interface, Xeleris 4 DR is the processing and review platform of the Discovery*, Optima* and Brivo* NM and NM/CT series, Infinia* Hawkeye* 4, Ventri, Discovery PET/CT 600 series, and all other molecular imaging cameras in GE Healthcare's current offering.

Xeleris 4 DR provides the automated processing and connectivity necessary in today's demanding environment.
Xeleris* 4 DR SPECT includes Motion detection & correction software.

Line	Qty.	Catalog	
18	1.00	H3901RH	Cedars Suite 1st or 2nd License

Cedars Sinai Cardiac Packages 1st or 2nd License for Xeleris provides a comprehensive set of nuclear cardiology protocols for advanced cardiac analysis, including:
- Cedars Sinai Quantitative Perfusion SPECT
- Automatic 3-Dimensional software approach to quantitative Perfusion SPECT.
- Cedars Sinai Quantitative Gated SPECT
- An application calculating the ejection fraction of the left ventricle and a 3D surface display is generated.
- Cedars Sinai Companion
- Optional module for QGS and QPS applications features
- 17 segment scores and templates in QPS
- Diastolic filling parameters in QGS
- Eccentricity ratio in QGS

Line	Qty.	Catalog

19	1.00	H3904AW	X4 DR English Language Kit

Xeleris 4 DR English Language Kit

Line	Qty.	Catalog	
20	1.00	NI_NUC_INSTALLATION	Rigging, De-installation, Installation Charges. No construction should be placed in this category

$5,000 is applied to 3rd Party Rigging Services, as directed by Customer. Rigging (including excess/additional rigging costs) remains the Customer's responsibility. Unapplied rigging funds will be forfeited without refund or credit.

Line	Qty.	Catalog	
21	1.00	[Non-Listed]	Non-Listed Service/Product

Additional Cedars Software License - CSMC Cardiac Suite - Basic Perfusion SPECT with BloodPool (QGS + QPS, QBS, Companion, CSImport) - One year of support is included in the purchase price.

Qty.	Credits and Adjustments	
1.00	Siemens E-Cam Trade-in	0.00

Total Quote Net Selling Price: *$250,000.00*

GE Healthcare

October 29, 2019
Quote Number: 2006340192.6
Customer ID: U-6T0CG4
Agreement Expiration Date: 12/31/2019

Optional Items

Please initial by net price in terms you wish to purchase

Catalog Number	Qty.	Description	Net Price	Initial
H3100NW	1.00	Axial Head Holder	$1,960.00	

Ergonomically designed holder to position patient's head outside of the patient tabletop pallet, enabling brain SPECT orbiting as close as possible to the patient's skull with maximal coverage of the target tissue

Catalog Number	Qty.	Description	Net Price	Initial
H3602NH	1.00	Evolution for Bone SPECT Camera License	$8,400.00	

EFB SPECT Camera License

Enables Camera capability to provide data for Evolution for Bone (EfB). EfB provides Evolution Resolution Recovery reconstruction on SPECT bone scans. The EfB application may be utilized to provide equivalent image quality on half-dose or half-time bone scans.

Catalog Number	Qty.	Description	Net Price	Initial
H3602NJ	1.00	Evolution for Cardiac Camera License	$11,200.00	

EFC SPECT Camera License

Enables Camera capability to provide data for Evolution for Cardiac (EfC). EfC provides Evolution Resolution Recovery reconstruction on SPECT Myocardial Perfusion Imaging (MPI) scans. The EfC application may be utilized to provide equivalent image quality on half-dose or half-time MPI scans.

Catalog Number	Qty.	Description	Net Price	Initial
H3602NK	1.00	Evolution Toolkit Camera License	$8,400.00	

Enables Camera capability to provide data for Evolution Toolkit. The Evolution Toolkit provides Evolution Resolution Recovery reconstruction on SPECT scans resulting in improved resolution and contrast. The Evolution Toolkit application may be utilized with included statistical re-sampling tools to determine optimal dose or time reduction on SPECT studies. Evolution Toolkit supports Tl201, Tc99m, I-123, Ga67, In111, & I-131 isotopes.

Trade-In Addendum to GE Healthcare Quotation

This Trade-In Addendum ("Addendum"), effective on **October 29, 2019**, between the GE Healthcare business identified on the Quotation and **Vidant Multispecialty Clinic Kinston** ("Customer"), is made a part of Quotation # **2006340192.6** ^ ("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
SM(SIEMENS)	Siemens E-Cam Trade-In	1.00	08667	$ 0.00

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# _____)†.

Vidant Multispecialty Clinic Kinston

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).

GE Healthcare

October 29, 2019
Quote Number: 2006340192.6
Customer ID: U-6T0CG4
Agreement Expiration Date: 12/31/2019

GPO Agreement Reference Information

Customer:	Vidant Multispecialty Clinic Kinston
Contract Number:	Premier
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	Due On Receipt-30 Days
Shipping Terms	FOB DESTINATION

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and Premier

Please consult the following to access the applicable Agreements and Contract Summaries for the following Group Purchasing Organizations:

This product offering is made per the terms and conditions of Premier /GE Healthcare GPO Agreements as follows:

Imaging: Bone Densitometry:PP-IM-263, Cardiovascular Imaging:PP-IM-264, CT:PP-IM-265, General Radiography:PP-IM-266, Mammography:PP-IM-267, Molecular Imaging (Nuc/Pet):PP-IM-269, MRI:PP-IM-270,

Ultrasound: PP-IM-271

Premier: Access the login page at https://premierconnect.premierinc.com. If a copy of the contract is not available, please consult your GPO Client Manager.

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. Nuclear Imaging Uptime Commitment. GE Healthcare will provide an uptime commitment during warranty for nuclear imaging Equipment (excluding peripherals) if Customer provides GE Healthcare with: (i) access to the nuclear imaging 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 nuclear imaging Equipment. The "Uptime Commitment" for nuclear imaging Equipment is 95%. 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 nuclear imaging Equipment. "Downtime" is the number of hours during which the nuclear imaging Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE Healthcare that the nuclear imaging Equipment is inoperable and unavailable for use due to GE Healthcare's design, manufacturing, material or performance failure ("Critical Malfunction"). Downtime ends when the nuclear imaging 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.

12. 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.

13. Software as a Service Terms.

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. 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.

13.8. 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.

13.9. 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.

13.10. 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.

13.11. 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

Addendum to Agreement

GE Healthcare

This Addendum ("Addendum") is made by Vidant Multispecialty Clinic Kinston with an address at 701 Doctors Dr. Ste N, Kinston, NC 28501 ("Customer") and GE Precision Healthcare LLC, a GE Healthcare business, with an address at 3000 N Grandview Blvd., Waukesha, WI 53188 ("GE Healthcare"), parties to Quotation # 2006340192.6 dated October 29, 2019 ("Quotation", attached as Exhibit A) for the products and/or services listed on the Quotation in accordance with the terms and conditions identified in the Quotation ("Agreement").

The Agreement is amended as follows:

1. The Agreement is amended by adding the following to the end of the "Force Majeure" section of the Agreement:

"Notwithstanding the excuse of Force Majeure, a party may terminate this Agreement without being held in breach if the party invoking the excuse of Force Majeure is unable to continue with performance within ninety (90) days after the initial occurrence of such event."

2. The Agreement is amended by modifying the "Dispute Resolution" section of the Agreement to read as follows:

"UNLESS OTHERWISE EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT. Other than collection matters and actions seeking injunctive relief to prevent or cease a violation of intellectual property rights related to Products or Services, disputes will be submitted to the American Arbitration Association ("AAA") office closest to the largest metropolitan area of the location where the Product is installed or the Service is provided for binding arbitration conducted in accordance with AAA's then-current Commercial Arbitration Rules. Costs, including arbitrator fees and expenses, will be shared equally with each party paying its own attorneys' fees. The arbitrator will have authority to award damages only to the extent available under this Agreement."

3. Notwithstanding anything to the contrary in the Agreement, the following sections shall apply:

"Access to Books and Records. Pursuant to Section 1395x(v)(1)(I) of Title 42 of the United States Code, with respect to any services furnished under this Agreement, the value or cost of which is $10,000.00 or more over a 12 month period, until the expiration of 4 years after the termination of this Agreement, GE Healthcare will make available promptly upon request from the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or from any of their duly authorized representatives, a copy of this Agreement and such books, documents and records necessary to certify the nature and extent of the costs of the services provided by GE Healthcare. GE Healthcare will provide any records to Customer as may be required under the Omnibus Budget Reconciliation Acts of 1987 and 1990 subject to the confidentiality provision set forth in this Agreement."

"Code of Conduct. Compliance with legal and regulatory requirements applicable to GE Healthcare is a high priority for GE Healthcare. GE Healthcare is committed to carrying out its responsibilities in compliance with all Federal and State laws that govern GE Healthcare's relationship as a vendor of medical devices and related services to Customer. As part of GE Healthcare's unyielding commitment to integrity, GE Healthcare has adopted a number of policies governing its relationship with customers and suppliers, the government, competitors and co-workers. These policies mandate honesty, fairness and trustworthiness in all GE Healthcare activities and relationships. All GE Healthcare employees agree to comply not only with the letter of these policies, but also their spirit.

In addition, GE Healthcare will use commercially reasonable efforts to respect Customer policies to the extent that such policies apply to GE Healthcare under this Agreement, and provided further that Customer furnish to GE Healthcare a complete copy of said policies prior to GE Healthcare's commencement of performance under this Agreement. Under no circumstances, however, will GE Healthcare's failure, or the failure of GE Healthcare's employees or contractors, to respect such policy constitute a material breach by GE Healthcare under this Agreement, unless such failure is willful and materially and adversely affects GE Healthcare's ability to perform GE Healthcare's obligations under this Agreement."

"Compliance with Laws. GE Healthcare will comply with the requirements of Federal and State laws and regulations that are applicable to it and require compliance by it as a manufacturer and vendor of medical devices."

"Headings. The heading and number sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement."

"HIPAA Compliance. GE Healthcare and Customer acknowledge that certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and certain regulations promulgated or to be promulgated pursuant thereto (collectively, "HIPAA Regulations") may apply to the parties, and their relationships and operation under this Agreement. GE Healthcare and Customer acknowledge that they have entered into, or will enter into a Business Associate Agreement that satisfies the respective obligations of both parties under the applicable provisions of HIPAA and the HIPAA Regulations."

"Hold Harmless and Indemnification. To the extent permitted under North Carolina law, and without waiving any applicable defense of sovereign immunity, GE Healthcare agrees to indemnify and save Customer harmless from claims by third persons asserted against Customer that the equipment supplied by GE Healthcare has caused bodily injury (including death), if and to the extent such injury is proximately caused by the negligent act or omission of GE Healthcare and is determined by a court of competent jurisdiction to be a legal liability of GE Healthcare, and provided that Customer furnishes to GE Healthcare prompt written notice and requisite authority, information and assistance to defend the claim. Customer agrees to indemnify and save GE Healthcare harmless from claims by third persons asserted against GE Healthcare that the use of the equipment supplied by GE Healthcare has caused bodily injury (including death), if and to the extent such injury is proximately caused by the negligent act or omission of Customer and is determined by a court of competent jurisdiction to be a legal liability of Customer, and provided that GE Healthcare furnishes to Customer prompt written notice and requisite authority, information and assistance to defend the claim."

"Insurance Coverage. GE Healthcare shall maintain insurance coverage in accordance with its Certificate of Insurance, attached hereto as Exhibit B."

"Software Updates and Upgrades. Software updates that correct current operation and are made available at no additional charge to GE Healthcare's installed customer base will be provided to Customer at no additional charge during warranty and the term of an active service agreement with Customer. Updates do not include major changes or provide significant new functional capabilities or applications or changes to the Software architecture. Software upgrades that provide new functional capabilities or applications, enhancements and/or major changes to the Software architecture along with the latest error corrections will be made available at the current price for the upgrade at the time of its release."

"Third Party Beneficiary. This Agreement is entered into for the benefit of the named parties to this Agreement only. Nothing in this Agreement is construed to create any duty, liability or benefit to any person or entity not a party to this Agreement."

4. Except as set forth in this Addendum, the Agreement is unaffected and continues in full force in accordance with its terms. If there is a conflict between this Addendum and the Agreement or any other earlier amendment, the terms of this Addendum will prevail. Except as otherwise expressly provided in this Addendum, the parties agree that all provisions of the Agreement are hereby ratified and agreed to be in full force and effect and are incorporated herein by reference. This Addendum and the Agreement contain the entire agreement among the parties relating to the subject matter herein and all prior proposals, discussions and writings by and among the parties and relating to the subject matter herein are superseded hereby and thereby.

5. Customer's form of payment is:

Initial to indicate form of payment:
(If potential for a lease exists, GE HEF or otherwise, select lease)

_____ Cash * _____Lease _____ GE HEF Loan
If leasing please provide name of finance company below:

_____

*Selecting cash declines option for GE HEF financing
*Cash is the default option if this Addendum is signed and the form of payment is not indicated above.

Initial to indicate tax status:

_____ Exempt from Sales and Use Tax (Note: GEHC must have a Current Tax Exemption Certificate)

_____ Subject to Sales and Use Tax*

*Subject to Sales and Use Tax is the default option if this Addendum is signed and the tax status is not indicated above.

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

Vidant Multispecialty Clinic Kinston

Signature: _____

Print Name: _____

Title: _____

Date: _____

GE Healthcare

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A

Quotation # 2006340192.6 dated October 29, 2019
Please see attached

Exhibit B

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Electric Insurance Company
75 Sam Fonzo Drive
Beverly, MA 01915-1000

CONTACT NAME: Stephanie Sullivan
PHONE (A/C, No, Ext):
E-MAIL ADDRESS:
FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Electric Insurance Company* — 21261
INSURER B: A.M. Best FSR of A (Excellent), XIV or a-
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
GE Precision Healthcare LLC
3000 N Grandview Blvd
Waukesha, WI 53188
United States

COVERAGES — CERTIFICATE NUMBER: 220207 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GL 19-1	1/1/2019	1/1/2020	EACH OCCURRENCE $ $2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ $50,000 MED EXP (Any one person) $ $10,000 PERSONAL & ADV INJURY $ $2,500,000 GENERAL AGGREGATE $ $5,000,000 PRODUCTS - COMP/OP AGG $ Included in GL
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AL 19-2	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) $ $2,500,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			XS 19-1	1/1/2019	1/1/2020	EACH OCCURRENCE $ $2,500,000 AGGREGATE $ $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC 19-1	1/1/2019	1/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT $ $2,500,000 E.L. DISEASE - EA EMPLOYEE $ $2,500,000 E.L. DISEASE - POLICY LIMIT $ $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Solely to the extent required by the underlying contract with the Named Insured, this insurance shall provide coverage on a primary and noncontributory basis.
The policies referenced above have been endorsed to provide 30 day written notice of cancellation to the certificate holder. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

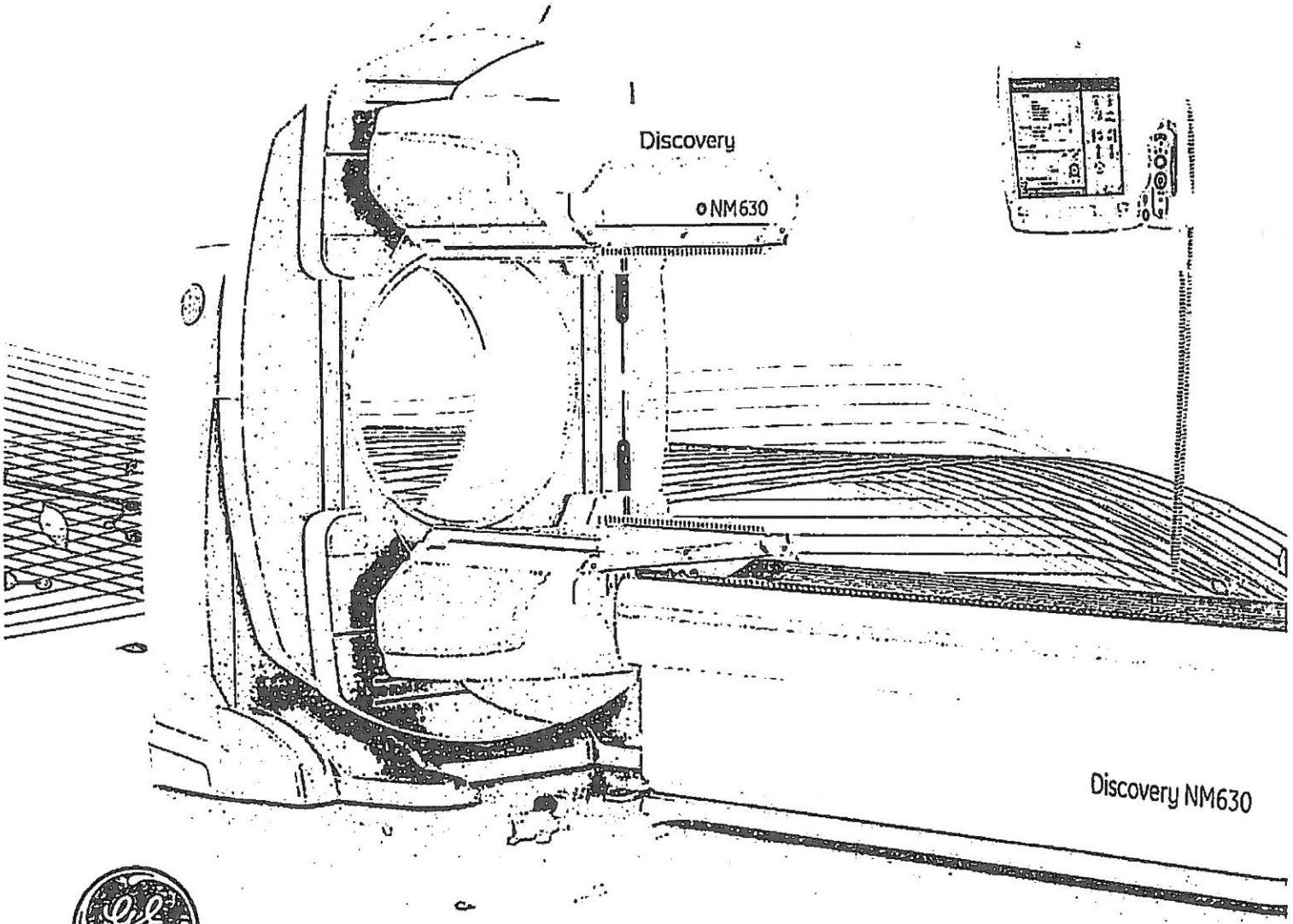
CERTIFICATE HOLDER
GE Precision Healthcare LLC
3000 Innovation Drive
Wauwatosa, WI 53226
United States

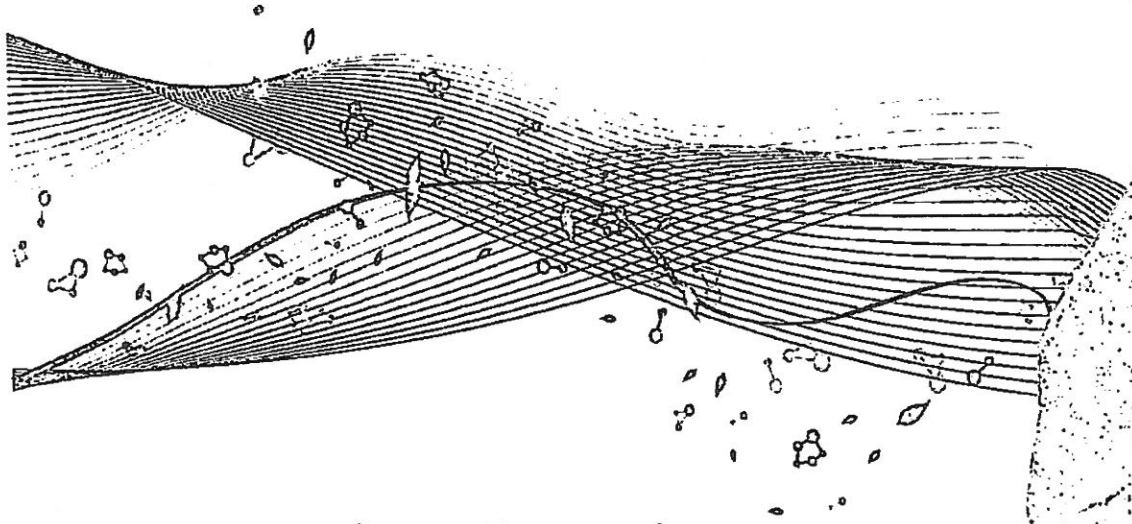
CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

GE Healthcare

Discovery NM630

Innovation to expand your care.





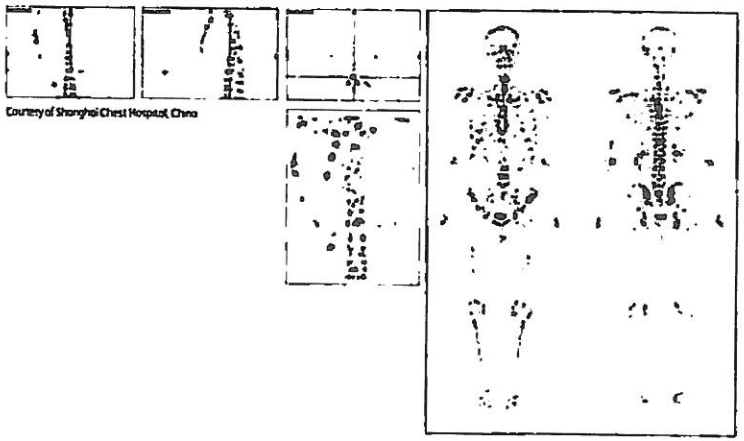
Focus on what matters most.

Your reason for being is the health of countless patients who come to you for care. This is why GE Healthcare strives to make our advanced imaging technology more accessible. It is why our products are designed to help you deliver not only an accurate diagnosis, but do it with comfort and peace-of-mind for your patients. It is why GE Healthcare created the Discovery™ NM630.

Combining intuitive interfaces and ease of operation with superb image quality, the Discovery NM630 gives healthcare providers the outstanding capability to deliver excellent care to their patients. With doses as low as half those of standard NM scanning protocols. With the potential for significantly less time on the table. And without compromising on image quality.

The Discovery NM630 can even be upgraded to a Discovery NM/CT 670 by adding CT capabilities for true hybrid imaging, helping to protect your investment while expanding your diagnostic horizons.

"I was looking for answers but dreading the process. I was so relieved to find it would be quick and with minimal discomfort."



Courtesy of Shanghai Chest Hospital, China

Advanced technology that can help you provide excellent care.

By leveraging decades of experience in molecular imaging, the Discovery NM630 can help you provide exceptional levels of care.

Outstanding Image Quality: A step forward in detector design, the Elite NXT detector enables exceptional image quality. Ultra-thin design and auto-body contouring minimize the distance between the patient and the detectors for excellent resolution while SPECT-optimized collimators and the exceptionally high count rate enable extremely precise event detection.

Dose Management: Exclusive Evolution* technology changes the relationship between time, dosage and image quality by allowing you to reduce time or injected patient dose up to 50% in most scanning procedures while maintaining excellent image quality.

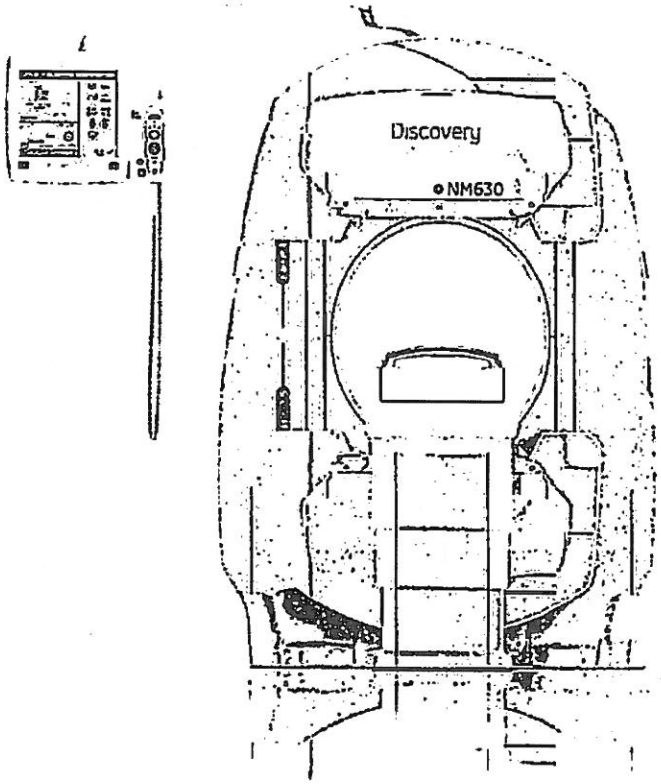
Increased Productivity: Half-time imaging meets fast and flexible robotic gantry motions and Ignite streamlined workflow to enable a whole-body and SPECT bone protocol in 15 minutes.

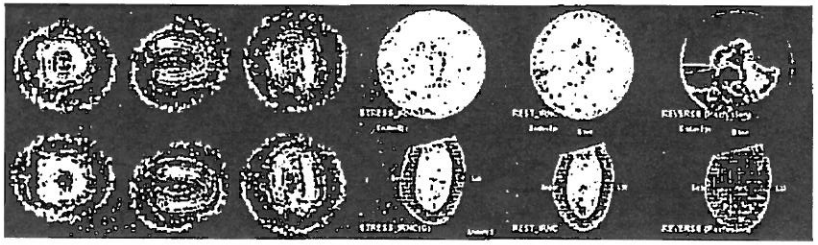
Advanced Applications: Advanced Xeleris* workstation integrates new and existing nuclear medicine equipment, including legacy GE and non-GE devices. Designed to provide consistent results and enhanced workflow, Xeleris keeps you connected to your images and applications from PACS and PCs within your institution and remotely.

Lasting Value: You can be confident in your investment. The Discovery NM630 can be upgraded on location to a Discovery NM/CT 670 with the addition of a diagnostic CT capability that can expand your services to include hybrid imaging as your practice requires and your care mission demands.

"The greater my ability to see,
the better my opportunities to cure."

"I'm here to support my patients.
My scanner has to support them, too."





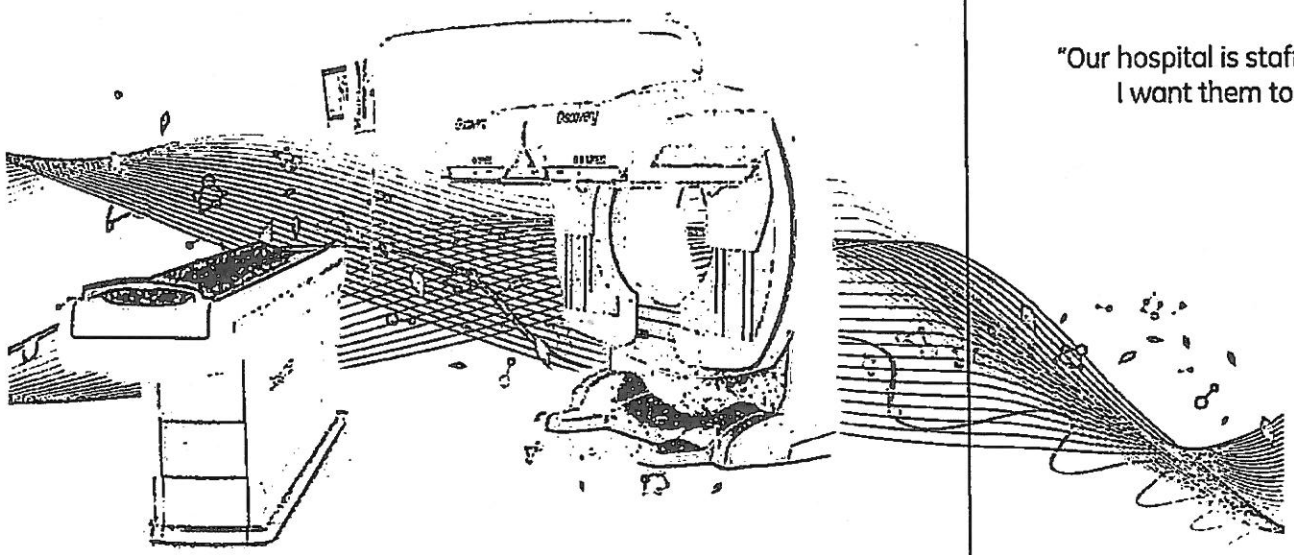
Position more patients for the best possible outcome.

Your patients come in a myriad of shapes and sizes. The Discovery NM630 is engineered to help accommodate more patients than previous generation GE nuclear medicine systems. With its large bore and table capable of handling patients up to 500 pounds (227 kilograms), the Discovery NM630 is designed to maximize your scannable population.

To optimize image clarity and sharpness, real-time, infrared-guided automatic contouring enables consistent detector positioning close to the patient throughout the scan, regardless of body type. Robust gantry design and construction further enhance image quality by enabling high positioning accuracy, resulting in precise orbits and reproducible scans.

Set-up is fast courtesy of a handheld remote control that puts commonly used settings at your disposal with the touch of a button and minimal trips away from your patient. Extremely quick, automated transitions between detector positions with simultaneous multi-axis movement make scans quick and efficient.

Whether short or tall, heavy or thin, bed-ridden or ambulatory, the Discovery NM630 is designed to provide more patients with superb quality nuclear imaging. And to do it with outstanding efficiency and speed.



"Our hospital is staffed with incredibly gifted physicians. I want them to have the technology that allows them to do the greatest good."

The ability to see more allows you to do more.

The more precise the information healthcare providers can get about a patient's condition, the more effectively that patient can be treated. It is for this reason the Discovery NM630 incorporates advanced Elite NXT detectors.

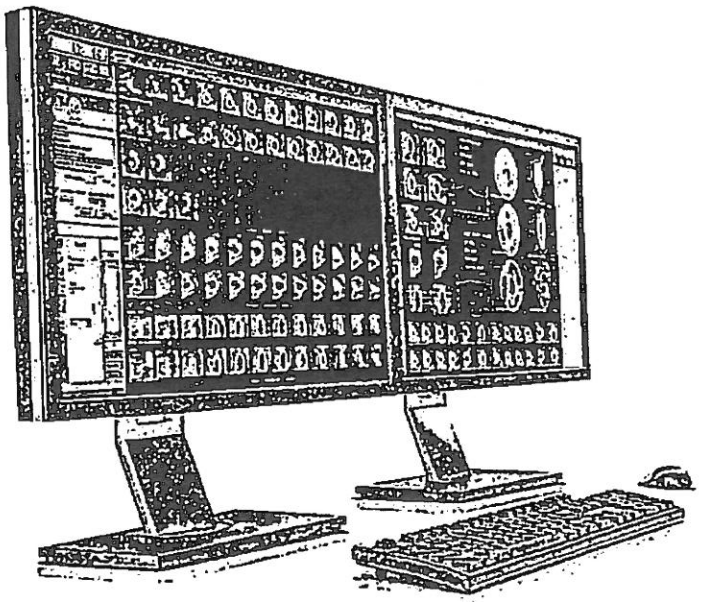
Elite NXT detectors are designed to offer outstanding SPECT resolution and exceptional contrast for superb image quality, all to help you diagnose disease earlier and more accurately. Image quality is enhanced with SPECT-optimized collimators and ultra-high count rate (460kCounts per second) for extremely precise lesion detection.

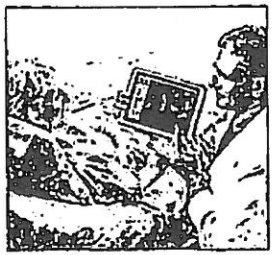
An innovative design replacing four circuit boards with a single digital acquisition board results in reduced noise and a 9.5% energy resolution for improved image contrast. Spot view resolution is improved by the ultra-thin pressure-sensitive detector covers which reduce the distance between patient and collimator to less than 4mm.

And finally, auto-body contouring minimizes the distance between patient and detector, resulting in excellent spatial resolution in both SPECT and whole-body planar imaging.

All of which can help you diagnose and treat disease effectively and more compassionately.

"When information and opinions get shared,
it leads to better outcomes for my patients."





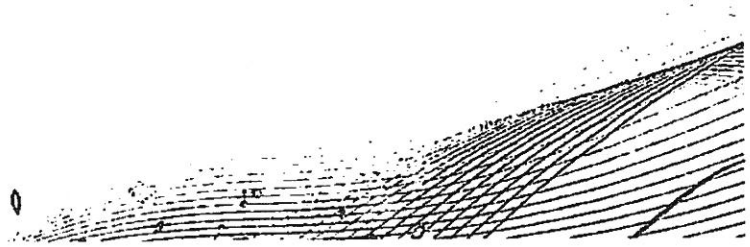
The tools to transform data into precise diagnoses.

Scans are data, and that data must be interpreted. The Xeleris workstation, when used with the Discovery NM630, provides a comprehensive data management solution for your molecular imaging needs.

Xeleris delivers innovative productivity tools, built-in connectivity, exceptional processing speed and advanced versatility. By giving you complete access to information when and where you need it through PACS as well as remote PCs, it helps you share ideas and potentially make better decisions. And that leads to better care.

Plus, the comprehensive suite of tools available with Xeleris are there for you in countless MI scenarios. Whether you work with a single scanner or integrate the data from many, tools such as Evolution which can reduce patient dose up to 50% while maintaining image quality, Volumetrix MI and Aladdin's customizable programming are ready to grow with you as your needs grow. All with the potential capability to increase patient throughput significantly, which can translate into more patients per day.

In short, Xeleris ensures that you can make efficient use of the data you acquire today while providing a portal to the Molecular Imaging department of tomorrow.



About GE Healthcare

GE Healthcare provides transformational medical technologies and services that are shaping a new age of patient care. Our broad expertise in medical imaging and information technologies, medical diagnostics, patient monitoring systems, drug discovery, biopharmaceutical manufacturing technologies, performance improvement, and performance solutions services helps our customers to deliver better care to more people around the world at a lower cost. In addition, we partner with healthcare leaders, striving to leverage the global policy change necessary to implement a successful shift to sustainable healthcare systems.

Our "healthymagination" vision for the future invites the world to join us on our journey as we continuously develop innovations focused on reducing costs, increasing access, and improving quality around the world. Headquartered in the United Kingdom, GE Healthcare is a unit of General Electric Company (NYSE: GE). Worldwide, GE Healthcare employees are committed to serving healthcare professionals and their patients in more than 100 countries. For more information about GE Healthcare, visit our website at www.gehealthcare.com

GE Healthcare
3000 N. Grandview Blvd.
Waukesha, WI 53188
U.S.A.
www.gehealthcare.com

imagination at work

NU-0202-06.11-EN-US

Appendix C

Existing Equipment Brochure and Historical CON Docunentation

NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES
Division of Health Service Regulation

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director

May 9, 2018

Jeffrey Shovelin
PO Box 6028
Greenville, NC 27835-6028

Exempt from Review – Acquisition of Facility

Record #:	2580
Facility Name:	Kinston Medical Specialists, PA Endoscopy Center
Type of Facility:	Ambulatory Surgery Center and Diagnostic Center
FID #:	061350 (ambulatory surgery center)
Acquisition by:	Vidant Medical Group, LLC
Business #:	2813
County:	Lenoir

Dear Mr. Shovelin:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) determined that based on your letter of April 23, 2018, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(8). Therefore, Vidant Medical Group, LLC (VMC) may proceed to acquire the above referenced health service facility without first obtaining a certificate of need. However, you need to contact the Agency's Acute and Home Care Licensure and Certification Section, DHSR to obtain instructions for changing ownership of the existing facility. Note that pursuant to N.C. Gen. Stat. §131E-181(b): *"A recipient of a certificate of need, or any person who may subsequently acquire, in any manner whatsoever permitted by law, the service for which that certificate of need was issued, is required to materially comply with the representations made in its application for that certificate of need."*

It should be noted that this 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 Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Jane Rhoe-Jones
Project Analyst

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

cc: Acute and Home Care Licensure and Certification Section, DHSR
Amy Craddock, Assistant Chief, Healthcare Planning, DHSR

VIDANT HEALTH

April 23, 2018

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

Re: Notice of Exempt Acquisition of Kinston Medical Specialists, PA/ Request for "No Review" Letter

Dear Ms. Rhoe-Jones,

On May 14, 2018, Vidant Medical Group, LLC (VMG), a wholly owned subsidiary of University Health Systems of Eastern Carolina, Inc. d/b/a/ Vidant Health (VH), is planning to planning to acquire through an asset purchase agreement ownership of Kinston Medical Specialists, PA (KMS), a multispecialty physician practice with locations in Lenoir, Greene, Wayne and Duplin Counties. The acquisition of KMS also includes Kinston Medical Specialists, PA Endoscopy Center (License #AS0122) and a "diagnostic center" designation that was established prior to March 18, 1993 (see attached confirmation).

VMG believes the transaction is exempt from Certificate of Need (CON) review. Specifically, § 131E-184 states:

> "(a) Except as provided in subsection (b), the Department shall exempt from certificate of need review a new institutional health service if it receives prior written notice from the entity proposing the new institutional health service, which notice includes an explanation of why the new institutional health services required, for any of the following:
>
> (8) To acquire an existing health service facility, including equipment owned by the health service facility at the time of acquisition, [and]
>
> (9) To develop or acquire a physician office building regardless of cost, unless a new institutional health service other than defined in G.S. 131E-176(16)b. is offered or developed in the building."

The acquisition of all KMS physician practice qualifies as physician office buildings, and is therefore exempt from CON review based on 131E-184(a)(9). KMS's endoscopy center and diagnostic center designation meets the definition of a health service facility since, according to § 131E-176(9b), a "health service facility means a... diagnostic center [and] ambulatory surgical facility." Therefore, acquisition of all KMS's endoscopy center and diagnostic center designation is exempt from CON review based on 131E-184(a)(8). VMG is requesting that the CON Section issue a letter determining its acquisition of KMS practices, endoscopy center and diagnostic center are exempt from CON review. If you have any questions or concerns, please feel free to contact me at (252) 847-3631.

Sincerely,

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

North Carolina Department of Health and Human Services
Division of Facility Services
Certificate of Need Section
2704 Mail Service Center ▪ Raleigh, North Carolina 27699-2704

Michael F. Easley, Governor
Carmen Hooker Odom, Secretary

http://facility-services.state.nc.us

Lee Hoffman, Section Chief
Phone: 919-855-3873
Fax: 919-733-8139

June 12, 2002

Frank S. Kirschbaum
Kirschbaum, Nanney, Brown & Keenan, PA
PO Box 19766
Raleigh NC 27609

RE: Inquiry/ Status of Kinston Medical Specialists, PA as a Diagnostic Center in Operation Prior to March 18, 1993/ Lenoir County

Dear Mr. Kirschbaum:

In response to your letters of January 8, and May 30, 2002, the Certificate of Need Section has determined that Kinston Medical Specialists, PA operating at 701 Doctors Drive, Kinston was a "diagnostic center" as defined in G.S. 131E-176(7a) prior to March 18, 1993 because it owned and operated, on a single campus, medical diagnostic equipment that cost in excess of $500,000. This determination does not permit Kinston Medical Specialists, PA, to operate more than one diagnostic center or to relocate and operate the existing single diagnostic center on more than one campus.

You are requested to send a listing of the Manufacturer, Model Number and Serial Number for each of the pieces of equipment you have listed, to be filed, for tracking purposes, with the information you have already supplied to us.

It should be noted that this 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 Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

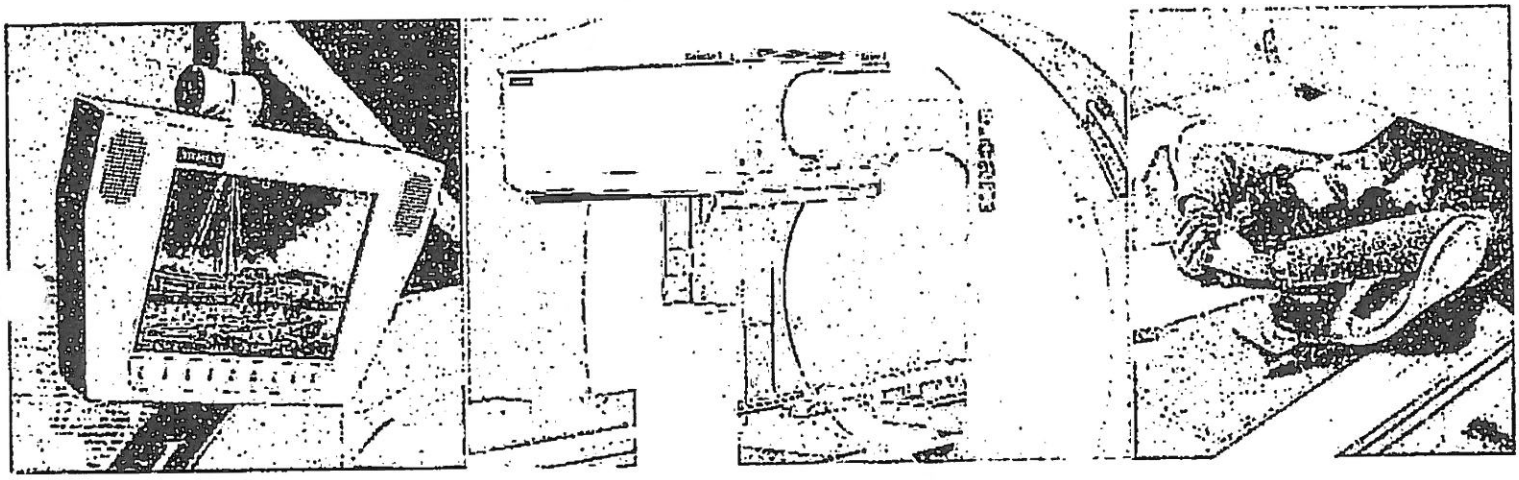
Sincerely,

Louise C. Beville

Louise C. Beville, Project Analyst
Certificate of Need Section

Lee B. Hoffman

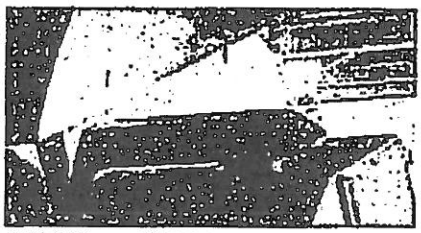
Lee B. Hoffman, Chief
Certificate of Need Section



e.cam Signature Series
All About Quality, Speed and Comfort

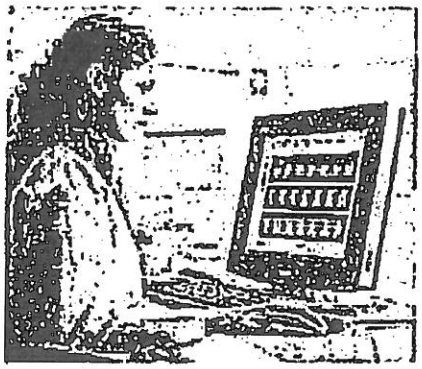
SIEMENS
medical

e.cam Signature Series



HD High Performance Detectors

syngo MI Workplace



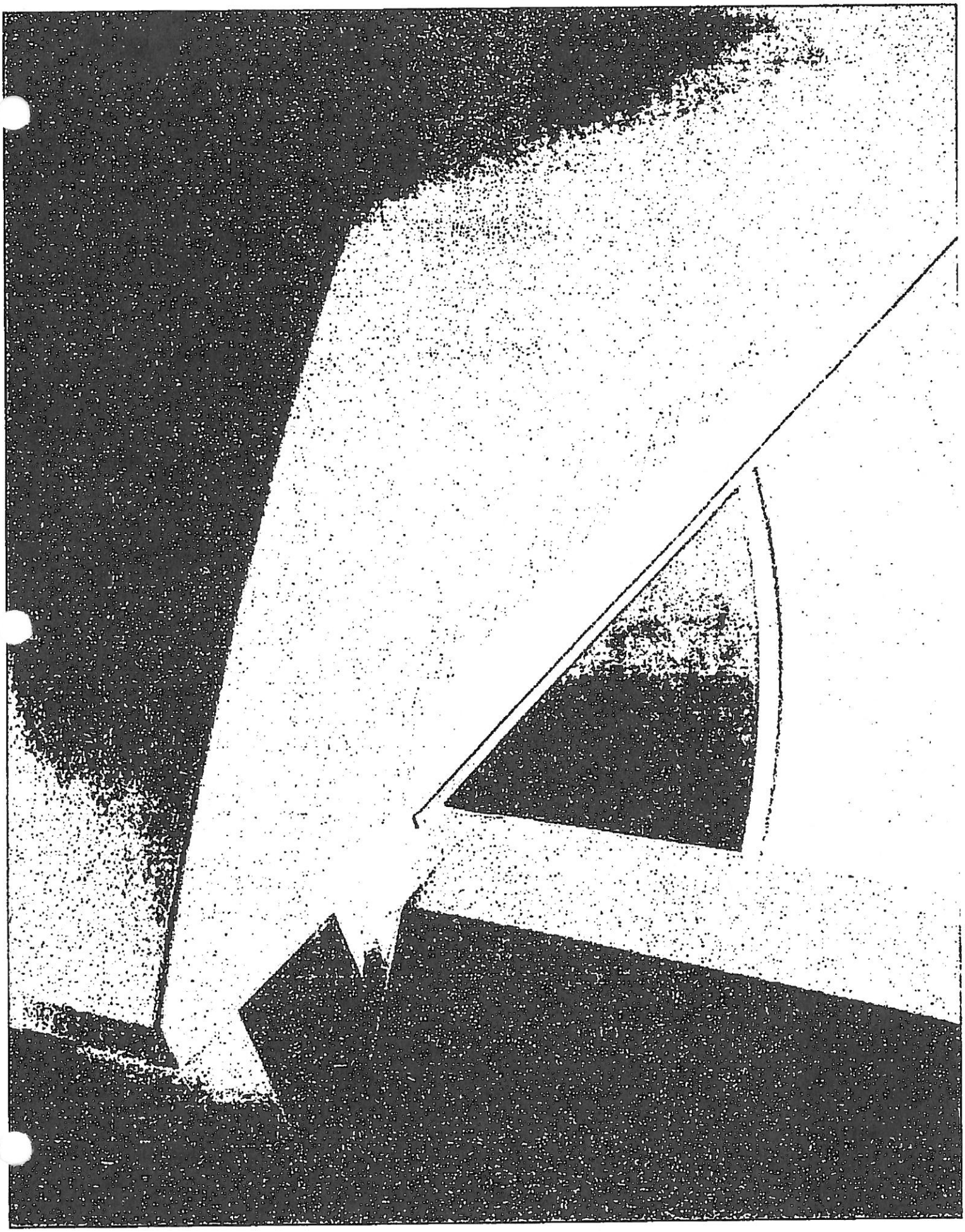
Flash 3D

e.media patient comfort and education system

The e.cam® Signature Series has earned an enviable reputation for outstanding image quality and clinical flexibility. Siemens sets the standard of excellence with outstanding performance, styling and options.

e.cam Signature Series improves your clinical performance and the patient's experience every step of the way.

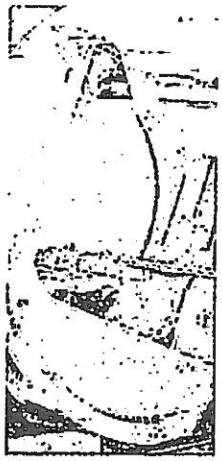
- The Signature Series features subdued color accents, creating a more open and calm environment.
- HD detectors with high count rate and energy independent performance ensure outstanding image quality.
- Our exclusive e.media option is the first-ever patient comfort and clinical education system, providing on-board interactive multimedia capability.
- Flash 3D, the most advanced SPECT iterative reconstruction technology available lets you optimize acquisition time and image quality.
- User-defined workflows improve department efficiency and throughput.
- *syngo* MI Workplace offers increased speed, capacity, and performance.
- Broad DICOM connectivity allows viewing of multimodality images side-by-side with nuclear medicine images.



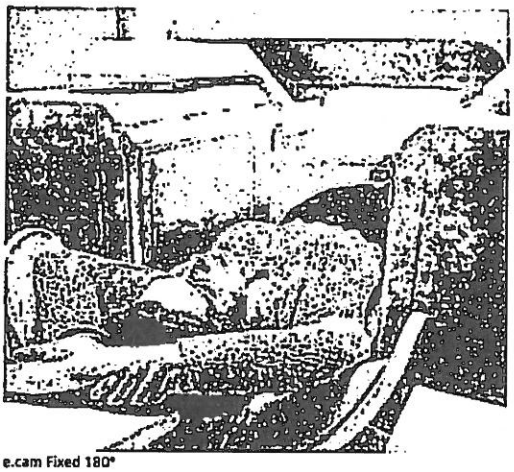
Models

e.cam Variable Angle

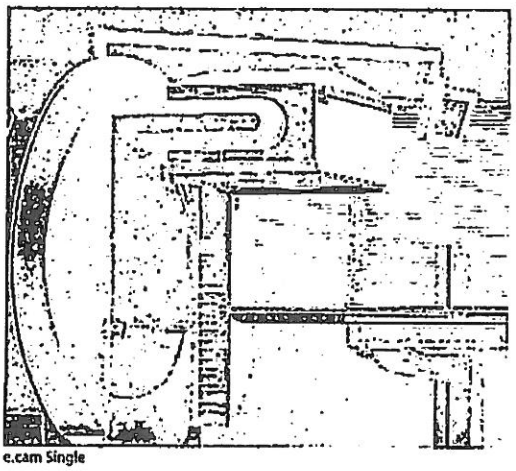
e.cam Dual-Detector Variable-Angle
Allows for 180°, 90° and 76° detector configurations to optimize image quality for whole body, cardiac and general SPECT studies and high throughput for every acquisition type. The gantry, with its motion flexibility including caudal/cephalic detector tilt, offers full clinical utility for general purpose, cardiology, oncology, and neurology studies. The e.cam* coincidence option is available for this camera.



e.cam Dual-Detector Fixed 180°
Optimized for both whole body and SPECT scanning with the detectors in opposing position; making it the ideal system for oncological applications. The open gantry permits easy access to both detectors for imaging of patients on gurneys and wheelchairs or in a standing position. The e.cam* coincidence option is available for this camera.



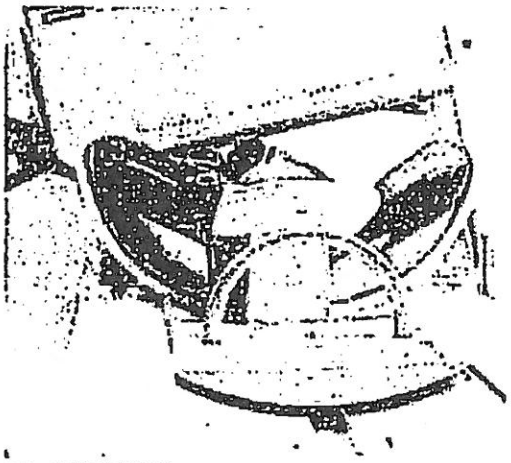
e.cam Fixed 180°



e.cam Single

e.cam Single
The e.cam single-detector system offers general purpose scanning flexibility with unrestricted access for gurneys and wheelchairs. This cost-effective system features a clinically versatile open gantry, caudal/ cephalic detector tilt capability, automatic body contouring for SPECT and whole body scans, as well as upgrade paths to dual-head configurations.

e.cam Dual-Detector Multiangle Cardiac
Designed to meet the high-quality and high-throughput demands of cardiology practices. The optional Profile nonuniform cardiac attenuation correction accessory features a unique fixed multiple-line array that increases the accuracy of myocardial perfusion SPECT and enhances diagnostic confidence.

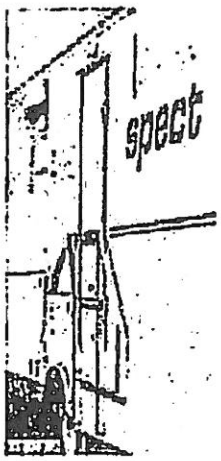


e.cam Multiangle Cardiac

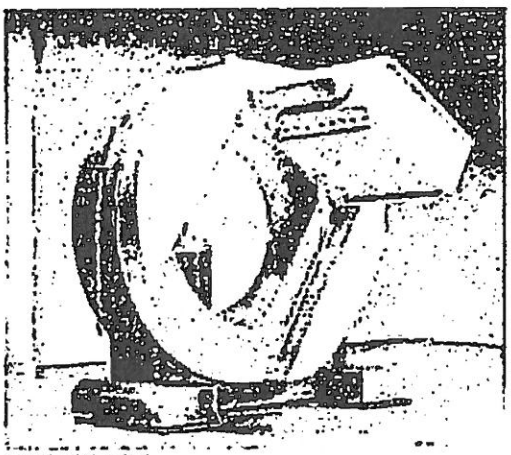
e.cam

e.cam Mobile
The mobile environment package* for e.cam allows installations in a wide range of coaches including trucks that do not require a commercial driver's license.

*available in the U.S. only.

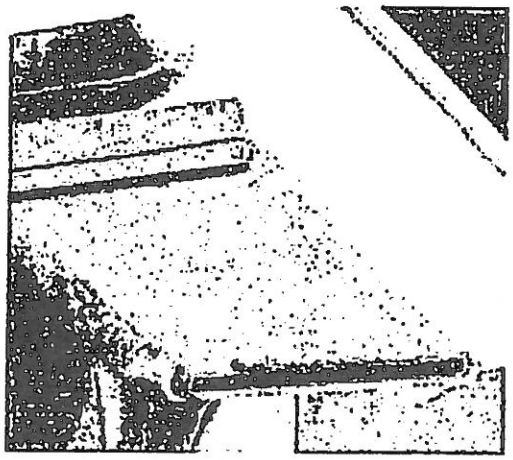


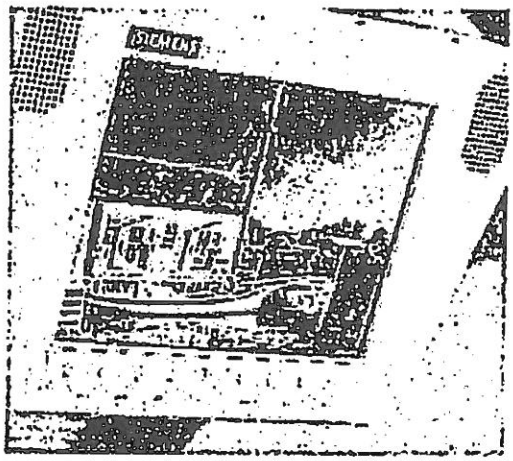
e.cam Single Standard
This system is an economical choice for general nuclear medicine applications. The single detector design allows patient imaging on gurneys and wheelchairs. Upgrade paths to additional e.cam features are available.



e.cam Single Standard

Features





HD High-Performance Detector
The state-of-the-art design provides increased performance, reliability, and serviceability.

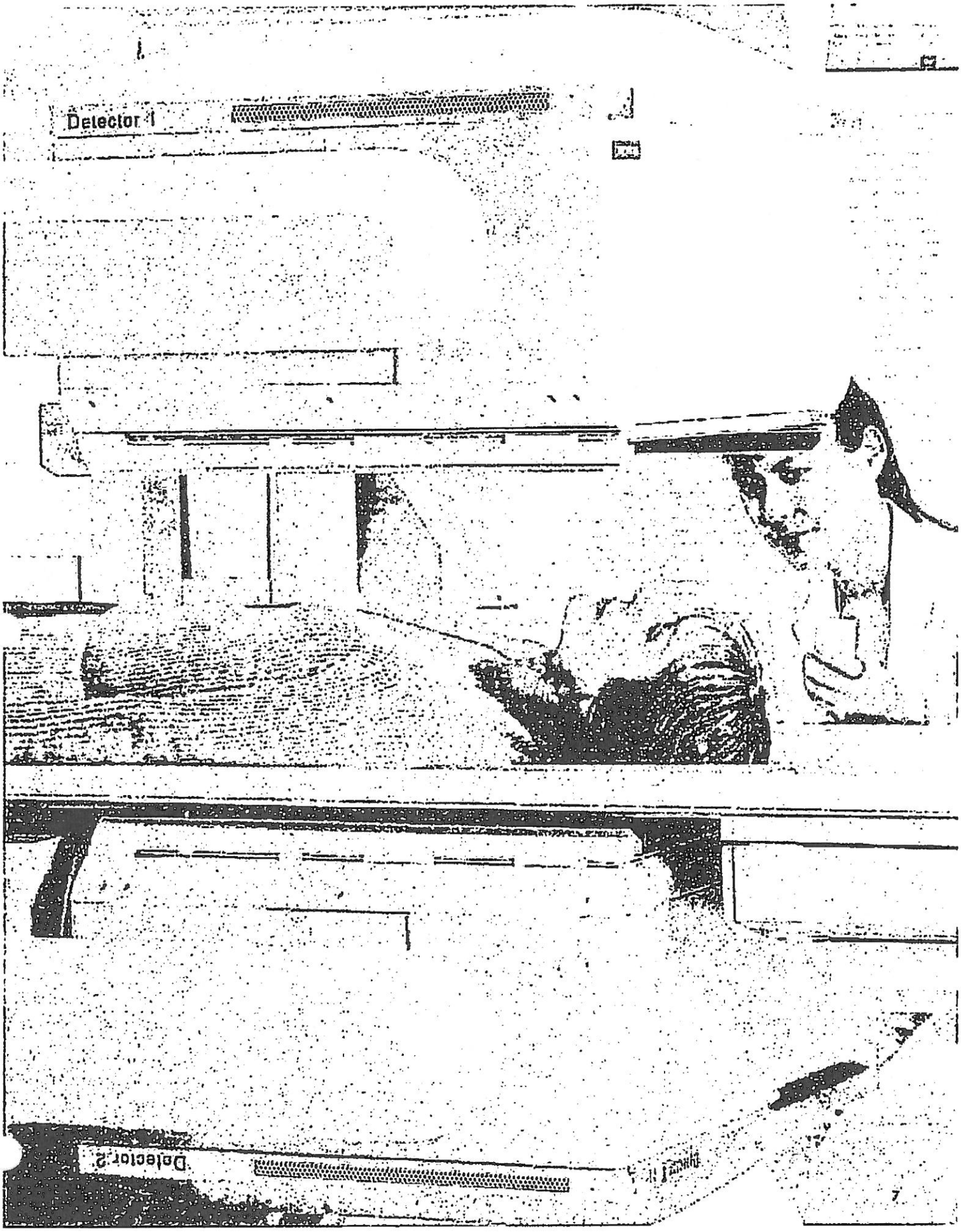
e.media
The integrated DVD player and the redesigned Patient Positioning Monitor (PPM) combine to give e.media unlimited possibilities.

Collimators
e.cam offers a comprehensive selection of collimators for general and specialized applications. Siemens patented AUTOFORM assures high uniformity and precise angulation.

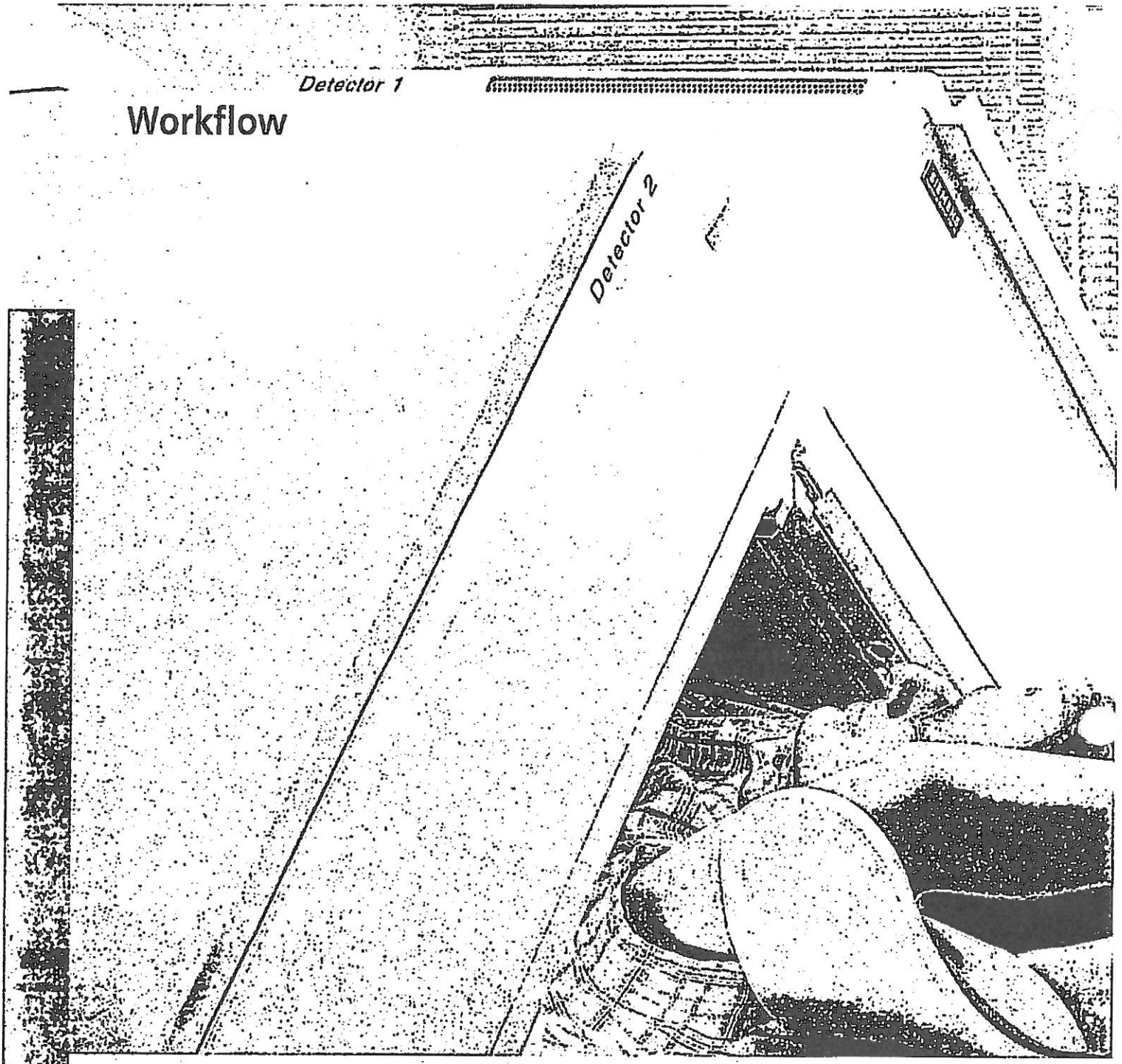
Patient Bed
The e.cam patient bed, featuring an ultrathin imaging pallet, is designed for ease of use, patient comfort, and image quality. Optional pallets add versatility.

Profile Attenuation Correction
The unique, multiple-line source array produces a profiled transmission source shape, effectively correcting myocardial perfusion SPECT studies for nonuniform attenuation from organs surrounding the heart.

Coincidence Acquisition
Ultrahigh efficiency HD detectors, special high count rate electronics, and axial shields to reduce scatter and random coincidence events combine to provide complete coincidence acquisition and processing functionality.


Detector 1
Detector 2

Workflow



When patients arrive in the Nuclear Medicine department to be scanned, the e.cam Signature Series system is already working for them. During patient registration, the necessary patient information is transferred to the *syngo* MI Workplace from the hospital's HIS/RIS system, eliminating a duplicate manual data entry step by the technologist.

With the patient data already in place, the technologist can proceed directly to patient orientation and positioning. With the touch of a button, the technologist can provide the patient a pleasant focal point during the scan — a multimedia system that can play CDs or DVDs, from a hospital infomercial to a cartoon to the latest Hollywood release.

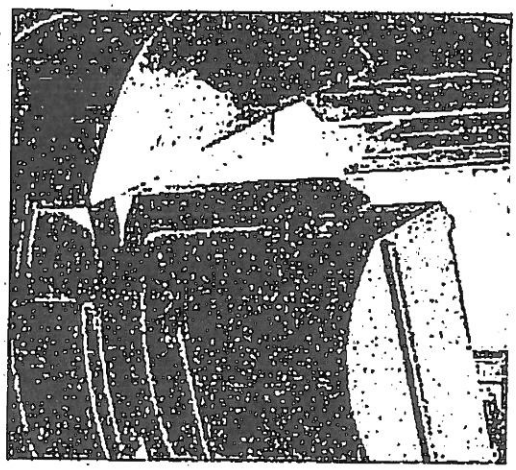
Using the automatic contouring feature, the technologist significantly reduces patient setup time. As the patient rests comfortably on the patient handling table, the camera begins acquiring the required scans.

The *syngo* MI Workplace supports the entire clinical workflow by allowing the technologist to process and display images at one workstation. Optimized image quality is achieved by applying advanced reconstruction methods, such as *syngo* Flash 3D, scatter correction or *syngo* CT Attenuation Correction. The applications allow remarkable time savings and improve efficiency for the entire department.

Having completed the patient scanning and processing procedures, the *syngo* MI Workplace automatically transfers the images to the physician for viewing and interpretation. The quality of the images, optimized by the high resolution flat-screen monitor, speaks for itself.

After the physician completes reading and interpreting the data, the patient's results can be automatically forwarded throughout a wide-range of enterprise destinations — hardcopy printing, archiving, transfer to the referring physician — providing a flexible and intelligent manner of information management.

HD Digital Detector



The HD detector provides increased performance, reliability, and serviceability.

- Faster electronics increase count rate performance.
- Significant increase in reliability, resulting in maximum time between service calls.

Coincidence Specifications	crystal thickness 5/8"
Maximum Singles Count Rate (per detector)	≥ 2.9 Mcps
Maximum NEC Count Rate (70 cm whole body phantom)	≥ 1.0 kcps
Scatter Fraction	≤ 14%
Reconstructed Resolution	
FWHM Central Axial	≤ 4.2 mm
FWHM Central Transaxial	≤ 4.8 mm
System Sensitivity	11 kcps/µCi/ml
300 kcps/Mbq/ml	300 kcps/Mbq/ml
Coincidence Timing Window	2t = 12 nsec

All values are determined at the manufacturer's facility, using the methods described in "NEMA Standards Publication for Performance Measurements of Scintillation Cameras."

Single photon values are determined at the manufacturer's facility using the methods described in NEMA Standards Publication NU 1-2001 "Performance Measurements of Scintillation Cameras". The specialized phantoms and software required to reproduce these measurements are available from Siemens.

Coincidence values are measured in accordance with NEMA Standards Publication NU 2-1994 using coincidence mode (photopeak-photopeak) at 511keV with the exception of Noise Equivalent Count Rate (NEC) which is measured using NEMA Standards Publications NU 2-2001.

	crystal thickness 3/8"	5/8"
Primary Specifications		
Intrinsic Spatial Resolution		
FWHM in CFOV	≤ 3.8 mm	≤ 4.5 mm
FWHM in UFOV	≤ 3.9 mm	≤ 4.6 mm
FWTM in CFOV	≤ 7.5 mm	≤ 8.7 mm
FWTM in UFOV	≤ 7.7 mm	≤ 8.9 mm
Intrinsic Energy Resolution		
UFOV	≤ 9.9 %	≤ 9.9%
Intrinsic Flood Field Uniformity (uncorrected)		
Differential in CFOV	≤ 2.5%	≤ 2.5%
Differential in UFOV	≤ 2.7%	≤ 2.7%
Integral in CFOV	≤ 2.9%	≤ 2.9%
Integral in UFOV	≤ 3.7%	≤ 3.7%
System Spatial Resolution without Scatter with LEHR Collimator at 10 cm*		
FWHM in CFOV	7.4 mm	7.8 mm
FWTM in CFOV	14.1 mm	14.9 mm
Secondary Specifications		
Intrinsic Spatial Linearity		
Differential in CFOV	≤ 0.2 mm	≤ 0.2 mm
Differential in UFOV	≤ 0.2 mm	≤ 0.2 mm
Absolute in CFOV	≤ 0.4 mm	≤ 0.5 mm
Absolute in UFOV	≤ 0.7 mm	≤ 1.0 mm
Multiple Window Spatial Registration	≤ 0.6 mm	≤ 1.0 mm
Intrinsic Count Rate Performance in Air*		
Maximum Count Rate	310 kcps	310 kcps
Intrinsic Spatial Resolution @ 75 kcps		
FWHM in UFOV	≤ 4.1 mm	≤ 4.6 mm
FWTM in UFOV	≤ 7.8 mm	≤ 8.9 mm
Intrinsic Flood Field Uniformity @ 75 kcps (uncorrected)		
Differential in CFOV	≤ 2.5%	≤ 2.5%
Differential in UFOV	≤ 2.7%	≤ 2.7%
Integral in CFOV	≤ 2.9%	≤ 2.9%
Integral in UFOV	≤ 3.7%	≤ 3.7%
System Spatial Resolution with Scatter with LEHR Collimator at 10 cm*		
FWHM in CFOV	8.7 mm	8.9 mm
FWTM in CFOV	19.1 mm	19.5 mm
System Planar Sensitivity with LEHR Collimator at 10 cm*		
Absolute	202 cpm/µCi	225 cpm/µCi
System Planar Sensitivity with MELP Collimator at 10 cm (In 111)* (both energy windows at 20%)		
Absolute	430 cpm/µCi	565 cpm/µCi
Reconstructed Spatial Resolution with Scatter with LEHR Collimator		
Center	≤ 11.4 mm	≤ 11.5 mm
Radial	≤ 11.7 mm	≤ 12.0 mm
Tangential	≤ 8.4 mm	≤ 8.8 mm

* Typical Values

HD High-Definition Dynamic Digital Detector and Gantry Physical Specifications

Field-of-View (FOV)	53.3 x 38.7 cm (21 x 15.25 in.)
Diagonal FOV	63.5 cm (25 in.)
Crystal	
Size	59.1 x 44.5 cm (23 x 17.4 in.)
Diagonal	69.2 cm (27 in.)
Thickness	9.5 mm (3/8 in.) or 15.9 mm (5/8 in.) or 25.4 mm (1 in.)
Photomultiplier Tubes	
Total Number	59
Diameter	53-7.6 cm (3 in.) 6-5.1 cm (2 in.)
Type	bialkali high-efficiency box-type dynodes
Array	hexagonal
Shielding	
Back	9.5 mm (0.375 in.)
Sides	12.7 mm (0.5 in.)
Min. and Max. in patient direction	27.9-36.4 mm (1.1-1.435 in.)
(For any point on the pallet at maximum 183 cm (6 ft.) from detector while the detector is at 25.4 cm (10 in.) radial position.)	
Brain Reach	
Distance from edge of detector housing to edge of FOV	7.6 cm (3 in.)
Height	193.0 cm (6 ft. 4 in.)
Width	167.6 cm (5 ft. 6 in.)
Depth	159.4 cm (5 ft. 2.75 in.)
Axis of Rotation (from Floor)	99.0 cm (3 ft. 3 in.)
Weight High-Energy Collimator	1755 kg (3900 lb.) Dual Det. 1170 kg (2600 lb.) Single Det.
Min. Patient Opening (HE Coll.)	9.0 cm (3.5 in.)
Min. Patient Opening (HR Coll.)	14.0 cm (5.5 in.)
Max. Patient Opening (HE Coll.)	62.0 cm (24.4 in.)
Max. Patient Opening (HR Coll.)	67.0 cm (26.4 in.)
Average Autocontour Distance	1.1 cm (0.45 in.)
Max. Radial Speed	120 cm/min. (47.2 in./min.)
Max. Lateral Position Left***	5.1 cm (2 in.)
Max. Lateral Position Right***	22.9 cm (9 in.)
Max. Lateral Speed	120 cm/min. (47.2 in./min.)

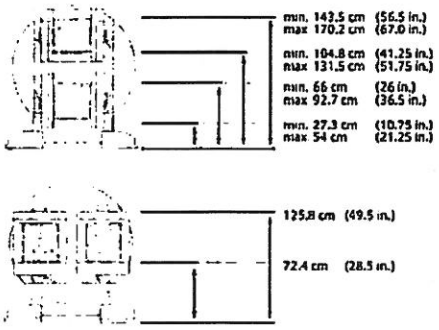
Single-Head, Dual-Head 180° and Dual-Head Variable-Angle (180°)

Max. CW Rotation Det. 1*	440°
Max. CCW Rotation Det. 1*	30°

Variable-Angle and Multiangle Cardiac (90°)

Max. CW Rotation Det. 1**	350°
Max. CCW Rotation Det. 1**	120°
Ring Rotation Range	470°
Rotational Accuracy	0.1°
Max. Rotational Speed	3 RPM
Min. Rotational Speed	0.33 RPM
Center of Rotation	≤ 0.25 pixel (64 x 64 matrix)
Max. Caudal Tilt (Outward)****	90°
Max. Cephalic Tilt (Inward)****	20°

Outer Room Positions*****

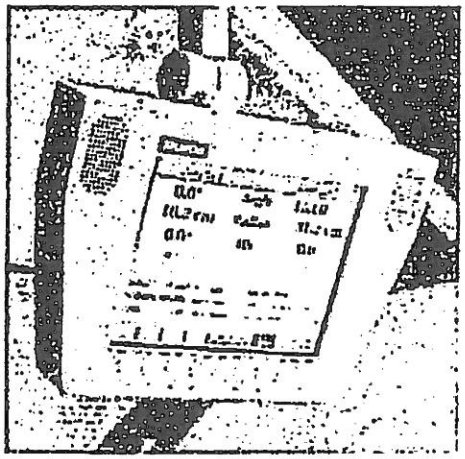


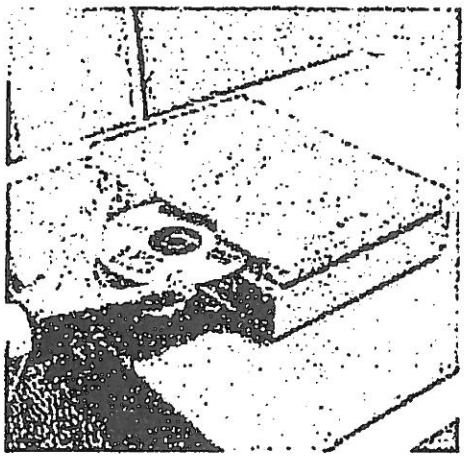
Electronics Enclosure	
Height	105.4 cm (41.5 in.)
Width	55.9 cm (22 in.)
Depth	52.3 cm (20.25 in.)
Weight	99 kg (220 lb.)

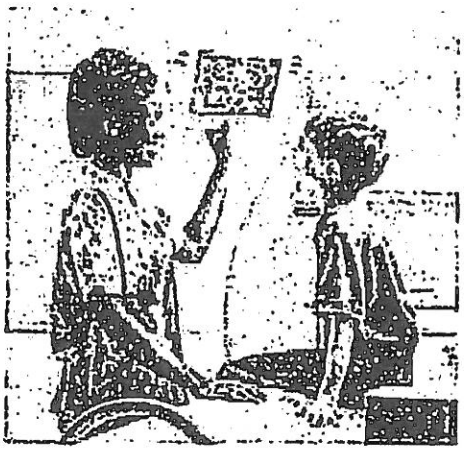
System Environmental Requirements	
Floor Loading Single-Head and Dual-Head	0.073 kg/sq. cm (150 lb/sq. ft.)
	200-240 Volt (±10%), 50-60 Hz
	3.0 kVa, 30 Amp
	single phase service
Heat Dissipation	7200K Joules/hr. (6800 BTU/hr.)
Temperature Range	15.5°-35°C (60°-95°F)
Max. Temperature Variance	4.4°C/hr. (8°F/hr.)
Humidity	15-80% noncondensing

* As seen from patient bed side, detectors at 180° opposed position, start with detector 1 on top
** As seen from patient bed side, detectors at 90° cardiac position, start with detector 1 on top.
*** As seen from patient bed side. Gantry lateral motion for dual-head systems only.
**** Patient on patient bed with feet in gantry, with low-energy collimators
***** Available with all collimators.

Patient Positioning Monitor







LCD Flat Panel Display — Patient Positioning Monitor

The e.cam system flat display panel is mounted on an arm extending from the top of the gantry. The display panel can be moved to any position for easy viewing by the technologist or patient. The display screens available on the display panel include: Persistance Mode, Gantry Mode, Persistance During Acquisition, and Gantry During Acquisition.

Flat panel display information includes:

- Rotation Angle
- Detector Radius
- Detector Tilt
- Elapsed Time
- View Number
- Count Rate
- Matrix Size
- Collimator Change
- Offset Zoom Time Remaining
- SPECT/Coincidence Mode
- Patient Bed Height
- Persistence Mode
- Gantry Lateral Position
- Patient Bed Position
- Patient Positioning Monitor
- Analyzer Energy Setting
- Window and Persistence
- 30.5 cm (12 in.) Adjustment Monitor Screen
- Profile Attenuation Source "On" Indicator

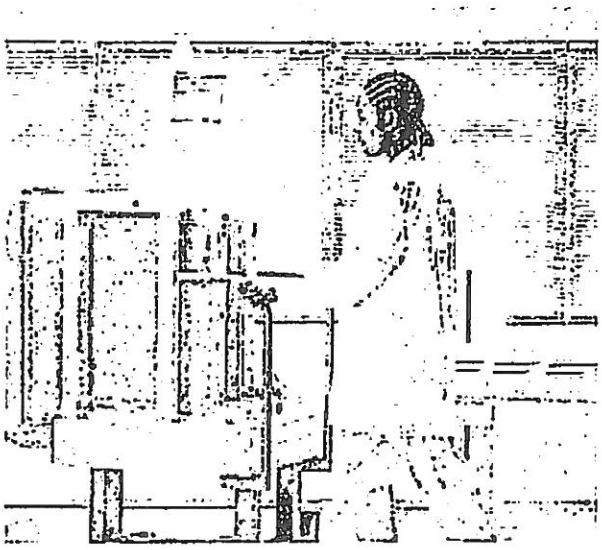
Optional e.media Patient Comfort and Education Package

e.media offers unlimited possibilities for patients and institutions. The integrated DVD plays high-quality video and sound through the Patient Positioning Monitor. The critical area where e.media can make an impact is in patient comfort. Relaxing or interesting video presentations can translate into less patient movement. Less patient movement means less repeat scans and better image quality. Less repeat scans and better image quality create a winning situation for everyone —patients, technologists, and physicians.

Examples of the material that can be displayed:

- Relaxation videos and music
- Entertainment for young patients
- Patient procedure information
- Audio CD
- Hospital promotional videos

Collimators



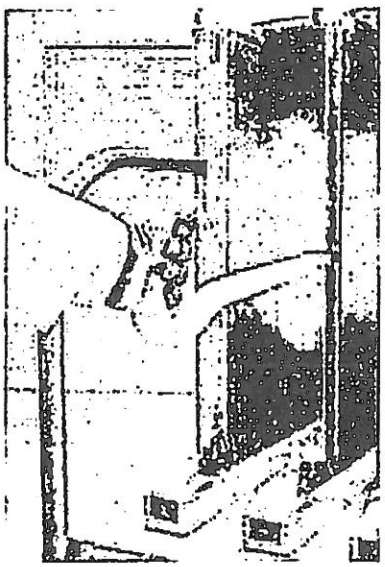
Versatile Design

e.cam provides a comprehensive selection of collimators for general and specialized applications. Siemens AUTOFORM assures high uniformity and precise angulation. The collimator exchange system is designed to allow even the heaviest collimators to glide quickly, easily and smoothly into place.

Collimators	LEHS	LEAP	LEHR	LEUHR	LEFB	ME	HE	UHE
	Low Energy High Sensitivity	Low Energy All Purpose	Low Energy High Resolution	Low Energy Ultrahigh Resolution	Low Energy Fanbeam	Medium Energy	High Energy	Ultrahigh Energy
Isotope	^{99m}Tc	^{99m}Tc	^{99m}Tc	^{99m}Tc	^{99m}Tc	^{67}Ga	^{131}I	^{18}F
Hole Shape	Hex	Hex	Hex	Hex	Hex	Hex	Hex	Hex
Number of Holes (x 1,000)	28	90	148	146	64	14	8	4
Hole Length (mm)	24.05	24.1	24.05	35.8	35	40.64	50.8	50.5
Septal Thickness (mm)	0.36	0.20	0.16	0.13	0.16	1.14	2	3.4
Hole Diameter (mm across the flats)	2.54	1.45	1.11	1.16	1.53	2.94	3.4	2.5
Sensitivity @ 10 cm (cpm/μCi)[1]	1020	330	202	100	280	310	135	185
Geometric Resolution @ 10 cm (mm)	14.6	8.3	6.4	4.6	6.3	10.8	12.6	10.6
System Resolution @ 10 cm (mm)[1]	15.6	9.4	7.4	6.0	7.3	12.5	14.5	19.0
Septal Penetration (%)	1.5	1.9	1.5	0.8	1	1.2	3.5	3.4
Focal Length @ Exit Surface (mm)	n.a.	n.a.	n.a.	n.a.	445	n.a.	n.a.	n.a.
Weight in lb.	42	49	45	56	67	136	245	260
Weight in kg	18.9	22.1	20.4	25.2	30.5	61.8	111.1	117.0

1. Values measured in accordance with NEMA Standards Publication NU-1 2001 using 3/8" crystal.

Pinhole Collimator	isotope		
	^{99m}Tc	^{123}I	^{131}I
Hole Shape	Round	Round	Round
Number of Holes	1	1	1
Hole Diameter (mm)	4,6,8	4,6,8	4,6,8
Cone length (approx. in mm)	200	200	200
Diameter at Base of Cone (approx. in mm)	300	300	300
Sensitivity @ 10 cm with 4 mm (cpm/μCi)	123	111	67
Sensitivity @ 10 cm with 6 mm (cpm/μCi)	271	243	133
Sensitivity @ 10 cm with 8 mm (cpm/μCi)	478	426	221
Geometric Res. @ 10 cm with 4 mm (mm)	6.2	6.3	7.5
Geometric Res. @ 10 cm with 6 mm (mm)	9.3	9.3	10.6
Geometric Res. @ 10 cm with 8 mm (mm)	12.3	12.4	13.6
System Res. @ 10 cm with 4 mm (mm)	6.6	6.6	7.6
System Res. @ 10 cm with 6 mm (mm)	9.5	9.5	10.7
System Res. @ 10 cm with 8 mm (mm)	12.5	12.5	13.7
Weight in lb.	165	165	165
Weight in kg	74.3	74.3	74.3



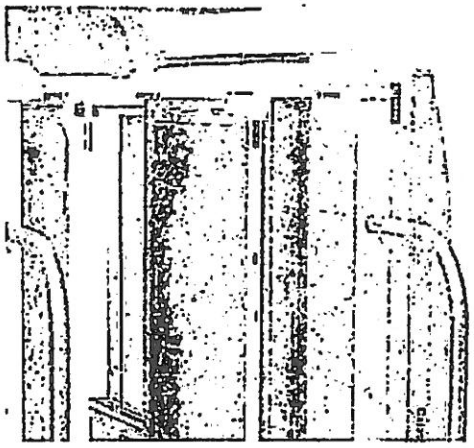
Semi-Automatic Collimator Server

BiCore™ Collimators

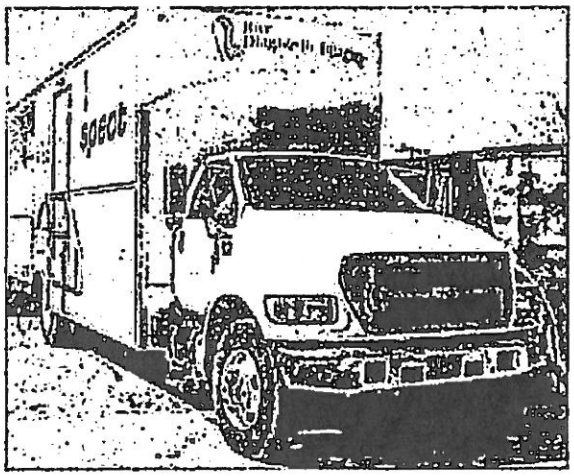
A wide variety of optional collimators are available for all energies and include ultrahigh energy, fanbeam, and pinhole. The unique collimator exchange combines fully automated collimator installation with rapid insertion. The collimator server supports 2 sets of collimators, providing the operator with the ability to remove and install collimators from the same cart, eliminating one trip to and from the collimator storage area.

Collimator Server (w/o collimators)		
Height	132.1 cm	(4 ft. 4 in.)
Width	110.5 cm	(2 ft. 7.5 in.)
Depth	110.5 cm	(2 ft. 7.5 in.)
Weight	120.2 kg	(265 lb.)

For single-detector systems, the collimator server can hold up to four collimators (or two collimators and a pinhole collimator). All servers enable easy storage, transport, installation and removal of collimators.



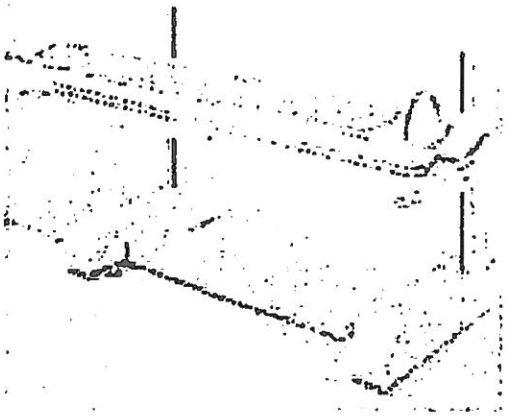
e.cam Mobile Environment Package

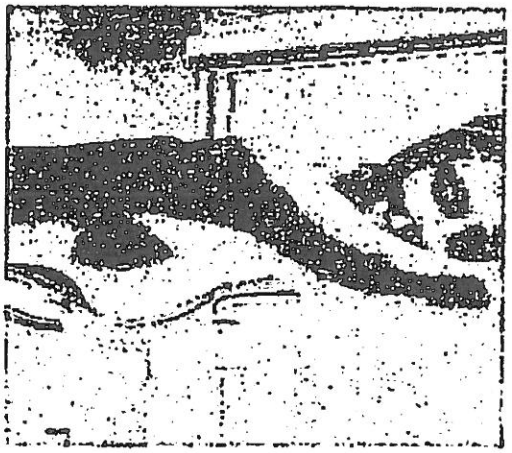


General Coach Requirements

- Minimum coach size: 8' x 24' (8' x 26' is preferred)
- Air ride suspension
- Self-leveling hydraulic jack system
- 30,000 lb. minimum GVW Rating
- Recommended ceiling height: Minimum of 7 ft.
- Recommended floor construction: Minimum of 1.125" thick oak on 3" steel I-Beams on 12" centers
- 42" access to installation

Patient Handling System



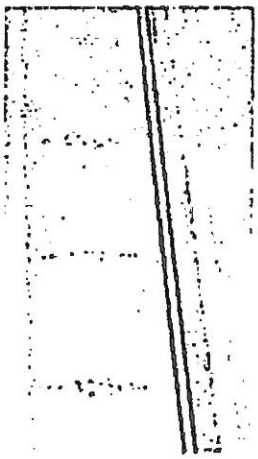


Versatile Design

The e.com's motorized patient bed supports patient weights up to 180 kg (400 lb), meeting the needs of a wide range of clinical applications. The low attenuation characteristics of the ultra-thin pallets and the close proximity of the detector to the patient optimize study resolution. The patient bed lowers to a convenient 48.3 cm (19 in.) for easy patient access. Both the bed with reconfigurable arm supports, and the optional pallets provide patient comfort during the scan.

Easy Configuration

The patient bed (shown on left with the standard pallet) can be configured with right- or left-side patient access to accommodate site-specific installation requirements. The bed is easily removed for rail-free access to imaging patients on gurneys or wheelchairs. It comes equipped with a head holder, a cardiac arm rest, a built-in patient bed ruler, and a contoured patient pad. Also, the ECG connector and power outlet are located at the base of the patient bed where an external ECG monitor can be connected.



Patient Comfort Accessories

The standard cardiac arm rest provides a comfortable resting area for the patient's elbows when positioned over the head, thus reducing patient movement during acquisition. The included head holder, which mounts to the top of the patient bed pallet's front end, supports the patient's head and reduces head movement during brain scanning. Optional dedicated pallets for pediatric and scintimammography applications are also available.

Patient Bed Features

Specifications

Patient Bed

Width	88.9 cm (35.4 in.)
Length	251.5 cm (99 in.)
Weight	253 kg (562 lb.)
Height	109.2 cm (43 in.)
Vertical Motion Range	48.3-110.5 cm (19.0-43.5 in.)
Maximum Vertical Speed	120 cm/min. (47.2 in./min.)
Pallet Material	Aluminum
Pallet Thickness	2.54 mm (0.10 in.)
Pallet Width SPECT	35.6 cm (14 in.)
Pallet Width Whole Body	64.8 cm (25.5 in.)
Attenuation @ 140 keV	< 7%
Max. Patient Weight	180 kg (400 lb.)
Max. Deflection of Patient Pallet	< 3.2 mm (< 0.125 in.)
Max. Scan Length in Whole Body Mode	202 cm (79.5 in.)
Horizontal Motion Range	164.5 cm (5 ft. 4.75 in.)
Horizontal Motion Accuracy	0.4 mm (0.016 in.)
Maximum Horizontal Speed	240 cm/min. (94.5 in./min.)
Minimum Horizontal Speed	0.1 cm/min. (0.040 in./min.)

Rear Pallet Support

Width	35.6 cm (14 in.)
Length (with bar in)	124.5 cm (49 in.)
Length (with bar out)	153.7 cm (60.5 in.)
Weight	49 kg (109 lb.)

ECG Input

- TTL Signal Input
- 0 to +5 Volt
- Negative and Positive Trigger

ECG Gating

- Forward or Forward/Backward by Thirds Framing in Planar Mode
- Forward or Forward/Backward by Thirds by Percentage Framing in SPECT Mode
- Buffered Beat Window
- Bad Beat Rejection
- Number of Frames per R-R Interval or Milliseconds per Frame
- Automatic or Manual Selection of Beats Acceptance Window
- Integrated ECG Port Conveniently Plugs into Bed, Eliminating Any Cable Obstruction

Integrated Source Holder

At the back of the e.cam gantry is the rear pallet support which is used to support the patient bed pallet as it travels through the gantry. This rear pallet support can be flipped up and out of the way when the patient bed is at its lowest position and detector 1 is at 0° rotation. The rear bed also contains the safety rail, which is used to keep personnel from moving behind the gantry where possible contact could occur with the pallet. A source holder is integrated into this rear bed for detector energy peaking, tuning and other quality control procedures. This source holder was specifically designed to perform intrinsic quality control procedures on both detectors simultaneously.

Mammography Pallet

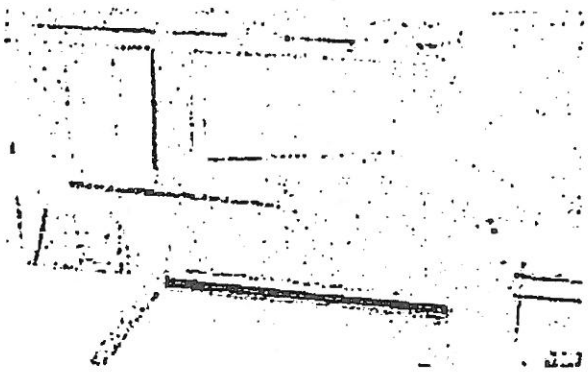
The specialized mammography pallet design is easily installed on the patient bed and allows for scintimammography acquisitions in both planar and SPECT mode. The patient is in a prone head-in position, and does not need to get off the pallet to change from left to right lateral/oblique views.

Width	35.6 cm (14 in.)
Length	170.2 cm (67 in.)
Weight	4.7 kg (10.5 lb.)
Height	12.7 cm (5 in.)
Pallet Material	Carbon Fiber/Foam/Laminated Wood
Pallet Thickness	2.54/12.7/38.1mm (0.1/0.5/1.5 in.)
Pallet Width SPECT	35.6 cm (14 in.)
Attenuation @ 140 keV	<8.5%
Max. Patient Weight	135 kg (300 lb.)
Max. Deflection of Patient Pallet	<12.7mm (<0.5 in.)

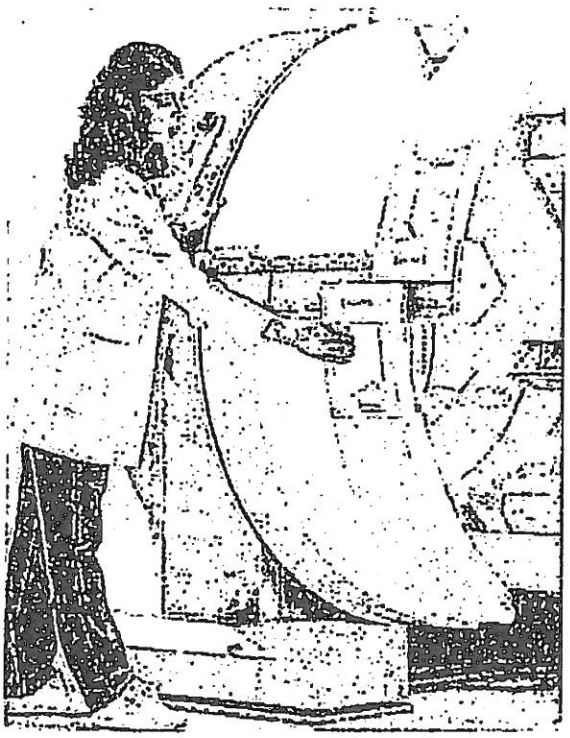
Pediatric Pallet

Designed for use with the e.cam Patient Handling System to image infants in planar or SPECT mode, the pediatric pallet allows patients to be positioned supine, feet first, or head first (for brain scans) and features various restraints to immobilize the knees, elbows and shoulders of young patients during acquisition.

Width	25.4 cm (10 in.)
Length	129.9 cm (51.1 in.)
Weight	6.4 kg (14.16 lb.)
Height	17.1 cm (6.8 in.)
Pallet Material	Carbon Fiber/Laminated Wood
Pallet Thickness	6.35 mm (0.25 in.)
Narrow Portion	3.05 mm (0.12 in.)
Pallet Width SPECT	25.4 cm (10 in.)
Narrow Portion	190.5 mm (7.5 in.)
Attenuation @ 140 keV	<10%
Max. Patient Weight	27 kg (60 lb.)
Max. Deflection of Patient Pallet	<6.35 mm (<0.25 in.)
Horizontal Motion Range	114.3 cm (45 in.)



Profile Attenuation Correction



Clinical Benefits

- Easy to use
- Increased clinical accuracy
- Improved image quality
- Improved diagnostic confidence
- Minimum quality control requirements
- Simultaneous emission and transmission scans

Profile Attenuation Correction

The e.cam Profile attenuation correction system offers improved cardiac SPECT imaging accuracy over an extended range of patient sizes. A unique, multiple-line source array produces a profiled transmission source shape. By varying the activity levels in each of the individual lines, the transmission flux is directed at the center of the patient where it is needed most. The overall activity level of the transmission source is substantially reduced while significantly extending the range of measurable patient sizes up to 180 kg (400 lb.).

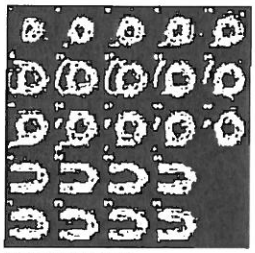
To increase throughput, the e.cam system supports simultaneous emission and transmission scatter-corrected SPECT acquisitions using six energy windows for gated and nongated studies. Furthermore, it provides quantitative software that compares the results with a normals database.

When the Profile option is in use, a visual indicator is employed in the field of view on the PPM. The transmission sources can be conveniently retracted against the gantry when the Profile option is not in use.

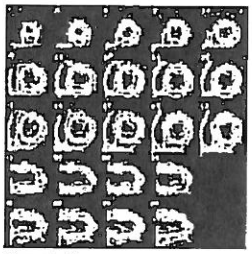
Cardiac Quantitative Software that Supports Attenuation Correction

- 4D-MSPECT (University of Michigan Medical Center)

Profile Specifications	
Transmission Source Configuration	Multiple Line Array (MLA)
Number of Arrays per System	2
Number of Line Sources per Array	14 (7 pairs)
Transmission Isotope	^{153}Gd
Transmission Energy	100 keV
Transmission Activity (Total)	7.1 GBq (192 mCi) per system
Replenishment Interval	6 months
Replenishment Activity	4 line sources of 740 MBq (20 mCi)
Effective Source Life	3.5 years
Shutter Mechanism (Automatic)	Electric (fail-safe)
Cardiac FOV	53.3 cm x 19.7 cm (W x D) (21 in. x 7.75 in.) (W x D)
Acquisition Matrix	128 x 128 (no zoom)
Sampling Size	4.80 mm/pixel
Acquisition Type	90° SPECT and Gated SPECT
Acquisition Mode	NCO with prescan
Reconstruction Method	Iterative-W Reconstruction
Reconstructed Voxel Size	4.80 mm3 or 6.20 mm3
Resolution Recovery	Yes (collimator deblurring)
Supported Emission Isotopes	201Tl and 99mTc
Supported Collimators	LEHR
Transmission Scatter Correction	Yes, 3-window method
Emission Scatter Correction	No
Supported Patient Weight	up to 180 kg (400 lb.)
QC Interval	1 month (SPECT blank scan)
99mTc Protocol	Simultaneous Emission/ Transmission
^{201}Tl Protocol	Pseudo-Sequential (single rotation)



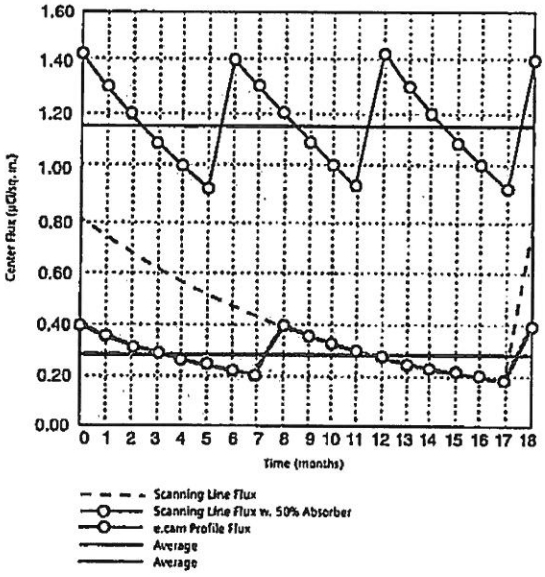
Uncorrected image



Corrected image

Transmission Flux through Patient Center

Profile compared to scanning line source technique



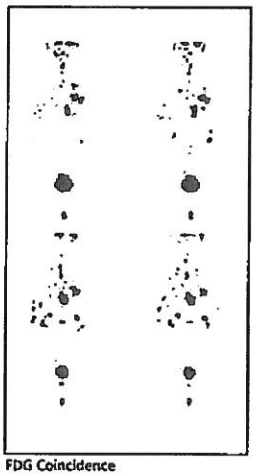
Notes:

- Scanning line flux curves are based on a moving line design with 9.25 GBq (250 mCi) activity using a 50% absorber to reduce the blank scan count rate and extend overall source life to 18 months.
- Profile numbers are based on a multiple line array with seven line pairs and a total of 3.7 GBq (100 mCi) activity.
- Even though the Profile system uses significantly less activity, the flux through the center of the patient (where it matters most) is consistently over four times higher on average.

Coincidence Option

In addition to taking full advantage of the existing advanced features of Siemens HD digital detectors, the e.cam incorporates sophisticated PET-based detector technologies for achieving exceptionally high system performance.

The e.cam+ coincidence option specifically addresses the needs of healthcare institutions seeking to expand the clinical capabilities of their e.cam systems to include FDG imaging capability. This upgrade is easy to use and provides a fully integrated, low cost approach to performing certain studies previously available only on dedicated Positron Emission Tomography (PET) systems. e.cam+ includes two ultrahigh efficiency HD detectors equipped with 5/8-inch (15.9 mm) NaI crystals, special high count rate electronics, and axial shields to reduce scatter and random coincidence events for improved image contrast. The coincidence software includes a fully integrated, easy to use, graphical user interface to provide complete e.cam+ coincidence acquisition and processing functionality.



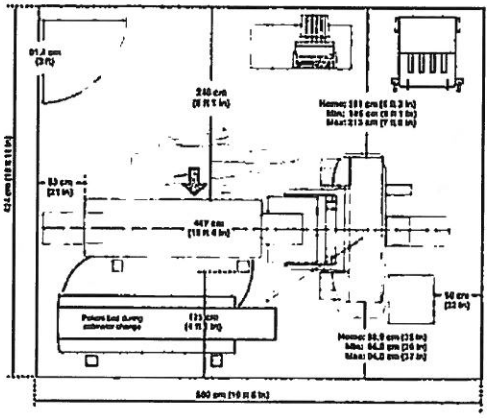
FDG Coincidence

e.cam
Advanced features include:

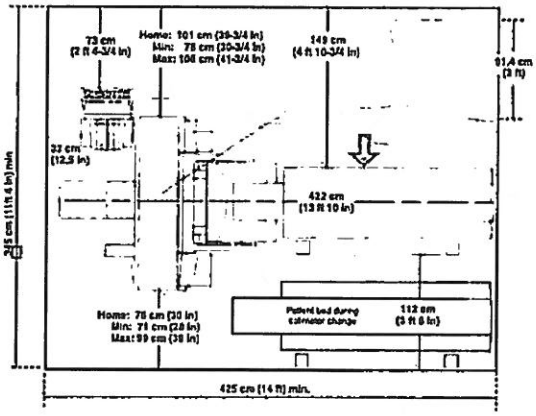
- PET-based HD detector technologies for superior image contrast and lesion detectability.
- High-count-rate coincidence electronics
- Contrast-enhancing axial shields and on-the-fly Compton pair rejection
- Early event pulse shape discrimination for improved image contrast and better signal-to-noise ratio.
- Continuously variable pulse integration times for optimal energy and spatial resolution.
- Pile-up correction on each individual PMT for improved energy and spatial resolution at high count rates.
- Random events correction for improved image contrast.
- Fully automated peak shift tracking at high count rates for improved signal-to-noise ratio.

Room Layout Examples

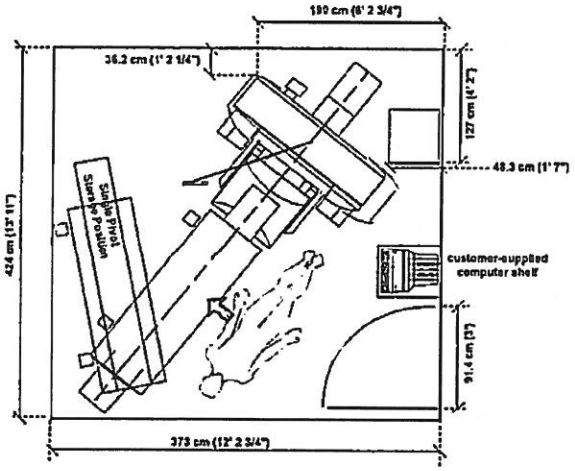
System with left side patient access shown in large room.



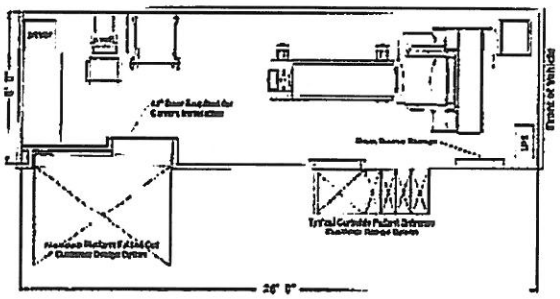
System with right side patient access shown in small room.



Diagonal configuration



Typical Mobile Installation



Configurations

e.media
e.media is an exciting optional patient information and education system that can make an impact in the area of patient comfort, reducing patient movement and associated motion artifacts. e.media can also be used for hospital promotions, patient education, and staff training presentations.

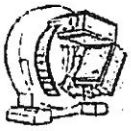
Flash 3D
Flash 3D is Siemens innovative iterative reconstruction algorithm that allows optimization of acquisition time and image time.

Profile Attenuation Correction Option
Profile Attenuation Correction features a unique multiple ^{153}Gd line source array that significantly enhances the sensitivity and specificity of myocardial perfusion SPECT by correcting for the nonuniform attenuation from organs surrounding the heart.

e.cam* Coincidence Option
Incorporates many of the technologies developed for dedicated PET. The system features Siemens proprietary HD PET-based detectors, high count rate electronics, axial shields, and coincidence software resulting in superior image contrast and lesion detectability.

Mobile e.cam
The mobile environment package allows installation of a fully-functional e.cam system in a wide variety of trucks and coaches. The technologist-friendly restraints secure the system for travel in minutes.

	Features and Options	e.cam Standard
	Number of Detectors	1
DETECTORS	Detector Orientation	N/A
	3/8" Crystal	Choice
	5/8" Crystal	Choice
	Automatic Body Contouring	Optional
	Caudal/Cephalic Tilt	Optional
	Detector Touchpad Sensors	Standard
GANTRY	HD High-Performance Detector	Standard
	Pass-through Open Gantry Design	Standard
	Patient Positioning Monitor (PPM)	Standard
	e.media Patient Comfort and Education Package	Optional
	Integrated Source Holder	Standard
	Left or Right Side Patient Imaging Bed	Choice
	Ultrathin Pallet with Integrated Arm Support	Standard
	Planar (Static) Acquisition	Standard
	Dynamic Acquisition	Standard
	Whole Body Acquisition	Optional
	Cardiac SPECT Acquisition (76° and 90°)	N/A
	General SPECT Acquisition	Standard
	Whole Body SPECT (Tomo) Acquisition	Optional
	Gated Acquisition	Standard
	Gated SPECT Acquisition	Standard
	Dynamic SPECT (Tomo) Acquisition	Standard
BED	Mammography Pallet	Optional
	Pediatric Pallet	Optional
	Cardiac Arm/Head Rest	Standard
	Brain SPECT Head Support	Standard
	ECG Gate/Strip Chart	Optional
WORKSTATION	*syngo* MI Workplace	Standard
	Turbo	Optional
	A (Acquisition)	Standard
	V (Viewing)	Optional
	P (Processing)	Optional
	AP (Acquisition & Processing)	Optional
	Multimodality Viewing Software	Standard
	User-Defined Workflows	Standard
	Multilingual Interface	Optional
	Flexible Display	Standard
	Cardiac Quantification Software	Optional
	Flash 3D Iterative Reconstruction (Cardiac SPECT)	Optional
	Flash 3D Iterative Reconstruction (General SPECT)	Optional
	3D Display	Optional
	Image Fusion	Optional
	CT Attenuation Correction	Optional
	DICOM Worklist	Standard
	DICOM Print	Standard
	Remote Access	Optional
COLLIMATORS one collimator set must be selected	Low Energy High Sensitivity Collimator	Optional
	Low Energy All-Purpose Collimator	Optional
	Low Energy High Resolution Collimator	Optional
	Low Energy Ultrahigh Resolution	Optional
	Medium Energy Collimator	Optional
	High Energy Collimator	Optional
	Extra High Energy Collimator	Optional
	Fanbeam Collimator	Optional
	Pinhole Collimator	Optional
	Additional Collimator Cart	Optional
OPTIONS	Coincidence Acquisition (5/8" or 1.0" crystal)	N/A
	Profile Nonuniform Attenuation Correction	N/A
	CD Writer	Optional
	Mobile Installation	Optional
	Upgrade to e.cam Variable Angle	N/A
	Single to Dual Detector Upgrade	Optional

			
e.cam Single	e.cam Fixed 180°	e.cam Multiangle Cardiac	e.cam Variable-Angle
1	2	2	2
N/A	180°	76° and 90°	76°,90°,180°
Choice	Choice	Choice	Choice
Choice	Choice	Choice	Choice
Standard	Standard	Standard	Standard
Standard	Standard	N/A	Standard
Standard	Standard	Standard	Standard
Standard	Standard	Standard	Standard
Standard	Standard	Standard	Standard
Standard	Standard	Standard	Standard
Optional	Optional	Optional	Optional
Standard	Standard	Standard	Standard
Choice	Choice	Choice	Choice
Standard	Standard	Standard	Standard
Standard	Standard	Standard	Standard
Standard	Standard	Standard	Standard
Standard	Standard	Standard	Standard
N/A	N/A	Standard	Standard
Standard	Standard	N/A	Standard
Standard	Standard	N/A	Standard
Standard	Standard	Standard	Standard
Standard	Standard	Standard	Standard
Standard	Standard	Standard	Standard
Optional	Optional	N/A	Optional
Optional	Optional	Optional	Optional
Standard	Standard	Standard	Standard
Standard	Standard	Standard	Standard
Optional	Optional	Optional	Optional
Standard	Standard	Standard	Standard
Optional	Optional	Optional	Optional
Optional	Optional	Optional	Optional
Optional	Optional	Optional	Optional
Optional	Optional	Optional	Optional
Standard	Standard	Standard	Standard
Standard	Standard	Standard	Standard
Optional	Optional	Optional	Optional
Standard	Standard	Standard	Standard
Optional	Optional	Optional	Optional
Optional	Optional	Optional	Optional
Optional	Optional	Optional	Optional
Optional	Optional	Optional	Optional
Optional	Optional	Optional	Optional
Optional	Optional	N/A	Optional
Standard	Standard	Standard	Standard
Standard	Standard	Standard	Standard
Optional	Optional	Optional	Optional
Optional	Optional	Optional	Optional
Optional	Optional	Optional	Optional
Optional	Optional	Optional	Optional
Optional	Optional	Optional	Optional
Optional	Optional	Optional	Optional
Optional	Optional	Optional	Optional
Optional	Optional	Optional	Optional
Optional	Optional	N/A	Optional
Optional	Optional	Optional	Optional
N/A	Optional	N/A	Optional
N/A	N/A	Optional	Optional
Optional	Optional	Optional	Optional
Optional	Optional	Optional	Optional
N/A	Optional	Optional	N/A
Optional	N/A	N/A	N/A

ISO 13485 certified, meeting internationally recognized quality standards for good manufacturing practices.

AUTOFORM is a registered trademark of Siemens Medical Solutions USA, Inc.

BiCORE is a trademark of Siemens Medical Solutions USA, Inc.

e.cam is a registered trademark of Siemens Medical Solutions USA, Inc.

syngo is a registered trademark of Siemens AG, Medical Solutions.

Siemens reserves the right to modify the design and specifications contained herein without prior notice. Product performance depends on the choice of system configuration.

Please contact your local Siemens sales representative for the most current information or contact one of the addresses listed below.

Note: Original images always lose a certain amount of detail when reproduced.

Siemens Medical Solutions USA, Inc.
Molecular Imaging
2501 N. Barrington Road
Hoffman Estates, IL 60195-5203 USA

Headquarters
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway
Malvern, PA 19355-1406 USA
Telephone: +1-888-826-9702
www.usa.siemens.com/medical

Contact Addresses
Siemens Medical Solutions USA, Inc.
Molecular Imaging
2501 N. Barrington Road
Hoffman Estates, IL 60195-5203 USA
Telephone: +1-888-826-9702
www.siemens.com/medical

Siemens Medical Solutions USA, Inc.
Molecular Imaging
810 Innovation Drive
Knoxville, TN 37932-2751 USA
Telephone: +1-888-826-9702

Siemens Medical
Solutions that help

©2006, Siemens AG
Order No. A91MI-10055-5C-7600
Printed in USA
PA 0206/3

Appendix D

Floor Plan and Documentation of Financial and Administrative Control of the Site

VIDANT HEALTH

January 8, 2020

Ms. Martha J. Frisone, Chief
Healthcare Planning and Certificate of Need
Division of Health Service Regulation
NC Department of Health and Human Services
2704 Mail Service Center
Raleigh, NC 27699-2704

RE: VMG Multispecialty Center – Kinston's Nuclear Camera Replacement Project

Dear Ms. Frisone:

Please accept this letter as documentation that I, Daniel Drake, President of Vidant Medical Group (VMG), do hereby certify, as it relates to the proposed project, that:

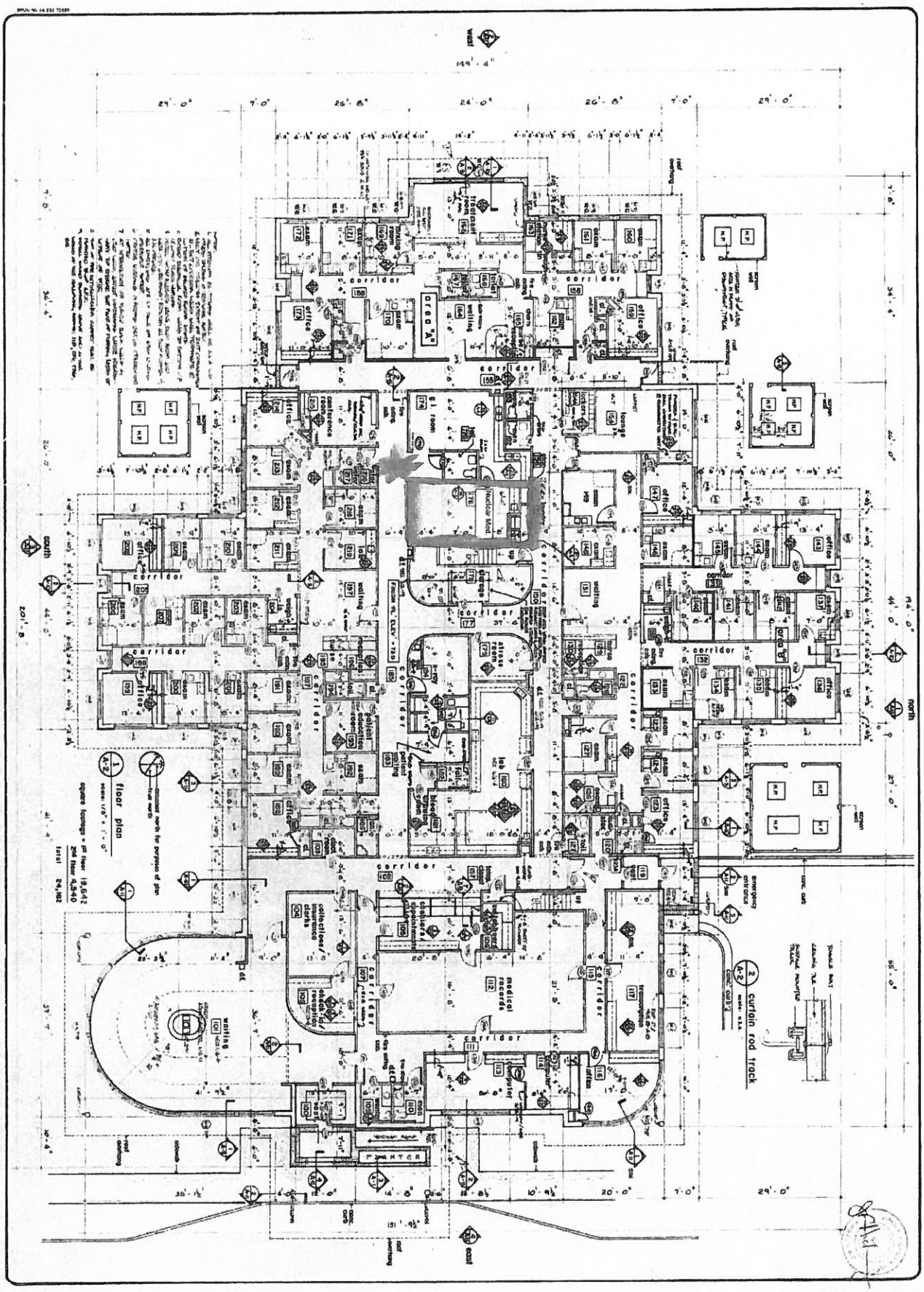
1. Financial control of the entire licensed health service facility is exercised at the site of the proposed equipment replacement project, and

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

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

Sincerely,

Daniel Drake, PhD, RN
President
Vidant Medical Group
Ambulatory Services



sheet no. A-2 of 15 total 27	architects hickman & loving, p.a. kinston north carolina	NEW OFFICES FOR KINSTON MEDICAL SPECIALISTS, P.A. KINSTON, NORTH CAROLINA subject: MASTER FLOOR PLAN

proj no. 8826	revisions:		date:
drawn by DBH	GENERAL REVISIONS		12-8-89
ope'd by J.F.H.	GENERAL REVISIONS		12-19-89
date 11-10-89	REVISED		4-23-90
	REVISED		6-19-90

Appendix E

Capital Cost Sheet

Projected Capital Cost Form

Building Purchase Price	$0
Purchase Price of Land	$0
Closing Costs	$0
Site Preparation	$0
Construction/Renovation Contract(s)	$34,800
Landscaping	$0
Architect / Engineering Fees	$5,200
Medical Equipment	$250,000
Non-Medical Equipment	$0
Furniture	$0
Consultant Fees (specify)	$0
Financing Costs	$0
Interest during Construction	$0
Other (specify)	$0
Total Capital Cost	**$290,000**

CERTIFICATION BY A LICENSED ARCHITECT OR ENGINEER

I certify that, to the best of my knowledge, the projected capital cost for the proposed project is complete and correct.

Signature of Licensed Architect or Engineer

Date Signed: 1.15.2020

CERTIFICATION BY AN OFFICER OR AGENT FOR THE PROPONENT

I certify that, to the best of my knowledge, the projected total capital cost for the proposed project is complete and correct and that it is our intent to carry out the proposed project as described.

Signature of Officer/Agent

Date Signed: 1-7-20

President - Vidant Medical Group

Title of Officer/Agent

Date of Last Revision: 5.17.19

Appendix F

Existing Equipment Removal Letter

GE Healthcare

Vidant Kinston Team,

This letter is to confirm the existing Siemens E-Cam Nuclear Camera will be removed by GE Healthcare and will be permanently removed from North Carolina, will no longer be exempt from requirements of the North Carolina Certificate of Need law, and will not be used in North Carolina without first obtaining a new certificate of need.

N Bengel 1-7-20

Signature Date

Nick Bengel

Print Name

Imaging Account Manager

Title