



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

MARK PAYNE • Director, Division of Health Service Regulation

December 2, 2019

Denise M. Gunter  
[Denise.gunter@nelsonmullins.com](mailto:Denise.gunter@nelsonmullins.com)

**Exempt from Review – Replacement Equipment**

**Record #:** 3144  
**Facility Name:** AdventHealth Hendersonville  
**FID #:** 943388  
**Business Name:** Fletcher Hospital, Inc.  
**Business #:** 745  
**Project Description:** Replace and relocate CT scanner  
**County:** Henderson

Dear Ms. Gunter:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of 11/21/2019 the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the GE Revolution APEX CT to replace the GE BrightSpeed CT. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

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

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

Sincerely,

Ena Lightbourne  
Project Analyst

Martha J. Frisone  
Chief

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

**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION  
HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION**

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603  
MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704  
<https://info.ncdhhs.gov/dhsr/> • TEL: 919-855-3873

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER



Denise M. Gunter  
T 336.774.3322 F 336.774.3372  
denise.gunter@nelsonmullins.com

NELSON MULLINS RILEY & SCARBOROUGH LLP  
ATTORNEYS AND COUNSELORS AT LAW

380 Knollwood Street | Suite 530  
Winston-Salem, NC 27103  
T 336.774.3300 F 336.774.3299  
nelsonmullins.com



November 21, 2019

**VIA EMAIL**

Martha J. Frisone, Chief  
Healthcare Planning and Certificate of Need Section  
North Carolina Department of Health and Human Services  
Division of Health Service Regulation  
809 Ruggles Drive  
Raleigh, North Carolina 27603

Facility Name: AdventHealth Hendersonville  
FID#: 943388  
Business Name: Fletcher Hospital, Inc.  
Business #: 745  
Project Description: Replace and relocate CT scanner  
County: Henderson

Dear Ms. Frisone:

Pursuant to N.C. Gen. Stat. § 131E-184(a)(7), AdventHealth Hendersonville ("AHH") is providing prior written notice of its intention to replace and relocate a CT scanner. The existing CT scanner (the "Existing Scanner") is a GE Brightspeed purchased in 2007. The Existing Scanner is currently in use at the Radiology Department at Laurel Park, a hospital outpatient department of AHH located at 1881 Pisgah Drive, Hendersonville, NC 28791. The Existing Scanner was purchased in 2007. It is at the end of its useful life and needs to be replaced. AHH has decided to replace the Existing Scanner with a new GE Revolution Apex CT scanner (the "Replacement Scanner"). The Replacement Scanner will be located in the Radiology Department of AHH, 100 Hospital Drive, Hendersonville, NC, 28792. The total cost of the Replacement Scanner, inclusive of the equipment and all activities essential to acquiring the Replacement Scanner and making it operational is \$1,974,739.50. The Projected Capital Cost Form and the Equipment Comparison Form are attached to this letter as **Exhibits A and B**, respectively. **Exhibit C** is a letter from a North Carolina registered architect certifying that the costs are complete and correct. **Exhibit D** is the equipment quote from GE for the Replacement Scanner.

N.C. Gen. Stat. § 131E-184(a)(7) exempts the acquisition of replacement equipment. Replacement equipment is defined as:

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

N.C. Gen. Stat. § 131E-176(22a). As shown in **Exhibit A**, the total cost of the project is \$1,974,739.50, and therefore below the \$2 million limitation in N.C. Gen. Stat. § 131E-176(22a). The disposal plan is for GE to uninstall/remove the unit from Laurel Park on a zero dollar trade due to the age the unit.

10A NCAC 14C.0303(c) states that “comparable medical equipment means equipment which is functionally similar and which is used for the same diagnostic or treatment purposes.” Subsection (d) of 10A NCAC 14C.0303 further states:

Replacement equipment is comparable to the equipment being replaced if:

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

10A NCAC 14C.0303(d)(1)-(3).

Martha J. Frisone  
November 21, 2019  
Page 3

Each of the conditions in Subsection (d) is satisfied. See **Exhibit B**. Further, none of the exclusions contained in Subsection (e) of 10A NCAC 14C.0303 applies here.

Accordingly, AHH respectfully requests written confirmation from the Agency that the proposed acquisition of the Replacement Scanner does not require a CON.

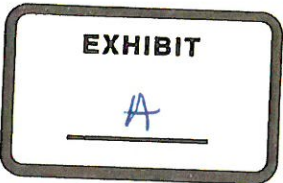
Thank you for your time and attention. Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise M. Gunter". The signature is fluid and cursive, with a long horizontal stroke at the end.

Denise M. Gunter

Enclosures



**Projected Capital Cost Form**

Building Purchase Price	N/A
Purchase Price of Land	N/A
Closing Costs	N/A
Site Preparation	N/A
Construction/Renovation Contract(s)	\$259,376
Landscaping	N/A
Architect / Engineering Fees	\$22,000
Medical Equipment	\$1,689,537
Non-Medical Equipment	N/A
Furniture	\$0
Consultant Fees (specify)	\$2,300
Financing Costs	\$0
Interest during Construction	\$1,526.46
Other (specify)	N/A
<b>Total Capital Cost</b>	<b>\$1,974,739.50</b>

**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.

*Frank Beem*  
Signature of Licensed Architect or Engineer

Date Signed: 11/15/19

**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.

Scott Miller  
Signature of Officer/Agent

Date Signed: 11/18/19

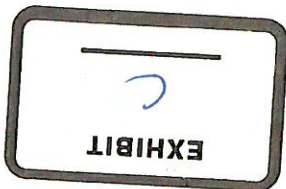
VP of Operations / COO  
Title of Officer/Agent

## EQUIPMENT COMPARISON

Type	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
(e.g., Cardiac Catheterization, Gamma Knife®, Heart-lung bypass machine, Linear Accelerator, Lithotripter, MRI, PET, Simulator, CT Scanner, Other Major Medical Equipment)	CT Scanner	CT Scanner
Manufacturer	GE	GE
Model number	GE BrightSpeed CT	Not manufactured yet -- Revolution APEX
Other method of identifying the equipment (e.g., Room #, Serial Number, VIN #)	System ID 828693CT	Model -- GE Revolution APEX CT
Is the equipment mobile or fixed?	Fixed	Fixed
Date of acquisition	ordered ~Jan 2007 installed ~4/30/2007	1Q2020 (proposed)
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	Attached
Total cost of the equipment	~\$546,228.49	~\$1,689,537
Location of the equipment <Attach a separate sheet for mobile equipment if necessary>	Radiology Dept. -- Laurel Park	Radiology Dept. -- main campus
Document that the existing equipment is currently in use	Yes	NA
Will the replacement equipment result in any increase in the average charge per procedure?	NA	No
If so, provide the increase as a percent of the current average charge per procedure	NA	NA
Will the replacement equipment result in any increase in the average operating expense per procedure?	NA	No
If so, provide the increase as a percent of the current average operating expense per procedure	NA	NA
Type of procedures performed on the existing equipment <Attach a separate sheet if necessary>	CT scans	NA
Type of procedures the replacement equipment will perform <Attach a separate sheet if necessary>	NA	CT scans and CT guided biopsies

Date of last revision: 5/17/19

**EWING  
COLE**



November 15, 2019

Mr. Donald Bayse  
Advent Health - Hendersonville

**Advent Health Hendersonville CT Center Cost Certification**

This is to certify that I have reviewed the Construction Costs for development of a CT room within an existing hospital building in Hendersonville, NC. Construction costs to upfit the new CT space are estimated to be \$ 259,376, Equipment costs of \$ 1,689,537, and soft costs of \$ 25,826 for a total project cost of \$ 1,974,739. Based on our review and comparison of this project with similar projects, we believe the costs indicated are a reasonable estimate of the costs to be expected on a project of the scope defined. This letter will certify that the projected costs are complete and correct to the best of my knowledge.

Should you have any questions, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read "Richard T. Beale".

Richard T. Beale, ACHA  
PRINCIPAL



D:\AdventHealth\ED\ct\19115 Cost letter.docx



October 18, 2019  
 Quote Number: **2004945969.13**  
 Customer ID: **1-25JJ18**  
 Agreement Expiration Date: **1/16/2020**

**To Accept This Quotation**

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

**Name: Anthony Morris**

**Email: kevin.morris@ge.com**

**Phone: 803-608-2460**

**Fax:**

**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**

**AdventHealth Hendersonville**

**Addresses:**

**Bill To:** ADVENTHEALTH HENDERSONVILLE      ACCOUNTS PAYABLE, 50 HOSPITAL DR, HENDERSONVILLE, NC, 28792-5261

**Ship To:** ADVENTHEALTH HENDERSONVILLE      50 HOSPITAL DR, HENDERSONVILLE, NC, 28792-5248

**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:

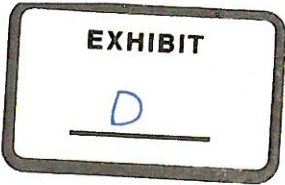
(i) Per the terms of Quotation # \_\_\_\_\_, (ii) Per the terms of GPO # \_\_\_\_\_; (iii) Per the terms of MPA# \_\_\_\_\_; or (iv) Per the terms of SAA # \_\_\_\_\_.

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)."





October 18, 2019  
 Quote Number: 2004945969.13  
 Customer ID: 1-25JJ18  
 Agreement Expiration Date: 1/16/2020



AdventHealth Hendersonville  
 100 Hospital Dr  
 Hendersonville, NC 28792-5272

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

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

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

Governing Agreement:	Premier
Terms of Delivery	FOB Destination
Billing Terms	80% delivery or Shipment / 20% Acceptance or Installation
Payment Terms	NET 30
Total Quote Net Selling Price	\$1,689,537.08
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.

AdventHealth Hendersonville

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

Signature: Anthony Morris

Title: Imaging Account Manager

Date: October 18, 2019



October 18, 2019  
 Quote Number: 2004945969.13  
 Customer ID: 1-25JJI8  
 Agreement Expiration Date: 1/16/2020

Line	Qty.	Catalog	
1	1.00	Y0000LC	Pricing Non-Disclosure Language <u>Extended List Price</u> \$0.00

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	S7919AF	Revolution Apex EL <u>Extended List Price</u> \$4,207,750.00

Revolution Apex is the GE Healthcare next-generation, ultra-premium Computed Tomography scanner to provide the new way to your best image. Revolution Apex has achieved a breakthrough in image quality to have outstanding image definition, natural image appearance and low dose, all at the same time. You will have the image quality that you need to deliver a powerful first impression every time.

Revolution Apex delivers an uncompromised set of clinical solutions for your most challenging patients to ensure you achieve your best images for all patients:

- 1-beat Cardiac at any heart rate, even in Atrial Fibrillation
- High resolution coronary imaging, even for patients with heavily calcified coronaries
- Low kV TAVI planning, even for patients with impaired renal function
- Dynamic whole-heart myocardial perfusion, without the need to shuttle the table
- Low kV imaging, even for adults and obese patients
- Uncompromised image quality for excessively obese patients
- Low-dose chest CT within one second for patients who cannot hold their breath
- Acute ischemia stroke CT workup in less than 5 minutes
- Pediatric imaging, with minimal need for sedation

With the power of a new image chain, Revolution Apex has elevated what you can expect from industry leading spatial resolution, temporal resolution, coverage and spectral imaging:

- Maximum 1,300 mA X-ray output
- 160 mm z-coverage in a single axial exposure
- 1-beat Cardiac with 29 ms effective temporal resolution
- TrueFidelity CT Images generated by deep learning for stellar image quality on every exam
- 50 cm FOV
- Ultra-fast kV switching and spectral imaging ready
- 80 cm bore size

Revolution Apex has been designed with future upgradability as a key goal to ensure longevity of the state of the art technology to help you continually provide best in class care to your patients.

The Revolution Apex EL configuration additionally includes the following:

- Smart MAR - single energy metal artifact reduction solution
- Smart Phase – which can be utilized following a cardiac scan to determine the optimal phase location for coronary imaging within the acquired range

Integrated cardiac module

Line	Qty.	Catalog	
3	1.00	B7919JL	NG2000V patient table <u>Extended List Price</u> \$0.00

The NG2000V standard patient table has been exclusively designed for GEHC Ultra-premium CT systems.

The patient table features:



October 18, 2019  
 Quote Number: 2004945969.13  
 Customer ID: 1-25JJ18  
 Agreement Expiration Date: 1/16/2020

Maximal metal free horizontal scannable range: 2000 mm  
 Maximal table load: 227 kg / 500 lbs  
 Maximal horizontal travel speed: 300 mm/s (standard) (437.5 mm/s optional with HyperDrive)  
 Horizontal positioning accuracy +/- 0.25 mm from any direction  
 Motor-driven table height adjustment from min. 550 mm to max. 1030 mm  
 Maximal vertical travel speed: 40 mm/s  
 10x more stiffness design to meet AAPM TG66 guideline specification.  
 Integrated ECG module with waveform and configuration through the gantry display  
 Workflow hub area with a see-through tray to give you the most flexibility in placing scanning related supplies, etc. without limiting visibility to the Integrated ECG inputs.  
 IV Pole integrated at the foot-end of the table helps to prevent IV lines from becoming crossed and tangled and helps keep lines in place during patient table travel.  
 The X-strong foot switch cover, capable of supporting 612 kg / 1350 lbs load, has been specially designed to support physicians or technologies to stand atop of it to implement diagnostic and/or treatment procedures to patients.

Line	Qty.	Catalog	
4	1.00	B7919AE	Standard cable set for GEHC ultra-premium CT systems <u>Extended List Price</u> \$0.00

Line	Qty.	Catalog	
5	1.00	B7918EN	English keyboard <u>Extended List Price</u> \$0.00

Line	Qty.	Catalog	
6	1.00	B7919FF	Neuro MultiPhase CTA Protocols <u>Extended List Price</u> \$7,500.00

- Neuro Multiphase CTA protocols is the group of CT acquisition protocols for multiphase CT angiography, an imaging tool that provides three time-resolved images of pial arterial filling in the whole brain, that can be used to predict clinical outcomes in patients with acute ischemic stroke.
- Neuro Multiphase CTA Protocols is the purchasable option of Revolution CT 2016 summer release.

Line	Qty.	Catalog	
7	1.00	B7919FX	HyperDrive on GE ultra-premium CT systems <u>Extended List Price</u> \$10,000.00

HyperDrive is an unmatched high pitch scan mode on GE ultra-premium CT systems that combined wide coverage acquisition with high pitch helical techniques to achieve speeds up to 437 mm/s with uncompromised 50 cm field of view and image quality. This additional scan mode is especially beneficial in trauma or pediatrics environments.

Line	Qty.	Catalog	
8	1.00	B75062BE	Enhanced Xstream Integrated Injector Interface Kit - Class IV <u>Extended List Price</u> \$20,000.00

Line	Qty.	Catalog	
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October 18, 2019  
 Quote Number: 2004945969.13  
 Customer ID: 1-25JJI8  
 Agreement Expiration Date: 1/16/2020

9      1.00      B7919GH      **Rear Gantry Display**  
Extended List Price  
 \$5,000.00

Optional Revolution CT rear gantry display showing patient information, patient comforting videos, and current scan parameters such as kV, mA, scan time, table position, heart rate and ECG trace (from integrated ECG module)

Line	Qty.	Catalog	
10	1.00	B7919KN	<b>Upgrade kit for Integrated IVY Cardiac Monitor</b> <u>Extended List Price</u> \$0.00

This upgrade kit includes wrist strap and supporting cables. The kit has been designed to improve the performance of Integrated IVY Cardiac Monitor (for Revolution CT).

Line	Qty.	Catalog	
11	1.00	B75002CD	<b>CT Operator Console Desk</b> <u>Extended List Price</u> \$1,000.00

The CT workspace is an ergonomic working environment specifically designed for use with the GE Healthcare imaging systems. The sleek table design enables the efficient use of space while enhancing clinical workflow and technologist comfort.

The workspace provides a minimalist footprint to improve patient visibility and giving the user easier access to patients in the imaging suite.

It can also help reduce noise and heat with remote location options of the console. It is 51.2" long x 35.25" wide x 33.5" in height and weighs 122.8 lbs. 1300mm long x 895mm wide x 850mm in height and weighs 55.8kg

Line	Qty.	Catalog	
12	1.00	B7660B	<b>Chair</b> <u>Extended List Price</u> \$300.00

Chair for CT scanner

Line	Qty.	Catalog	
13	1.00	B77292CA	<b>CT Service Cabinet</b> <u>Extended List Price</u> \$1,293.00

Service cabinet for system accessories storage

Line	Qty.	Catalog	
14	1.00	B7864PZ	<b>Uninterruptible Power Supply for CT systems</b> <u>Extended List Price</u> \$23,500.00

Un-interruptible power supply provides power to CT console allowing the user to power down system in the event of source power loss; thus preventing the loss of scan data previously acquired before source power loss.

This UPS also:

- Provides continuous protection to all of the system's major electronics subsystems
- Protects the tube from power outages because it continues to provide power for tube cooling.
- Minimizes system restart time by continuing to power the thermal control of the DAS and detector.
- Provides enhanced ease of patient removal from the system by keeping the table powered.

This is compatible with the RevolutionHD, Revolution CT, Discovery CT 750HD and LightSpeed VCT systems.



October 18, 2019  
 Quote Number: 2004945969.13  
 Customer ID: 1-25JJ18  
 Agreement Expiration Date: 1/16/2020

Line	Qty.	Catalog	
15	1.00	B7900LC	Low Dose CT Lung Screening Option with Indication For Use

Extended List Price  
 \$0.00

This option provides lung screening reference protocols that are tailored to the CT system, patient size (small, average large), and the most current recommendations from a wide range of professional medical and governmental organizations. Now, qualified GE Healthcare CT scanners with this option are formally indicated for, and can be confidently used by physicians for low dose CT lung cancer screening of identified high-risk patient populations. These protocols deliver low dose, short scan times, and clear and sharp images for the detection of small lung nodules. Early detection from an annual lung screening with low dose CT in high-risk individuals can prevent a substantial number of lung cancer-related deaths.

All new GE 64-slice and greater CT scanners, and virtually all of the 16-slice CT scanners that GE Healthcare sells are qualified for this screening option. This solution is also available to thousands of qualified GE CT scanners currently in use, increasing access to the quality scanners that satisfy both patient and physician needs. The new protocols, do include the choice for the user to be able to utilize GE Healthcare's industry-leading technologies such as ASiRTM, ASiR-VTM and VeoTM that are designed to reduce image noise, which is undesirable for physicians looking for small nodules.

This option contains two documents. Lung Cancer Screening Option Reference Protocol Guide, and the Lung Cancer Screening Option User Manual / Technical Reference Manual

i) The following GE Healthcare CT scanners are qualified to receive the new low dose CT Lung Cancer Screening Option: LightSpeed 16, BrightSpeed Elite, LightSpeed Pro16, Optima CT540, Discovery CT590 RT, Optima CT580, Optima CT580 W, Optima CT590 RT, LightSpeed Xtra, LightSpeed RT16, LightSpeed VCT, LightSpeed VCT XT, LightSpeed VCT XTe, LightSpeed VCT Select, Optima CT660, Revolution EVO, Discovery CT750 HD, Revolution HD, Revolution CT, Revolution Frontier.

ii) Moyer V. Screening for Lung Cancer: U.S. Preventive Services Task Force Recommendation Statement. Ann Intern Med. 2014;160:330-338.

<http://www.uspreventiveservicestaskforce.org/Page/Document/RecommendationStatementFinal/lung-cancer-screening>

Line	Qty.	Catalog	
16	1.00	R21013AC	Standard Service License

Extended List Price  
 \$0.00

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	
17	1.00	E8007WG	CTM-400 Cardiac Trigger Module

Extended List Price  
 \$28,950.00

CTM-400 Cardiac Trigger Module with enhanced Tall-T Wave Rejection is a sophisticated Computer Tomography (CT) gating module that synchronizes a patient's ECG and Respiration signals to remove motion artifacts when generating cardiac images. Completely integrated with GE Healthcare CT scanners and installed directly into the gantry table with bridge and tray assembly included. It communicates with the CT system via a standard serial communications link and requires less than 5 watts from a +8 to +24V medical grade power supply. Three simultaneous ECG vectors, a respiration waveform, an ECG trigger and a respiration trigger are sent to the CT system. Includes AHA Color lead wires and patient cables.

Line	Qty.	Catalog	
18	1.00	E8016DA	Table Slicker for CT Revolution systems - NG, 2000 and 1700 Tables

Extended List Price  
 \$450.00

The GEHC Revolution CT and Revolution Apex table slicker is specifically designed to maximize contaminant protection.

Manufactured to be used in conjunction with the table restraining belts, this slicker adds versatility to your CT procedures. Latex free, it is strongly suggested that the slicker is cleaned with a water/bleach solution prior to every procedure.

**Features:**

- Table gray cushion sealed in vinyl slicker Dimension 2403 x 788
- Table extender gray cushion sealed in vinyl slicker Dimension 406 x 788
- Cover for catheter bag hanger
- Increase system uptime by protecting table from spills and particulate contaminants
- Easy to install and comfortable for patients
- Will not interfere with normal operation of CT table
- Clear PVC plastic facilitates faster cleanup of blood and fluids
- Prevents contaminant build up in hard to clean areas
- Thermosealed seams and flaps
- Recommended for trauma centers and sites concerned about exposure to blood and fluid-borne disease

Line	Qty.	Catalog	
19	1.00	E8016DC	Foot Slicker for CT Revolution and Revolution Apex
			<u>Extended List Price</u>
			\$75.00

The GEHC Revolution CT and Revolution Apex Foot Switch slicker is specifically designed to maximize contaminant protection. Latex free, it is strongly suggested that the slicker is cleaned with a water/bleach solution prior to every procedure.

Line	Qty.	Catalog	
20	1.00	E4502BG	UL Main Disconnect Panel 380-480V 50/60Hz 175A for CT Rev2.0
			<u>Extended List Price</u>
			\$9,016.00

The MDP (Main Disconnect Panel) and UPS Control Panels serve as the main facility power disconnect source installed ahead of the Revolution CT system. On systems where the optional partial system UPS is included in the system, the panel provides NEC mandated UPS emergency power-off control function via a UPS control cable included with the UPS. The MDP saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, control power source and required indicator lights into a compact factory manufactured panel.

**Applications For general installations of GE Revolution Apex™.**

**Designed for reliability and easy installation**

- The MDP saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, the feeder overcurrent devices, magnetic contactors and UPS emergency power-off into one compact panel
- The system provides stock availability of otherwise special-order devices, saving time and installation costs
- Reduces installation time and cost by eliminating delays in obtaining individually enclosed components and by eliminating on site assembly
- UPS emergency power-off functions are included for future, partial system UPS addition
- Disconnects system power on first loss of incoming power, preventing damage to system components
- Provides a standardized platform for UPS or other future GE engineered modifications or upgrades

**Built for investment protection**

- UL, cUL listed
- Supplied with low voltage, cover mounted Push to Stop, Twist to Restore pushbutton and long life LED pilot lights
- Provides overcurrent and short circuit protection
- Suitable for use on systems with 25,000A of short circuit current. It is the installer's responsibility to verify that the available short circuit current is 25,000A or less for compliance to all electrical codes.
- An optional partial system UPS provides clean uninterrupted power to the system computer, maintaining system integrity during power loss while also providing a solution to power quality problems.
- Emergency-off disconnects power to both the PDU and optional partial system UPS output, per National Electric Code
- Main power disconnect operating handle can be padlocked in the Off position for servicing safety and OSHA lock out/tag out
- The door has provisions for padlocking
- Enclosure door is interlocked with On / Off disconnect handle to prevent unauthorized access if disconnect is in the On position



October 18, 2019  
 Quote Number: 2004945969.13  
 Customer ID: 1-25JJI8  
 Agreement Expiration Date: 1/16/2020

- Factory wired and tested
- Panel disconnect provides OSHA lockout / tag out provisions
- The main disconnect panel may be used as a stand-alone main disconnect, with the optional GE partial system UPS or with a GE full system UPS

**Remote EPO (Emergency Power Off)**

Includes two normally closed contact blocks attached to the back of the emergency off push button. Two are included with each MDP.

**NOTES:**

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

Line	Qty.	Catalog	
21	1.00	W0302CT	TIP CT Scanner 2 Training Program
			<u>Extended List Price</u>
			\$135,143.00

This training program is designed for customers purchasing a GEHC CT system to include Revolution, Frontier, or HD. 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 20 days)
- Virtual Inclusions may include:
  - o Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour
  - o Answerline Support-Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLink button on the imaging console
  - o Tip Virtual Assist-Direct interactive access to a GEHC expert for enhanced support.
  - o 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 25 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.

**Total Quote Subtotal: \$1,900,670.41**

Qty.	Credits and Adjustments	
1.00	BrightSpeed Edge (8) Trade-In	0.00
1.00	10 Month System Warranty Reduction	-130,133.33
1.00	CT Additional Discount	-81,000.00

**Total Quote Net Selling Price: \$1,689,537.08**

**Trade-in Addendum to GE Healthcare Quotation**

This Trade-In Addendum ("Addendum"), effective on October 18, 2019, between the GE Healthcare business identified on the Quotation and AdventHealth Hendersonville ("Customer"), is made a part of Quotation # 2004945969.13 ^ ("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:

<u>Equipment/Vehicle Mfr</u>	<u>Model &amp; Description</u>	<u>Quantity</u>	<u>* ID / Serial #</u>	<u>Trade-In Amount</u>
GENERAL ELECTRIC	BrightSpeed Edge (8) Trade-in	1.00	828693CT	\$ 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# \_\_\_\_\_)†.

**AdventHealth Hendersonville**

**GE Healthcare**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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).





October 18, 2019  
Quote Number: **2004945969.13**  
Customer ID: **1-25JJ18**  
Agreement Expiration Date: 1/16/2020

### GPO Agreement Reference Information

Customer:	AdventHealth Hendersonville
Contract Number:	Premier
Billing Terms:	80% delivery or Shipment / 20% Acceptance or Installation
Payment Terms:	NET 30
Shipping Terms	FOB DESTINATION

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and 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. **Position Emission Tomography ("PET") and Computed Tomography ("CT").** Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system.

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

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

<u>% Less than Uptime Commitment</u>	<u>Warranty Extension</u>
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:

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

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

13. **DoseWatch Device License.** Each connection of a Device (defined below) to the DoseWatch Software requires Customer to purchase a unique Device license referencing a Device ID that allows concurrent use of the DoseWatch Software with that Device at a specified Customer facility on Customer's secured network. All other terms, duration and warranties applicable to the Software license apply to the Device license. "Device" is specific Customer equipment approved by GE Healthcare to be connected to DoseWatch Software under this Agreement. Additional Device

connections may be added to this Agreement, subject to individual Device licenses, and related installation, implementation, configuration and optimization services at GE Healthcare's then-current rates.

#### **14. Software as a Service Terms.**

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

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

14.3. Payment. Payment terms are in the Quotation. Travel, living and incidental project-related expenses are Customer's responsibility and GE will be invoiced separately as incurred.

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

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

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

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

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

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

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

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



**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](http://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 Vscan 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



## Waller, Martha K

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**From:** Flores, Disraeliza  
**Sent:** Thursday, November 21, 2019 10:37 AM  
**To:** Waller, Martha K  
**Subject:** FW: [External] Replacement Equipment Exemption Request for AdventHealth Hendersonville  
**Attachments:** 20191121092026967.pdf

**From:** Denise Gunter <denise.gunter@nelsonmullins.com>  
**Sent:** Thursday, November 21, 2019 10:03 AM  
**To:** Flores, Disraeliza <Disraeliza.Flores@dhhs.nc.gov>; Lightbourne, Ena <ena.lightbourne@dhhs.nc.gov>  
**Subject:** [External] Replacement Equipment Exemption Request for AdventHealth Hendersonville

**CAUTION:** External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [report.spam@nc.gov](mailto:report.spam@nc.gov)

Good morning,

On behalf of AdventHealth Hendersonville (HSA I, Henderson County), attached is a replacement equipment exemption request. Please acknowledge receipt of this email. If you have any questions or need additional information, please do not hesitate to let me know.

Thanks.

### Confidentiality Notice

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (800-237-2000) or reply to this e-mail and delete all copies of this message.

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