YALE-NEW HAVEN HOSPITAL

May 7, 2007

Honorable Cristine Vogel
Commissioner
Office of Health Care Access
410 Capitol Avenue, MS#13HCA
P.O. Box 340308
Hartford, CT 06134-0308

Re: **Replacement of 4-Slice CT Scanner in the Emergency Department with 64-Slice CT Scanner and Relocation of the existing 4-Slice CT scanner for use as an Interventional Scanner (Biopsy/Drainage procedures)**

Dear Commissioner Vogel:

Yale-New Haven Hospital (YNHH) is pleased to submit the attached Letter of Intent for the replacement of a 4-slice CT Scanner with a 64-slice CT Scanner and the relocation of the existing 4-slice CT Scanner for use as an interventional Scanner.

This project involves the purchase of a GE 64-Slice CT Scanner to replace outdated equipment currently in YNHH's Emergency Department. This old equipment will then be moved out of the ED and be used for CT guided biopsy and interventional procedures. Moving these procedures to a dedicated Scanner will free the ED scanner to serve patients who would otherwise have to wait several hours. The cost of the project is estimated to be $2,275,000.

Please forward any correspondence to:

Jean Ahn, System Director
Yale-New Haven Hospital
20 York Street
New Haven, CT 06504

Thank you for your consideration.

Sincerely,

Norman G. Roth
Senior Vice President
Administration

cc: Rebecca Matthews, Esq.
Cheryl Granucci

20 York Street
New Haven, CT 06510-3202

State of Connecticut
Office of Health Care Access
Letter of Intent Form
Form 2030

All Applicants involved with the proposal must be listed for identification purposes. A proposal's Letter of Intent (LOI) form must be submitted prior to a Certificate of Need application submission to OHCA by an Applicant, pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please complete and submit Form 2030 to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. APPLICANT INFORMATION

If this proposal has more than two Applicants, please attach a separate sheet, supplying the same information for each additional Applicant in the format presented in the following table.

	Applicant One	Applicant Two
Full legal name	Yale-New Haven Hospital, Inc.	
Doing Business As	Yale-New Haven Hospital	
Name of Parent Corporation	Yale-New Haven Network Corporation	
Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail	20 York Street New Haven, CT 06504	
What is the Applicant's Status: **P** for Profit or **NP** for Nonprofit	NP	
Does the Applicant have Tax Exempt Status?	Yes X No	Yes No
Contact Person, including Title/Position: This Individual will be the Applicant's Designee to receive all correspondence in this matter.	Jean Ahn Director	
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail	Yale-New Haven Hospital, 20 York Street New Haven, CT 06504	
Contact Person's Telephone Number	(203) 688-2609	
Contact Person's Fax Number	(203) 688-5013	
Contact Person's e-mail Address	Jean.ahn@ynhh.org	

SECTION II. GENERAL APPLICATION INFORMATION

Proposal/Project Title: **Replacement of 4 Slice CT Scanner in Emergency Department with 64 Slice CT Scanner and**

Relocation of the existing 4 Slice CT scanner for use as an Interventional Scanner (Biopsy/Drainage procedures)

a. Type of Proposal, please check all that apply:

☒ Change in Facility (F), Service (S) or Function (Fnc) pursuant to Section 19a-638, C.G.S.:

☐ New Function ☒ Replacement ☒ Additional (F, S, Fnc)

☐ Expansion (F, S, Fnc) ☒ Relocation ☐ Service Termination

☐ Bed Addition` ☐ Bed Reduction ☐ Change in Ownership/Control

Capital Expenditure/Cost, pursuant to Section 19a-639, C.G.S.:

☐ Project expenditure/cost cost greater than $ 3,000,000

Equipment Acquisition

☒ New ☐ Replacement ☐ Major Medical (> $3,000,000)

☒ Imaging ☐ Linear Accelerator

☐ Change in ownership or control, pursuant to Section 19a-639 C.G.S., resulting in a capital expenditure over $3,000,000

b. Location of proposal, identifying Street Address, Town and Zip Code:

20 York Street, New Haven, CT 06504

c. List each town this project is intended to serve:

Please see response to Question 3 in the Project Description

d. Estimated starting date for the project:

Upon OHCA approval

e. Type of project: 20
(Fill in the appropriate number(s) from page 7 of this Form)

Number of Beds (to be completed if changes are proposed)

Type	Existing Staffed	Existing Licensed	Proposed Increase or (Decrease)	Proposed Total Licensed

Not Applicable.

SECTION III. ESTIMATED CAPITAL EXPENDITURE INFORMATION

Estimated Total Project Cost: **$2,275,000**

a. Please provide the following tentative capital expenditure/costs related to the proposal:

Medical Equipment Purchases	
Major Medical Equipment Purchases	1,600,000.00
Non-Medical Equipment Purchases*	
Land/Building Purchases	
Construction/Renovation	$650,000.00
Other (Non-Construction) Specify: move existing 4 slice scanner from CT ER	$25,000.00
Total Capital Expenditure	
Medical Equipment – Fair Market Value of Leases	
Major Medical Equipment – Fair Market Value of Leases	
Non-Medical Equipment – Fair Market Value of Leases*	
Fair Market Value of Space – Capital Leases Only	
Total Capital Cost	
Total Project Cost	**$2,275,000.00**
Capitalized Financing Costs (Informational Purpose Only)	

* Provide an itemized list of all non-medical equipment to be purchased and leased.

b. If the proposal has a total capital expenditure/cost of $20,000,000 or more, you may request a Waiver of Public Hearing pursuant to Section 19a-643-45 of OHCA's Regulations? Please check the your preference as follows:

☐ No ☐ Yes

If you checked "Yes" above, please check the appropriate box below:

☐ Energy ☐ Fire Safety Code ☐ Non Substantive

If you checked "Yes" to the Waiver of Public Hearing, please provide the following:

a) Supporting documentation from elected town officials (i.e. letter from Mayor's Office).

Major Medical and/or Imaging Equipment Acquisition:

Equipment Type	Name	Model	Number of Units	Cost per unit
64 slice CT scanner	GE	VCT	1	1,600,000.00

Note: Provide a copy of the vendor contract or quotation for the major medical/imaging equipment.

A copy of the vendor's quote is attached as Appendix I.

c. Type of financing or funding source (more than one can be checked):

☒	Applicant's Equity	☐	Capital Lease	☐	Conventional Loan
☐	Charitable Contributions	☐	Operating Lease	☐	CHEFA Financing
☒	Funded Depreciation	☐	Grant Funding	☐	Other (specify):

SECTION IV. PROJECT DESCRIPTION

Please provide a description of the proposed project, highlighting each of its important aspects, on at least one, but not more than two separate 8.5" X 11" sheets of paper. At a minimum each of the following items need to be addressed, if applicable.

1. List the types of services are currently being provided. If applicable, provide a copy of each Department of Public Health (DPH) license held by the Applicant.
2. List the types of services are being proposed and what DPH licensure categories will be sought, if applicable.
3. Identify the current population served and who is the target population to be served.
4. Identify any unmet need and describe how this project will fulfill that need.
5. Are there any similar existing service providers in the proposed geographic area?

6. Describe the anticipated effect of this proposal on the health care delivery system in the State of Connecticut.

7. Who will be responsible for providing the service?

8. Who are the current payers of this service and identify any anticipated payer changes when the proposed project becomes operational?

AFFIDAVIT

To be completed by each Applicant

Applicant: **Yale-New Haven Hospital**

Project Title: **Replacement of 4 Slice CT Scanner in Emergency Department with 64 Slice CT Scanner and**

Relocation of the existing 4 Slice CT scanner for use as an Interventional Scanner (Biopsy/Drainage procedures)

I, **James Staten, Chief Financial Officer,** of **Yale-New Haven Hospital,** being duly sworn, depose and state that the information provided in this CON Letter of Intent (Form 2030) is true and accurate to the best of my knowledge, and that Yale-**New Haven Hospital** complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

James Staten
Signature

5/3/07
Date

Subscribed and sworn to before me on 5/3/07

Patricia C. Fiorentino
Notary Public/Commissioner of Superior Court

Patricia C. Fiorentino
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2009

My commission expires:

Form 2030
Revised 7/06

Project Type Listing

Please indicate the number or numbers of types of projects that apply to your request on the line provided on the Letter of Intent Form (Section II, page 2).

Inpatient

1. Cardiac Services
2. Hospice
3. Maternity
4. Med/ Surg.
5. Pediatrics
6. Rehabilitation Services
7. Transplantation Programs
8. Trauma Centers
9. Behavioral Health (Psychiatric and Substance Abuse Services)
10. Other Inpatient

Outpatient

11. Ambulatory Surgery Center
12. Birthing Centers
13. Oncology Services
14. Outpatient Rehabilitation Services
15. Paramedics Services
16. Primary Care Clinics
17. Urgent Care Units
18. Behavioral Health (Psychiatric and Substance Amuse Services)
19. MRI
20. CT Scanner
21. PET Scanner
22. PET/CT Scanner
23. Other Imaging Services
24. Lithotripsy
25. Other Medical Equipment
26. Mobile Services
27. Other Outpatient
28. Central Services Facility
29. Occupational Health

Non-Clinical

30. Facility Development
31. Non-Medical Equipment
32. Land and Building Acquisitions
33. Organizational Structure (Mergers, Acquisitions, Affiliations, and Changes in Ownership)
34. Renovations
35. Other Non-Clinical

PROJECT DESCRIPTION

1. **Currently what types of services are being provided? If applicable, provide a copy of each department of Public Health license held by the Petitioner.**

   Yale-New Haven Hospital (YNHH) is the primary teaching hospital for the Yale School of Medicine and a major community hospital for residents of the greater New Haven area. YNHH offers a full array of primary to quaternary patient services; many quaternary services have been designated as regional or national referral services.

   A copy of YNHH's Department of Public Health (DPH) License is presented as Attachment II.

2. **What types of services are being proposed and what DPH licensure categories will be sought, if applicable?**

   The upgrade of the Emergency Department (ED) CT scanner to multi-detector technology will not constitute a change in service, but will provide for state of the art CT imaging required in a level 1 trauma facility. The new 64 slice scanner will be able to perform multi-detector volume scanning. With this new generation of scanner it is possible to scan and then diagnose dynamic vascular anatomy not possible with the limited 4-slice scanner. It will have the ability to cover more anatomy in less time with more comfort to the patient, which is especially important in this trauma setting.

   The existing 4-slice scanner will be relocated out of the ED, and will be used for CT guided biopsy and interventional procedures, including drainages, ablations, CT guided needle placement and any CT procedure that requires anesthesia. These procedures are presently being performed in the main clinical scanner, causing many delayed, rescheduled and cancelled appointments for the more routine patients. Moving these lengthy procedures to a dedicated interventional scanner will free the clinical CT scanner to better serve both in and out patients who would otherwise have to wait into the evening and overnight hours.

   The purchase of the 64 slice CT scanner and relocation of the 4 slice CT scanner will not affect YNHH's current DPH licensure.

3. **Who is the current population served and who is the target population to be served?**

   The current population served and the target population to be served include the residents of Ansonia, Bethany, Branford, Cheshire, Clinton, Deep River, Derby, East Haven, Essex, Guilford, Hamden, Killingworth, Madison, Meriden, Milford, New Haven, North Branford, North Haven, Old Saybrook, Orange, Oxford, Seymour, Wallingford, Westbrook, West Haven and Woodbridge.

4. Identify any unmet need and how this project will fulfill that need.

YNHH proposes to upgrade its ED CT scanner to a state-of-the art 64 slice volume CT scanner and relocate the existing 4 slice CT scanner into the Radiology Department CT suite where it can be used for CT guided biopsy and interventional procedures.

A 64 slice scanner has the capability to scan patients faster with superior image quality and flexibility to evaluate the patient in any imaging plane desired. In a busy Emergency Department and Level I Trauma Center, where time is critical, a 64 slice CT scanner is key to assist ED physicians with rapid diagnosis and treatment of patients. Additionally, the improved quality of specialized imaging such as CT angiography (CTA) will greatly facilitate diagnosis of pulmonary embolism, dissecting aortic aneurysm, and better define the extent of brain damage from stroke. This same technology can be used for CTA of the coronary arteries, a new and promising technique for evaluating patients with chest pain and possible myocardial infarction. The scanner will also have the ability to do volume scanning of the trauma patient and facilitate visualization of vascular injuries that in the past required traditional angiography.

The availability of an additional CT scanner in Diagnostic Radiology, dedicated to performing approximately 450 CT guided biopsy and interventional procedures annually, will not only improve scheduled and emergent access to CT technology for a variety of these complicated and invasive exams, but it can also be used for pediatric patients when anesthesia is required to facilitate the CT scan. Currently, the daily coordination with physician availability and unpredictable duration of these types of procedures often results in delays for other inpatients who must wait as much as 5 hours for the CT room to open.

5. Are there any similar existing service providers in the proposed geographic area?

CT Scanners are available at the Hospital of Saint Raphael, MidState Medical Center, S.B.D.I Holding Company, Milford Hospital and YNHH's ambulatory sites.

6. What is the effect of this project on the health care delivery system in the State of Connecticut?

Implementation of this proposal will improve accessibility to CT services in the YNHH ED and the main clinical CT area, providing for improved patient and referring physician satisfaction with the CT service. Patients and physicians will be better served since patients will be diagnosed more expediently.

7. Who will be responsible for providing the service?

Yale-New Haven Hospital

8. Who are the payers of this service?

The payers for this service include Medicare, Medicaid, Aetna, Blue Cross, Cigna, Connecticare, HMC PPO, Oxford, PHS, United Healthcare, Workers Compensation, Yale Health Plan and others.

APPENDIX I

VENDOR QUOTE

GE Healthcare

QUOTATION

Quotation Number: P1-C16990 V 10

Yale - New Haven Hospital
20 York St
New Haven CT 06510

Attn: Denise Fiore
Dir. DI and Lab
20 York St
New Haven CT 06510

Date: 04-04-2007

This agreement is by and between the customer and the GE Healthcare entity (referred to herein as "GE Healthcare"), each as identified in the applicable signature block below. GE Healthcare agrees to provide and customer agrees to pay for the products and/or services set forth in this agreement, all in accordance with the terms and conditions set forth herein. This agreement is comprised of:

1) This GE Healthcare Quotation (together with any applicable schedules referred to herein) that identifies the product and/or service offerings purchased or licensed by customer;

2) The attached (i) GE Healthcare Warranty documentation, (ii) GE Healthcare Additional Terms and Conditions documentation and (iii) GE Healthcare Statement of Service Deliverables documentation, as applicable; and

3) The attached GE Healthcare Standard Terms and Conditions-Sales and Service.

In the event of conflict among the foregoing items, the order of precedence is as numbered above. This agreement constitutes the complete agreement of the parties relating to GE Healthcare's delivery of the products and/or services identified in the GE Healthcare Quotation and supersedes all prior oral or written proposals, statements, agreements, commitments, or understandings with respect to the matters provided for herein. Quotation expiration date is as stated below unless otherwise indicated. This Quotation is subject to pricing, configuration and credit approval.

• Terms of Delivery:	CIF, per the attached Standard Terms and Conditions
• Quotation Expiration Date:	06-04-2007
• Billing Terms:	10% down / 70% delivery / 20% installation or first patient use
• Payment Terms:	UPON RECEIPT
• Contract Price Protection:	12 months from date of contract execution, subject to increase 0.5% per month after such 12 months period.
	Yale New Haven Health System

Each party has caused this agreement to be signed by an authorized representative on the date set forth below.

General Electric Company, GE Healthcare
A GE Healthcare business
PO Box 414, Milwaukee, WI 53201-0404
www.gemedical.com

Submitted By: _____ Date
Emily Kloeblen
Sales Representative

Agreed To By: _____ Date
Authorized Company Representative

Please return to your local sales representative.

CUSTOMER
Agreed To By: _____ Date
Authorized Customer Representative

PO#

_____
Print or Type Name

_____
Title

PO Box 414, Milwaukee, WI 53201-0404
General Electric Company
General Electric Company, GE Healthcare

GE Healthcare

QUOTATION

Quotation Number: P1-C16990 V 10

Item No.	Qty	Catalog No.	Description
	1		**LightSpeed VCT XT System Offering**
1	1	S7864ZT	LightSpeed VCT XT Offering

LightSpeed VCT XT Offering

The LightSpeed VCT XT is the world's first clinical volume CT system capable of coronary CTA at 3-6 mSv* dose with no loss in in image quality. This revolution in CT scanning is enabled by the industry leading 40mm V-Res detector, Volara XT Data Acquisition System, 800mA Performix Pro tube and Generator, Real-time Table/Gantry control systems. Built on the legacy of LightSpeed VCT this systems unique technologies deliver true clinical performance. This system contains Volara XT DAS and Xtream XT Console.

Clinical Capabilities:

- Complete a low dose coronary CTA study in as few as 5 heart beats at doses as low as 3-6 mSv* with no loss in image quality with SnapShot(TM) Pulse.
- Complete a helical acquisition coronary CTA study in 4-5 eart beats with GE's exclusive 5-Beat Cardiac (TM).
- In an acute care setting, perform an exam to detect coronary artery disease, pulmonary embolus and aortic dissection in one exam with GE's exclusive Triple RuleOut (TM).
- Scan 1700 mm with 0.625mm slices in 12.5 seconds...fine detail and extremely fast coverage speed for trauma.
- Perform a dynamic neuro CTA and CTP study with 80mm of shuttle coverage with OPTIONAL VoumeShuttle.
- Complete a high resolution chest exam in 1.4 seconds...reducing motion.
- Scan a chest/abdomen/pelvis in 3.4 seconds with sub-mm resolution.

Key Features: Excellent Image Quality:

- Exclusive V-Res (TM) Detector technology providing 40mm of 0.625mm acquisition capability with 58,368 individual detector elements comprised of 64 rows of 0.625mm thick channels providing sub-mm acquisition in all scan modes for optimized MPR and 3D imaging.
- Unprecedented coverage speed of 137.5mm/sec with sub-mm resolution.
- Breakthrough diode technology providing true 64 channel acquisition and a platform for future growth.
- Enhanced features for coronary & angiography including: ECG waveform display on the console, cardiac optimized bowtie filters for dose reduction & cardiac specific image filters.
- Exclusive VariSpeed allows full 360 degree rotation in 0.35,0.4, 0.42,0.45,0.47, 0.5,

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0.6, 0.7, 0.8, 0.9, 1, 2 seconds, ensuring short breath holds, more comfortable exams and flexibility to customize protocols for unique patients needs with minimal coverage impact (0.35 and 0.37 are only available for cardiac applications).

- Routine thin slice scanning, as thin as 0.625mm optimizing lesion detection and facilitating the use of thinner images for sagittal, coronal, oblique, and volume image presentation and review
- Highly efficient compact geometry design delivering optimum performance of the x-ray tube and generator
- Image decomposition to:
  - Retrospective thin images from data sets where thicker images were initially reconstructed
  - Facilitates more detailed image analysis.
  - Improves 3D and reformat visualization.
- 3D Neuro filters:3D filters are available at three different levels offering low, medium, and high degree of image noise reduction. By lowering the image noise, they potentially allow for the reduction of radiation dose while maintaining the image quality
- The R-Peak Editor allows user to retrospectively modify trigger points identifying R-peaks on ECG trace as displayed on the console. The capability may improve successful cardiac acquisition rate by

  enabling users to perform the modification in the cases where there is irregular heartbeat or suboptimal triggers.

Fast Easy Simultaneous Workflow:

- Xtream(TM)FX Workflow Platform, the next evolution of GE's workflow platform built to help you maximize productivity
  - Delivers 16 full fidelity images per second (ips) reconstruction
  - Upto 16 ips network transfer rates
  - Direct Multiplanar Reformats (DMPR) that enables the move from 2D review to prospective 3D review of sagittal, coronal and oblique planes automatically
  - Data Export and Interchange that allow you easily share images with referring physicians and patients
- Includes a complete set of clinically proven protocols and the ability to customize your own for total of 8,460 prgrammable protocols
- Remote tilt from the operator console to increase exam speed.
- Built-in breathing lights with a countdown timer, so the patient does not have to

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guess how much longer to hold their breath.

- In room start button mounted on gantry with countdown display, facilitates single technologist operation and improved departmental productivity.
- GE software allows you to automate or build every task into the protocols to increase throughput.
- 250,000 uncompressed 512 image files storage capacity, and 2880 scan seconds of scan data storage capacity

Dose Management Leadership:

- OptiDose management features: new bowtie filters optimized for coronary angiography and pediatric body exams, full 3D dose modulation, color coding for kids, tracking collimator hardware and software for x-ray beam tracking, optional ECG dose modulation, to name a few of GE's dose optimization features, all based on the ALARA priniciple
- 3D Dose modulation. Before the scan, clinicians can select the desired Noise/IQ: CT then tailored automatically exposure parameters, patient to patient and real-time x-y-z during each scan, resulting in up to 30% dose reduction
- Tracking collimator hardware and software for x-ray beam tracking to minimize patient dose.
- Filtration of the x-ray beam is optimized independently for body and head applications
- DLP (dose length product), and dose efficiency display during scan prescription provides patient dose information to the operator

Clinical Benefits:

- Cardiac CT (option) allows ECG gated acquisitions of the heart in SnapShot mode
- Coronary artery calcification imaging with retrospective and prospective gating-option
- CTA runoffs
- More thin slices faster; routine use of thin slices without compromising IQ, coverage, or throughput
- Full organ coverage in arterial phase
- Longer helical scans
- Multi-phase organ studies
- Improved multi-planar reformats with isotropic microvoxel imaging
- Faster scanning with outstanding image quality and GE's proprietary cross beam and hyperplane reconstruction algorithms
- System designed for optimization of z-axis resolution and dose with 0.625 mm

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slice thickness

System components: Gantry: Advanced slip ring design continuously rotates the generator, Performix tube, Matrix II detector and Volora digital data acquisition system around the patient.

- Aperture: 70 cm
- Maximum SFOV: 50 cm
- Rotational speeds: 360 degrees in 0.35,0.37, 0.4, 0.42,0.45,0.47,0.5,0.6,0.7,0.8,0.9, 1.0 seconds.
- Tilt: +/- 30 degrees, speed: 1 degree/second
- Remote tilt from operator's console
- Integrated breathing lights & countdown timer
- Integrated start scan button with countdown timer to indicate when x-ray will turn on

Laser Alignment Lights:

- Defined internal and external scan planes to +/- 1 mm accuracy
- Operate over full range of gantry tilt
- Coronal light remains perpendicular to axial light as gantry tilts making visual readout easy from tableside or the operator console.

Table: Cantilever design for easy access,and stability

- Vertical range: 43 cm to 99.1 cm
- Vertical scannable range: 78.5cm to 99.1 cm
- Horizontal range: 1700mm, (2000mm option)
- Horizontal Pitches: 0.5:1, 0.9:1, 1.375:1,and Cardiac pitches 0.16:1 to 0.24:1 for 0.35 second scanning
- Horizontal speed: up to 175 mm/sec
- Table automatically re-centers on scan plane with changes in vertical position
- Table load capacity:
  - 227kg (500 lb) +/-0.25mm positional accuracy

X-ray Tube: Performix metal-ceramic tube unit offers a optimized design for exams requiring a large number of scans without tube cooling. o Performix tube with 8.0 MHU of storage and capability of 100 kw operation provides increased helical performance with greater patient throughput and virtually no tube cooling. Advanced technology in the tube includes a metal ceramic frame and high speed bearing for long life at sub-second scanning, a high efficiency motor to accelerate the anode and efficient cooling for high throughput and superior helical performance. o Wide range

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of technique (10 ma to 800 ma, in 5 ma increments) gives technologist and physician flexibility to tailor protocols to specific patient needs, while optimizing patient dose, and providing the power needed to perform a broad spectrum examinations. o Heat storage capacity: 8.0 MHU o Heat dissipation:

- Anode (Max) >2,100 KHU/min
- Casing (cont) 648 KHU/min o Dual Focal Spots:
- Small Focal Spot: 0.7 (W) x 0.6 (L) Nominal Value; (IEC 336/93); 0.8 mm (W) 0.7 mm (L) (IEC 336/205)
- Large Focal Spot: 0.9 (W) x 0.9 (L) Nominal Value; (IEC 336/93); 1.1 mm (W) x 1.0 mm (L) (IEC 336/2005) o Maximum power: 100 kW o Beam collimated to 56 degree fan angle.

High Voltage Generator: High Frequency on-board generator allows for continuous operation during scan.

- 100 kW Output Power
- kVp: 80, 100, 120, 140 kVP
- mA: 10 to 800 mA, 5 mA Increments.

Maximum mA for Each kVp Selection:

- 675mA @ 80kVp
- 770mA @ 100kVp
- 800mA @ 120kVp
- 715mA @ 140kVp

V-Res Detector: The V-Res detector was designed for high performance imaging. The LightSpeed VCT XT delivers up to 64 slices per rotation, and 182 slices per second in cardiac mode. The V-Res detector benefits are:

- Industry leading 40mm coverage per rotation
- Solid Image Quality from the use of GE's exclusive patented detector material
- 64 detector rows, each containing 912 active elements.

Volara Digital DAS (Data Acquisition System): The Volara digital DAS dramatically reduces noise and improves image quality, especially in low dose exams, large patient, or areas of the anatomy that are difficult to image such as shoulder and hips

- 58,368 available input channels
- 2,460Hz maximum sample rate
- Effective analog to digital conversion range greater than 2,000,000:1

IVY 3150 Cardiac Trigger Monitor: Synchronizes output for R-Wave Synchronization Applications features Automatic Operation, ECG and Heart Rate Display, P-Lock

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Algorithm, Trigger Mark, Chart Recorder, ECG Data Storage, ECG Notch Filter, System Interlock, and Universal Power Supply. Designed exclusively to work with GE CT Scanners.

Operator Console: o Split tabletop allows unrestricted patient viewing while supporting 2 19 inch color LCD monitors. Each work surface can be adjusted to accommodate operator preferences and a wide variety of site requirements o Xtream(TM)FX, the next evolution of GE's workflow platform built on the LINUX operating system and delivering fast reconstruction of 16 ips with full fidelity images and the industries fastest network transfer rates of up to 16 ips o 803GB of total system disk space o 2.3GB MOD Erasable rewritable media stores up 4,700 lossless jpeg 512 x 512 images o DVD/CD-r for interchange 9.4GB for up to 7,168 image storage (not recommended as a long term archive).

Image Networking: Exams can be selected and moved between the LightSpeed VCT XT CT Scanner System and any imaging system supporting the DICOM 3.0 protocol for network send, receive and pull/query.

- Standard Auto-configuring Ethernet
- Direct Network Connection
- Supports 1GB or 10/100 BaseT
- Supported Protocols
  - DICOM 3.0 Network
  - Advantage Net
  - InSite Point-to-Point
  - TCP/IP (for System Administration)

DICOM Conformance Standards:

- DICOM 3.0 Storage Service Class
- Service Class User (SCU) for image send
- Service Class Provider (SCP) for receive
- DICOM 3.0 Query/Retrieve Service Class
- DICOM 3.0 MOD Media Service Class
- DICOM 3.0 Storage Commitment Class Push
- DICOM 3.0 Modality Worklist (incl: Performed Procedure Step) (through ConnectPro option)
- DICOM 3.0 Print

InSite Broadband includes: Hardware essential for systems to be connected to highspeed internet. Enables customer to access services designed to: improve quality, enhance performance, increase productivity, reduce costs, reduce downtime, expand

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imaging capabilities, and increase privacy and security of data transmissions

The LightSpeed VCT XT workflow platform is designed to deliver high performance in each of these tasks:

o SmartTools Simplifies Scan Setup and Includes All Reconstructions, Filming, Archiving, Transferring Prospectively Reducing Exam Time by Up to 40%. o Xtream(TM)FX, the next evolution of GE's workflow platform built on the LINUX operating system delivers up to 16 ips reconstruction of full fidelity images and the fastest network transfer rates of up to 16 ips. o Data Export and Interchange allow you to easily share images with referring physicians and patients o Direct MPR that enables the move from 2D review to 3D image review of axial, sagittal, coronal and oblique planes automatically o Exam Split delivers the capability to split a series of patient images into seperate groups for networking o Exam Rx desktop environment provides the clinical tools necessary fast, efficient control of patient studies. Exam Rx tools include patient scheduling and data entry, exam protocol selection, protocol viewing and editing, scan data acquisition, image reconstruction, image display and routine analysis, AutoTransfer, AutoStore, and AutoFilm o ImageWorks is a desktop environment designed to take advantage of the LightSpeed VCT XT CT Scanner System advanced computer systems. Standard features include archive, network and manual film control, as well as some advanced image processing such as Direct multi-planar reformatting (DMPR), multi-projection volume rendering (MPVR) and display. The ImageWorks desktop also provides a gateway for DICOM 3.0 image transactions,either through a local area network, or via DICOM-formatted media. o VariViewer is an interactive axial review mode that can change the slice thickness reconstruction instantaneously o 3D Neuro Filters: 3D filters are available at three different levels offering low, medium and high degree of image noise reduction. By lowering the image noise, they potentially allow for the reduction of radiation dose while maintaining the image quality

Scan Modes: The LightSpeed VCT XT scanner system can perform virtually any clinical application due to its wide variety of scan modes. Helical scan mode offers continuous 360 degree scanning with table incrementation and no interscan delay. Axial scan mode allows for up to 64 contiguous axial planes to be acquired simultaneously.

Scan Enhancements: Xtream XT workflow allows scanning, image reconstruction, display, processing and analysis, as well as networking, archival and filming all while scanning.

- Anatomical programmer: a ten region anatomical selector allows quick and easy access to user programmable protocols. Seperate selector for adult and pediatric exams with greater than 8460 protocol storage available.
- Protocols include preset scan time, kVp, mA, scan mode, image thickness and

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			spacing, table speed, scan FOV, display FOV and center, recon algorithm, and special image acquisition and processing options like DMPR • Any scan parameters may be edited for each scan or all scans - either before or during an exam. The number of scans may also be easily changed. • AutoScan: Automates table movement and start of each scan. • Auto-Voice: 3 preset (English) and 17 user defined messages automatically deliver patient breathing instructions, especially useful for multiple helical scanning. • Trauma Patient: Allows patient scans and image display/analysis without entering patient data before scanning. • Reconstruction Algorithms: Soft Tissue, Standard, Detail, Bone, Bone Plus, Lung, and Edge. Warranty The published Company warranty in effect on the date of shipment shall apply. The Company reserves the right to make changes. All specifications are subject to change. Regulatory compliance:This product is designed to comply with applicable standards under the radiation control for Health and Safety Act of 1968. Laser alignment devices contained within this product are appropriately labeled according to the requirements of the Center for Devices and Radiological Health. Siting Considerations: See the Pre-Installation manual for details of the siting requirements for LightSpeed VCT. This product is a CT-compliant device which satisfies regulations regarding Electro-Magnetic Compatibility (EMC) and Electro-Magnetic Interference (EMI), pursuant to IEC-601.
2	1	B7800KE	English Keyboard scim English Language Keyboard and SCIM
3	1	B7864JA	VCTproduct cables - standard length set (40 Ft) Standard length cable set for VCT and VCT Select system
4	1	B7864TS	GT 1700 Table The VT 1700 table for LightSpeed VCT enables Volume scanning. Key features of the VT 1700 table include: 500 lb weight capacity, 1700 mm scannable range, 175 mm/sec travel time, real-time Z-axis position feedback between gantry and table.
5	1	B7864TL	GT 2000 Table The VT 2000 table for LightSpeed VCT enables Volume scanning. Key features of the

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			VT 2000 table include: 500 lb weight capacity, 2000 mm scannable range, 175 mm/sec travel time, real-time Z-axis position feedback between gantry and table.
6	1	B77011PY	CT Perfusion 3 - Neuro. Package for AW CT Perfusion 3-Neuro Package for Advantage Workstation 4.1 or Higher (Linux) Note: Host ID of Advantage Windows needed to accommodate Perfusion Software addition. CT Neuro Perfusion is an Image Analysis Software Package that allows the user to process Dynamic Image Data and to generate Information with Regard to Changes in Image Intensity over time. It supports the Analysis of CT Perfusion Images obtained by Dynamic CT after injection of contrast, by calculating the Parameters related to Brain Perfusion and Brain Tumor Perfusion and displays the results in a User Friendly Graphic Format and as Parametric (single image that is calculated from a set of time course images at a single location) Images. This Software runs on the Advantage Workstation (AW) Platform. Provides • Rapid Assessment of Patients Experiencing Brain Stroke • Assessment of Tumor Perfusion in the Brain • Quickly Determine Critical Parameters Including: - Cerebral Blood Flow - Cerebral Blood Volume - Mean Transit Time - Permeability Surface Map System Requirements: • AW 4.1 or Higher (Linux)
7	1	F7000CT	Volumeshuttle Option (for LightSpeed VCT XT systems only) VolumeShuttle VolumeShuttle innovatively provides the 80-mm of Z-coverage necessary for accurate dynamic neuro angiographic and perfusion studies with a single contrast injection. GE's exclusive real-time scan control, system architecture, and fast, smooth table acceleration and deceleration enable the patient to be effortlessly shuttled back and forth between two adjacent axial locations, with minimal inter-scan delay. The GE LightSpeed VCT system uniquely designed to make it all possible - as a result of these key scanner attributes:

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			• The 40-mm high resolution V-Res detector with micro voxel technology. • Real-time system controls to precisely control table movement and X-ray control. This technology works by scanning axially in one location and the moving the patient to an adjacent position in @1 second. Another axial acquisition is performed, followed by a shuttle back to the previous position. This cycle continues for the duration of the exam...up to 40 seconds. Each cycle of two acquisitions is approximately 3 seconds. VolumeShuttle provides the wider coverage margin needed to allow for patient variability in the Circle of Willis (80mm) and from the basal ganglia to lateral ventricles (>60mm) - all with the exisitng 40-mm-wide detector and without the multiple contrast injections necessary with today's standard CT systems. This quote includes a future product delivery commitment by GEHC for the above specified product(s). Customer is responsible for downtime, if any, associated with the installation of the product(s) ordered under this commitment. If customer has a service contract with GEHC, customer is also responsible for any changes to service contract pricing due to the installation of the product(s) ordered under this commitment. This commitment is expressly limited to the above specified product(s) that are FDA-cleared, but not yet commercially available. Customer shall not be entitled to any refund in connection with this commitment and no monies may be allocated to any product(s) except the product(s) specified by this commitment. Customer is responsible for the proper accounting for all payments made in the manner required under any state or federal program which provides reimbursement to the customer for or related to any products or services provided under this agreement. Amounts paid by customer under this agreement may include payments toward future acquisitions by customer under the terms and conditions of this agreement. Before order entry, GEHC may remove the future product delivery commitment catalog number item(s) from this order and create a separate order for such catalog number item(s). However, payment terms shall remain the same as originally stated in the quotation and payment for the future product delivery commitmentith catalog number item(s) shall be included with the payment for the original order.
8	1	B7864PP	VCT/Pro32 UnInterruptible Power Supply Option UnInterruptible Power Supply THIS ITEM IS TEMPORARILY UNAVAILABLE IT WILL BE DELIVERED AFTER FEBRUARY 2007 Uninterruptible Power Supply for LightSpeed VCT and LightSpeed VCT Select. LightSpeed VCT and LightSpeed VCT Select Uninterruptible Power Supply; supplys

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Item No.	Qty	Catalog No.	Description
			power to CT console allowing the user to power down system in the event of source power loss; thus preventing the loss of scan data previously acquired before source power loss.
9	1	E4502AE	125A Main Disconnect Panel (US) CT Main Disconnect Panel - 125 Amp This 125-amp main disconnect panel serves as the main power disconnect between the CT system and the facility 400-480V power source. It provides short circuit, overload, under voltage release, automatic restart, and emergency shut down for the CT system. It also reduces install ation time and cost by providing a single-point power connection eliminating the need to mount and wire a number of individual components, and its standardized design and testing assures high product quality and system reliability. On systems where the optional 12.5 KVA partial system UPS is ordered (E4502KT), the main disconnect panel also provides mandated emer gency power off control via a UPS output disconnect function included in the panel design. It also provides a standardized plat form for future UPS or other GE-engineered modifications or upgrades. This panel is compatible with GEHC LightSpeed Pro 16, Pro 32, LightSpeed VCT and RT CT systems. Customer is responsible for rigging and arranging for installation by a licensed electrician. This ITEM IS NON-RETURNABLE AND NON-REFUNDABLE. Warranty Code: Y
10	1	E8016AN	Slicker - VCT 2000 Systems (2-pc Set) Slicker - VCT 2000 Systems (2-pc Set) Protective table cover and cushion set for the CT VCT 2000 systems. This two-piece, sealed slicker cushion set have comfort pads enclosed inside the slicker cover and extender cover. Durable, clear PVC plastic covers facilitate faster, more thorough cleanup of blood and fluids. Also help to increase system uptime by protecting table from spills and particulate contaminants, easy to install and comfortable for patients. Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas. Includes table cushion, extender cushion and catheter bag holder. Warranty Code: H
11	1	E8016BA	Footswitch Cover - VCT 2000 & 1700 Systems Footswitch Slicker for CT VCT 1700/2000 Systems The footswitch slicker for CT VCT 2000 and 1700 systems is made of durable, clear PVC plastic that protects the footswitch and facilitates faster, more thorough cleanup of contamination caused by blood and other body fluids. Cover is held securely in place with Velcro...H
12	4	W0100CT	6 Day CT TiP Onsite System Training

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			6 Day CT TiP Onsite System Training CT Onsite Training for a new CT system • One 4 day onsite visit to coincide with system start-up. • One 2 day onsite follow-up visit 6-8 weeks post system start up. During the first visit, the applications specialist will work with the medical and technical staff on system operation and patient procedures. The training produces the best results when a dedicated core group of 2-4 CT technologists complete the session with a modified patient schedule. It is suggested that key physicians are available to participate in the protocol implementation and image quality review sessions. By the end of this visit, the core group should be able to perform the routine patient procedures. The 2 day revisit is suggested after the staff has run the system for 6-8 weeks, however this is flexible based on the site needs. The training will focus on the intermediate and advanced functions of the system or special needs of the customer. The training produces the best results when the same dedicated core group of 2-4 CT technologists from the initial visit complete the session with a modified patient schedule.
13	4	W0021HC	TiP HQ Class Lightspeed VCT - Full Service TiP HQ Class LightSpeed VCT - Full Service 3.5 day CT course held in the Milwaukee area. Includes travel and modest living expenses. This course is designed to introduce the technologist to the CT LightSpeed VCT system.
14	1	F7002CT	LX VCT XT OPTIONS The LightSpeed VCT XT Options Offering consists of the following items: SnapShot Pulse SnapShot Pulse is a new cardiac scanning techniques that reduces patient dose up to 70% and improves cardiac workflow, without sacrificing any image quality. The LightSpeed VCT system uniquely designed to make it all possible - as a result of these key scanner attributes: • The 40-mm high resolution V-Res detector with micro voxel technology. • Prospective real-time patient heart-rate controlled ECG gating. • Real-time system controls to precisely control table movement and pulse the X-ray on and off.

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SnapShot Pulse uses prospectively triggered axial acquisitions synchronized by the patient heart rate, in which X-rays are turned on only during the required heart phase and turned off completely at all other times. In essence, the technique captures a complete picture of the heart using a series of three to four snap shots taken at precise patient table positions and precisely timed to correspond to a specific phase of the cardiac cycle. Enabling a dose reduction of up to 70% relative to conventional cardiac CT acquisitions.

SnapShot Pulse helps improve workflow by reducing the size of image set to be reconstructed, reviewed and post processed. A typical SnapShot Pulse series consists of 280 - 400 images, compared with up to 3,000 images in a typical helical cardiac scan series. Since these's a smaller number of images to reconstruct, SnapShot Pulse takes less time, yet still delivers the same amount of information as a helical cardiac exam.

R-Peak Editor

The R-Peak Editor allows user to retrospectively modify trigger points identifying R-peaks on ECG trace as displayed on the console. The capability may improve successful cardiac acquisition rate by enabling users to perform the modification in the cases where there is irregular heartbeat or suboptimal triggers.

Neuro Filters

Neuro 3D Filters are available at three different levels offering low, medium and high degree of image noise reduction. By lowering the image noise, they potentially allow for the reduction of radiation dose while maintaining image quality.

This quote includes future product delivery commitment by GEHC for the above specified products. Customer is responsible for downtime, if any, associated with the installation of the products ordered under this commitment. If customer has a service contract with GEHC, customer is also responsible for any changes to service contract pricing due to the installation of the products ordered under this commitment. This commitment is expressly limited to the above specified products that are FDA-cleared, but not yet commercially available. Customer shall not be entitled to any refund in connection with this commitment and no monies may be allocated to any products except the products specified by this commitment. Customer is responsible for the proper accounting for all payments made in the manner required under any state or federal program which provides reimbursement to the customer for or related to any products or services provided under this agreement. Amounts paid by customer under this agreement may include payment toward toward futured acquisitions by customer under the terms and conditions of this agreement. Before order entry, GEHC may remove the future product delivery commitment catalog number items from this

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Item No.	Qty	Catalog No.	Description
			order and create a separate order for such catalog number items. However, payment terms shall remain the same as originally stated in the quotation and payment for the future product delivery commitment catalog number items shall be included with the payment for the original order.

Quote Summary:

Total Quote Net Selling Price **$1,580,065.20**

(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price Includes Trade In allowance, if applicable.)

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Standard Terms and Conditions Sales and Service

References herein to "products" and "services" mean the products (including equipment and software) and services purchased by Customer as identified on the applicable GE Healthcare Quotation.

1. **Confidentiality.** GE Healthcare will treat patient information as confidential and comply with applicable privacy laws. Each party will treat the terms of this agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare (and GE Healthcare's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this agreement or as required by law (with reasonable prior notice to GE Healthcare). The receiving party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure.

2. **Warranties.** GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. Product warranties (if applicable) are set forth in the GE Healthcare warranty forms delivered with this agreement. The foregoing service remedy, together with any remedy provided in the applicable GE Healthcare product warranty forms delivered with this agreement, are Customer's exclusive remedies and GE Healthcare's sole liability for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective warranted products or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY. GE Healthcare may use refurbished parts in new products as long as it uses the same quality control procedures and warranties as for new products. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.

3. **Software License.** GE Healthcare grants to Customer a non-exclusive, non-transferable license to use for internal business only the GE Healthcare software, third-party software and associated documentation provided hereunder by GE Healthcare to Customer, subject to the license scope and other restrictions set forth in this agreement. Customer may permit its employees, agents and independent contractors to use the software and associated documentation consistent with this agreement; provided, however, that Customer shall be responsible for any acts of its employees, agents and/or independent contractors which are inconsistent with this agreement. Customer may only use any third-party software provided by GE Healthcare together with the GE Healthcare software and will comply with all third-party software license terms included in any click or shrink wrap license or of which GE Healthcare otherwise makes Customer aware. Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the software or create derivative works based thereon; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; or (iv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of GE Healthcare or its licensors. Customer may make one copy of the software solely for backup purposes. GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the software and documentation. If Customer acquires any rights to the software or documentation, Customer hereby assigns all of those rights to GE Healthcare or its licensors, as applicable. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this section. If Customer is a U.S. Government agency, Customer acknowledges that the software licensed under this agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Customers as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

4. **Indemnification.** GE Healthcare will defend, indemnify and hold harmless Customer from any third party claims brought against Customer for infringement of intellectual property rights arising from Customer's use of the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software purchased or licensed by Customer from GE Healthcare in accordance with their specifications and within the license scope granted in this agreement. If any such claim materially interferes with Customer's use of the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software, GE Healthcare shall, at its option: (i) substitute functionally equivalent non-infringing products; (ii) modify the GE Healthcare product so that it no longer infringes but remains functionally equivalent; (iii) obtain for Customer at GE Healthcare's expense the right to continue to use the infringing GE Healthcare product; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five year's straight-line depreciation), for the GE Healthcare product that gave rise to the claim. Any such claims against Customer arising from Customer's use of the GE Healthcare manufactured equipment and/or proprietary software after GE Healthcare has notified Customer to discontinue use of such equipment and/or software and offered one of the remedies set forth in clauses (i) through (iv) above are the sole responsibility of Customer. This section represents Customer's sole and exclusive remedy regarding any claim of infringement associated with the GE Healthcare manufactured equipment and/or proprietary software and/or any use thereof. The above indemnification obligation is conditional upon Customer providing GE Healthcare prompt written

notice of the third party infringement claim after receipt of notice of such claim, allowing GE Healthcare to control the defense and disposition of such claim, and reasonably cooperating with GE Healthcare in the defense. GE Healthcare shall not have any obligation to Customer hereunder: (a) for damages sought by a third party claimant based on or resulting from the amount of revenues or profits earned or other value obtained by the use of such GE Healthcare product, or the amount of use of such GE Healthcare product; or (b) for infringement claims based on or resulting from: (i) the use of such GE Healthcare product in combination with any computer software, tools, hardware, equipment, or any other materials, or any part thereof, or services, not furnished by GE Healthcare or authorized by GE Healthcare in its documentation; (ii) the use of such GE Healthcare product in a manner or environment, or for any purpose, for which GE Healthcare did not design or license it, or in violation of GE Healthcare's instructions on use; or (iii) any modification of such GE Healthcare product by Customer or any third party. GE Healthcare shall not be responsible for any compromise made by Customer or its agents without GE Healthcare's consent. This indemnification obligation is expressly limited to the product purchased or licensed by Customer from GE Healthcare. In addition to any other limitations stated in this section, this section does not apply to Gold Seal Exchange Products.

5. **Termination.** If either party materially breaches this agreement and the other party seeks to terminate on the basis of that breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate this agreement. All orders are subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and the proposed order or related service agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. Customer acknowledges that the products are or may be subject to regulation by the FDA and other federal or state agencies. Customer shall not use or permit the products to be used in any manner that does not comply with applicable FDA or other regulations or for any non-medical, entertainment, or amusement purposes. Further, Customer represents that it is purchasing the products for its own use consistent with the terms of this agreement and that it does not intend to re-sell the products to any other party or to export the products outside the country to which GE Healthcare delivers the products. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with the order or related service agreement, GE Healthcare may terminate this agreement (including warranty services hereunder) immediately upon written notice to Customer.

6. **Data Access.** Customer shall permit GE Healthcare to connect to the products, or to otherwise access performance data related to the products, to gather and use products and resource usage data in various ways such as product development, quality initiatives, benchmarking and reporting services. The data collected by GE Healthcare will be used, during and after the term of this agreement, in accordance with all applicable laws and regulations and in a manner that will maintain confidentiality.

7. **Force Majeure.** Neither party is liable for delays or failures in performance (other than payment obligations) under this agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.

8. **Record Retention.** If Section 1861(v)(1)(I) of the Social Security Act applies to this agreement, subsections (i) and (ii) of such Section are made a part hereof. If applicable, GE Healthcare will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the contracts, books, documents and records to the persons, upon the requests, and for the periods of time as required by such subsections.

9. **Cost Reporting.** Customer will (i) fully and accurately account for, and report in any applicable cost reports or otherwise fully disclose to government program payors and accurately reflect where and as appropriate to the applicable reimbursement methodology, and (ii) provide information upon request by federal or state agencies concerning, all services and other items, including any discounts, received from GE Healthcare under this agreement in compliance with all applicable laws, including the federal Social Security Act and implementing regulations relating to Medicare, Medicaid, and other federal and state health care programs.

10. **Customer Responsibilities.** In order for GE Healthcare to perform its obligations under this agreement (including warranty obligations), Customer agrees to:

- Provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare products and services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, ensure that any non-GE Healthcare provided service is performed by, and GE Healthcare products are used by, qualified personnel in accordance with applicable user documentation.
- Provide GE Healthcare prompt and unencumbered access to the products, network cabling and communication equipment as necessary to perform services. This access includes providing and maintaining connectivity to the products (modem line, internet connection, vpn persistent access, broadband internet connection, or other secure remote access reasonably requested by GE Healthcare) to permit GE Healthcare to perform support services and meet service levels, including remote diagnostic, monitoring and repair services. GE Healthcare may separately charge Customer for a scheduled service call where Customer does not provide such access and GE Healthcare is therefore required to schedule an additional service call.

- Provide a secure area reasonably near the products for GE Healthcare's proprietary service materials. Customer shall not have any right, title or interest in or to these materials or any license or other right to access, use, or decompile these materials. Customer agrees to use reasonable efforts to protect this GE Healthcare property against damage, loss or unauthorized access or use.
- Promptly place service calls in accordance with any reasonable GE Healthcare protocols provided to Customer and designate a Customer representative and alternate as GE Healthcare's support contacts with the necessary skills to assist GE Healthcare in the diagnosis of service problems.
- Establish and maintain security, virus protection, backup and disaster recovery plans for any data, images, software or equipment (GE Healthcare's services do not include recovery of lost data or images). This responsibility includes maintaining secure network and network security components, firewalls and security-related hardware or software, preventing unauthorized access to the product and preventing interception of communications between GE Healthcare's service center and the product.
- Obtain and maintain all licenses, permits, and other approvals necessary for installation, use, disposal, and recycling (each as applicable) of products provided under this agreement. During the term of this agreement, Customer will take all necessary and legally required precautions for the health and safety of GE Healthcare personnel who will perform any service at the Customer site, including, but not limited to, (i) instructing any GE Healthcare personnel who will be present at the Customer site about Customer's safety procedures and practices, (ii) providing GE Healthcare with current written information identifying all known existing hazardous materials (including wastes) on or near the Customer site that could affect the GE Healthcare personnel, (iii) taking all necessary and/or legally required actions to properly store, remove and/or remediate any safety conditions and hazardous materials so that GE Healthcare may safely perform its services, and (iv) maintaining a workplace and operating environment in accordance with Federal, State and/or local requirements. GE Healthcare shall have no obligation to perform services until Customer has complied with each of the items identified above.

Unless expressly provided otherwise, Customer is separately responsible for: (a) the repair, replacement or removal of any disposables, consumables, supplies, accessories or collateral equipment; (b) the provision of or payment for any applicable rigging or facility cost; and (c) any service necessitated by (i) Customer's or its representative's designs, specifications, or instructions, (ii) anything external to the products, including any causes or events beyond GE Healthcare's reasonable control, (iii) product misuse, (iv) combining any component of the products with any incompatible equipment or software, or (v) Customer's relocation, additions, or changes to the products, unless GE Healthcare has consented in writing to such relocations, additions or changes.

11. Terms of Payment. The payment terms for the product(s) and/or service(s) are stated in the GE Healthcare Quotation or additional terms and conditions, as applicable. For any products requiring final assembly or installation by GE Healthcare, if such assembly or installation is delayed by more than 30 days after delivery of the products for any reason for which Customer is responsible, GE Healthcare will bill Customer for and Customer will pay GE Healthcare any remaining payments due under this agreement. If Customer has a good faith dispute regarding payment for a particular product (or subsystem thereof) or service, such dispute shall not entitle Customer to withhold payment for any other product (or subsystem thereof) or service purchased from GE Healthcare. GE Healthcare may revoke credit extended to Customer because of Customer's failure to pay for any products or services when due or for any other reason deemed good or sufficient by GE Healthcare, and in such event all subsequent shipments and services shall be paid for on receipt. Customer grants GE Healthcare a purchase money security interest in all items of equipment listed in the GE Healthcare Quotation until full payment is received, and Customer agrees to perform all acts and execute all documents as may be necessary to perfect GE Healthcare's security interest. Prices for upgrades and revisions assume that Customer returns the replaced component and transfers title to GE Healthcare at no charge to GE Healthcare.

12. Late Payment. Failure to make timely payment is a material breach of this agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under any or all GE Healthcare agreements until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits that may be due to Customer under an agreement may be applied first to any outstanding balance. If, after product delivery, Customer does not make any payments for the products within 45 days after such payments are due, GE Healthcare may, upon 10 days prior written notice to Customer, either (a) enter upon Customer's site and remove the products or (b) temporarily disable the products so that they are not operational.

13. Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes ("Taxes"). Customer acknowledges and agrees it shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest and penalty by any taxing authority, Customer agrees to reimburse GE Healthcare for any such Taxes, including any interest or penalty assessed thereon. Each party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.

14. Customer Training. Unless otherwise stated in the catalog description, training must be completed within 12 months after (i) the date of product delivery for training purchased with products and (ii) the start date for services for training purchased with services. If training is not completed within the applicable time period, GE Healthcare's obligation to provide the training will expire without refund.

15. **Assignment; Use of Subcontractors.** Neither party may assign any of its rights or obligations under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignees agree, in writing, to be bound by the terms of this agreement. Subject to such limitation, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. GE Healthcare may hire subcontractors to perform work under this agreement; provided, however, that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this agreement.

16. **Medical Diagnosis and Treatment.** Customer hereby acknowledges and agrees that all clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

17. **Amendment; Waiver; Survival.** This agreement may be amended only in writing signed by both parties. Any failure to enforce any provision of this agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration. Software license provisions applicable to perpetual software licenses fully paid for prior to termination shall survive termination of this agreement.

18. **Governing Law; Disputes; Limitation of Liability.** The law of the state where the product is installed or the service is provided will govern any dispute between the parties. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT. Disputes (other than collection matters) arising under or relating to this agreement will be submitted to the American Arbitration Association ("AAA") office located closest to the largest metropolitan area of the state where the product is installed or the service is provided for binding arbitration in accordance with the AAA's Commercial Arbitration Rules. The cost of the arbitration, including the fees and expenses of the arbitrator, will be shared equally, with each party paying its own attorneys' fees. The arbitrator will have the authority to award damages only to the extent otherwise available under this agreement. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR STAND-ALONE PRODUCT OR SERVICE OFFERINGS, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR ITS REPRESENTATIVES) SHALL HAVE LIABILITY TO THE OTHER UNDER THIS AGREEMENT FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS EXCESS COSTS INCURRED, DATA LOSS OR LOST PROFITS OR REVENUE. The limitation of liability and exclusion of damages shall apply even if the limited remedies fail of their essential purpose.

19. **Contract Formation.** GE Healthcare's Quotation is subject to withdrawal at any time before acceptance. Customer accepts by signing and returning the Quotation or by sending a purchase order in response to the Quotation. Upon Customer's acceptance, GE Healthcare's Quotation and the related terms and conditions referred to in the Quotation (as modified to the extent applicable by any strategic purchasing agreement Customer may have in effect at the time with GE Healthcare) shall constitute the entire agreement relating to the products and services covered by the Quotation. No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding on GE Healthcare unless hereafter made in writing and signed by GE Healthcare's authorized representative. Customer is hereby notified of GE Healthcare's objection to any terms inconsistent with this Quotation and to any other terms proposed by Customer in accepting this Quotation. Neither GE Healthcare's subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by GE Healthcare to any such terms. GE Healthcare's supplies and accessories products are covered by a separate terms and conditions statement available at www.gehealthcare.com/accessories.

20. **Leases.** If Customer is acquiring use of products through an equipment lease (a "Lease") with an equipment lessor (a "Lessor"), certain provisions of this agreement will be modified as follows: (i) payment (the applicable Lessor or Customer, as agreed by the parties, will pay GE Healthcare the purchase price for the products per the terms of the applicable GE Healthcare Quotation, including any applicable GE Healthcare additional terms and conditions, or such other terms and conditions as shall be agreed to in writing by GE Healthcare and the Lessor); (ii) title transfer (GE Healthcare will convey title to the equipment portion of the products to the applicable Lessor per the terms of the applicable GE Healthcare Quotation, including any applicable GE Healthcare additional terms and conditions, or such other terms and conditions as shall be agreed to in writing by GE Healthcare and the Lessor); (iii) acceptance (as between Customer and the applicable Lessor, the terms of product acceptance shall be governed by the applicable Lease and other documentation entered into between Customer and such Lessor; as between GE Healthcare and such Lessor, the terms of product acceptance shall be governed by the terms of the applicable GE Healthcare Quotation, including any applicable GE Healthcare additional terms and conditions, or such other terms and conditions as may be agreed to in writing by GE Healthcare); (iv) warranties (subject to the last sentence of this section, all warranties hereunder shall extend to and be enforceable by Customer); and (v) software licenses (Customer shall be an authorized end-user under any software licenses under this agreement in connection with the products, subject to the applicable license terms and conditions). Notwithstanding this section, if the applicable Lessor does not comply with the terms of this agreement relating to items (i) and (iii) above, Customer continues to be responsible for the payment and acceptance obligations hereunder. As between the applicable Lessor and Customer, the applicable Lease terms may modify the manner in which warranties hereunder are enforceable by Customer, provided that GE Healthcare shall not be bound by any Lease terms that would modify GE Healthcare's warranty obligations unless GE Healthcare has agreed in writing to such modifications.

21. Products. The following provisions shall apply only to the purchase or licensing of products:

21.1 Delivery: When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delivery dates are approximate. If Customer requests a later delivery date within 45 days of the mutually agreed scheduled delivery date, GE Healthcare may, at its option, deliver the products to a storage facility designated by Customer or, if Customer fails to designate a storage facility, to a storage facility designated by GE Healthcare, at Customer's expense. At the time of such delivery, Customer will pay GE Healthcare for any amounts due upon delivery. If Customer fails to schedule a delivery date with GE Healthcare within six months after order entry, GE Healthcare may cancel Customer's order upon written notice to Customer.

21.2 Transportation, Title and Risk of Loss: Unless otherwise indicated in the GE Healthcare Quotation, shipping terms are C.I.F. pursuant to Section 2-320 of the Uniform Commercial Code. GE Healthcare is responsible for payment of freight and for arranging and paying for insurance on behalf of Customer against property damage or loss until delivery to Customer. Title and risk of ownership to equipment passes to Customer at GE Healthcare's shipping dock. Software is licensed to Customer, but no title to or other ownership interest in such software passes to Customer.

21.3 Installation: GE Healthcare's installation services provided or identified in its Quotation will be performed in accordance with applicable GE Healthcare installation guides and project plans and otherwise subject to the following additional provisions. Customer agrees to review the applicable installation guides and project plans and perform its obligations set forth in those materials.

- Customer will prepare the location for the installation consistent with GE Healthcare's written specifications and applicable law. Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties. For products that will be operated on or in connection with Customer supplied hardware or software, Customer is responsible for ensuring that its hardware and software conform with GE Healthcare's minimum hardware and software requirements as made available to Customer. Unless GE Healthcare has agreed in writing to maintain responsibility for an applicable service, Customer will be responsible for enabling the connectivity and interoperability between its Customer supplied hardware or software or other systems or devices and the GE Healthcare product, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with GE Healthcare's written specifications.
- Unless Customer has elected to purchase network preparation and certification services from GE Healthcare as set forth in the GE Healthcare Quotation, Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the products and that it otherwise meets GE Healthcare's network configuration requirements (including requirements for preparation of Customer's site, remote interconnections and Internet Protocol address assignments) provided by GE Healthcare to Customer.
- If local labor conditions make it impractical to, or GE Healthcare is directed not to, use GE Healthcare's regular employees for the installation, all work will be performed by Customer's laborers or outside labor at Customer's expense; provided that GE Healthcare will, at Customer's request, furnish supervision for proper installation.
- GE Healthcare will provide Customer with the product(s) in the configuration as listed in the Quotation. The configuration is based upon information furnished to GE Healthcare by Customer. Customer is responsible for modifications, if any, to the configuration due to inaccuracies or incompleteness of the information furnished to GE Healthcare by Customer, changes in Customer's needs or requirements, or for other reasons attributable to Customer.

21.4 Acceptance: Unless expressly provided otherwise in this agreement or in the applicable GE Healthcare installation guide or standard project plan, Customer shall be deemed to have accepted a product delivered by GE Healthcare under this agreement on the earlier of: (i) if GE Healthcare installs the product, 5 days after GE Healthcare notifies Customer that it has completed assembly and the product is operating substantially in accordance with GE Healthcare's published performance specifications; (ii) if GE Healthcare does not install the product, 5 days after delivery of the product to Customer; or (iii) the date Customer first uses the product for patient use.

22. Services. The following provisions shall apply only to the purchase of services:

22.1 Coverage Commencement for Certain Equipment: GE Healthcare may inspect all equipment that has been without GE Healthcare warranty or service contract coverage for more than 30 days. This service agreement will be effective for such equipment only after a GE Healthcare service representative has determined its eligibility. If service or initial repair is required, the cost will be separately invoiced to Customer at GE Healthcare's then current list prices/rates for time and materials. GE Healthcare and Customer will from time to time review the inventory of equipment covered by the agreement to confirm its accuracy. Service fees may be adjusted following any such review by written agreement of the parties.

22.2 End of Support Announcement: If GE Healthcare announces to its customers that it will no longer offer support ("end of product life") for a product or component, then upon at least 12 months' prior written notice to Customer, GE Healthcare may, at its option, remove any such item from all GE Healthcare service agreements, with an appropriate adjustment of charges, without otherwise affecting such agreements. GE Healthcare will use its reasonably diligent efforts to continue its support obligations under this service agreement for any product or component that is approaching its end of product life for as long as it is covered by this service agreement.

22.3 Inflation Adjustments: After the first year of the agreement, but no more than annually, GE Healthcare may adjust the service fees by an amount no more than one-half of the prior 12-month increase in the US Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) for "Precision production, craft, and repair occupations (not seasonally adjusted, total compensation)", or any replacement index as determined by the BLS. This adjustment shall be no more than 2% annually and Customer will be notified by GE Healthcare at least 60 days prior to any adjustment.

22.4 Additional Services: Customer is responsible for notifying GE Healthcare to the extent it proposes to add items to a service agreement. Any services provided by GE Healthcare at Customer's request that are not covered by this agreement will be furnished at GE Healthcare's then current list prices/rates for time and materials, plus expense reimbursement for reasonable travel and living expenses.

GE Healthcare

Additional Terms and Conditions For Diagnostic Imaging Products

These Additional Terms and Conditions incorporate GE Healthcare's Standard Terms and Conditions – Sales and Services (GE Healthcare) and will apply to the purchase and use of GE Healthcare diagnostic imaging products in the X-Ray, Mammography, CT, MR, PET, PET Cyclotron/Chemistry, and Nuclear modalities. Certain provisions apply only to pre-owned GoldSeal Preferred products in these modalities and other provisions apply only to construction work GE Healthcare has agreed in writing to provide.

Cancellation and Payments. If Customer cancels an order without GE Healthcare's prior written consent within 90 days before the scheduled delivery date, Customer will pay a cancellation charge of 15% of the price of the products ordered. GE Healthcare will retain as a credit any payments received up to the amount of the cancellation charge. If Customer cancels an order for products requiring site evaluation services by GE Healthcare or its representatives, Customer will also pay GE Healthcare reasonable charges for such services performed prior to cancellation. If applicable for the order, Customer will pay all progress payments (other than the final payment) prior to final product calibration, and GE Healthcare may, at its option, delay final calibration until required progress payments are received.

Order Changes. GE Healthcare will accept order changes up to 5 weeks prior to scheduled delivery or, for orders placed less than 5 weeks before the delivery date, up to 3 business days after its receipt of the order. GE Healthcare reserves the right to refuse late change requests. Product delivery may be delayed by late change requests.

Site Preparation. If applicable, Customer will be responsible, at its expense, for preparing the site where the products will be installed in accordance with GE Healthcare's site preparation requirements. Site preparation requirements vary by product and are described in the applicable GE Healthcare product pre-installation manual and other materials provided by GE Healthcare. Site preparation includes, but is not limited to, compliance with all necessary electrical, lighting, heating, air conditioning, plumbing, radiation shielding, fire protection, ceiling and wall structures/supports, architectural/seismic preparations, magnetic and radio frequency shielding, and other environmental requirements, as applicable for the specific product.

For MR systems, Customer will provide a site and surroundings suitable for installation and operation of an MR system producing strong magnetic and electric fields, and Customer will be required to provide a water chiller meeting GE Healthcare specifications.

For PET or PET Cyclotron/Chemistry systems, Customer will provide a site and surroundings suitable for installation and operation of such a system using and/or producing radiation. Further, Customer will be responsible for obtaining all required federal, state, and local licenses and permits for radioactive sealed sources and radioisotopes used with such system. If permitted under applicable licensing requirements, GE Healthcare representatives will work under Customer's license and supervision when handling any radioactive substance for which a license is required, or Customer will provide such handling itself under an appropriate license. Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system.

Site Evaluation Assistance. If applicable, upon Customer's request, GE Healthcare will provide reasonable assistance in evaluating and reviewing Customer's site preparation plans, drawings and materials to facilitate compliance with GE Healthcare's site planning requirements. Site evaluation assistance available from GE Healthcare varies by product and will be coordinated through GE Healthcare's assigned installation specialists. GE Healthcare's site evaluation services rely on and are subject to the completeness and accuracy of information provided by Customer, its representatives and contractors, and conditions prevailing at the time of such site evaluation services. Such site evaluation services are intended only to assist Customer in fulfilling its responsibility to ensure that the site complies with GE Healthcare's applicable site preparation requirements.

Installation and Certification. If applicable, GE Healthcare will provide product assembly, installation, interconnection, calibration and checkout services, as required, at no additional charge, except for items excluded herein. Upon completion of assembly and installation and prior to turnover of the products to Customer for clinical use, as applicable, GE Healthcare will perform prescribed tests using its own performance specifications, instruments and procedures to verify that the products meet GE Healthcare's applicable performance specifications. GE Healthcare will not provide rigging or site preparation services in connection with product installation, unless otherwise agreed in writing by GE Healthcare for an additional charge. GE Healthcare will not install accessory items such as illuminators, pass boxes, cabinets, darkroom equipment or processors for X-Ray and CT products, unless otherwise agreed in writing by GE Healthcare.

Customer will provide any licenses, permits and approvals needed for installation and use of the products, including, but not limited to, licensing, compounding, packing, holding and reporting requirements of the FDA, NRC, state radiation control authorities and state pharmacy and medical boards, and any state or local architectural/seismic submissions and approvals, as applicable. GE Healthcare will file any required Federal and State reports relating to its installation activities. GE Healthcare will not install, test, certify or provide its own software license or warranty for products that are not listed in its on-line catalog or price pages at the time of sale (such products are normally identified by NL or NW series numbers), unless otherwise agreed in writing by GE Healthcare.

Applications Training. At Customer's request and for an additional charge, GE Healthcare will provide training for Customer personnel through GE Healthcare's Learning Solutions TiP "Training in Partnership" program. Customer may select training at GE Healthcare's then-current standard rates and in accordance with its then-current training program offerings and terms.

Use in Manufacturing. The products and/or their components may have been operated intermittently under normal conditions and/or used in staging similar types of products for a limited time period at GE Healthcare's manufacturing facility to (1) verify that products and components perform reliably in accordance with their specifications or (2) facilitate engineering testing of other components and software. Further, the products and/or components may have undergone design maturity testing at GE Healthcare's manufacturing facility to validate the reliability of new or modified product design and manufacturing processes. Such tests are conducted on a small percentage of newly manufactured products and simulate normal operation within a product's technical specifications for a limited time period. Use of products or components for the purposes described above does not impair their useful life or affect their warranty.

Remote Access. If applicable, Customer is responsible for providing and maintaining an appropriate telephone line or Broadband connection at the site that GE Healthcare may use to provide remote diagnostic service for the products. Eligible products include an uptime commitment during the warranty period, provided Customer maintains a Broadband connection in accordance with GE Healthcare specifications and allows GE Healthcare to remotely monitor performance of the products via this connection. GE Healthcare will provide details of this uptime commitment for eligible products.

Mobile Systems. For products that are approved by GE Healthcare for use as transportable, relocatable and mobile systems, GE Healthcare will deliver the system to Customer's van manufacturer and furnish final assembly services to place the system in Customer's van. At the time of order, Customer must notify GE Healthcare of the van manufacturer to which the system is to be shipped. It is Customer's responsibility to make arrangements with the van manufacturer for delivery of the van and to comply with any additional planning requirements of the van manufacturer. For MR systems, GE Healthcare's product tests will be performed when assembly in the van is completed and MR system operation will be re-checked when the van is delivered to Customer.

GoldSeal Preferred Products. For products designated as GoldSeal Preferred products (identified by catalog numbers beginning with L, NL193-199, and NL528), the products have been previously owned and used; they are not new. When delivered to Customer, the products may have received mechanical, electrical and/or cosmetic reconditioning, as necessary, and will meet their original specifications. GE Healthcare will deliver pre-owned mobile, transportable and relocatable MR and CT systems to Customer's site at no additional charge. Since pre-owned products may be offered simultaneously to several customers, their sale to Customer is subject to their continued availability at the time Customer offers to purchase the products. If the products are no longer available, (1) GE Healthcare will attempt to identify other pre-owned products in its inventory that meet Customer's needs and (2) if substitute products are not acceptable to Customer, GE Healthcare will cancel the order and refund any deposit Customer has paid for such products.

iCenter and iLinq. If specified in the Quotation, GE Healthcare will provide iCenter and/or iLinq information management services at no additional charge during the term of the applicable product warranty, subject to then-applicable terms and conditions for such services.

Site Access Control. Customer is responsible for controlling access to the products and for all operations and protocols using the products at the site, and Customer will comply with all applicable laws and regulations related to site access control.

For MR systems, Customer acknowledges that such systems utilize magnets of high field strength and radio frequency electromagnetic fields. The magnetic fields of such systems attract ferro-magnetic articles and are capable of rapidly accelerating such articles toward the magnet, creating corresponding physical danger to persons in the vicinity and possible damage to such systems. In addition, the magnetic and radio frequency fields of such systems may adversely affect the operation of pacemakers, equipment containing magnetic reed switches, and aneurysm or surgical clips.

For PET or PET Cyclotron/Chemistry systems, Customer acknowledges that such systems utilize radioactive materials. As with all systems utilizing radioactive materials, hazards exist creating possible physical danger to persons in the vicinity.

Radioactive Materials. For nuclear, PET and/or PET Cyclotron/Chemistry systems that require the use of radioactive sources included with the order, Customer is solely responsible for obtaining any NRC and other government licenses required to use such sources. If Customer does not provide GE Healthcare with satisfactory evidence that Customer has obtained all required licenses at the time of order entry, GE Healthcare may, at its option, remove such sources from the order and create a second order for such sources. GE Healthcare will then ship the other products ordered and bill Customer for the amount due for delivery of products under the original order, less the amount attributable to such sources. GE Healthcare will ship such sources to Customer only after Customer provides GE Healthcare with satisfactory evidence that Customer has obtained all required licenses for such sources and GE Healthcare will bill Customer for the amount due for such sources upon shipment. Customer shall pay for and accept delivery of the other products and such sources per the above procedures.

In addition, Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system. For PET Cyclotron/Chemistry systems, GE Healthcare will provide 4.12 grams of ^{18}O water per installed ^{18}F target to perform GE Healthcare's standard on-site acceptance testing, and Customer is responsible for the expense of any additional testing requirements for such systems.

Magnet Maintenance and Cryogens. The price of MR systems includes all cryogens necessary for final assembly and testing of the MR system. Cryogen loss attributable to power loss or water chiller failure for the MR system's shield cooler or condenser system during installation is Customer's responsibility, and Customer will be billed for cryogen replacement in 250 liter (minimum dewar size) increments plus the associated cryogen transfill labor at GE Healthcare's standard hourly billed service rates. After final assembly, Customer will be responsible to supply and install all cryogens, unless cryogen loss is caused by a defect in material or workmanship within the scope of GE Healthcare's applicable MR system warranty. Following final assembly, GE Healthcare will offer magnet maintenance and cryogen service under a separate agreement. The typical helium level upon final assembly as measured using the supplied helium meter is approximately 70%.

Provided cryogen boil-off rates have not been adversely affected by actions of Customer, its representatives or contractors, or any third party not authorized by GE Healthcare, GE Healthcare will provide a super-conductive magnet which, at the expiration of the warranty period, has cryogen boil-off rates not exceeding those stated in GE Healthcare's applicable magnet specifications. GE Healthcare has no responsibility to Customer for cryogen boil-off rates subsequent to expiration or termination of the applicable MR system warranty.

End Of Life Disposal. For PET and PET Cyclotron/Chemistry systems, at the end of the system's useful life, Customer is responsible for disposing of the system in accordance with applicable federal, state and local laws and regulations. Upon request, GE Healthcare will provide consulting concerning the disposal of such systems to help promote compliance with regulations and environmentally responsible disposal.

PET Cyclotron/Chemistry Special Terms. For PET Cyclotron/Chemistry systems, any target or gas processing system purchased with the system must be installed with the original system prior to system checkout. Installation after this time will require a separate quotation by GE Healthcare and is billable to Customer at GE Healthcare's then-current installation rates. Further, any system storage fees associated with this

order are solely the responsibility of Customer. PET Cyclotron/Chemistry systems are sold for use in generating radiotracers for diagnostic imaging applications only. GE Healthcare does not sell or intend such systems or any part(s) thereof for use in radiation therapy.

Software License. Except as modified by license terms provided for specific software, GE Healthcare grants Customer a non-exclusive, non-transferable license to use the software (1) for Customer's internal business use and (2) only on the specific equipment for which GE Healthcare provided Customer the software at the identified location (or, for mobile systems, in the specific vehicle) identified in the Quotation. Customer may make one copy of the software in machine-readable form solely for backup purposes, in accordance with Customer's standard back-up policies, provided Customer reproduces on such copy the copyright notice and any other proprietary legends that were on the original copy.

GE Healthcare also grants Customer a non-exclusive, non-transferable license to use the copy of the documentation ("documentation" means GE Healthcare provided user manuals, on-line help functions and user instructions regarding the operation, installation or maintenance of the software) identified in the Quotation and having a white cover or label and/or a notice that identifies it as "operating documentation", and use the tools or instruments identified in the Quotation and provided with the equipment in a container having a white cover or label and/or a notice that identifies them as "operating tools", for the sole purpose of using the software and equipment for their intended purposes.

Customer may transfer authorized copies of the software, operating documentation and operating tools to a party that purchases or otherwise acquires the equipment and accepts the terms of this license and any other applicable license terms, except that GE Healthcare's prior written consent is required for transfers of software and documentation that are (i) not a part of the base system standard operating software or documentation for the equipment and (ii) generally provided by GE Healthcare to its customers for a separate fee or charge. Advanced service software is subject to a separate fee and eligibility criteria and licensed under a separate agreement with GE Healthcare.

Affiliate Billing. If Customer's order includes products manufactured by more than one GE Healthcare affiliated company, each affiliated company may invoice Customer separately for the portion of the total price under the Quotation attributable to its products, under the same payment terms specified in the Quotation. There shall be no additional fees or charges to Customer for such separate invoicing.

GE Healthcare-Supplied Parts. GE Healthcare products are designed to provide optimum performance with GE Healthcare-supplied parts. Accordingly, GE Healthcare can make no assurances that product performance will not be affected by the use of non-GE Healthcare-supplied parts. In some instances, use of non-GE Healthcare-supplied parts may affect product performance or functionality.

To enhance user awareness when non-GE Healthcare-supplied tubes are in use, certain products that use x-ray or image intensifier tubes have been designed to recognize GE Healthcare-supplied tubes and report to the user the presence of a non-GE Healthcare-supplied tube. This will permit the user to make any adjustments to product use that the user deems appropriate. Use of the products with non-GE Healthcare-supplied tubes/other parts is always at the user's discretion. GE Healthcare assumes no liability for the use of non-GE-Healthcare supplied tubes/other parts and disclaims any responsibility for any effect such tubes/other parts may have on product performance.

Broadband Connectivity. GE Healthcare will provide Customer with expanded warranty protection for eligible diagnostic imaging systems covered by the Quotation, as identified in the Quotation ("Eligible Systems"), in consideration of Customer's commitment to provide a broadband network connection to enable GE Healthcare to better provide warranty service for the Eligible Systems during the warranty period. The following provisions will apply only to Eligible Systems and only during the warranty period:

To be eligible for this expanded warranty protection, Customer must: (1) establish (if not previously established) and maintain a broadband network connection at Customer's site that connects to the Eligible System, which broadband connection meets GE Healthcare's minimum specifications, (2) provide GE Healthcare with access to the Eligible System through Customer's broadband network connection and maintain security for Customer's broadband network connection in accordance with appropriate industry best practices, (3) provide necessary support to maintain such broadband network connection, including designation of a primary Customer contact person, (4) provide GE Healthcare with at least 2 business days advance notice of any planned changes to Customer's network that may impact such broadband connection and with notice of any unplanned changes (e.g., power outages, computer viruses, system crashes) to Customer's network that may impact such broadband connection within 2 business days after the occurrence of the unplanned changes, (5) reasonably cooperate with GE Healthcare in maintaining such broadband connection during all such planned and unplanned changes, and (6) use reasonable efforts to ensure that Customer's connection to the Internet and LAN systems operate at a maximum of 75% of capacity and have an uptime rate of at least 98%.

If Customer performs these responsibilities, GE Healthcare will provide Customer, at no additional charge and in addition to other remedies available under GE Healthcare's warranty, an uptime commitment of 97% (95% for all covered nuclear imaging systems and all covered X-ray systems except digital mammography, digital radiographic and vascular X-ray systems), and uptime remedies, as described below:

(i) "Uptime Commitment" means GE Healthcare's commitment on Eligible System uptime during the warranty period, as defined below.

(ii) "Uptime Remedy" is, in addition to the other remedies specified in the warranty, Customer's sole and exclusive remedy if GE Healthcare fails to meet any Uptime Commitment over a 26-week measurement period during the warranty period. Should the Eligible System fail to achieve the Uptime Commitment as calculated by the Uptime Commitment Calculation, GE Healthcare will provide an extension of Customer's service agreement with GE Healthcare for the Eligible System (or, if Customer has not entered into a service agreement with GE Healthcare, the warranty period for the Eligible System) at no additional charge, as follows:

% < Uptime Commitment	Extension
0	0 weeks

0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
> 13.0	6 weeks

(iii) "Uptime Commitment Calculation" means the calculation used to determine achievement of the Uptime Commitment, as follows:

The basis for each measurement period is GE Healthcare's standard warranty service coverage hours of A hours per day, B days per week for 26 weeks, less C hours spent on PMs (planned maintenance) during that interval:

Hours1 = A hours per day X B days per week X 26 weeks.

Hours2 = Hours1 - C hours for planned maintenance

Required in-service hours at Customer's % commitment:

Hours3 = Hours2 X Customer's %.

(iv) An Eligible System will be considered inoperable and out of service under the Uptime Commitment if, due to GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, the Eligible System is unavailable for scanning patients and diagnosing images on the Eligible System display console or operator's console. Peripheral equipment such as remote consoles, magnetic tape drives, hard copy devices, and multi-format and laser cameras are excluded from the terms of the Uptime Commitment. Repair and adjustments required for anything other than Eligible System failure, and damage or inoperability due to any cause other than GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, will be excluded from the Uptime Commitment Calculation, including without limitation damage through misuse, operator error, inadequate environmental or air conditioning protection, power failure, and acts of God. PM time will not be included in the calculation of downtime. If GE Healthcare's responding representative agrees the Eligible System is inoperable due to GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, the Eligible System will be considered out of service from the time the request for service was received by GE Healthcare until the Eligible System is again turned over to Customer for operation. If Customer fails to give GE Healthcare immediate and unencumbered access to the Eligible System or continues to obtain scans after notifying GE Healthcare of any Eligible System failure, the Eligible System will be considered to be in service.

Construction Special Terms. The following special terms apply to certain site preparation design and construction services ("work") provided with the products. These terms supersede any conflicting terms set forth above for the work. These terms apply only to the work; they do not apply to the products or any other services. Except to the extent the work satisfies Customer's site preparation responsibilities for the products, Customer remains responsible for such responsibilities in accordance with the terms set forth above.

- Time for Performance and Delays. The work will be commenced as soon as practical after the contract including the work has been formed and GE Healthcare's credit approval of Customer for such contract. The schedule for GE Healthcare's performance of the work is based on a workweek of five 8-hour days, Monday through Friday, exclusive of GE Healthcare observed holidays. Unless stated otherwise, all work will be performed on the 1st shift (usually between 7 a.m. and 5 p.m.). GE Healthcare is not liable for delays in performance of the work due to causes beyond its reasonable control, and its time for performance of the work will be extended for a period equal to the time lost by reason of such delays. In addition, Customer shall pay GE Healthcare for the reasonable and allocable increased costs, if any, resulting from such delays.
- Substantial Completion. Substantial completion of the work occurs when the work is completed to the extent it is available for reasonable use or occupancy (e.g., the work and work site are ready for installation of the products).
- Changes and Extra Work. Customer may request in writing changes in the work. If those changes affect the price or time required for performance of the work, GE Healthcare will so advise Customer in writing. The contract for the work shall be modified by written amendment signed by GE Healthcare's and Customer's authorized representatives to reflect those changes and any resulting changes in price and/or time required for performance of the work.
- Alternate Contractors. If Customer requests that all or a part of the work be performed by contractor(s) other than the contractor(s) selected by GE Healthcare, Customer will pay to GE Healthcare, in addition to the price for the work, all additional costs incurred by GE Healthcare resulting from its compliance with such request.
- Site Rules. While performing the work, GE Healthcare will observe Customer's reasonable regulations and rules in effect at the work site, provided GE Healthcare is reasonably notified of such rules and regulations. GE Healthcare will keep the work site and adjoining premises reasonably clear of its work rubbish.
- Work Warranties. GE Healthcare will require its work contractor(s) to issue directly to Customer their standard warranty for the portion of the work provided by such contractor(s) without any recourse or liability to GE Healthcare. GE Healthcare does not warrant the work, including but not limited to the labor, services or materials forming all or a part of the work; GE Healthcare provides such items AS IS.
- Liens. GE Healthcare will, upon receipt of final payment for the work, submit to Customer a waiver of lien rights or a similar instrument as may be permitted under the laws of the state where the work is performed.
- Drawings. All drawings, specifications, designs, bills of material, calculations, operating instructions and other documents (originals and copies) submitted by GE Healthcare in connection with the work are confidential and remain GE Healthcare's exclusive property and shall

not be used by Customer without GE Healthcare's prior written authorization. Customer may retain copies of these documents as a source of information for maintenance and modification to the work.

- Title and Risk of Loss. Title to a completed portion of work passes to Customer the earlier of its incorporation into the construction or upon GE Healthcare's receipt of payment for such portion of the work. GE Healthcare remains responsible for transportation and risk of loss for the work until it reaches substantial completion, after which those responsibilities pass to Customer. If Customer occupies a portion of the work before its substantial completion, risk of loss for that portion of the work passes to Customer upon such occupancy.
- Substitution. GE Healthcare may, at its option, make substitutions in the work if such substitutions would reduce any delay caused by unavailability of specified work materials or equipment and provided that the substituted work materials or equipment are of at least equal quality to that specified.
- Hazardous Materials. If asbestos or other hazardous materials are known or suspected to be within the work site and other ancillary areas that GE Healthcare representatives or contractors may occupy during the performance of the work, Customer will immediately advise GE Healthcare of that condition in writing. Customer will complete its inspection and testing for those materials, and the removal of or implementation of any special precautions to the extent required by applicable regulations governing those materials prior to the on-site work commencement date designated in GE Healthcare's construction schedule for the work, if any.

  If asbestos or other hazardous materials are suspected or discovered at the work site or in areas that GE Healthcare or GE Healthcare's contractor(s) occupy during the course of performance of the work, the discovering party shall immediately advise the other party of that condition and all work in the effected areas shall cease. Customer shall test the suspected materials for asbestos or other hazardous materials and provide GE Healthcare with copies of the test results before GE Healthcare or its contractor(s) are required to resume any portion of the work in the affected areas.

  If the asbestos or other hazardous materials must be removed or special precautions must be taken, Customer, at its expense, will immediately remove the asbestos or other hazardous materials or take all precautions required by applicable regulations governing those materials. GE Healthcare will delay the work at the work site until Customer has completed removal of the asbestos or other hazardous materials or has taken any other precautions required by applicable regulations. GE Healthcare's time for performance of the work will be extended for a period equal to the time lost by reason of such delay. In addition, Customer will pay GE Healthcare for the reasonable and allocable increased costs resulting from such delay.
- Concealed Conditions. If concealed or unknown conditions are encountered in the performance of the work, the parties shall equitably adjust the work price and GE Healthcare's time for performance of the work.
- Suspension/Termination. Customer may request a suspension of the work by notifying GE Healthcare in writing in advance of the requested suspension date and indicating the suspension period. GE Healthcare will advise Customer of any estimated increase in price and GE Healthcare's time for performance of the work resulting from such suspension. Customer shall pay GE Healthcare for the reasonable and allocable increased costs resulting from such suspension and GE Healthcare's time for performance of the work will be extended for a period equal to the time lost by reason of such suspension.

  If the length of such suspension exceeds an aggregate total of 60 calendar days, then GE Healthcare may, at its option and at any time thereafter prior to resumption of its performance of the work, either require full or partial payment for the work in advance or terminate its contract obligations related to the work and recover the termination charges described below.

  If GE Healthcare's contract obligations related to the work are terminated by either party, Customer shall pay GE Healthcare for all work performed and for any expenses related to its performance of the work incurred by GE Healthcare up to the date of or as a result of such termination, including reasonable profit on the work performed.

GE Healthcare

Warranty Statement (United States)

WARRANTY SCOPE

These warranties cover the following GE Healthcare products:

- Magnetic Resonance
- Computed Tomography
- Mammography
- Positron Emission Tomography (including scanners, cyclotrons & chemistry labs)
- Centricity® products (excluding Group Management, Practice Management & EMR, unless sold with a Centricity Business Solutions product)
- Nuclear
- X-ray
- Surgical Navigation Systems
- Cardiology
- Ultrasound
- Bone Mineral Densitometry
- Physiological Monitoring
- Small Animal Imaging
- Anesthesia Delivery
- Respiratory Care
- Gold Seal Preferred
- Phototherapy and other infant care accessories
- Microenvironments, including Giraffe®, Care Plus®, Ohio® Infant Warmer Systems and Panda™ Baby Warmers

This warranty statement incorporates GE Healthcare's Standard Terms and Conditions – Sales and Service.

Term Usage. "Warranted Product" is a collective term which includes both the above-listed manufactured equipment and licensed software purchased by and/or licensed to (as applicable) Customer under the relevant GE Healthcare quotation. Where an item of equipment has software code embedded in it, the code will only be considered licensed software under this warranty statement if the applicable GE Healthcare quotation provides a separate part number for that software.

Equipment Warranty. Except as indicated otherwise below, GE Healthcare warrants for 1 year from the Warranty Commencement Date (as defined below) that (i) the equipment will be free from defects in title, material and workmanship under normal use and service and (ii) except for equipment manufactured in compliance with Customer's designs or specifications, the equipment will perform substantially in accordance with GE Healthcare's written technical specifications for the equipment (as such specifications exist on the date the equipment is shipped) (the "Equipment Specifications"). This warranty covers both parts and labor and is available only to end-users that purchase the equipment from GE Healthcare or its authorized distributors. Customers purchasing through an authorized distributor must contact GE Healthcare promptly following such purchase to enable this warranty.

Software Warranty. Except as indicated otherwise below, GE Healthcare warrants for 90 days from the Warranty Commencement Date that (i) the licensed software will perform substantially in accordance with the applicable Documentation (as defined herein), (ii) it has not inserted any Disabling Code (as defined herein) into the licensed software and (iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the applicable Warranted Product. Except as indicated otherwise below, GE Healthcare warrants that it has the right to license or sublicense the licensed software to Customer for the purposes and subject to the terms and conditions set forth in GE Healthcare's Standard Terms and Conditions – Sales and Service. As used in this warranty statement, (i) "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the Warranted Product; provided, however, that code included in the licensed software that prevents use outside of the license scope purchased for the software will not be deemed to be Disabling Code and (ii) "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer.

Pre-owned Equipment. GE Healthcare's Gold Seal Preferred Products (certain pre-owned GE Healthcare equipment) are provided with GE Healthcare's standard warranties carrying the same duration as the new equipment warranty, but in no event exceeding one year (unless otherwise provided in writing by GE Healthcare). Gold Seal Exchange Products are provided "AS IS". Multi-Vendor Preferred Products (pre-owned non-GE equipment) are provided with a limited warranty, which is stated in the applicable GE Healthcare quotation for such equipment. Except as expressly provided in this paragraph or in the applicable GE Healthcare quotation, used and/or pre-owned equipment is not warranted by GE Healthcare.

Supplies and Accessories. GE Healthcare's warranty for its supplies and accessories (sometimes identified by catalog numbers starting with the letter "E") that are shipped with Warranted Products is included in a separate warranty statement, which is available at www.gehealthcare.com/accessories. GE Healthcare X-ray and Image Intensifier Tubes and Maxiray X-ray Tubes are covered by a separate warranty statement, which is available upon request. Supplies and accessories for Datex-Ohmeda, Inc. Anesthesia, Respiratory Care and monitors carry a warranty of (a) 12 months for reusable products and (b) the earlier of first use or expiration date for disposable products.

Third-Party Software and Equipment. This warranty statement does not cover Third-Party Software and Equipment (as defined herein) delivered with the Warranted Products (commonly identified by NL or NW series numbers in GE Healthcare's quotation). "Third-Party Software and Equipment" means any non GE Healthcare software or equipment (i) delivered to Customer in the third-party manufacturer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the GE Healthcare quotation or in the product documentation) that the software or equipment is provided with the third-party manufacturer/supplier's warranty in lieu of a GE Healthcare warranty. Such products are covered by the third-party manufacturer/supplier's warranties, to the extent available. Anesthesia monitor mounting solutions Third-Party Software and Equipment purchased directly from GE Healthcare will not be treated as Third-Party Software or Equipment.

WARRANTY COMMENCEMENT

Unless expressly provided otherwise in this warranty statement or the applicable GE Healthcare quotation, the warranty period begins (the "Warranty Commencement Date") on the 7th day following shipment to the end-user Customer, unless GE Healthcare installs the Warranted Products, in which case the warranty period begins on the earlier of (i) the date the Warranted Products are ready for the end-user Customer's use (as defined in the Equipment Specifications or Documentation or other documentation, as applicable) or (ii) the 30th day following shipment to the end-user Customer if installation is delayed for reasons beyond GE Healthcare's reasonable control. The warranty period for any Warranted Product or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced Warranted Product.

REMEDIES

If Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the Warranted Product available for service, GE Healthcare will, at its option (i) with respect to equipment, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Warranted Product or components of the Warranted Product and (ii) with respect to GE Healthcare's licensed software, either correct the non-conformity or replace the applicable licensed software. Warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel. For certain Warranted Products, GE Healthcare will perform warranty service only at an authorized service center or, in some instances, via a secure, remote connection to a GE Healthcare online center. With respect to GE Healthcare's warranty for the services it provides to Customer, Customer's exclusive remedy is set forth in GE Healthcare's Standard Terms and Conditions – Sales and Service.

LIMITATIONS

GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Warranted Product in combination with any software, tools, hardware, equipment, supplies, accesories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Warranted Product in a manner or environment, or for any purpose, for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Warranted Product by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Warranted Product to the extent it is used in any country other than the country to which GE Healthcare ships the Warranted Product (unless GE Healthcare expressly agrees otherwise in writing). GE Healthcare does not guarantee that licensed software will operate without error or interruption.

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Equipment Specifications and/or Documentation, as applicable) that results, in whole or in part, from any improper storage or handling, failure to maintain the Warranted Products in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Warranted Products or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Warranted Products; (iii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iv) expendable supply items; and (v) stockpiling of replacement parts. For network and antenna installations not provided by GE Healthcare or its authorized agent(s), network and antenna system troubleshooting will be billable at GE Healthcare's standard service rates.

For MR systems, these warranties do not cover (i) any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer, (ii) service to any water chiller systems supplied by Customer and (iii) 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 superconductive or resistive shim coils unless the need for such supply or service is caused by a defect in material or workmanship covered by these warranties (GE Healthcare's MR Magnet Maintenance and Cryogen Service Agreement is available to provide supplemental coverage during the warranty period). For Proteus XR/a, Definium and Precision 500D x-ray systems, these warranties do not cover collimator bulbs.

GE Healthcare

EXCEPTIONS TO GE HEALTHCARE STANDARD WARRANTIES DESCRIBED ABOVE

CT Partial System Equipment Upgrades*: Six months
MR Partial System Equipment Upgrades*: 60 days
X-ray Partial System Equipment Upgrades*; High Voltage Rectifiers and TV Camera Pick-Up Tubes: Six months
PET Partial System Equipment Upgrades* (Scanners, Cyclotrons and Chemistry Labs): Six months
Nuclear Partial System Equipment Upgrades*: Six months
GE OEC New or Exchange Service/Maintenance Parts: 90 days
HealthNet Lan, Advantage Review — Remote Products: 90 days
GE Ultrasound Exchange Probes and Transducers, Ultrasound Water Path attachment Kit: Three months
LOGIQWorks Ultrasound Products: (i) repair services will be provided at no charge remotely via Broadband (preferred) or via a dial-up modem; (ii) field support/service is available for an additional charge and (iii) technical support via telephone from 7:00 am to 7:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays.
LOGIQBook and Other Handheld/Compact Ultrasound Products: Standard warranty includes (i) repair services at GE Healthcare service facilities, (ii) three business day turnaround repair time for systems shipped via overnight delivery (where available), measured from the date of shipment (GE Healthcare is not responsible for delays in overnight shipment), (iii) technical support via telephone from 7:00 am to 7:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays, (iv) field support/service is available for an additional charge, (v) loaner systems service, for an additional charge and (vi) preventative maintenance for an additional charge. For an additional charge, GE Healthcare will also provide the following enhanced warranty features as part of the system warranty: (i) coverage for system damage due to accidental dropping or mishandling, with a maximum of two replacement systems during the term of the warranty and (ii) loaner systems or probe replacement service available for next day delivery (if overnight delivery service is available).
Ultrasound Partial System Equipment Upgrades*: 90 days (Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).
Dash, Solar 8000M, 8000i & Tram: Additional two years of parts only coverage, excluding displays (United States only)
DINAMAP ProCare Vital Signs Monitors: Two years
DINAMAP Pro 100-400V2 Series Monitors: Three years
Enterprise Access: One year parts, 90 days labor
MAC 1200: Three years (United States only)
Batteries: Ninety days, except (i) for LOGIQBook batteries, which are warranted for 12 months and (ii) for Nickel cadmium or lead acid batteries for X-ray and mammography systems (which will carry a 60-month warranty prorated as shown below). For Nickel cadmium or lead acid batteries for X-ray and mammography systems, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel only during the first twelve months of the 60-month warranty period. For X-ray and mammography systems, if nickel cadmium or lead acid batteries need replacement during their applicable warranty period, Customer will pay the price of the replacement battery in effect on its delivery date less a Pro Rata Credit Allowance (as defined herein). The Pro Rata Credit Allowance for batteries that fail less than 12 months after the warranty begins is 100%. The Pro Rata Credit Allowance for batteries that fail more than 12 months after the warranty begins is:

1 - (# of Mos. After Warranty Commencement /60) x 100%

For the purpose of Pro Rata Credit Allowance, a fraction of a month less than 15 days will be disregarded, and a fraction of a month equal to or greater than 15 days will be regarded as a full month.
QS Perinatal System: Equipment delivered with Centricity Perinatal System is "Third-Party Equipment".
Care Plus® Incubator: Three years parts, one year labor
Ohio® Infant Warmer Systems and Panda™ Warmers: Lifetime parts warranty on heater cal rod
BiliBlanket® Plus High Output Phototherapy System: Two years on Light Box and 18 months on Fiberoptic Pad
Microenvironment and Phototherapy expendable components, this includes but is not limited to patient probes, probe covers and light bulbs: 30 days
GE OEC refurbished c-arms: 6 months after installation
Oximeters: 36 months from installation, or 39 months from GE Healthcare invoice, whichever occurs sooner
Tec 7 Vaporizers: Three years
Tec 6 Plus Vaporizers: Two years

*** NOTE: For partial system equipment upgrades, the warranty applies only to the upgraded components**

GE Healthcare

Warranty Statement
X-Ray and Image Intensifier Tubes
(United States and Canada)

WARRANTY SCOPE

These warranties cover each GE Healthcare X-ray or image intensifier tube ("Tube") listed in the GE Healthcare Quotation. This warranty statement incorporates GE Healthcare's Standard Terms and Conditions - Sales and Services.

GE Healthcare warrants that, starting with the Warranty Commencement Date and for the Warranty Period (as defined below): (i) the Tube will be free from defects in title, material and workmanship under normal use and service and (ii) except for Tubes manufactured in compliance with Customer's designs or specifications, the Tube will perform substantially in accordance with GE Healthcare's written technical specifications for the Tube (as such specifications exist on the date the Tube is shipped) ("Tube Specifications"). This warranty statement defines GE Healthcare's warranty obligations for both parts and labor and is available only to end-users that purchase Tubes from GE Healthcare or its authorized distributors. The Warranty Period for all warranties, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown below.

WARRANTY COMMENCEMENT DATE AND WARRANTY PERIODS

Determining Warranty Periods For Tubes

The Warranty Period start date ("Warranty Commencement Date") for Tubes supplied as part of a new system installation will be the system installation date. The Warranty Commencement Date for replacement Tubes is determined by (i) the date GE Healthcare installs the Tube or (ii) if the date of installation is unknown, then the date of GE Healthcare's invoice to Customer or GE Healthcare's authorized distributor, as applicable, and in all cases not later than six (6) months following shipment of the Tube by GE Healthcare. The Warranty Periods are determined as follows:

- Customer Receives A New Tube As Part Of A New System Installation: For Tubes furnished to Customer as part of a new system installation, the Warranty Period for the replacement Tube will be the full term of the warranty, as shown in the chart below.
- Customer Pays A Portion Of The Cost For The New Tube (Pro Rata Calculation Table Applies): For Tubes purchased by Customer with A PRO-RATA ALLOWANCE, the Warranty Period for the new Tube will be the full term of the warranty, as shown in the chart below.
- Customer Pays The Entire Cost For The New Tube: For Tubes purchased by Customer with NO PRO-RATA ALLOWANCE, the Warranty Period for the new Tube will be the full term of the warranty, as shown in the chart below.
- GE Healthcare Pays The Entire Cost For The New Tube: For Tubes furnished to Customer under terms of the FULL WARRANTY PERIOD, as described in the chart, the Warranty Period for the new Tube will be the unexpired term of the warranty applicable to the last Tube for which Customer paid all or a portion of the cost of that Tube. (Note that the Warranty Period is not "reset" for Tubes supplied when GE Healthcare pays the entire cost for the replacement Tube.)
- GE Healthcare Supplied Tubes Under A GE Healthcare Tube Contract: For Tubes furnished to Customer under terms of a GE Healthcare Tube contract, refer to the Tube contract terms for discussion of any warranty provisions for the Tube. (Note that in general, at Tube contract termination, GE Healthcare provides no warranty of any kind on the Tube(s) remaining in the system.)

REMEDIES

If, within 10 days after Tube failure, Customer notifies GE Healthcare of Customer's warranty claim during the Warranty Period, provides GE Healthcare with the information shown below, and makes the Tube available for service, GE Healthcare will, at its option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Tube or parts of the Tube. Customer must provide GE Healthcare in writing (i) GE Healthcare's serial number of the Tube, (ii) the location and GE Healthcare's serial number of the system on which the Tube was installed, (iii) the date the Tube failed, (iv) the date the Tube was removed from service, and (v) the exposure counter reading when the Tube was removed. Warranty service will be performed as detailed below (with some types of service for a charge and other types of service on a no charge basis, as listed below) during GE Healthcare's standard service coverage hours of 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays ("Standard Coverage Hours"), and outside of Standard Coverage Hours at GE Healthcare's then-prevailing service rates (except as otherwise stated herein) and subject to the availability of personnel.

Customer must: (i) use the Tube in accordance with GE Healthcare service instructions and recommendations for the Tube and the system on which it is installed (including warm up and calibration procedures); (ii) perform preventive and corrective maintenance of the Tube utilizing maintenance procedures in accordance with GE Healthcare service instructions and recommendations and using GE Healthcare replacement parts or replacements parts of equivalent quality; and (iii) keep and make available to GE Healthcare, upon request records documenting the above maintenance.

Customer's failure to (i) properly use the Tube, (ii) perform the maintenance described above, (iii) maintain the information required above, (iv) provide the above information or any other information required by this warranty within the designated time periods, or (v) permit GE Healthcare, to verify such information during GE Healthcare's normal working hours will invalidate this warranty.

Determining Tube Charge For Replacement Tubes

Customer will pay the price of the replacement Tube in effect on its delivery date less the applicable Pro Rata Warranty Allowance (if applicable) described in the table that follows. For the purpose of the Pro Rata Warranty Allowance, a fraction of a month less than 15 days will be disregarded, and a fraction of a month equal to or greater than 15 days will be regarded as a full month.

Non-CT Tubes (Radiographic, Radiographic & Fluoroscopic, Vascular, and Mammographic)

For Non-CT Tubes, warranty service does not include installation of the replacement Tube in Customer's system, but upon Customer's request, GE Healthcare, will install the Tube at GE Healthcare's then-prevailing service rates. If a replacement Tube is not installed by GE Healthcare, Customer must, not later than 10 days after its installation date, provide GE Healthcare, in writing (i) GE Healthcare's serial number of the replacement Tube, (ii) the location and GE Healthcare's serial number of the system on which the replacement Tube has been installed, (iii) the date of installation, and (iv) the exposure counter reading on the installation date.

CT Tubes Replaced During Full Warranty Period

Determining Labor Charges For Tubes Replaced During Full Warranty Period: No service charges for the installation of the replacement Tube will be billed to Customer for CT Tubes replaced during the Full Warranty Period when those Tubes are replaced during Standard Coverage Hours.

- GE Healthcare Pays The Entire Cost For The CT Tube: For CT Tubes furnished to Customer under terms of the FULL WARRANTY PERIOD as described in the chart, there is no charge to Customer for GE Healthcare installation costs for installation during Standard Coverage Hours. For services performed outside the Standard Coverage Hours, the service will be provided at GE Healthcare's prevailing service rates at the time of service, less a credit for the comparable service had it been rendered during the Standard Coverage Hours, so that Customer will pay the net difference. No refund or payment will be issued to Customer or other parties who choose to utilize either in-house or third party service providers for installation of the replacement Tube.

CT Tubes Replaced During Pro Rata Warranty Period

Determining Labor Charges For CT Tubes Replaced During Pro Rata Warranty Period: Customer will pay GE Healthcare a service charge for the installation of the replacement CT Tube in effect on the date the service is rendered, less the applicable Pro Rata Labor Allowance. (Note that the Pro Rata Labor Allowance may be applied only to charges by GE Healthcare for GE Healthcare supplied labor.) No refund or payment will be issued to Customer or other parties who choose to utilize either in-house or third party service providers for installation of the replacement Tube. GE Healthcare will make a credit allowance at the billing rate for services performed for installation during Standard Coverage Hours. For services performed outside of Standard Coverage Hours, the service will be performed at GE Healthcare's prevailing service rates at the time of service, less a credit for the comparable service had it been rendered during Standard Coverage Hours, so that Customer will pay the net difference.

- Customer Pays A Portion Of The Cost For The Replacement Tube: For Tubes furnished to Customer with A PRO-RATA WARRANTY ALLOWANCE to correct the warranty failure, the labor allowance multiplier will be calculated at the same pro-rata rate as is applicable to the part that is being replaced or repaired. That allowance will be applied to the prevailing service rates at time of service. Customer will pay the service charge less the Pro-Rata Labor Allowance amount.

LIMITATIONS

GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Tube in combination with any hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Tube in a manner or environment, or for any purpose, for which GE Healthcare did not design or manufacture it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Tube by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Tube to the extent it is used in any country other than the country to which GE Healthcare ships the Tube (unless GE Healthcare expressly agrees otherwise in writing).

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Tube Specifications that results, in whole or in part, from any improper storage or handling, failure to maintain the Tubes in the manner described in any applicable instructions or specifications or any cause external to the Tubes or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iii) expendable supply items; and (iv) stockpiling of replacement parts.

GE Healthcare

WARRANTY PERIODS

TUBE TYPE OR SYSTEM DESCRIPTION (a)	FULL WARRANTY PERIOD (b)	PRO RATA WARRANTY PERIOD (c)
Radiographic	30 days	24 months
Radiographic & Fluoroscopic	30 days	24 months
Vascular	30 days	24 months
Mammographic	30 days (d)	12 months
MX150 Vascular	36 months	N/A
Performix 160A (MX160)	36 months	N/A
MX120 Fluoroscopic	30 days	18 months
CT Max	4,000 slices	40,000 slices or 12 months
CT 8800/9000 Metal	4,000 slices	40,000 slices or 12 months
CT 8800/9000 Graphite	4,000 slices	40,000 slices or 12 months
GE CGR Graphite	4,000 slices	40,000 slices or 12 months
GE Technicare CT	4,000 slices	40,000 slices or 12 months
CT Pace/Sytec 2000-4000	5,000 slices	80,000 slices or 12 months
CT SRi/Synergy	6,000 slices	80,000 slices or 12 months
CT 9800 Graphite	5,000 slices	80,000 slices or 12 months
HiLight Advantage	5,000 slices	80,000 slices or 12 months
Pegasus on CT/e	5,000 slices	50,000 slices or 12 months
Pegasus on CT/e Dual	30 days	50,000 slices or 12 months
ProSpeed/Sytec 6000-8000	9,000 slices	110,000 slices or 12 months
HiSpeed Advantage on HiSpeed Advantage and CT/I	9,000 slices	140,000 slices or 12 months
Solarix on LX/I, FX/I, DX/I	10,000 slices	100,000 slices or 12 months
Solarix 630 on HiSpeed ZX/I	10,000 slices	100,000 slices or 12 months
Solarix 630 on NX/I Pro	30 days	12 months or 15,000 amp-seconds
Performix-ADV on CT/I	6 months or 100,000 slices, whichever occurs first	N/A
Performix-ADV QX/i	6 months or 30,000 amp-seconds, whichever occurs first	N/A
Performix Ultra on LightSpeed 16, LightSpeed Ultra, LightSpeed Plus, LightSpeed QX/I, HiSpeed QX/I, Discovery LS, Discovery ST	12 months or 70,000 amp-seconds, whichever occurs first	N/A
Performix Ultra on BrightSpeed 16 (Elite), BrightSpeed 8 (Edge), BrightSpeed 4 (Excel)	12 months or 6,000 patient exams, whichever occurs first	N/A
Performix Pro80 (D3634T) on LightSpeed Pro 16, LightSpeed RT	12 months or 70,000 amp-seconds, whichever occurs first	N/A
Performix Pro VCT100 (D3194T) on LightSpeed Pro16	12 months or 70,000 amp-seconds, whichever occurs first	N/A
Performix Pro VCT100 (D3194T) on LightSpeed VCT, LightSpeed VCT Select, LightSpeed RT16, LightSpeed Xtra, Discovery VCT	12 months or 6,000 patient exams, whichever occurs first	N/A
Image Intensifier	30 days	24 months

COMMENTS

(a) For actual catalog numbers, please contact your local GE Healthcare representative.

(b) Initial period of time or amount of use after warranty begins during which a full 100% warranty is provided for a Tube that fails.

(c) Maximum period of time or amount of use during which a Pro Rata Warranty Allowance is provided for a Tube that fails. The Pro Rata Warranty Allowance and the Pro Rata Labor Allowance are calculated as follows:

$$1 - \frac{\text{Number of months between date of Warranty commencement and date of failure}}{\text{Complete Warranty Time Period}} \times 100\%$$

OR

$$1 - \frac{\text{Slices Taken or Amp-Seconds}}{\text{Complete Pro Rata Warranty Slice Or Amp-Second Amount}} \times 100\%$$

The Pro Rata Warranty period ends at the expiration of the maximum time period or the maximum usage amount identified in column (c) above, whichever occurs first.

(d) Mammography tubes included with new systems have a full 12 month, non-prorated warranty. Mammography replacement tubes carry a 30 day full warranty/12 month prorated warranty.

GE Healthcare

Additional Terms and Conditions For Realize Equipment

The Additional Terms and Conditions in this Addendum supplement and are part of an Equipment Quotation that includes the Standard Terms and Conditions - Sales and Service for GE Healthcare ("GEHC") Products as well as the GEHC Product Warranty Statement (collectively, "Agreement") and, except as supplemented by the Additional Terms and Conditions in this Addendum, the terms set forth in the Agreement remain in full force and effect as originally written. All terms used herein without definition shall have the meaning ascribed to such terms in the Agreement.

Engagement. As part of Customer's Realize Equipment purchase, GEHC will implement a Realize Engagement ("Engagement") designed to (1) assess performance of the Realize Equipment relative to applications training, workflow, services marketing, and market demand for expanded clinical services and (2) help Customer make significant, measurable improvement to Key Performance Metric(s) to the Realize Equipment.

Definitions. The following definitions shall apply in this Addendum:

"Customer Performance Improvement Team" means Customer staff selected to participate in the Engagement.

"Dashboard" means the proprietary visual tool developed by GEHC for Customer to convey information relating to progress toward operational performance improvement goals.

"Deliverables" means the items to be delivered by GEHC to Customer as part of the Engagement as described in the section entitled "Deliverables."

"Department" means the Diagnostic Imaging operation for a single hospital or single Imaging Clinic with an annual procedure volume less than 250,000 exams.

"Define/Measure Report" means the document summarizing the analysis of the Department's operational performance.

"Engagement Plan" means the plan developed by GEHC with input from Customer for implementing this Engagement.

"Executive Sponsor" means the main point of contact for the Engagement within Customer's organization.

"Jump Start Marketing Kit" provides marketing materials provided to Customer that are intended to assist in building educational marketing campaigns to promote new capabilities and drive volume.

"Key Drivers" means the operational, financial or service quality variables within the Department that directly affect Key Performance Metrics.

"Key Performance Metrics" means the measurements that define performance levels for the Department. Key Performance Metrics may include Departmental revenue, labor expense, marketing penetration, the use of clinical procedures, or other factors.

"Participating Facilities" means Customer facilities listed on the Realize Schedule to be signed separately by the parties.

"Realize Equipment" means the VCT scanner (or other GEHC-identified Realize Engagement-eligible equipment) included in this Agreement, as described in the GEHC Quotation.

"Services" means the services to be performed by GEHC as part of the Engagement as described under the section of this Addendum entitled "Deliverables."

"Steering Committee" means Customer's key stakeholders designated by the Executive Sponsor to provide leadership and oversight for the Engagement.

"TiP Applications Consultant" is the GEHC-designated expert focused on bringing Realize Equipment utilization and applications proficiency to the Department's technologist and clinicians.

"Work-Out" is a meeting facilitated by the GEHC Engagement Leader to lead the Customer Performance Improvement Team to a conclusion regarding an operational or marketing change.

Deliverables. GEHC will commence the Engagement at a mutually agreeable time by setting a start date ("Kickoff Conference") 2 weeks prior to the installation of the Realize Equipment. Provided that Customer makes Customer's personnel available according to the Engagement timeline, the Engagement shall be completed within 6 months after the Kickoff Conference. Engagements that are not completed within 12

months for reasons other than GEHC's failure to perform will be closed without any refund. The Deliverables for the Engagement are listed below:

- At or soon after the time the Realize Equipment installation date is mutually agreed upon, GEHC will conduct a planning meeting to set the date and time for the Kickoff Conference and all Engagement meetings. This meeting will be held with the Executive Sponsor to explain, review, and finalize the Engagement timeline. This planning meeting may be conducted by telephone.

- GEHC will meet with the Customer Performance Improvement Team approximately 2 weeks prior to Realize Equipment installation to conduct the Kickoff Conference and gather information about the Customer's business environment specifically relating to Customer's market competition, Department goals, and ongoing process improvement initiatives.

- The "Shaping Outcomes Onsite Session" consists of an introduction of the GEHC team to the Steering Committee. The parties will review and agree on an Engagement timeline and define goals. The parties will also work to better understand potential stakeholders, resistance, and systems/structures issues that may impact the intended outcomes.

- GEHC will conduct basic system applications training to introduce Customer to Realize Equipment operating software and customized protocol development. The initial applications training will be conducted by a GEHC applications consultant at Customer's facility for a maximum of 4 Customer technologists who Customer has identified to become Master Trainers ("Master Trainers" are Customer employees who have been selected to act as part of the internal training team). This portion of applications training will last a maximum of 6 days.

- With Customer's assistance, GEHC will conduct a skill assessment of Customer technologist proficiency with the Realize Equipment ("Technologist Skill Assessment") for a minimum of 2 and a maximum of 4 of Customer's technologists' capability to fully apply Realize Equipment features and gather additional Department data relative to patient flow, procedure volume, stakeholder satisfaction, access to services, market area, referring physician satisfaction, and staffing patterns. GEHC will also complete a technology feature assessment to determine additional clinical procedure opportunities.

- A Workflow, Clinical and Marketing Work-Out™ meeting will be held to review patient workflow cycle time measurements and the Jump Start Marketing Kit. The purpose of the meeting is to identify opportunities for improvement and to develop an action plan to implement the ideas generated. The action plan will focus on ideas that can be implemented within 14 days of the Work-Out™ session.

- After completion of the initial onsite basic system applications training program, a GEHC TiP Applications Consultant will conduct a physician-needs analysis and consultations. This analysis will be used to promote discussion around opportunities for improvement and drive Department team focus to insure successful outcomes. This analysis will be scheduled to occur the same week as the Technologist Skill Assessment.

- During the Workflow Pilot Review, a GEHC consultant will meet individually with the Customer Performance Improvement Team to evaluate initial workflow best practice changes. Additional change opportunities will be identified and the action plan updated. Training on Image Performance Manager, an online performance dashboard, occurs with identified Customer lead to insure he or she is proficient in managing progress on these new measures.

- A GEHC consultant will meet with Customer's Department leadership and marketing or communications team to develop a marketing deployment plan for educating the referral community with marketing materials and events. A detailed communication plan will be developed for Customer implementation.

- A GEHC TiP Applications Consultant will review the Technologists Skill Assessment data and share outcomes of this initial assessment with Customer in the Workflow and Throughput Work-Out meeting to discuss room productivity/utilization. GEHC will assist Customer in developing a training plan to close the gap between current proficiency and desired proficiency with the new Realize Equipment. This plan will be based on outcomes of the Work-Out meeting and the Technologist Skill Assessment.

- A Workflow and Throughput Work-Out will be held with the Customer Performance Improvement Team to review the Define/Measure Report results of workflow changes and develop control mechanisms to monitor progress. Scheduling template changes are a key factor to insure that workflow changes made by the Customer Performance Improvement Team result in optimized patient volume.

- A GEHC TiP Applications Consultant will use the outcomes of the Work-Out to develop a technologists training plan targeted to address identified applications knowledge gaps and site-specific needs. GEHC will provide 3 days of onsite applications training to the 4 Master Trainers identified by Customer.

- A GEHC TiP Applications Consultant will conduct on-site training for technologist and clinicians, which will target key software features critical to optimal system performance. GEHC will provide 4 days of advanced level onsite software training.

- GEHC will provide TiP Virtual Assist training to technologist and/or clinicians, as designated by the Customer, to help Customer maximize use of Realize Equipment technology. GEHC will deliver this training remotely through the Realize Equipment console in 15 one-hour segments. Customers may elect to utilize TVA training sessions for review purposes or as a delivery mechanism for system qualifying Continuing Education (CE). All TiP Virtual Assist sessions must be completed within 12 months of installation. Any unused sessions will be forfeited without any refund.

- A Technologist Reassessment using clinical observations will occur shortly before engagement close in order to measure changes in skill level and to identify knowledge gaps for advanced applications skills reinforcement. GEHC TiP Applications Consultant will provide 3 days of onsite training to the 4 Master Trainers to address agreed upon proficiency gaps.

- A final meeting will be held with Customer's Performance Improvement Team to conclude the Engagement. The Engagement Close session will summarize the activity and improvements around equipment utilization, applications proficiency, workflow improvement, and marketing programs.

Customer Responsibilities. Customer shall have the following responsibilities:

- Select projects based on the opportunities presented in the Define/Measure Report.

- Provide Broadband Internet connectivity for the Realize Equipment.

- Communicate clearly to Participating Facility staff the Steering Committee's strong support of the Engagement.

- Complete all data collection and Customer-assigned tasks defined in the Engagement Plan within the timeframes specified by the Engagement Plan.

- Ensure that scheduled equipment workload is reduced by 25% during all of the TiP Applications Consultant visits.

- Provide access to appropriate Customer executives and Department managers as necessary during the Engagement, including reviewing analysis of performance improvement opportunities.

- Provide an Executive Sponsor to act as the main contact for the Engagement and ensure completion of action items identified in Customer Performance Improvement Team meetings.

- Support operational workflow and human resource changes within each Participating Facility necessary to implement agreed-upon performance improvement initiatives.

- Support the participation and attendance by Customer's Performance Improvement Team in all scheduled meetings and presentations. Meeting documents will be provided to those team members that are unable to participate. Meetings may be rescheduled with agreement from both parties.

Improvement Measurement. During the Engagement, GEHC will identify and facilitate the improvements and process changes that, based on the data made available, would if fully implemented result in opportunities for revenue improvement. The improvements and changes GEHC recommends may have been implemented in other hospitals and health systems. The opportunity will be calculated from a baseline established during week 6 after Realize Equipment installation. Opportunities for revenue improvement will be calculated by multiplying the annualized number of additional possible exams projected by the Engagement by the average reimbursement for such additional exams less Customer's incremental variable cost in providing such exams. The additional opportunity for new types of procedures will be calculated by multiplying the annualized number of possible additional exams (by exam type) by the average reimbursement for such additional exams less Customer's incremental variable costs in providing such exams. If after the Define/Measure Report, GEHC is unable to identify reasonable opportunities for improvement, both parties will focus on quality metrics such as patient satisfaction or Report Turnaround Time (i.e., time from exam to diagnostic report complete) and/or market development. At that time, GEHC consultants and the Steering Committee will determine the appropriate value associated with those Key Performance Metrics. The success of the Engagement and GEHC's ability to recommend improvements is contingent upon both parties fully complying with their respective roles and responsibilities.

Extra Work and Stand-By Charges. Any work requested by Customer that falls outside the scope of this Addendum or any additional work by GEHC resulting from Customer's failure to perform the Customer Responsibilities, shall be billed to Customer in accordance with the then current GEHC's "Daily Rate" for such services, with prior notification to Customer. GEHC reserves the right to charge Customer for stand-by time for delays caused by Customer that extend the implementation of the Deliverables or performance of the Services in excess of 30 calendar days beyond the schedule mutually agreed to by the parties, in accordance with the most current GEHC "Stand-by Rate," as long as GEHC has given prior notification to Customer of such delays and given Customer an opportunity to comply with the established schedule.

Confidential Information. GEHC shall keep in confidence all non-public information relating to Customer's business to which GEHC may have access as a result of performing its obligations under this Engagement. Notwithstanding the foregoing, Customer expressly consents to the

use by GEHC of any Customer data generated by the Services or Deliverables, provided that such use shall not publicly identify Customer data by name or divulge Customer data by name to any competing facility of Customer that has been identified in writing by Customer to GEHC before the time any such data is first provided to GEHC. Customer shall provide all information to GEHC in a format that preserves the confidentiality of patient-level data (e.g., by deleting or encrypting patient-identifiable information).

All Services and Deliverables, and all information, data, designs and methodologies related thereto (collectively, "Proprietary Information") are the property of GEHC, and Customer acknowledges and agrees that such Proprietary Information is confidential and includes trade secret information of GEHC. Except to the extent GEHC grants rights to Customer to use the Proprietary Information pursuant to this Addendum, GEHC shall retain all rights to the Proprietary Information, including all copyright rights therein, and no license to Customer under any patent, copyright, trademark, or other intellectual property right of GEHC is either granted or implied by Customer's receipt of any Proprietary Information. No rights under copyrights are transferred to Customer except as specifically provided in this Addendum. Customer may not create derivative works based upon the Proprietary Information in whole or in part, and shall not decompile, disassemble, or reverse engineer any Proprietary Information. All improvements, enhancements, and modifications to the Proprietary Information shall be owned exclusively by GEHC. Notwithstanding the above, and except as may be otherwise agreed in a written agreement of the parties, upon full payment for the respective Services, GEHC grants to Customer a perpetual, nontransferable license to use the reports and documents generated by GEHC pursuant to this Engagement and delivered to Customer ("Reports and Documents") solely for the management of Customer's business operations. Customer will have the right to use, reproduce, and adapt the Reports and Documents for such purposes, but shall not market, sell, sublicense, distribute, or disclose all or any portion of the Reports and Documents to any third party without GEHC's prior written consent. Customer will retain ownership of any data specific to Customer's employees or business operations contained in the Reports and Documents.

Customer shall not sell, lease, assign or otherwise transfer, disclose or make available, in whole or in part, any portion of the Proprietary Information or the terms of this Addendum, and Customer shall prevent disclosure of any part of the Proprietary Information or the terms of this Addendum to any employee or third party for any reason, except for disclosure for internal use by Participating Facilities in accordance with this Engagement. Upon the expiration or termination of this Addendum, Customer shall return to GEHC all Proprietary Information provided to Customer within 30 days after such expiration or termination or such other time requested by GEHC. Customer's duties and obligations that are included in this Section shall survive any termination of this Agreement and/or Customer's right and license to use a Deliverable, Report, or Document.

Use of Materials and Services. GEHC is providing this Engagement for Customer's internal use only. Customer will only use the materials and training provided pursuant to this Addendum for internal use and Customer will not share such materials with or provide similar training to any third party. In particular and without limitation, Customer agrees: (1) not to reproduce or disseminate any of the materials to any third party without the express written consent of GEHC; (2) to take reasonable precautions against the unauthorized reproduction or use of the materials; and (3) to inform each of Customer's employees and medical staff having access to the material of its proprietary nature and of Customer's and Customer's employee's and staff's obligations under this Addendum, including the obligation to use such materials for internal use only. Customer's obligations under this Section shall survive any termination or expiration of this Addendum.

Customer acknowledges that Services provided hereunder and data that may be generated by the Services or Deliverables are intended to serve as a guide and basis for general comparisons and evaluations, but not as the sole basis upon which any specific conduct is recommended or undertaken. GEHC shall have no liability for any loss, cost, claim or expense caused by: (1) actions by Customer in the implementation of any recommendation made by GEHC; or (2) medical diagnosis or treatment decisions made by Customer, including without limitation Customer's medical staff. Customer accepts sole responsibility for the consequences of the use of any training, materials or other items provided by GEHC, including any shared practices or information provided by GEHC hereunder, and shall indemnify GEHC for any claims, damages, or liabilities incurred by GEHC as a result of such use.

Notwithstanding any training or materials directed toward improving clinical outcomes and clinical quality, Customer is solely responsible for such clinical outcomes and clinical quality, and that in no event shall our provision of the training or materials in connection therewith be deemed the rendering of medical advice or services by GEHC. GEHC shall have no liability for any damage, loss, charge, claim, liability, expense, award or fine arising out of, based upon, relating to or resulting from any training, materials or other items directed toward improving clinical outcomes and clinical quality.

Non-Solicitation. During the term of the Engagement and for a period of 12 months thereafter, Customer shall not solicit for employment, without GEHC' prior written approval, any employees of GEHC who have been involved in the Engagement.

Inapplicable Agreement Terms. Terms that by their nature do not apply to the provision of Services such as those described in this Addendum, including for example Delivery; Transportation, Title and Risk of Loss; Pre-Installation Responsibilities and Final Assembly; Testing and Certification; and Acceptance of Products shall not apply to this Addendum.

GE Healthcare

Standard Terms and Conditions Of Sale For Accessories and Supplies

These terms and conditions apply to any sale of GE Healthcare accessories and supplies ("Product") that GE Healthcare makes separate from a quotation for equipment. These terms and conditions also apply to the sale of Product along with GE Healthcare equipment under a GE Healthcare equipment quotation; provided that for such sales the terms and conditions of the GE Healthcare equipment quotation will take precedence in the event of any conflict with the following provisions below: PRICES, HANDLING CHARGES AND TAXES; PAYMENT; DELIVERY; TRANSPORTATION, TITLE AND RISK OF LOSS; and GENERAL MATTERS. "Customer" means any customer of GE Healthcare purchasing a Product hereunder.

PRICES, HANDLING CHARGES AND TAXES

Prices are subject to change without notice. Products will be invoiced at the price in effect on the date GE Healthcare accepts Customer's order.

Shipping charges will be applied according to GE Healthcare's then current shipping rates and policies. If priority transportation is requested, it will be provided at GE Healthcare's then current charge for such service.

Any applicable taxes will be added to the prices, unless GE Healthcare receives a tax exemption certificate from Customer that is acceptable to the taxing authorities.

PAYMENT

Payment in full is due upon receipt of GE Healthcare's invoice, including any invoice with respect to partial shipments.

If Customer's financial condition gives GE Healthcare, in its judgment, reasonable grounds for insecurity concerning Customer's ability to perform Customer's obligations under this contract, GE Healthcare may require full or partial payment in advance and suspend any further work until the payment is received. Failure to make such payment within ten days of demand by GE Healthcare will be a repudiation of the contract. In such event, GE Healthcare will be entitled to receive reimbursement for GE Healthcare's reasonable and proper cancellation charges. Customer grants to GE Healthcare a purchase money security interest in the Products until GE Healthcare receives full payment.

DELIVERY

Delivery dates are approximate. GE Healthcare is not liable for delays in performance or delivery due to a cause beyond its reasonable control. These causes include, without limitation, any delay of sources to supply materials and equipment, government priorities and labor or transportation problems. If such a delay occurs, GE Healthcare may extend the performance or delivery date for a period of time equal to the delay.

TRANSPORTATION, TITLE AND RISK OF LOSS

C.I.F. pursuant to Section 2-320 of the Uniform Commercial Code. GE Healthcare is responsible for payment of freight and payment for or providing insurance against property damage or loss until delivery to Customer. Title and risk of ownership passes to Customer at C.I.F. point. Software is licensed to Customer under these Standard Terms and Conditions of Sale for Accessories and Supplies, but no title to or other interest in such software passes to Customer.

PRODUCT RETURNS

a. Products may be returned for reasons such as wrong, defective or outdated Products received or Products damaged during shipment. For full instructions please refer to the return policy documentation available online at www.gehealthcare.com or obtain a copy by calling 1-800-558-5102.
b. Return Material Authorization must be obtained within 30 calendar days of shipment.
c. Sterile and environmentally controlled Products cannot be returned unless the Product is defective. Please refer to the Product labeling for these classifications.
d. Return shipments must be received within 21 calendar days of authorization to receive credit.
e. Returns, due to no fault of GE Healthcare, are subject, but not limited to a minimum 15% restocking fee. This charge will not apply to Product failures covered by warranty.
f. Credit is based upon the condition of the Product and other restrictions may apply.

WARRANTIES AND DISCLAIMER

a. **Scope of Warranties**

Product Warranties: GE Healthcare warrants to Customer that Products will (1) be free from defects in material and workmanship and (2) conform to the Product descriptions and specifications contained in GE Healthcare's Accessories and/or Supplies catalogs as in effect on the date the Products are shipped to Customer. If GE Healthcare's catalogs do not contain descriptions or specifications for a Product, the manufacturer's applicable descriptions and specifications as in effect on the date the Product is shipped to Customer will apply.

Title, Patent and Copyright Warranty: GE Healthcare warrants to Customer that when they are delivered, the Products will be free from defects in title and will not be subject to any valid patent or copyright infringement claim.

b. **Duration of Warranties**

The GE Healthcare catalog and/or website includes "Service/Warranty Codes" for each Product. The Service/Warranty Code provides a reference to the attached Service/Warranty Code Descriptions, which identify the installation, warranty, applications and post-warranty

service, if any, provided for each Product. The warranty period for all warranted Products, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown below:

- All Products with Service/Warranty Code T ..... 100 Years
- All Products with Service/Warranty Code V ..... 25 Years
- All Products with Service/Warranty Codes X ..... 15 Years
- All Products with Service/Warranty Codes F ..... 3 Years
- All Products with Service/Warranty Codes D, J, N, O, R or Z ..... 2 Years
- All Products with Service/Warranty Codes A, B, C, E, G, L, P, Q, S or Y ..... 1 Year
- All Products with Service/Warranty Code H ..... 6 Months
- All Products with Service/Warranty Code K ..... 3 Months
- All Products with Service/Warranty Code M ..... 1 Month
- All Products with Service/Warranty Code W ..... Out of Box Failure Only

The warranty period begins on the date the Products are delivered to Customer. But, if GE Healthcare or its subcontractor installs the Products, the warranty period begins on the earlier of (1) five days after the date GE Healthcare or its subcontractor notifies Customer that installation has been completed and the Products are operating in accordance with the applicable Product descriptions or specifications, or (2) the date Customer first uses the Products. If such installation is delayed for thirty days or more from the date of delivery for a reason beyond GE Healthcare's reasonable control, the warranty period will begin on the thirtieth day after the date of delivery.

c. **Warranty Exclusions**

These warranties are exclusive and in lieu of all other warranties, representations or conditions, whether written, oral, expressed, implied, or statutory. NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

The warranties do not cover:

1. Any defect or deficiency (including failure to conform to Product descriptions or specifications) which results, in whole or in part, from (a) any alteration, improper storage, handling, use or maintenance, or any extraordinary use, repair or service of the Products, by anyone other than GE Healthcare or its authorized representatives, (b) failure to strictly comply with any written recommendations, instructions, or warnings provided by GE Healthcare or the manufacturer, (c) using or combining the Products with any item or data except as specified in the Product specifications or using or combining the Products with any item or data that does not properly and unambiguously exchange data with the Products in accordance with the Products' specifications, (d) any of Customer's designs, specifications or instructions, (e) any failure to use the Products in accordance with their specifications, including upper and lower date limits, (f) any failure of the Products other than GE Healthcare-manufactured Products to use or process correctly dates, or (g) any cause external to the Products as furnished by GE Healthcare or beyond its reasonable control;
2. Products not listed in GE Healthcare's Accessories and/or Supplies catalogs at the time of sale, and all Service Manuals (Non-listed Products and Service Manuals are provided AS IS).
3. Use of any Product on or in connection with a machine for which it was not designed, and any defect or deficiency (including failure to conform to Product descriptions or specifications) which results, in whole or in part, from machine defects;
4. Customer combining the Product with any item of others or with any incompatible items of GE Healthcare's or Customer's failure to acquire or install upgrades, or take other actions, which GE Healthcare may recommend so that Products properly function.
5. The payment or reimbursement of any facility costs arising from repair or replacement of the Products or parts; and
6. Products installed outside the United States and Canada.

d. **Exclusive Warranty Remedies**

Product Warranties: If Customer promptly notifies GE Healthcare of its warranty claim and makes the Product available for service, GE Healthcare will provide the warranty service indicated in the applicable Service/Warranty Code description.

Title, Patent and Copyright Warranty: GE Healthcare will defend or settle any suit against Customer to the extent it is based on an infringement claim, which would be a breach of the Title, Patent and Copyright warranty. If the infringement claim is valid, GE Healthcare will pay all damages and costs awarded against Customer due to the breach. In addition, GE Healthcare will (at its option) obtain a license for Customer to continue using the infringing Product, provide a non-infringing replacement, alter the Product so that it is non-infringing, or remove the infringing Product and refund that price (less reasonable depreciation) and any return transportation costs paid by Customer.

The statements above and the warranty service identified in the applicable Service/Warranty Code descriptions are Customer's exclusive remedies and GE Healthcare's sole liability for any warranty claims.

DISCLOSURE OF INFORMATION

Any information Customer transmits to GE Healthcare in connection with the Products is not to be regarded as confidential unless GE Healthcare agrees in writing.

SOFTWARE

If GE Healthcare provides computer software in connection with the sale of a Product, GE Healthcare will arrange for Customer to be granted a non-exclusive license or sublicense to use the software with the Product. By acceptance of the software, Customer agrees to the applicable terms and conditions of the license or sublicense and agrees to execute, prior to delivery of the software or upon request, an agreement containing such terms and conditions. A copy of such terms and conditions is available at any time upon request to GE Healthcare.

LIMITATIONS OF REMEDIES AND DAMAGES

THE TOTAL LIABILITY OF GE HEALTHCARE AND ITS AFFILIATES AND REPRESENTATIVES TO CUSTOMER AND CUSTOMER'S EXCLUSIVE REMEDY RELATING TO THE PRODUCTS IS LIMITED TO THE PRICE STATED FOR THE PRODUCT WHICH IS THE BASIS FOR THE CLAIM.

Customer agrees that GE Healthcare and its affiliates and representatives have no liability to Customer for (1) any punitive, incidental or consequential damages, such as lost profit or revenue, (2) any assistance not required as part of this contract, or (3) anything occurring after the warranty period ends.

Customer will be barred from any remedy unless Customer gives GE Healthcare prompt written notice of the problem complained of.

This is a commercial sales transaction. Any claim related to this contract will be covered solely by commercial legal principles. GE HEALTHCARE, ITS AFFILIATES AND REPRESENTATIVES AND CUSTOMER WILL NOT HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER ARISING FROM THIS CONTRACT. This limitation does not affect claims by third parties for personal injury due to GE Healthcare's, its affiliates' or representatives' or Customer's negligence or product liability.

GENERAL MATTERS

These terms and conditions are intended to be the complete and exclusive statement of the terms of the contract between the parties. Please understand that GE Healthcare's acceptance of Customer's order is expressly made conditional on Customer's assent to all of GE Healthcare's terms. No prior proposals, statements, course of dealing or usage of the trade will be part of the contract.

Any assignment of the contract by Customer will be void without GE Healthcare's prior written consent. If any part of the contract is found invalid, the remaining part will be effective. The law of the State of Wisconsin will govern any dispute between the parties with respect to Products GE Healthcare ships within the United States, and the law of the province of Ontario will govern any dispute between the parties with respect to Products GE Healthcare ships within Canada.

SERVICE/WARRANTY CODES

a. **All Service/Warranty Codes**

The terms and conditions of GE Healthcare's Product Warranties apply to all warranty claims.

Basic Service Premise for Products – GE Healthcare Field Engineers will take the first call for service and either provide direct support or arrange for support from the manufacturer or its dealers as indicated by the individual Service/Warranty Code.

If the Service/Warranty Code calls for Product return for repair or in-warranty exchange, Customer must return the Product as GE Healthcare directs.

GE Healthcare provides warranty service from 8:00 AM to 7:00 PM CST Monday-Friday EXCLUDING GE HEALTHCARE HOLIDAYS. If a Service/Warranty Code provides for warranty service to be performed on Customer's site, such service is available outside the above hours at GE Healthcare's prevailing service rates and subject to the availability of personnel.

b. **Service/Warranty Code Descriptions**

A GE Healthcare directly, or through a sub-contractor, provides the following:

- Installation.
- Parts.
- On-site warranty service to repair, adjust or replace (at GE Healthcare's option and using new or exchange replacement parts) non-conforming products or parts.
- Applications training in some cases (with additional charge).
- Post-warranty service, at prevailing hourly billed service ("HBS") rates and, in some cases, under GE Healthcare service contracts.

B GE Healthcare directly provides the following through GE Healthcare's Global Parts Operation (GPO):

- New or exchange replacement parts at no charge to correct non-conforming products or parts during the warranty period.
- New or exchange replacement parts at GE Healthcare's normal prices for post-warranty repairs.

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Note: Installation, applications training and on-site service is the Customer's responsibility. However, GE Healthcare's Field Engineers may be available at prevailing HBS rates. Contact GE CARES for availability.

C GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide the following:

- Installation (in some cases with an additional charge).
- Parts.
- On-site warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option and using new or exchange replacement parts) non-conforming products or parts.
- Applications training in some cases (some with additional charge).
- Post-warranty service at prevailing service rates.

D GE Healthcare refers to the Product Manufacturer warranty which provides the following:

- Basic functional troubleshooting (no technical labor) with supplier phone support.
- Repair or replacement (at the manufacturer's or dealer's option) of defective products or parts.

Note: The battery for Service/Warranty Code **D** has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

E GE Healthcare directly, or through a sub-contractor, provides:

- Installation (in some cases with an additional charge).
- Basic functional troubleshooting (no technical labor) with supplier phone support.
- Coordination of unit exchange or loaner program for in-factory service.

GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide in-factory service:

- At no charge during the warranty period.
- At manufacturers or dealer's prevailing service rates outside of the warranty period. Products must be returned to the manufacturer or dealer, at GE Healthcare's expense during warranty and Customer's expense after warranty, for repair.

F GE Healthcare refers to the Product Manufacturer warranty which provides the following:

- Basic functional troubleshooting (no technical labor) with supplier phone support.
- Replacement of non-conforming products or parts, which Customer returns to the manufacturer or dealer during the warranty period.

Note: For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

G, J, O and Q GE Healthcare refers to the Product Manufacturer warranty which provides the following:

- Start up and commissioning.
- Basic functional troubleshooting (no technical labor) with supplier phone support 24/7.
- Warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option) non-conforming products or parts (excluding installation, time and material).

Note: The UPS battery for Service/Warranty Code **G** has a 9-year pro-rated warranty to cover non-conforming material. Start up and commissioning for Service/Warranty Code **O** applies only to 10 KVA and above. The UPS battery for Service/Warranty Codes **O** and **Q** has a 1-year warranty to replace the product. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate. Warranty service for Service/Warranty Codes **G** and **O** is provided On-site. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate

H, K, L and M GE Healthcare directly provides the following:

- Exchange of non-conforming products, which Customer returns to GE Healthcare during the warranty period.

Note: Installation, parts, applications training, and on-site service is the Customer's responsibility.

N, R and S GE Healthcare refers to the Product Manufacturer warranty which provides the following:

- Installation.
- Preventative Maintenance.
- Parts & Labor.

Note: Post-warranty service, at manufacturer's prevailing HBS rates, and in some cases, under GE Healthcare service contracts. The battery for Service/Warranty Code R has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

P GE Healthcare directly provides the following:

- Replacement of non-conforming components.

Note: Installation, parts, applications training, and on-site service is the Customer's responsibility.

T, V and X GE Healthcare directly provides the following:

- Replacement of Product only; GE Healthcare will not replace patient records.
- Product is warranted only for image legibility.

Note: Installation, parts, applications training, and on-site service is the Customer's responsibility.

W GE Healthcare directly provides the following:

- Replacement of Product only for Out of Box failure.

Note: Installation, parts, applications training, and on-site service is the Customer's responsibility.

Y and Z GE Healthcare refers to the Product Manufacturer warranty which provides the following:

- Basic functional troubleshooting (no technical labor) with supplier phone support.
- Replacement of non-conforming components.

Note: All electrical components (excluding the UPS) for Service/Warranty Code **Z** have a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

c. **Additional Product or Service Information**

FOR ADDITIONAL PRODUCT OR SERVICE INFORMATION OR ASSISTANCE, please contact the Customer Service Rep (in the U.S. call 1-800-558-5102; in Canada call 1-800-668-0732).

ALL REQUESTS FOR SERVICE ON PRODUCTS should be directed through GE CARES (from the U.S. call 1-800-437-1171; from Canada call 1-800-668-0732).

GE Healthcare

Additional Terms and Conditions For GE Healthcare Software Professional Services

"You" and "your" means the individual or entity that has purchased the applicable software licenses. "We," "our" and "GE Healthcare" refers to the General Electric Company, by and through its GE Healthcare division. These Additional Terms and Conditions contain the provisions that will apply to your purchase of GE Healthcare professional services which will be described on one or more statements of work. The term "deliverables" means those specific items to be delivered by GE Healthcare to you pursuant to a statement of work. A "statement of work" or "SOW" means the project work plan, program guide, quotation or other standard GE Healthcare document that describes the professional services, scope, schedule, dependencies, deliverables and any applicable special terms. The term "intellectual property" means, collectively and individually, as the context requires, all worldwide copyrights, patents, patent applications, trade secrets or other intellectual property rights associated with any ideas, know-how, concepts, techniques, inventions, processes, works in progress, work product or works of authorship.

Statement of Work.
GE Healthcare shall exercise commercially reasonable efforts to perform the professional services and to provide any deliverables which are described in the SOWs mutually agreed upon and signed by both parties and to do so according to any delivery schedule set forth in the SOW. GE Healthcare shall be responsible for the assignment of personnel to perform all services and may make any change in staffing it deems necessary provided that such change does not compromise the level of expertise required to complete the applicable SOW. Each SOW may include descriptions of the following: (i) professional services to be performed; (ii) deliverables; (iii) your additional responsibilities; (iv) project work scope, (v) estimated performance schedule and applicable milestones; (vi) your site and any site preparation requirements; (vii) network, hardware or other environmental or infrastructure requirements; and (viii) key assumptions. The terms and conditions of these Additional Terms and Conditions shall prevail over those of the SOW. Each SOW shall constitute a separate, distinct and independent work engagement and contractual obligation. If you purchase services to implement GE Healthcare software, GE Healthcare, with your reasonable assistance, will exercise commercially reasonable efforts to complete a project work plan within a period of time as mutually agreed upon by the parties. A SOW may only be modified by a written document signed by authorized representatives of both of us and must be made pursuant to mutually agreed change control procedures. Changes to a SOW may require a change in fees reflecting the change in scope and/or change in schedule of delivery of the professional services or deliverables and/or change in your responsibilities. Dates scheduled for services may be changed or cancelled only in accordance with the GE Healthcare Service Cancellation Policy. Cancellation or rescheduling fees as described in the policy will apply.

Ownership Rights.
GE Healthcare shall retain ownership of all deliverables (including any intellectual property embodied in the deliverables or related to them) and any intellectual property developed under a SOW or during the course of performing the services whether or not the services are performed by GE Healthcare alone or jointly with you or others. In addition, GE Healthcare shall own all improvements, enhancements and derivative works of any GE Healthcare intellectual property. You hereby assign, and will cause your employees and independent contractors to assign, to GE Healthcare all of your rights in and to such deliverables and intellectual property. GE Healthcare grants to you a nonexclusive, nontransferable, non-sublicensable license to use the deliverables solely for your internal business purposes and subject to the limitations described in these Additional Terms and Conditions and the relevant SOW. You agree to provide reasonable assistance to GE Healthcare in obtaining and enforcing GE Healthcare's rights to such deliverables and intellectual property. GE Healthcare will acquire no rights to any of your confidential information which may be included in any deliverable unless expressly agreed otherwise.

Project Managers.
Each of us shall designate a project manager, who will be responsible for day-to-day communications regarding the subject matter of the applicable SOW. The project managers will be responsible for monitoring the schedules and progress of work pursuant to the Agreement and/or SOW and will have the authority to act for the respective parties in all aspects of the engagement. The project managers for the parties will meet in person or via conference call as necessary. The responsibilities of the project managers include: (i) serve as the single point of contact for all departments in their organization participating in this project; (ii) administer the change control procedure; (iii) participate in project status meetings; (iv) obtain and provide information, data, decisions and approvals, within seven working days of the other party's request unless we mutually agree to an extended response time; (v) resolve deviations from project plans that may be caused by our respective organizations; (vi) help resolve project issues and escalate issues within our respective organizations, as necessary; (vii) monitor and report project status on a regular basis to respective organizations as appropriate; and (viii) provide and coordinate technical and specialist resources as necessary.

Post-Engagement Maintenance.
Post-engagement maintenance for any deliverables developed or modified under a SOW, to the extent made available by GE Healthcare, will be provided solely as described in the applicable SOW. You understand that post-engagement maintenance for deliverables may differ from the support GE Healthcare offers for its standard products. Unless expressly provided for in a SOW, no support or maintenance will be provided for deliverables.

Payment Terms.
Unless otherwise provided in the applicable quotation, professional services will be provided on a fixed fee basis at the rates as set forth in the applicable quotation. These fees shall be invoiced in blocks of hours upon the payment milestones as set forth below. Fixed fee means that the fees for the implementation services described in that part number within the scope defined in the applicable SOW shall be fixed in amount and shall not exceed the corresponding amount as set forth in the part number description in the applicable quotation, so long as the

applicable services do not exceed the scope defined in the SOW. In the event the services do exceed the scope defined in the applicable SOW, additional professional services shall be invoiced on a time and materials basis at GE Healthcare's then current time and materials rates and these fees shall be invoiced on a monthly basis as incurred. Unless otherwise provided in the applicable quotation, professional fees provided on a fixed fee basis shall be payable as follows: 20% on signing of the applicable quotation, 20% on installation of the applicable software, 20% on training start date for the applicable software, 20% on go live (first clinical use of the applicable software) and 20% on acceptance of the applicable software (as defined in the GE Healthcare Standard Terms and Conditions). Actual, reasonable travel, living and incidental project related expenses incurred in the performance of any services, including, but not limited to, travel, meals, lodging, car rental, telecommunications and other out-of-pocket expenses are in addition to the prices and fees quoted and shall be invoiced separately as incurred.

GE Healthcare

Additional Terms and Conditions For GE Healthcare Software License

"You" and "your" means the individual or entity that has purchased the applicable software licenses. "We," "our" and "GE Healthcare" refers to the General Electric Company, by and through its GE Healthcare division. These Additional Terms and Conditions describe the provisions that will apply to your license of GE Healthcare software products. The term "software" means the GE Healthcare proprietary software and third party software and associated documentation provided by GE Healthcare to you pursuant to this agreement as identified in the applicable GE Healthcare quotation. The term "documentation" means GE Healthcare's user manuals, on-line help functions and user instructions, regarding the operation, installation and use of the software as made available by GE Healthcare to you. All references to "specifications" or "performance specifications" in the Standard Terms and Conditions, Sales and Service shall mean documentation when such terms are used in reference to GE Healthcare software products.

Scope of License Grant.
Entities over which you have control may use the software only by agreeing to be bound by this agreement and by paying any applicable license fees. Independent contractors that supply products comparable to the software shall be provided access to the software only if we have provided our prior written consent and subject to any applicable conditions required by us, including any conditions that we deem appropriate to protect confidential and proprietary information relating to our products. You shall reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy. To the extent permitted by applicable law, licensors of third party software shall be third party beneficiaries of this agreement with respect to products licensed to GE Healthcare by such licensors and sublicensed to you. In addition to the restrictions stated in the GE Healthcare Standard Terms and Conditions – Sales and Service, you agree not to (1) display, transmit, sell, or otherwise transfer or make available the software to any other person or entity, unless expressly provided otherwise under this agreement; (2) electronically transfer the software outside your intranet or network dedicated for the software, unless otherwise authorized in writing by GE Healthcare; (3) reduce the software to a human-perceivable form; or (4) release the results of any testing or benchmarking of the software without the prior written consent of GE Healthcare.

Delivery.
"Delivery" means (a) with respect to any item of GE Healthcare software or documentation, the first to occur of: (i) communication to Customer through electronic means, that allows Customer to take possession of the first copy or product master, or (ii) delivery by GE Healthcare of the first copy or product master in person to Customer or to any common carrier or delivery service for transport to Customer, (b) with respect to any item of hardware or third party software, the delivery of the hardware or third party software by GE Healthcare or the supplier of the hardware or third party software to a common carrier for transport to the Customer or to any location specified in writing by or on behalf of the Customer, and (c) with respect to any services, the performance of such services by GE Healthcare.

Medical Diagnosis and Treatment.

You hereby acknowledge and agree that:

- the software does not make clinical, or other decisions and is not a substitute for competent, properly trained and knowledgeable staff who bring professional judgment and analysis to the information presented by the software.
- You are responsible for verifying the accuracy of all patient information and determining the data necessary for you and your users to make medical and diagnostic decisions, as well as for complying with all laws, regulations and licensing requirements applicable to your delivery of healthcare services.
- You are responsible for establishing and maintaining reasonable quality control procedures to ensure the accuracy of input to the software.
- You and your staff will consider all relevant information including information presented to you and them by the software and may give whatever weight you and your staff deem appropriate to the information produced by the software in the performance of your and their functions.
- any and all financial and management information produced by the software must be tested for reasonableness and accuracy before any actions are taken or reliance placed on it.
- you have reviewed and will communicate to users who use and access the software any software information, which may be provided to you by GE Healthcare from time to time.

Audit Rights.
Upon 45 days notice we may audit your use of the software. You agree to cooperate with our audit and to provide reasonable assistance and access to information. If the audit uncovers underpaid or unpaid fees owed to us, you agree to pay those fees and our costs incurred in conducting the audit within 30 days of written notification of the amounts owed. If you do not pay the amounts owed, we may terminate your license to use the applicable software. You agree to permit us to obtain certain reasonable information regarding the users and other use information regarding the software. All of such information shall be treated as confidential information and shall be used solely for the purposes of technical support and auditing the use of the software and shall not be disclosed to any third party (other than third party vendors of software licensed to you under this agreement), without your consent.

Relief for Breach.
You agree that a violation of our license, confidentiality or intellectual property rights will cause irreparable harm to us for which the award of money damages are inadequate. You agree that in the event of any breach of this provision, we shall be entitled to seek injunctive relief in addition to immediately terminating the license granted herein and requiring that you cease use of and return the software, including all

copies in any media, in addition to seeking any other legal or equitable remedies available to us. This paragraph shall survive the termination of this agreement.

License Metrics.
If referenced in your quotation, please see the following definitions of license metrics listed below or on your quotation in connection with your quotation to understand the scope of your license: "**Active Devices**" means the number of devices that are transmitting data to the applicable software. "**Annual ED Visits**" means the maximum number of patient visits to the emergency room(s) of the Site for which the applicable software is used for clinical documentation during each twelve month period of the license. "**Beds**" means the total number of beds that you are authorized by the applicable government authority to provide at the Site. "**Bedside Device Interfaces**" means the maximum number of bedside device interfaces for which the applicable software is permitted to be used at the Site. **"Clients"** means the maximum number of workstations permitted to use the applicable software. "**Concurrent Database Users"** means the maximum number of database users permitted to simultaneously access the applicable software at a given point in time. "**Concurrent Users**" means the maximum number of users permitted to simultaneously access the applicable software at a given point in time. "**Critical Care Beds**" means the maximum number of beds in a high acuity setting which the applicable software can be used for clinical documentation at the point of care at the Site. **"Designated Individual"** is defined as a particular individual who has been identified by name and user authorization ID, regardless of whether the individual is actively using the software at any given time; **Designated Individual** licenses are purchased for every individual authorized to use the software. **"Dispensaries"** means the maximum number of physical locations at which the outpatient prescriptions are dispensed permitted to use the applicable software. "**Enterprise**" means you and any entities controlled by you. **"Named Users"** means specified users identified by name or other identifier. "**ORs**" means the maximum number of Operating Rooms in which the software is used for clinical documentation at the Site. "**Other Provider**" means the maximum number of other providers (individuals other than Physicians designated by the software as a billable provider of health care services including nurse practitioners, physical therapists and other non-physician billable providers of healthcare services) authorized to use the software. "**PACU beds**" means the maximum number of beds in a high acuity setting for which the applicable software is used for post operative anesthesia documentation at the point of care at the Site. "**Physician**" means the maximum number of physicians (doctor of medicine, doctor of osteopathy, doctor of dental science and doctor of psychiatric medicine) authorized to use the applicable software. "**Prep Rooms**" means the maximum number of prep rooms in which the applicable software is used for clinical documentation at the Site. **"Prescriptions"** means the number of prescriptions dispensed by Customer Dispensaries during the applicable calendar year. **"Requests per Day"** means the number of laboratory orders requested per day. **Requests per Day** licenses are purchased for the maximum number of requests to be processed by the software each day. "**Site**" means the maximum number of your facility(ies) of the Size specified in the quotation at which you are authorized to use the software and which may be added to or changed only in accordance with these terms and conditions and upon the written consent of GE Healthcare. You shall be permitted to use the applicable software only for the **Size of Site** as indicated in the applicable quotation.

SOFTWARE SUPPORT SERVICES FOR GE HEALTHCARE SOFTWARE SYSTEMS

GE Healthcare

"You" or "your" means the individual or entity that has purchased the applicable software support services. "GE," "GE Healthcare," "we" and "our" refers the General Electric Company, by and through its GE Healthcare division.

Software Support Services. GE will provide to you the software support services as described in the applicable GE Healthcare service policy for the GE software product and the support period as specified in the applicable quotation for which you have paid the applicable fees. Software that is identified on the GE Healthcare quotation and either (i) is delivered to you in a third-party developer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the quotation or in the product documentation) that the software is provided with the third-party developer/supplier's software support services in lieu of GE Healthcare software support services is not covered under this Statement of Service Deliverables unless specifically stated otherwise in the applicable quotation.

Software Support Services Price Adjustments. GE Healthcare support services will automatically renew for another annual term upon payment of the applicable renewal support fees, unless either party provides sixty (60) days prior written notice of non-renewal. GE Healthcare may increase its charges for support and maintenance fees for each successive annual software renewal support term by providing no less than sixty (60) days advanced notice of such increase before the beginning of the support term for which the increase is to be in effect. In connection with any annual renewal of support services, GE Healthcare may increase its annual charges for maintenance and support by no more than CPI plus two percent (2%). CPI shall mean the U.S. City Average (December to December percent) for ALL Urban Consumers (CPI-U).

APPENDIX II

DPH LICENSE

STATE OF CONNECTICUT

000058

Department of Public Health

LICENSE

License No. 0044

General Hospital

In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:

Yale-New Haven Hospital, Inc. of New Haven, CT, d/b/a Yale-New Haven Hospital, Inc. is hereby licensed to maintain and operate a General Hospital.

Yale-New Haven Hospital, Inc. is located at 20 York Street, New Haven, CT 06504

The maximum number of beds shall not exceed at any time:
852 General Hospital beds
92 Bassinets

This license expires **September 30, 2007** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, October 1, 2005. RENEWAL.

Satellites

Hill Regional Career High School, 140 Legion Avenue, New Haven, CT
Branford High School Based Health Center, 185 East Main Street, Branford, CT
Walsh Middle School, 185 Damascus Road, Branford, CT
James Hillhouse High School Based Health Center, 480 Sherman Parkway, New Haven, CT
Sheriden Acadamy of Excellence School Based Health Center, 191 Fountain Street, New Haven, CT
Vincent E. Mauro Elementary School Based Health Center, 130 Orchard Street, New Haven, CT
Weller Building, 425 George Street, New Haven, CT
Yale-New Haven Psychiatric Hospital, 184 Liberty Street, New Haven, CT
Yale-New Haven Shoreline Medical Center, 111 Goose Lane, Guilford, CT
Pediatric Dentistry Center, 860 Howard Avenue, New Haven, CT

J Robert Galvin M.D., M.P.H.

J. Robert Galvin, M.D., M.P.H.,
Commissioner

STATE OF CONNECTICUT
OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

May 17, 2007

Ms. Jean Ahn
Director
Yale-New Haven Hospital
20 York Street, CB-1007
New Haven, CT 06504

Re: Letter of Intent, Docket Number 07-30963
Yale-New Haven Hospital
Replacement of a 4-Slice CT scanner in the ED with a 64-Slice CT scanner and relocation of the existing 4-Slice CT scanner for use as an Interventional Scanner
Notice of Letter of Intent

Dear Ms. Ahn:

On May 7, 2007, the Office of Health Care Access ("OHCA") received the Letter of Intent ("LOI") Form of Yale-New Haven Hospital ("Applicant") for Replacement of a 4-Slice CT scanner in the ED with a 64-Slice CT scanner and relocation of the existing 4-Slice CT scanner for use as an Interventional Scanner, at a total capital expenditure of $2,275,000.

A notice to the public regarding OHCA's receipt of a LOI was published in *The New Haven Register* pursuant to Section 19a-638 of the Connecticut General Statutes. Enclosed for your information is a copy of the notice to the public.

Sincerely,

Kimberly R. Martone
Certificate of Need Supervisor

KRM:lmg

STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

May 17, 2007

Requisition # HCA07-189
FAX #: (203) 865-8360

New Haven Register
40 Sargent Street
New Haven, CT 06531-0715

Gentlemen/Ladies:

Please make an insertion of the attached copy, in a single column space, set solid under legal notices, in the issue of your newspaper by no later than **Monday, May 21, 2007.**

Please provide the following **within 30 days** of publication:

- Proof of publication (copy of legal ad. acceptable) showing published date along with the invoice.

If there are any questions regarding this legal notice, please contact **Paolo Fiducia** at (860) 418-7001.

KINDLY RENDER BILL IN DUPLICATE ATTACHED TO THE TEAR SHEET.

Sincerely,

Kimberly R. Martone
Certificate of Need Supervisor

Attachment

KRM:PF:lmg

c: Sandy Salus, OHCA

New Haven Register
Docket Number 07-30963

Letter of Intent
May 17, 2007

PLEASE INSERT THE FOLLOWING:

Statute Reference:	19a-638
Applicant:	Yale-New Haven Hospital
Town:	New Haven
Docket Number:	07-30963
Proposal:	Replacement of a 4-Slice CT scanner in the ED with a 64-Slice CT scanner and relocation of the existing 4-Slice CT scanner for use as an Interventional Scanner
Capital Expenditure:	$2,275,000

The Applicant may file its Certificate of Need application between July 6, 2007 and September 4, 2007. Interested persons are invited to submit written comments to Cristine A. Vogel, Commissioner Office of Health Care Access, 410 Capitol Avenue, MS13HCA P.O. Box 340308 Hartford, CT 06134-0308.

The Letter of Intent is available for inspection at OHCA. A copy of the Letter of Intent or a copy of Certificate of Need Application, when filed, may be obtained from OHCA at the standard charge. The Certificate of Need application will be made available for inspection at OHCA, when it is submitted by the Applicant.

****
*** TX REPORT ***
****

TRANSMISSION OK

TX/RX NO	2141
RECIPIENT ADDRESS	912038658360
DESTINATION ID	
ST. TIME	05/17 15:34
TIME USE	00'23
PAGES SENT	2
RESULT	OK

STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

May 17, 2007

Requisition # HCA07-189
FAX #: (203) 865-8360

New Haven Register
40 Sargent Street
New Haven, CT 06531-0715

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KINDLY RENDER BILL IN DUPLICATE ATTACHED TO THE TEAR SHEET.

Sincerely,

Kimberly R. Martone
Certificate of Need Supervisor

STATE OF CONNECTICUT
OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

May 24, 2007

Jean Ahn
Director
Yale-New Haven Hospital
20 York Street, CB-1007
New Haven, CT 06504

RE: Certificate of Need Application Forms, Docket Number 07-30963-CON
Yale-New Haven Hospital
Acquisition of a 64-Slice CT Scanner

Dear Ms. Ahn:

Enclosed are the application forms for Yale-New Haven Hospital's Certificate of Need ("CON") proposal for the acquisition of a 64-Slice CT Scanner with an associated capital expenditure of $2,275,000. According to the parameters stated in Section 19a-638 of the Connecticut General Statutes the CON application may be filed between July 6, 2007, and September 4, 2007.

When submitting your CON Application, please paginate and date each page contained in your submission. In addition, please submit one (1) original and five hard copies; as well as a scanned copy of the complete Application, including all attachments, on CD or Diskette. OHCA requests that the electronic copy be in Adobe or MS Word format and that the Financial Attachment and other data as appropriate be in MS Excel format.

The analyst assigned to the CON application is Paolo Fiducia. Please feel free to contact him at (860) 418-7001, if you have any questions.

Sincerely,

Kimberly Martone
Certificate of Need Supervisor

Enclosures

State of Connecticut
Office of Health Care Access
Certificate of Need Application

Please complete all questions. If any question is not relevant to your project, Not Applicable may be an acceptable response. Your Certificate of Need application will be eligible for submission no earlier than July 6, 2007, and may be submitted no later than September 4, 2007. The Analyst assigned to your application is Paolo Fiducia and may be reached at the Office of Health Care Access at (860) 418-7001.

Docket Number: 07-30963-CON

Applicant(s) Name: Yale-New Haven Hospital

Contact Person: Jean Ahn
Contact Title: Director
Yale-New Haven Hospital
Contact Address: 20 York Street, CB-1007
New Haven, CT 06504

Project Location: New Haven

Project Name: RAcquisition of a 64-Slice CT Scanner

Type proposal: Section 19a-638, C.G.S.

Est. Capital Expenditure: $2,275,000

1. Expansion of Existing or New Service

What services are currently offered at your facility that the proposed expansion or new service will augment or replace? Please list.

Augment: _____

_____

Replace: _____

_____

2. State Health Plan

No questions at this time.

3. Applicant's Long Range Plan

Is this application consistent with your long-range plan?

☐ Yes ☐ No

If "No" is checked, please provide an explanation.

4. Clear Public Need

A. Explain how it was determined there was a need for the proposed **64-Slice CT** scanner in your service area.

B. Provide the following information:
   a) The population to be served, including the number of individuals to receive the proposed service. Include demographic information, as appropriate.
   b) Scheduling backlogs in service area
   c) Travel distance from proposed site to service area towns
   d) Hours of operation of proposed service

C. Identify the existing providers of the proposed service in your service area.

D. What will be the effect of your proposal on existing providers (i.e. patient volume, financial stability, quality of care, etc.)?

E. Provide the units of service projected for the first three years of operation of the proposed service. **Include all assumptions used in the derivation/calculation of your projections.**

F. Provide the information as outlined in the following table concerning the existing providers' in the Applicant PSA &SSA current operations:

Description of Service[1]	Provider Name and Location	Hours and Days of Operation[2]	Current Utilization[3]

[1] If proposal concerns imaging equipment, provide a description of the equipment used by the Provider, if known. For MRI scanners, include Tesla strength, and whether or not the scanner is considered to be "open" or "closed".
[2] Specify days of the week and start and end time for each day.
[3] Number of scans performed on specified scanner by Provider for the most recent 12 month period, if known.

G. Will your proposal remedy any of the following barriers to access? Please provide an explanation.

☐ Cultural ☐ Transportation

☐ Geographic ☐ Economic

☐ None of the above ☐ Other (Identify) _____

If you checked other than None of the above, please provide an explanation.

H. Provide copies of any of the following plans, studies or reports related to your proposal:

☐ Epidemiological studies ☐ Needs assessments

☐ Public information reports ☐ Market share analysis

☐ Other (Identify) _____

☐ None: *explain* why no reports, studies or market share analysis was undertaken related to the proposal:

_____
_____
_____
_____

5. Quality Measures

A. Check off all the Standard of Practice Guidelines that will be utilized by the Applicant for the proposed service. Please submit the most recent copy of each report related to the proposal:

☐ American College of Cardiology	☐ National Committee for Quality Assurance	☐ Public Health Code & Federal Corollary
☐ National Association of Child Bearing Centers	☐ American College of Obstetricians & Gynecologists	☐ American College of Surgeons
☐ Report of the Inter-Council for Radiation Oncology	☐ American College of Radiology	☐ Substance Society Abuse and Mental Health Services Administration

☐ Other: Specify _____

B. Describe in detail how the Applicant plans to meet the each of the guidelines checked off above.

C. Submit a list of **all** key professional and administrative personnel, including the Applicant's Chief Executive Officer (CEO) and Chief Financial Officer (CFO), Medical Director, physicians, nurses, therapists, counselors, etc., related to the proposal and a copy of their Curriculum Vitae.

Note: For physicians, please provide a list of hospitals where the physicians have admitting privileges.

D. Provide a copy of the most recent inspection reports and/or certificate for your facility:

☐	DPH	☐	JCAHO
☐	Fire Marshall Report	☐	Other States Health Dept. Reports (new out-of-state providers)
☐	AAAHC	☐	AAAASF
☐	Other: _____		

Note: Above referenced acronyms are defined below. [1]

E. Provide a copy of the following (as applicable):

☐ A copy of the related Quality Assurance plan ("QAP") and the latest version of the Annual Evaluation Report for the QAP.

6. Improvements to Productivity and Containment of Costs

In the past year has your facility undertaken any of the following activities to improve productivity and contain costs?

☐ Energy conservation ☐ Group purchasing

☐ Reengineering ☐ None of the above

☐ Application of technology (e.g., computer systems, robotics, telecommunication systems, etc.)

☐ Other (identify)_____

7. Miscellaneous

A. Will this proposal result in new (or a change to) your teaching or research responsibilities?

☐ Yes ☐ No

If you checked "Yes," please provide an explanation.

B. Are there any characteristics of your patient/physician mix that makes your proposal unique?

☐ Yes ☐ No

If you checked "Yes," please provide an explanation.

[1] DPH – Department of Public Health; JCAHO – Joint Commission on Accreditation of Hospitals Organization; AAAHC – Accreditation Association for Ambulatory Health Care, AAAASF – American Association for Accreditation of Ambulatory Surgery Facilities, Inc.

8. Financial Information

A. Type of ownership: (Please check off all that apply)

☐ Corporation (Inc.) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Professional Corporation (PC)

☐ Joint Venture ☐ Other (Specify): _____

B. Provide the following financial information:

i) Pursuant to Section 19a-644, C.G.S., each hospital licensed by the Department of Public Health is required to file with OHCA copies of the hospital's audited financial statements. If the Applicant is a hospital that has filed its most recently completed fiscal year audited financial statements, the Applicant may reference that filing for this proposal.

ii) Provide the total current assets balance as of the date of submission of this application.

iii) Provide the name and units of service for the new cost center to be established for the proposal.

iv) Provide the total current assets balance as of the date of submission of this application.

9. Major Cost Components/Total Capital Expenditure

Submit a final version of all capital expenditures/costs as follows:

Medical Equipment (Purchase)	
Major Medical Equipment (Purchase)	
Non-Medical Equipment (Purchase)*	
Land/Building (Purchase)	
Construction/Renovation	
Other (Non-Construction) Specify:_____	
Total Capital Expenditure	
Medical Equipment (Lease (FMV))	
Major Medical Equipment (Lease (FMV)	
Non-Medical Equipment (Lease (FMV))*	
Fair Market Value of Space – (Capital Leases Only)	

Total Capital Cost	
Capitalized Financing Costs (Informational Purpose Only)	
Total Capital Expenditure with Cap. Fin. Costs	

* Provide an itemized list of all non-medical equipment.

10. Construction Information

A. Provide a detailed description of the proposed new construction/renovation including the related gross square feet of new construction/renovation.

B. Provide all schematic drawings related to the project that are available, including existing and proposed floor plans.

C. Explain how the proposed new construction or renovations will affect the delivery of patient care.

D. Provide the following information regarding the schedule for new construction/ renovation:

Construction Commencement Date	
Construction Completion Date	
DPH Licensure Date	
Commencement of Operations Date	

11. Capital Equipment Lease/ Purchase

If the CON involves any capital equipment lease and/or purchase, please answer all of the following that apply:

What is the anticipated residual value at the end of the lease or loan term?	$_____
What is the useful life of the equipment?	___ Years
Please submit a copy of the vendor quote or invoice as an attachment.	
Please submit a schedule of depreciation for the purchased equipment as an attachment.	

For multiple items, please attach a separate sheet for each item in the above format.

12. Type of Financing

A. Check type of funding or financing source and identify the following anticipated requirements and terms: (Check all which apply)

☐ Applicant's equity:

Source and amount:

Operating Funds Source/Entity Name Available Funds	$_____ _____
Contributions	$_____
Funded depreciation	$_____
Other	$_____

☐ Grant:

Amount of grant	$_____
Funding institution/ entity	_____

☐ Conventional loan or
☐ Connecticut Health and Educational Facilities Authority (CHEFA) financing:

Current CHEFA debt	$_____
CON Proposed debt financing	$_____
Interest rate	_____%
Monthly payment	$_____
Term	_____ Years
Debt service reserve fund	$_____

☐ Lease financing or
☐ CHEFA Easy Lease Financing:

Current CHEFA Leases	$_____
CON Proposed lease financing	$_____
Fair market value of leased assets at lease inception	$_____
Interest rate	_____%
Monthly payment	$_____
Term	_____ Years

☐ Other financing alternatives:

Amount	$ _____
Source (e.g., donated assets, etc.)	_____

B. Please provide copies of the following, if applicable:
   i. Letter of interest from the lending institution,
   ii. Amortization schedule (if not level amortization payments),
   iii. Lease agreement.

13. Revenue, Expense and Volume Projections

A.1. Payer Mix Projection

Please provide both the current payer mix and the projected payer mix with the CON proposal for the Total Facility based on Net Patient Revenue in the following reporting format:

Total Facility Description	Current Payer Mix	Year 1 Projected Payer Mix	Year 2 Projected Payer Mix	Year 3 Projected Payer Mix
Medicare*	%	%	%	%
Medicaid* (includes other medical assistance)				
CHAMPUS and TriCare				
Total Government Payers				
Commercial Insurers*				
Uninsured				
Workers Compensation				
Total Non-Government Payers				
Payer Mix	100.0%	100.0%	100.0%	100.0%

*Includes managed care activity.

A.2. Please describe the impact of the proposal on the interests of consumers of health care services and the payers of such services.

B. Does the Applicant(s) have Tax Exempt Status? ☐ Yes ☐ No

C. Provide the following for the financial and statistical projections:

i) A summary of revenue, expense and volume statistics, without the CON project, incremental to the CON project, and with the CON project. **See attached.** Please note that the actual results for the fiscal year reported in the first column must agree with the Applicant's audited financial statements.

ii) Please complete CON Financial Attachment II

iii) The assumptions utilized in developing the projections (e.g., FTE's by position, volume statistics, other expenses, revenue and expense % increases, project commencement of operation date, etc.).

iv) An explanation for any projected incremental losses from operations contained in the financial projections that result from the implementation and operation of the CON proposal.

vi) Provide a copy of the rate schedule for the proposed service.

vi) Describe how this proposal is cost effective.

12. C (i). Please provide one year of actual results and three years of projections of **Total Facility** revenue, expense and volume statistics without, incremental to and with the CON proposal in the following reporting format:

Total Facility: Description	FY Actual Results	FY Projected W/out CON	FY Projected Incremental	FY Projected With CON	FY Projected W/out CON	FY Projected Incremental	FY Projected With CON	FY Projected W/out CON	FY Projected Incremental	FY Projected With CON
NET PATIENT REVENUE										
Non-Government				$0			$0			$0
Medicare				$0			$0			$0
Medicaid and Other Medical Assistance				$0			$0			$0
Other Government				$0			$0			$0
Total Net Patient Patient Revenue	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Operating Revenue										
Revenue from Operations	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OPERATING EXPENSES										
Salaries and Fringe Benefits				$0			$0			$0
Professional / Contracted Services				$0			$0			$0
Supplies and Drugs				$0			$0			$0
Bad Debts				$0			$0			$0
Other Operating Expense				$0			$0			$0
Subtotal	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Depreciation/Amortization				$0			$0			$0
Interest Expense				$0			$0			$0
Lease Expense				$0			$0			$0
Total Operating Expense	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Gain/(Loss) from Operations	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Plus: Non-Operating Revenue				$0			$0			$0
Revenue Over/(Under) Expense	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
FTEs				0			0			0

*Volume Statistics:
Provide projected inpatient and/or outpatient statistics for any new services and provide actual and projected inpatient and/or outpatient statistics for any existing services which will change due to the proposal.

13.C(ii). Please provide **three** years of projections of incremental revenue, expense and volume statistics **attributable to the proposal** in the following reporting format:

Type of Service Description

Type of Unit Description:

# of Months in Operation

FY _____	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FY Projected Incremental Total Incremental Expenses:		Rate	Units	Gross Revenue	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Gain/(Loss) from Operations
Total Facility by Payer Category:				Col. 2 * Col. 3				Col.4 - Col.5 -Col.6 - Col.7	Col. 1 Total * Col. 4 / Col. 4 Total	Col. 8 - Col. 9
Medicare				$0				$0	$0	$0
Medicaid		$0		$0				$0	$0	$0
CHAMPUS/TriCare		$0		$0				$0	$0	$0
Total Governmental			0	$0	$0	$0	$0	$0	$0	$0
Commericial Insurers		$0	5	$0				$0	$0	$0
Uninsured		$0	2	$0				$0	$0	$0
Total NonGovernment		$0	7	$0	$0	$0	$0	$0	$0	$0
Total All Payers		$0	7	$0	$0	$0	$0	$0	$0	$0

HOSPITAL AFFIDAVIT

Applicant: _____

Project Title: _____

I, _____, _____
(Name) (Position – CEO or CFO)

of _____ being duly sworn, depose and state that the (Hospital Name) information submitted in this Certificate of Need application is accurate and correct to the best of my knowledge. With respect to the financial impact related to this CON application, I hereby affirm that:

1. The proposal will have a capital expenditure in excess of $15,000,000.

   ☐ Yes ☐ No

2. The combined total expenses for the proposal's first three years of operation will exceed one percent of the actual operating expenses of the Hospital for the most recently completed fiscal year as filed with the Office of Health Care Access.

   ☐ Yes ☐ No

_____ _____
Signature Date

Subscribed and sworn to before me on_____

_____

Notary Public/Commissioner of Superior Court

My commission expires: _____

LEGALS

PUBLIC NOTICE

Connecticut Superior Court
J.D. of Fairfield at Bridgeport
Return Date: June 5, 2007
RE: Donna M. Melendez vs.: Luis Melendez, Sr.

ORDER OF NOTICE
The Court has reviewed the Motion for Notice by Publication. The Writ, Summons & ... true and attested copy of the original Order for publication.
Attest: N.E. Nikola
State Marshal/
Fairfield County

LEGAL NOTICE

Statute Reference:
19a-638
Applicant:
Yale-New Haven Hospital
Town:
New Haven
Docket Number:
07-30963
Proposal:
Replacement of a 4-Slice CT scanner in the ED with a 64-Slice CT scanner and relocation of the existing 4-Slice CT scanner for use as an Interventional Scanner
Capital Expenditure:
$2,275,000

The Applicant may file its Certificate of Need application between July 6, 2007 and September 4, 2007. Interested persons are invited to submit written comments to Cristine A. Vogel, Commissioner Office of Health Care Access, 410 Capitol Avenue, MS13HCA P.O. Box 340308 Hartford, CT 06134-0308.

The Letter of Intent is available for inspection at OHCA. A copy of the Letter of Intent or a copy of Certificate of Need Application, when filed, may be obtained from OHCA at the standard charge. The Certificate of Need application will be made available for inspection at OHCA, when it is submitted by the Applicant.

NOTICE TO CREDITORS

ESTATE OF:
SUSAN CRISCUOLO

LEGALS

LEGAL NOTICE

DOCKET NUMBER NHSP-088007

MNS REALTY LLC

VS.

ALBERT MACY

SUPERIOR COURT

... ING TO PROVIDE AN OPPORTUNITY FOR PEOPLE WITH DISABILITIES, SERVICE PROVIDERS AND MEMBERS OF THE COMMUNITY TO REVIEW AND COMMENT ON THE GOALS AND OBJECTIVES OF THE STATE PLAN FOR INDEPENDENT LIVING FOR THE NEXT THREE YEARS.

Date: MONDAY, JUNE 18, 2007
Time: 4:00pm-6:00pm

LOCATION: CENTER FOR DISABILITY RIGHTS
764A CAMPBELL AVENUE
WEST HAVEN, CT 06516

COPY OF THE PLAN CAN BE OBTAINED BY CALLING THE SILC AT (860) 523-0126 OR BY E-MAIL REQUEST TO Debbie Malaragno at DEBMEL@OPTONLINE.NET
If you need accommodations to participate please contact Debbie by June 11, 2007.

NOTICE OF PUBLIC AUCTION

The following personal property

(1) Hypac C340B Roller
Serial Number B146C2053A

(1) CASE 580 SE Loader/Backhoe
Serial Number 17037975

(1) Hydrema Truck Model 912
Serial Number 6532

will be on auction by the securing party at the following location:
283 Pane Road
Newington, CT 06111
On May 31, 2007 at 9:00 am

NOTICE TO CREDITORS

ESTATE OF:

LEGALS

NOTICE TO CREDITORS

ESTATE OF:
ROBERT REICH

The Hon. Peter D. Hershman, Judge of the Court of Probate, District of Woodbridge, by decree dated May 15, 2007, ordered that all claims must be presented to the fi...

LLC
567 Campbell Avenue-J.J. Investments LLC
48 Lambert Street-James Durand

APPROVED WITH CONDITIONS
11 Priscilla Road-Rainbow Development, Inc.
7 Peppermill Drive-Ronald J. Celentano, Jr.

CONTINED
45 Birch Street-Anastasio Holding LLC
125 Spruce Street-Anastasio Holding LLC
300 Boston Post Road-University of New Haven
89 Bull Hill Lane-ALDI, Inc.
152 Homeside Avenue-Murline Williams
181 Ocean Avenue-Carol & Otto Homish
45 Spruce Street-GP Developers, Inc.

WITHDRAWN
25 Arlington Street-Kimberly Lockwood
189-191 Forest Road-BFB Properties LLC
79 Brown Street-Maria Nunez

John Clifford
Chairman

800 MERCHANDISE & PETS

801 ABSOLUTELY FREE

FREE FILL
Landfill dirt
East Haven Area.
Call 203-804-1212

802 BARGAIN BASEMENT

803 PETS & SUPPLIES

AKC German Shepherd Pups 2 male, 1 female, vet checked, call 203-924-4561 - $800.00

ALL BREEDS PUPPIES
STATEWIDE PETS
795-9931
260 Bull Hill La. Orange

AMERICAN PIT BULL CHOC... Pointer Puppies Ready On June 8th. Asking $650 call (203) 924-6902

GERMAN SHEPARDS 6wks, AKC, vet checked. $650. (860)237-0088.

German Sherpard, akc, female, 12wks, starting training, $550. Call 203-296-2746.

GREEN WING MACAW
$800 very friendly, almost 3 yrs. old, ask $595. 860-575-8218

KINGS CAGE used a few times, very big, 6 x 4 x 4. Asking $900. Call 860-575-8218

KITTENS
Free to good home.
Call 203-484-7134.

Male Golden Retriever 10mnth, shot up to date, has papers, good w/kids very playful $1000 obo 606-1461

Miniature Pincher, Male, red, 1½ yrs. old. Healthy, pedigree. $900 negotiable. 860-274-2406

MINIATURE POODLE
6mos. male, Blk. shots & groomed. $250. 203-296-2746

PERSIAN KITTENS. Purebred. Calico, blk/white, bluecreme, black. Lap cats. $500 and up. 203-451-3441

PERSIAN KITTENS adorable, silver. $325 203-230-9281.

PET CARRIER- new Sherpa pet carrier on wheels, originally $135 on sale for $50. 488-9558.

Pit Bull Puppies Blue nose ADB Registered 8weeks old & shots $650 203-859-5916

PIT BULLS 1 male, 1 fml, brindle male, female spots. $775 for the pair, female might be pregnant. 860-575-8218

Pomeranian female, 9 month old, current shots, house broken, supplies incl. $650. Call 203-675-1869

ROTTWEILER PUP, female, super temperament, $500.

815 ARTICLES FOR SALE

4 COUNTRY CONCERTS meadows hlfd $150.00p/SET ihav2 sets 203-933-6550

93 Bayou (bike) 220 quad $1000 or best offer. 6 person pop up camper, $450 obo, 203-234-7919.

AIR COMPRESSOR ... print of only 4, Grandma Moses prints, 773-3310

AUTO TEK 300 watts, 2 channel competition amp, 2 (12") kickers, 4 yrs old, excel condition. $500. 239-3100

AWNINGS 6 canvas, deep green. Assorted sizes. Excellent condition. $100 ea. 203-288-0797

BABY JOGGER - Original 20 inch aluminum wheels. Red w/canopy. Exc cond. $125. 281-6938 or 248-9437.

BASEBALL CARD ROOKIE. U.D. COLLECTOR'S CHOICE DEREK JETER IN FRAME. $20. 878-5420

BASKETBALL Hall of Fame Charles Barkley 8x10 at Auburn univ 16x20 at NBA Sunsin $20. 878-5420

BASKETBALL SET
Fiberglass backboard, rim & pole cost $400 slightly damage. $25 203-453-1633

BASKETBALL STICKER Album 1990=91 with all 180 stickers mint cond. $20. 203-878-5420

BASKETBALL WNBA REBECCA LOBO picture can with cards inside $10.00 203-878-5420

BATHROOM CABINET
36" x 21"
Excellent condition. $50 OBO
Call 203-468-1469, aft 4pm

BATHROOM MIRROR
35" x 30"
Excellent condition. $50 OBO
Call 203-468-1469, aft 4pm

BATHROOM VANITY
37" x 22"
Excellent condition. $50 OBO
Call 203-468-1469, aft 4pm

Beanie Babies Collection 25 Beanie Babies late 90's to early 2000's. Call 4 details. All for $30! 203-933-2714

Bedroom Set 6pc, fullsize can be make into Queen, triple dresser dark wood $400 203-685-7866

BEDROOM SET Older white

Coats 3-6yrs old w/hat, rain coat $35 each, baby clothes newborn-10yrs $5 and up. boy bike $95 203-488-8132.

COCA COLA items. $50 each. Comic book collection $300. stamp book collection. $500. 203-264-5511

CocaCola ... tractor ... trailer ... comet plts $100 777-3344

DESK
Desk, large, metal and wood, use for ofc. or home $50. 468-0056 after 5pm.

DINING ROOM French Provincial. table/6 chairs, buffet, china cabinet. $700. 203-453-5977 bet. 11-6pm

DISC MOVIE MACHINES. Elect. units & older VCRs, receivers, toners, speakers $25 each. 934-6966

Diving board w/stand $100. Vacuum,brush,net,hose + pole $20. Malibu lights w/ trans $25.00 203-421-4186

DOLL,
3 headed Red Riding Hood Doll. $45. Call 203-932-3388

Doll, Raggerty Ann, custom made for doll collector, 36'long nursing decor, $70. Call 203-932-3388.

DOLLS Lge Variety of Dolls $15-$30 ea DEPRESSION GLASS Asst $20-$60 Call 203 481-0651

DRESSERS (4) $100 each. Danbury Mint dolls $35 each. Old brown chair $50 Call 203-345-4681, 203-953-9564

Drum Set,
$800
or best offer,
203-234-7919.

Dryer, $50,
Conventional oven
$25
Call 203-393-2395.

EAGLES $3, $5 AND $10 EACH.
CALL
203-469-5091

Electric Black & Decker sidewalk edger. $25.00, snowblwr,exc.Troybilt,5hp,gas start, $300. OBO. 203-530-9774

Electric Guitar, Selwa Century with Traynor Ts 15 Amplifyer. Excellent condition. $350.00 Call (203) 933-4553

ELECTRIC STOVE & REFRIGERATOR

ELECTRIC WHEELCHAIR Like new. Asking $1500 firm. Diane 203-401-1568.

ELMERS WOOD GLUE
In boxes. $40.
Please call
203-467-2363.

ENGINE from 1968 FORD Mustang, 6 Cylinder. As is.

Free Fire Wood,
you will have
to pick up.
203-234-7919.

Full Bedroom Set- $500, Dryer- $50, Conventional Oven- $25, Hood For Stove- $25, 203-393-2395.

Full Bedroom Set-
$500,
Call
203-393-2395.

GAME BOY ADVANCE
with attachable light, battery pack and charger. Asking $40. Call 203-734-8720

GAS GRILL- Webber, medium sized, works perfectly, cover included, $95.00. 203-284-1330.

Golf irons
8 clubs 3-PW
good condition, $25 set,
203-234-8800.

GRILL, CHARBROILER. 66"L 43"H 24"D, propane on wheels. all stainless steel $800. 203-284-5511

HAMPTON BAY COMBINATION a/c, humidifier plus heater, like brand new $450 203-754-1111

HESS TRUCKS
All years available
$50 each.
Call 203-264-5511

Hitch class III frame mount fits ford crown victoria & mercury marquis excellent cond. $50 203-248-9066.

HOSPITAL BED TRAY. Goes up and down. Asking $25.00. Call 203-430-1998, 933-6395

HOT TUB
6 person 32 jets All Options Full Warranty Nvr Used Cost $7000 Asking $3800. Call 245-9491

Howard Miller wooden wall clock w/chimes, Asking $75.

Call 203-345-3167

Howard Miller Wood clock, $200, H.E. Bogaert, guilford

HP PRINTER, Deskjet 697c, works good, used very little, needs ink cartridges, $15. 239-9359.

HUMIDIFIER- Sears brand with manual, 7 gallons, $25. 488-9558.

HUMMEL Figurines $30 & $40 & Norman Rockwell ... $10 TO $5. Throw pillows, lge asst, $1 and $2. Jewelry Boxes $2 to $15.(203)934-6966

LAPTOP, KIDS V-TEC.

$10.00
Call 203-734-8720

Large outdoor basketball stationary hoop, $25. Very good cond. Ready to sell. 203-934-6966 or 934-4640.

LAWN MOWER, RIDING
Snapper, 12 HP, 32" cut with bagging system, needs work. $75 OBO. 203-468-1469.

LAWNMOWER w/bag, $65, leaf. blower, $35, Black & decker sidewalk edger, $25. 203-530-9774.

LIGHT, TIFFANY STYLE
Ceiling light, 16"
Excellent condition $60 OBO
Call 203 468-1469

LOCKER - Gray metal locker room locker. New condition. 96"Hx18"Dx12"W. $15. Call 203-934-2381.

LOWBOY antique, reproduction, solid mahogany 5 dr, cabriole legs, $525 203-458-1309

MAGAZINES,

LIFE, 1940S, 50S AND 60S. $4.00 EACH. 203-729-6582.

MAZUNO GOLF SHOES- waterproof, new soft spikes, size 14, $15. 467-5664.

MICROWAVE
large size, like new,
$30,
call 203-932-2233.

Microwave/toaster oven combo - Sharp Warm & Toasty w/owner's manual - like new $50 (203)248-9066

MIRROR LARGE RECTANGULAR, W/CARVED GOLD FRAME $125 203-389-2930

Momentos golf bag,
power bitter-orange and black,

$15 firm,
Call 203-934-2381.

TAG SALES WORK BEST

MOTOR BOAT- 5 gallon metal gas tank for outboard. $20.00 EACH.
Call 203-269-2443.

MOTORIZED BICYCLE
Good condition. $525 or best offer. Call 203-481-9869.

MTD 5 H.P. 24" SNOW Blower PHOTO ALBUMS, picture frames, 50cents to $3.00. Every size mirror $10.00 (203) 934-6966

PICNIC TABLE
28" X 6' Bench is attached
$60.00
203-265-2892

Picnic Table 6ft wood w/ attached benches, good cond. $100 203-877-7875.

PICNIC TABLE
Glass & metal. 42 inches round. Asking $10. Call 203-248-6913.

PINBALL MACHINE
Soccer Pinball Machine. $600 OBO. Call 203-641-6113.

PLATE, Joe DiMaggio, collector. Title The Streak: $99.00 Call 203-729-6582.

Playstation 2,
w/two controllers,
$70
203-734-3968.

PLUMBING AND ELECTRICAL, Garage load, misc related items, Light fixtures. $700 firm. 203-934-6966

Pocket Watches: New in box 17j $110, Persian rugs, used very inexp. 3 old pocket watches, $75ea 394-2062

POOL will empty; you remove; i filter, cover, chemicals, ladder; pump; less 1 yr $500. 734-3563

POOL
11' Round, 30" high with instructions. Video and pump. $45.00. 203-734-8720

Pool, above ground, oval 30x15 6yrs old needs liner, inclds pump & filter, $350 860-669-6996.

POOL, INGROUND, Haywood Pulltex D.E. filter, $250.00, ladders $100, with access. 203-421-4186

POOL PUMP, 1 H.p. Proline, excellent condition, $85.00. Ray call 203-933-9163

POOL PUMPS for 15 or 18ft & accessories. $100. Call

POOL Table 8' Pro style 1" Italian slate, solid wd. Lthe pockets. In box. Cost $420... Sell $1850. 203-245-9491

Power Lift Chair
like new, rust color,
$450
call 203-269-6127.

Prints in frames ...

SAFE
Mosler. 58" H, 42"W 30"D $600. Hess Trucks. $50.0... 203-264-5511

SANDWICH UNIT- available w... tables & chairs, includes foo... warmer. Price is negotiable. Excellent condition. 48... 8198.

SEAT FOR THE TUB. aSKIN... $20.00. CALL for more information about this item. 20... 430-1998, 933-6395.

Sewing Mach Consew Gre... Model 101 w/reverse,worki... cond.for tailoring, light comm... sewing, $250. 203-799-619...

SHARP 36" TV
2 yrs. old, like new cond, M... sell! $300. 203-345-3167

SHED; carefree storage she... 8'H 10'D 12'W with cust... mized shelving, you mov... $1000 OBO. 203-488-7919

SHEET MUSIC
500 pieces, 1920 to 195... $1.00 to $5.00 each. 20... 729-6582.

SHOES men's $5. pair sz 8 ... med. ladies $2.-$3. sz 5-... 25 prs new ladies shoes. 5-6. $3.-$5. 203-934-6966

SHOWER CHAIRS hard pla... tic, large, non-skid, adj. le... $25 each. 203-934-6966 203-934-4640.

SINGER
SEWING MACHINE
With all Accessories. $75.
Call 203-288-3786.

Skilsaw 6½ " circular saw extra blades and new co... Metal body excellent con... tion $25.00 203-248-9066

SLIDING DOOR 8' vinyl screen, all parts, vinyl w... dow 36x36, 1 box of ceil... panels 24x48x58. 467-35...

SLIDING DOOR 8' vinyl screen, all parts, vinyl w... dow 36x36, 1 box of ceil... panels 24x48x58. 467-35...

SNEAKERS (HEELEY)
SIZE 6 $25.00
CALL