



Children's
of Alabama®

EQR2021-002

RECEIVED

Jan 22 2021

STATE HEALTH PLANNING AND
DEVELOPMENT AGENCY

January 21, 2021

Ms. Emily T. Marsal
Executive Director
State Health Planning and Development Agency (SPHDA)
100 North Union Street, Suite 870
Montgomery, Alabama 36104

RE: Request for Determination of Exemption Status for Replacement Equipment

Dear Ms. Marsal:

The Children's Hospital of Alabama (Children's) is submitting the attached Request for Determination of Exemption Status to replace patient monitor equipment for Children's main and Children's South campuses. Since many of the older generation monitors are no longer supported by the vendor, the equipment cost will total \$8,192,295. This project does not require any construction, and all current monitors will be traded in or taken out of service. Thus, Children's respectfully requests a determination of exemption status to replace the equipment.

The filing fee in the amount of \$16,384.59 has been submitted via the SHPDA electronic payment portal.

Should you have any questions or need clarification, please contact me at (205) 638-9012.

Sincerely,

Christi Napper
Director, Facilities Development and Institutional Planning

Russell Campus

1600 7th Avenue South Birmingham, Alabama 35233 tel 205.638.9100 www.ChildrensAL.org

H. Can any procedures be performed with the proposed new equipment that cannot be performed with the replaced equipment? If yes, describe in detail:

There are no additional procedures to be provided by the new equipment.

I. Location of existing equipment (include room #):

The existing equipment are located in inpatient and outpatient clinical areas throughout Children's Main and Children's South campuses. Refer to Attachment A

J. List specially trained or qualified personnel necessary for operation of equipment:

Physicians, nurses and other clinical staff providing direct patient care

K. What use will be made of old equipment when replaced?

(Trade in on new equipment, used as back up, save for parts, etc.)

The existing equipment will be traded in or taken out of service.

L. List job titles of any additional personnel that will be required to operate the new equipment.

There are no additional personnel.

M. Describe any renovation or new construction that will be necessary for the installation of the replacement equipment and cost.

There are no renovation or construction.

N. Describe any new annual operating cost associated with this project such as maintenance contracts, salaries of new employees hired due to equipment, etc.

There are no new annual operating costs.

III. COST

A. Equipment costs \$ 8,202,295.09
(Costs have to be supported by price quote on manufacturer's stationery or letterhead.) Cost of equipment only; do not list lease cost.

B. Less trade-in of old equipment \$ 10,000.00

C. Total cost of equipment \$ 8,192,295.09

Calculation of fee for this determination:

Multiply dollar amount in III.C. (total cost of equipment) times 1% (the application fee for a Certificate of Need); 20% of this amount is the application fee for non-rural hospitals.

For rural hospitals, the application fee is 25% of the application fee as calculated above for non-rural hospitals.

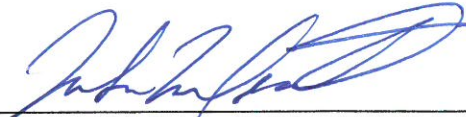
Include manufacturer's literature on old equipment, if available, and on the new equipment.

Include any other information pertinent to the determination.

The Executive Director may request any other information which is relevant to his decision.

IV. CERTIFICATION

I certify that the information provided herein is true and correct and that there is no additional information which would be pertinent to this application which has not been provided. Further, I understand that any misrepresentation on this application or failure to include relevant information may void any favorable determination secured by such misrepresentation or omission.



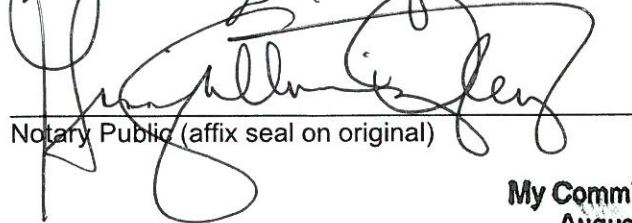
Signature of Applicant

Mike McDevitt, Executive Vice President

Applicant's Name and Title
(Type or Print)

Sworn to and subscribed before me this

21st day of January, 20 21.



Notary Public (affix seal on original)

**My Commission Expires
August 10, 2022**

Attachment A
The Children's Hospital of Alabama Monitors

Current Monitors		Future Monitors			<i>Quantity difference of Current vs Future</i>
Model	Quantity	B450	B650	B850	
Inpatient					
Dash 3000	2	2			-
Dash 5000	6	6			-
Transport Pro	6	6			-
B450	4	4			-
Solar 8000i	167	12	59	96	-
OR/PACU/Cath Labs					
Transport Pro	4	4			-
B650	12		12		-
B850	24			24	-
Solar 8000i	59		47	12	-
Outpatient Clinics / Emergency Department / Imaging					
Dash 3000	3	3			-
Dash 4000	46	46			-
Dash 5000	2	2			-
B40	19	19			-
Transport Pro	1	1			-
Solar 8000i	16		10	6	-
Children's South ASC					
Dash 4000	8	8			-
B450	8	8			-

Attachment B
Equipment Serial Numbers to be Replaced

Mfg. S/N
SE409513667GA
SE409513674GA
SE409513683GA
SE409513684GA
SE409513687GA
SE409513688GA
SE409513691GA
SE409513714GA
SE410498656GA
SE410498660GA
SE410498670GA
SE410498671GA
SE410498673GA
SE410498682GA
SE410498810GA
SE410498811GA
SJ812190290GA
SJ812190319GA
SJ812190321GA
SJ812190347GA
SJ812190310GA
SCZ07524933GA
SCZ07524946GA
SCG13055730WA
SCG13085858WA
SCZ07463957GA
SCZ07463978GA
SCZ07463982GA
SCZ07464167GA
SCZ07484166GA
SCZ07484168GA
SCZ07484173GA
SCZ07484176GA
SCZ07484188GA
SE408426155GA
SE409513788GA
SJ812190312GA
SJ812190315GA

SJ812190322GA
SKA16105698SA
SKA16105700SA
SPM17210097SA
SPM17210109SA
SPM17210124SA
SPM17470027SA
SPM17470029SA
SPM18230037SA
SPM18230040SA
SPM18230045SA
SPM18230047SA
SPM18230048SA
SPM18230052SA
SPM18230059SA
SPM19410017SA
SPM19410040SA
SE409513680GA
SE410498632GA
SE410498662GA
SE410498664GA
SE411514275GA
SE411514282GA
SE411514296GA
SE411514297GA
SE410498672GA
SHQ114643651SA
SNE16250061HA
SNE16257004HA
SNE17370066HA
SNE17370067HA
SNE18402182SA
SNE18422018SA
SNE19232002SA
SBG06367408GA
SHQ12106531SA
SHQ12106533SA
SHQ12106534SA
SHQ12106537SA

SHQ12106541SA
SHQ121065428SA
SHQ12106542SA
SHQ12106532SA
SE410498661GA
SCG10152638WA
SCG10152645WA
SE410498659GA
SJ812190317GA
SJF15444903WA
SJF15444911WA
SED11400829GA
SED12273483GA
SED12353647GA
SED12353648GA
SED12363714GA
SED12373928GA
SE411484188GA
SE411484168GA
SE411484176GA
SE411484177GA
SE411484178GA
SE411484181GA
SE411484182GA
SE411484216GA
SE411484217GA
SE411484218GA
SE411484219GA
SE411484220GA
SE411484223GA
SE411514251GA
SE411514274GA
SE411514280GA
SE411514299GA
SCS12257324GA
SCS12257325GA
SHQ11502159GA
SHQ12072693GA
SHQ12072694GA

**Attachment B
Equipment Serial Numbers to be Replaced**

SHQ12072696GA
SHQ12072697GA
SHQ12072699GA
SHQ12072700GA
SNE17491011HA
SNE17491013HA
SN19031021HA
SNE19031057HA
SCS12257322GA
SE411454132GA
SE411484157GA
SE411484158GA
SE411484175GA
SE4114841796GA
SE411484197GA
SE411484214GA
SE411484215GA
SJ812190313GA
SJ812190314GA
SCS12257321GA
SCS12257323GA
SE411454125GA
SE411454129GA
SE411484164GA
SE411484169GA
SE411484180GA
SE411484186GA
SE411484187GA
SE411484189GA
SE411484190GA
SE411484213GA
SCS12257341GA
SKZ18020067WA
SKZ18340106WA
SBG06056869GA
SBG06077514GA
SBG06056864GA
SBG06056866GA
SBG06056872GA

SBG06254382GA
SBG06305587GA
SBG06305594GA
SBG06305596GA
SBG06305598GA
SBG06305599GA
SBG06305600GA
SBG06305601GA
SBG06388251GA
SBG06388250GA
SBG06494101GA
SBG06494201GA
SBG06494209GA
SBG06494210GA
SBG06494211GA
SBG06494218GA
SBG06494224GA
SBG06494250GA
SD007262616GA
SD007283087GA
SD007283102GA
SD007283207GA
SD007283209GA
SD007283210GA
SD007283211GA
SD007324932GA
SD007324935GA
SD007325192GA
SD007335527GA
SD007335529GA
SCZ07484218GA
SE409513711GA
SE409513731GA
SE409513735GA
SE409513748GA
SHQ11464272SA
SHQ11464291SA
SHQ11484690SA
SHQ11484692SA

SHQ11484693SA
SHQ11484695SA
SHQ11484696SA
SHQ11484697SA
SHQ11484698SA
SHQ11484699SA
SHQ11484700SA
SHQ11484701SA
SHQ11484702SA
SHQ11484704SA
SCS12066952GA
SFJ14465270WA
SFJ14465277WA
SFJ14465281WA
SFJ14465282WA
SFJ14465294WA
SFJ14465296WA
SFJ14465299WA
SFJ14465300WA
SFJ14465301WA
SFJ14465303WA
SFJ14465304WA
SBL06304661
SCS10415193GA
SE410468078GA
SE410468079GA
SE410468084GA
SE410468090GA
SE410468102GA
SE410468103GA
SQC17490035HA
SQC17490038HA
SQC17490039HA
SQC17490040HA
SQC17490042HA
SE408313635GA
SE408313638GA
SE408313640GA
SE408313643GA

**Attachment B
Equipment Serial Numbers to be Replaced**

SCS07482082GA
SCS07482083GA
SCZ07474038GA
SCZ07474039GA
SCZ07474040GA
SCZ07474041GA
SCZ07474042GA
SCZ07474043
SCZ07474044
SCZ07474045GA
SCZ07474046GA
SCZ07474051GA
SCZ07474052GA
SCZ07474053GA
SCZ07474054GA
SCZ07474056GA
SCZ07474057GA
SCZ07474058GA
SCZ07474060GA
SCZ07474062GA
SCZ07474070GA
SCZ07474084GA
SCZ07474086GA
SCZ07474088GA
SE408050350GA
SE408100785GA
SE408313631GA
SE408313632GA
SE408313633GA
SE408313634GA
SE408313636GA
SE408313637GA
SE408313639GA
SE408313641GA
SE408313642GE
SE408313644GA
SE408313645GA
SE408313647GA
SE408313648GA

SE408313651GA
SE408313652GA
SE408313655GA
SE4088313646GA
SCZ07504423GA
15T1113239VA
SE412014361GA
SE412014368GA
SE412014376GA
SE412014379GA
SJF16231587WA
SJF16231593WA
SKZ16460053WA
SCS12066970GA
SE410468064GA
SE410468077GA
SE410468080GA
SE410468085GA
SE410468086GA
SE410468087GA
SE410468088GA
SE410468089GA
SE410468091GA
SE410468092GA
SE410468093GA
SE410468094GA
SE410468095GA
SE410468096GA
SE410468101GA
SE410468107GA
SCS12066968GA
SE411484201GA
SE411484212GA
SJ811510000GA
SJ811510002GA
SJ811510003GA
SJ811510005GA
SJ811510001GA
SE411484184GA

SE411484192GA
SE411484196GA
SE411484199GA
SE411484209GA
SK415491246HA
SK415491249HA
SK415491253HA
SK415491256HA
SK415491257HA
SK415491259HA
SK415491264HA
SCZ07484221GA
SCZ07423071GA
SCZ07453614GA
SCZ07463992GA
SCZ07463996GA
SCZ07463998GA
SCZ07464000GA
SCZ07464001GA
SCZ07484170GA
SCZ07484171GA
SCZ07484180GA
SCZ07484208GA
SCZ07484211GA
SCZ07484216GA
SCZ07484219GA
SCZ07484220GA
SCZ07484223GA
SCZ07484224GA
SCZ07484225GA
SE409513749GA
SE410498628GA
SE411484183GA
SE411484150GA
SE411524350GA
15T11183713VA
SE12064507GA
SE412054477GA
SE412054479GA

Attachment B
Equipment Serial Numbers to be Replaced

SE412054480GA
SE412054481GA
SE412054482GA
SE412054483GA
SE412054489GA
SE412054492GA
SE412054496GA
SE412064503GA
SE412064506GA
SBL06304654GA
SBL06304655GA
SBL06304656GA
SBL06304657GA
SBL06304658GA
SBL06304659GA
SBL06304660GA
SCZ07484182GA
SE409513712GA
SE409513713GA
SE409513715GA
SE409513716GA
SE409513717GA
SE409513724GA
SE409513734GA
SE409513747GA
SE409513751GA
SE409513760GA
SE409513765GA
SE409513771GA
SE410498657GA
SE410498668GA
SE410498676GA
SE410498677GA
SE410498678GA
SE410498691GA
SE411524351GA



GE Healthcare

Attachment C

Date: 01-19-2021
Quote #: PR6-C132509
Version #: 5
Q-Exp-Date: 01-22-2021

Issued By: GE Medical Systems Information Technologies, Inc
FEIN: 39-1046671

Customer Address: The Children's Hospital of Alabama
1600 7th Ave S
Birmingham AL 35233-1711

Attention:

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

- 1) This Quotation that identifies the Product offerings purchased or licensed by Customer;
2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions. In the event of conflict among the foregoing items, the order of precedence is as listed above.

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

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

Governing Agreement: Novation - Vizient Supply LLC, Committed - Monitoring CE3033
Customer Number: 1-23LC59
Terms of Delivery: FOB Destination
Billing Terms: 100% at Delivery
Payment Terms: 30 DAYS NET
Total Quote Net Selling Price: \$8,192,295.09
Sales And Use Tax Status: Exemption Certificate on File

** The following ship to states do not impose a sales/use tax (AK, DE, MT, NH, OR). No exemption certificate required.

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

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

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

CUSTOMER
Authorized Customer Signature Date
Print Name Print Title
Purchase Order Number (if applicable)

GE Medical Systems Information Technologies, Inc., a GE Healthcare business
Ethan 01-19-2021
Signature Date
Product Sales Specialist - Patient Monitoring
Email: Patrick.Boswell@ge.com
Office: +1 (205) 2013487



GE Healthcare

Date: 01-19-2021
Quote #: PR6-C132509
Version #: 5
Q-Exp-Date: 01-22-2021

Total Quote Selling Price	\$8,202,295.09
Trade-In and Other Credits	\$10,000.00

Total Quote Net Selling Price	\$8,192,295.09

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:
Patrick Boswell
 Office: +1 (205) 2013487
 Email: Patrick.Boswell@ge.com

Payment Instructions

Please **Remit** Payment for invoices associated with this quotation to:
GE Medical Systems Information Technologies, Inc.
5517 Collections Center Dr.
Chicago, IL 60693

To Accept This Quotation

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

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

*****OR*****

Verbiage on the purchase order must state one of the following: (i) Per the terms of Quotation # _____; (ii) Per the terms of GPO# _____; (iii) Per the terms of MPA # _____; or (iv) Per the terms of SAA # _____. Include the applicable quote/agreement number with the reference on the purchase order.

In addition, source of funds (choice of: Cash/Third Party Loan or GE HEF Lease or GE HEF Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."



GE Healthcare

Date: 01-19-2021
Quote #: PR6-C132509
Version #: 5
Q-Exp-Date: 01-22-2021

01-19-2021

GPO Agreement Reference Information

Customer:
Contract Number: CE3033
Start Date: 10/04/2007
End Date: 09/30/2021

Billing Terms: 100% at Delivery
Payment Terms: 30 DAYS NET
Shipping Terms: FOB Destination

For a copy of the GPO contract or summary, please go to your GPO Membership login page <https://www.vizientinc.com/suppliers>. If a copy of the contract is not available on your membership page, please contact your GPO client manager.

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and Novation include CE2512 (Anesthesia), CE3033 (Monitoring), CE3333 (Infant Care), and CE01210 (EP).



GE Healthcare

Date: 01-19-2021
Quote #: PR6-C132509
Version #: 5
Q-Exp-Date: 01-22-2021

Line #	QTY	Item #	DESCRIPTION	Ext Sell Price
	121		CARESCAPE B450 V3.1	
1	121	2095800-001	CARESCAPE B450 MBA313	
	121	2094541-002	B450 FRAME WITHOUT WLAN	\$211,992.00
	121	2094545-001	CARESCAPE B450 ESP V3.1 SOFTWARE	\$353,320.00
	121	2066522-001	B450 NO RECORDER OPTION	Incl.
	121	2095076-016	B450 V3.1 ENGLISH US LOCALIZATION	Incl.
	121	2068494-005	B450 ENGLISH US KEYBOARD SW SETTING	Incl.
	121	2068494-017	B450 POWER FREQUENCY SETTING 60HZ	Incl.
	121	2062895-001	Battery FLEX-3S2P 10.8V 18650 LI-ION SMBUS (B450 Compatible)	\$26,499.00
	121	2066381-001	POWER CORD, USA/CANADA 8FT ANGLE, GE PN 405535-007	\$1,766.60
	121	2064282-001	B450 4ECP - EMERGENCY CARE SOFTWARE PACKAGE	\$23,584.11
	121	2105824-004	PARR - FULL ARRHYTHMIA LICENSE	\$62,979.29
	121	2105824-005	P12S - 12SL ECG W/ACI TIPI LICENSE	\$58,916.11
	121	2105824-008	AVOA - AUTO VIEW ON ALARM LICENSE	\$35,332.00
	121	2105824-010	12ST - MULTI-LEAD ST ANALYSIS LICENSE	\$58,916.11
	121	2105824-017	CMBO - COMBO TELEMETRY ECG LICENSE	\$17,666.00



GE Healthcare

Date: 01-19-2021
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 Version #: 5
 Q-Exp-Date: 01-22-2021

Line #	QTY	Item #	DESCRIPTION	Ext Sell Price
	121	2105824-012	VID2 - DUAL VIDEO LICENSE	\$52,998.00
	121	2105824-013	HIST - HISTOGRAM LICENSE	\$35,332.00
2	121	2105824-019	CARESCAPE ONE Support	\$141,570.00
3	121	2014448-001	Wall mount VHM locking w/o wall channel	\$59,096.40
4	121	2038478-001	GCX Utility Hook for use w/M & VHM series arms. Mounts under arm and provides 2 hooks for cable/accessory management.	\$3,194.40
5	121	2095710-001	NON-TRANSPORT B450 MONITOR	Incl.
6	121	2083083-001	INSTALLATION CHARGE	\$25,734.28
	130		CARESCAPE B650 V3.1	
7	130	2095801-001	CARESCAPE B650 MBB313 (ATO MODEL)	
	130	2095609-001	B650 V3 FRAME WITHOUT WLAN	\$555,165.00
	130	2084296-001	CARESCAPE B650 CSPV3 SOFTWARE	\$379,600.00
	130	2036984-001	BTRY FLEX-3S3P 11.1V 18650 LI-ION SMBUS	\$30,420.00
	130	2089871-002	B650 NO RECORDER OPTION	Incl.
	130	2095613-015	B650 V3 ENGLISH US LOCALIZATION	Incl.
	130	M1176055	B650 English US keyboard Software setting	Incl.
	130	M1174792	B650 Power frequency setting 60HZ	Incl.
	130	2066381-001	POWER CORD, USA/CANADA 8FT ANGLE, GE PN 405535-007	\$1,898.00



GE Healthcare

Date: 01-19-2021
 Quote #: PR6-C132509
 Version #: 5
 Q-Exp-Date: 01-22-2021

Line #	QTY	Item #	DESCRIPTION	Ext Sell Price
	130	M1174127	B650 6ICU - Critical Care Software Package	\$25,338.30
	130	M1174128	B650 6ECP - Emergency Care Software Package	\$27,073.80
	130	M1174129	B650 6NIC - Neonatal Care Software Package	\$27,073.80
	130	2105824-004	PARR - FULL ARRHYTHMIA LICENSE	\$67,663.70
	130	2105824-005	P12S - 12SL ECG W/ACI TIPI LICENSE	\$63,298.30
	130	2105824-008	AVOA - AUTO VIEW ON ALARM LICENSE	\$37,960.00
	130	2105824-010	12ST - MULTI-LEAD ST ANALYSIS LICENSE	\$63,298.30
	130	2105824-012	VID2 - DUAL VIDEO LICENSE	\$56,940.00
	130	2105824-013	HIST - HISTOGRAM LICENSE	\$37,960.00
	130	2105824-017	CMBO - COMBO TELEMTRY ECG LICENSE	\$20,280.00
8	130	2105824-019	CARESCAPE ONE Support	\$152,100.00
9	130	2014448-001	Wall mount VHM locking w/o wall channel	\$75,036.00
10	130	2038478-001	GCX Utility Hook for use w/M & VHM series arms. Mounts under arm and provides 2 hooks for cable/accessory management.	\$4,056.00
11	130	2083083-001	INSTALLATION CHARGE	\$38,006.80
	205		CARESCAPE ONE US	
12	205	2087075-001	CARESCAPE ONE MBZ101 ATO MODEL	



GE Healthcare

Date: 01-19-2021
 Quote #: PR6-C132509
 Version #: 5
 Q-Exp-Date: 01-22-2021

Line #	QTY	Item #	DESCRIPTION	Ext Sell Price
	205	2098985-001	CARESCAPE ONE MBZ101 HARDWARE	\$673,425.00
	205	2098987-001	CARESCAPE Software Platform MBS030 CSP v3	\$598,600.00
	205	2062895-001	Battery FLEX-3S2P 10.8V 18650 LI-ION SMBUS (B450 Compatible)	\$44,895.00
	205	2098988-002	CARESCAPE ONE FREQUENCY SETTING 60HZ	Incl.
	205	2098989-016	CARESCAPE ONE ENGLISH US LOCALIZATION	Incl.
	205	2099023-005	CARESCAPE ONE ENGLISH US KEYBOARD SW SETTING	Incl.
13	205	2099057-001	CARESCAPE F0 DOCK ATO MODEL	
	205	2099060-001	CARESCAPE DOCK F0 HARDWARE	\$97,272.50
	205	2087716-002	CABLE ASSEMBLY EPORT CARESCAPE ONE TO HOST 1.5M (5FT)	\$26,188.75
14	205	2098981-001	CARESCAPE ECG MKE101	
	205	2097486-001	CARESCAPE ECG MKE101	\$231,957.50
	205	2097653-001	CARESCAPE ECG USB CABLE 6ft (1.8m)	\$7,482.50
15	205	2106397-001	ECG Leadwire set, 6-lead, grouped, grabber, AHA, 74 cm/ 29 in	\$18,257.30
16	205	2066468-003	ECG LEADWIRE SET, 4-LEAD, GRABBER, AHA, 74cm/29in	\$8,979.00
17	205	2080557-001	CABLE ASSEMBLY ECG 3 LEAD NEO AHA 12ft (3.6m)	\$13,468.50
18	205	2082747-002	CARESCAPE SPO2 - NELLCOR 12ft (3.6m)	\$239,440.00
19	205	2106258-005	NELLCOR OXICLIQ SPO2 SENSOR CABLE, 3 FT	\$19,470.90
20	205	2059306-002	ASSORTMENT PACK CLASSIC-CUF NEONATE 2T SNAP 20/ PK	\$13,468.50



GE Healthcare

Date: 01-19-2021
 Quote #: PR6-C132509
 Version #: 5
 Q-Exp-Date: 01-22-2021

Line #	QTY	Item #	DESCRIPTION	Ext Sell Price
21	205	2087389-002	ASSY CARESCAPE ONE NIBP HOSE ADULT/PED 2T DINACLICK 12ft (3.6m)	\$11,972.00
22	205	2089791-003	ASSY CARESCAPE ONE NIBP HOSE NEONATAL 2T NEO-SNAP 12ft (3.6m)	\$11,972.00
23	205	2098307-001	CARESCAPE INVASIVE PRESSURE MKP101	
	205	2097655-002	CARESCAPE INVASIVE PRESSURE MKP101	\$131,692.00
	205	2097273-009	CARESCAPE DUAL LEGACY INVASIVE PRESSURE ADAPTER 3ft (0.9M)	\$10,475.50
24	205	2098021-001	CARESCAPE TEMPERATURE MKT101	
	205	2097654-002	CARESCAPE TEMPERATURE MKT101 MODULE	\$112,237.50
	205	2097272-002	CARESCAPE DUAL TEMPERATURE CABLE 9.8ft (3m)	\$7,482.50
25	205	2096245-004	ACM HOLDER, 3X SMALL 1X LARGE MODULES	\$7,482.50
26	410	2090387-009	QUICK CONNECT POLE RAIL CLAMP	\$71,832.00
27	205	2083083-001	INSTALLATION CHARGE	\$3,452.20
	205		CARESCAPE Monitor Options	
28	205	M1172465	Downpost for VHM	\$22,324.50
	1		CARESCAPE Network	
29	61	2036075-209	Reconfiguration of Existing Switch Ports to Trust QoS from Device (per node, minimum of 24 nodes)	\$3,050.00
	63		CARESCAPE Monitor Options	
30	63	2014448-001	Wall mount VHM locking w/o wall channel	\$30,769.20
31	63	411959-001	19-inch wall channel	\$2,286.90
32	63	2083083-001	INSTALLATION CHARGE	Incl.
	138		CARESCAPE B850 V3.1	



GE Healthcare

Date: 01-19-2021
Quote #: PR6-C132509
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Line #	QTY	Item #	DESCRIPTION	Ext Sell Price
33	138	5514366	CARESCAPE B850 MBC313 (ATO MODEL)	
	138	5818089	B850 CPU WITH ONE DISPLAY SUPPORT	\$1,087,164.00
	138	5818087	CARESCAPE B850 CSP V3.1 SOFTWARE	\$430,560.00
	138	5819541-02	B850 ENGLISH US LOCALIZATION	Incl.
	138	2041477-043	SFTWR KBD B850 ENGLISH US	Incl.
	138	2041477-002	SFTWR LIC HZ60 - B850 60HZ POWER FREQ	Incl.
	138	2042396-033	POWER CORD N AMERICA 125V 3.8m STRAIGHT	\$1,614.60
	138	2041477-025	B850 8ICU - Critical Care Software Package	\$28,739.88
	138	2041477-027	B850 8NIC - Neonatal Care Software Package	\$28,739.88
	138	2105824-013	HIST - HISTOGRAM LICENSE	\$43,056.00
34	138	2105824-019	CARESCAPE ONE Support	\$161,460.00
35	138	M1115512	F5 Module Frame, for B850, 5 module slots	\$172,224.00
36	138	M1199109	CARESCAPE Respiratory Module, E-sCAiO	\$910,800.00
37	138	8002174	Mini D-fend water trap, pkg of 10 pcs	\$12,022.56
38	138	2083083-001	INSTALLATION CHARGE	\$73,915.56

Quote Summary:

Total List Price: \$11,127,702.39

SW Credit Lics for Solar

Total Quote Net Selling Price: \$8,192,295.09



GE Healthcare

Date: 01-19-2021
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Line #	QTY	Item #	DESCRIPTION	Ext Sell Price
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(Quoted prices do not reflect state and local taxes if applicable)

Promo-312 Airstrip ONE for Patient Mon Renewal Program.

The subscription start date is 1-1-2018 and expires on 12-31-2018.

If applicable, for more information on this device's operating system, please visit GE Healthcare's product security portal at: <https://securityupdate.gehealthcare.com/en/products>.

If this Quotation contains a trade-in, such trade-in shall be governed by the terms and conditions set forth on the Trade-In Addendum to GE Healthcare Quotation attached to or provided with this Quotation.

If this Quotation has demo/refurbished equipment on it, the quote is valid for 7 days only and is subject to availability.

Service Option invoicing will be separate from the equipment.

All GE Healthcare pricing is confidential and proprietary. Any reporting requires GEHC's consent.



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” are Product support or professional services; “Subscription” is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated support Services; “Healthcare Digital 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 licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. “Specifications” are GE Healthcare’s written specifications and manuals as of the date the Equipment 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. Software licenses, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of expiration or termination.

3. Software License. Other than as identified in a 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 in the United States consistent with the terms of this Agreement. Customer’s independent contractors (except GE Healthcare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. If GE Healthcare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of 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, Customer will be responsible for all third-party expenses incurred by GE Healthcare prior to Customer’s order cancellation and 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 or Subscriptions, Third Party Products and/or related professional or installation services; those orders are non-cancellable.

4.1.2 Used Equipment. Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications (“Used Equipment”). Sale of Used Equipment is subject to availability. If it is no longer available, GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer’s needs, and 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 is responsible for network and site preparation, including costs, in compliance with 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 upgrades and revisions to non-Healthcare Digital 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 project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare Digital 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.

4.6.4 Subscription Acceptance. Products provided pursuant to a Subscription are accepted 5 days after GE Healthcare provides Customer access to the Products.

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, Subscription and Healthcare Digital Products to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. 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, Subscription or use of the Healthcare Digital 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 Lease. If Customer leases a Product, Customer 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. **Subscriptions**. The following terms apply to all Subscriptions (excluding Healthcare Digital Products).

7.1 **Commencement.** Unless otherwise indicated in this Agreement or the Quotation, the Subscription commences on the date GE Healthcare provides Customer access to the Products.

7.2 **Renewal / Non-Renewal.** The Subscription term renews automatically for the same duration as the initial term of the Subscription unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, GE Healthcare may increase prices annually by no more than the Consumer Price Index for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. Subscriptions are not cancellable; however, either party may opt to not renew the Subscription after the initial Subscription term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal.

7.3 **Subscription Equipment.** Title to Equipment and Third-Party Equipment provided via Subscription ("**Subscription Equipment**") remains with GE Healthcare. Customer will not place, or permit the placement of, liens, security interests, or other encumbrances on Subscription Equipment. Customer shall not repair or service Subscription Equipment, or allow others to do so, without the prior written consent of GE Healthcare.

7.4 **Support Services.** Unless otherwise noted in the Quotation, GE Healthcare will provide support Services as described in the Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

7.5 **Upgrades.** Included in the Subscription fees if Customer does not owe any undisputed payments, GE Healthcare will provide upgrades if and when they become available and to the extent they are provided to all GE Healthcare customers with a Subscription for the Products, at mutually agreed upon delivery and installation dates. Upgrades do not include: (i) any optional or separately licensable features; (ii) any Products not covered by the Subscription; or (iii) any virtual environment required to host an upgraded Product. GE Healthcare shall have no obligation to provide upgrades if Products are not maintained within the current major release version or the immediately prior major release version.

7.6 **Access Controls.** Customer must: (i) ensure users maintain individually-assigned confidential user credentials and control mechanisms to access the Subscription; and (ii) take reasonable steps to prevent unauthorized access to Products.

7.7 **Post-Termination.** Upon termination or expiration of the Subscription: (i) Customer must immediately discontinue use of the Products and return Subscription Equipment to GE Healthcare in proper operating condition; (ii) Customer must destroy its copies of Software and Documentation; (iii) Customer must remove its data from Subscription Equipment; (iv) GE Healthcare is not responsible for and may destroy Customer-provided information, images or data; and (v) GE Healthcare will remove Customer's access.

7.8 **Professional Services.** For Services not covered under this Agreement or required due to Customer not meeting its responsibilities under the Agreement, applicable additional professional Services and fees will be required: (i) identified in the Quotation; and (ii) subject to GE Healthcare's then-current pricing.

8. General Terms.

8.1 **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.

8.2 **Governing Law.** The law of the state where the Product is installed, the Service is provided, or the Subscription is accessed will govern this Agreement.

8.3 **Force Majeure.** Performance time for non-monetary obligations will be reasonably extended for delays beyond a party's control.

8.4 **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.

8.5 **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 will survive the Agreement's expiration or termination.

8.6 **Intellectual Property.** GE Healthcare owns all rights to the intellectual property in GE Healthcare's Products, Services, Documentation, Specifications, and statements of work related to a Quotation or otherwise. Customer may provide GE Healthcare with feedback related to Products, Services, and related Documentation, and GE Healthcare may use it in an unrestricted manner.

9. Compliance.

9.1. 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 updates for Equipment and Software required by applicable laws and regulations at no additional charge.

9.2. Security. GE Healthcare is not responsible for: (i) securing Customer's network; (ii) preventing unauthorized access to Customer's network or the Product; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; (vi) third party operating systems, unless specifically provided in the Quotation; or (vii) providing or validating antivirus or related IT safeguards unless sold to Customer by GE Healthcare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCTS REGARDLESS OF A PARTY'S COMPLIANT SECURITY MEASURES.

9.3. Environmental Health and Safety ("EHS"). GE Healthcare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE Healthcare's EHS requirements; (ii) provide a safe environment for GE Healthcare personnel; (iii) tell GE Healthcare about chemicals or hazardous materials that might come in contact with Products or GE Healthcare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.

9.4. 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-validated 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.

9.5. 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 of: (a) the date of Product delivery for a Product purchase; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE Healthcare's fault, training expires without refund.

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

9.7. Connectivity. If a Product has remote access capability: (i) Customer will provide GE Healthcare with, and maintain, a GE Healthcare-validated remote access connection to service the Product; or (ii) GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. This remote access 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.

9.8. Use of Data.

9.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI"), GE Healthcare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE Healthcare, Customer must ensure that all PHI stored in it is deleted.

9.8.2. Data Rights. GE Healthcare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE Healthcare will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE Healthcare without Customer's consent.

9.9. 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.

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

9.11. 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.

10. Disputes and Arbitration

10.1. Binding Arbitration. Other than collection matters and actions seeking injunctive relief to prevent or cease a violation of intellectual property rights related to Products or Services, the parties agree to submit all disputes arising under or relating to this Agreement to the American Arbitration Association (“AAA”) office closest to the largest metropolitan area of the location where the Product is installed or the Service is provided for binding arbitration conducted in accordance with AAA’s then-current Commercial Arbitration Rules. Costs, including arbitrator fees and expenses, will be shared equally, and each party will bear its own attorneys’ fees. The arbitrator will have authority to award damages only to the extent available under this Agreement. Nothing in this Section shall allow either party to arbitrate claims of any third-party not a party to this Agreement. The parties further agree to keep confidential: (i) the fact that any arbitration occurred, (ii) the results of any arbitration, (iii) all materials used, or created for use, in the arbitration, and (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain.

11. Liability and Indemnity.

11.1. Limitation of Liability. GE HEALTHCARE’S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE’S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

11.2. Exclusion of Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

11.3. IP Indemnification. GE Healthcare will indemnify, defend and hold Customer harmless from third-party claims for infringement of United States intellectual property rights arising from Customer’s use of the Equipment or Software in accordance with the Specifications, Documentation and license.

11.4. General Indemnification.

11.4.1. GE Healthcare will indemnify, defend and hold Customer harmless for losses which Customer becomes legally obligated to pay arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE Healthcare’s: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

11.4.2. Customer will indemnify, defend and hold GE Healthcare harmless for losses which GE Healthcare becomes legally obligated to pay arising from third party claims brought against GE Healthcare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer’s: (i) medical diagnosis or treatment decisions; (ii) misuse or negligent use of the Product; (iii) modification of the Product; or (iv) material breach of this Agreement.

11.5. Indemnification Procedure. For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification; (ii) the indemnifying party will control the defense; (iii) the indemnified party may retain counsel at its own expense; and (iv) the indemnifying party is not responsible for any settlement without its written consent.

12. Payment and Finance.

12.1. 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.

12.2. Taxes. Prices do not include applicable taxes, which are Customer’s responsibility.

12.3. Customer Payment Obligation. If installation or acceptance is delayed more than 90 days because of any reason for which Customer or its subcontractor is responsible, GE Healthcare will provide written notice and bill the remaining balance due on the order, and Customer must pay according to the payment terms listed on the Quotation.

13. **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 W Innovation Dr., Wauwatosa, WI 53226.

14. Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

14.1 Overview. GE Healthcare will, in accordance with the terms and conditions of this section, maintain, support and update: (i) Products provided via Subscription (excluding Healthcare Digital Products); and (ii) ViewPoint Software licensed by Customer ("ViewPoint Software") and HIS interface software installed in the United States covered by a Software Maintenance Agreement ("SMA").

14.2 Scope.

14.2.1 Software Support and Maintenance. GE Healthcare will use reasonable efforts to provide Error Correction (defined below) for verifiable and reproducible Errors (defined below) within a reasonable time after: (a) Customer reports the Error to GE Healthcare; or (b) detection by GE Healthcare. Updates (defined below), if released, will be provided at no additional cost as a part of this maintenance commitment. New functionality must be purchased separately, unless otherwise agreed.

14.2.2 Equipment Maintenance. Preventative maintenance service may be required periodically during normal business hours of 8:00 a.m. to 5:00 p.m. (local time) on mutually agreed dates. Customer will make the Equipment available for preventative maintenance upon GE Healthcare request. Additional services to be performed, including specific additional terms thereof, shall be specified in the Quotation or alternate schedules.

14.2.3 Definitions. "Error" means any Software-related problem that: (i) materially interferes with Customer's use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. "Error Correction" means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. "Update" means a change that provides Error Corrections and/or enhances functionality of the Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.

14.2.4 Hotline Support. GE Healthcare will provide phone and email support during standard business hours, excluding GE Healthcare holidays, for problem solving, Error resolution and general help.

14.2.5 Remote Access Support. GE Healthcare may access Software remotely via Customer's network and GE Healthcare-supplied secure tunnelling software to monitor Software parameters to help prevent and detect Errors. Customer will reasonably cooperate with GE Healthcare to establish remote connections. Certain modules require remote access in order to obtain support.

14.2.6 Warranty. GE Healthcare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Services as long as Customer provides prompt written notice to 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.

14.2.7 Exclusions. GE Healthcare has no obligation to Customer for: (i) use of Products in combination with software, hardware, or services not recommended in writing by GE Healthcare; (ii) use in a manner or environment for which GE Healthcare did not design or license the Products, or in violation of GE Healthcare's recommendations or instructions; (iii) interface configuration (often referred to as HIS, PACS or EMR interfaces necessary due to changing vendors or versions); (iv) reorganization of Customer data; (v) consulting or software engineering and programming; (vi) support of Products outside the scope of the foregoing maintenance commitments; (vii) failure to use or install, or permit GE Healthcare to use or install, Error Corrections or Updates; (viii) failure to maintain Products within the current major release version or the immediately prior major release version; (ix) defects in products or services not made and provided by GE Healthcare; (x) any cause external to the Products or beyond GE Healthcare's control; (xi) failure of Customer's network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with Products; and (xiv) migration of Software to different hardware or operating systems.

14.2.8 Software Maintenance Agreement Term. The following applies to ViewPoint software and HIS interface software only: The SMA term and start date is identified in the Quotation and its related Schedule A. Either party may terminate the SMA without cause after the first anniversary by providing at least 90 days' prior written notice to the other party. SMA payments are due within 30 days after receipt of GE Healthcare's invoice.



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 provided “AS IS” and is not warranted by GE Healthcare.

1.5. **Accessories and Supplies.** Warranties for accessories and supplies are at www.gehealthcare.com/accessories.

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

1.7. **Subscription Products.** Products provided via Subscription (excluding Healthcare Digital Products) are not covered by this Warranty Statement. Instead, the Subscription Products and ViewPoint Software Maintenance Terms and Conditions apply.

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) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE Healthcare’s control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or calibration; (v) network and antenna installations not performed by GE Healthcare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE Healthcare (ix) Products immersed in liquid; and (x) replacement of disposable or consumable 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, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year

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

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 original equipment manufacturer (“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.

OEC New or Exchange Service Parts: 120 days

OEC Tubes and Image Intensifiers: 1 year

OEC Refurbished C-Arms: 1 year after installation

IGS Large Display Monitor: Warranty coverage excludes damage caused by Customer abuse

HealthNet Lan, Advantage Review — Remote Products: 3 months

LOGIQ e, Venue 50, Venue Go, Versana Active and related transducers purchased with them: 5 years

LOGIQ V1, LOGIQ V2, Vivid iq, Vscan and Vscan Extend and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Transducers: TEE Probes,

Carts: Venue 50 Docking Cart, Venue Go Cart, Venue Go mounting cradle, LOGIQ e Isolation Cart, LOGIQ e Docking Cart, and LOGIQ V1/V2 Cart

Other Accessories: Batteries (internal & external), and printers and peripherals, TEE cleaning & storage system, ICECord Connector and printers

Warranty covers defective parts and components and includes: (i) repair at GE Healthcare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) 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.

LOGIQ P9 R2.5 and newer and, Versana Premier, Versana Balance, Venue and related transducers purchased with them: 5 years

Voluson P8 BT18 and newer, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 along with related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external) and printers and peripherals, TEE cleaning & storage system

Transducers: TEE Probes

Warranty covers defective parts and components and includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE Healthcare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

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.

Veterinary Use: Notwithstanding anything herein, any Product validated and sold by GE Healthcare for specific use in the veterinary market shall have a one (1) year warranty.

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

B105 and B125 Patient Monitors: 3 years parts and labor coverage with: (i) repair services performed at GE Healthcare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).

Novii Wireless Patch System- Interface and Pods: 1 year starting 40 days after shipment with: (i) exchange services performed at GE Healthcare Repair Operations Center; and (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays. Customer may elect to purchase coverage for Pod damage due to accidental dropping or mishandling. This coverage excludes patches and cables, which are considered Product accessories, and are warranted pursuant to Section 1.5 above.

MAC 2000 and 3500: 3 years

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

CARESCAPE T14 Transmitter: 2 years

SEER 1000: 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

Blood pressure cuffs and related adaptors and air hoses: 1 month

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

Tec 850 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

CARESCAPE Gateway: 1 year

CARESCAPE Bridge: 1 year