

GE Healthcare

Welch Community Hospital

Response to RFQ for Service Support

PROPOSED PRODUCTS

AssurePoint Standard
GE Healthcare PACS Support

SUBMITTED BY

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Healthcare Services Account Manager
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DUE DATE AND TIME

September 29, 2015 @ 1:30 EST

BID DETAILS

Sealed Bid: Service Support/Radiology Equipment
Buyer: April Battle, Buyer 51
Solicitation No: CRFQ 0506 WEH1600000003
Bid Opening Date: September 29, 2015
Bid Opening Time: 1:30 PM EST
Fax Number: 304-558-3970

PROPOSAL

CRFQ 0506 WEH1600000003

BID TYPE

Technical & Cost

09/29/15 09:31:26
WJ Purchasing Division



Proprietary Statement

GE Healthcare, a division of General Electric Company, through one or more of its affiliates ("GE Healthcare"), is pleased to submit and offer the products and services described in this proposal to Welch Community Hospital ("Customer") for its consideration and selection. GE Healthcare has reviewed the terms and conditions for this RFQ and takes a general exception to the application of such terms and conditions without a mutually agreed upon separate contract.

If awarded the bid, the parties agree to work in good faith to negotiate mutually acceptable terms and conditions governing the purchase and sale of any GE Healthcare equipment. Negotiation shall be based on, but not be limited to, this RFQ, all GE Healthcare responses to this RFQ, GE Healthcare's standard terms and conditions applicable to the purchase of the products and/or services listed on the Quotation and GE Healthcare's Warranty Statement.

Furthermore, in its response to this RFP, GE Healthcare may indicate that it "acknowledges" the requirements of the RFP with a qualifying statement thereafter. Such statements shall be subject to GE Healthcare's general exception to the terms and conditions of this RFP as noted above.

The information contained herein is the confidential and proprietary information of GE Healthcare, its third party vendors and its affiliated entities, and may be disclosed only to persons with a need to know solely for the purpose of evaluating the information for a potential transaction. Any unauthorized use or disclosure is strictly prohibited. After use or upon reasonable request, this information may be returned or destroyed.



Section 1.

Response to RFQ

Welch Community Hospital



Response to RFP

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** *The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BBHFF), Welch Community Hospital to establish a contract for providing an open end service support agreement on radiology equipment for Welch Commillity Hospital.*
2. **DEFINITIONS:** *The terms listed below shall have the meanings assigned to them below. Additional definitions can be foilld in section 2 of the General Tenns and Conditions.*

2.1 "Contract Services" means a service support agreement on radiology equipment for the equipment listed below and as more fully described in these specifications.

One (1) G.E. AMX 4 mobile X-Ray Unit

Two (2) Konica CR Reader

In order to bid this product, GE Healthcare made some assumptions on the model & serial number. More information is needed to confirm accuracy of our quotaton.

2.1.3 One (1) AGFA Drystar Printer

2.1.4 One (1) GE Precision 500D Radiograph and Fluoroscopy System (Effective date of 09/05/2014 as warranty is in place through 08/31/2015)

2.1.5 One (1) GE Lightspeed Radiographic, Scanner, Ct System

2.1.6 One (1) Vector 80 Radiographic System

No bid due to end of service life. GE Healthcare can provide service on an hourly basis. See attached Exhibit A, Hourly Billed Service, for our current rates.

2.1.7 One (1) Logic 3 Scanner, Ultrasound System

2.1.8 One (1) Senographe 2000D Radiographic, Mammography System

2.1.9 One (1) Logic 5 Scanner, Ultrasound System



2.1.10 One (1) Neomoto Power Injector, Dual Shot Alpha, Contrast Injector System

2.1.11 One (1) GE AMX 4+ Radiographic, Mobile

2.1.12 One (1) GE Centricity PACS-IW System & Software Versions 3.7.3.9 SP1

2.1 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Item or Services. Vendors may also submit bids using the VSSIWV Oasis website and insert pricing on the commodity lines. <https://prod-fin-vss.wvoasis.gov/webapp/prdvsll/AltSelfService> to submit online bids.

2.2 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

Please see the attached quotation for all pricing information.

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Technician experienced in the repair and servicing of the equipment listed (three [3] years minimum) must be provided prior to award.

Acknowledged. GE Healthcare is one of the largest and most experienced biomedical and imaging service providers with comprehensive service programs in place at over 670 hospitals across North America.

3.2. List of three (3) clients for whom service has been provided for a period of three (3) years or more must be provided prior to award.

Acknowledged.



4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: *Contract Services must meet or exceed the mandatory requirements listed below.*

4.1.1 Service support for radiology equipment.

4.1.1.1 *Vendor shall provide routine coverage from 8:00a.m. to 5:00 p.m. except on Federal and West Virginia State holidays (New Year's Day, Martin Luther King, Jr., Presidents Day, Election Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Lincoln's Day, Christmas Eve, Christmas Day, New Year's Eve). Emergency services to resolve a condition that causes the billing department to be inoperable, or application software to be inoperable, shall be provided.*

Acknowledged. Service provided outside of contract coverage hours will be billable at then applicable rates. Please see the attached Exhibit A, Hourly Billed Service rates (see the section for Contract Coverage) and the attached quotation for details on contract coverage hours.

4.1.1.2 *Vendor shall have the ability if needed, to provide on-site corrective maintenance after hours, weekends, and holidays as needed.*

Acknowledged. Service provided outside of contract coverage hours will be billable at then applicable rates. Please see the attached Exhibit A, Hourly Billed Service rates (see the section for Contract Coverage).

4.1.1.3 *The vendor must ensure that a local engineer/technician is available to provide on-site service within 2 hours of receiving a service call.*

Acknowledged. Please see the attached quotation for details on response time.

iLinq

With GE Healthcare's iLinq™ service, you can request applications support and also receive a quick response from GE Healthcare technical experts, all at the touch of an on-screen button. iLinq is activated through a key on your imaging device console, on hand whenever you need it. iLinq service requests are typically responded to in less than 5 minutes.

- **Contact GE** – iLinq lets you get remote technical service without going through a call center. Click the "Contact GE" button. Select "System Problem" or "Applications Question" and describe your issue. A GE Healthcare expert will promptly respond to your inquiry.



- *Keep track* – A Messages feature records your Contact GE Healthcare service history, so you can refer back to messages from GE Healthcare technical support staff.

4.1.1.4 Vendor shall provide technical support via phone 24 hours per day 7 days per week.

Acknowledged. GE Healthcare technical support is accessible via iCenter, and telephone.

iCenter provides a fast, easy process for submitting all service requests. The requestor will be contacted by GE Healthcare via telephone, typically in five (5) minutes.

To initiate a service call, call the GE CARES number 1-800-437-1171. The GE CARES "800" number is staffed 24 hours a day, 365 days per year. GE CARES is more than a dispatching center. It is a toll free connection to all available levels of support within the GE Healthcare service network. Based on the client's identified need a field engineer may be dispatched and/or on-line engineering support will be engaged.

Remote Support

InSite is GE Healthcare's proprietary remote call support or remote diagnostic troubleshooting capability. InSite support is available during online support modality hours of operation (times available upon request).

Unlike most vendors' remote diagnostics, InSite is more than just pulling error codes and dispatching a Field Engineer. With a Broadband connection to our imaging systems, GE Healthcare engineers can connect remotely immediately to your system to perform a wide range of remote touches, including the viewing of customer screens in real-time, retrieval of error logs and images, running diagnostics and performing software fixes or data rebuilds. Online Engineers work directly with you, seeing your console activity real time. This real-time diagnosis process frequently resolves your issue without the need for an onsite visit by an engineer. InSite is available for GE Healthcare and some Non-GE Healthcare diagnostic imaging systems.

With InSite, GE Healthcare can help protect your diagnostic imaging devices, patient monitors and laboratory instrumentation, around the clock through:

- Shorter average repair time with remote diagnostics
- Technical problem prediction
- Diagnostic image quality protection
- Software upgrades to the latest capabilities
- On-demand training in advanced imaging applications and techniques



☞ Collection of performance data to measure progress and drive efficient equipment use

InSite connects you with a GE Healthcare digital services expert qualified to resolve your issue – often remotely – on the spot. If an onsite repair is necessary, a GE Healthcare service engineer arrives with intimate knowledge of the problem and is better equipped to solve it quickly.

4.1.1.5 The vendor must complete preventative maintenance (PM's on a monthly and/or bi-annual basis for the specified Radiology equipment as recommended by the manufacturer.

Acknowledged.

4.1.1.6 From time-to-time additional work is required that is not covered under the terms of this maintenance contract. Should this be required the contractor agrees to provide corrective maintenance at the hourly rate as indicated on cost sheet . Parts shall be provided by the vendor at cost + %mark-up (Not to exceed 10 %). Though there is no guarantee that "non-preventative maintenance" work will be required, as a basis for providing this bid, the vendor may assume that a total of seventy-five (75) hours will be used, along with materials costing an estimated \$3,000. If maintenance is needed after normal business hours from 8:00a.m. to 5:00p.m. or on holidays, the hourly rate will be indicated.

Exception. Service that is not covered by the contract will be billable at then applicable rates. Please see the attached Exhibit A, Hourly Billed Service rates (see the section for Contract Coverage). GE Healthcare is positioning AssurePoint Standard, which includes parts coverage. Parts not covered by the contract will be billed at list price less an negotiated discount. See the enclosed Terms & Conditions for details on coverage as well as Exclusions.

GE Healthcare stocks one of the largest inventories of factory-tested GE Healthcare replacement parts in the world, plus more than 4,000 Non-GE components. Our global parts network operates 24 hours a day, seven days a week. Its 400 parts specialists are deployed in one mega hub, 15 regional distribution centers, and seven strategically placed centers to make critical replacements parts available the same or next day. Critical and heavy parts are pre-positioned throughout the network for rapid response. Our expansive Parts Repair Operation in Milwaukee provides an internal repair capability for digital boards and other high-value parts.

GE Healthcare's Global Parts organization has been ISO 9001 certified, which ensures defined steps are to achieve specified quality levels. These steps include, among other process elements, careful selection of suppliers who meet standards of quality outlined in GE's ISO 9001 quality procedures manual.



Central Distribution Centers (CDC) – GE Healthcare operates four global central distribution centers. Within the United States, GE Healthcare operates a central global warehouse in Carol Stream, Illinois. The warehouse is strategically placed to support any location in the U.S. and is in close proximity to major air transportation corridors.

Regional Distribution Centers (RDC) – GE Healthcare operates four Regional Distribution Centers across the United States, to better service local customers. These warehouses, located in Los Angeles, Dallas, Memphis, and Newark, are primarily used for Special Handling of critical parts. The regional warehouse in Memphis provides an additional advantage of extended FedEx shipping hours.

Intelligent Stocking Locations (iSL) – GE Healthcare operates 28 Intelligent Stocking Locations throughout the United States. These warehouses stock a select group of critical heavyweight parts, such as tubes, to ensure 4-hour delivery to Customers within 250 miles of a warehouse. The iSLs are supported by a national contract with Pilot Air Freight as a special handling courier. They provide GE Healthcare and its customers with 24x7x365 demand delivery for Special Handling and have multiple personnel dedicated to coordination and delivery of critical parts to GE Healthcare's customers.

4.1.1.7 The vendor must provide the hospital with copies of all maintenance service reports and other documents that describe the actual maintenance work performed on each item on equipment list.

Acknowledged. Standard with every GE Healthcare service agreement, iCenter is a single source for inventory, service, compliance, and utilization information on your entire imaging and biomedical fleet: Data from GE Healthcare-maintained systems flows automatically into iCenter. Data from systems not under GE Healthcare maintenance can be entered into iCenter. The result is a consolidated view that brings together maintenance and service histories, contract information, utilization metrics, and other data—from multiple departments and multiple facilities—in one easy-to-use tool.

4.1.1.8 Hospital will notify vendor in advance of new equipment purchases (equipment that may be purchased after the date of the contract and added only after new equipment warranty has been exhausted) to be added to the equipment list. Servicing of new equipment will be performed by selling vendor while under manufacturer warranty. Pricing of any equipment added will be of mutual agreement between the vendor and the hospital via change orders and proper documentation of such.

Acknowledged.

4.1.1.9 Equipment deleted from service agreement prior to the expiration of agreement will be removed by mutual agreement by vendor and hospital, and the contract amount will be reduced by the amount allotted for the equipment, prorated from the date of removal. If it is determined that a



piece of equipment has reached the end of its service life, the vendor must notify the hospital in writing at which time it will be determined and mutually agreed upon if the piece of equipment will be maintained and repaired on a time and material basis.

Acknowledged. Equipment that is sold, scrapped, or retired from clinical use may be removed from contract with sixty (60)-days' notice. Simply notify a member your GE Healthcare account team of the equipment removal in writing or via email with the system information and removal date. Once the removal takes effect, the pricing for the service agreement will be decreased accordingly. Please note that equipment may not be removed from contract for convenience.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Acknowledged.

5.2 Pricing Page: Vendor should complete their bid by providing a Unit Price for the Commodity or Service Lines on the Request for Quotation. If responding to the request for Quotation on paper, vendor should also provide a Total Price for each Commodity line by multiplying their bid Unit Price by the listed quantity for each line and for a Grand total. Vendor should provide bids for all commodity lines as failure to do so may result in Vendor's bid being disqualified.

Acknowledged. Please see the attached quotation for all pricing information.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: April Battle, Buyer, april.e.battle@wv.gov.

<https://prod-fi-n-vss.wvoasis.gov/webapp/prdvss11/AltSelfService>

Acknowledged. Electronic copy of this proposal is included with the hard copy.



6. *PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.*

Acknowledged. Please see the attached quotation for hours of contract coverage and PMs.

7. *PAYMENT: Agency shall pay in accordance to the Commodity or Service Lines pricing on the Request for Quotation as shown on the bid solicitation, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.*

Acknowledged. Payment is within 30 days from date of invoice.

8. *TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.*

Exception. Service provided outside of contract coverage hours (including travel) will be billable at then applicable rates. Please see the attached Exhibit A, Hourly Billed Service rates.

9. *FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:*

9.1. *Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.*

Acknowledged. If awarded the bid, GE Healthcare will supply a list of individuals needing access to Welch Community Hospital.

9.2. *Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.*

Acknowledged.

9.3. *Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.*

Acknowledged.



9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

Acknowledged. GE Healthcare will use commercially reasonable efforts to respect Customer policies to the extent that such policies apply to GE Healthcare under this Agreement, and do not materially contradict GE Healthcare policies, provided that the customer furnishes to GE Healthcare a complete copy of said policies prior to GE Healthcare's commencement of performance under this Agreement. Under no circumstances, however, will GE Healthcare's failure, or the failure of GE Healthcare's employees or contractors, to respect such policy constitute a material breach by GE Healthcare under this Agreement, unless such failure is willful and materially and adversely affects GE Healthcare's ability to perform its obligations under this Agreement.

GE Healthcare employees involved in the performance of the agreement will have the training, experience, and support to perform their duties under the agreement. GE Healthcare confirms that all new hires will have a background check and that GE Healthcare will not employ anyone with a conviction that is substantially related to the job. GE Healthcare's new hire background check includes the following:

- Verification of SSN and previous addresses
- Previous employment (7 years)
- Highest level of education
- Sex Offender List (all states)
- 7 year felony/misdemeanor conviction check at the county and federal level
- OIG/EPLS Sanction Check
- 10 panel drug test (Sales and service employees only. All other employees receive a 5 panel drug test.
- TB & MMR/Varicella immunizations/test will also be completed as applicable to employees involved in the performance of the agreement.

The following is a list of the credentialing companies in use by GE customers:

- Reprax
- Sympir
- VendorMate



9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

Exception. Agency shall inform Vendor of all security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

Exception. Please see GE Healthcare's Proprietary Statement, Terms & Conditions and Statement of Deliverables. If either party materially breaches this Agreement and the other party seeks to terminate this Agreement for such breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have sixty (60) days following receipt of such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may terminate this Agreement by written notice to the breaching party. If GE Healthcare determines in good faith at any time that there are material credit issues, with this Agreement, then GE Healthcare may terminate this Agreement (including warranty services hereunder) immediately upon written notice to Customer. For the avoidance of doubt, this Agreement is not terminable for convenience and may only be terminated in accordance with this Agreement.



11. MISCELLANEOUS:

11.1. Contract Manager: *During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.*

Contract Manager: Lana Masters, Director of Service -- **Telephone Number:** 606 571 1394

Fax Number: Not applicable-

Email Address:- Lana.Masters@med.ge.com



Section 2.

Pricing

Welch Community Hospital



WELCH COMMUNITY HOSPITAL

Quote expires on 10/9/2015

GE Healthcare is excited about partnering with you for all of your Diagnostic Imaging service needs. The following is a preliminary quote for your imaging equipment. The quote is for budgetary purposes and contains only a general description of the proposed Service offerings. Final pricing and terms will be solely those contained in an executed Agreement.

Equipment Identifiers	Equipment	Offering	Options	Features	Annual Amount
System ID: 304436AMX4 Phy Loc Acct: 155629 Global Order #: 2766601 Asset No: XMB002- GE13+2766601+1 P1- 00000000138534 0	GE XR AMX4+ AND PRIOR (XMB002)	AssurePoint Standard	INCLUDED: <input type="checkbox"/> AUTOMATIC EXPOSURE CONTROL <input type="checkbox"/> BATTERY REPLACEMENT COVERAGE <input type="checkbox"/> TECHSWITCH <input type="checkbox"/> TUBE COVERAGE EXCLUDED: <input type="checkbox"/> DIGITAL DETECTOR <input type="checkbox"/> Digital Retrofit Kit <input type="checkbox"/> PERIPHERAL DEVICES <input type="checkbox"/> Printers <input type="checkbox"/> UNINTERRUPTED POWER SUPPLY <input type="checkbox"/> VCR <input type="checkbox"/> WORKSTATION	<input type="checkbox"/> FE Coverage Weekdays: MON-FRI, 8AM-5PM <input type="checkbox"/> FE Coverage Weekend: NO COVERAGE HRS <input type="checkbox"/> FE Onsite Response Time: 4-Hours <input type="checkbox"/> iCenter <input type="checkbox"/> InSite Response: 30 <input type="checkbox"/> InSite/Tech Phone Support <input type="checkbox"/> PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM <input type="checkbox"/> Repair Parts: Included, Next Day 10:30 AM LST-GDXR <input type="checkbox"/> Software Upgrades and Updates: Software and Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$3,752
System ID: 304436FFD1 Phy Loc Acct: 155629 Global Order #: 2766599 Asset No: XGS009- GE13+2766599+1 P1- 00000000138541 3	GE XR SENOGRAPHE 2000D (NON- MOBILE) (XGS009)	AssurePoint Standard	INCLUDED: <input type="checkbox"/> DETECTOR <input type="checkbox"/> GE-SOURCED MAMMO PADDLES <input type="checkbox"/> ILINQ RESPONSE TIME: 30 MIN. <input type="checkbox"/> TUBE COVERAGE EXCLUDED: <input type="checkbox"/> PERIPHERAL DEVICES <input type="checkbox"/> Printers <input type="checkbox"/> UNINTERRUPTED POWER SUPPLY <input type="checkbox"/> WORKSTATION	<input type="checkbox"/> FE Coverage Weekdays: MON-FRI, 8AM-5PM <input type="checkbox"/> FE Coverage Weekend: NO COVERAGE HRS <input type="checkbox"/> FE Onsite Response Time: 4-Hours <input type="checkbox"/> iCenter <input type="checkbox"/> InSite Response: 30 <input type="checkbox"/> InSite/Tech Phone Support <input type="checkbox"/> PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM <input type="checkbox"/> Repair Parts: Included, Next Day 10:30 AM LST-GDXR <input type="checkbox"/> Software Upgrades and Updates: Software and Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$29,748
System ID: 304436INJ Phy Loc Acct: 155629 Global Order #: 2766596 Asset No: CSAS01- GIB+0000000013 85412+9999- 00000000138541 2	NEMOTO MV PR GE-NEMOTO DUAL SHOT INJECTOR (CSAS01)	AssurePoint Standard	INCLUDED: <input type="checkbox"/> OVERHEAD COUNTERPOISE SYSTEM EXCLUDED: <input type="checkbox"/> PERIPHERAL DEVICES <input type="checkbox"/> UNINTERRUPTED POWER SUPPLY <input type="checkbox"/> WORKSTATION	<input type="checkbox"/> FE Coverage Weekdays: MON-FRI, 8AM-5PM <input type="checkbox"/> FE Coverage Weekend: NO COVERAGE HRS <input type="checkbox"/> FE Onsite Response Time: 24 Hours <input type="checkbox"/> PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM <input type="checkbox"/> Repair Parts: Included, Next Day 10:30 AM LST-GENERAL	\$3,600



Equipment Identifiers	Equipment	Offering	Options	Features	Annual Amount
System ID: 304436LS16 Phy Loc Acct: 155629 Global Order #: 2766596 Asset No: CGS012- GE13+2766596+1 P1- 0000000138541 1	GE CT LIGHTSPEED 16 (CGS012)	AssurePoint Standard	INCLUDED: <input type="checkbox"/> ILINQ RESPONSE TIME: 30 MIN. <input type="checkbox"/> SYSTEM AND TUBE COVERAGE: 0005001-0011000 Patients EXCLUDED: <input type="checkbox"/> PERIPHERAL DEVICES <input type="checkbox"/> UNINTERRUPTED POWER SUPPLY <input type="checkbox"/> WORKSTATION	<input type="checkbox"/> DoseWatch Explore: Excluded <input type="checkbox"/> Remote Console: Excluded <input type="checkbox"/> FE Coverage Weekdays: MON-FRI, 8AM-9PM <input type="checkbox"/> FE Coverage Weekend: NO COVERAGE HRS <input type="checkbox"/> FE Onsite Response Time: 4-Hours <input type="checkbox"/> iCenter <input type="checkbox"/> InSite Response: 30 <input type="checkbox"/> InSite/Tech Phone Support <input type="checkbox"/> PM Coverage HOURS/DAYS: MON-FRI, 8AM-9PM <input type="checkbox"/> Repair Parts: Included, Next Day 10:30 AM LST-CT <input type="checkbox"/> Software Upgrades and Updates: Software and Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> TIP-Ed Online(TV) Subscription <input type="checkbox"/> Uptime Commitment: 97%	\$109,880
System ID: 304436P500D Phy Loc Acct: 155629 Global Order #: 4215609 Asset No: XRF118- GE13+4215609+1 P1	GE XR PRECISION 500D (XRF118)	AssurePoint Standard	INCLUDED: <input type="checkbox"/> Analog to Digital Upgrade Kit <input type="checkbox"/> DIGITAL <input type="checkbox"/> ILINQ RESPONSE TIME: 30 MIN. <input type="checkbox"/> IMAGE INTENSIFIER <input type="checkbox"/> TUBE COVERAGE EXCLUDED: <input type="checkbox"/> PERIPHERAL DEVICES <input type="checkbox"/> Printers <input type="checkbox"/> UNINTERRUPTED POWER SUPPLY <input type="checkbox"/> VCR <input type="checkbox"/> WIRELESS DETECTOR <input type="checkbox"/> WORKSTATION	<input type="checkbox"/> FE Coverage Weekdays: MON-FRI, 8AM-5PM <input type="checkbox"/> FE Coverage Weekend: NO COVERAGE HRS <input type="checkbox"/> FE Onsite Response Time: 4-Hours <input type="checkbox"/> iCenter <input type="checkbox"/> InSite Response: 30 <input type="checkbox"/> InSite/Tech Phone Support <input type="checkbox"/> PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM <input type="checkbox"/> Repair Parts: Included, Next Day 10:30 AM LST-GDXR <input type="checkbox"/> Software Upgrades and Updates: Software and Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$23,316
System ID: 304436SA1 Phy Loc Acct: 155629 Global Order #: 2766599 Asset No: XMM532- GE13+2766599+2 P1- 0000000138541 4	GE WORKSTATION SEND ADVANTAGE VER 2 WORKSTATIONS w/LCD (XMM532)	AssurePoint Standard	EXCLUDED: <input type="checkbox"/> PERIPHERAL DEVICES <input type="checkbox"/> UNINTERRUPTED POWER SUPPLY	<input type="checkbox"/> FE Coverage Weekdays: MON-FRI, 8AM-5PM <input type="checkbox"/> FE Coverage Weekend: NO COVERAGE HRS <input type="checkbox"/> FE Onsite Response Time: 4-Hours <input type="checkbox"/> iCenter <input type="checkbox"/> InSite Response: 30 <input type="checkbox"/> InSite/Tech Phone Support <input type="checkbox"/> PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM <input type="checkbox"/> Repair Parts: Included, Next Day 10:30 AM LST-GDXR <input type="checkbox"/> Software Upgrades and Updates: Software and Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$5,695



Equipment Identifiers	Equipment	Offering	Options	Features	Annual Amount
System ID: 304436WM2 Phy Loc Acct: 155629 Global Order #: 0920004574002 Asset No: XMB001- GIB+0000000000 40945+9999- 00000000004094 5	GE XR AMX4+ AND PRIOR (XMB001)	AssurePoint Standard	INCLUDED: <input type="checkbox"/> AUTOMATIC EXPOSURE CONTROL <input type="checkbox"/> BATTERY REPLACEMENT COVERAGE <input type="checkbox"/> TECHSWITCH <input type="checkbox"/> TUBE COVERAGE EXCLUDED: <input type="checkbox"/> DIGITAL DETECTOR <input type="checkbox"/> Digital Retrofit Kit <input type="checkbox"/> PERIPHERAL DEVICES <input type="checkbox"/> Printers <input type="checkbox"/> UNINTERRUPTED POWER SUPPLY <input type="checkbox"/> VCR <input type="checkbox"/> WORKSTATION	<input type="checkbox"/> FE Coverage Weekdays: MON-FRI, 8AM-5PM <input type="checkbox"/> FE Coverage Weekend: NO COVERAGE HRS <input type="checkbox"/> FE Onsite Response Time: 4-Hours <input type="checkbox"/> iCenter <input type="checkbox"/> InSite Response: 30 <input type="checkbox"/> InSite/Tech Phone Support <input type="checkbox"/> PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM <input type="checkbox"/> Repair Parts: Included, Next Day 10:30 AM LST-GDXR <input type="checkbox"/> Software Upgrades and Updates: Software and Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$3,752
System ID: L3ER3073B Phy Loc Acct: 155629 Global Order #: 2008100308001 Asset No: ULGQ3- GIB+0000000014 03194+9999- 00000000140319 4	GE UL LOGIQ 3 (ULGQ3)	AssurePoint Standard	INCLUDED: <input type="checkbox"/> GENERAL/SPECIALTY PROBES: 1-2 GENERAL/SPECIALTY PROBES <input type="checkbox"/> PEDOF PROBE <input type="checkbox"/> Printers <input type="checkbox"/> VCR	<input type="checkbox"/> Accident Damage Probe Replace: Unlimited <input type="checkbox"/> FE Coverage Weekdays: MON-FRI, 8AM-5PM <input type="checkbox"/> FE Coverage Weekend: NO COVERAGE HRS <input type="checkbox"/> FE Onsite Response Time: 6-Hours <input type="checkbox"/> InSite Response: 30 <input type="checkbox"/> InSite/Tech Phone Support <input type="checkbox"/> PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM <input type="checkbox"/> Remote Apps Support Level-1: MON-FRI, 8AM-5PM <input type="checkbox"/> Repair Parts: Included, Next Day 10:30 AM LST-UL <input type="checkbox"/> Uptime Commitment: 95%	\$3,216
System ID: L5P44800 Phy Loc Acct: 155629 Global Order #: 2008100308001 Asset No: ULOG5A- GIB+0000000014 03192+9999- 00000000140319 2	GE UL LOGIQ 5 Pro (ULOG5A)	AssurePoint Standard	INCLUDED: <input type="checkbox"/> DVR <input type="checkbox"/> EXTERNAL DVD R/W <input type="checkbox"/> GENERAL/SPECIALTY PROBES: 1-2 GENERAL/SPECIALTY PROBES <input type="checkbox"/> PEDOF PROBE <input type="checkbox"/> Printers <input type="checkbox"/> VCR EXCLUDED: <input type="checkbox"/> U/S TEE PROBE	<input type="checkbox"/> Accident Damage Probe Replace: Unlimited <input type="checkbox"/> FE Coverage Weekdays: MON-FRI, 8AM-5PM <input type="checkbox"/> FE Coverage Weekend: NO COVERAGE HRS <input type="checkbox"/> FE Onsite Response Time: 6-Hours <input type="checkbox"/> InSite Response: 30 <input type="checkbox"/> InSite/Tech Phone Support <input type="checkbox"/> PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM <input type="checkbox"/> Remote Apps Support Level-1: MON-FRI, 8AM-5PM <input type="checkbox"/> Repair Parts: Included, Next Day 10:30 AM LST-UL <input type="checkbox"/> Uptime Commitment: 95%	\$3,618
System ID: TBD Phy Loc Acct: TBD	KONICA MV CR KONICA XPRESS CLASS (S,A,E) (ICR413)	AssurePoint Standard	INCLUDED: <input type="checkbox"/> No Fault Cassette/Plate Repair or Repl: 4/Year for Xpress	<input type="checkbox"/> FE Coverage Weekdays: MON-FRI, 8AM-5PM <input type="checkbox"/> FE Coverage Weekend: NO COVERAGE HRS <input type="checkbox"/> FE Onsite Response Time: 6-Hours <input type="checkbox"/> iCenter <input type="checkbox"/> PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM <input type="checkbox"/> Remote Operations Ctr Coverage: MON-FRI, 8AM-5PM <input type="checkbox"/> Repair Parts: Included, Next Day 10:30 AM LST-GENERAL <input type="checkbox"/> Uptime Commitment: 95%	\$9,700



Equipment Identifiers	Equipment	Offering	Options	Features	Annual Amount
System ID: TBD Phy Loc Acct: TBD	KONICA MV CR KONICA XPRESS CLASS (S,A,E) (ICR413)	AssurePoint Standard	INCLUDED: <input type="checkbox"/> No Fault Cassette/Plate Repair or Repl: 4/Year for Xpress	<input type="checkbox"/> FE Coverage Weekdays: MON-FRI, 8AM-5PM <input type="checkbox"/> FE Coverage Weekend: NO COVERAGE HRS <input type="checkbox"/> FE Onsite Response Time: 6-Hours <input type="checkbox"/> iCenter <input type="checkbox"/> PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM <input type="checkbox"/> Remote Operations Ctr Coverage: MON-FRI, 8AM-5PM <input type="checkbox"/> Repair Parts: Included, Next Day 10:30 AM LST-GENERAL <input type="checkbox"/> Uptime Commitment: 95%	\$9,700
System ID: TBD Phy Loc Acct: TBD	PICKER MV XR PICKER CHESTFILMER/VECT OR (XZM513) EOSL: 12/31/2001	No Contract Coverage			\$0
System ID: TBD Phy Loc Acct: TBD	AGFA MV PR AGFA DRYSTAR AXYS (SAG023)	AssurePoint Standard	INCLUDED: <input type="checkbox"/> MAMMO LICENSE	<input type="checkbox"/> FE Coverage Weekdays: MON-FRI, 8AM-5PM <input type="checkbox"/> FE Coverage Weekend: NO COVERAGE HRS <input type="checkbox"/> FE Onsite Response Time: 24 Hours <input type="checkbox"/> PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM <input type="checkbox"/> Repair Parts: Included, Next Day 10:30 AM LST-GENERAL <input type="checkbox"/> Uptime Commitment: 95%	\$5,000
TOTAL:					\$210,977





Statement of Service Deliverables Full Service Options

GE Healthcare

This GE Healthcare Statement of Service Deliverables Full Service Options supplements and incorporates by reference the GE Healthcare (i) Quotation that identifies the Service offering purchased by Customer; (ii) Product Schedule ("Schedule"); (iii) Service Terms and Conditions; and (iv) General Terms and Conditions, (collectively, referred to as the "Agreement" or "Service Agreement"). This Statement of Service Deliverables applies to the following GE Healthcare AssurePoint / AP service offerings: Standard, Rapid, Access, PM, Limited, Select, Performance, and Advance.

	Standard	Rapid	Access	PM	Limited	Select	Performance	Advance
Corrective Maintenance	•	•	•		◦	◦	•	•
Planned Maintenance	•	•	•	•	•	•	•	•
Replacement Parts	•	•	•	•	•	•	•	•
Software Updates	•	•	•	•	•	•	•	•
Phone Clinical Applications Support	•	•	•		•	•	•	•
TIP Options	◦	◦	◦		◦	◦	◦	◦
Remote Diagnostic Service * # (InSite, iLinq, iCenter)	◦	◦	◦	◦	◦	◦	◦	◦
Uptime Performance							◦	◦
Specialty Component Options # (Complete, Reserve, Pro, GlassPro)	◦	◦	◦	◦	◦	◦	◦	◦
No Charge Special Parts Handling		◦						
Quality Assurance Activities							◦	◦
Continuum/Refresh Options #								◦
DoseWatch Explore * #	◦	•	◦				•	•
Remote Console * #	◦	◦	◦				•	•
Point of Sale Supplement	◦	◦	◦	◦	◦	◦	◦	◦
Overtime Hours Allowance	◦	◦	◦	◦	◦	◦	◦	◦
Continuity/Technology Obsolescence	◦	◦	◦				◦	◦

• Included (to the extent provided herein)

◦ Optional (if available/indicated on the Schedule)

* Requires Connectivity

See supplemental terms of offering

1. Corrective Maintenance. GE Healthcare or its agents will use commercially reasonable efforts to resolve any verifiable and reproducible service issue related to the Products (defined as the Product not substantially meeting the specifications set forth by the original equipment manufacturer ("OEM")) in a reasonable period of time after notification by Customer, whether through remote or on-site services. Phone technical support is available 24 hours per day, 7 days per week (excluding GE Healthcare holidays, extent of phone support may differ by product type). On-site support is as listed on the Schedule (if not listed, 8am-5pm local time). GE Healthcare will use reasonable efforts to meet the response time for on-site support as stated in the Schedule. Corrective maintenance outside of coverage hours, on GE Healthcare holidays, or expedited beyond the stated response times (at Customer's request) will be billed at GE Healthcare's then-current rate. Corrective maintenance includes all Replacement Parts necessary to perform the required corrective maintenance services (subject to availability).

- AP PM Only: Corrective Maintenance excluded, but includes the phone technical support noted above for anesthesia, anesthesia patient monitoring, respiratory, ventilators, and maternal/infant care Products.

- AP Limited and AP Select Only: GE Healthcare or its agents will provide a limited number of corrective maintenance service events based on the number of service events purchased and listed in the Schedule. Each Customer call/request for corrective maintenance service will be applied to the limited corrective maintenance service events, unless Customer notifies GE Healthcare of its request to purchase such service separately at GE Healthcare's then current rates at the time Customer contacts GE Healthcare for such service.

2. Planned Maintenance. GE Healthcare or its agents will provide planned maintenance service ("PM") pursuant to OEM recommended frequencies and specifications as set forth in the OEM service manuals (where available), or pursuant to documented alternate PM frequencies and specifications based on a GE Healthcare risk-based assessment. PMs will be performed at mutually agreed upon times during PM coverage hours (excluding weekends and GE Healthcare holidays unless otherwise specified) as stated in the Schedule. PM includes all Replacement Parts necessary to perform the required PM (subject to availability).

3. Replacement Parts. "Replacement Parts" means the lowest level component repair part available that will bring the Product to OEM specifications. GE Healthcare will only provide subassemblies or assemblies if a lower level replacement part is not available. Replacement Parts may be provided on a new or exchange (refurbished) basis, at GE Healthcare's sole discretion. In the event an exchange part is provided to Customer, the replaced part will become GE Healthcare property and will be removed from Customer site by GE Healthcare or Customer must return the part to GE Healthcare within a reasonable timeframe. Replacement Parts are shipped freight included (excluding "Special Order" parts, which are those parts not stocked by GE Healthcare due to low demand). If Replacement Part delivery priority is indicated on the Schedule, it will be subject to shipment cut-off times for the applicable distribution center. Expedited parts delivery is available upon request for an additional fee.

4. Software Updates and Upgrades. Software updates consist of any error correction or modification to GE Healthcare Products that maintain existing software features and functionality made generally available to GE Healthcare's installed customer base. Software updates may be installed during PMs, or as otherwise agreed to by the parties. Software updates do not include any separately licensed software modules which provide additional functionality related to an application or feature for the hardware or software. Software upgrades are not included, which consist of any revisions or enhancements of the GE Healthcare software by GE Healthcare that improve or expand existing software features or functionality that are generally made available for purchase. Additional hardware and/or software (including upgrades to third party software or operating system software) required for software updates or software upgrades, training, project management, and integration services related to the software updates and software upgrades are excluded.

5. Phone Clinical Applications Support.

- All Products. GE Healthcare will provide clinical applications support Monday-Friday, 8am-5pm CST (unless otherwise stated in the Schedule), excluding OEM holidays, by telephone. Off-hours support is available for an additional fee.

- GE Healthcare Products Only: Only available for Customer personnel trained by GE Healthcare to use the Product.

- Non-GE Healthcare Products: Only provided if available and indicated on the Schedule, via the OEM. Please see the Schedule for additional details (amount of hours, OEM inclusions/exclusions).

6. TiP Options. Not all TiP options are available with all Products or with all GE Healthcare service options. See Schedule for a list of the TiP options included in the Service Agreement.

-TiP Answer Line: Not available for non-GE Healthcare Product. Provides toll-free access to GE Healthcare application experts. Hours of operation based on Product type (times available upon request).

-TiP Virtual Assist On-Demand: Includes up to 12 hours per contract year of live, interactive, two-way remote troubleshooting, problem solving, or training sessions. Remote training sessions can be scheduled for 1 or 2 hour blocks, Monday-Friday (excluding GE Healthcare holidays). Any unused hours in a particular contract year will be forfeited without refund.

-Succeed Lifecycle TiP Applications Training: Flexible technologist training occurring yearly through the Service Agreement term.

-TiP-Ed Online: Continuing education training and business programming for healthcare professionals.

7. Remote Diagnostic Services. To the extent indicated on the Schedule, GE Healthcare shall include its then-current InSite, InSite On Watch, iLinq, iLinq Diagnostic, or iCenter™ tools. Refer to any applicable additional Statement of Service Deliverables for the particular remote diagnostic service(s). Not available on all Products. Hours of operation based on Product type.

8. Uptime Performance. During any year of the Service Agreement, should any Product fail to achieve GE Healthcare's uptime commitment listed in the Schedule, Customer will be provided the applicable remedy set forth below by offering type. This remedy is Customer's sole and exclusive remedy for GE Healthcare's failure to meet the specified uptime commitment. Uptime shall be calculated as follows: (Uptime-Downtime)/Uptime, with Uptime measured as the coverage hours stated in the Schedule (hours per day x days per week x 52 weeks). Downtime shall be measured as the number of hours the Product is inoperable and out of service. PM time and software update installation is excluded from the calculation of downtime. Product shall be considered in downtime from the time the request for service was received by GE Healthcare until the Product is turned over to Customer for operation/use. Should Customer fail to give GE Healthcare immediate and unencumbered access to the Product or continue to obtain scans from the Product after notifying GE Healthcare of any Product failure, the Product will be considered to be in service. Product will be considered inoperable and out of service if the Product is unavailable for scanning patients and diagnosing images on the Product display console or operator's console. Peripheral equipment such as remote console, magnetic tape drive, hard copy devices, multi-format and laser cameras are excluded. Repair and adjustments required for anything other than Product failure, and damage or inoperability due to any cause outside of GE Healthcare's reasonable control will be excluded, including but not limited to damage through misuse, operator error, inadequate environmental or air conditioning protection or failure, power failure and acts of God. Customer will not be entitled to any remedy if GE Healthcare's failure to meet the uptime commitment results from (i) Customer cancellations, requested rescheduling or inability to access the Product, (ii) Customer's default, including but not limited to GE Healthcare's suspension of service for failure to make timely payments as stated in the Service Agreement, (iii) improper care of the Product related to damage or abuse, or (iv) any cause beyond GE Healthcare's reasonable control. Customer is responsible for tracking and calculating uptime. If Customer believes GE Healthcare did not meet the uptime commitment, Customer will give GE Healthcare written notice within a

upgrades provided through this technology obsolescence protection will be scheduled via the GE Healthcare Service Manager assigned to Customer's facility where the Product is located and installed on a date as mutually agreed to by the parties. This section is only available for Agreements equal to or longer than 3 years. The payments provided for technology obsolescence protection are not refundable and are not contingent on GE Healthcare's delivery of any particular upgrade or Customer's acceptance of any upgrades made available under this section. Customer may, at its option, decline to accept any upgrade made available by GE Healthcare under this section, provided that Customer shall not be entitled to any price reduction or refund if Customer declines to accept any such upgrade. GE Healthcare makes no representation or warranty as to the type of technology or functionality that may be included in any upgrade under this section. Technology obsolescence protection is only available for GE Healthcare Products. Training associated with any upgrades provided through the technology obsolescence program is excluded. 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 Customer for or related to any products or services provided under this Agreement.

INSTRUCTIONS: For convenience, all areas requiring information, initialing or signature by Customer are highlighted within the Agreement Pages

Job Number 50134 QUOTE# WCH2015Sept28V1 GOLD WF 140642044

Customer Name: Welch Community Hospital
Address: 454 McDowell Street
City: Welch State: WV Zip: 24801

Is above address correct for billing this contract? [] Yes [] No If no, please provide correct address below:

Customer Billing Name:
Address:
City: State: Zip:

The support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 12/27/2015

To Receive a copy of the countersigned agreement, please provide an email address:

PAYMENT TERMS: Payment is due within 30 days of invoice date.

PURCHASE ORDER: Is a Purchase Order required for proper payment of this agreement? [] Yes [] No

If Customer's processes require a purchase order number to be noted on GE invoices then Customer should provide an appropriate and adequate purchase order(s) at the time of execution of the agreement and then if necessary throughout the term of this agreement.

Notwithstanding the foregoing no agreement or understanding, oral or written, in any way purporting to modify this agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding on GE Healthcare unless hereafter made in writing and signed by GE Healthcare's authorized representative.

P.O. # P.O. Expiration Date:

TERM:

GE Healthcare will provide its standard support services for the GE Healthcare products listed in this quotation beginning upon the event(s) listed on the IW Support Summary and continuing until the first December 31 thereafter.

Software Support Services. GE Healthcare will provide to Customer the software support services as described in the applicable GE Healthcare service policy for the GE Healthcare software and the support period as specified in the applicable quotation for which Customer has paid the applicable fees.

GE Healthcare may increase its charges for support and maintenance fees for each successive annual software renewal support term. 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%).

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 twelve (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.

TOTAL ANNUAL FEE: \$40,620 TOTAL MONTHLY FEE: \$3,385.01

PROCEDURE VOLUME: Maintenance support provided herein is for support for up to 25,000 Annual Procedures as licensed.

SOFTWARE COMMENCING ON: 1/1/2016

TERMINATE CONTRACT: NA

PAYMENT PERIODS: Billing will be rendered on a monthly basis, to be paid in advance.

AGREEMENT: This agreement is by and between the customer and GE Healthcare. GE Healthcare agrees to provide and customer agrees to pay for the products and/or services set forth in this agreement in accordance with the terms and conditions set forth herein.



Equipment as well as the product and/or service offerings purchased or licensed by customer, and (4) the included GE Centricity Software Support

Policy and/or other statement of service deliverables attached here too.

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.

Name:	_____	Approved By:	_____
	(Facility Name)		(Print Name)
By:	_____	Title:	_____
	(Print Authorized Signature)		(Print)
Signature:	_____	Signature:	_____
	(Authorized Signature)		(Authorized Signature)
Title:	_____	Date:	_____
	(Print)		
Date:	_____	Prepared By:	Jennifer Garen/HM 14.4 20
		Date Prepared:	9/28/2015



Welch Community Hospital
 454 McDowell Street
 Welch WV 24801

QUOTE# WCH2015Sept28V1 GOLD WF

GE Healthcare Maintenance Quotation

	<u>Commencing On:</u>	<u>Annual Fee</u>
Gold Software Support Agreement	1/1/2016	\$40,620

Supported Items: Software Sold By GE Healthcare as described in the Original Equipment Sales Orders Referenced in this Quotation tab.

- 24x7 Customer Solutions Center Support - CSC (Remote Support)
- 30 minute initial phone response for critical priority service requests
- Software Break Fix - Labor provided remotely. If in the event the CSC dispatches onsite labor assistance, this will be provided Monday - Friday 8am-9pm local time (excludes GE Holidays)
- GE will help remotely troubleshoot any initial reported issue. If the issue is determined to be hardware-related, GE will assist the customer to engage the hardware manufacturer for support for no additional GE labor charge. GE will stay engaged until the issue is resolved to ensure the software is functioning appropriately thereafter. If a issue is determined to be related to the customer's network, GE will ask the customer to engage their IT department. (Note: Above mentioned troubleshooting is only applicable for hardware purchased through GE)
- Remote Applications Support Monday - Friday 8am - 5pm CST
- Major Releases - (Labor not included)
- Minor Releases - Remote labor included M-F 8am-9pm Local Time (excludes GE Holidays). Onsite labor not included
- Maintenance Software Releases - Remote labor included M-F 8am-9pm Local Time (excludes GE Holidays). Onsite Labor not included.
- Integration Services for GE-brand DICOM conformant modality devices

Exclusions:

- ◆ Support of 3rd party software is limited to the continued integration to the 3rd party software. Support does not include updates or upgrades unless expressly included or noted otherwise.
- ◆ Non-GE modality or broker integration services
- ◆ GE and Non-GE Dicom Modality Worklisting services
- ◆ Operating System software, peripheral licenses (i.e. SQL) and or storage firmware software and labor to install not included.
- ◆ Professional services such as educational services, project management or data migration services required for future hardware refresh/replacement or Centricity Software upgrades are not included.

Other:

- ◆ If a customer is not covered by a vendor provided Hardware warranty or post warranty support agreement, the customer is responsible for providing a PO to the vendor to cover any required parts or labor, unless the customer is covered under a GE HW support agreement. Customer is also responsible for vendor defined "customer installable" labor.
- ◆ The support provided herein for the Customer's main site and owned facilities. Any required service outside of the confines of the Customer's owned site will be subject to additional fees.

Additional Customer Responsibilities:

- ◆ Customer shall be responsible for installing, maintaining, and updating anti-virus protection software, remote control agents, and critical service patches. GE cannot provide guarantees or protection against infiltration of malicious viruses. Customer shall be required to provide and continuously update and maintain such anti-virus software products and antivirus definitions and remote control agents with the latest critical/security updates for the entire duration of this Service Agreement and to notify GE, in accordance with GE procedures, one (1) day prior to when any such patches are to be implemented. Customer shall inform GE of any such patches by calling Customer Solutions Center.

Hourly Billed Service (HBS):

- ◆ Rates for billable service events or calls do not include airfare, lodging, auto rental and meals, which will be billed separately.
- ◆ Minimum of two (2) hours labor will be billed per service call.
- ◆ Minimum of two (2) hours travel time will be billed for all onsite service calls.
- ◆ Refer to the then current published GE HBS rates, which are subject to change.

The following pertains to customer or GE provided virtualization environments:

If GE troubleshoots reported issues and it is determined to be related to a virtualization environment, GE will ask the customer to engage their virtualization manufacturer or internal customer IT department for resolution. GE support team will re-engage once the virtualization environment has been returned to a healthy status by the customer to ensure the GE software is functioning appropriately thereafter.

GE may require the customer to provide a new clean virtual machine, including but not limited to reload of complete virtual environment before the GE application is reloaded. This may be necessary for troubleshooting or in the event of a required GE application upgrade requiring an OS reload. In the event a reload is required the customer will supply a virtual environment that meets the GE's application specifications. In the event GE support is required to assist with restoration of the virtualization environment or assisting with an upgrade to a virtual environment, additional fees will apply. If problem cannot be resolved GE may ask the customer to load in a non-virtual environment to aid in resolving the issue.

GE reserves the right to evaluate the customer virtual environment at any time as it pertains to the GE deployed solution.

Additional Customer Responsibilities:

- ◆ Customer must be certified and trained by the applicable virtualization manufacturer.
- ◆ Customer is responsible for performing standard database and virtualization backups.
- ◆ Customer will supply a virtual environment that meets the GE's application specifications
- ◆ Customer will not deploy multiple instances of the GE deployed solution without the expressed written consent of GE Healthcare

Total GE Healthcare supplied maintenance per Year \$40,620



GE HEALTHCARE -Original Equipment Sales Orders Referenced in this Quotation

Welch Community Hospital
454 McDowell Street
Welch WV 24801

QUOTE# WCH2015Sept28V1 GOLD WF

JOB	EQUIPMENT NUMBER	DATED	COMMENTS
50134	99-901-02-41b-ms	1/26/2009	0



This document outlines the Software Support Policy for GE Healthcare Centricity software.

Software support services covered under this policy include: (1) access to the Centricity software support organization; and (2) access to ongoing Centricity software updates.

Support Services. GE Healthcare will provide technical support to diagnose and address Centricity software related issues that (a) materially and adversely interfere with the customer's use of the Centricity software; and (b) result from a failure of the Centricity software to conform in any material respect to the documentation. GE Healthcare will provide a reasonable amount of Centricity applications software support in response to inquiries by the customer's system administrator and other customer personnel that have been trained by GE Healthcare to properly use the software. Support for any issue determined to be caused by the customer or a third party vendor's product or procedure not authorized by GE Healthcare, will be billable on a time and material basis, including travel time, at then-current rates. Support services do not include training of customer personnel, interface modifications, or additional services unless otherwise quoted. For all services that are billable under this Software Support Policy, actual, reasonable travel, living and incidental expenses, including travel time, shall be invoiced separately as incurred.

Support Delivery. The primary means of providing technical and application support service is through remote assistance. In some situations, GE Healthcare may need to resolve a service request on-site. If it is determined by GE Healthcare that on-site services are necessary to resolve a Centricity software issue, then the customer will not be charged a service fee or travel and living expenses unless service is outside of contracted service hours. However, if it turns out that the issue is not with Centricity software, such services will be delivered on a time and materials basis, including travel time, at then-current rates.

Customer Responsibilities. All users should be trained to detect and fix minor issues within the department, such as an unplugged workstation, no paper in the printer, etc. to help drive increased efficiency and minimize downtime. Centricity software documentation and online help should be made available to users to assist with problem resolution. If, after consulting these materials, users still encounter difficulties, they should request assistance from their primary contact or their designated internal escalation contact (IT Help Desk, System Administrator, Super User, etc.). In addition, the customer should comply with the procedures, deliverables, and expectations as set forth in the respective Centricity support organization's documentation.

The customer will designate a customer employee (and an alternate employee in case the first is unavailable) to act as a liaison with the Centricity support organization. Such customer employees should have the appropriate training and the necessary technical knowledge and expertise to perform initial troubleshooting and assist GE Healthcare technical personnel in performing service. It is the customer's responsibility to inform GE Healthcare of any change in the primary contact. The liaisons should be trained to handle basic functionality, procedural questions and repetitive issues from users in their departments. If a question or issue arises that requires a response from GE Healthcare, the standard procedures outlined in this document for logging a service request should be followed.

System Access. GE Healthcare requires access to customer systems and servers to monitor and/or resolve reported issues. A VPN connection via broadband or other secure means of remote connectivity as specified by each support team, is required to enable the GE Centricity support organization to remotely connect to customer sites. Remote capability should be tested and approved prior to a system going live for clinical use. If GE Healthcare cannot gain access to the customer's system to diagnose and resolve an issue, an escalation process through management at the customer's site should be available to ensure GE Healthcare's ability to provide timely support. In the event that a customer does not provide access or connectivity, services may be provided and charged on a time and material basis (minimum 4 hours), including travel time, at then-current rates. GE Healthcare will not be responsible for any failure to perform its obligations under this service policy that results from the customer's refusal or inability to provide access. In the event that a GE Healthcare support professional is required on-site, Internet access must be provided to connect to the GE Centricity support infrastructure.

Customer Access. During the term of the agreement, GE Healthcare may provide the customer access to information, through the Healthcare IT Service Portal, for customer software and/or equipment covered by GE Healthcare support agreement (s). As part of the subscription, customers are granted a limited, nonexclusive, nontransferable right to search, retrieve, display, download, print and use the information solely at the site for internal business use only. User ID and password or other security process defined by GE Healthcare will control access to the web site. The customer is responsible for managing password assignment and confidentiality.

Except as expressly permitted above, the customer may not (i) decompile or reverse engineer any of the associated software and other content and materials related to the web site (ii) sell, sublicense, distribute, or commercially exploit the content on the web site; (iii) make the content on the web site available to any third party through any means or media; or (iv) modify, publish, transmit, participate in the license transfer, or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit content, in whole or in part, without the prior written consent of GE Healthcare.

GE Healthcare reserves the right to upgrade, modify, replace or delete portions of information, functions of the web site, and related materials at any time during the term of the agreement.



GE Healthcare may provide, through this subscription, third party content or links to third party content. GE Healthcare is not responsible for this content and may remove such content at any time during the term of the agreement. The terms and conditions for use of such content, including privacy policies applicable to such content, are determined solely by the third party, and not by GE Healthcare.

Before Logging a Service Request. Technical support under this service policy covers only Centricity software and certain third party software, as specified in the contract. The customer's organization or the appropriate third party vendor must address issues related to non-GE Healthcare supported hardware, operating systems, network, customer-supplied third party software, non-supported clearinghouses and other software. To assist in the fastest possible resolution, it is recommended that customers collect and have available all relevant information prior to placing a service request, including:

1. Verify that the issue is related to the Centricity software or supported third party software as specified in the quotation. If the issue originates with a non-GE Healthcare supported third party application, operating system, or network software that is not covered, customers should call the appropriate vendor directly.
2. Be prepared to provide your site name, location, system identification number, so the GE Healthcare representative can confirm your identity.
3. Attempt to reproduce the issue, record the workflow steps leading up to it and preserve all relevant error logs.
4. Determine if the issue occurs on one, more than one, or all of the workstations and/or if the issue occurs randomly or consistently.
5. Check for recent changes that may be responsible for the issue, including:
 - Recent upgrades to software products, the operating system, the network, etc.
 - System switch changes, such as modification of preferences or options within the Centricity software
 - Workflow changes

Support Organization Goals. The goal of the GE Healthcare IT support organization is to respond to customer needs. The support team is responsible for answering customer calls, generating service requests, taking ownership of web submitted service requests (where offered), performing research, completing follow-up, and resolving service requests while communicating with the customer through-out the process.

Healthcare IT Service Portal. GE Healthcare's IT Service Portal provides integrated access to Centricity documentation, updates, online case reporting, education information, and user communities. It is recommended that customers check the Service Portal frequently for updates. The portal can be accessed via the web or on a mobile device at www.gehealthcare.com/serviceportal.

Web-Based. For noncritical issues, service requests can be submitted using our web-based user interface, via the Healthcare IT Service Portal. These service requests are reviewed by and assigned to a GE Healthcare IT support professional.

Telephone. When a customer places a call to the GE Healthcare IT support organization, he/she may be connected directly to a support professional or greeted by a phone menu that routes calls to the support team best able to address the issue.

Hours of Coverage. Standard business hours are 7am to 7pm Central Time excluding, GE Healthcare holidays. Technical support services are available on a 24/7 basis. However, access to these services during off-hours may require payment of an additional fee. Application support service is only available during standard business hours.

Solution	Telephone Number
Centricity Business	{855} 243-7877
Centricity Cardiology	{855} 762-6650
Centricity EDI Services (eCommerce):	{855} 860-9929
Centricity EMR	{855} 436-8491
Centricity Enterprise	{855} 946-2277
Centricity Group Management	{855} 436-8491
Centricity PACS, Standalone Enterprise Archive and/or Web, RA600	{855} 762-6650
Centricity PACS-IW and RIS/PACS-IW Solution	{855} 762-6650
Centricity Perinatal	{855} 433-2009
Centricity Perioperative/ Centricity Anesthesia	{855} 433-2009
Centricity Practice Management	{855} 436-8491
Centricity Practice Solution	{855} 436-8491
Centricity RIS-IC	{855} 762-6650

Priority Levels. Every service request that is logged with the GE Healthcare IT support organization is assigned a priority. To help manage technical support issues, customers are asked to identify the priority of the issue according to the following guidelines. **Note: Critical priorities are available via online case reporting for Centricity Enterprise, only. Critical priorities must be reported via phone for all other products.**

Priority Levels	
Critical	System/product is entirely unusable, down, or unavailable.
High	System/product is available, but on a limited or intermittent basis.
Medium	System/product is available; the issue reported is a question about intended functionality or technical specification.
Low	System/product is available; the issue reported is a request for documentation, training, upgrade, application support, etc.



Response Time Goals. Response time measures the amount of time it takes a customer to reach a qualified support representative using web or telephone communication method. GE Healthcare's intent is to meet or exceed these goals.

Note: Critical priority service requests must be submitted via telephone.

Response within ...	Critical	High	Medium	Low
Telephone	30 minutes	60 minutes	Within 8 business hours	Next business day
Web	Not available	60 minutes	Within 8 business hours	Next business day

Diagnosis and Lifecycle of an Issue. Customers work directly with the assigned GE Healthcare IT support professional until the service request is closed. If a new software defect is identified, it will be logged and assigned a tracking number. The support professional will check for an existing solution and communicate it to the customer. If none is currently available or the problem cannot be reproduced, the support professional will make a good faith effort to identify a temporary solution that may consist of sufficient programming and operating instructions to bring the software into material conformity with the documentation for the applicable Centricity software. Some defects do not materially affect the Centricity software solution and may not be fixed. The customer may contact the support organization at any time, reference the tracking number and ask for the current status of the issue.

If the diagnostic process indicates there is an issue with the hardware, operating systems, network, backup software or other software not covered in the quotation, the customer will be asked to contact the appropriate resources within the customer's organization or the appropriate third party vendor. In these cases, any additional work on the issue by the GE Healthcare IT support organization will be provided on a time and materials basis at then-current rates.

Software support required to troubleshoot an error that GE Healthcare determines is caused by any misuse or modification of the software, disaster, power failures, network outages, viruses, software not provided by GE Healthcare, or for other causes not attributable to GE Healthcare will be performed at then-current rates plus reasonable travel and living expenses.

Customers are responsible for acting upon GE Healthcare's recommendations. GE Healthcare reserves the right to charge for all applicable fees if a customer fails to follow GE Healthcare's recommendations, requiring GE Healthcare to expend effort to resolve an issue caused by such failure to follow the recommendation. For example if a customer installs patches or applies unsupported 3rd party software or updates, charges may apply to return the system to operation.

Software Updates. Enhancement releases, major and minor, include product feature and/or functionality modifications. Maintenance releases include error corrections and modifications to improve product reliability. Both enhancement and maintenance releases, and related customer documentation, are generally made available to customers with a valid software support contract unless specified otherwise in the applicable quotation. Failure to upgrade to the latest approved release may result in additional support fees and will adversely impact our ability to deliver the highest quality support. Maintenance Releases are meant to be easily installable and customers are encouraged to remain current on Maintenance Releases to receive the benefit of available software corrections. Actual frequency, versioning and release types may vary depending on the Centricity software solution. Unless otherwise expressly specified in the quotation, the purchase of hardware or non-GE Healthcare software (including upgrades to third party software) required for software releases is the responsibility of the customer. Installation of software updates and related professional services, if required, will be charged on a time and material basis unless specified otherwise in the quotation.

Enhancement Releases.

o Major - A major release is any version of licensed software that GE Healthcare makes generally available to customers currently purchasing Centricity software maintenance to deliver new functional capabilities or applications, enhancements and/or major changes or upgrades to the software architecture or file structure along with the latest error corrections. Such releases may be identified by a release number that is to the left of the first decimal point, such as 3.x.

o Minor - A minor release is any version of licensed software that provides error corrections and/or enhances the functionality of a current major release. Minor releases usually do not involve major changes or provide significant, new functional capabilities or applications, or changes to the Centricity software's architecture or file structure. Such releases may be identified by a number to the right of the first decimal point, such as x.1 .

Maintenance Releases.

o Maintenance - A maintenance release is the distinctly identified collection and packaging of error corrections and/or system performance or adjustments of a specific minor release of the Centricity software. Such releases may be identified by a release number that is to the right of the second decimal point, such as x.y.1 or x.y.2

o Service Pack - A service pack release is a collection of updates, fixes and/or in exceptional cases enhancements to a software program delivered in the form of a single installable package. Such releases may be identified by a release number that is to the right of the third decimal point, such as x.y.z.1 or x.y.z.2

New Modules. From time to time, GE Healthcare will develop additional software modules that offer customers additional functionality beyond the current scope of what is installed. New modules are priced separately, by module, and become available with enhancement releases. The implementation of a new module is subject to software license, installation, professional services, and maintenance fees, and may require prerequisite Centricity software release.



Migration. GE Healthcare may leverage newer technologies or add to existing technology to achieve better performance. The result may be a distinctly different product and platform offered within Centricity software solutions. The implementation of a migration is subject to software license, installation, professional services, and maintenance fees.

Software Lifecycle. GE Healthcare provides support services, for the then most current Centricity software solution major release plus one prior version (for example, if the most current major release is version 3.0, and customer is on version 2.1 but version 2.5 is available, customer must upgrade to at least minor release version 2.5). However for Centricity PACS-IW, GE Healthcare provides support services for the then most current Centricity software solution minor release plus the two previous minor releases. Timely installation of current releases keeps customer systems operating optimally. Customers requiring product support on older releases may be asked to bring their system current prior to any further software deliveries, unless the support issue is critical. Failure to upgrade to a major release may result in additional support fees or surcharge and will adversely affect GE Healthcare's ability to deliver the highest quality support. When a new major release of Centricity software becomes available, GE Healthcare will no longer commercially market the previous version.

Third Party Software and Operating Systems. Customers are required to be live on the third party software and operating system as defined in the applicable Centricity software release documentation. Unless otherwise expressly specified in the quotation, updates to the third party software are the responsibility of the customer. Before proceeding with the update, the customer must contact the GE Centricity support organization. Server operating system upgrades may be included with Centricity software updates per the applicable release documentation. However, purchasing and installing workstation (client) operating system upgrades is the responsibility of the customer.

Hardware. Customers are responsible for providing a system environment with adequate power and cooling. Customers are also responsible for managing all hardware and third-party software warranties and support policies, as well as for following the manufacturer's recommendations and/or procedures for preventative maintenance or quality assurance. Depending upon the GE Healthcare software, customers may purchase hardware from GE, or if a Customer procures hardware directly, they must conform to all specifications and guidelines in the applicable GE Healthcare documentation. In all cases, customers are responsible for the monitoring and maintenance of hardware within their datacenter. If it is determined that the root cause of the problem lies with hardware customers are responsible for contacting the hardware vendor directly, provided that a GE Healthcare representative may, at GE Healthcare's discretion, assist the customer in contacting the manufacturer to facilitate issue resolution.

Escalation Process. Customers may request to escalate a service request whenever they feel the GE Healthcare IT support organization is not providing the level of attention the customer believes is warranted. To escalate a service request, the customer should contact the GE Healthcare IT support organization and request to be connected to a support manager. The manager will work with the customer to create a plan to resolve the issue. When escalating a service request, the customer should reference the service request number in all communications.

Unplanned Modifications. Customers should inform the GE Healthcare IT support organization of any major modifications that in any way may affect the Centricity software, including, but not limited to: third party products, interface engines, network modifications and/or system changes. If customers do not arrange for support from GE Healthcare resources ahead of time and these modifications affect the Centricity software solution, all relevant expenses will be billed to the customer.

Virus Policy. GE Healthcare will exercise commercially reasonable efforts to monitor the IT security industry, and our hardware and software vendors for notification of new security vulnerabilities. Vulnerabilities will be evaluated for their applicability and severity and any required subsequent actions by GE Healthcare will be based on the results of that evaluation. Due to the high volume and frequent occurrence of these issues, not all patches or fixes released by third party vendors may be made available to customers. Customers should contact the GE Healthcare IT support organization to inquire about the availability or status of specific security patches and fixes.

Database Maintenance Policy. GE Healthcare is not responsible for database maintenance, unless specifically provided otherwise in the applicable quotation between the customer and GE Healthcare. All activities related to system maintenance, including backup, archive and data integrity are the responsibility of the customer unless otherwise expressly specified in the quotation. Customers are not permitted to alter any database's schema in any manner unless explicitly directed to do so by the GE Centricity support organization. In addition, the creation of non-standard views in the database must be reviewed and approved by the GE Healthcare IT support organization. Changes without the Centricity support organization's full knowledge and consent will void the customer's support services. Policies regarding standard and non-standard views, if applicable, are further defined in the respective support organization's documentation. Customers may not use third party utilities or programs to read and analyze the content of production databases, unless otherwise stated in the agreement between the customer and GE Healthcare. Software support required to troubleshoot an error resulting from misuse or modification of any database's schema or downtime/performance issues caused by these tools will be performed at then-current rates plus reasonable travel and living expenses, including travel time.

Customer Feedback - GE Healthcare is committed to continuously improving the way in which we serve our customers. We believe ongoing dialogue is important to our relationship and customer feedback is fundamental to our joint success. To prioritize the improvement topics and projects we focus on, we periodically request feedback on how we are performing and where we can make improvements. Our process is composed of a few potential feedback channels listed below:

o **Event Surveys** - Customers may receive an email requesting completion of a customer satisfaction survey about a specific service interaction. GE Healthcare distributes email requests based upon specific services delivered (examples: at close of a support ticket,



conclusion of an education course, or following an implementation project). GE Healthcare's surveys are designed to require no more than three to five minutes to complete.

o **Periodic Surveys** - Customers may receive an email requesting completion of a customer loyalty survey about your impression of GE Healthcare and GE Healthcare products and services.

o **Independent Surveys** - GE Healthcare participates in surveys conducted by independent research firms. These firms partner with thousands of healthcare professionals including CFOs, CIOs, Directors, Managers, and Clinicians to create a dynamic database of performance information on healthcare information technology vendors.

o **Customer Conferences** - GE Healthcare sponsors an annual IT user group conference called Centricity LIVE. This conference presents an opportunity for users, administrators and hospital executives, who utilize solutions from across the Centricity portfolio, to come together to share knowledge, network and learn more about how to get the most from their Centricity investment. Features include presentations, round tables, panel discussions and more from GE experts, customers and industry leaders. GE Healthcare also maintains a presence at a variety of industry conferences. During these events you may be asked to participate in feedback sessions about GE Healthcare. Announcements about Centricity LIVE and GE Healthcare participation at conferences can be found on the GE Healthcare website and IT Service Portal. www.gehealthcare.com and www.gehealthcare.com/serviceportal.

Software Support Services Period. GE Healthcare will make available support services and Centricity software updates for the period for which applicable fees have been paid.

If payment of the software support services fees lapse, a reinstatement fee inclusive of the associated costs to bring the system current (among other fees) shall be charged. The software support service fees are specified in the applicable quotation and are non-refundable. Subject to the Software Lifecycle section set forth above, GE Healthcare is not obligated to provide software support services beyond the end of the software support services period for which applicable fees have been paid and makes no representations or guarantees about the ability for customers to subsequently receive software support services or as to the cost of such.

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GE Healthcare IT ATTN: General Counsel, 540 W. Northwest Highway, Barrington, IL 60010

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This License and Services Agreement (along with all attachments, exhibits and documents attached hereto or incorporated by reference, the "Agreement") is by and between the Customer, as identified on the signature page to this Agreement, and the General Electric Company, by and through its GE Healthcare division (referred to herein as "GE Healthcare"). 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.

1. Definitions. "Product(s)" means GE Healthcare or third party equipment, hardware or Software provided by GE Healthcare to Customer pursuant to this Agreement. "Services" means Software support, or professional services provided by GE Healthcare to Customer pursuant to this Agreement. "Software" means the GE Healthcare Software and the Third Party Software and associated Documentation provided by GE Healthcare to Customer pursuant to this Agreement. "GE Healthcare Software" is software developed by GE Healthcare and identified on the Software schedule as GE Healthcare or Centricity software. "Third Party Software" is software not developed by GE Healthcare and/or identified on the Third Party schedule as such. "Documentation" means the 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 Customer.

2. Software License. Subject to the license scope and other restrictions set forth in this Agreement and except as specified otherwise in the applicable quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, perpetual license to use, for Customer's internal business purposes only, the Software provided hereunder to Customer. Customer may permit its employees, agents and independent contractors to use the Software consistent with this Agreement; provided, however, that Customer shall be responsible for any acts of its employees, agents and/or independent contractors. Entities over which Customer has 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 GE Healthcare has provided its prior written consent and subject to any applicable conditions required by GE Healthcare, including any conditions that GE Healthcare deems appropriate to protect confidential and proprietary information relating to the Software. Customer may make a reasonable number of copies of the Software in machine-readable form solely for backup, training, testing or archival purposes, so long as applicable license fees are paid. Customer shall reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy.

Customer agrees to use any Third Party Software only together with the GE Healthcare Software, to protect any Third Party Software at a minimum as it does the GE Healthcare Software and to comply with all restrictions on the use of that Third Party Software included in any click or shrink wrap license or of which GE Healthcare makes Customer aware. 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 Customer.

Customer agrees not to: (i) display, sublicense, transmit, distribute, rent, lease, loan, resell, provide service bureau or subscription services, sell, time share or otherwise transfer or make available the Software to any other person or entity, unless expressly provided otherwise under this Agreement; (ii) electronically transfer the Software outside the United States or outside the Customer's intranet or network dedicated for the Software, unless otherwise authorized in writing by GE Healthcare; (iii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software or reduce the Software to human-perceivable form; (iv) modify or translate the Software or create derivative works based thereon, except that to the extent applicable, the Software may be configured as specifically permitted in the Documentation; (v) 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 vendors or licensors from any media or Documentation; or (vi) release the results of any testing or benchmarking of the Software without the prior written consent of GE Healthcare.



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3. License Metrics. The following definitions may be referenced in the quotation to limit the scope of Customer's license and shall have the definitions described below when capitalized whether used in singular form to refer to a unit or plural form in reference to multiple units: **"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 during each twelve month period of the license. **"Beds"** means the total number of beds that Customer is 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 Users"** means the maximum number of users (where one (1) session equals one (1) user) 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 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 must be purchased for every individual authorized to use the Software. **"Enterprise"** means Customer and any entities controlled by Customer. **"Examinations"** means a radiology examination that is performed on a patient (which may consist of one (1) or more views or procedures) or otherwise performed during a patient visit, that is logged as completed in Centricity RIS-IC and associated with a charge code for such examination. Centricity RIS-IC counts Examinations. **"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 providers (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 at the Site. **"Procedure"** for Centricity PACS means an order for which images have been acquired. A Procedure is uniquely identified by an accession number. In the event an accession number is not available, the Procedure is uniquely identified by the DICOM Study Instance Unique Identifier (Study Instance UID), which is a unique DICOM tag (0020,000D) referencing collection of images acquired as a result of the Procedure performed on a patient. "Provider" is defined as any billable provider of healthcare services, including a doctor of medicine, osteopathy, dental science, psychiatric medicine, or chiropractic medicine; residents; nurse practitioners; physical therapists; and physician assistants. Provider licenses are purchased for the maximum number of Providers authorized to use the Software. **"Annual Centricity PACS Procedure Volume"** means an annual count of Procedures having a standard DICOM Study Date (date the study was performed) of its associated images of less than one (1) year prior to the date the Procedure is to be counted to include any that have been read and deleted. For example, (a) historical Procedure having a DICOM Study Date of one (1) year ago or more that are migrated into Centricity PACS would not count as Procedure for the purpose of Annual Procedure Volume, while historical Procedures having a DICOM Study Date of less than one (1) year ago would count as Procedures, and (b)



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studies imported into Centricity PACS (e.g., from a CD) having a DICOM Study Date of one (1) year ago or more would not count as Procedures, while imported studies having a DICOM Study Date of less than one (1) year would count as Procedures. "Site" means the maximum number of Customer facility(ies) of the size specified in the quotation at which Customer is authorized to use the Software and which may be added to or changed only in accordance with this Agreement and upon the written consent of GE Healthcare. Customer shall be permitted to use the applicable Software only for the size of Site as indicated in the applicable quotation. "Study/Studies" for Centricity PACS IW means a DICOM Study containing one (1) or more images and is uniquely identified by a DICOM Study Instance Unique Identifier (Study Instance UID), which is a unique DICOM tag (0020,000D) referencing the study performed on a patient and includes a collection of Images. "**Annual PACS IW Study Volume**" means an annual count of Studies having a standard DICOM Study Date (date the study was performed) of its associated images of less than one (1) year prior to the date the Study is to be counted to include any that have been read and deleted. For example, (a) historical Study having a DICOM Study Date of one (1) year ago or more that are migrated into Centricity PACS IW would not count as Study for the purpose of Annual Centricity PACS IW Study Volume, while historical Studies having a DICOM Study Date of less than one (1) year ago would count as Studies, and (b) Studies imported into Centricity PACS IW (e.g., from a CD) having a DICOM Study Date of one (1) year ago or more would not count as Studies, while imported Studies having a DICOM Study Date of less than one (1) year would count as Studies.

4. Delivery and Go-Live "Delivery" means with respect to: (a) 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 location specified in writing by or on behalf of the Customer; (b) 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 Customer or to any location specified in writing by or on behalf of the Customer; and (c) any Services, the performance of such Services by GE Healthcare. 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. At the time of such Delivery, Customer will pay GE Healthcare for any amounts due upon Delivery.

Go-Live means the date Customer first uses the Software to process actual data in the operation of Customer's business (e.g. to register a patient, to produce a bill, to record a treatment or diagnosis or to process or view a medical image).

5. Transportation, Title and Risk of Loss. Customer agrees to pay all shipping, handling and insurance costs which will be billed as incurred. Title and risk of ownership to hardware passes to Customer upon Delivery. Software and Documentation is licensed to Customer, but no title to or other ownership interest in such Software or Documentation passes to Customer.

6. Installation. GE Healthcare's professional and installation services provided or identified in the quotation will be performed in accordance with applicable GE Healthcare installation guides, project plans and/or statements of work, and are subject to the following additional provisions. Customer agrees to review the applicable installation guides, project plans and/or statements of work and perform its obligations set forth in those materials. Any professional or installation services (except for Customers annual Software Support renewal which is cancellable in accordance with Section 1.3) identified in the quotation are non-cancelable and are a required component of the quotation and of the overall consideration between GE Healthcare and Customer; if Customer cancels and professional or installation services, Customer is required to pay list price for any Software associated with the Agreement and to pay for any professional or installation services which have been Delivered by GE Healthcare.



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- (a) Customer will prepare the location for the installation consistent with GE Healthcare's written specifications, applicable law and statements of work. 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 requirements as made available to Customer. Customer will be responsible for enabling the connectivity and interoperability between Customer supplied hardware or software or other systems or devices and the Products provided by GE Healthcare, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with GE Healthcare's written specifications and applicable statements of work.
- (b) 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.
- (c) GE Healthcare will provide Customer with the Product(s) in the configuration as listed in the quotation. The configuration is based upon information made available to GE Healthcare at the time of contracting and based on information furnished to GE Healthcare by Customer.

7. Professional Services.

7.1 Statement of Work (SOW). Subject expressly to Customer having adequately qualified staff and meeting its requirements in the mutually agreed upon SOW, GE Healthcare shall perform professional or installation services contracted for and provide deliverables described in a written SOW signed by the parties and use commercially reasonable efforts to do so in accordance with the delivery schedule in the SOW. GE Healthcare is responsible for the assignment of personnel to perform all such professional or installation 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) Customer's additional responsibilities; (iv) project work scope; (v) estimated performance schedule and applicable milestones; (vi) Customer's site and any site preparation requirements; (vii) network, hardware or other environmental or infrastructure requirements; (viii) preliminary implementation plans; or (ix) key assumptions. The terms and conditions of this Agreement shall prevail over those of the SOW. Each SOW shall constitute a separate and independent work engagement and contractual obligation. An SOW may only be modified in writing signed by authorized representatives of both parties and must be made pursuant to mutually agreed change control procedures. Changes to an 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 Customer's responsibilities.

7.2 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 an SOW or during the course of performing the Services whether or not the Services are performed by GE Healthcare alone or jointly with Customer or others. In addition, GE Healthcare shall own all improvements, enhancements and derivative works of any GE Healthcare intellectual property. Customer hereby assigns, and will cause Customer's employees and independent contractors to assign, to GE Healthcare all of Customer's rights in and to such deliverables and intellectual property. GE Healthcare grants to Customer a non-exclusive, non-transferable, non-sub-licensable license to use the deliverables solely for Customer's internal business purposes and subject to the limitations described in this Agreement and the relevant SOW. Customer agrees to provide reasonable assistance to GE Healthcare in obtaining and enforcing GE Healthcare's rights to such deliverables and intellectual property.



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GE Healthcare will acquire no rights to: (i) any independently developed Customer intellectual property that is not based on or a derivative of GE Healthcare deliverables or intellectual property; or (ii) any of Customer's confidential information that may be included in any deliverable unless expressly agreed otherwise.

7.3 Project Managers. If required by the SOW, Customer and GE Healthcare shall each 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 to: (i) serve as the single point of contact for all departments in their organization participating in this project; (ii) administer the change-of-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 GE Healthcare and Customer mutually agree to an extended response time; (v) resolve deviations from project plans that may be caused by the parties' respective organizations; (vi) help resolve project issues and escalate issues within the parties' respective organizations, as necessary; (vii) monitor and report project status on a regular basis to the respective organizations as appropriate; and (viii) provide and coordinate technical and specialist resources as necessary.

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

- (a) Provide and maintain a suitable, safe and hazard-free location and environment for the Products and Services in material compliance with any written requirements provided by GE Healthcare or the applicable product vendors; perform recommended routine maintenance and operator adjustments; and ensure that any non-GE Healthcare provided service is performed by, and the Products are used by, qualified personnel in accordance with applicable user documentation.
- (b) 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, virtual private network persistent access, broadband internet connection, or other secure remote access reasonably requested by GE Healthcare) to permit GE Healthcare to perform 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.
- (c) 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 all GE Healthcare property against damage, loss or unauthorized access or use.
- (d) Promptly place Service calls in accordance with any reasonable GE Healthcare protocols provided to Customer, designate a Customer representative and alternate as GE Healthcare's support contacts, and provide those contacts with the necessary skills to assist GE Healthcare in the diagnosis of Service problems.
- (e) Establish and maintain security, virus protection and backup for any data, images, Software or equipment. GE Healthcare's Services do not include disaster recovery or recovery of lost data or images (unless



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separately contracted for with GE Healthcare). Customer's responsibility includes maintaining secure network and network security components, firewalls and security-related hardware or software, preventing unauthorized access to the Products and preventing interception of communications between GE Healthcare's service center and the Products.

- (f) 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.
- (g) If applicable, Customer is responsible for: (i) the repair, replacement or removal of any disposables, consumables, supplies, accessories or collateral equipment; (ii) the provision of or payment for any applicable rigging or facility cost; and (iii) any Service necessitated by: (A) Customer's or its representative's designs, specifications, or instructions; (B) anything external to the Products, including any causes or events beyond GE Healthcare's reasonable control; (C) product misuse; (D) combining any component of the Products with any incompatible equipment or software; or (E) Customer's relocation, additions, or changes to the Products.
- (h) 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.

9. Testing and Acceptance. An acceptance test for each unit or module of the GE Healthcare Software shall be initiated and conducted by Customer over a test period not to exceed thirty (30) days, commencing not later than one (1) day after GE Healthcare gives notice of implementation of the GE Healthcare Software. Acceptance tests will be conducted using test data, preferably from Customer's historical operations, in a non-productive environment and according to test protocol to be mutually agreed upon by the parties. Customer shall be deemed to have accepted GE Healthcare Software the earlier of: (i) the expiration of the test period identified in this paragraph without GE Healthcare receiving written notice from Customer of the existence of any Errors and a detailed description of such Error(s); or (ii) upon Go-Live.

As used in this section, an "Error" is the failure of the GE Healthcare Software to perform substantially in accordance with the Documentation. Upon discovering an Error, Customer shall promptly notify GE Healthcare in writing of the Error, which notice shall include a detailed description of the Error. Upon GE Healthcare's timely receipt of Customer's written notice of Error, GE Healthcare shall promptly correct such failures identified by Customer therein.

An acceptance test for amendments or alterations provided by GE Healthcare as a result of testing may be conducted by Customer for a period of not more than five (5) days after delivery of such amendment or alteration, and the test period shall be extended for this purpose. Upon the occurrence of acceptance, all payments associated with acceptance, if any, shall be due and payable.

10. Warranties and Remedies.

10.1 Express Warranties. GE Healthcare makes the following express warranties to Customer:

- (a) GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner.



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(b) Except as indicated otherwise below, GE Healthcare warrants that (i) GE Healthcare has the right to license or sublicense the Software to Customer for the purposes and subject to the terms and conditions set forth herein; (ii) it has not inserted any Disabling Code into the GE Healthcare Software; (iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any viruses from the GE Healthcare Software before installation of such Software; and (iv) for the ninety (90) days following the Go-Live date the GE Healthcare Software will perform substantially in accordance with the applicable Documentation.

As used herein, "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the GE Healthcare Software; provided, however, that code included in the GE Healthcare Software that prohibits use outside of the license scope purchased for the GE Healthcare Software will not be deemed to be disabling code. The warranty period for any GE Healthcare Software or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced GE Healthcare Software.

(c) Except for the right-to-license warranty above, the above warranties do not cover equipment or Third Party Software delivered with the GE Healthcare Software. Such products are covered by the third-party manufacturer/licensor/supplier's warranties, to the extent available. GE Healthcare will use commercially reasonable efforts to pass through to Customer any third party manufacturer/licensor/supplier warranties provided to GE Healthcare by such third party manufacturers, licensors or suppliers.

10.2 No Other Warranties. 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.

10.3 Sales and Exclusive Remedies for Breach of Warranties. The remedies set forth below are Customer's sole and exclusive remedies and GE Healthcare's sole and exclusive 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.

(a) If there is any breach of a warranty contained in Section 10.1(a) and Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period, 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.

(b) If there is any breach of a warranty contained in Section 10.1(b) and Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the GE Healthcare Software available for Service, GE Healthcare will, at its option, with respect to the GE Healthcare Software, either correct the non-conformity or replace the applicable the GE Healthcare Software.

10.4 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 Software in combination with any software, tools, 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 Software 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 Software by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, the warranties set forth above do not cover the Software to the



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extent it is used in any country other than the country to which GE Healthcare ships the licensed software (unless GE Healthcare expressly agrees otherwise in writing). GE Healthcare does not guarantee that the Software will operate without error or interruption. In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to the applicable Documentation) that results, in whole or in part, from any improper storage or handling, failure to maintain the Software in the manner described in any applicable Documentation, inadequate back-up or virus protection or any cause external to the Software 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 Software; and (iii) any adjustment or other normal preventative maintenance required of Customer.

11. Confidentiality. GE Healthcare will treat patient information as confidential and will comply with applicable privacy laws (including any business associate agreement between the parties). 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 the Software and any 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). This provision in no way prohibits customers from discussing patient safety issues in appropriate venues. 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.

12. 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 Software licensed by Customer from GE Healthcare in accordance with the documentation and within the license scope granted in this Agreement. If any such claim materially interferes with Customer's use of the GE Healthcare Software, GE Healthcare shall, at its option: (i) substitute functionally equivalent non-infringing software; (ii) modify the GE Healthcare Software 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 Software; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five (5) year's straight-line depreciation), for the GE Healthcare Software that gave rise to the claim. Any such claims against Customer arising from Customer's use of the GE Healthcare Software after GE Healthcare has notified Customer to discontinue use of such equipment and/or software and offered one (1) 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 (and GE Healthcare's sole and exclusive liability) regarding any claim of infringement associated with the GE Healthcare manufactured equipment and/or proprietary Software and/or any use thereof. GE Healthcare shall not have any obligation to Customer hereunder for infringement claims based on or resulting from: (i) the use of such GE

Healthcare Software 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 Software 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 Software by Customer or any third party. This indemnification obligation is expressly limited to the GE Healthcare Software purchased or licensed by Customer from GE Healthcare. GE Healthcare will defend, indemnify and hold harmless Customer from any third-party claims brought against



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Customer to the extent such claims are proximately caused by the negligent act or omission of GE Healthcare and are determined by a court of competent jurisdiction to be a legal liability of GE Healthcare. Customer will defend, indemnify and hold harmless GE Healthcare from any third-party claims brought against GE Healthcare to the extent such claims are proximately caused by the negligent act or omission of Customer and are determined by a court of competent jurisdiction to be a legal liability of Customer.

GE Healthcare will defend, indemnify and hold harmless Customer from any third-party claims brought against Customer to the extent such claims are proximately caused by GE Healthcare's breach of the confidentiality obligations hereunder (including breach of any business associate agreement between the parties) and are determined by a court of competent jurisdiction to be a legal liability of GE Healthcare. Customer will defend, indemnify and hold harmless GE Healthcare from any third-party claims brought against GE Healthcare to the extent such claims are proximately caused by Customer's breach of the confidentiality obligations hereunder (including breach of any business associate agreement between the parties) and are determined by a court of competent jurisdiction to be a legal liability of Customer.

All of the above indemnification obligations are conditional upon the indemnified party providing the indemnifying party prompt written notice of the third-party claim after receipt of notice of such claim, allowing the indemnifying party to control the defense and disposition of such claim, and reasonably cooperating with the indemnifying party in the defense. The indemnifying party shall not be responsible for any compromise made by the indemnified party or its agents without the indemnifying party's consent.

13. Software Support Services. GE Healthcare will provide to Customer the software support services for the GE Healthcare Software as described in the GE Healthcare Centricity Software Support Policy for the support period specified in the applicable quotation and for any subsequent renewal periods. Third Party Software support services are not covered under this Agreement unless specifically stated otherwise in the applicable quotation. GE Healthcare will use commercially reasonable efforts to provide telephone support or to be the initial point of contact for Third Party Software products licensed under this Agreement.

Customer's obligation to pay and GE Healthcare's obligation to provide software support services for GE Healthcare Software will automatically renew for another annual term unless either party provides sixty (60) days' prior written notice of non-renewal prior to such annual renewal. For the avoidance of doubt, Customer is not entitled to any credits, refunds or reduction in support fees for any mid-term cancellation, termination or reduction of GE Healthcare Software support services. In connection with any annual renewal of software support services, GE Healthcare may increase its annual charges for 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).

If GE Healthcare announces to its customers that it will no longer offer support for an entire product or for a version module, suite or component of GE Healthcare Software then upon at least twelve (12) months' prior written notice to Customer, GE Healthcare may, at its option, remove any such item from all GE Healthcare Software support services agreements, with an appropriate adjustment of charges, without otherwise affecting such agreements.

14. Terms of Payment. The payment terms for the Product(s) and/or Service(s) are stated in the quotation. 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. Unless specified separately in the quotation, fees for Third Party Software and hardware shall be due 100% on Delivery of the applicable Software and hardware. Unless otherwise provided in the applicable quotation, professional or installation services will be



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provided 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. If installation or training is delayed by more than thirty (30) days after delivery of the products for any reason for which Customer is responsible, GE Healthcare may, at its option, bill Customer for and Customer will pay GE Healthcare the estimated installation and/or training fees due under this agreement. 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.

15. 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 the GE Healthcare agreement at issue, including the provision of support and maintenance and/or licenses until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned support 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. GE Healthcare may revoke credit extended to Customer and designate Customer and all agreements with Customer to be on credit hold because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent Product shipments and Services shall be paid in full on Delivery.

If, after Delivery, Customer does not make any payments for the Products within forty-five (45) days after such payments are due, GE Healthcare may, upon ten (10) days' prior written notice to Customer: (a) enter upon Customer's site and remove the Products; (b) temporarily disable the Products so that they are not operational; and/or (c) suspend support and maintenance services.

16. Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes (collectively, "Taxes"). Customer acknowledges and agrees it shall be responsible for the payment of any 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 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.

17. Termination. If either party materially breaches this Agreement and the other party seeks to terminate this Agreement (including any perpetual licenses granted under the Agreement) 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 sixty (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 (including any perpetual licenses granted under the Agreement).

18. Relief for Breach. If either party materially breaches this Agreement and the other party seeks to terminate this Agreement (including any perpetual licenses granted under the Agreement) 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 sixty (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 (including any perpetual licenses granted under the Agreement).



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19. Consent to Use Data.

19.1 Protected Health Information ("PHI"). To the extent GE Healthcare creates, receives, maintains, transmits or otherwise has access to any PHI in the course of performing under this Agreement, GE Healthcare shall only use and disclose such PHI as permitted by the administrative simplification section of the Health Insurance Portability and

Accountability Act of 1996, Pub. Law 104-191 (August 21, 1996), its implementing regulations, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act and its implementing regulations (collectively, "HIPAA"), and the applicable Business Associate Agreement between the Parties.

19.2 Other Information. Customer agrees that GE Healthcare may also create, receive, maintain, transmit and otherwise have access to machine, technical, system, usage and related information that is not PHI, including, but not limited to, information about Customer's Product, Service, system and Software, that is gathered periodically to facilitate the provision of Product support, consulting, training and other services to Customer (if any), and to verify compliance with the terms of this Agreement. GE Healthcare or its agents may use this information to provide, develop or improve GE Healthcare's products or services.

20. Audit Rights. If an audit uncovers underpaid or unpaid fees owed to GE Healthcare, Customer agrees to pay those fees and GE Healthcare's costs incurred in conducting the audit within thirty (30) days of written notification of the amounts owed. If Customer does not pay the amounts owed, GE Healthcare may terminate Customer's license to use the applicable Software. Customer agrees to permit GE Healthcare 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, 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 vendors of Third Party Software licensed to Customer under this Agreement) without Customer's consent.

21. Governing Law; Disputes. The law of the state where the Software 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.

22. Limitation of Liability. EXCEPT FOR INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT, GE HEALTHCARE'S (AND ITS REPRESENTATIVES') CUMULATIVE LIABILITY UNDER THIS REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS AND SERVICES HEREUNDER. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR ITS REPRESENTATIVES) SHALL HAVE LIABILITY TO THE OTHER UNDER THIS AGREEMENT FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The limitation of liability and exclusion of damages shall apply even if the limited remedies fail of their essential purpose.

23. 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.

24. Record Retention. If Section 1861(v)(1)(I) of the Social Security Act applies to this Agreement, subsections (i) and (ii) of Section 1861(v)(1)(I) 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.



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25. 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.

26. Medical Diagnosis, Treatment and Billing. Customer acknowledges and agrees that all clinical and medical treatment, diagnostic decisions and billing decisions are the responsibility of Customer and its professional healthcare providers or billing specialists. The Software does not make clinical or other decisions (such as narrative conditions, coded diagnosis, submission of claims) and is not a substitute for competent, properly trained and knowledgeable staff who bring professional judgment to the information presented by the Software. Although GE Healthcare and its third-party vendors have used reasonable care in obtaining information from sources believed to be reliable, Customer acknowledges that it is Customer's obligation to be informed about any changes in billing rules and regulations or to clinical information or guidelines that may not be reflected in the Software. The absence of an alert or warning for a given course of treatment, drug or drug combination should not be construed to indicate that the treatment, drug or drug combination is safe, appropriate or effective for any given patient.

27. Affiliate Billing. If Customer's order includes products manufactured by more than one (1) 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.

28. HITECH Certification for Centricity EMR and Centricity Practice Solutions. As applicable GE Healthcare will use diligent efforts to obtain certification for the Centricity EMR or Centricity Practice Solution software as a Certified EHR Technology under the HITECH Act, as those certification requirements may evolve over time. If GE Healthcare fails to obtain certification within ninety (90) days after the beginning of the applicable Reporting Period in a Payment Year that Customer is actively seeking to demonstrate Meaningful Use, GE Healthcare will credit the standard support services fees for such software for each month during which the Centricity EMR or Centricity Practice Solution software is not certified (up to a maximum of six (6) months) against future support fees. The foregoing is Customer's sole and exclusive remedy in the event GE Healthcare fails to obtain certification for the Centricity EMR or Centricity Practice Solution software.

GE Healthcare will keep Customer informed of GE Healthcare's certification status by posting such status at www.gehealthcare.com/hitech (or some other location that of which GE Healthcare may inform Customer). It is Customer's responsibility to ensure Customer meets all the requirements to qualify for the incentive payments, including "meaningful use," and to confirm that the Centricity EMR or Centricity Practice Solution software Customer is using is certified according to HITECH criteria.

GE Healthcare's obligations under this section apply only to the then-most current version of GE Healthcare's Centricity EMR or Centricity Practice Solution software products. GE Healthcare's obligations are contingent upon Customer then-receiving and paying for support services and complying with the requirements of the GE Healthcare service policy and, if GE Healthcare so requires, upon Customer installing software fixes, patches or updates or migrating to a new or different GE Healthcare software offering. All capitalized terms shall have the definitions set forth in this Agreement, the HITECH Act or any applicable implementing regulations.



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29. Contract Formation. In the event of conflict between the terms and conditions contained herein and the terms and conditions in the quotation, the terms and conditions in the quotation shall prevail. The parties agree that they have not relied on any oral or written terms, conditions, representations or warranties outside those expressly stated or incorporated by reference in this Agreement in making their decisions to enter into this agreement. No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding 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 Agreement and to any other terms proposed by Customer in accepting this Agreement. 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.

30. Assignment; Use of Subcontractors. Customer may not assign any of its rights or obligations under this Agreement without the prior written consent of GE Healthcare, 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 assignee agrees, 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.

31. Compliance with Laws. Customer and GE Healthcare will comply with all federal, state and local laws applicable to them in the performance of their obligations under this Agreement.

32. Excluded Provider. Upon the execution of this Agreement, GE Healthcare represents that, to its knowledge, neither it nor its employees performing Services under this Agreement have been excluded from participation in any federal healthcare program. In the event an employee performing Services under this Agreement is excluded, GE Healthcare will replace such employee within a commercially reasonable time. In the event GE Healthcare is excluded, the Customer may terminate this Agreement upon written notice to GE Healthcare. GE Healthcare as used in this Section 32 refers only to GE Healthcare IITS USA Corp. and no other business unit or entity.

33. Notices. Except as otherwise provided herein, all notices shall be in writing and shall be deemed to be delivered when received if sent by certified mail, postage prepaid, return receipt requested, by nationally recognized overnight courier, or by fax. All notices (and delivery of Products) shall be directed to the parties at the following respective addresses set forth below or to such other address as either party may, from time to time, designate by notice to the other party.

34. 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 (for example, without limitation, the limitation of liability, ownership rights, warranty disclaimers and confidentiality provisions included herein) will continue in full force and effect after its expiration.

Each party has caused this Agreement to be executed by its duly authorized representative as of the date set forth below. By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) or on any terms and conditions attached hereto will be void.



Section 3.

Terms & Conditions

Welch Community Hospital



Response to Terms & Conditions

Please see GE Healthcare's proprietary statement and the following two documents:

- 2015 Certificate of Insurance
- GE Healthcare Service Terms & Conditions





ADDITIONAL REMARKS SCHEDULE

AGENCY Electric Insurance Company 75 Sam Fonzo Drive Beverly, MA 01915-1000	NAMED INSURED GE Healthcare/Waukesha WI 3000 North Grandview Blvd Waukesha, WI 53188 United States
EFFECTIVE DATE: 1/1/2015	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

- GL Coverages:**
- a. Premises-Operations
 - b. Products/Completed Operations
 - c. XCU
 - d. Blanket Contractual Liability
 - e. Personal and Advertising Injury Limit
 - f. Independent Contractors
 - g. Separation of Insureds / Cross Liability
 - h. Clinical Trials
 - i. Sudden and Accidental Pollution Liability
- Auto Coverages:**
- a. Symbol 1 - All Vehicles
- Excess Liability:**
- a. Following Form
- WC Coverages:**
- a. USL&H
 - b. Jones Act / Maritime Liability
 - c. Outer Continental Shelf Lands Act
 - d. Other States Endorsement



Service Terms and Conditions

GE Healthcare

These GE Healthcare Service Terms and Conditions supplement and incorporate by reference the GE Healthcare (i) Quotation that identifies the Service offering purchased by Customer; (ii) Statement of Service Deliverables; (iii) Product Schedule; and (iv) General Terms and Conditions, (collectively, referred to as the "Agreement" or "Service Agreement").

1. Initial Inventory Verification. Within approximately ninety (90) days of assuming initial Service responsibility, GE Healthcare will complete an inventory of the Product to ensure accuracy. Any Product that cannot be located will be removed from the Product Schedule. Following completion of the inventory, GE Healthcare will provide a copy of the revised Product Schedule for Customer's review and, upon Customer's signed acceptance, the Product Schedule will become final. Upon completion of the inventory, GE Healthcare will make the appropriate adjustments to the Total Normal Fixed Charges. "Total Normal Fixed Charges" means the total fixed amount to be paid under a Service Agreement. It does not include additional charges for services, other items not covered by the Service Agreement but requested by Customer, or any variable charges, if any. GE Healthcare reserves the right to perform periodic additional audits to confirm then-existing inventory.

2. Product Inspection. Any Product covered under this Service Agreement must be in safe, normal operating condition and substantially in compliance with OEM specifications when added to the Product Schedule, and GE Healthcare will not be liable or responsible for any defect or malfunction that existed prior to addition to the Product Schedule. GE Healthcare may inspect any Product that has been without GE Healthcare warranty or Service Agreement coverage for more than thirty (30) days or after upgrades, modifications of peripheral equipment, and/or room moves. The Service Agreement will be effective for such Product only after a GE Healthcare service representative has determined its eligibility. If after such inspection, service or initial repair is required to reach a safe and normal operating condition or meet performance specifications, the cost will be separately invoiced to Customer at GE Healthcare's then-current list prices.

3. Modifications. Customer is responsible for notifying GE Healthcare to the extent it proposes to add items to the Service Agreement. Customer agrees that changes to Products covered under the Service Agreement may require GE Healthcare to modify the price charged and/or the terms of the Service to be provided by GE Healthcare. If Customer purchases an upgrade for a Product during the term of the Service Agreement, GE Healthcare may modify the price of the Service Agreement for such Product. Any services provided by GE Healthcare at Customer's request that are not covered by the Service Agreement will be furnished at GE Healthcare's then-current list prices.

Individual Product(s) sold (not including a general assignment of this Service Agreement) or scrapped by Customer may be deleted from coverage under this Service Agreement with at least sixty (60) days' prior written notice to GE Healthcare of the Product(s) to be deleted and the effective date of such deletion, whereby GE Healthcare will decrease the price established in this Service Agreement by the portion of the existing price allocated to the deleted Product(s). Pricing adjustments shall take effect on the later of (a) the sixty (60) days' notice or (b) the date that the Product(s) is actually sold or scrapped from clinical use. After the date of any price adjustment for Product(s) deletion, neither party will have any further obligations under this Service Agreement for Service with respect to the deleted Product(s) except for (i) payment obligations arising prior to the date of the price adjustment and (ii) obligations, promises, or covenants contained in this Service Agreement that, by their terms, must extend beyond the date of the price adjustment. For sake of clarification of this paragraph, Customer shall have no right to terminate this Service Agreement at its convenience, or remove any Product from this Service Agreement at its convenience.

4. Inflation Adjustment. After the first year of the Service Agreement, but no more than annually, GE Healthcare may adjust the Service fees by an amount no more than the prior twelve (12)-month increase in the U.S. Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) for "Installation, Maintenance and Repair (not seasonally adjusted, total compensation)", or any replacement index as determined by the BLS. This adjustment shall be no more than five percent (5%) annually and Customer will be notified at least sixty (60) days prior to any adjustment.

5. 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. GE Healthcare may, at its sole discretion and subject to (i) availability; (ii) any applicable regulatory approvals; and (iii) Section 5 of the GE Healthcare General Terms and Conditions, provide Customer with a comparable loaner system during periods of extended Service to the GE Healthcare Product. The foregoing Service remedies are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liabilities) for Service 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 re-perform any non-conforming Services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY. GE Healthcare may use refurbished or non-OEM parts during Service. Any part for which GE Healthcare has supplied a replacement (excluding biomed parts, which shall be properly disposed of by Customer) shall become GE Healthcare property.

6. Software License. For any software provided by GE Healthcare under this Service Agreement, as set forth in the applicable Statement of Service Deliverables attached hereto, the license for such software shall be the software license provided with the applicable software. Customer acknowledges that GE Healthcare may request Customer and Customer Personnel to register online as a licensee for receipt of certain service software and related Documentation.

7. Independent Contractor. GE Healthcare and Customer are independent contractors and nothing contained in this Service Agreement is intended nor shall it be construed as creating a fiduciary relationship, partnership or joint venture between the parties, except as otherwise agreed in writing by the parties.

8. Customer Responsibilities. In addition to any other Customer responsibilities throughout this Service Agreement, Customer is responsible for the following:

- Ensuring satisfactory power quality and grounding for all Products to operate within performance specifications. GE Healthcare is not responsible for repairs due to power anomalies (e.g., power surge, blackouts). Any such service can be provided at GE Healthcare's then-current list prices. Customer shall also ensure electrical panel labeling in compliance with applicable regulations.
- Providing all operating and maintenance manuals, warranty information, OEM maintenance requirements, and related materials, including diagnostic software and other tools, pertaining to non-GE Healthcare products. GE Healthcare will acquire any additional necessary operating and maintenance materials that are available at Customer's expense. All such operating and maintenance materials will remain or become Customer property.
- Repair, replacement, or disposal of any accessories, power supply equipment, uninterruptible power supplies or consumable items, including but not limited to: batteries, cassettes, copier drums, electrodes, fiber optics, fiber optic bundles, filters, laser tubes, film magazines, patient cables, radiation sources, refrigeration compressors, styli, radiation shields, overhead lights, packaging or software, unless GE Healthcare is legally required to take back the materials or otherwise agrees to do so in writing. Additionally, Customer is responsible for any cosmetic repairs to the Products.
- Updates for non-GE Healthcare manufactured Products, as are subject to the policies and conditions imposed by the relevant OEM.
- Prior to the commencement of any Services hereunder, provide to GE Healthcare (and those GE Healthcare personnel that will be working on Customer's site) written information about Customer's safety procedures and practices (e.g., emergency, radiation safety, LOTO) as well as a list of all chemicals or hazardous materials (e.g., asbestos, lead, mercury) located on or near Customer's site that GE Healthcare's personnel may come in contact with and any associated Safety Data Sheets. Customer shall take all necessary and legally required precautions to protect the health and safety of GE Healthcare personnel who will be performing service at the site, including taking all necessary actions to properly abate, remove and/or remediate any hazardous conditions or materials (including removing any blood, body fluids or other potentially infectious materials). GE Healthcare shall have no responsibility to abate, or liability for, any existing hazardous conditions at Customer site. Customer shall be responsible for proper management, storage and disposal of all service related waste. Customer shall maintain any necessary licenses, permits and other approvals required to receive or use radioactive sources in performing Services and will provide radioactive sources needed for calibration and performance checks.
- System Database Management (backup, data integrity, archiving, etc.) and network security (maintaining secure network, network security components, firewalls and security related hardware and/or software). GE Healthcare shall not be responsible for any recovery of lost data or images.
- Designating a Customer employee (and an alternate) to act as Customer's Product administrator. Such employees will have the necessary technical knowledge and expertise to reasonably assist GE Healthcare technical personnel in performing Service, and will place service calls in accordance with those GE Healthcare protocols provided to Customer in writing.

9. End of Product Support Announcement (Non-GE Healthcare Product). Customer agrees to provide GE Healthcare with all information Customer receives regarding end of Product life announcements. Regardless of whether Customer provides GE Healthcare with proper notification from the OEM, GE Healthcare may, at its option, remove any end of life Product from the Product Schedule effective as of the end of Product life date announced by the OEM. Alternatively, the parties may agree to move such Product to a GE Healthcare end of life offering if such offering is available for the specific Product.

10. End of Support Announcement (GE Healthcare Product). If GE Healthcare announces to its customers that it will no longer offer support for a Product or component ("End of Life"), then upon at least twelve (12) months' prior written notice to Customer, GE Healthcare may, at its option, remove any such item from all GE Healthcare Agreements, with an appropriate adjustment of charges, without otherwise affecting such Agreements. GE Healthcare will use commercially reasonable efforts to continue its support obligations under the Agreement for any Product or component that is approaching its End of Life for as long as it is covered by the Agreement. Alternatively, the parties may agree to move such Product to a GE Healthcare end of life offering if such offering is available for the specific Product.

11. Connectivity (Applies Only to Products with InSite™ or iLinq™). Customer will provide GE Healthcare with access via connection validated by GE Healthcare for the Product such as an internet connection, VPN persistent access, 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. If Customer does not permit GE Healthcare to connect via a connection validated by GE Healthcare for the Product and the service representative must therefore be dispatched to the Customer site, then Customer will pay GE Healthcare at GE Healthcare's then-current standard applicable contract overtime rate for services performed by the service representative. Unless Customer specifically requests in writing that GE Healthcare disable the remote connection, the remote connection will continue to connect to Customer's Products following expiration of any Service Agreement. For Products not covered by a current Service Agreement, GE Healthcare disclaims any obligation to monitor such Products via a remote connection or advise Customer of any possible Product error or malfunction.

12. Return to Manufacturer Authorization ("RMA") / Repair Depot. If GE Healthcare, in its sole discretion, requires that Customer return Products for Service to the GE Healthcare Repair Depot, in lieu of GE Healthcare servicing on-site, such repair Service is included at no additional charge (excluding biomed, which may be charged). GE Healthcare will delete any patient data that is stored on compact systems returned to the GE Healthcare Repair Depot prior to sending the Product back to Customer. Customer is responsible for (i) backing up any information stored on the Products prior to shipment; and (ii) any damage incurred during shipment from Customer facility, to GE Healthcare Repair Depot. GE Healthcare will provide standard ground shipping on Products being returned from the GE Healthcare Repair Depot. If Customer requests expedited shipping on such Products, such costs and handling fees will be billed to Customer.

13. Exclusions. Unless expressly indicated on the Product Schedule, this Agreement does not cover:

- X-ray tubes, image intensifier tubes, chillers, detectors, crystals, probes, uninterruptible power supplies, user-replaceable parts and supplies (e.g., rubber and elastomer goods, such as breathing circuits, including filters, water traps, tubes, masks, and bags) user-replaceable cartridges, and cosmetic upgrades or any other parts used to correct/enhance the aesthetic appearance of the Product; GE Healthcare will charge Customer separately for such items;
- Batteries (for diagnostic imaging products only---batteries are excluded unless it requires machine disassembly AND are specified to be replaced on the OEM planned maintenance procedures);
- Any defect or deficiency (including failure to conform to Product specifications and/or documentation, as applicable) that results, in whole or in part, from any improper storage or handling, failure to maintain the Product in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Product 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, blood, bodily fluids, and other particles or debris;
- Payment or reimbursement of any facility costs arising from repair or replacement of the Product;
- Any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer;
- Expendable supply items;
- Stockpiling of replacement parts;
- Any non-GE Healthcare hardware or software that was not commercially available from the OEM on the date such hardware or software was installed, including but not limited to experimental and proprietary hardware or software;
- Service required under an OEM's warranty;
- Product upgrades, installations, certification surveys or Product relocation;
- Consultation, training or other assistance with Customer use, development, or modification of any items or materials, including software and protocols, not provided by GE Healthcare;
- Installation, including reusing existing facilities and temporary installation for testing, training, and other purposes;
- For MR systems, any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer or service to any water chiller systems supplied by Customer;
- Any GE Healthcare IT Products (as defined in the GE Healthcare General Terms and Conditions); and
- 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.

14. Existing Service Arrangements. If Customer has service arrangements with other vendors for any Product, or if any Product is covered by a non-GE Healthcare warranty, the terms and conditions of those arrangements or warranties are not altered in any way by this Service Agreement nor is GE Healthcare assuming any obligations under those arrangements or warranties. The terms and conditions of this Service Agreement do not apply to Products covered by such arrangements or warranties until the expiration or legally proper termination of such arrangements or warranties. Customer agrees to pursue proper avenues for expeditious and legally permissible termination of any such service arrangements and not to take any steps to cause the premature termination of any such warranties. Products covered by another agreement as of the commencement date of this Service Agreement will be added to this Service Agreement on the day following the expiration of such other existing agreement. If Customer enters into a service arrangement with another vendor for any Product after signature of this Service Agreement, Customer shall either modify such agreement to commence after expiration of this Service Agreement, or terminate such other agreement promptly. If any Product is covered by a GE Healthcare warranty, the terms and conditions of the GE Healthcare warranty shall apply, but GE Healthcare reserves the right at its sole discretion to commence certain additional services or engage certain additional tools under this Service Agreement in preparation for warranty expiration at no additional cost to Customer.

15. Hourly Billed Services. Any services performed by GE Healthcare at the direction of Customer that are not covered by this Service Agreement are hourly-billed services and shall have a two (2) hour minimum requirement.

16. Updates and Upgrades. Any software "Update" shall be provided to Customer at no charge during the term of this Service Agreement. Any software "Upgrade" will be made available at GE Healthcare's then-current list price for the Upgrade at the time of its release, less any negotiated discount, if applicable. If Customer purchases any hardware or software Upgrade during the term of this Service Agreement, the Service price for such Product may be increased by GE Healthcare commensurate with such Upgrade upon prior written notice to Customer.

An "Update" is a change in the software that provides error corrections and/or enhances the functionality of a current software release. An update does not involve major changes or provide significant, new functional capabilities or applications, or changes to the software architecture or file structure. Updates may be identified by a number to the right of the first or second decimal point, such as x.1 or x.y.1.

An "Upgrade" is a change in the software that provides new functional capabilities or applications, enhancements and/or major changes to the software architecture or file structure along with the latest error corrections. Upgrades may be identified by a release number that is to the left of the first decimal point, such as 1.x.

17. Agency. Customer designates GE Healthcare as its duly authorized agent to act on Customer's behalf to conduct the following business matters: (a) negotiate and enter into service agreements for the Products covered in this Service Agreement; (b) obtain service support, parts, parts pricing, technical information (including manuals, software, etc.), service histories, and time and material cost for the Products covered in this Service Agreement; and (c) obtain or develop and negotiate and enter into training agreements for the Products covered in this Service Agreement. At GE Healthcare's request, the parties shall enter into a letter of agency covering the terms set forth in this section.

18. Product Specific Schedules

18.1. Tube Support Specific Terms (Excluding C-Arms).

18.1.1. GE Healthcare Responsibilities: GE Healthcare will provide, on an exchange basis, tubes GE Healthcare normally sells to replace failed tubes in Customer's Product. As part of this Service, GE Healthcare will perform a basic Product inspection to verify the overall operation of the Product.

18.1.2. Customer Responsibilities: Customer will: (a) maintain a Product maintenance and repair program, including tube warm up, strictly in accordance with written planned maintenance and repair requirements GE Healthcare provides to Customer; (b) repair the Product only with repair parts that meet GE Healthcare's repair part specifications; and (c) protect the Product configuration against alteration except as authorized in writing by GE Healthcare or performed by GE Healthcare or GE Healthcare's contractor. An operating tube of Customer's will already be in the Product when the term of this Agreement begins. No credit will be provided to Customer for its operating tube; there will be no charge to Customer for the tube in the Product at the end of this Agreement.

18.2. MR Specific Terms.

18.2.1. Magnet Maintenance for MR Systems with Lhe/Ln and Shield Cooler Configured Magnets and Condenser Configured Magnets (K4 Technology). The following terms apply if Magnet maintenance coverage is indicated on the Product Schedule:

18.2.1.1. GE Healthcare Responsibilities: (a) Adjust, repair, or replace, at GE Healthcare's option, covered components (MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils); (b) Monitor the level of cryogen within the magnet's cryostat, based on Customer's cryostat meter readings; (c) Perform cryostat vacuum re-pumping at intervals OEM deems appropriate; and (d) Perform magnetic field homogeneity adjustments to the extent required by a magnet ramping and/or covered component adjustment, repair, or replacement.

18.2.1.2. Customer Responsibilities: (a) Ensure that any cryo-cooler system of the Product (including those in vans or trailers in transit) is in operation at all times and that GE Healthcare is immediately notified if it is not; and (b) Ensure that the water chiller system used in conjunction with the cryo-cooler system of the Product (including those in vans or trailers in transit) is in operation at all times and suitably maintained.

18.2.2. Magnet Maintenance for MR Systems With Permanent Magnets. If indicated on the Product Schedule, GE Healthcare will perform magnetic field homogeneity adjustments to the extent required by a covered component adjustment, repair, or replacement.

18.2.3. Cryogen Coverage for all MR systems. The following terms apply if indicated on the Product Schedule:

18.2.3.1. GE Healthcare Responsibilities: (a) Refill the cryostat with cryogen as necessary; (b) Schedule the delivery of cryogen to the site; and (c) Transfer cryogen to the Product's cryostat. Unless otherwise agreed, cryogen transfill service will occur between 9:00 PM and 6:00 AM local time. GE Healthcare is not liable for any loss of cryogen during transfer to the cryostat and makes no representation regarding transfer efficiency.

18.2.3.2. Customer Responsibilities: (a) Inform GE Healthcare in writing of Customer designated cryogen representative for the delivery of cryogen to the site, authorize Customer designated cryogen representative to act with Customer's full authority to provide GE Healthcare accurate cryostat meter readings and receive notifications from GE Healthcare relative to cryogen quantity and delivery schedules (for Lhe/Ln and shield cooler configured magnets only); and (b) Provide an appropriate delivery dock and storage facility.

18.2.4. Remote Magnet Monitoring for non-GE Healthcare Systems. The following terms apply if indicated on the Product Schedule:

18.2.4.1. GE Healthcare Responsibilities: (a) Remotely monitor operating parameters of the MR magnet refrigeration system; (b) Automatically initiate communication with a GE Healthcare field engineer based on defined alert notification protocol; and (c) Oversee installation of remote monitoring hardware and maintain such hardware during the Service Agreement.

18.2.4.2. Customer Responsibilities: Provide power and remote connectivity as needed for remote magnet monitoring solution.

18.2.5. Cryogen Cost Increases. In the event that GE Healthcare's cost for cryogen increases or decreases by more than fifteen percent (15%), as measured against GE Healthcare's cost as of the effective date of this Agreement or the cost to GE Healthcare on the date of the most recent adjustment, if any, GE Healthcare may increase or decrease Customer's Normal Fixed Charges under this Agreement in an amount equal to such cost increase or decrease upon no less than sixty (60) days' prior written notice to Customer.

18.3. Cyclotron Specific Terms.

18.3.1. If requested by GE Healthcare, Customer will remove targets prior to commencement of any Service. Customer shall also be responsible to replace the targets after completion of Service. These targets will be placed in an appropriately shielded area/container during Service operations.

18.3.2. Prior to any Planned Maintenance, Customer will provide at least twenty-four (24) hours of downtime.

18.3.3. GE Healthcare reserves the right to not enter areas with dose rates in excess of 2 mSv/hr.

18.3.4. Customer shall ensure that a Customer representative is available within the building/working area during Service.

18.3.5. Customer shall perform contamination checks on all GE Healthcare personnel and their tools, etc. after completion of Service.

18.3.6. In addition to the not-to-exceed dose rate of 2 mSv/hr, other radiation exposure limits may apply to Service activities, including daily or personal cumulative dose limits as well as local requirements, which could prevent servicing of the cyclotron until radiation levels are further reduced. In particular, GE Healthcare representatives will work in accordance with GE Healthcare Health and Safety rules including assessment and management of radiation dose to follow As Low As Reasonably Achievable ("ALARA") standards. Customer agrees to support such reasonable ALARA efforts to maintain exposures to radiation as far below the dose limits specified by GE Healthcare ALARA guidelines as possible, consistent with the need for servicing the equipment.

Section 4.

Forms

Welch Community Hospital



CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

GE Healthcare
(Company)



Rich Reidy, Healthcare Services Account Manager
(Authorized Signature) (Representative Name, Title)

(Phone Number) (Fax Number) (Date)

GE Healthcare's signature only indicates that it has responded to this bid proposal. Final terms and conditions shall be negotiated in good faith by the parties in accordance with GE Healthcare's opening bid response.

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid.
I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information is used in writing and added to the specifications by an official addendum is binding.

GE Healthcare
Company

Rich Reid
Authorized Signature

September 29, 2015
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: *Rich Reidy* _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

Section 5.

Exhibits

Welch Community Hospital



HOURLY BILLED RATES - GE AND MV DIAGNOSTIC IMAGING SERVICE - BY PRODUCT LINE								
GE Confidential and Proprietary								
Pittsburgh LCT, Detroit LCT, St. Louis/Kansas LCT GE & NON-GE DIAGNOSTIC IMAGING	HIGH: ■ GE CT MULTISLICE ■ NON-GE CT ■ GE MR: ALL SYSTEMS (INCLUDING ONI) NOT INDICATED IN MID-TIER CATEGORY ■ NON-GE MR ■ PET ■ VASCULAR ■ PCI	MID: ■ GE CT SINGLE SLICE ■ GE MR: LX, EXOTIC, CVI, PROFILE, 4H / 5K ■ NUCLEAR ■ DIGITAL MR (Included P500C) ■ WORKSTATIONS	LOW: ■ NON-DIGITAL X-RAY ■ UPS ■ CR	DEC	ULTRASOUND	LUNAR	■ ORTHOPEDIC (EXTREMITY) ■ MRE-SCAN, C-SCAN ■ ARTOSCAN Note: ONI Extremity systems are HIGH tier	INVASIVE CARDIOLOGY
	I. HOURLY BILLED SERVICE (HBS)							
STRAIGHT TIME (A)	\$553	\$457	\$292	\$349	GE = \$306 Non-GE = \$248	\$306	\$284	\$520
OVERTIME (B)	\$827	\$684	\$440	\$525	GE = \$459 Non-GE = \$372	\$459	\$425	\$782
SUNDAYS AND HOLIDAYS (C)	\$1,045	\$876	\$573	\$698	GE = \$611 Non-GE = \$496	\$611	\$515	\$1,040
II. SERVICE TO EQUIPMENT UNDER CONTRACT OR DURING WARRANTY PERIOD								
DURING NORMAL (D)	N/A	N/A	N/A	N/A	*\$145	N/A	N/A	373
OUTSIDE COVERAGE AND NORMAL HOURS AND SATURDAY (E)	\$335	\$273	\$191	\$176	\$220	\$218	\$203	\$559
SUNDAYS AND HOLIDAYS (F)	\$505	\$407	\$283	\$349	\$330	\$334	\$308	\$746
DEFINITIONS: (A) STRAIGHT TIME IS DEFINED AS HBS SERVICE FROM 8AM TO 5PM MONDAY THRU FRIDAY (B) OVERTIME IS DEFINED AS HBS SERVICE FROM 5PM TO 8AM MONDAY THRU FRIDAY AND ALL DAY SATURDAY (C) DOUBLE TIME IS DEFINED AS HBS SERVICE ON SUNDAYS AND HOLIDAYS (D) NORMAL TIME IS DEFINED AS HBS SERVICE FROM 8AM TO 5PM MONDAY THRU FRIDAY * ST Rates are to be used for service performed during normal contracted hrs but out of contractual delivery terms. Please use travel and labor manual charge protocol. TRAVEL HOURS: Charge travel time at the same rate charged for time spent on the customer's premises TRAVEL EXPENSE: ACTUAL TRAVEL EXPENSE FOR AIR FARE IS TO BE ASSESSED. IF TRAVEL IS BY AUTOMOBILE, THERE IS NO MILEAGE CHARGE. HOWEVER, SITE SPECIFIC CHARGES FOR PARKING, TOLLS, ETC. SHOULD BE ASSESSED. GENERAL: ABOVE RATES SPECIFIC FOR GE DIAGNOSTIC IMAGING SERVICES. A MINIMUM TWO HOUR LABOR CHARGE WILL BE APPLICABLE FOR ALL DIAGNOSTIC IMAGING HBS ACTIVITY. SERVICE FOR EQUIPMENT UNDER CONTRACT OR WARRANTY WILL USE (D), (E) OR (F) ACCORDINGLY. SERVICE FOR EQUIPMENT NOT UNDER CONTRACT WILL USE (A), (B), OR (C) ACCORDINGLY. FMIS WILL BE CHARGED AT THE EQUIVALENT HBS RATE USING (A), (B), OR (C) ABOVE. FOR HCIT LABOR RATES, the HCIT Service Portal web site at: https://enqaqa.gehealthcare.com/welcome								

HOURLY BILLED RATES - BIOMEDICAL - BY PRODUCT LINE						
GE Confidential and Proprietary						
Contract	TIME PERIOD OF SERVICE WORK					
	8-5 M-F	AFTER 5 PM M-F	SATURDAY	SUNDAYS	HOLIDAYS	
BIOMED	\$167	\$237	\$237	\$307	\$307	
BIOMED - High End	\$295	\$425	\$425	\$560	\$560	
Sterilizers	\$180	\$260	\$260	\$335	\$335	
Anesthesia	\$300	\$450	\$450	\$595	\$595	
Resp./Ventilators and Monitoring	\$230	\$330	\$330	\$430	\$430	
Lab Analyzer	\$240	\$365	\$365	\$475	\$475	
LASER (PER CALL)	\$990	\$1,470	\$1,470	\$1,955	\$1,955	
LASER (HOURLY)	\$250	\$365	\$365	\$475	\$475	
Non-Contract	TIME PERIOD OF SERVICE WORK					
	8-5 M-F	AFTER 5 PM M-F	SATURDAY	SUNDAYS	HOLIDAYS	
BIOMED	\$189	\$269	\$269	\$351	\$351	
BIOMED - High End	\$345	\$510	\$510	\$670	\$670	
Sterilizers	\$210	\$300	\$300	\$390	\$390	
Anesthesia	\$435	\$655	\$655	\$865	\$865	
Resp./Ventilators and Monitoring	\$340	\$515	\$515	\$685	\$685	
Lab Analyzer	\$270	\$395	\$395	\$520	\$520	
LASER (PER CALL)	\$1,070	\$1,590	\$1,590	\$2,115	\$2,115	
LASER (HOURLY)	\$270	\$395	\$395	\$520	\$520	
TRAVEL HOURS: CHARGE TRAVEL TIME AT THE SAME RATE CHARGED FOR TIME SPENT ON THE CUSTOMER'S PREMISES GENERAL: A MINIMUM TWO HOUR LABOR CHARGE WILL BE APPLICABLE FOR ALL BIOMEDICAL HBS ACTIVITY.						

