



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

MARK PAYNE • Director, Division of Health Service Regulation

February 14, 2020

Kristy Hubard  
2131 S. 17<sup>th</sup> Street  
Wilmington, NC 28401-7407

**Exempt from Review – Replacement Equipment**

**Record #:** 3211  
**Facility Name:** New Hanover Regional Medical Center  
**FID #:** 943372  
**Business Name:** New Hanover Regional Medical Center  
**Business #:** 1308  
**Project Description:** Replace existing CT scanner  
**County:** New Hanover

Dear Ms. Hubard:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of February 4, 2020, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the GE Revolution EVO Gen 2 ES CT scanner to replace the GE BrightSpeed Elite 16 CT scanner, serial number 10228CY5. 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

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

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separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,



Tanya M. Saporito  
Project Analyst



Martha J. Frisone  
Chief

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

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NR 3211



February 4, 2020

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

RE: Request for No Review Determination for Replacement of Equipment / Brunswick County

Dear Ms. Frisone:

Pursuant to 10A NCAC 14C.0202, New Hanover Regional Medical Center ("NHRMC") intends to replace a computed tomography (CT) machine and requests a determination that such replacement is exempt from review because it falls within the definition of NCGS § 131E-184 (a)(7) and the regulations set out in 10A NCAC 14C.0303. The existing CT scanner at NHRMC Brunswick Forest H&D was installed in 2015, however the CT scanner was manufactured in 2006 and has reached the end of its useful life. The existing CT scanner will be traded-in to GE for a \$15,000 credit. There are no construction or renovation costs associated with this project.

#### CT Replacement

Site	Equipment to be Replaced	Trade-in of Existing	Total Project Cost
NHRMC Brunswick Forest H&D	GE BrightSpeed Elite 16	Y	\$403,696

#### Exemption from Review

Pursuant to NCGS § 131E-184(a): "The department shall exempt from certificate of need review a new institutional health service if it receives prior written notice from the entity proposing the new institutional health service, when notice includes an explanation of why the new institutional health service is required, for any of the following: ... (7) To provide replacement equipment."

NCGS § 131E-176(22a) defines "replacement equipment" as equipment that costs less than \$2,000,000 and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced.

#### Applicable Regulations

10A NCAC 14C.0303 defines "comparable medical equipment" as equipment that "is functionally similar and which is used for the same diagnostic or treatment purposes." Replacement equipment is comparable if:

- (1) it has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and

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

Replacement equipment is not comparable to the equipment being replaced if the replacement equipment is capable of performing procedures that could result in the provision of a new health service or type of procedure that has not been provided with the existing equipment.

### **Compliance**

NHRMC hereby certifies that:

1. The estimated project costs for the replacement of the existing CT scanner is less than \$2,000,000.
2. The replacement equipment will be purchased for the sole purpose of replacing comparable equipment currently in use, which will be traded in for disposal and removed from North Carolina. A comparison of the existing and replacement equipment is provided in Exhibit A.
3. The replacement equipment is functionally similar to existing equipment and will be used for the same diagnostic and/or treatment procedures as the equipment currently in use.
4. No increase in charges will occur within the first twelve months after the replacement equipment is acquired.
5. The average cost per CT scan will not increase as a result of the equipment replacement.

### **Determination Requested**

NHRMC requests that the Division of Health Service Regulation make a determination that the replacement of the CT scanner, as proposed herein, does not constitute new institutional health services and is thus exempt from certificate of need review.

If you require additional information concerning this request, please contact me at 910-667-5908.

Sincerely,



Kristy Hubbard  
Chief Strategy Officer  
New Hanover Regional Medical Center

Exhibit A - Existing/Replacement Equipment Comparison



**EQUIPMENT COMPARISON**

Exhibit A

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Equipment Location	NHRMC Brunswick Forest H&D	NHRMC Brunswick Forest H&D
Type of Equipment	CT	CT
Manufacturer	GE	GE
Model	BrightSpeed Elite 16	Revolution EVO Gen 2 ES
Serial Number	10228YC5	TBD at purchase
Date of Acquisition	June 2015	March 2020
Specify if Equipment Was/Is New or Used When Acquired	Used (Manufactured 2006)	New
Total Capital Cost of Project (Including Construction, etc.)	\$163,956	\$403,696
Total Cost of Equipment	\$163,956	\$403,696
Percent of Change in Patient Charges (by Procedure)	N/A	0%
Type of Procedures Currently Performed on Existing Equipment	Diagnostic CT scan	Diagnostic CT scan



January 29, 2020  
 Quote Number: **2006163970.6**  
 Customer ID: **1-23161C**  
 Agreement Expiration Date: **3/31/2020**

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

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

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

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

Governing Agreement:	Premier
Terms of Delivery	FOB Destination
Billing Terms	80% delivery / 20% Installation
Payment Terms	Due On Receipt-30 Days
Total Quote Net Selling Price	\$403,696.00
Sales and Use Tax Exemption	No Certificate on File

**INDICATE FORM OF PAYMENT:**

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

- Cash\*
- Lease
- GE HEF Loan
- If financing, please provide name of finance company: \_\_\_\_\_)

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

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

New Hanover Regional Medical Center

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

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

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

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

\_\_\_\_\_  
 Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

**Signature:** Pete Swyt

**Title:** Imaging Account Manager

**Date:** January 29, 2020



January 29, 2020  
 Quote Number: **2006163970.6**  
 Customer ID: **1-23161C**  
 Agreement Expiration Date: **3/31/2020**

**To Accept This Quotation**

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

**Name: Pete Swyt**  
**Email: peter.swyt@ge.com**  
**Phone: 843-810-0935**  
**Fax:**  
**Name: Jim Benecki**  
**Email: jim.benecki@ge.com**  
**Phone: (615) 390-3634**  
**Fax: (910) 401-1049**

**Payment Instructions**

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

**GE Precision Healthcare LLC**  
**P.O. Box 96483**  
**Chicago, IL 60693**  
  
**FEIN: 83-0849145**

**New Hanover Regional Medical Center**

**Addresses:**

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

**To Accept This Quotation**

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

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

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

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

Line	Qty.	Catalog	
1	1.00	Y0000LC	Pricing Non-Disclosure Language

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

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

Line	Qty.	Catalog	
2	1.00	S7880BL	Revolution EVO Gen 2 ES

Today's healthcare environment is about creating new solutions to pressing needs. It's about understanding how one CT exam can improve patient outcomes while lowering the cost of providing care. Revolution EVO is designed with the purpose of operating in this new reality, while anticipating the challenges of tomorrow. It is designed to support the widest variety of patients and applications, from complex trauma or cardiac cases, to large patient backlogs in busy emergency departments that strain workflows and resources. The design of Revolution EVO is made for institutions that are unable to sacrifice advanced capabilities such as high resolution for daily productivity. It is well suited for those who need to provide the lowest dose possible. And it provides options to expand your referral physician base and the services you provide to your community.

Revolution EVO is designed for you.

Revolution EVO is the next generation volume CT with a compact design and advanced technologies enabling you to see fine anatomical details, providing a pathway to a quick, confident diagnosis and delivering improved image quality across the entire body. Diagnostic images at the right dose add up to great care. Our innovative iterative reconstruction technologies are designed to reduce noise levels, improve low-contrast detectability and reduce dose for all patients. Additional Smart Dose technologies like organ dose modulation and XR-29 capabilities help you monitor, measure and manage your dose delivery.

Often the only thing you can predict about your workday is how unpredictable it will be. Revolution EVO is designed to help you manage this unpredictability - quickly and compassionately. Revolution EVO Smart Flow technologies are designed to help you improve productivity by streamlining user workflow and access to information, enabling you to perform more studies in less time and manage your patient flow up to 40% more efficiently. Revolution EVO is designed to help you compete in your market by helping to manage the health of your patient population today with precision, efficiency and the right dose.

**Clarity Imaging Chain**

Completely redesigned and uniquely patented imaging chain design integrates the data acquisition system directly with the photo diode reducing the size of this integrated system by 75%, improving signal to noise by 44% and power consumption by 50% compared to previous systems. The Performix 40 Plus tube delivers exceptional performance. The new liquid bearing and dual focal spot design improves precision.

Clarity Imaging Chain provides the following:

- 40 mm of coverage @ 1.25 mm slices
- Cable free between ASIC and Diode, and has a capability to reduce electric noise.
- Up to 90% less heat compared with previous GE technology
- Improved signal to noise up to 44% compared with previous GE technology
- Optimized collimator to reduce scatter dose, noise and artifacts.
- Performix40 Plus X-ray tube provides less focus movement.

**ASiR**

ASiR iterative reconstruction technology may enable reduction in pixel noise standard deviation (a measurement of image noise). The ASiR algorithm may allow for reduced mA in the acquisition of images, thereby reducing the dose required. ASiR iterative reconstruction technology also may enable improvement in low contrast detectability. In clinical practice, the use of ASiR may

reduce CT patient dose depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task.

#### Smart Technologies

##### Smart Dose

Intelligent technology designed to help you acquire high-quality images using lower doses of radiation, contributing to more accurate diagnoses and lower exposures for patients. Includes dose management tools such as:

- Organ Dose Modulation (ODM): ODM provides a reduction of radiation dose via X-ray tube current modulation for sensitive tissues, such as breasts or eyes.
- Compliant with the NEMA XR 25, and XR 29 standards
- Adult and Pediatric reference protocols
- Dose Check - Patient pre-scanning monitoring and alerts. Receive notifications and alerts if your predetermined dose levels will be exceeded. You can correct and confirm the right settings before scanning to avoid unnecessary radiation dose to your patient. Dose check is based on standard XR 25-2010 published by The Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA).
- Dose Reporting: CTDIvol, DLP, Dose Efficiency are displayed to the user during scan prescription and at the end of the exam. The CTDIvol, DLP, and Phantom size used to calculate dose is automatically saved once the user selects End Exam.
- DICOM Structured Dose Report generates a CT Dose Report, which can enable tracking of dose (CTDIvol and DLP) for the patient by the hospital radiation tracking system.
- 3D mA Modulation utilizing SmartmA and AutomA: 3D mA Modulation allows you to personalize protocols and optimize dose for every patient – large and small. During the patient scan, in real-time, these automatic exposure controls, modulate dose in 3D helping you deliver consistent image quality because it automatically accounts for the changing dimensions of your patient's anatomy. 3D mA modulation acquisitions may reduce dose compared with fixed mA acquisitions. Auto mA modulation is designed to optimize the dose for the user prescribed noise index. Its effect on dose depends on the patient body habitus, and prescribed noise setting.
- Dynamic Z-axis tracking: Dynamic Z-axis tracking provides automatic and continuous correction of the x-ray beam shape to block unused x-ray at the beginning and end of a helical scan to reduce unnecessary radiation.
- DoseWatch Explorer Web based dose management solutions: Analyze, identify, and optimize patient dose. Track and monitor patients' cumulative radiation dose over time and take steps to prevent excessive radiation dose. DoseWatch Explore is an introductory dose management software application that provides you secure access, via any PC with internet access, to dose and protocol data from this system. An InSite connection to the system and completion of the registration process is required to use the DoseWatch Explore application. For US and Canadian Customers, this quotation includes access to the DoseWatch Explore application for a period concurrent with the system warranty.

##### Smart Flow

Designed to help you improve productivity and patient experience by streamlining your workflow and access to information. Smart Flow technologies:

- Silent design of Revolution EVO gantry allows significant reduction of audible noise compared with previous GE technology.
- Xstream display is a multi-purpose touch LCD screen on the Revolution EVO gantry. Xstream display can show the user basic patient information as well as enable advanced capability of One Stop ED mode and instructional or distraction videos. The user can confirm patient information in the scan room and improving workflow with preset positioning (default patient positioning) on the gantry display.
- Fast, hands-free patient positioning: Default Patient Positioning provides user friendly positioning. After patient is positioned on the table, the operator touches the selects the anatomical reference on the Xstream display. The table is transferred to that anatomical reference simply by the foot pedal has been pressed by the user.
- One stop scanning mode: Revolution EVO's exceptional one stop scanning mode provides a streamlined workflow on the Xstream display. From the Xstream display at the gantry the user can: 1. select the patient from the worklist, 2, Select the appropriate protocol, 3, Confirm the firm the 1st within the selected protocol. All without having to leave the patients side.
- Image Check - Real-time reconstruction during the scan: With Image Check, up to 55 images are reconstructed and available per second. Reconstructing images in real time helps you focus solely on the well being and diagnosis of your patient.
- Instructional or Distraction videos are to assist the user in explaining the CT examination to patients. This is very useful when the user and patient do not speak the same language. Distraction videos are for young patient to help keep them distracted during

exam prep and scanning. Additionally, the Movie Change feature allows you to upload your own video

- 10 PMR's, for trauma patients, when the extent of the injuries is unknown, you can prospectively prescribe up to 10 multiphase reconstructions and easily prioritize which one you need first.
- GE's protocol management is improved with the addition of a workflow improvement feature, which allows easy configuration of back to back axial or helical scans of the same anatomy at two different X-ray energies (kVp's). To further improve registration accuracy, patient immobilization may be utilized. The acquired dual energy data can be post-processed on the console or AW workstation using the Add/Sub function to gain additional clinical information.
- IQ Enhance pitch booster - Scan a chest in as fast as two seconds with 175 mm/sec acquisition speed to help shorten patient breath-holds while maintaining image quality. Requires 0.35 second rotation speed capability to achieve 175mm/sec.
- Adaptive Enhance Level Adjustment (AELA) may improve visual spatial resolution while maintaining pixel noise standard deviation and artifact.
- Direct MPR with Auto-Batch feature, affording automatic real-time direct reconstruction and transfer of fully corrected multi-planar images, also allows users to move from routine 2D review to prospective 3D image review of axial, sagittal, coronal, and oblique planes while enabling automated protocol-driven batch reformats to be created and networked to their desired reading location.
- Exam Split
- Volume Viewer on console

#### Scan modes

##### Helical:

- Helical Scan Speeds: Full 360° rotational scans: 0.7, 0.8, 0.9, 1.0 second (Optional 0.35, 0.4, 0.5, 0.6)
- Helical Pitch (nominal): 0.516 to 1.531
- Cardiac Pitch: 0.16 to 0.325 (Optional cardiac packages required to enable cardiac pitch)
- Selectable kV: 80, 100, 120, 140
- Selectable mA: 10 to 400, 5 mA increments
- Reconstruction Algorithms: Soft Tissue, Standard, Detail, Chest, Bone, Bone Plus, Lung, Ultra, Edge, Edge Plus

##### Axial & Cine

- Scan Speeds: 0.7, 0.8, 0.9, 1.0, and 2.0 second full scans (360° acquisition). (0.35, 0.4, 0.5, 0.6 sec optional)
- Selectable kV: 80, 100, 120, 140
- Selectable mA: 10 to 400, 5 mA increments
- Scan Plane Geometry:  $\pm 30^\circ$  gantry tilt,  $0.5^\circ$  increments
- Reconstruction Algorithms: Soft Tissue, Standard, Detail, Chest, Bone, Bone Plus, Lung, Ultra, Edge, Edge Plus

#### System Components:

- Advanced slip ring design continuously rotates the generator, Performix 40 Plus tube, Clarity detector and data acquisition system around the patient.
- Aperture: 70 cm
- Maximum SFOV: 50 cm
- Tilt:  $\pm 30$  degrees, speed 1 degree/sec
- Multi-purpose LCD touch screen display with workflow features
- Integrated start scan button with countdown timer to indicate when x-ray will turn on.
- X-ray Tube
  - Performix\*40 Plus liquid metal bearing tube
  - Heat storage capacity: 7.0 MHU (Performix\*40 Plus)
  - Dual Focal Spots:
    - o Small Focal Spot: 0.7 (W) x 0.6 (L) Nominal Value; (IEC 60:193)
    - o Large Focal Spot: 0.9 (W) x 0.9 (L) Nominal Value; (IEC 60:193)
- High Voltage Generator: High Frequency on-board generator allows for continuous operation during scan.
  - 48 kW (72 kW Optional)
  - kV: 80, 100, 120, 140
  - mA: 10 to 400 mA, 5 mA increments (560 mA Optional)

#### Clarity HiLight Detector

- 64 slice system

- 40 mm Clarity HiLight Detector system is comprised of 54,272 individual elements with 20 mm of 0.625 mm slice coverage and 40 mm of 1.25 mm slice coverage. All data is acquired either as thin slice at 0.625 mm or as thicker slices at 1.25 mm with the ability of thicker slices for image reconstruction or processing.
- 98% absorption efficiency
- Clarity DAS (Data Acquisition System): The Clarity DAS dramatically reduces noise and improves image performance
  - 2,460 Hz maximum sample rate.
  - 861 - 1968 views per rotation

Revolution EVO computer system

- 2,100GB Disk (system, image, scan disks) stores up to 460,000 512x512 images and 3520 scan rotations at 64 slice mode or up to 1,500 scan data files, or up to 300 exams.
- Reconstruction speed with Standard reconstruction: Up to 55 frames per second with Image Check and Up to 35 frames per second in full 512 matrix

Warranty: The published Company warranty in effect on the date of shipment shall apply. The Company reserves the right to make changes.

General Electric Company reserves the right to make changes in specifications and features shown herein, or discontinue the product described at any time without notice or obligation.

Laser alignment devices contained within this product are appropriately labeled according to the requirements of the Center for Devices and Radiological Health.

Line	Qty.	Catalog	
3	1.00	B7880AB	VT1700 Table

The VT1700V patient table has the following features:

- Maximum table load: 500 lbs
- Horizontal speed: 1 – 175 mm/s
- Scannable range: 1,730 mm
- Scout scannable range: 1,600 mm
- Vertical range: 430 – 990 mm
- Elevation speed: 12.5 – 25.5 mm/s

Line	Qty.	Catalog	
4	1.00	B7660MR	CT Standard cable set

System standard cable set

Line	Qty.	Catalog	
5	1.00	B7590EN	English Keyboard Kit

English Keyboard Kit

Line	Qty.	Catalog	
6	1.00	B7810LW	0.5 sec VariSpeed Scanning option

This option adds the VariSpeed rotation speeds of 0.5 second and 0.6 second

Line	Qty.	Catalog	
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**7      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	
8	1.00	B7880MR	SmartMAR option

SmartMAR (Metal Artifact Reduction) software helps reduce photon starvation, beam hardening and streak artifacts caused by high Z materials in the body, such as hip implants.

The clarity of SmartMAR images is addressing the challenges posed by metal artifacts, helping clinicians accurately contour targets and critical organs.

MAR offers:

Exceptional image quality.

SmartMAR is based on the latest in GE Healthcare smart technology, which uses a novel three-step, sinogram-based iterative algorithm.

Streamlined workflow.

SmartMAR requires only one scan, making the process of obtaining a corrected image fast and efficient.

Dose conscious.

SmartMAR requires only one acquisition.

Patient comfort.

The efficient, single-scan process helps to reduce patient time inside the scanner.

Versatility.

SmartMAR is designed to enhance clarity across a range of images including scans of hip implants, dental fillings, screws and other metal objects.



Line	Qty.	Catalog	
9	1.00	B7880CH	Power Upgrade Option

The Power Upgrade Option upgrades the maximum allowable mA selection of the on-board high frequency generator by 40% from 400 mA max to 560 mA for routine scanning.

Line	Qty.	Catalog	
10	1.00	E8016AZ	CT Table Slicker with Cushion - 1700 Systems (2-pc Set)

**FEATURES/BENEFITS**

- Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover
- Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids
- Increase system uptime by protecting table from spills and particulate contaminants
- Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas

**COMPATIBILITY**

- VCT with GT 1700 Table, CT HD750

Line	Qty.	Catalog	
11	1.00	E8016BA	CT Footswitch Slicker - 2000 & 1700 Systems

The footswitch slicker for CT VCT 2000 and 1700 systems is made of durable, clear PVC plastic that protects the footswitch and facilitates faster, more thorough cleanup of contamination caused by blood and other body fluids. Cover is held securely in place with Velcro.

Line	Qty.	Catalog	
12	3.00	W0310ALL	TIP DAY OF APPLICATIONS TRAINING

A single day of applications training delivered at customer's site for any GE Healthcare Diagnostic Imaging system, Monday-Friday, 8am to 5pm. Customer will work with GE Healthcare to schedule appropriate times to deliver applications training. Training must be completed within 12 months from purchase.

Line	Qty.	Catalog	
13	1.00	R23053AC	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.

**Total Quote Subtotal: \$418,696.00**

Qty.	Credits and Adjustments	
1.00	BrightSpeed Elite (16) Trade-in	-15,000.00



GE Healthcare

January 29, 2020

Quote Number: **2006163970.6**

Customer ID: **1-23I6IC**

Agreement Expiration Date: **3/31/2020**

**Total Quote Net Selling Price: \$403,696.00**

### Optional Items

Please initial by net price in terms you wish to purchase

Catalog Number	Qty.	Description	Net Price	Initial
E8007PJ	1.00	OCS III Mounting Plate	\$520.00	_____

Catalog Number	Qty.	Description	Net Price	Initial
E80141KB	1.00	<b>MEDRAD Stellant FLEX CT OCS (85cm medium post-standard length) with Certegra Workstation and ISI900G CT communication kit - includes installation and one year warranty</b>	\$54,112.00	_____

Operational efficiencies in workflow and interoperability with Contrast Dose Management  
 Savings through the use of smaller, economical syringe with less environmental impact

Dual injector head on Overhead Ceiling Counterpoise  
 Syringe heat maintainer  
 Certegra Workstation with USB drive  
 DualFlow software  
 ISI-ready software to accept ISI900G integrated injector option†  
 Base control unit  
 22.8 m (75 ft) head extension cable  
 7.6m (25 ft) base to display cable  
 Power cord  
 Product information package  
 Operations manual  
 Installation, customer's operational training at time of installation, and one year full on-site warranty in Bayer service countries

Injection Specifications Flow Rate (range & increments):  
 0.1–10 mL/sec in 0.1 mL Increments  
 Volume (range & increments):  
 1 mL to Syringe Capacity in 1 mL Increments  
 Programmable Pressure Limit (psi/kPa):  
 150 mL and 200 mL Syringe: Choice of 50/345, 100/689, 150/1034, 200/1379, 225/1551, 250/1724, 300/2068, 325/2241  
 Scan Reminders:  
 0–300 Seconds (5 minutes) in 1 Second Increments  
 Pause:  
 1–900 Seconds (15 minutes) in 1 Second Increments  
 Hold  
 Maximum HOLD Time is 20 Minutes  
 Syringes (Volume capacity)  
 150 mL or 200 mL Sterile Disposable Syringe  
 Maximum Number of Phases: 6

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

This Trade-In Addendum ("Addendum"), effective on January 29, 2020, between the GE Healthcare business identified on the Quotation and **New Hanover Regional Medical Center** ("Customer"), is made a part of Quotation # **2006163970.6** ^ ("Quotation") and modifies it as follows:

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

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

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

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

E. Trade-In Equipment:

<u>Equipment/Vehicle Mfr</u>	<u>Model &amp; Description</u>	<u>Quantity</u>	<u>* ID / Serial #</u>	<u>Trade-In Amount</u>
	BrightSpeed Elite (16) Trade-in	1.00	BRUNSWICKCT	\$ -15,000.00

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

**New Hanover Regional Medical Center**

**GE Healthcare**

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

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

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

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

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

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

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

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

^ A Quotation number must be provided on this document.

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

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

## GPO Agreement Reference Information

Customer:	New Hanover Regional Medical Center
Contract Number:	Premier
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	Due On Receipt-30 Days
Shipping Terms	FOB DESTINATION

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

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

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

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

**Ultrasound:** PP-IM-271

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



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

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

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

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

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

**4. Commercial Logistics.**

**4.1. Order Cancellation and Modifications.**

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

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

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

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

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

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

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



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

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

#### 4.6. Acceptance.

4.6.1. Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE Healthcare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

4.6.2. Software Acceptance. Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("Software Test Period"). If the Software fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE Healthcare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "Go-Live Date" as defined in the Quotation.

4.6.3. Third Party Product Acceptance. Third Party Products are accepted 5 days after delivery.

4.7. Third Party Products and Services. If GE Healthcare provides Third Party Products and/or Services, then (i) GE Healthcare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE Healthcare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.

4.8. Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

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

### 5. **Security Interest and Payment.**

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

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

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

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

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

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

### 7. **General Terms.**

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

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

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

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

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

## 8. Compliance.

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

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

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

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

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

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

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

### 8.8. Use of Data.

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

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

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

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

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

## 9. Disputes, Liability and Indemnity.



9.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

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

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

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

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

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

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

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

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

**11. Position Emission Tomography ("PET") and Computed Tomography ("CT").** Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system.

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

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

<u>% Less than Uptime Commitment</u>	<u>Warranty Extension</u>
0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
> 13.0	6 weeks

Uptime is calculated as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**1. Warranty.**

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

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

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

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

1.5. Accessories and Supplies. Warranties for accessories and supplies are in GE Healthcare's catalog and at [www.gehealthcare.com](http://www.gehealthcare.com).

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

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

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

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

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

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

**4. Exceptions to Standard Warranty.**

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

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

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

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



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

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

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

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

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

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

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

**GE OEC Refurbished C-Arms:** 1 year after installation

**HealthNet Lan, Advantage Review — Remote Products:** 3 months

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

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

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

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

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

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

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

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

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

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

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

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

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

**CARESCAPE V100 and VC150 Vital Signs Monitors:** 2 years

**Exergen:** 4 years

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

**Microenvironment and Phototherapy consumable components:** 1 month

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

**Corometrics® Nautilus Transducers:** 2 years

**Lullaby Phototherapy System:** 3 years on lamp assembly

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

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

**Tec 7 Vaporizers:** 3 years

**Tec 6 Plus Vaporizers:** 2 years

## Waller, Martha K

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**From:** dlegarth@nc.rr.com  
**Sent:** Wednesday, February 5, 2020 11:59 PM  
**To:** Tanya, Saporito; Waller, Martha K  
**Cc:** 'Nancy O'Dacre'  
**Subject:** [External] Letters of Exemption  
**Attachments:** 2020 NHRMC Central Energy Plant.pdf; 2020 NHRMC Parking Lot.pdf; 2020 NHRMC CT Replacement and Quote.pdf

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

Hi Tanya,

Attached please find three New Hanover Regional Medical Center Letters of Exemption for your review.

**David Legarth**



**Mail Address:**  
P.O. Box 1936  
Apex, NC 27502

**FedEx/UPS Address:**  
108 Curley Maple Court  
Apex, NC 27502

**Phone:**  
(919)244-7609