



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH SERVICE REGULATION

ROY COOPER
GOVERNOR

MANDY COHEN, MD, MPH
SECRETARY

MARK PAYNE
DIRECTOR

VIA EMAIL ONLY

June 23, 2017

Robert A. Leandro
robleandro@parkerpoe.com

Exempt from Review – Replacement Equipment

Record #: 2300
Facility Name: Frye Regional Medical Center
FID #: 943182
Project Description: Replace existing cardiac catheterization equipment
County: Catawba

Dear Mr. Leandro:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your email of June 20, 2017, 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 Innova IGS 520 to replace the existing cardiac catheterization equipment located in Cath Lab #1. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

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

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

Sincerely,

Julie Halatek

Julie Halatek
Project Analyst

Martha J. Frisone

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

cc: Construction Section, DHSR
Paige Bennett, Assistant Chief, Healthcare Planning, DHSR
Acute and Home Care Licensure and Certification Section, DHSR

HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION
WWW.NCDHHS.GOV

TELEPHONE 919-855-3873

LOCATION: EDGERTON BUILDING • 809 RUGGLES DRIVE • RALEIGH, NC 27603

MAILING ADDRESS: 2704 MAIL SERVICE CENTER • RALEIGH, NC 27699-2704

AN EQUAL OPPORTUNITY/ AFFIRMATIVE ACTION EMPLOYER





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



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

June 20, 2017

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

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

RE: Request for No Review Determination for Replacement Cardiac Catheterization Equipment Located at Frye Regional Medical Center/FID # 943182/Catawba County

Dear Ms. Frisone:

This letter is intended to provide notice to the Healthcare Planning and Certificate of Need Section that our client, DLP Frye Regional Medical Center, LLC d/b/a Frye Regional Medical Center ("Frye"), is planning to replace and upgrade existing cardiac catheterization equipment located at the hospital (Cath Lab #1). Frye has provided cardiac catheterization services since at least 1999 and is authorized to own and operate this cardiac catheterization equipment under North Carolina CON law.

The existing cardiac catheterization equipment in Cath Lab #1 requires replacement due to its age and clinical effectiveness. As such, Frye intends to replace its existing cardiac catheterization equipment in Cath Lab #1 with new comparable cardiac catheterization equipment. The existing equipment will be not be used in North Carolina again.

The approximate total cost of the replacement equipment will be \$776,215.37. See Attachment A. This includes vendor quotes reflecting \$586,060.22 for the new imaging system, \$114,432.15 for the hemodynamic system, and \$21,215.00 for the injector. The facility has also budgeted \$54,508.00 in tax and freight contingency fund in this estimate.

The hospital will also be upgrading and renovating this area of the facility during the time that it installs the new cardiac catheterization equipment. The total amount the hospital expects to

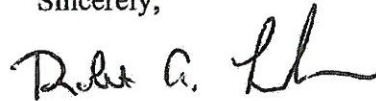
expend for renovations is \$375,515.00. See Attachment B for a detailed itemized list of renovation expenses.

Taken together, the total capital expenditure for the proposed replacement equipment is estimated to be \$1,151,730.37 See Attachment C, the capital cost form. Based on the fact that these expenditures are less than two million dollars a CON is not required under North Carolina CON law. See N.C.G.S. § 131E-176(22a).

Finally, although Frye anticipates that this specific replacement equipment will be used for diagnostic procedures, Frye does have the capacity, and has for many years, provided interventional cardiac catheterization in its other cardiac cath labs. Because the CON regulations have changed recently such that the distinction between diagnostic and interventional procedures has been removed from the rules, Frye at times may use the replacement equipment at issue here to perform interventional services. Because Frye already provides interventional procedures with its existing equipment, it is already in compliance with the ACCF/AHA/SCAI 2013 Update of Clinical Competence Statement on Coronary Artery Interventional Procedures.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Robert A. Leandro". The signature is fluid and cursive, with the first name "Robert" and last name "Leandro" clearly distinguishable.

Robert A. Leandro

**Attachment A
Equipment Vendor Quotes**

ATTACHED



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

Frye Regional Medical Center Inc
420 N Center St
Hickory NC 28601-5033

Attn: Jackie Steel
420 North Center St Hickory
NC 28601

Customer Number : 1-2317YB
Quotation Expiration Date: 12-31-2016

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

- 1) This Quotation that identifies the Product offerings purchased or licensed by Customer;
- 2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty; (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions

In the event of conflict among the foregoing items, the order of precedence is as listed above

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

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

Governing Agreement:	LifePoint Corporate Services
Terms of Delivery:	FOB Destination
Billing Terms:	80% on Delivery/ 20% on Acceptance or First Patient Use
Payment Terms:	NET 30
Total Quote Net Selling Price:	\$586,060.22

INDICATE FORM OF PAYMENT:

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

Cash/Third Party Loan

GE HFS Lease

GE HFS Loan

Third Party Lease (please identify financing company) _____

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

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

CUSTOMER Jackie Steel 12/16/16
 Authorized Customer Signature Date
Peter Brubaker SCD
 Print Name Print Title

 Purchase Order Number (if applicable)

GE HEALTHCARE
 Sarah Thomas 12-14-2016
 Signature Date
 Product Sales Specialist
 Email: Sarah.Thomas@ge.com
 Office: +1 262 347 9347
 Mobile: 262-347-9347



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

Total Quote Selling Price	\$586,060.22
Trade-In and Other Credits	\$0.00

Total Quote Net Selling Price	\$586,060.22

To Accept this Quotation
Please sign and return this Quotation together with your Purchase Order To:
Sarah Thomas
Office: +1 262 347 9347
Mobile: 262-347-9347
Email: Sarah.Thomas@ge.com

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

To Accept This Quotation

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

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

*****OR*****
Verbiage on the purchase order must state one of the following: (i) Per the terms of Quotation #_____; (ii) Per the terms of GPO#_____; (iii) Per the terms of MPA #_____; or (iv) Per the terms of SAA #_____. Include the applicable quote/agreement number with the reference on the purchase order. In addition, source of funds (choice of: Cash/Third Party Loan or GE HFS Lease or GE HFS Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

Qty	Catalog No.	Description	Contract Price	Discount	Ext Sell Price
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1		Innova IGS 520 IGS 520			
1	S18921EK	INNOVA IGS 520 with OMEGAV Long Table	\$1,100,000.00	66.50%	\$368,500.01

INNOVA IGS 520 with Omega V Table
The Innova IGS 520 (20,5 cm x 20,5 cm and 29 cm diagonal) unites image quality, an optimal panel size and built-in protocols for imaging versatility, making it suitable for cardiac, electrophysiology, angiography, peripheral angiography, and intervention.

Innova IGS 520 Positioner
The Innova IGS 520 combines GE's exclusive Innova LC Positioner with an ergonomically designed tableside user interface to provide easy access and control of critical features during an exam. Its patented three-axis isocentric positioner design with floor mounted L-arm and offset C-arm provides maximum positioning flexibility and excellent patient access in all views. The rigid, floor-mounted construction provides minimum vibration and deflection during acquisitions. The three motor-driven axes make even the most complex angulations easy to achieve.

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

GE Revolution digital flat panel detector
The digital detector uses an amorphous silicon photodiode array on a continuous-substrate, single-piece panel with no inherent seams. The digital detector (20.5 cm x 20.5 cm/8 in x 8 in), is comprised of a 1024 x 1024 array of imaging elements or pixels on a 200- micron

3/19



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

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		<p>pitch. Scintillator thickness and electronic noise are optimized to produce extremely high detective quantum efficiencies, both at high exposures and at fluoroscopic doses.</p> <p>Image Processing</p> <p>The detector can translate the widest possible range of X-ray exposure intensities into digital signals without saturation. The system is configured with a removable anti-scatter grid to maximize image quality during routine imaging.</p> <p>Proprietary DRM image processing transforms this information for display without loss of detail over a wide range of anatomical densities. Moreover, organs in motion generate image blurring but thanks to High contrast fluoro we overcome this challenge in delivering an efficient dose with significantly reduce the blurring in the image.</p> <p>With excellent performance in low-dose fluoroscopy as well as high-dose exposures, the Innova IGS 520 advances GE's leadership in flat-panel imaging. The wide dynamic range of the detector, coupled with 14-bit acquisition and patented image processing, enables excellent visualization of low-contrast objects. Detective Quantum Efficiency (DQE), an important measurement of information capture, is taken to a new level with the Innova detector design.</p> <p>X-RAY Tube</p> <p>The Innova IGS 520 uses a 100 kW high-frequency Jedi three-phase power unit that provides grid pulsed fluoroscopy capability.</p> <p>Automatic X-ray technique calculation provides a tube-rating chart that calculates maximum exposure time based on the selected protocol, kV, mA, focal spot and available heat units.</p>			



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

Qty	Catalog No.	Description	Contract Price	Discount	Ext Sell Price
		<p>Fluoroscopy and radiography exposure times and mA are automatically controlled by the dynamic exposure optimization system. The range of mA is limited by X-ray tube ratings and regulatory limits. A fluoroscopic timer captures the fluoroscopic procedure time (reset time is every five minutes).</p> <p>The Omega V table</p> <p>The Omega V table is the long version, and motorized table. This memory foam imaging table pad is radiolucent and offers the most comfortable surface possible for patients without compromising image quality. It supports a load up to 304 kg and allows imaging coverage with table panning up to 187cm with table dimension: 333cm in length and 46cm in width.</p> <p>User interface</p> <ul style="list-style-type: none"> • The SmartBox provides a simple control of the positioner and the table. A second SmartBox can be added at tableside or in the control room. • The TSSC provides simple access to key acquisition and review parameters throughout the exam. A second TSSC can be added at tableside or in the control room. • The Central Touch Screen lets the user control the Discovery IGS 520 system functions as well as integrated equipment. • Smart Nav is an innovative solution to control some Discovery IGS system functionalities from tableside and from the control room. It allows fast function access in displaying menu controls on the reference monitor upon user request. With Smart Nav, the user can keep his/her attention on the screen monitors where clinical images are also displayed. Smart Nav is controlled from the Central Touch Screen, local keypad or remote keypad, providing intuitive 			



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

Qty	Catalog No.	Description	Contract Price	Discount	Ext Sell Price
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and context-based navigation.

- Fluorostore store displays, and plays loops of the last 450 fluoro images at the push of a button for streamlined image review, helping to avoid extra images and exposure.
- Dynamic acquisition package: 30 fps and 15 fps
- InnovaChase is a dynamic, unsubtracted acquisition at a fixed frame rate of 5 fps with manual and remote panning of the table. It is optimized for visualization of a run off. The Innova IGS 520 system facilitates image management and workflow using standard format and communication protocols. It also features close integration with the AW and CA1000 workstations to provide advanced image review and processing capabilities.
- Acquisition of data at 14 bits
- Cardiac images stored in 8 bits, maximum 450 images per sequence. Storage capacity: 136,000 cardiac images
- Images with 12 bits data stored in 16 bits, maximum 450 images per sequence. Storage capacity: 68,000 DSA images
- DICOM image output on 100Mbit Ethernet with Autosend and background transfer for fast transmission with minimal user interaction
- Capability to do full resolution 1024 x 1024 DICOM push to retain image quality at acquisition (configurable to 512 x 512 for cardiac acquisitions and 512 x 512 x 512 or 256 x 256 x 256 for 3D imaging)
- Patient Worklist capability provides a single point of entry of patient data, increasing staff productivity and eliminating clerical errors: patient information can easily be imported into the digital system from information systems that support DICOM Worklist Service Class



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

Qty	Catalog No.	Description	Contract Price	Discount	Ext Sell Price
		<p>Provider.</p> <ul style="list-style-type: none"> • Multi-destination Push enables images to be sent to multiple remote DICOM destinations sequentially (one after another). Multi-destination helps to support a clinical scenario of handling post processing and archival activities in multiple destinations independently of each other (workstation, PACS). Multi-destination provides a seamless integration of the Innova IGS 520 into clinical workflow. • MPPS: Modality Performed Procedure Step allows the Innova IGS 520 to share the main exam parameters with the hospital information system. • For the Innova 3D option, users can direct-push the 3D acquisition directly to the pre-configured AW, even if the images of the exam are pushed to a PACS or another archiving system. 			
1	S18061TP	<p>SmartBox for Omega Tables</p> <p>SmartBox for Innova IGS with Omega Tables</p> <p>New SmartBox for Simplified and Intuitive Joystick Control of Positioner and Table</p> <ul style="list-style-type: none"> • Anatomical and mechanical positioning • Independent or simultaneous movement of all three positioner axes • Remote SID Control • Manual or motor assisted 4-way table panning • Ergonomic design • Hermetically sealed 	\$5,000.00	66.50%	\$1,675.00
1	S18061TW	<p>Smart Handle for Omega Tables</p> <p>Smart Handle for Innova IGS with Omega Tables</p>	\$5,000.00	66.50%	\$1,675.00

7/19

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General Electric Company, GE Healthcare Division



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

Qty	Catalog No.	Description	Contract Price	Discount	Ext Sell Price
		<p>Single-handed, Simultaneous Control of Positioner and Table Movements From the SmartHandle Operator Control</p> <ul style="list-style-type: none"> Anatomical and Mechanical Positioning Independent or Simultaneous Movement of All Three Positioner Axes Remote SID Control Manual or Motor Assisted 4-way Table Panning Ergonomic Design Hermetically Sealed 			
1	S1876PE	<p>Main Power Disconnect Panel - UPS Ready Innova Main Disconnect Panel - UPS Ready</p> <p>This main disconnect panel provides emergency shut down, undervoltage protection, overcurrent protection, OSHA lockout tag provisions, and serves as a local disconnect for the GEHC Innova system. It reduces installation time and cost by providing a single-point power connection, eliminating the need to mount and wire a number of individual components, and its standardized design and testing assures high product quality and system reliability. It is UL and cUL listed for compliance with National Electric Code, and it can be either surface or semi-flush mounted. Customer is responsible for rigging and arranging for installation with a certified electrician.</p>	\$26,299.00	66.50%	\$8,810.16
1	S18751PW	<p>UPS INTERFACE Innova UPS Interface</p>	\$1,800.00	66.50%	\$603.00
1	S1875PK	<p>Innova IQ 20KVA UPS GE Digital Energy 20KVa UPS for Innova</p>	\$25,000.00	66.50%	\$8,375.00



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

Qty	Catalog No.	Description	Contract Price	Discount	Ext Sell Price
		Systems			
1	S18101CH	UL Coolix SMC Auto Transformer UL Coolix SMC Auto Transformer	\$2,300.00	66.50%	\$770.50
1	S18811PA	Quantitative Analysis Package Quantitative Analysis Package Stenosis Analysis Package on DL Digital System The Stenosis Analysis Package is an application designed for estimating vessel dimensions and relevant parameters of the arterial Stenosis morphology in X-Ray angiography. The system is capable of automatic detection of vessel edges and display of stenosis severity. Left Ventricular Analysis Package The Left Ventricular Analysis Package is an expert reporting tool designed to estimate wall motion dynamics of the left ventricle, and to perform Global Ejection Fraction Analysis in X-Ray angiography. The system is capable of providing Wall Motion and Global Ejection Fraction measurements. Wall Motion is built on the centerline method. GEF analysis is calculated using both Simpson's rule method and the Dodge-Sandler area-length method Cardiovascular Analysis Package (on DL system) The Cardiovascular Analysis Package includes both the Stenosis Analysis Package and the Left Ventricular Analysis Package. The Stenosis Analysis Package is an application designed to estimate vessel dimensions and relevant parameters of the arterial Stenosis morphology in X-Ray angiography. The system is capable of automatic detection of vessel edges and display of stenosis severity. The Left Ventricular Analysis Package is an expert reporting tool designed to estimate wall motion dynamics of the left ventricle, and to	\$40,000.00	66.50%	\$13,400.00



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

Qty	Catalog No.	Description	Contract Price	Discount	Ext Sell Price
1	S18921LE	<p>perform Global Ejection Fraction analysis in X-Ray angiography. The system is capable of providing Wall Motion and Global Ejection Fraction measurements (GEF). Wall Motion is built on the centerline method. GEF analysis is calculated using both Simpson's rule method and the Dodge-Sandler area-length method.</p> <p>PCI ASSIST</p>	\$110,000.00	66.50%	\$36,850.00

PCI ASSIST is a commercial package that includes the following features:

- High Contrast Fluoro - Organs in motion generate image blurring, which can make it difficult to assess the size of the lesion as well as stent deployment. To overcome this challenge, we increased the mA peak up to 36%, and decreased the pulse width by 25%. While the dose is equivalent, it is delivered in an efficient way that helps significantly reduce the blurring in the image due to organ motion.
- StentViz - StentViz enhances visibility of the stent structure. It is particularly useful in verifying placement and deployment of stents during coronary interventions where moving arteries could make visibility challenging. StentViz processing is fully automated and can be launched at the press of a button on the Central Touch Screen at bedside. The result is automatically displayed on the reference monitor and shows two zoomed and enhanced images of the stent: One with the guidewire in view and a second one with the guidewire subtracted out in the area between the two balloon markers to allow excellent visualization of the stent struts or borders.
- StentVesselViz - StentVesselViz Being able

10/19



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

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to see the position of stent into the vessel is especially critical in cases of complex clinical situations such as bifurcations or calcified lesions. A complete apposition of stent onto vessel wall can contribute to prevent stent thrombosis & restenosis. StentVesselViz improves the user confidence in the assessment of the position, correct deployment and shape of the stent in relation with the vessel in 2D versus cine. Thanks to an intuitive workflow, StentVesselViz is operated smoothly and can help the user position and expand stent. The StentVesselViz option delivers from a single acquisition a StentViz image and then the fusion of this one with an image of the injected vessel. Those two images are automatically fading together for optimized and simultaneous visualization of stent into the vessel pre and post deployment.

1	S18461NC	<p>Large Display In Room 10 Inputs Ed3 GE Integrated Large Display Monitor</p> <p>The GE Large Display Monitor (LDM) is an optional in-room primary 8 megapixel large monitor and video server solution that is fully integrated on the Innova Central Touch Screen. The LDM connects with the Innova single plane cardiovascular X-ray systems, helping physicians perform routine and advanced procedures in the Cath, Interventional Radiology and Electrophysiology Labs by helping them to see with confidence. A high definition video output is available as an option. This plug-in allows other HD devices such as monitors for teaching purposes or recording and streaming systems to be displayed.</p> <p>The GE Large Display solution has the potential</p>	\$170,000.00	66.50%	\$56,950.00
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11/19



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

Qty	Catalog No.	Description	Contract Price	Discount	Ext Sell Price
		<p>to replace the multiple monitors fixed on the boom and select individual device monitors scattered around the lab with one large, configurable, high resolution display. This allows an improved procedural workflow that helps the physician keep the focus on the patient, not the technology.</p> <p>The main features of the Large Display Monitor are:</p> <ul style="list-style-type: none"> • Display matrix of 8 megapixels arranged as a 3840 by 2160 pixel array • Ability to accept up to 10 video inputs for Live, Reference, AW and optional subtracted Fluoro monochrome signals as well as for a wide variety of other video signals usually used in an interventional environment • Video server able to display video signals on screen at various sizes and in various arrangements • Can select the displayed layout directly from the Innova Central Touch Screen at tableside in one click • 19 inch (48cm) monochrome Live and Reference monitors connect at the back side of the LDM for backup and reliability in the procedure room. • As an option, HD video outputs are available to connect to any HD compatible video solution (such as second 8MP monitor, 2MP HD monitor, recorder ...) for education and recording purposes. 			
1	S18391MP	Large Display Monitors Mavig Suspension with 36M Cable	\$40,000.00	66.50%	\$13,400.00
		Large Display Monitors Mavig Suspension with 36M Cable			



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 Quote #: PR12-C66521
 Version #: 10

Qty	Catalog No.	Description	Contract Price	Discount	Ext Sell Price
1	S18111PV	Power Cord for LDM Power Cord for LDM, 110 volt	Incl.	Incl.	Incl.
1	S18751PY	3KVA UPS for LDM, 110 volt UPS for Large Display Monitor, 3KVA, 110 volt	Incl.	Incl.	Incl.
1	S18461LV	Link Set for IVUS Volcano Link Set for IVUS Volcano	\$2,400.00	66.50%	\$804.00
1	S18461LG	Link Set for Digital and Analog Ultrasound Link Set for Digital and Analog Ultrasound	\$5,100.00	66.50%	\$1,708.50
1	S18461LY	Link Set for Open 2 Link Set Open 2 Suitable for anesthesia monitors, camera, etc.	\$3,800.00	66.50%	\$1,273.00
1	S18461LX	Link Set for Open 3 Link Set Open 3 Suitable for Veran, anesthesia monitors, camera, etc.	\$3,800.00	66.50%	\$1,273.00
1	S18921LA	Dose & IQ Optimization Package for IG5520 Dose & IQ Optimization Package Dose & IQ Optimization Package Dose & IQ Optimization Package is a package that includes the following features: InnovaSense - InnovaSense is an advanced patient contouring technology that uses an intelligent algorithm during gantry motion to select the optimal position for the image receptor relative to the patient. By reducing the distance from receptor to patient, the system optimizes imaging geometry and helps reduce radiation exposure. The user also can position both the gantry and detector with one integrated operation. Capacitive sensor technology and optimized collision avoidance software enable a speed of pivot and C-arm, of up to 20 per second.	\$70,000.00	66.50%	\$23,450.00



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

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		Dose Map - Dose Map is a feature used to calculate, display and record an estimated local cumulated dose during procedures done on the GE X-Ray angiographic system. It is designed to provide to the user a visualization of the distribution of the local cumulated dose all throughout the exam as well as the current projection of the beam. The local dose is calculated depending on the estimated air kerma, the gantry position, the table position, the table estimated attenuation, the estimated backscatter correction and the system settings. Calculation and cumulated local dose are updated for each acquisition and displayed upon user request or upon configured threshold. The cumulated air kerma display remains the reference for dose management.			
1	E4502SS	NR - X-Ray Warning and Room Lighting Control Panel The X-Ray in use Warning and Room Lighting Control Panel provides an interface between the X-Ray in use warning lights, interior room general lighting, and the X-Ray system. The X-Ray in use portion of the panel provides low voltage control of the X-Ray in Use Warning Lights and the room general lighting is controlled by a pre-wired foot switch <ul style="list-style-type: none"> • Designed and tested for GEHC products, for use in CT, PET/CT and X-Ray applications • Can eliminate procurement inconveniences and delivery delays often associated with acquiring individual components • Improves servicing safety by the eliminating of the warning light/room general lighting circuit from the imaging control system cabinet. 	\$2,175.00	21.00%	\$1,718.25



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NOTES:

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

1	E6220J	VIS-A-VIS Vitalinq Intercom System for X-ray	\$12,000.00	21.00%	\$9,480.00
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VIS-A-VIS Vitalinq Intercom System for X-ray

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

FEATURES/BENEFITS

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

SPECIFICATIONS

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

NOTES:

15/19



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

Qty	Catalog No.	Description	Contract Price	Discount	Ext Sell Price
		<ul style="list-style-type: none"> • INSTALLATION IS THE RESPONSIBILITY OF THE CUSTOMER • Warranty Period 6 months - Exchange of non conforming products, which are returned to GE during warranty period. • Installation, parts, application training and onsite service is the buyer's responsibility 			
1	E7018JZ	<p>Mavig 2.5m Track without Cable Spooler</p> <p>Mavig 2.5m Ceiling Track without Cable Spooler</p> <p>The Ceiling Track is suited for use of ceiling guided accessories, including radiation protective shields, lamps, injectors, monitors, and other equipment.</p> <p>FEATURES AND BENEFITS</p> <ul style="list-style-type: none"> • The unique structure profile ensures smooth running of the carriage • With little force, the installed system can be moved and positioned • The carriage glides smoothly, even after many years of routine use • Adjustable cross-struts simplifies the system installation 	\$3,200.00	21.00%	\$2,528.00
1	E3053CC	<p>2.5m Cable Spooler (requires E3053CM)</p> <p>Mavig 2.5m Cable Spooler for R-96 & Mach 3 Lamp</p> <p>This Mavig cable spooler is used when the R-96 or Mach 3 lamp is track-mounted. The spooler yields and retracts the electrical cable as the lamp travels along the track, eliminating all dangling and tangled power supplies. Warranty Period- 6 months- Exchange of non conforming products, which are returned to GE during warranty period Note: Installation,parts,application training and on-site service are the buyer's responsibility</p>	\$849.00	21.00%	\$670.71



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

Qty	Catalog No.	Description	Contract Price	Discount	Ext Sell Price
1	E3053CM	Cable Holders and Stoppers for Ceiling Track Mavig Cable Holders and Stoppers for Ceiling Track (used with Cable Spoolers E3053CC, E3053LT)	\$349.00	21.00%	\$275.71
1	E3053BD	Portegra2 360 Ceiling Column w/ Carriage - 80 cm Portegra2 3600 Ceiling Column w/ Carriage 80 cm <ul style="list-style-type: none"> • Lower post allows 3600 rotation • Upper fixed post is electric with 3300 rotation • Each has a load capacity of 18 kg (40 lbs.) 	\$2,725.00	21.00%	\$2,152.75
1	E3053CH	Contour Shield 76 x 61 cm (with center connect) Contour Shield 76 x 61 cm (with center connect)	\$6,499.00	21.00%	\$5,134.21
1	E3053HF	LED3MC, multi color LED surgical lamp (130,000 Lux) The tasks in examination and operating rooms are varied and require precision and efficiency. Lights from Mavig provide up to 130,000 Lux for an optimum illumination of the surgical field and at least 40,000 hours of life span. The LED light technology of the color composition inside the light source features the merging of the different colored LEDs by a computer calculated optical system with a light guide and faceted lens. The result is light composed of bright white or multi-color as it is dispersed homogeneously over the wound/surgical field. The advantages of this LED technology include excellent color rendition, tissue differentiation and shadow reduction with a goal to reduce surgeon eye strain. The LED 3 MC features the ability to choose the optimum OR light according to the tissue type	\$23,125.00	21.00%	\$18,268.75



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

Qty	Catalog No.	Description	Contract Price	Discount	Ext Sell Price
		and the wound field. Five different color temperature values can be set: 3750, 4000, 4250, 4500, 4750 Kelvin. The setting can be adjusted either at the keypad or the handle.			
2	E3053JA	Mavig Single Pivot Lower Body Protector Mavig Single Pivot Lower Body Protector Provides convenience, flexibility and enhanced protection for medical personnel. Helps shield technicians against scatter radiation from sources beneath the tabletop and also helps to protect the lower extremities. Flexible 0.5 mm lead equivalent curtains attached to aluminum alloy pivoting arm. The entire lower body protector can be easily and quickly removed from the table. Warranty Code H- 6 Months: Exchange of non-conforming products, which you return to us during the warranty period. Note: Installation, parts, applications training and on-site service is the buyer's responsibility. o One-piece economical model offers enhanced protection o Comes with single joint adapter o Measures 45 cm W W 73 cm L (18 W 29 in.) Upper portion is 17 cm H (7 in.)	\$2,699.00	21.00%	\$4,264.42
1	E7058AB	GE Anti-Fatigue Floor Mat (Gray 3x5 x 5/8") GE Anti-Fatigue Floor Mat (Gray 3x5 x 5/8")	\$475.00	21.00%	\$375.25
1	S18101SP	Installation Template Installation Template	Incl.	Incl.	Incl.
1	S18101SM	Vascular Base Plate Assembly Vascular Base Plate Assembly	Incl.	Incl.	Incl.
1	S18101SF	Above Grade and Through Bolts Anchor Kit - Above Grade and Through Bolts, 25 mm	Incl.	Incl.	Incl.
1	S18121RD	In Board Rails, 228 inch/579 cm	Incl.	Incl.	Incl.



GE Healthcare

Date: 12-14-2016
Quote #: PR12-C66521
Version #: 10

Frye Regional Medical Center Inc
420 N Center St
Hickory NC 28601-5033

Attn: Jackie Steel
420 North Center St Hickory
NC 28601

Date: 12-14-2016

Quote Summary Heading

Qty	Description	Ext Contract Price	Discount	Ext Sell Price
1	Innova IGS 520 IGS 520	\$1,672,294.00	64.95%	\$586,060.22
Quote Summary:				
Total Contract List Price:				\$1,672,294.00
Total Discount:				(\$1,086,233.78)
Total Extended Selling Price:				\$586,060.22
Total Quote Net Selling Price				\$586,060.22

Summary Note

MCKESSON

Quotation for: Lifepoint Corporate Services, General Partnership

Contract:	IWS-244719	Address:	330 Seven Springs Way
Customer #:	1157582		Brentwood, TN 37027-4536
Quoted On:	January 12, 2017	Sales Rep:	Jon Sharf
Quote Number:	44215	Phone:	
Quote Expiry:	April 12, 2017	Email:	jonathan.sharf@mckesson.com

Project Description: Frye Regional Medical - Hemo lab addon

This quote serves as a non-binding estimate of software, hardware and/or associated services. In the event of market price fluctuations after the expiration date of this quote, McKesson recommends adding a 10% buffer on the estimated hardware components; hence, for budget planning purposes only, the suggested total budgetary number for the one time fees is \$117,459.40 (where \$117,459.40 = total one time fees value + 10% buffer on HW). McKesson reiterates that this quote is non-binding and is submitted as an estimate for your budgeting purposes only.

The information in this document is confidential and the property of McKesson Technologies Inc. It is intended for the sole use of the designated recipients and may not be transmitted to other parties without prior permission from McKesson Technologies Inc.

Customer: Lifepoint Corporate Services, General Partnership
 Contract: IWS-244719
 Customer No.: 1157582
 Project: Frye Regional Medical - Hemo lab addon

Quoted On: January 12, 2017
 Quote Expiry Date: April 12, 2017
 Quote Number: 44215
 Initial CS:

Proposal Summary - All prices are stated in USD

One Time Fee Summary					
Quote Reference	Product	McKesson Software	Equipment	Impl Services	Net Price
44215-1	CPACS	10,200.00		360.00	10,560.00
44215-2	HEMO	54,520.00	30,272.15	19,080.00	103,872.15
Frye Regional Medical Center, Inc. Subtotal		64,720.00	30,272.15	19,440.00	114,432.15
					Total
Proposal List Price		161,800.00	33,635.73	24,300.00	219,735.73
Proposal Discount		97,080.00	3,363.58	4,860.00	
Discount %		60.00	10.00	20.00	
Proposal Net Total		64,720.00	30,272.15	19,440.00	114,432.15

Recurring Annual Fees Summary				
Quote Reference	Product	McKesson Software	Equipment	Net Price
44215-1	CPACS	4,590.00		4,590.00
44215-2	HEMO	24,120.00	3,165.30	27,285.30
Frye Regional Medical Center, Inc. Subtotal		28,710.00	3,165.30	31,875.30
				Total
Proposal List Price		28,710.00	3,165.30	31,875.30
Proposal Net Total		28,710.00	3,165.30	31,875.30

Customer: Lifepoint Corporate Services, General Partnership
Contract: IWS-244719
Customer No.: 1157582
Project: Frye Regional Medical - Hemo lab addon

Quoted On: January 12, 2017
Quote Expiry Date: April 12, 2017
Quote Number: 44215
Initial CS:

Proposal Notes

Hemo Lab Addon

- DICOM gateway connection for Cath Lab
- Hemo 4 channel setup with FFR, Nurse Charting and etCO2
- Remote RT display for Boom to be provided by customer (VGA connector required)
- Installation Cables and PB1000 box.

Customer: Lifepoint Corporate Services, General Partnership
 Contract: IWS-244719
 Customer No.: 1157582
 Project: Frye Regional Medical - Hemo lab addon

Quoted On: January 12, 2017
 Quote Expiry Date: April 12, 2017
 Quote Number: 44215
 Initial CS:

Line Item Details

Frye Regional Medical Center, Inc.				CPACS			44215-1
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Software							
1	1	NSC071	72014009 73023871	McKesson Cardiology DICOM Gateway from Cath Lab Software License - per connected device	10,200.00	10,200.00	4,590.00
Implementation Services							
2	1	SER921	74037084 NA	DICOM Connectivity Services - per modality. Configure and test receiving images from a new DICOM modality connection. Includes configuring DICOM Modality Worklist query service for new modality, if applicable.	360.00	360.00	
Total:						10,560.00	4,590.00

The pricing set forth in this proposal represents McKesson's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by McKesson either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

Customer: Lifepoint Corporate Services, General Partnership
 Contract: IWS-244719
 Customer No.: 1157582
 Project: Frye Regional Medical - Hemo lab addon

Quoted On: January 12, 2017
 Quote Expiry Date: April 12, 2017
 Quote Number: 44215
 Initial CS:

Line Item Details (Cont'd)

Frye Regional Medical Center, Inc.				HEMO		44215-2	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Software							
1	1	HCH200	72014044 73016074	McKesson Cardiology Hemo Four-channel Software License - per hemo lab	46,520.00	46,520.00	20,520.00
2	1	NCS300	72017183 73017841	McKesson Cardiology Nurse Charting Station Software License - per workstation	4,000.00	4,000.00	1,800.00
3	1	HFR100	72020334 73019161	McKesson Cardiology Hemo FFR Software License - per hemo lab. Customer is required to procure directly from a supported vendor (Volcano and/or St. Jude) the FFR interface box and interface cable compatible with the McKesson PB-1000 LP front-end monitor.	4,000.00	4,000.00	1,800.00
Subtotal Software :						54,520.00	24,120.00
Equipment							
4	1	HCH420	80002763 82014776	McKesson Cardiology Hemo Installation Kit	797.86	797.86	86.73
5	1	HCH430	80002764 NA	McKesson Cardiology Hemo cable package for pre-shipment	500.25	500.25	
6	1	HCH320	80004327 82014838	HCH320: MC Hemo Kit with LP Connector	12,010.26	12,010.26	1,255.51
7	1	NCS050 HC	80006210 NA	NCS050 HC - Cables for NCS200	268.06	268.06	
8	1	HCH220DW7	80006061 82014993	McKesson Cardiology Hemo Standard Info System Small Form Factor PC - Dell	4,180.29	4,180.29	454.28
9	1	HCH100DW7	80006890 82016176	McKesson Cardiology Hemo Clinical Workstation - Dell - includes one color LCD display	2,961.83	2,961.83	328.69
10	1	NCS200DW7	80005367 82014942	McKesson Cardiology Nurse Charting Workstation - Dell - includes one color LCD display and KVM switch extender for control of Hemo application	3,591.52	3,591.52	388.52
11	1	HCH342	80004804 82014869	McKesson Cardiology Hemo ISA etCO2 side-stream module. Includes 10 x PHASEIN sample lines. Only PHASEIN lines are supported. Does not include nasal cannulas, customer to supply or purchase separately (with female luer lock connectors).	3,865.29	3,865.29	418.59
12	1	HCH440	80002765 82014778	HCH440 McKesson Cardiology Hemo Medical Grade UPS	2,096.79	2,096.79	232.98
Subtotal Equipment :						30,272.15	3,165.30
Implementation Services							

Customer: Lifepoint Corporate Services, General Partnership
 Contract: IWS-244719
 Customer No.: 1157582
 Project: Frye Regional Medical - Hemo lab addon

Quoted On: January 12, 2017
 Quote Expiry Date: April 12, 2017
 Quote Number: 44215
 Initial CS:

Line Item Details (Cont'd)

Frye Regional Medical Center, Inc.				HEMO	44215-2		
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
13	1	INS202	74041739 NA	McKesson Cardiology Hemo Implementation services - per lab	17,460.00	17,460.00	
14	1	INS208	74041745 NA	Nurse Charting Install per lab installation services - per lab	1,620.00	1,620.00	
Subtotal Implementation Services :						19,080.00	
Total:						103,872.15	27,285.30

The pricing set forth in this proposal represents McKesson's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by McKesson either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

Customer: Lifepoint Corporate Services, General Partnership
Contract: IWS-244719
Customer No.: 1157582
Project: Frye Regional Medical - Hemo lab addon

Quoted On: January 12, 2017
Quote Expiry Date: April 12, 2017
Quote Number: 44215
Initial CS:

Purchasing Instructions

Please email or fax a copy of a valid Purchase Order referencing this quotation and amount to 1-604-279-5468 / migsalescontracts@mckesson.com to initiate the purchase.

1. For customers on the Fast-Track program: Following the receipt of the PO, a McKesson Implementation Specialist will contact you to schedule the delivery of your order.
2. For customers not on the Fast-Track program: a Contract Supplement or Order Form will be sent upon receipt of the PO. Following signature and execution of the Contract Supplement or Order Form, a McKesson Implementation Specialist will contact you to schedule the delivery of your order.

For information on receiving the Contract Supplement or Order Form or on becoming a part of the Fast-Track program, please contact your local Account Executive.

Or email : migsalescontracts@mckesson.com

Please do not send any forms of payment (check, money order, credit card) directly to McKesson prior to receiving a McKesson invoice referencing this quotation number.

We thank you in advance and look forward to your continued business.



Quotation

Quote To:
Frye Regional Medical Ctr
420 N Center St
HICKORY NC 28601-5033
UNITED STATES OF AMERICA

Bayer HealthCare LLC
1 Bayer Drive
Indianola, PA 15051

Quotation number: 0020026374
Customer number: 0005393174
Date: 08/11/2016
Page: 1

Valid from: 08/11/2016 to 12/15/2016

Attn: Jackie Steele

Bill McDonnell
Professional Sales Consultant
630-877-2949
william.mcdonnell@bayer.com

We deliver according to the following terms and conditions:
Terms of payment: 30 days due net
Terms of delivery: Carriage paid HICKORY

Currency: USD

Item	Part No	Qty	Unit Price	UoM	Amount
1	84397504 ART700 PEDL MARK 7 ARTERION, PEDESTAL, SYSTEM ,MC	1 PCE	35,000.00	1 PCE	35,000.00
	Discount (Value)		15,365.00-		15,365.00-
	Trade Allowance		500.00-		500.00-
	Net value		19,135.00		19,135.00
	HPG MEMBER DISCOUNT				
	TRADE-IN DISCOUNT FOR AVANTA S/N 20482				
2	84138363 ART 700 VFL VARIABLEFLOW,MARK 7 ARTERION	1 PCE	5,000.00	1 PCE	5,000.00
	Discount (Value)		2,195.00-		2,195.00-
	Discount (Value)		2,000.00-		2,000.00-
	Net value		805.00		805.00

If pricing and terms of this order are based upon your current Group Purchasing Organization (GPO) affiliation, any change to your current affiliation may require a new quote or updated terms and pricing.

When applicable, State and Local taxes will be calculated on the order. If you are exempt from taxes, contact customer support at 1(800)633-7231. Thank you for your order!



Quotation

<i>Item</i>	<i>Part No</i>	<i>Qty</i>	<i>Unit Price</i>	<i>UoM</i>	<i>Amount</i>
3	59942968 INS ART 700-P INSTALL MARK 7 ARTERION PEDESTAL	1 PCE	1,275.00	1 PCE	1,275.00
	Net value		1,275.00		1,275.00
4	83917911 VIRTUALCARE VIRTUALCARE INCL IN WARRANTY/SVC PROGRAM			0.000	
Sub Total					21,215.00
Total					21,215.00

NOTE: If using signed quote as a purchase order please complete the following information:

Print Name: _____
Signature: _____
Title: _____
PO #: _____
Phone #: _____

If pricing and terms of this order are based upon your current Group Purchasing Organization (GPO) affiliation, any change to your current affiliation may require a new quote or updated terms and pricing.

When applicable, State and Local taxes will be calculated on the order. If you are exempt from taxes, contact customer support at 1(800)633-7231. Thank you for your order!



BAYER PRODUCT TERMS AND CONDITIONS

If Customer is a member of a group purchasing organization ("GPO") who has a contract with Bayer, the terms of that GPO Agreement will supercede the terms herein.

The following terms and conditions will not apply to the license of Bayer's Informatics Software. Both Radiation Dose Management software (sometimes referred to as "RDM") and Contrast Dose Management (sometimes referred to as "CDM") software are subject to a separate license agreement.

1. Modifications. The prices and terms on this Quote are not subject to verbal changes or other agreements unless approved in writing by Bayer.

2. Acceptance. Bayer's products and services are sold only under the terms and conditions stated on this quotation. Acceptance of any Purchase Order is expressly and exclusively made conditional on your assent to these terms and conditions. Any different or additional terms and conditions that may appear in your Purchase Order or any other document sent by you, shall have no effect. Bayer expressly objects to and rejects all inconsistent or additional terms, conditions and limitations contained on any of your forms or other writings. If you do not communicate your objection to these terms and conditions in writing and within a reasonable time, or if you accept the goods covered by this Quote, you will be deemed to have accepted these terms and conditions and they will control in all instances. If the Products include embedded software or if you are purchasing software, BY HAVING THE SOFTWARE INSTALLED AND USING THE SOFTWARE PURCHASED HEREUNDER, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS QUOTE, DO NOT INSTALL OR USE THE SOFTWARE AND NOTIFY BAYER IMMEDIATELY.

3. Pricing. Prices are based on costs and conditions existing on the date of this Quote and may be changed by Bayer before final acceptance. The pricing for products provided pursuant to this Quote may reflect or be subject to discounts, rebates, or other price reduction programs. Please be advised that you are obligated to: a) fully and accurately disclose the amount of any such discounts, rebates, or other price reductions in your cost reports or claims for reimbursement to Medicare, Medicaid, or health care programs requiring such disclosure and b) provide such documentation to representatives of the Secretary of the Department of Health and Human Services and state agencies upon request. Unless noted otherwise, the value of any product listed as \$0.00 on this Quote may constitute a discount that you should evaluate when filing such reports. You may request additional information from Bayer in order to meet your reporting or disclosure obligations, by writing to the address set forth in this Quote. All payments are due net thirty (30) days on the total invoiced amount. For all new customers Bayer requires a thirty percent (30%) pre-payment for all capital equipment orders, unless otherwise agreed to by Bayer. Bayer must approve any payment terms other than net thirty (30) days.

4. Shipping. All shipping dates are tentative. Bayer will make every reasonable effort to meet shipping dates referenced in this Quote. However, Bayer will not be liable for its failure to meet any such date.

5. Installation. The cost of installation is not included in the product price and is your responsibility unless otherwise stated. For details on equipment installation, you should consult with your Bayer Sales Representative or refer to your Products Manual, which is included with your equipment.

If this Quote includes installation of an overhead counterpoise system (OCS) it is your responsibility to ensure a suitable mounting location for the system. The counterpoise ceiling plate is required to be installed prior to Bayer installation of the counterpoise system and installed in accordance with the specifications listed in the installation manual. The OCS ceiling plate should always be installed by a qualified Structural Engineer and/or Architect. In addition, if applicable building codes require the use of a conduit, you are responsible for ensuring that a conduit is available prior to Bayer's installation.

If this Quote includes a Spectris Solaris with an Integrated Continuous Battery Charging System (iCBC), installation will require a standard power outlet in the scan room, or authorization to install a filter through the penetration panel.

6. License. If the Products include embedded software, or if you are purchasing software, Bayer grants to you a non-exclusive license to use such software provided by Bayer, solely in connection with, or to operate, the Products. Use of the software for any other purpose is strictly prohibited. This license is effective on the date you begin using the Products and software and will continue in effect unless you return the Products or software or if the license is terminated because

Please reference the quote number on your PO and fax to 412-406-0952



you breach any provision of these Terms. Upon termination you shall immediately cease use of all software and shall return the Products and software to Bayer. The software copyright is owned by Bayer and is protected by United States copyright laws and international treaty provisions. Bayer does not transfer title to the software to you, but retains the rights to make and license the use of all copies. You shall not copy, translate, disassemble, or decompile nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the software. You are not permitted to modify or make derivative works of the software and ownership of any unauthorized modification or derivative work shall vest in Bayer.

7. Warranty. Bayer warrants that all new Bayer products are free from defects in workmanship or material under proper, normal use and service for a period of one year (12 months) from shipment, unless a longer period is provided on the warranty with the products, or as otherwise provided herein.

Bayer warrants that all refurbished Bayer products shall perform in accordance with the documentation provided, under proper, normal use and service for a period of the shorter of a) 90 days from installation or b) six months from shipment, unless a longer period is provided on the warranty with the products, or as otherwise provided herein.

If this Quote includes disposable products, Bayer's warranty shall be limited to repair or replacement of any defective disposable product upon receipt of the defective product and a Bayer Return Goods Authorization. You acknowledge that the disposables and the equipment are a system and your actions regarding your equipment may invalidate your warranty on the disposables.

During the warranty period, there shall be no charge for any action deemed necessary by Bayer, including parts, travel, or labor to fulfill the terms of the warranty, during local business hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, except Bayer holidays.

Your actions may invalidate this warranty. If Bayer determines that an equipment or disposable problem is due to any of the following, you agree to pay Bayer for all labor, travel, material handling and shipping at Bayer's, or Bayer's agents, standard rates:

- a) Malfunction or damage due to spillage of any type of fluid in or on the unit.
- b) Malfunction due to operator error, including failing to follow specified provisions of the Operations Manual.
- c) Malfunction or damage due to unauthorized modification or repair. Unauthorized actions may jeopardize functionality, reliability, or operator and patient safety. Therefore any claim caused by unauthorized modification or repair shall not be covered by this warranty and Bayer is relieved from any further obligation. Bayer must review and authorize all modifications and repairs. This service may be obtained by contacting the Bayer Service Department.
- d) Malfunction or damage due to the use of non-Bayer or non-approved accessories. The use of accessories in connection with the equipment may jeopardize functionality, reliability or operator and patient safety. Therefore any claim caused by the use of non-Bayer or non-approved accessories (such as non-Bayer disposables or in the case of any PET/CT product, the use of vials or vial shields that are not approved by Bayer) shall not be covered by this warranty and Bayer is relieved from any further obligation.
- e) Damage by fire, floods, or other disaster commonly known as "Acts of God".
- f) If the Products include any Counterpoise system, any system malfunction, damage or failures due to improper installation or not meeting Bayer's specific requirements for level and plumb and/or loading as specified in the Bayer manuals.
- g) If the Products include any Counterpoise system, any ceiling or wall support structure used to mount or support an Injector Head Counterpoise System is excluded from Bayer's warranty. Bayer does not in any way warrant such structure.

8. Warranty Exclusions. EXCEPT AS PROVIDED IN THE ABOVE WARRANTY SECTION, BAYER EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BAYER IS AWARE OF YOUR INTENDED USE OF THE PRODUCT), AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL BAYER BE LIABLE FOR ANY LOST PROFITS

Please reference the quote number on your PO and fax to 412-406-0952



OR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR OPERATION OF BAYER'S PRODUCT OR SERVICE. Some states do not allow the exclusions on limitation of incidental or consequential damages, so the above limitations may not apply. This Limited Warranty gives you specific legal rights and you may also have other rights.

9. Software Warranty. If the Products include embedded software or if you are purchasing software, Bayer warrants that the software will substantially conform to the functional specifications contained in the Operations Manual for one year following delivery. This warranty shall not apply if you use the software in a manner that is not authorized or not in accordance with the user instructions or if you modify the Products or the software or if a party other than Bayer provides service to the Products or software. Bayer does not warrant that the software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect its performance. Your sole and exclusive remedy for any damages or loss in any way connected with the software whether due to Bayer's negligence or breach of any other duty shall be, at Bayer's option: i) to bring the performance of the software into substantial compliance with the functional specifications or ii) return of an appropriate portion of any payment by you with respect to the portion of the software that is not functioning.

10. Indemnification. Bayer agrees to indemnify, defend and hold you harmless from any liability, loss, expense, cost, claim or judgment (including attorneys fees), arising out of any claim for property damage, or personal injury or death where the product is alleged to have caused or contributed to the damage, injury or death, provided that this indemnification does not extend to injuries, damages or death to the extent caused by the negligence, reckless disregard or intentional acts of you or any third party.

11. Force Majeure. Bayer will not be responsible for delays or non-performance directly or indirectly caused by any acts of God, fire, explosion, flood, war, accident, action by governmental authority, inability to procure supplies and raw materials, delays in transportation, work stoppage, court order, and other causes beyond Bayer's reasonable control.

12. Compliance With Laws/Export. In addition to any rights and remedies specifically identified here in this Quote, Bayer shall have all rights and remedies conferred by law. Bayer shall not be required to perform its obligations under this Quote if you have defaulted (e.g. failed to pay) under this Quote or any other contract involving Bayer. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America. You warrant that you are and will remain in compliance with all export and re-export requirements, laws and regulations of the United States of America and any other applicable export and re-export laws and regulations.

13. HIPAA. Bayer represents that it is not a Business Associate as defined in the Health Insurance Portability and Accountability Act ("HIPAA"). The functions Bayer is required to perform hereunder do not require the use or disclosure of Protected Health Information ("PHI"). To the extent any disclosure of PHI does occur, it is incidental and covered under the incidental disclosure rule found in 45 CFR 164.502(a)(1). In addition, to the extent any such incidental disclosure does occur, Bayer agrees to keep all such information confidential.

Please reference the quote number on your PO and fax to 412-406-0952



Please reference the quote number on your PO and fax to 412-406-0952

**Attachment B
Construction Costs**

ATTACHED



FRYE REGIONAL MEDICAL CENTER

A Duke LifePoint Hospital

Frye Regional Medical Center
100% Construction Documents
Cath Lab Renovation
Hickory, North Carolina

Contact: Mike Kesterson
Date: 3/27/2017
Total SF: 812

WORK TRADE:	TOTAL:
1 PHASING & OFF HOUR SHIFT PREMIUM	\$ -
2 SELECTIVE DEMOLITION	\$ 7,304
3 CONCRETE	\$ 4,511
4 MASONRY	\$ -
5 STRUCTURAL STEEL	\$ 18,896
6 ROUGH CARPENTRY	\$ 1,043
7 GENERAL REQUIREMENTS	\$ 447
8 FINISH CARPENTRY, MILLWORK, & CASEWORK	\$ 7,040
9 ROOFING, METAL PANELS	\$ 3,500
10 SPRAY FIREPROOFING	\$ 1,137
11 CAULKING, WATERPROOFING, FIRESTOPPING	\$ 779
12 DOORS, FRAMES, & HARDWARE	\$ -
13 GLASS & GLAZING SYSTEMS	\$ 13,704
14 DRYWALL ASSEMBLIES	\$ 21,226
15 CEILING TREATMENTS	\$ 3,126
16 FLOORING & ACCESSORIES	\$ 5,806
17 PAINTING	\$ 1,978
18 SPECIALTIES	\$ 3,070
19 EQUIPMENT & APPLIANCES	\$ 5,000
20 WINDOW TREATMENTS	\$ -
21 CONVEYING SYSTEMS	\$ -
22 FIRE SPRINKLERS	\$ 4,725
23 PLUMBING/ MECHANICAL SYSTEMS	\$ 64,800
24 ELECTRICAL SYSTEMS	\$ 115,956
25 ICRA/ ILSM	\$ 16,896
26 BUILDING PERMIT FEES - ALLOWANCE	\$ 1,689
SUBTOTAL	\$ 302,631
27 GENERAL CONDITIONS	\$ 36,796
28 PROJECT INSURANCES	\$ 3,884
29 SUBCONTRACTOR DEFAULT BONDS	\$ 3,762

30	PERFORMANCE & PAYMENT BOND	\$	2,702
	SUBTOTAL	\$	349,775
31	FEE	\$	15,740

TOTAL		\$	365,515
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32 CONTINGENCY \$ 10,000.00

SUGGESTED BUDGET - TOTAL		\$	375,515
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Project: Frye Regional Medical Center Addition & Renovations 100% Construction Documents	Frye Regional Medical Center		Estimate Date:	8/15/2016
	Addition & Renovations		Revision:	3/27/2017
	New Construction/ Renovation		Addenda:	*
Location: Hickory, North Carolina	TOTAL SF:	812.00	Prepared By:	MPK
Architect: HMK Architects	Cost/ SF:	\$ 450.14	Reviewed By:	*



Site Development	AC	Building Elevations - Veneer Breakdown %			Verification
Building Square Footage	812.00	SF	0%	SF	FALSE
Building Perimeter	148.00	LF	0%	SF	FALSE
Building Height (TOW)	-	LF	0%	SF	FALSE
Building Elevations Square Footage	-	SF	0%	SF	FALSE

First floor (TOW)	LF	Building Square Footage - Total Breakdown			Verification	
Second floor (TOW)	-	LF	First floor	812.00	SF	TRUE
Third floor (TOW)	-	LF	Second floor	-	SF	FALSE
Fourth floor (TOW)	-	LF	Third floor	-	SF	FALSE
Fifth floor (TOW)	-	LF	Fourth floor	-	SF	FALSE
Parapet (TOW)	-	LF	Fifth floor	-	SF	FALSE
TOTAL	-	LF	TOTAL	812.00	SF	TRUE

CSI	Description	Quantity	Unit	Unit Price	Unit Cost	TOTALS	\$/ SF
BP100	Phasing/ Off Hour Shift Premium	-	sf	\$ -		\$ -	\$ -
BP235	Selective Demolition	812.00	sf	\$ -		\$ 7,304.05	\$ 9.00
	Selective demolition	1.00	ls	\$ -	\$ -		
Note #1	Remove existing ceiling tile grid	633.00	sf	\$ 1.00	\$ 633.00		
Note #2	Remove existing flooring and base	633.00	sf	\$ 1.85	\$ 1,171.05		
Note #3	Remove existing storage units	20.00	lf	\$ 75.00	\$ 1,500.00		
Note #4	Remove existing countertop	20.00	sf	\$ 25.00	\$ 500.00		
Note #5	Remove and relocate med gas pedestals	2.00	ea	\$ 1,500.00	\$ 3,000.00		
	Remove existing pegboard	1.00	ls	\$ 500.00	\$ 500.00		
BP390	Turnkey Concrete	812.00	sf	\$ -		\$ 4,510.50	\$ 5.55
	Concrete SOG sawcutting	54.00	lf	\$ 5.75	\$ 310.50		
	Removal/ patch/ pour back SOG	8.00	cy	\$ 350.00	\$ 2,800.00		
	Concrete hoisting/ pumping	8.00	cy	\$ 175.00	\$ 1,400.00		
BP400	Turnkey Masonry	-	sf	\$ -		\$ -	\$ -
BP500	Turnkey Structural Steel	812.00	sf	\$ -		\$ 18,895.87	\$ 23.27
	Structural steel - miscellaneous	1.00	ls	\$ 13,295.87	\$ 13,295.87		
	Steel overhead support for new monitor	-	ea	\$ -	\$ -		
	Unistrut support framing/ modifications	-	ls	\$ -	\$ -		
	Medical gas pedestal trench plate	60.00	sf	\$ 55.00	\$ 3,300.00		
	Countertop bracket supports	12.00	lf	\$ 25.00	\$ 300.00		
	Thru-bolt drilling per GE equipment drawings	20.00	ea	\$ 100.00	\$ 2,000.00		
BP610	Rough Carpentry and Blocking	812.00	sf	\$ -		\$ 1,043.00	\$ 1.28
	Rough carpentry and blocking - interior	60.00	lf	\$ 3.85	\$ 231.00		
	Miscellaneous FFE blocking	812.00	sf	\$ 0.25	\$ 203.00		
	Miscellaneous equipment blocking	812.00	sf	\$ 0.75	\$ 609.00		
BP620	General Requirements	812.00	sf	\$ -		\$ 446.60	\$ 0.55
	Temporary heating utilities and equipment	-	mo	\$ -	\$ -		
	All temporary utilities	-	mo	\$ -	\$ -		
	Noise/ dust control measures	-	mo	w/ BP1700	\$ -		
	Infection control measures	-	mo	w/ BP1700	\$ -		
	Temporary elevator use	-	mo	\$ -	\$ -		
	Final cleaning	812.00	sf	\$ 0.55	\$ 446.60		
BP640	Finish Carpentry and Casework	812.00	sf	\$ -		\$ 7,040.00	\$ 8.67
	Finish carpentry and casework	1.00	ls	\$ 6,166.00	\$ 6,166.00		
	30" deep countertop	1.00	ls	\$ 124.00	\$ 124.00		
	Base cabinets	14.00	lf	\$ -	\$ -		
	Wall cabinets	6.00	lf	\$ -	\$ -		
	Full height cabinets	3.00	lf	\$ -	\$ -		
	Countertops	28.00	sf	\$ -	\$ -		
	Countertops with brackets	24.00	sf	\$ -	\$ -		
	6" dia cut outs	2.00	ea	\$ -	\$ -		
	Protection of tops and base cabinets	1.00	ls	\$ 500.00	\$ 500.00		
	Undercounter sink/ equipment coordination	1.00	ls	\$ 250.00	\$ 250.00		
BP740	Roofing	812.00	sf	\$ -		\$ 3,500.00	\$ 4.31
	New roof penetrations/ flashing	1.00	ls	\$ 3,500.00	\$ 3,500.00		
BP780	Sprayed on Fireproofing	812.00	sf	\$ -		\$ 1,136.80	\$ 1.40
	Spray applied fireproofing - patch/ repair	812.00	sf	\$ 1.40	\$ 1,136.80		
BP790	Caulking, Waterproofing, Firestopping	812.00	sf	\$ -		\$ 778.64	\$ 0.96
	Interior caulking	812.00	sf	\$ 0.22	\$ 178.64		
	Firestopping existing penetrations	1.00	ls	\$ 600.00	\$ 600.00		
BP800	Doors, Frames, Hardware, Install	-	sf	\$ -		\$ -	\$ -
	HM frame, door, hardware, install	-	ea	Existing	\$ -		
BP840	Aluminum Framed Openings, Glass	812.00	sf	\$ -		\$ 13,704.45	\$ 16.88
	Glass and glazing	1.00	ls	\$ 8,704.45	\$ 8,704.45		

	Glass sliding/ break away door	1.00	ea	\$ -	\$ -		
	Interior glass and glazing - lead lined	40.00	sf	\$ 125.00	\$ 5,000.00		
BP920	Metal Studs, Drywall, Insulation	812.00	sf	\$ -	\$ -	\$ 21,225.50	\$ 26.14
	Metal studs, drywall, insulation	1.00	ls	\$ 11,458.00	\$ 11,458.00		
	Interior partitions	8.00	lf	\$ -	\$ -		
	Interior partitions - surface area	80.00	sf	\$ -	\$ -		
	Lead sheathing - 7'-0" AFF	-	sf	Existing	\$ -		
	Interior partition - batt insulation	80.00	sf	\$ -	\$ -		
	Existing wall patch and repair	1,090.00	sf	\$ 5.75	\$ 6,267.50		
	Patch and repair existing lead sheathing	1.00	ls	\$ 3,500.00	\$ 3,500.00		
BP925	Ceiling Treatments	812.00	sf	\$ -	\$ -	\$ 3,126.20	\$ 3.85
	Ceiling treatments	1.00	ls	\$ -	\$ -		
	Acoustical ceilings	812.00	sf	\$ 3.85	\$ 3,126.20		
BP960	Flooring	812.00	sf	\$ -	\$ -	\$ 5,805.95	\$ 7.15
	Flooring	1.00	ls	\$ 2,882.75	\$ 2,882.75		
	Vinyl tile	812.00	sf	\$ -	\$ -		
	Rubber base	812.00	sf	\$ -	\$ -		
	Ramboard floor protection	812.00	sf	\$ 0.75	\$ 609.00		
	Miscellaneous floor patch	812.00	sf	\$ 2.85	\$ 2,314.20		
BP990	Painting and Coatings	812.00	sf	\$ -	\$ -	\$ 1,978.00	\$ 2.44
	Painting and coatings	1.00	ls	\$ 1,775.00	\$ 1,775.00		
	Interior partitions	80.00	sf	\$ -	\$ -		
	Existing partitions	1,326.00	sf	\$ -	\$ -		
	Hollow metal doors/ frames	-	ea	\$ -	\$ -		
	Painting temporary ICRA walls	-	sf	w/ BP1700	\$ -		
	Touch up painting	812.00	sf	\$ 0.25	\$ 203.00		
BP1000	Division 10 Accessories, Install	-	sf	\$ -	\$ -	\$ 3,070.00	\$ 3.78
	Division 10 accessories, installation	1.00	ls	\$ -	\$ -		
	Fire extinguishers and cabinets	-	ea	\$ -	\$ -		
	Corner guards	6.00	ea	\$ 95.00	\$ 570.00		
	Cubicle curtain track	-	lf	\$ -	\$ -		
	Signage (exterior/ interior)	-	ea	\$ -	\$ -		
	Owner FFE move in	1.00	ls	\$ 2,500.00	\$ 2,500.00		
BP1100	Equipment and Furnishings	812.00	sf	\$ -	\$ -	\$ 5,000.00	\$ 6.16
	Rigging, hoisting, unloading of equipment/ trash	1.00	ls	\$ 5,000.00	\$ 5,000.00		
BP1240	Window Treatments	-	sf	\$ -	\$ -	\$ -	\$ -
BP1400	Conveying Systems	-	sf	\$ -	\$ -	\$ -	\$ -
BP1530	Fire Sprinkler Systems	812.00	sf	\$ -	\$ -	\$ 4,725.00	\$ 5.82
	Fire sprinkler systems	1.00	ls	\$ 4,725.00	\$ 4,725.00		
	Fire sprinkler system	812.00	sf	\$ -	\$ -		
BP1540	Plumbing Systems	812.00	sf	\$ -	\$ -	\$ -	\$ -
	Plumbing systems	1.00	ls	w/ BP1550	\$ -		
	Plumbing demolition	1.00	ls	\$ -	\$ -		
	Re-work existing medical gas	1.00	ls	\$ -	\$ -		
	Remove and cap plumbing fixtures	2.00	ea	\$ -	\$ -		
	Remove and relocate med gas pedestals	2.00	ea	\$ -	\$ -		
BP1550	Mechanical Systems	812.00	sf	\$ -	\$ -	\$ 64,800.00	\$ 79.80
	Mechanical systems	1.00	ls	\$ 64,800.00	\$ 64,800.00		
	Mechanical demolition	1.00	ls	\$ -	\$ -		
BP1600	Electrical Systems	812.00	sf	\$ -	\$ -	\$ 115,956.00	\$ 142.80
	Electrical systems	1.00	ls	\$ 114,456.00	\$ 114,456.00		
	Electrical demolition	1.00	ls	\$ -	\$ -		
	X-ray existing slab on grade	1.00	ls	\$ 1,500.00	\$ 1,500.00		
BP1700	ICRA/ ILSM	812.00	sf	\$ -	\$ -	\$ 16,896.00	\$ 20.81
	Negative air machines	1.50	mo	\$ 1,500.00	\$ 2,250.00		
	Filters for air machines	1.50	mo	\$ 500.00	\$ 750.00		
	Temporary partitions	120.00	lf	\$ 80.00	\$ 9,600.00		
	Painting temporary ICRA walls	2,160.00	sf	\$ 0.60	\$ 1,296.00		
	Temporary doors	2.00	ea	\$ 750.00	\$ 1,500.00		
	Dust walkoff mats	1.00	ls	\$ 1,500.00	\$ 1,500.00		
Building Package							
Cost of Work - Subtotal						\$ 300,942.56	\$ 370.62
CMAR General Conditions						\$ 36,796.17	\$ 45.32
Subtotal - Cost of Work/ CMAR GC's						\$ 337,738.73	\$ 415.93
Estimate Contingency	0.0%				\$ -	\$ -	
Procurement Contingency	0.0%				\$ -	\$ -	
Project Insurances	1.15%				\$ 3,884.00	\$ 4.78	
Performance and Payment Bond	0.8%				\$ 2,701.91	\$ 3.33	
Subcontractor Default Insurance	1.25%				\$ 3,761.78	\$ 4.63	
Building Permit/ Inspections	0.5%				\$ 1,688.69	\$ 2.08	
Testing Agency	0.0%				\$ -	\$ -	
Construction Manager - Fees	4.5%				\$ 15,739.88	\$ 19.38	
Total						\$ 365,514.99	\$ 450.14

Attachment C Capital Cost Form

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

A. Site Costs

- | | |
|--|--------|
| (1) Full purchase price of land | \$N/A |
| Acres _____ Price per Acre | \$N/A |
| (2) Closing costs | \$N/A |
| (3) Site Inspection and Survey | \$N/A |
| (4) Legal fees and subsoil investigation | \$N/A |
| (5) Site Preparation Costs | \$N/A |
| (6) Other (Specify) | \$N/A |
| (7) Sub-Total Site Costs | \$ N/A |

B. Construction Contract

- | | | |
|-----------------------|--|--|
| (8) Cost of Materials | | See Attachment B for detailed quote of expenses related to construction costs. |
| (9) Cost of Labor | | |
| (10) Other (Specify) | | |

(11) Sub-Total Construction Contract		\$375,515.00
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C. Miscellaneous Project Costs

- | | | |
|--|--|----------------|
| (12) Building Purchase | | \$N/A |
| (13) Fixed Equipment Purchase/Lease | | \$721,707.37 |
| (14) Movable Equipment Purchase/Lease | | \$N/A |
| (15) Furniture | | \$N/A |
| (16) Landscaping | | \$N/A |
| (17) Consultant Fees | | \$N/A |
| (18) Financing Costs (e.g. Bond, Loan, etc.) | | \$N/A |
| (19) Interest During Construction | | \$ N/A |
| (20) Other (Contingency) | | \$54,508.00 |
| (21) Sub-Total Miscellaneous | | \$776,215.37 |
| (22) Total Capital Cost of Project (Sum A-C above) | | \$1,151,730.37 |

\$1,151,730.37