NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

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

VIA EMAIL ONLY

March 10, 2020

Elizabeth V. Kirkman
Elizabeth.Kirkman@atriumhealth.org

Exempt from Review – Replacement Equipment

Record #:	**3238**
Facility Name:	Carolinas Medical Center
FID #:	943070
Business Name:	The Charlotte-Mecklenburg Hospital Authority
Business #:	1770
Project Description:	Replace existing PET 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 March 3, 2020, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(f). Therefore, you may proceed to acquire without a certificate of need the GE Discovery MI 15CM PET-CT scanner to replace the Siemens Biograph 6 PET-CT scanner. 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

Atrium Health

March 3, 2020

Ms. Martha Frisone, Chief
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
N.C. Department of Health & Human Services
809 Ruggles Drive
Raleigh, NC 27603

RE: Exemption Request for The Charlotte-Mecklenburg Hospital Authority ("CMHA") to Replace Positron Emission Tomography - Computed Tomography Equipment ("PET-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"), seeks to acquire a GE Discovery MI 15CM PET-CT system ("Replacement Equipment"). Please see Attachment A for a copy of CMC's current hospital license. The Replacement Equipment will replace CMC's current Siemens Biograph 6 PET-CT equipment ("Existing Equipment"). The Existing Equipment is currently housed in room 04M136 on the fourth floor of CMC's main hospital building located at 1000 Blythe Boulevard in Charlotte, NC 28203 (see Attachment B).

The purpose of this letter is to provide the Agency with notice and to request a determination that CMC's purchase of the Replacement Equipment is exempt from Certificate of Need ("CON") review under the replacement equipment exemption provisions contained in Session Law 2013-360, Section 12G.3(b) and Session Law 2013-363, Section 4.6 (which are codified at N.C. Gen. Stat. 131E-184(f)(1)-(3)).

The General Assembly has chosen to exempt certain, otherwise reviewable events from CON review. Among those exemptions is the acquisition of "replacement equipment," defined as follows in the CON law:

> "Replacement equipment" means equipment that costs less than two million dollars ($2,000,000) and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced.

See N.C. Gen. Stat. 131E-176(22a). Under the new provisions found at N.C. Gen. Stat. 131E-184(f)(1)-(3), the CON law provides:

> (f) The Department shall exempt from certificate of need review the purchase of any replacement equipment that exceeds the two million dollar ($2,000,000) threshold set forth in G.S. 131E-176(22) if all of the following conditions are met:

(1) The equipment being replaced is located on the main campus.
(2) The Department has previously issued a certificate of need for the equipment being replaced. This subdivision does not apply if a certificate of need was not required at the time the equipment being replaced was initially purchased by the licensed health service facility.
(3) The licensed health service facility proposing to purchase the replacement equipment shall provide prior written notice to the Department, along with supporting documentation to demonstrate that it meets the exemption criteria of this subsection.

See Session Law 2013-360, Section 12G.3(b) and Session Law 2013-363, Section 4.6. The term "main campus" was defined in Session Law 2013-360, Section 13G.3(a) (codified N.C. Gen. Stat. 131E-176(14n)) as follows:

(14n) "Main campus" means all of the following for the purposes of G.S. 131E-184(f) and (g) only:

a. The site of the main building from which a licensed health service facility provides clinical patient services and exercises financial and administrative control over the entire facility, including the buildings and grounds adjacent to that main building.
b. Other areas and structures that are not strictly contiguous to the main building but are located within 250 yards of the main building.

The Existing Equipment is currently located in room 04M136 on the fourth floor of CMC's main hospital building located at 1000 Blythe Boulevard, Charlotte, NC 28203, which is the site from which CMC provides clinical patient services and exercises financial and administrative control over the entire facility (see Attachment B). CMC's Facility Executive's office is located on the second floor of the main hospital building. Please see a copy of CMC's license in Attachment A.

In addition to the foregoing, to qualify for this exemption, the replacement equipment must be "comparable" to the equipment it replaces and the equipment being replaced must be "sold or otherwise disposed of when replaced." CMC's proposal qualifies for this exemption.

A. Cost of the Replacement Equipment

The purchase price of the Replacement Equipment is $2,064,993 ($1,920,924 PET-CT and supporting equipment + $144,069 Tax). Quotes for the Replacement Equipment and supporting equipment are provided in Attachment C. The projected total capital cost of the project is $2,786,864 (including taxes and freight) and includes the removal of the existing equipment and installation of the Replacement Equipment. The projected total capital cost of the project also includes removal and disposal of an existing nuclear medicine camera that is currently located in room 04M155. Due to structural implications, the nuclear medicine camera must be removed in order for this

wing of the hospital to accommodate the increased weight of the replacement PET-CT equipment. The total capital cost for the proposed project is provided in Attachment D.

B. Equipment Being Replaced is Located on the Main Campus

The Existing Equipment is currently located in room 04M136 on the fourth floor of CMC's main hospital building (see Attachment B). The Replacement Equipment will be relocated to vacant space in room 04M134 on the fourth floor of CMC's main hospital building (see Attachment B).

C. Certificate of Need Issued for Equipment Being Replaced

This proposal also fits within the exemption criterion in Section 131E-184(f)(2) because the Department previously issued an exemption request for the Existing Equipment (see Attachment E). The Existing Equipment was purchased in 2006.

D. Comparable Equipment

The CON rule codified as 10A N.C.A.C. 14C.0303 (the "Regulation") defines "comparable medical equipment" in subsection (c) as follows:

> "Comparable medical equipment" means equipment which is functionally similar and which is used for the same diagnostic or treatment purposes.

CMC intends to use the Replacement Equipment for substantially the same PET-CT procedures for which it currently uses the Existing Equipment. The Existing Equipment is a Siemens Biograph 6 PET-CT that was installed new in 2006. The Existing Equipment has been used for PET-CT procedures since installation.

The Replacement Equipment will perform all procedures currently performed on the Existing Equipment. Although it possesses some expanded capabilities due to technological improvements, the Replacement Equipment will perform the same PET-CT procedures (see Attachment F for the Equipment Brochure). The Replacement Equipment is therefore "comparable medical equipment" as defined in Subsection (c).

Furthermore, CMC does not intend to increase patient charges or per procedure operating expenses within the first 12 months after equipment acquisition. For further equipment comparison, please refer to Attachment G, the Equipment Comparison Chart.

Subsection (d) of the regulation further provides:

> (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 10.0 percent increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

The Replacement Equipment will meet all three of tests set out in Subsection (d). The Replacement Equipment satisfies the technology and functionality tests in Subsection (1) and (2) as discussed above and identified in the Comparison Chart (Attachment G). Moreover, CMC represents the use of the Replacement Equipment will not result in the types of expense or charge increases described in Subsection (d)(3).

Documentation provided in Attachment H indicates that 2,436 procedures were performed from January 2019 to December 2019 on the existing fixed equipment.

E. Disposition of Equipment

Please see Attachment I for a letter documenting the Existing Equipment will be taken out of service and will not be re-sold or re-installed in North Carolina without appropriate certificate of need approval.

CONCLUSION:

Based on the foregoing information, CMC hereby requests that the Agency provide a written response confirming that the acquisition of the Replacement Equipment described herein is exempt from CON review. If the Agency needs additional information to assist in its consideration of this request, please let us know.

Thank you for your consideration of this notice.

Sincerely,

Elizabeth V. Kirkman

Elizabeth V. Kirkman
Assistant Vice President
Atrium Health Strategic Services Group

Attachments

cc: Chan Roush, Vice President and Facility Executive, Carolinas Medical Center

Attachment A

State of North Carolina

Department of Health and Human Services
Division of Health Service Regulation

Effective January 01, 2020, this license is issued to

The Charlotte-Mecklenburg Hospital Authority

to operate a hospital known as

Carolinas Medical Center/Center for Mental Health

located in Charlotte, North Carolina, Mecklenburg County.

This license is issued subject to the statutes of the State of North Carolina, is not transferable and shall remain in effect until amended by the issuing agency.

Facility ID: 943070

License Number: H0071

Bed Capacity: 1211

General Acute 1055, Rehabilitation 13 , Psych 132, Substance Abuse 11,

Dedicated Inpatient Surgical Operating Rooms: 10
Dedicated Ambulatory Surgical Operating Rooms: 9
Shared Surgical Operating Rooms: 41
Dedicated Endoscopy Rooms: 12

Please note:
The # of ORs reflected here is incorrect. We are currently working with Licensure to address/fix it.

Authorized by:

Secretary, N.C. Department of Health and Human Services

Director, Division of Health Service Regulation

Attachment B

COLOR KEY - SITE

- EXISTING BUILDING
- PET/CT - 691 SF
- RENOVATION - 773 SF
- PROJECT UNDER CONSTRUCTION
- UNDERGROUND WALKWAY
- EXISTING BUILDING (TO BE DEMOLISHED)

SITE PLAN

Atrium Health

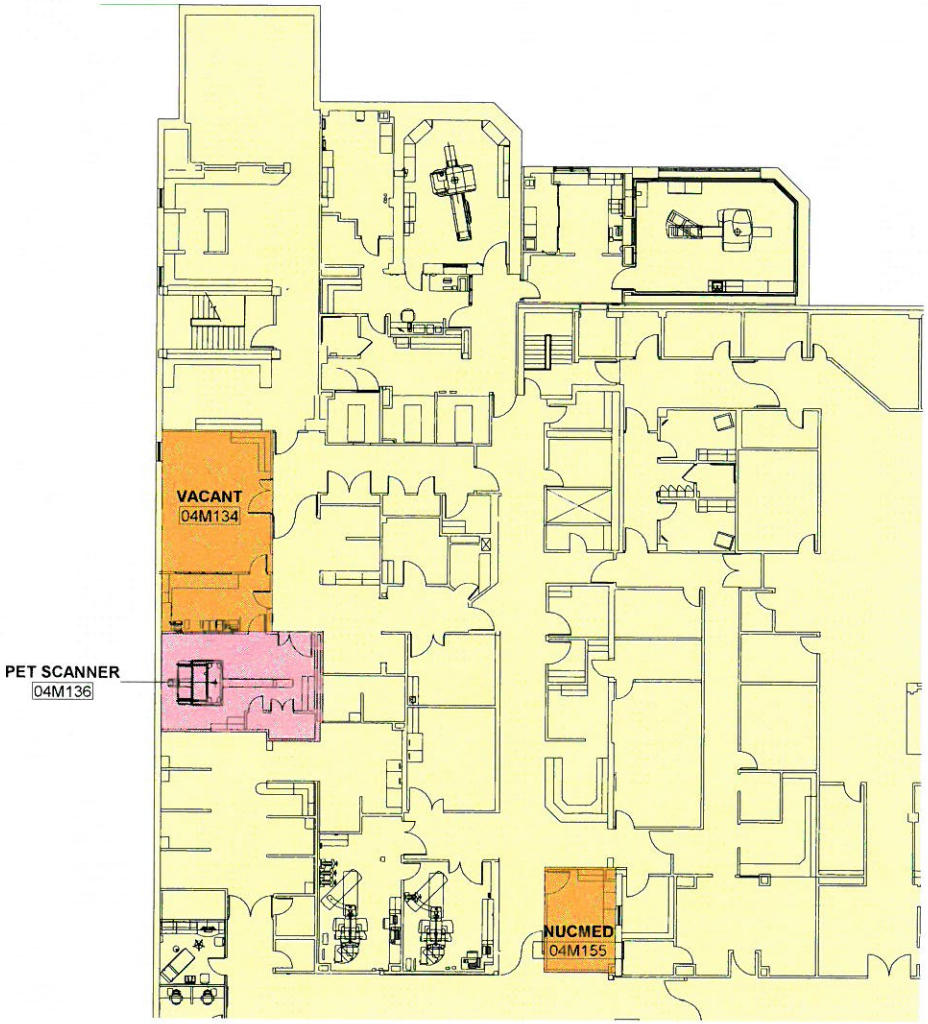
12/06/19

PET/CT Replacement

Carolinas Medical Center

COLOR KEY

- EXISTING BUILDING
- PET/CT
- RENOVATION



ENLARGED EXISTING LEVEL 04 FLOOR PLAN

PET/CT Replacement

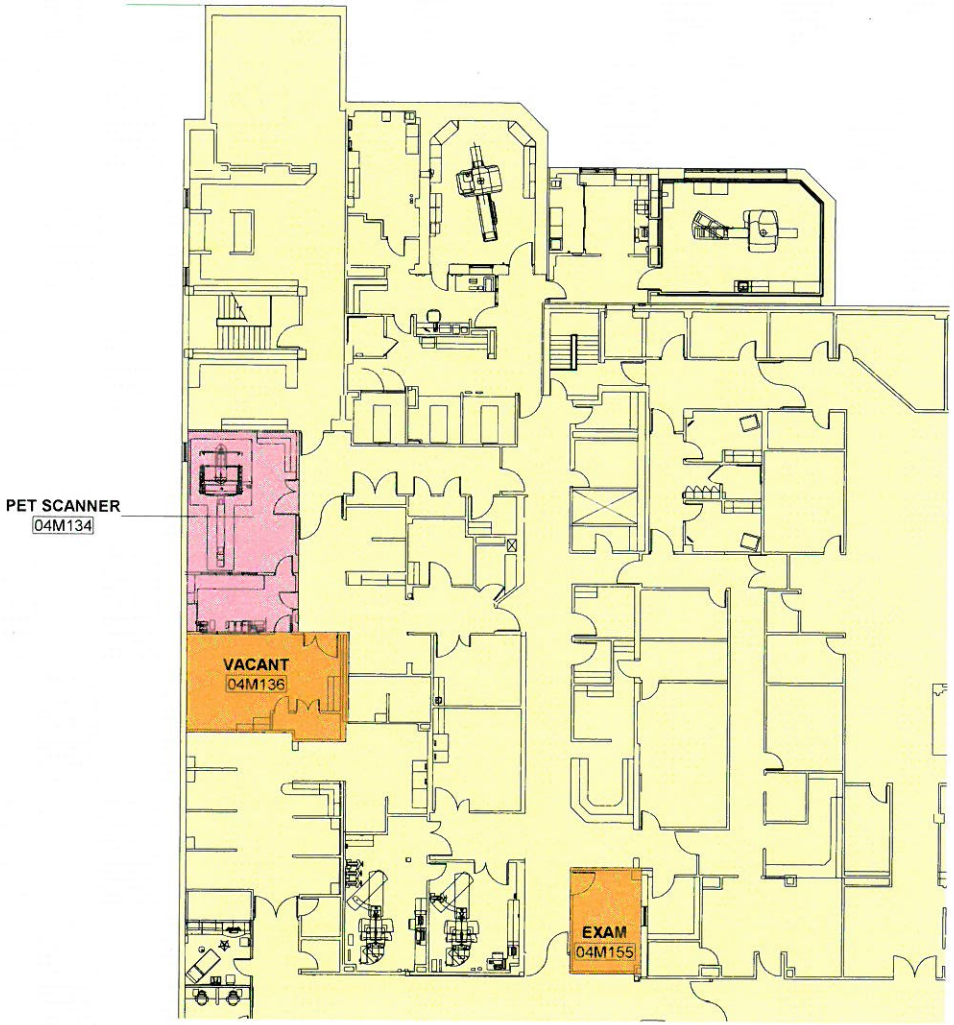
Atrium Health

12/06/19

Carolinas Medical Center

COLOR KEY - PROPOSED

- EXISTING BUILDING
- PET/CT
- RENOVATION



ENLARGED PROPOSED LEVEL 04 FLOOR PLAN

PET/CT Replacement

Atrium Health

12/06/19

Carolinas Medical Center

Attachment C

GE Healthcare

December 10, 2019
Quote Number: **2006206575.4**
Customer ID: **1-25JJ8D**
Agreement Expiration Date: **3/9/2020**

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	$1,899,000.00
Sales and Use Tax Exemption	No Certificate on File

INDICATE FORM OF PAYMENT:

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

___ Cash*
___ Lease
___ GE HEF Loan
___ If financing, please provide name of finance company: _____)

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

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

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: December 10, 2019

GE Healthcare

December 10, 2019
Quote Number: **2006206575.4**
Customer ID: **1-25JJ8D**
Agreement Expiration Date: **3/9/2020**

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)."

GE Healthcare

December 10, 2019
Quote Number: **2006206575.4**
Customer ID: **1-25JJ8D**
Agreement Expiration Date: **3/9/2020**

Line	Qty.	Catalog	
1	1.00	S9115CO	**Discovery MI 15CM**

Discovery MI is the next evolution in whole body PET/CT platforms, bringing clinically-relevant innovations in an evolutionary platform designed to open doors to new and advanced procedure possibilities in a non-invasive diagnostic imaging environment. Many of the subsystems have been reimagined to bring advances in quantitative PET imaging, single PET/CT organ imaging, managing patient breathing and cardiac movement, PET and CT iterative reconstruction technologies, and workflow efficiency, while providing the highest PET sensitivity in the industry.

The Discovery MI platform introduces a new SiPM based PET detector, designed for optimal detection efficiency and clinical versatility. The new SiPM based PET detector sensitivity and NECR properties are optimized to perform with any PET tracer currently available for improved PET/CT imaging thus potentially allowing faster acquisition time and/or lower injected PET dose.

The Discovery MI 3ring consists of an integrated gantry containing:

• a Revolution Evo CT

• new SiPM based PET detector composed of 3 PET rings

• a scalable PET iterative reconstruction system

• a Discovery MI operator console featuring as standard, the following advanced workflow solutions: RadRx patient study prescription; Q.Check a PET data Quantitative integrity check.

• a patient imaging table with one head holder, patient security straps and comfort accessories.

Quantitative Imaging

• Q.Temp – Individual temperature sensor and gain adjustment technique

• Q.Check – User configurable data integrity check that can help ensure parameters important for quantitative imaging are saved in the patient DICOM data prior to being sent to the network for analysis and/or archiving.

• Q.Prep ‡

Prospective Reconstruction

• VUE Point HD utilizes a fully 3D iterative reconstruction technique with all corrections within the loop, enhanced resolution with detector geometry modeling, model-based 3D scatter correction inside and scatter estimation outside the field of view, exclusive random corrections based on singles and dead-time correction with pile-up estimates providing high image quality and patient throughput.

• VUE Point FX, time-of-flight image reconstruction, leverages the innovative VUE Point HD iterative process by adding timing information to each step within the iterative loop and improving signal-to-noise ratio

• SharpIR - Point Spread Function modeling enhances visual contrast and resolution in both whole-body and brain PET images. SharpIR provides uniform high-definition resolution over a 70 cm PET FOV.

• WideView - PET reconstructed transaxial Field of View coverage of 70cm diameter with CT based PET attenuation correction and CT wide-FOV Display.

Motion Management
Motion Management tools enable the reduction of motion artifacts caused by patient breathing and cardiac movement by acquiring motion information during the scan and incorporating it into motion related PET/CT applications.

• RAD Rx Variable CT protocols within same exam including Average Cine CT for improved attenuation correction

Calibration and Daily Quality Control

Daily Quality Assurance at the start of the scanning day is quick and efficient. A simple protocol launches the DQA procedure, which takes less than 10 minutes and provides you with a daily report. (2)

CT Key Features
The Discovery MI platform can be operated as a standalone CT scanner (without gantry tilt). It offers exceptional power, remarkable speed, high-resolution/low-dose imaging, and full diagnostic capabilities.
The Discovery MI includes the Revolution Evo CT that can perform a wide variety of clinical applications not requiring gantry tilt with Clarity Imaging Chain and ASiR-V(1)‡ capabilities.

• Clarity Imaging Chain consists of Clarity Detector, DAS, Performix*40 Plus X-ray Tube and ASiR-V reconstruction (option), to deliver high resolution imaging.
• Silent design of Revolution EVO gantry allows significant reduction of audible noise compared with previous GE technology.
• IQ Enhance (IQE) reconstruction reduces helical Artifact Index in thin slice helical scanning.
• Axial or helical scans of the same anatomy at two different X-ray energies (kVps). To further improve registration accuracy, patient immobilization may be utilized.
• Adaptive Enhance Level Adjustment (AELA) may improve visual spatial resolution while maintaining pixel noise standard deviation and artifact.
• Organ Dose Modulation provides reduction of radiation dose via X-ray tube current modulation for superficial tissues, such as breasts.
• AutomA/SmartmA* modulates X-ray tube mA to account for specific patient anatomy based upon data gathered from the scout image.
• 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.
• One stop scanning mode that provides a streamlined workflow
• 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.
• Dose Check provides users with tools to help them manage CT dose in clinical practice and is based on the standard XR-25-2010 published by The Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA).
• Dose Reporting: CTDIvol, DLP, Dose Efficiency displays during scan prescription and provides dose information. 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/RIS/HIS.
• Scan mode: Helical Scan Speeds: Full 360 rotational scans: 0.35, 0.375, 0.40, 0.425, 0.45, 0.475, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0 second Helical Pitch (nominal): 0.516 to 1.531 Cardiac Pitch: 0.16 to 0.325 Selectable kV: 80, 100, 120, 140 Selectable mA: 10 to 560, 5mA increments
• Reconstruction Algorithms: Soft Tissue, Standard, Detail, Chest, Bone, Bone Plus, Lung, Ultra, Edge, Edge Plus
• Scan Mode: Axial & Cine Scan Speeds: 0.35, 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, and 2.0 second full scans (360 acquisition).
• Selectable kV: 80, 100, 120, 140 Selectable mA: 10 to 560, 5mA increments Scan Plane
• Reconstruction Algorithms: Soft Tissue, Standard, Detail, Chest, Bone, Bone Plus, Lung, Ultra, Edge, Edge Plus Image Quality 0.28mm high resolution

PET/CT Operators Console

• Fully integrated PET and CT user interface

• Direct Multi Planar Reformat delivers automated axial, sagittal, and coronal reconstruction with excellent image quality for PET and CT images of the patient data being acquired. Direct3D TM automatically builds 3D models during axial image reconstruction.

• Volume Viewer: Environment for 3D processing of any CT, MR, 3D X-ray, and Pet/CT dataset. It provides exceptional tools for analysis, segmentation, measurements, annotation, filming, and exporting of clinically relevant images. Volume Viewer seamlessly combines anatomical image review with PET quantitative measurement capabilities such as SUV.

• Freedom Workspace: Innovative hardware and software creates a convenient, ergonomic working environment. It offers sit/stand and horizontal/vertical monitor flexibility. It can also help reduce noise and heat with remote location of the console.

• Two 19 -inch diagonal width high-resolution color monitors for image display, analysis, processing, and management of PET, CT, and PET/CT images.

• Three button mouse with mouse pad

• ImageWorks™ provides instant access to advanced image processing features such as CT Perfusion 4, Advanced Vessel Analysis, CardIQ Xpress Pro or Plus, AutoBone and DentaScan

PET/CT Service Features

Each system is supported by GE's InSite™ remote diagnostics, iLinq™, and TiP Virtual Assist.

InSite broadband – all hardware and software required to remotely connect this PET/CT system to GE's InSite On-Line Center via secure VPN high-speed Internet connections. Enables access to services designed to reduce downtime, improve quality, enhance performance, increase productivity, and expand imaging capabilities.*

Trademark of General Electric Company.
‡ Optional

(1) In clinical practice, the use of ASiR-V may reduce CT patient dose 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 to obtain diagnostic image quality for the particular clinical task. Low Contrast Detectability (LCD), Image Noise, Spatial Resolution and Artifact were assessed using reference factory protocols comparing ASiR-V and FBP. The LCD measured in 0.625 mm slices and tested for both head and body modes using the MITA CT IQ Phantom (CCT183, The Phantom Laboratory), using model observer method.

(2) Represents typical system performance

Line	Qty.	Catalog	
2	**1.00**	**P3000AN**	**Short length Chiller Cooling Hose Line**

25ft Short Length Chiller cooling hose line. For use with chiller in-room siting for GE recommended room layout.

Line	Qty.	Catalog	
3	**1.00**	**R12993AC**	**Standard sce pack L3 W**

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 Net Selling Price: ***$1,899,000.00***

GE Healthcare

December 10, 2019
Quote Number: **2006206575.4**
Customer ID: **1-25JJ8D**
Agreement Expiration Date: 3/9/2020

GPO Agreement Reference Information

Customer:	Carolinas Medical Center
Contract Number:	CSS-GEHC MVA July 15 2011
Billing Terms:	100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms:	Net Due in 60 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 CSS-GEHC MVA July 15 2011

GE Healthcare

February 14, 2020
Quote Number: **2006716878.1**
Customer ID: **1-25JJ8D**
Agreement Expiration Date: **5/14/2020**

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:	Premier
Terms of Delivery	FOB Destination
Billing Terms	80% on Delivery / 20% on Acceptance
Payment Terms	NET 45 DAYS
Total Quote Net Selling Price	$21,924.00
Sales and Use Tax Exemption	No Certificate on File

IMPORTANT CUSTOMER ACTIONS:

Please select your planned source of funds. Source of funds is assumed to be cash unless you chose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

___ Cash*

___ GE HEF Loan ___ GE HEF Lease

___ Other Financing Loan ___ Other Financing Lease Provide Finance Company Name _____

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: February 14, 2020

GE Healthcare

February 14, 2020
Quote Number: **2006716878.1**
Customer ID: **1-25JJ8D**
Agreement Expiration Date: **5/14/2020**

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	CAROLINA 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)."

GE Healthcare

February 14, 2020
Quote Number: **2006716878.1**
Customer ID: **1-25JJ8D**
Agreement Expiration Date: **5/14/2020**

Line	Qty.	Catalog	
1	1.00	E4502F	**Eaton 14.4 KVA 3-Phase Partial System UPS for GE CT and PET/CT Scanners**

Eaton's 14.4 KVA 3-Phase partial system UPS (Uninterruptible Power Supply) has been specifically configured to coordinate with compatible GE CT and PET/CT scanners.

The partial system UPS provides clean, reliable, constant voltage power to the scanner electronics. It helps protect the system's sensitive electronic components from damaging power anomalies such as high frequency noise transients and over voltage and under voltage conditions.

Utilizing the Partial system UPS can help maintain user productivity and improve system reliability. It can also help to reduce service costs and prevent system downtime.

Specifications:

Rating: 14.4 KVA
Input voltage range: three phases; 102-132V/phase
Input frequency range: 45-65 Hertz
Input power factor: >95% typical
Output frequency: 50 or 60 Hertz, autosensing
Output regulation: <3% steady state for all conditions of line and load
Voltage distortion: <5% threshold
Overload capacity: 110% for 10 minutes; 125% for 1 minute; 149% for 5 seconds.
Efficiency: >90% typical
Battery backup time: >10 minutes typical
Battery recharge time: < 3 hours to 80% capacity typical
Operating temperature: 50°F - 104°F (10°C - 40°C)
Floor heat dissipation: 5122 BTU/hour typical @11.5 KVA
Humidity: 20-80% relative humidity, non-condensing
Audible noise (norm mode): <60 dBA @1 meter
Dimensions (H x W x D): 49 inches x 12 inches x 32 inches (1245 mm x 305 mm x 813 mm)
Weight: 620 lbs (277 kg)
NOTE: THE PARTIAL SYSTEM UPS HAS DIFFERENT INTERACTIONS WITH COMPATIBLE SCANNERS, BASED ON DIFFERENT SCANNER POWER ARCHITECHURE. REFER TO THE PARTIAL SYSTEM UPS PRODUCT DATA SHEET FOR DETAILS. NOTE: ITEM IS NON-RETURNABLE AND NON-REFUNDABLE NOTE: REMOVAL/DISPOSAL OF OLD UPS IS THE CUSTOMERS RESPONSIBILITY NOTE: CONTACT GE SERVICE OR EATON FOR START-UP ASSISTANCE

Total Quote Subtotal: **$21,924.00**

Total Quote Net Selling Price: ***$21,924.00***

GE Healthcare

February 14, 2020
Quote Number: **2006716878.1**
Customer ID: **1-25JJ8D**
Agreement Expiration Date: 5/14/2020

GPO Agreement Reference Information

Customer:	Carolinas Medical Center
Contract Number:	Premier
Billing Terms:	80% on Delivery / 20% on Acceptance
Payment Terms:	NET 45 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.premier**inc.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:

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

Uptime is calculated as follows:

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

"Uptime Base" = ("a" hours per day X "b" days per week X 26 weeks) – (Planned Maintenance ("PM") hours during prior 26 weeks), where "a" hours per day and "b" days per week are determined by the standard warranty for the 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.

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

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

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

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

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

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

4. Exceptions to Standard Warranty.

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

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

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

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

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

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

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

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

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

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

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

GE OEC Refurbished C-Arms: 1 year after installation

HealthNet Lan, Advantage Review — Remote Products: 3 months

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

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

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

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

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

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

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

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

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

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

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

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

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

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

Exergen: 4 years

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

Microenvironment and Phototherapy consumable components: 1 month

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

Corometrics® Nautilus Transducers: 2 years

Lullaby Phototherapy System: 3 years on lamp assembly

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

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

Tec 7 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

Attachment D

PROPOSED TOTAL CAPITAL COST OF PROJECT

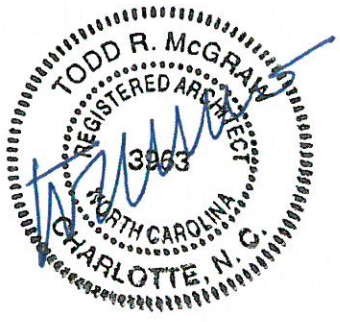
Project name: 3316926 CERP2019 CMC PETCT Replacement

Provider/Company: Atrium Health

(1)	Purchase price of land	N/A
(2)	Closing costs	N/A
(3)	Site Preparation	N/A
(4)	Construction/Renovation Contract	$535,388
(5)	Landscaping	N/A
(6)	Architect/Engineering Fees	$112,040
(7)	Medical Equipment	$2,064,993
(8)	Non Medical Equipment	N/A
(9)	Furniture	N/A
(10)	Consultant Fees (CON Fees, Legal Fees)	N/A
(11)	Financing Costs	N/A
(12)	Interest During Construction	N/A
(13)	Other (IS, Security, Internal Allocation)	$74,443
(14)	**Total Capital Cost**	$2,786,864

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

(Signature of Licensed Architect or Engineer) *DATE* 2/25/20



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 $144,069.

Attachment E

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

Michael F. Easley, Governor
Carmen Hooker Odom, Secretary

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

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

September 30, 2005

Greg Bass, Director
CHS Management Company
Post Office Box 32861
Charlotte, NC 28232-2861

RE: Exempt from Review – Replacement Equipment/Carolinas Medical Center/Replace existing Siemens ECAT Accel LSO PET System with a Siemens Biograph 6 PET/CT System /Mecklenburg County
FID #943070

Dear Mr. Bass:

In response to your letter of September 26, 2005, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the Siemens Biograph 6 PET/CT System, to replace the existing Siemens ECAT Accel LSO PET System, Serial Number 173380CNC. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Section with the serial number of the new equipment to update the inventory, if not already provided.

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

Sincerely,

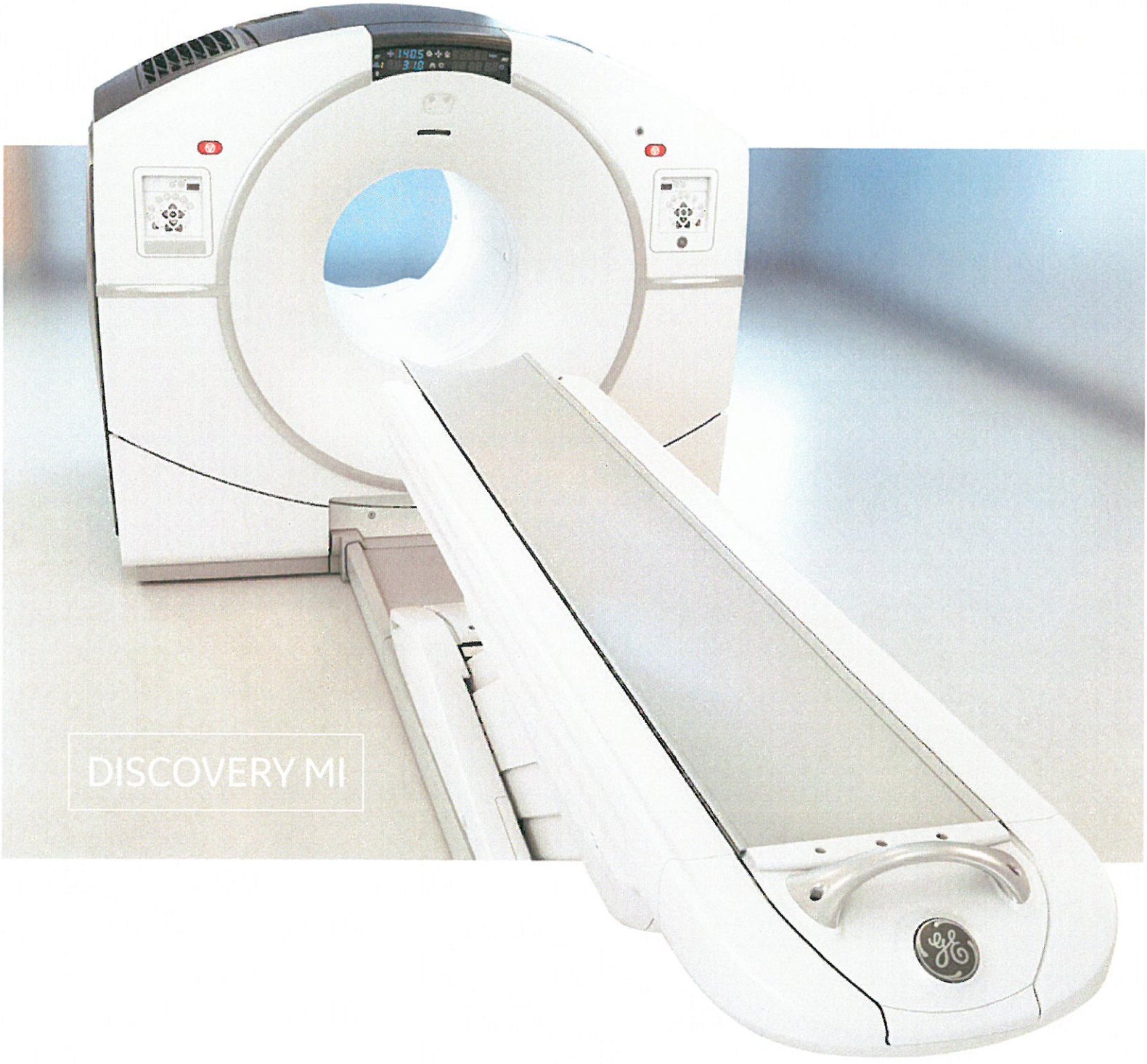
Mary Edwards
Project Analyst

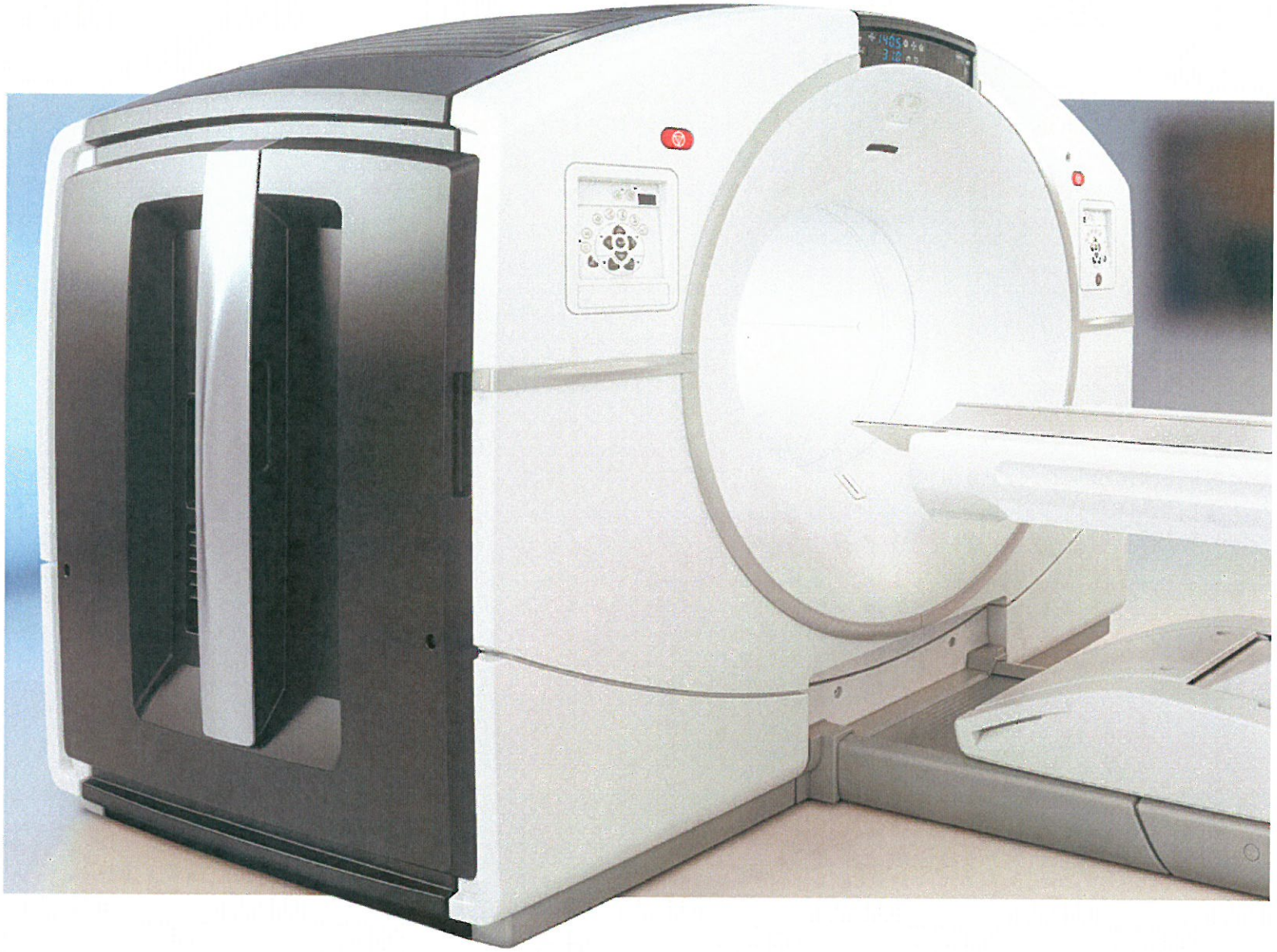
for Craig R. Smith
Lee B. Hoffman, Chief
Certificate of Need Section

cc: Medical Facilities Planning Section, DFS

Attachment F

GE Healthcare





Meet Discovery™ MI. A PET/CT system conceptualized with lofty goals, equal only to your own. It was created to help you diagnose and stage disease earlier and better guide your treatment strategies. It was designed with the hope you can conduct more compelling research more often with more novel, faster decaying tracers; permitting you to push the boundaries of PET. And it was built with capabilities aimed to more economically support increased patient volumes so your facility doesn't need to sacrifice advanced clinical work to accelerate its research initiatives.

We understand these are the types of outcomes you want to achieve. Discovery MI was engineered to help you get there. By delivering what you need for meaningful insights, we look forward to your next true discovery - something we all need.


Optical cover and EMC shielding
Light-tight packaging reducing outside noise
ESR wrapped crystal block
Optimizes light collection improving sensitivity and resolution
SiPM array with ASIC
Excellent timing and energy resolutions
Digital Compton Recovery with no resolution trade-off
High thermal conductive pads
Extracts heat from the detector improving stability
Mechanical support for positioning and alignment

Technology

ENGINEERED FOR PRECISION

Our vision for the future of PET is completely digital. A digital experience is what will connect all the important technologies, data, insights and people together to make PET an indispensable tool.

The LightBurst Digital Detector combines a small lutetium-based scintillator crystal array with a Silicon Photomultiplier (SiPM) bloc design for high NEMA sensitivity of 13.5 cps/kBq and a large 20 cm extended axial FOV. It delivers significant improvements over TOF-analog technology in scan times, required dose levels and small lesion detectability[1]. And Discovery MI is the only PET/CT system that brings together the sensitivity of digital detection with the most innovative reconstruction technology available, the combination of Time-of-Flight and Q.Clear.

Discovery MI includes diagnostic CT innovations from our Revolution™ EVO. It combines the Clarity Imaging System with the speed of the Performix™ 40 Plus tube with our proprietary HiLight CT detector to deliver up to a 2x increase in spatial resolution[2]. Our innovative ASiR-V™ iterative reconstruction method comes standard to reduce CT dose[2,3]. And Smart MAR virtually eliminates streaks and shadows from metal artifacts.

A BRILLIANT INTRODUCTION TO ALL THAT DISCOVERY MI CAN DO

- 2x — Up to 2x improvement in volumetric resolution[1]
- 50% REDUCTION — Half the time, or half the dose[4]
- Highest NEMA sensitivity of any TOF PET/CT system
- Significantly better small lesion detectability[1]
- Highest NECR[5] of any TOF PET/CT system
- 82% REDUCTION — Up to 82 percent reduction in CT dose with ASiR-V, at the same image quality[2,3]
- 100% INCREASE — 100 percent better spatial resolution, with no increase in image noise with ASiR-V[2]

Quantitation

ACCURATE RESULTS START WITH THE LETTER "Q"

Quantitation helped establish PET/CT as a valuable clinical tool. It provided an important starting point to find and follow disease throughout the course of treatment, but it was limited by the technologies used to produce it. Now, consistent, accurate SUV measurements are possible with Q.SUV. The 'Q' is important. It signifies the SUV measurement was produced exclusively from our innovative PET image reconstruction technology, Q.Clear, which delivers not only up to a 2x improvement in PET quantitation accuracy (SUV_{mean}), but also up to a 2x improvement in image quality (SNR). For this reason, Q.Clear is a critical component of Discovery MI.

Q.SUV is more than a starting point for clinical decisions. Because it is more accurate and consistent than conventional methods, it becomes more than a number, it becomes a tool for communication. As a result, it sharpens communication between radiologists, oncologists and patients. Be sure your SUV starts with a 'Q'.

QUANTITATIVE SUV YOU AND YOUR PATIENTS CAN TRUST

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

More accurately assess treatment response to guide your treatment planning decisions with more accurate SUVs

Improve communication with improved quantitation

Capability

IMPACT ONE LIFE AT A TIME WHILE WORKING TO CHANGE EVERY LIFE FOR THE BETTER

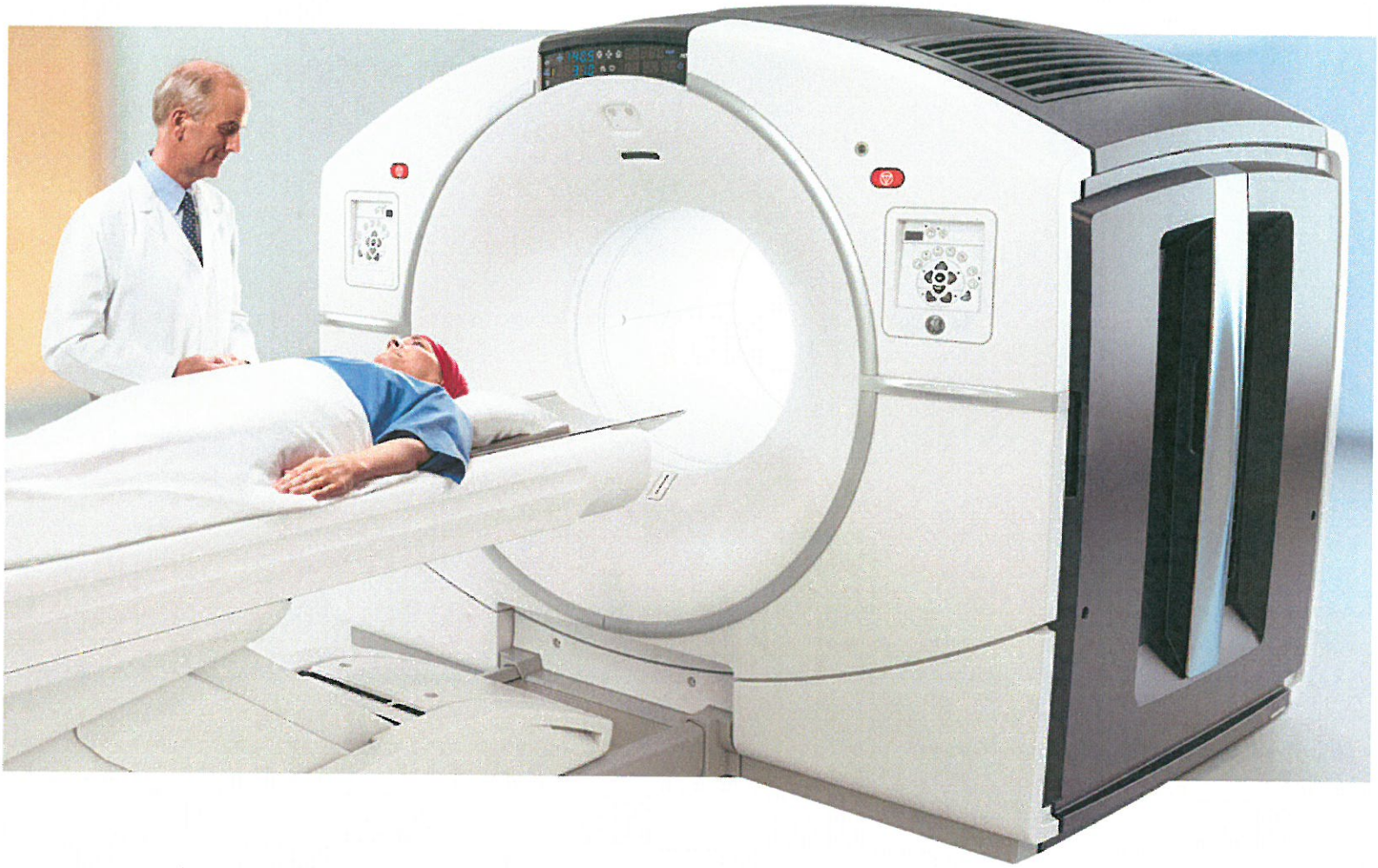
Your work is multifaceted. Not only do you work every day to impact the lives of your patients for the better, you are looking for insights that will have a greater impact on the lives of every patient. You may be correcting the course of treatment for a cancer patient one day and looking for a new clinical indication for a high count-rate tracer the next. We understand. It's why, after collaborating with leading clinicians and institutions across the globe, we designed Discovery MI to give you the flexibility to balance the quest for true discoveries with great clinical work.

Perform advanced diagnostic scans with FDG, or pursue groundbreaking research with faster decaying tracers. Enhance your clinical excellence in oncology, or expand PET's impact on neurology and cardiology and beyond. Discovery MI was designed with the breakthrough technology and advanced quantitative software you need to answer the simple question of, "What if?"

What if you had a PET/CT system with enhanced capability? The capability to evaluate the patients you see today and explore your vision for what PET/CT can be tomorrow.

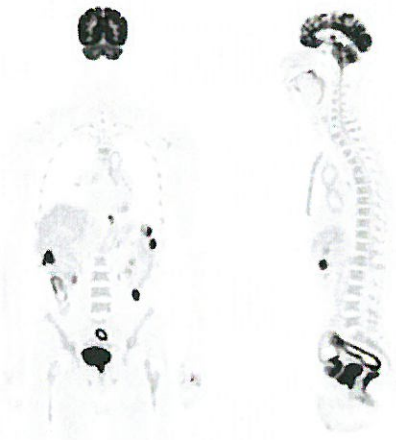
CLINICAL WORK THAT EXCELS BEYOND WHAT YOU THOUGHT WAS POSSIBLE

- Continue your efforts to diagnose and stage disease earlier with technology that detects smaller lesions[1]
- Increase the number of successful CT scans of patients with metal implants, with Smart MAR
- Expand your diagnostic service offerings
- Enhance utilization of limited-access tracers, such as ^{68}Ga, with the highest NEMA sensitivity of any TOF PET/CT system
- Provide a more comfortable patient experience with short scan times



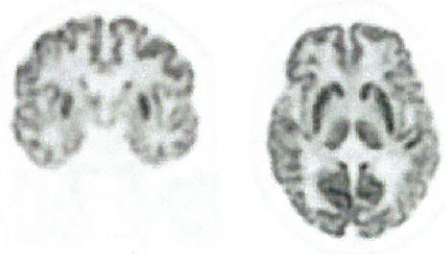
THE OPPORTUNITY TO INFLUENCE THE FUTURE OF MEDICINE

- **Conduct more compelling research,** such as quantitative brain studies, facilitated by an expanded FOV
- **Pursue improvement of PET/CT practice guidelines** to better reflect capabilities in imaging small nodules
- **Explore PET capabilities in cardiac imaging,** leveraging high sensitivity and small lesion detectability[1]
- **Increase low-yield tracer capability** with protocols that reduce dose by up to 50 percent without impacting image quality and small lesion detectability[1]



High resolution whole body ^{18}F-FDG scan demonstrating exceptional resolution in the spine and high image quality and lesion conspicuity in the right lung, enabling high diagnostic confidence in your PET/CT images.

Data acquired on an equivalent technology - SIGNA™ PET/MR.



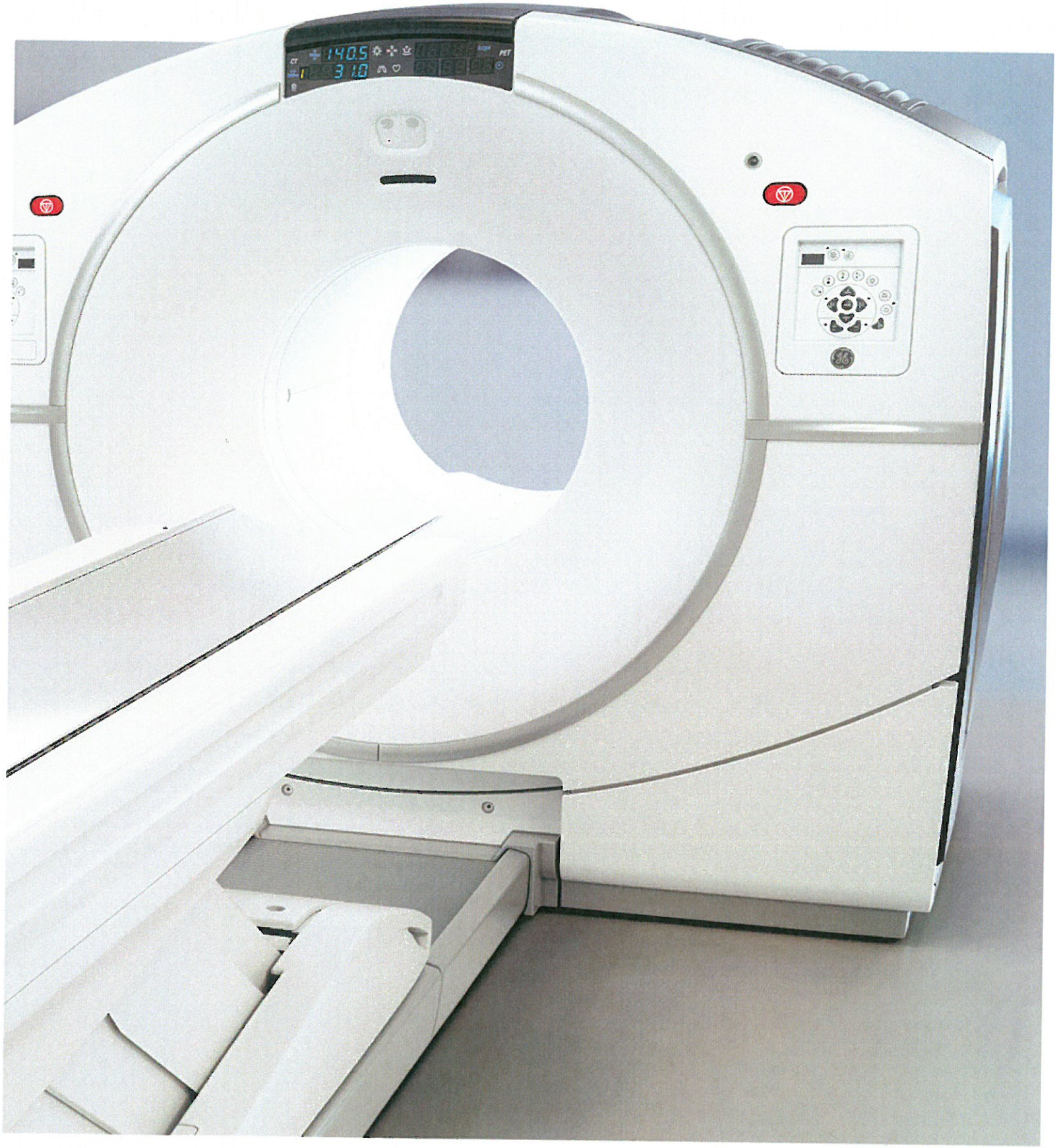
High resolution brain image demonstrating clear differentiation of grey and white matter, as well as separation of gyri and sulci, to aid in diagnosis of neurological disorders such as epilepsy foci, dementia and metastatic disease.

Data acquired on an equivalent technology - SIGNA PET/MR.

A PET/CT SYSTEM FOR TRUE DISCOVERY

It takes a certain kind of mind to go in search of true discovery. A thoughtful mind. A mind like your own that looks for a way to have a lasting impact on the world around them. You, like us, dream of helping to change patient lives for the better and influencing the future of medicine. To push the boundaries of medicine beyond its daily practice.

Our purpose is to provide you with the important instruments you need. It's why we built Discovery MI. We see it as much more than a new imaging product. We see it as a result of our partnership that empowers your goal of forming new pathways to the future of medicine.


140.5
31.0
PET

[1] Improved detectability as demonstrated in phantom testing.

[2] In clinical practice, the use of ASiR-V may reduce CT patient dose 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 to obtain diagnostic image quality for the particular clinical task. Low Contrast Detectability (LCD), Image Noise, Spatial Resolution and Artifact were assessed using reference factory protocols comparing ASiR-V and FBP. The LCD measured in 0.625 mm slices and tested for both head and body modes using the MITA CT IQ Phantom (CCT183, The Phantom Laboratory), using model observer method.

[3] Image quality as defined by low contrast detectability.

[4] Compared to Discovery PET/CT 710.

[5] Up to 20 kBq/ml.

Imagination at work

Product may not be available in all countries and regions.
Full product technical specification is available upon request.
Contact a GE Healthcare Representative for more information.
Please visit www.gehealthcare.com/promotional-locations.

Data subject to change.

Attachment G

EQUIPMENT COMPARISON – CMC PET-CT Replacement

	Existing Equipment	Replacement Equipment
Type of Equipment (List each component)	PET-CT Scanner	PET-CT Scanner
Manufacturer of Equipment	Siemens	GE
Tesla Rating for MRIs	N/A	N/A
Model Number	Biograph 6	Discovery MI 15CM
Serial Number	0601038	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	2020
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.)	$1,979,000	$2,786,864
Total Cost of Equipment	$1,900,000	$2,064,993
Fair Market Value of Equipment	$97,793	$2,064,993
Net Purchase Price of Equipment	$1,900,000	$2,064,993
Locations Where Operated	CMC, 4th Floor (Rm. 04M136)	CMC, 4th Floor (Rm. 04M134)
Number Days in Use/To Be Used in N.C. per Year	253 days / year	253 days / year
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	PET-CT exams for neurology, cardiac and oncology indications.	N/A
Type of Procedures New Equipment is Capable of Performing	N/A	PET-CT exams for neurology, cardiac and oncology indications.

Attachment H

CMC PET/CT Volume

(CMC, 4th Floor, Room 04M136)

Month	Volume
Jan-19	214
Feb-19	205
Mar-19	182
Apr-19	190
May-19	226
Jun-19	202
Jul-19	214
Aug-19	219
Sep-19	182
Oct-19	203
Nov-19	214
Dec-19	185
Total	2,436

Attachment I

GE Healthcare Technologies

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: 2006 Siemens Biograph 6 #0601038

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 2006 Siemens Biograph 6 #0601038 as part of your upcoming GE PET 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
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