



**NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES**

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

October 12, 2019

Elizabeth Kirkman
 2709 Water Ridge Parkway, Suite 200
 Charlotte, NC 28217

Exempt from Review – Replacement Equipment

Record #: 3083
Facility Name: Carolinas Medical Center
FID #: 943070
Business Name: The Charlotte-Mecklenburg Hospital Authority
Business #: 1770
Project Description: Replace existing SPECT CT scanner
County: Mecklenburg

Dear Ms. Kirkman:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of October 8, 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 NM/CT 870 DR SPECT CT Scanner to replace the Siemens Symbia T6 SPECT CT Scanner (Serial #1198). 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,

Julie M. Faenza
 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



Atrium Health

October 8, 2019

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



RE: Exemption Request for The Charlotte-Mecklenburg Hospital Authority (“CMHA”) to Replace Single Photon Emission Computed Tomography Equipment (“SPECT-CT”) located on the campus of Carolinas Medical Center (“CMC”)

Dear Ms. Frisone:

The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas Medical Center (“CMC”) is planning to replace one of its existing SPECT-CT systems with new, technologically comparable equipment. CMC intends to purchase a GE NM/CT 870 DR SPECT-CT system (“Replacement Equipment”) to replace a Siemens Symbia T6 system (“Existing Equipment”) located in room 04I151 on the fourth floor of Carolinas Medical Center’s main hospital building. The Existing Equipment, which was purchased in 2006, is beyond its useful life and is at risk for service interruptions due to downtime.

The Replacement Equipment will be housed in room 04I151 at CMC. The Replacement Equipment will be used for the same types of procedures as the Existing Equipment and will not be used to provide a new health service. A chart comparing the Existing Equipment and the Replacement Equipment is included in Attachment A along with supporting documentation. The Existing Equipment is currently in use and documentation provided in Attachment B indicates that 751 procedures were performed on the Existing Equipment from September 2018 through August 2019.

The purchase price of the Replacement SPECT-CT Equipment is \$852,503 (\$793,026 SPECT-CT + \$59,477 tax). The projected total capital cost of the project is \$1,491,173 and includes the cost to acquire, install, and make operational the Replacement Equipment. The projected total capital cost of the project also includes replacing the existing millwork and refinishing the floor in room 04I151. Attachment C provides the quote for the Replacement Equipment. Please see Attachment D for a letter documenting that the Existing Equipment will be taken out of service and removed from North Carolina. The total capital cost worksheet is provided in Attachment E.

The North Carolina Certificate of Need statutes provide a definition of replacement equipment in N.C.G.S. 131E-176(22a). The definition requires the replacement equipment be comparable to

the existing medical equipment and cost less than \$2,000,000 when installed. The statutes further provide in 131E-184(a)(7) an exemption from Certificate of Need review for replacement equipment projects if prior notice is provided to the CON Section.

Based on the above facts, the proposed project is exempt from CON review and this letter serves as prior notification of our intent to proceed with this project. We would appreciate your written concurrence that this project is exempt from CON review. If you have any questions or require further information regarding this project, please contact me at 704-446-8475.

Sincerely,

A handwritten signature in black ink that reads "Elizabeth Kirkman". The signature is written in a cursive, flowing style.

Elizabeth Kirkman, Assistant Vice President
Atrium Health Strategic Services Group

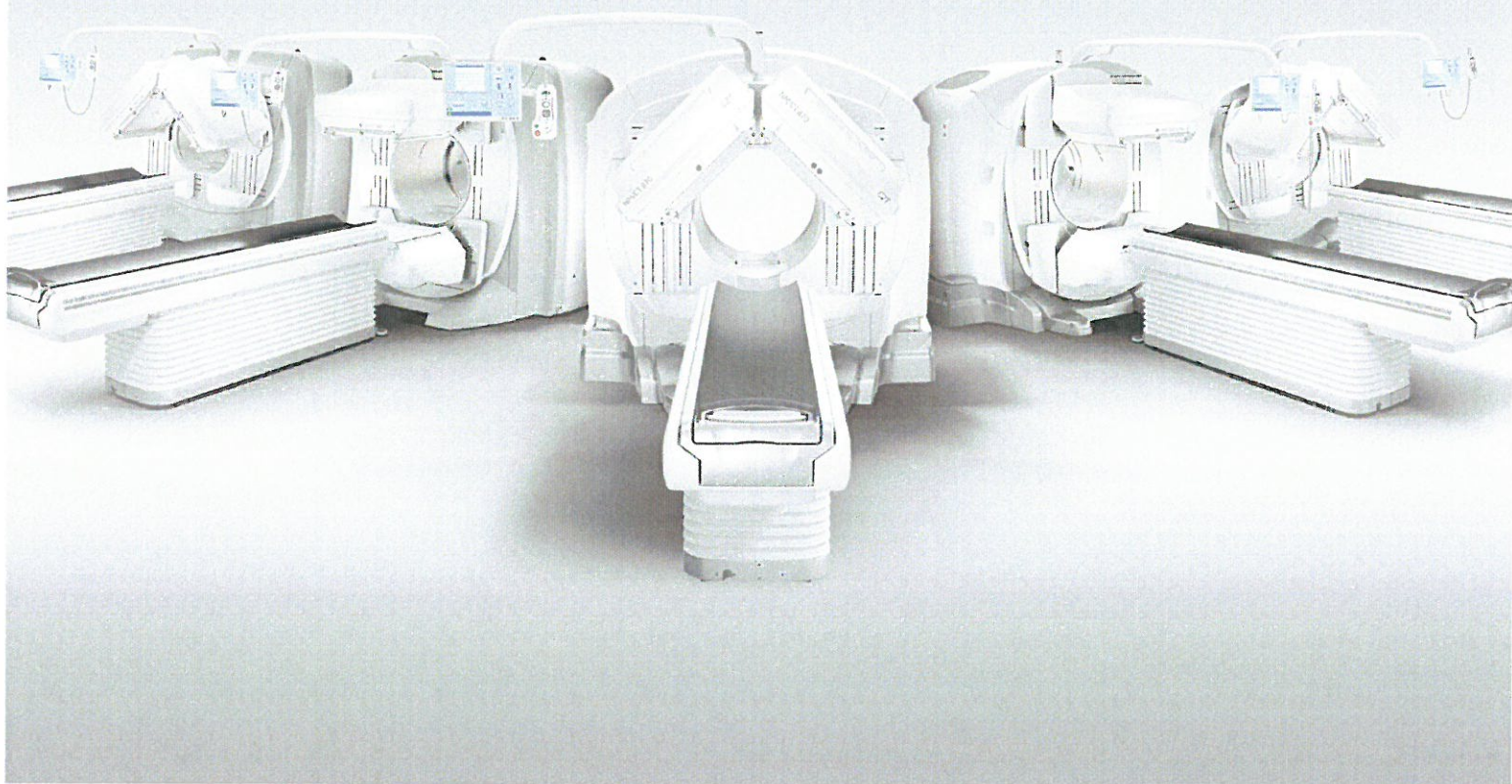
Attachments

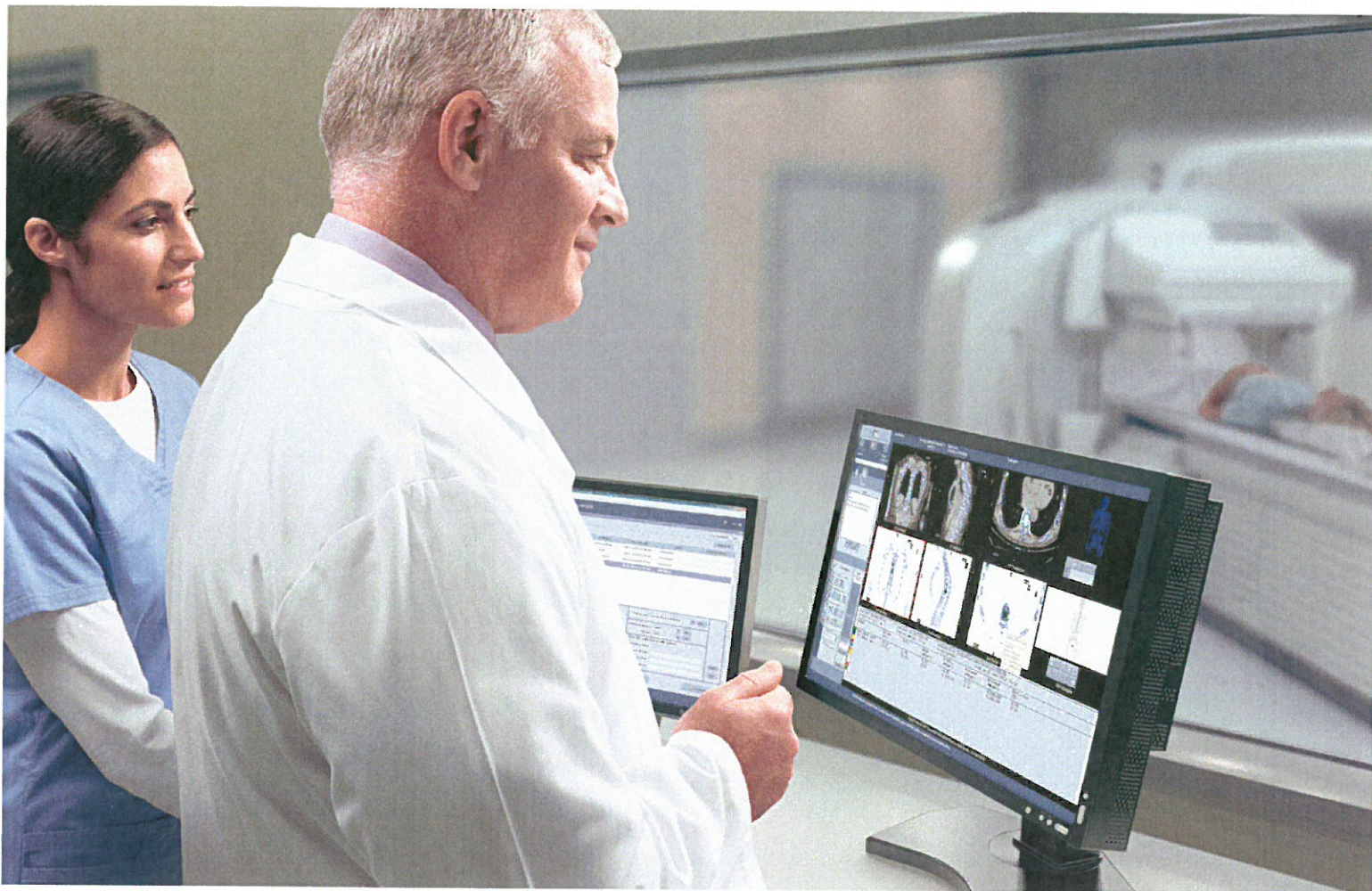
Attachment A

EQUIPMENT COMPARISON – CMC SPECT-CT Replacement

	Existing Equipment	Replacement Equipment
Type of Equipment (List each component)	SPECT-CT Scanner	SPECT-CT Scanner
Manufacturer of Equipment	Siemens	GE
Tesla Rating for MRIs	N/A	N/A
Model Number	Symbia T6	NM/CT 870 DR
Serial Number	1198	Not Available Until Installed
Provider's Method of Identifying Equipment	Internal Asset # / Serial #	Internal Asset # / Serial #
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	N/A	N/A
Mobile Tractor Serial Number/VIN #	N/A	N/A
Date of Acquisition of Each Component	2006	2019
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.)	Due to system transition, this information is not available	\$1,491,173
Total Cost of Equipment	Due to system transition, this information is not available	\$852,503
Fair Market Value of Equipment	\$52,227	\$852,503
Net Purchase Price of Equipment	N/A	\$852,503
Locations Where Operated	CMC, 4 th Floor (Rm. 041151)	CMC, 4 th Floor (Rm. 041151)
Number Days in Use/To Be Used in N.C. per Year	365	365
Percent of Change in Patient Charges (by procedure)	0%	0%
Percent of Change in Per Procedure Operating Expenses (by procedure)	0%	0%
Type of Procedures Currently Performed on Existing Equipment	All routine SPECT/CT imaging	N/A
Type of Procedures New Equipment is Capable of Performing	N/A	All routine SPECT/CT imaging

INTRODUCING THE 800 SERIES





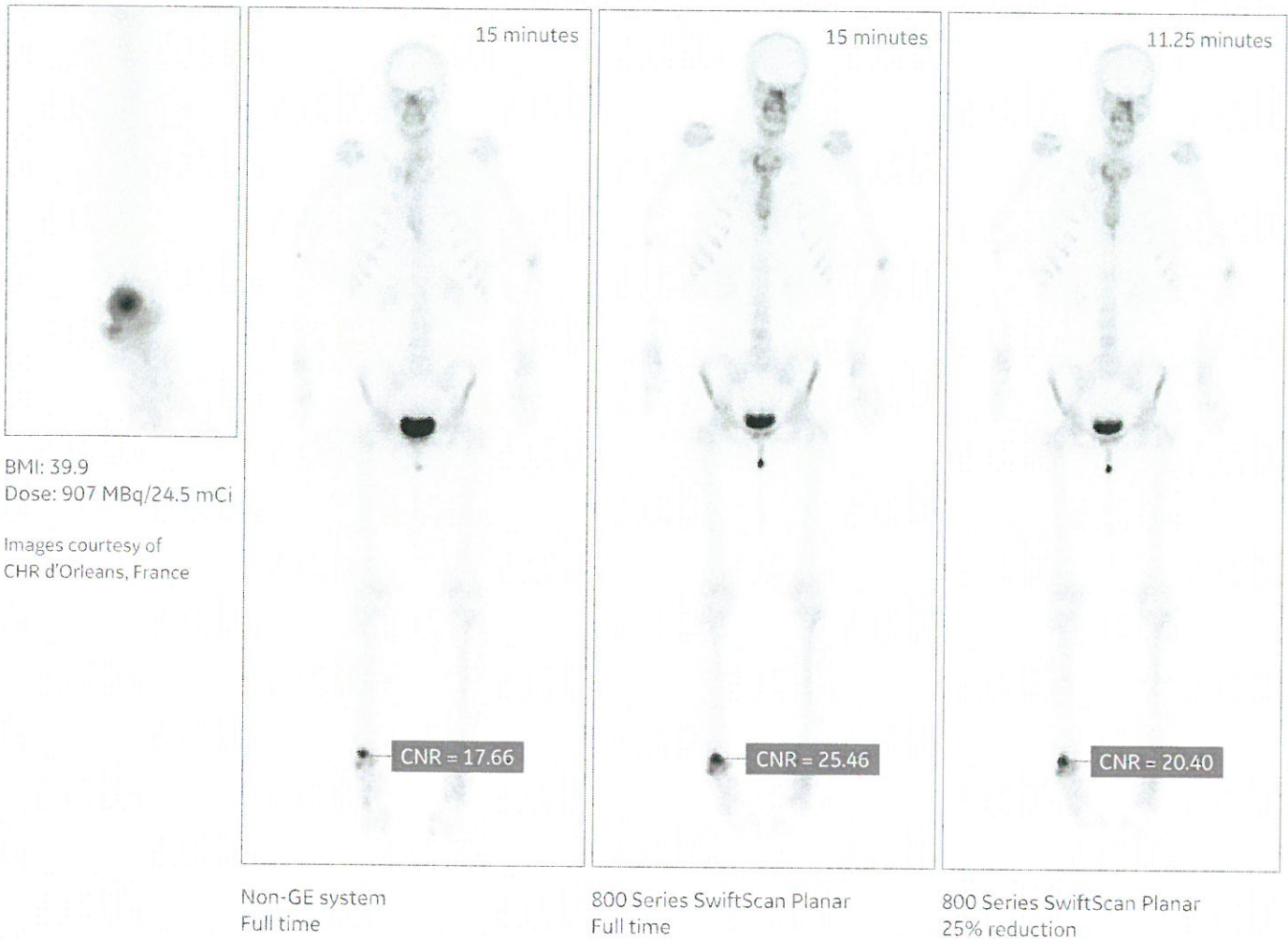
A TRUE PARTNERSHIP IN TRUE DISCOVERY

When we set out to help make SPECT/CT the essential clinical tool we believed it could be, we perceived only a glimmer of its potential. Today, we continue to be in awe as we watch you use this technology every day to better diagnose your patients and to further your own clinical research.

The 800 Series reflects our continued commitment to helping improve the quality, access and affordability of SPECT/CT, so you can continue in your work to change lives for the better.

To celebrate this true partnership in true discovery, we're introducing the 800 Series. This new family of five nuclear medicine systems puts into practice everything we've learned over the course of 20 years by bringing the latest in SPECT/CT advancements to a wider range of clinical environments.

Along with the breakthrough CZT-based NM/CT 870 CZT, the digital-ready NM/CT 870 DR and the SPECT-only NM 830, the 800 Series includes two eight-slice CT hybrids. NM/CT 850 and NM/CT 860. We strategically paired these two systems with CT technology that makes state-of-the-art CT performance accessible to practices with emerging or more routine hybrid needs.



A SWIFTER SCAN AND A SMARTER CONSOLE

All of our new 800 Series SPECT/CT systems build on the success of the 600 Series with a collection of SPECT technology enhancements that add to the value of nuclear medicine.

The enhancements include SwiftScan Planar and SwiftScan SPECT, which increase sensitivity and reduce scan times or injected dose by up to 25 percent, without a loss in signal-to-noise ratio². It also includes the all-new SmartConsole. This digital processing platform modernizes nuclear medicine workflow by automating SPECT/CT reconstruction and enabling you to review scans remotely from your own mobile devices.



Diagnose disease earlier with SwiftScan Planar's and SwiftScan SPECT's improved small lesion detectability¹



Enable reduction of dose or scan times by up to 25 percent with the increased sensitivity of SwiftScan Planar and SwiftScan SPECT²



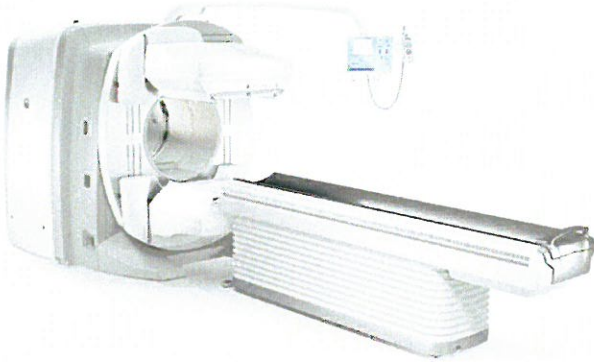
Use SmartConsole to create SPECT/CT data sets in PET/CT DICOM format for adjunct review with a PET DICOM viewer



Save time and steps by remotely collaborating with a clinician mid-exam with SmartConsole Web

NM/CT 850

GIVE EVERY SPECT THE PERSPECTIVE OF CT



NM/CT 850 is our most accessible SPECT/CT system. It combines the SPECT image quality and productivity enhancements of the 800 Series with the essential CT technology for providing that all-important layer of anatomical information, which you need specifically for localization and attenuation correction in SPECT imaging.

It has the smallest footprint of all of our 800 Series SPECT/CT systems and provides an easy upgrade path to diagnostic CT technology. With NM/CT 850, you don't need the space for a high-end CT to ensure every SPECT image has the valuable perspective of CT.

NM/CT 860

THE IDEAL BALANCE OF CT PERFORMANCE AND CLINICAL CAPABILITY



NM/CT 860 is a SPECT/CT system designed for high-performance clinical environments. It combines the SPECT and productivity enhancements of the 800 Series with an optimal balance of CT technology. Technology with the thin-slice CT performance you need for all of your SPECT/CT protocols and the most common standalone CT exams, without overlapping with your other CT assets.

NM/CT 860 is exactly what you need to continue to grow and strengthen the clinical value of nuclear medicine by making it more accessible in routine care.

A FULL SPECTRUM OF SPECT/CT SOLUTIONS



Up to 50 percent reduction in injected dose or scan time with Evolution technology⁴



Guide therapy planning decisions with quantitative disease state and treatment response assessments

NM/CT 870 DR

A LEADING LIGHT IN CLINICAL DISCOVERY

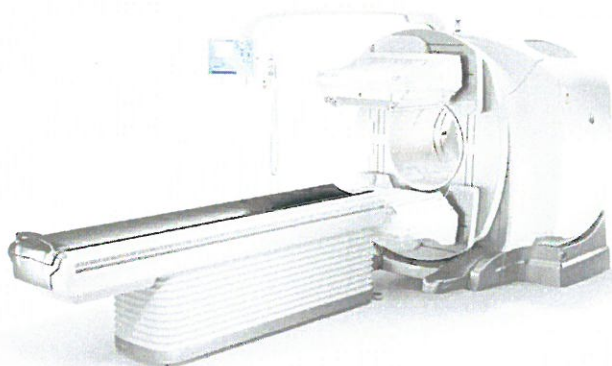


Leading clinical discovery is about improving care for as many patients as possible, which is exactly what NM/CT 870 DR was designed to do. It's a premium SPECT/CT system with the added flexibility of a standalone CT that includes the latest advancements in dose and metal artifact reduction technology.

It delivers the accurate, reproducible results referring physicians require in a comfortable and streamlined exam experience, so you can lead clinical discovery with hybrid imaging.

NM/CT 870 CZT

BRING THEORY TO LIFE WITH CZT



NM/CT 870 CZT is our third-generation, general purpose SPECT/CT system powered by CZT technology. It combines improvements in lesion detection³, image quality and patient comfort with advanced quantitative applications provided through Xeleris™.

This latest generation offers an all-new SmartConsole and new CT advancements that include a 32-slice overlapped reconstruction capability, the latest dose reduction technologies and Smart MAR. Help bring your theories to life with a system designed to leverage all that CZT can do.



Use SmartConsole to create SPECT/CT data sets in PET/CT DICOM format for adjunct review with a PET DICOM viewer



Grow patient volumes with referring physicians that value accurate, reproducible results and the diagnostic confidence you deliver



Enhance productivity with simplified workflows for complex procedures



Easy-to-use user interface helps your department operate efficiently

NM 830

INNOVATION WITH SCALABILITY FOR GROWTH



SPECT's ability to reveal physiologic and metabolic change gives you a unique tool for diagnosing and treating patients. It's this ability to make visible what could normally be invisible that enables true discovery in nuclear medicine. Whether you're looking for your first nuclear medicine camera or you need one to handle overflow from your rising patient volume, NM 830 is our SPECT-only system designed to grow with your practice with a lower initial investment.



Provide shorter, more tolerable exams for greater patient comfort with Evolution technology⁴



Diagnose disease earlier with SwiftScan SPECT's improved small lesion detectability¹

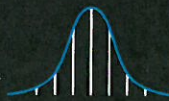
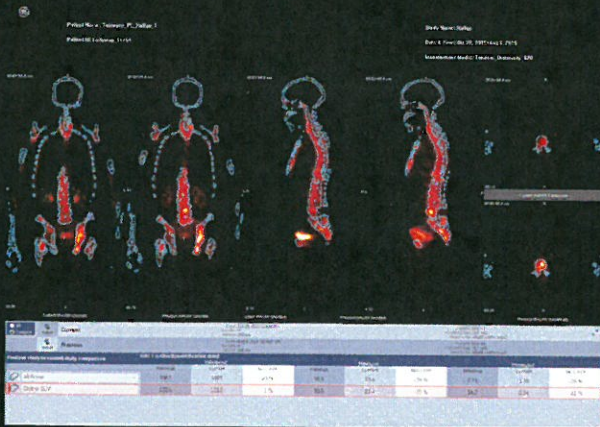


Enable reduction of dose or scan times by up to 25 percent with the increased sensitivity of SwiftScan Planar and SwiftScan SPECT²

Xeleris 4 DR

INFORM YOUR DECISIONS WITH MEASURABLE RESULTS

Xeleris 4 DR is the next generation of our proven workstation for nuclear medicine. In the past, Xeleris led the way with mobilized capabilities that gave you accessible, easy-to-use tools to enhance productivity. Xeleris 4 DR delivers modern, quantitative applications for nuclear medicine; applications like the all-new Q.Volumetrix MI, which gives you the certainty of absolute quantitation in customizable, easy-to-read reports across multiple care areas.



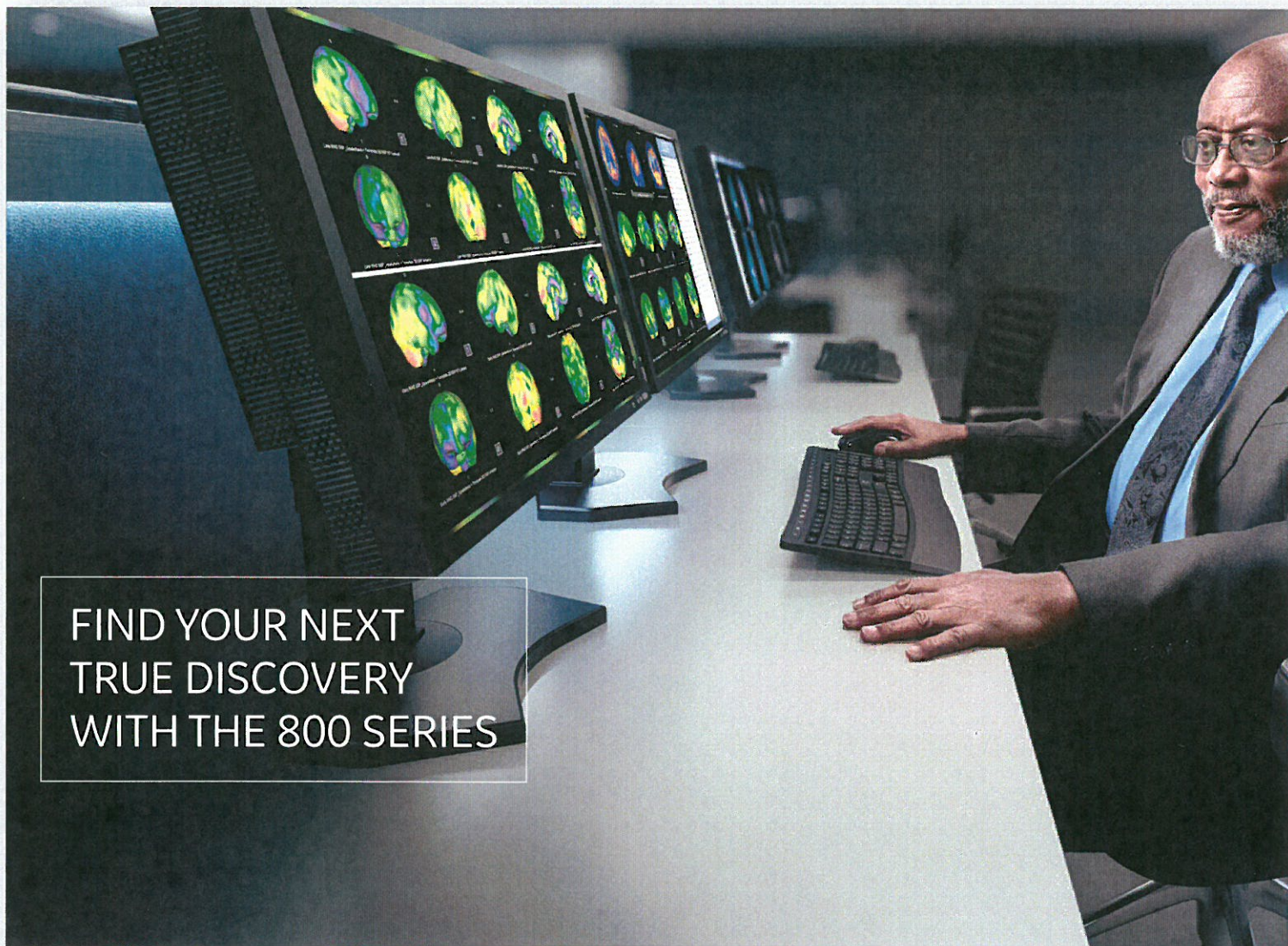
Measure treatment response with empirical values with Q.Volumetrix MI



Save up to 31 percent of your clinicians' time with a streamlined workflow and reduce "clicks" by 37 percent on average with Q.Volumetrix MI



Keep patient information secure with a collection of security enhancements



FIND YOUR NEXT
TRUE DISCOVERY
WITH THE 800 SERIES

The true potential of nuclear medicine is its ability to enable a true discovery. A true discovery is different, because it provides reproducible evidence that reveals a greater truth about the human body. A truth that has the ability to not only change the life of one patient, but to transcend an individual to benefit all patients.

Everything we do is with the purpose of providing you with the tools you need to go in search of true discovery. In nuclear medicine, this means a commitment to making it more accessible and increasing the value of its results to referring physicians. The result of this commitment is the 800 Series. A wide array of nuclear medicine technologies designed to help you start delivering better patient outcomes.



- ¹ As demonstrated in phantom testing using a model observer. For SPECT, compared to using the LEHR Collimator and a SPECT Step and Shoot acquisition. For Planar, compared to using LEHR without Clarity 2D.
- ² Compared to LEHR collimator, with Step & Shoot scan mode (for SPECT) / without Clarity 2D (for Planar). As demonstrated in phantom testing using a bone scan protocol, Evolution processing (for SPECT), and a model observer. Because model observer results may not always match those from a human reader, the actual time/dose reduction depends on the clinical task, patient size, anatomical location and clinical practice. A radiologist should determine the appropriate scan time/dose for the particular clinical task.
- ³ In clinical practice, the use of NM/CT 870 CZT may improve lesion detectability depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and a physicist should be made to determine the appropriate dose or scan time to obtain diagnostic image quality for the particular clinical task.
- ⁴ In clinical practice, Evolution options⁴⁴ (Evolution for Bone, Evolution for Cardiac, Evolution for Bone Planar) and Evolution Toolkit⁴⁶ are recommended for use following consultation of a Nuclear Medicine physician, physicist and/or application specialist to determine the appropriate dose or scan time reduction to obtain diagnostic image quality for a particular clinical task, depending on the protocol adopted by the clinical site.
- ⁴⁴ Evolution Options - Evolution claims are supported by simulation of count statistics using default factory protocols and imaging of ^{99m}Tc based radiotracers with LEHR collimator on anthropomorphic phantom or realistic NCAT - SIMSET phantom followed by quantitative and qualitative images comparison.
- ⁴⁶ Evolution Toolkit - Evolution Toolkit claims are supported by simulation of full count statistics using lesion simulation phantom images based on various radiotracers and collimators and by showing that SPECT image quality reconstructed with Evolution Toolkit provide equivalent clinical information but have better signal-to-noise, contrast, and lesion resolution compared to the images reconstructed with FBP / OSEM.

GE Healthcare is a leading provider of medical imaging, monitoring, biomanufacturing, and cell and gene therapy technologies. GE Healthcare enables precision health in diagnostics, therapeutics and monitoring through intelligent devices, data analytics, applications and services. With over 100 years of experience and leadership in the healthcare industry and more than 50,000 employees globally, GE Healthcare helps healthcare providers, researchers and life sciences companies in their mission to improve outcomes for patients around the world. Follow us on Facebook, LinkedIn, Twitter and The Pulse for latest news, or visit our website www.gehealthcare.com for more information.

Imagination at work

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JB62711XX

Attachment B

CMC SPECT-CT Volume
(CMC, 4th Floor, Room 041151)

Month	Volume
Sep-18	46
Oct-18	62
Nov-18	64
Dec-18	55
Jan-19	51
Feb-19	76
Mar-19	46
Apr-19	61
May-19	92
Jun-19	69
Jul-19	61
Aug-19	68
Total	751

Attachment C



August 9, 2019
 Quote Number: **2006206580.1**
 Customer ID: **1-25JJ8D**
 Agreement Expiration Date: **11/5/2019**

Carolinas Medical Center
 1000 Blythe Blvd
 Charlotte, NC 28203-5812

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:	CSS-GEHC MVA July 15 2011
Terms of Delivery	FOB Destination
Billing Terms	100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms	Net Due in 60 Days
Total Quote Net Selling Price	\$793,025.85
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.

Carolinas Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

Signature: Herb Klann

Title: Imaging Account Manager

Date: August 9, 2019



August 9, 2019
 Quote Number: **2006206580.1**
 Customer ID: **1-25JJ8D**
 Agreement Expiration Date: **11/5/2019**

To Accept This Quotation

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

Name: Herb Klann

Email: herb.klann@ge.com

Phone: 724-504-8778

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

Carolinas Medical Center

Addresses:

Bill To: CAROLINAS MEDICAL CENTER

PO BOX 32861, ATTN: RON PADGETT, CHARLOTTE, NC, 28232

Ship To: CAROLINAS MEDICAL CENTER

1000 BLYTHE BLVD, CHARLOTTE, NC, 28203-5812

To Accept This Quotation

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

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

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

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

Line	Qty.	Catalog	
1	1.00	S3906AC	NM/CT 870 DR 3-8 inch Detector

NM/CT 870 DR is a premium hybrid SPECT/CT imaging system. It is an all-purpose, dual-detector, free-geometry integrated nuclear imaging camera that features the advanced all-digital Elite NXT detector technology, slim gantry, touch-ruler positioning, and acquisition station, now combined with the high-performance Optima* CT540 system.

Elite NXT detectors feature 3/8" or 5/8" detectors for all-purpose nuclear imaging.

SmartConsole provides automated processing, connectivity, and user collaboration tools, for enhanced workflow and accessibility.

The Evolution for Bone SPECT Camera License enables the acquisition of Evolution for Bone SPECT data sets on 800 series cameras.

The Evolution for Bone SPECT algorithm models the collimator-detector response, improves Bone SPECT resolution, signal to noise ratios and reduces noise variability. Evolution for Bone SPECT enables improved resolution of bone SPECT studies acquired over

standard acquisition time or non-inferior image quality with up to 50% reduction in count density, achieved by either imaging at ½ acquisition time or injecting with ½ dose (or any combination of the two) when compared to standard bone SPECT imaging protocols. The Evolution for Bone reconstruction is an additional module within the Q.VolumetrixMI application.

The Evolution for Planar Bone Camera License enables the acquisition of Evolution for Planar Bone data sets on the 800 series cameras. The Evolution for Planar Bone includes a noise reduction algorithm that preserves the finest structures in the image using

well-suited pixel size and optimal energy window settings. This Adaptive Structure Matching Non-Local Filter enables improved planar image quality for the same scan time, shorter planar scan time while preserving image quality, or reduced injected dose

with the same scan time while preserving image quality. The Evolution for Planar Bone reconstruction is an additional module

within the Whole Body Bone and Spots Review application.

The Evolution for Cardiac Camera License enables the acquisition of Evolution for Cardiac data sets on the 800 series cameras. The

Evolution for Cardiac resolution recovery algorithm models the collimator-detector response, improves cardiac SPECT resolution,

signal to noise ratios and reduces noise variability. Evolution for Cardiac provides non-inferior image quality with up to 50%

reduction in count density, achieved by either imaging at ½ the acquisition time or injecting with ½ the dose (or any combination of

the two) when compared to standard MPI protocols. The Evolution for Cardiac reconstruction is an additional module within the

Myovation application.

The Evolution Tool Kit Camera License enables the acquisition of Evolution Tool Kit data sets on the 800 series cameras. The

Evolution Tool Kit is a package enabling improved resolution and reduced noise for SPECT studies of Tc99m, I123, In111 and Ga67

by using the Evolution reconstruction technique with resolution recovery. Compared to standard FBP or iterative reconstruction,

Evolution Tool Kit can enable improved visual clarity. Evolution Tool Kit includes Poisson and Angular re-sampling tools to for

imaging simulation of various levels of count densities to test the impact of time or dose reduction on image quality. Evolution

Tool Kit reconstruction is an additional module within the Q.VolumetrixMI application.

NM/CT 870 DR is Digital Ready. The system's modular design enables an in-field upgrade to a CZT-based technology from the

current NaI/PMT detector design. Such investment protection allows future access to the latest digital technology to expand

Nuclear Medicine applications and research opportunities, without a need to fully replace the hybrid system and also to facilitate

capital planning.

The Optima CT540 features a 16-slice CT configuration with optional 32-slices overlapped reconstruction in axial scanning mode,

with short-geometry, Performix Plus X-Ray Tube, 6.3 MHU Tube anode heat storage capacity, maximum power of 53.2 kW and the

HiLight Matrix detector with Volara DAS and other advanced OptiDose* dose management features for exceptional CT image

quality and low dose to patients.

Line	Qty.	Catalog	
2	1.00	H2506TC	600 Series MEGP Collimators with Cart

NM 600 Medium Energy General Purpose Collimators includes two collimators and a dedicated collimator cart

Line	Qty.	Catalog	
3	1.00	H3909AD	NM800 LEHRS coll with cart

NM 800 Low Energy High Resolution and sensitivity Collimators includes two collimators and a dedicated collimator cart.

Line	Qty.	Catalog	
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4 1.00 H3100PE QC Point Source Holder

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

Line	Qty.	Catalog	
5	1.00	H3100PF	QC Flood Source Holder Kit

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

Line	Qty.	Catalog	
6	1.00	H3602SL	QA COR Source Holder

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

Line	Qty.	Catalog	
7	1.00	H3100PL	QC Bar Phantom

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

Line	Qty.	Catalog	
8	1.00	H3100NP	Straps & Pads kit

Long table pad and straps

Line	Qty.	Catalog	
9	1.00	H3100NW	Axial Head Holder

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

Line	Qty.	Catalog	
10	1.00	H3100TZ	600 Series Flat Floor Plate

A streamlined floor plate designed to facilitate collimator exchange on the NM 600 series cameras to aid hospital bed and stretcher imaging.

Line	Qty.	Catalog	
11	1.00	H2506KR	NORAV Integrated ECG Gating

NORAV ECG GATING FOR D630

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

Line	Qty.	Catalog	
12	1.00	H3100PG	600 Series Pallet Extender

The patient pallet extender for NM 600 Series products can be used to extend the table top for multi-FOV SPECT, SPECT/CT and whole body studies to take advantage of the full scan range capabilities. Length is 600mm; Width is 391mm; 300mm extension
 Note - The use of the extender requires more space between the camera and the back wall of the scan room. Consult with GE Healthcare project manager for minimum room size requirements.

Line	Qty.	Catalog	
13	1.00	H2506TR	600 Series Detector Removal

Detector dismount for shipment of system without detectors attached, must be reassembled in final location

Line	Qty.	Catalog	
14	1.00	B7888WF	Wide View SW option

WideView is an exciting new option available for GE CT systems. WideView increases the display field of view from 50 cm to 70 cm. This is a dramatic 41% increase that will allow clinicians to see more anatomical information as well as the complete skin surface for improved radiation therapy simulation and planning.

Pre-requisite: Xstream Console

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

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

All new GE 64-slice and greater CT scanners, and virtually all of the 16-slice CT scanners that GE Healthcare sells are qualified for this screening option. This solution is also available to thousands of qualified GE CT scanners currently in use, increasing access to 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	H3100YT	UPS fixtures for 480V UPS for D670

A set of cables and components required for use with E4502JJ Eaton 6 kVa UPS - for DLX and DX Digital X-Ray system consoles and Nuclear products that provide partial emergency backup power supply for completion of NM scans and gantry motion.

Line	Qty.	Catalog	
17	1.00	B7999ZA	2 Phase Uninterruptible Power Supply

Uninterruptible Power Supply

Exide Uninterruptible Power Supply. Custom Designed Firmware to Interconnect with LightSpeed Pro, LightSpeed RT, Optima and BrightSpeed Systems.

The UPS Primarily Backs Up the System Computer Functions. Bridges Short Power Outages and Provides Time for Crossover from Normal Main Power to Emergency Power.
 Must be Located Within Eight Feet of the PDU.

Line	Qty.	Catalog	
18	1.00	R12023AC	Standard Service License

GE Healthcare has reclassified its service tools, diagnostics and documentation into various classes (please refer to the Service Licensing Notification statement at the beginning of this Quotation). The Standard License provides access to service tools used to perform basic level service on the Equipment and is included at no charge for the warranty period.

Line	Qty.	Catalog	
19	1.00	E4502JJ	6 KVA UPS for Nuclear Medicine

FEATURES/BENEFITS

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

SPECIFICATIONS

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

- Frequency: 45-65 Hz

COMPATIBILITY

- Maxxus NM

Line	Qty.	Catalog	
20	1.00	E8500NB	Patient Arm Support System for Nuclear, PET/CT, MRI

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

Line	Qty.	Catalog	
21	1.00	E8500NC	Patient Leg Rest for Nuclear, PET/CT, MRI

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

Line	Qty.	Catalog	
22	1.00	W0302NM	TIP SPECT/CT System Training Program This training program is designed for customers purchasing a GEHC SPECT/CT system.

TIP SPECT/CT System Training Program This training program is designed for customers purchasing a GEHC SPECT/CT system. 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 12 days)

Virtual Inclusions may include:

Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour
 Answerline Support-Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLin button on the imaging console

Tip Virtual Assist-Direct interactive access to a GEHC expert for enhanced support.

On Demand courses-On healthcare learning system. Self-paced courses and webinars (CE and non-CE).

Onsite training days will be mutually agreed upon, but generally will not exceed 17 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.



August 9, 2019
Quote Number: **2006206580.1**
Customer ID: **1-25JJ8D**
Agreement Expiration Date: **11/5/2019**

Total Quote Net Selling Price: \$793,025.85



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. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

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

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

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

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

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

11. **Nuclear Imaging Uptime Commitment.** GE Healthcare will provide an uptime commitment during warranty for nuclear imaging Equipment (excluding peripherals) if Customer provides GE Healthcare with: (i) access to the nuclear imaging Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to the nuclear imaging Equipment. The "Uptime Commitment" for nuclear imaging Equipment is 95%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

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

<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 nuclear imaging Equipment. "Downtime" is the number of hours during which the nuclear imaging Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE Healthcare that the nuclear imaging Equipment is inoperable and unavailable for use due to GE Healthcare's design, manufacturing, material or performance failure ("Critical Malfunction"). Downtime ends when the nuclear imaging Equipment is available for clinical use. To be eligible for the Uptime Commitment, Customer must maintain a performance log that includes data required to calculate Downtime.

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

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

13. Software as a Service Terms.

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

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

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

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

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

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

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

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

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

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

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



1. Warranty.

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

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

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

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

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

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

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

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

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

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

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

4. Exceptions to Standard Warranty.

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

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

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

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

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

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

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

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

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

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

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

GE OEC Refurbished C-Arms: 1 year after installation

HealthNet Lan, Advantage Review — Remote Products: 3 months

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

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

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

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

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

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

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

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

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

Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and 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

Attachment D

GE Healthcare
PO Box 414
Milwaukee, WI 53187

August 7th, 2019

Chris Hollar
Manager, Capital Acquisitions
Materials Resource Management
Atrium Health
Office: 704-512-7247

RE: 2007 Siemens Symbia T6 #1198

Dear Chris,

Thank you for allowing General Electric Healthcare (GEHC) the opportunity to earn your business. Atrium Health (AH) / Carolinas Medical Center (CMC) is a valued customer and we truly appreciate the partnership we share.

The purpose of this letter is to inform you that General Electric Healthcare will be responsible for removing your existing 2007 Siemens Symbia T6 #1198 as part of your upcoming GE Nuc Med purchase and estimate the de-installation and removal will be completed at no additional charge to AH. AH will be responsible for the cost of any scan room construction, renovation, clearing the rig path, rigging costs, and opening the Lab room access panel. We will work closely with your facilities planning department to insure proper timing of the de-installation. The system will be de-installed, removed, and shipped by our GE team to our Goldseal business in Waukesha, WI. We understand and confirm that this unit may not be returned to the State of North Carolina without proper authorization from the North Carolina Certificate of Need (CON) section of DHSR.

Thank you again for the opportunity to earn your business. If you have any additional questions, feel free to call me at any time.

Sincerely,

-Herb

Herb Klann
Account Manager, GE Healthcare
Diagnostic & Interventional Imaging

M 724-504-8778
Herb.Klann@GE.com

Attachment E

PROPOSED TOTAL CAPITAL COST OF PROJECT

Project name: CMC Main Nuclear Medicine SPECT CT Replacement
Provider/Company: Atrium Health

(1) Purchase price of land	0
(2) Closing costs	0
(3) Site Preparation	0
(4) Construction/Renovation Contract	\$460,620.00
(5) Landscaping	0
(6) Architect/Engineering Fees	\$76,700.00
(7) Medical Equipment	\$852,503.00
(8) Non Medical Equipment	0
(9) Furniture	0
(10) Consultant Fees (CON Fees, Legal Fees)	0
(11) Financing Costs	0
(12) Interest During Construction	0
(13) Other (IS, Security, Internal Allocation)	\$101,350.00
(14) Total Capital Cost	\$1,491,173.00

I certify that, to the best of my knowledge, the above construction related costs of the proposed project named above are complete and correct.

T. McGraw

2/24/19

(Signature of Licensed Architect or Engineer)

DATE



Sales taxes have been included in these equipment costs. However, because Atrium Health is entitled to a sales tax refund under N.C. Gen. Stat. § 105-164.14(b) and 105-467, the sales tax that Atrium Health initially incurs for this medical equipment purchase will be refunded to Atrium Health, and thus will reduce the capital costs that Atrium Health actually incurs for the equipment by \$ 59,477.00.