



**REGULAR MEETING OF THE FACILITIES AND FINANCE COMMITTEE
SAN BENITO HEALTH CARE DISTRICT
911 SUNSET DRIVE, HOLLISTER, CALIFORNIA
MONDAY, JANUARY 19, 2026 - 4:30 P.M.
SUPPORT SERVICES BUILDING, 2ND FLOOR – GREAT ROOM**

San Benito Health Care District is a public agency that serves as a responsive, comprehensive health care resource for its patients, physicians and the community.

1. Call to Order
2. Update on Current Projects
 - Project Dashboard – December 2025
3. Review Financial Updates
 - Financial Statements – December 2025
 - Finance Dashboard – December 2025
 - Supplemental Payments – December 2025
 - Updated Cashflow Budget FY 2026
4. Consider Recommendation for Board Approval of Purchase of Digital Mobile Ergo C-Arm ESP (Expanded Surgical Platform).
 - Report
 - Committee Questions
 - Motion/Second
5. Public Comment

This opportunity is provided for members of the public to make a brief statement, not to exceed three (3) minutes, on matters within the jurisdiction of this District Board **Committee**, which are not on this agenda.
6. Adjournment

The next Facilities and Finance Committee meeting is scheduled for **Monday, February 23, 2026 at 4:30 p.m.**

The complete Facilities and Finance Committee packet, including subsequently distributed materials and presentations, is available at the Facilities and Finance Committee meeting and in the Administrative Offices of the District. All items appearing on the agenda are subject to action by the Facilities and Finance Committee. Staff and Committee recommendations are subject to change by the Facilities and Finance Committee.

Notes: Requests for a disability-related modification or accommodation, including auxiliary aids or services, to attend or participate in a meeting should be made to District Administration during regular business hours at 831-636-2673. Notification received 48 hours before the meeting will enable the District to make reasonable accommodations.

JAN 2026 Project Dashboard - Facilities

Project Name	Purpose	Start Date	Go Live	Duration	Status	Priority	Key Stakeholder	Role	Update
BD Installation	New Pyxis Machines	12/4/2024	TBD		In Progress	Medium	Naveen Ravela	Pharmacy Director	Vendor scheduled to be onsite week of 1/12 and x-ray scan the floors for team to prepare for installation
Lab Phase 1	Upgrading Analyzers (Validation Only)	6/1/2024	4/1/2026	669	In Progress	High	Bernadette Enderez	Lab/Radiology Director	Currently on 85% of the validation process. (project will not officially close out until Lab Phase 2 is completed and ready analyzers to move to permanent location)
Lab Phase 2	Analyzer Replacement	6/3/2024	4/1/2026	667	In Progress	High	Bernadette Enderez	Lab/Radiology Director	Schedule extended until April. Still pending electrical panel MOP, abate for phase 2b.
OR Rebuild	Updating OR per OSHPD Requirements	11/20/2024	12/31/2025	406	In Progress	High	Mendi Suber-Ventura	Director of Surgical Services	Pending internal investigation for smaller/cheaper part replacement to see if sufficient fix. Also need CDPH guidance.

JAN 2026 Project Dashboard - Facilities

Sterilizer Replacement	Installation of new AMSCO 400 48 SD equipment for Sterile Processing Department	9/16/2025	TBD	Mendi Suber-Ventura	Director of Surgical Services	Initial 50% Construction Documents submitted to HCAI (project # S252045-35-00). Advertisement for bid process to begin end of JAN or first week of FEB.
Seismic	Upgrade to Meet HCAI Seismic Compliance & Safety Standards			Jorge Ramirez	Director of Emergency Management; Security; Life Safety; EVS; Engineering	Compliance plan successfully submitted before the 1/1/26 deadline. HCAI grant application submitted & Seismic Extension application to extend work to be completed 2033.
	*Imaging Trailer Pad Make Ready	Treasnor to help when MP starts	10/1/2025	TBD	In Progress	Bernadette Enderez
Verkada	Security / SSO + Door Access	3/11/2025	TBD	In Progress	Jorge Ramirez	Director of Emergency Management; Security; Life Safety; EVS; Engineering
HUGS/Securitas	Infant Security	4/12/2024	TBD	In Progress	Jac Fernandez	Contract issued to The Core Group to start construction. Planning for kickoff meeting week of 1/12/26
						Vendor onsite 1/12 to start cabling requirements for the W.C. Estimated 2-4 weeks of work before Securitas can perform location optimization.

JAN 2026 Project Dashboard - Facilities

Project Overview		Project Status		Project Manager		Project Risk		Project Timeline		Project Impact	
Project Name	Description	Priority	Progress	Name	Role	Impact	Probability	Start Date	End Date	Completion %	Impact Score
ED Helipad	System is an AFFF system and no longer allowed in CA. Is required to be phased out due to being a hazardous chemical.	High	In Progress	Jorge Ramirez	Director of Emergency Management; Security; Life Safety; EVS; Engineering	Medium	Medium	4/1/2025	4/1/2026	100%	(E) Emergency HCAI project demolition/skid removal was completed 1/2/6. Pending final sign off. Regular (S) project has been submitted. Construction will start after HCAI approval.
Focus Sports Therapy	Rennovate and expand Focus sports therapy clinic	Medium	In Progress	Jorge Ramirez	Director of Emergency Management; Security; Life Safety; EVS; Engineering	Medium	Medium	7/1/2025	TBD	100%	Working with architects on schematic design.
Totals											
Task Status %		Count		%		Estimated Go-Live		Planned Go-Live			
Status		Count									
Not Started		0		0%							
In Progress		10		91%							
Overdue		0		0%							
On Hold		0		0%							
Ongoing		1		9%							
Completed		0		0%							
TOTAL		11		100%							
Project Priority %		Count		%							
Priority		Count									
High		8		73%							
Medium		3		27%							
Low		0		0%							
TOTAL		11		100%							



San Benito Health Care District

San Benito Health Care District

A Public Agency
911 Sunset Drive
Hollister, CA 95023-5695
(831) 637-5711

January 19, 2026

CFO Financial Summary for the District Board:

For the month ending December 31, 2025, the District's Net Surplus (**Loss**) is \$2,331,831 compared to a budgeted Surplus (**Loss**) of \$517,026. The District exceeded the budget for the month by \$1,814,805.

YTD as of December 31, 2025, the District's Net Surplus (**Loss**) is \$7,326,968 compared to a budgeted Surplus (**Loss**) of \$5,965,472. The District is exceeding its budget YTD by \$1,361,496.

Acute discharges were 153 for the month, exceeding budget by 10 discharges, 7%. The ADC was 14.77 compared to a budget of 12.87. The ALOS was 2.99. The acute I/P gross revenue exceeded the budget by **\$1.03 million** or 16% while O/P services gross revenue exceeded the budget by **\$2.06 million** or 7%. ER I/P visits were 109 and ER O/P visits were under budget by 135 visits or 6%. The RHCs & Specialty Clinics treated 3,416 (includes 523 visits at the Diabetes Clinic) and 1,062 visits respectively.

Other Operating revenue exceeded budget by **\$847,452** due mainly to:

- 1) \$204,992 in DSH payments.
- 2) Additional accruals for various supplemental payments.

Operating Expenses were under budget by **\$14,541** due mainly to: overages in Registry of \$185,978 and Professional Fees of \$119,575 being offset by savings in Employee Benefits of \$163,473 from health insurance costs and Salaries & Wages Expense of \$215,261.

Non-operating Revenue was exceeded the budget by **\$109,770** due to the timing of donations from the Foundation.

The SNFs ADC was **87.65** for the month. The Net Surplus (**Loss**) is \$922,074 compared to a budget of \$100,082. YTD, the Net Surplus (**Loss**) is \$1,596,462 exceeding the budget by \$985,575.

ELIZEL LANKINS MEMORIAL HOSPITAL - CONTINUED
BOLISTER, CA 95023
FOR PERIOD 12/31/25

	CURRENT MONTH			YEAR-TO-DATE			
	ACTUAL 12/31/25	BUDGET 12/31/25	POS/NEG VARIANCE	PERCENT VARIANCE	BUDGET 12/31/25	POS/NEG VARIANCE	PERCENT VARIANCE
GROSS PATIENT REVENUE:							
ACUTE ROUTINE REVENUE	3,923,550	3,090,137	833,413	27	2,853,075	21,711,183	20,197,605
SHIP ROUTINE REVENUE	2,124,163	2,092,500	31,663	2	2,074,440	12,755,308	12,420,000
ANCILLARY INPATIENT REVENUE	3,881,955	3,725,857	156,098	4	3,672,245	23,526,241	25,699,877
HOSPITALIST\PEDS I\P REVENUE	215,844	0	215,844	0	1,103,037	0	1,103,037
TOTAL GROSS INPATIENT REVENUE	10,145,512	8,908,494	1,237,018	14	8,599,760	59,095,968	58,317,482
ANCILLARY OUTPATIENT REVENUE	31,137,338	29,184,636	1,952,702	7	28,970,378	184,933,308	182,796,874
HOSPITALIST\PEDS O\P REVENUE	104,281	0	104,281	0	667,095	0	667,095
TOTAL GROSS OUTPATIENT REVENUE	31,241,619	29,184,636	2,056,983	7	28,970,378	185,660,403	182,796,874
TOTAL GROSS PATIENT REVENUE	41,387,130	38,093,130	3,294,000	9	37,570,138	244,756,371	241,114,356
DEDUCTIONS FROM REVENUE:							
MEDICARE CONTRACTUAL ALLOWANCES	11,269,427	10,224,800	1,044,627	10	9,877,757	68,825,226	64,882,585
HMO-CAL CONTRACTUAL ALLOWANCES	10,532,333	9,689,005	843,328	9	9,874,142	64,859,211	61,550,267
BAD DEBT EXPENSE	1,130,088	967,190	162,698	17	942,154	4,691,627	6,058,644
CHARITY CARE	80,111	29,301	50,810	173	12,178	337,214	186,263
OTHER CONTRACTUALS AND ADJUSTMENTS	4,899,032	4,531,008	368,014	8	4,456,866	30,235,931	28,788,713
HOSPITALIST\PEDS CONTRACTUAL ALLOWANCES	31,042	0	31,042	0	155,611	0	155,611
TOTAL DEDUCTIONS FROM REVENUE	27,942,023	25,441,504	2,500,519	10	25,163,097	161,114,821	161,466,472
NET PATIENT REVENUE	13,445,108	12,651,626	793,482	6	12,407,041	75,661,551	79,647,884
OTHER OPERATING REVENUE	2,120,911	1,273,459	847,452	67	733,046	12,010,070	7,102,696
NET OPERATING REVENUE	15,566,018	13,925,085	1,640,933	12	13,140,087	87,651,620	86,750,580
OPERATING EXPENSES:							
SALARIES & WAGES	5,344,250	5,613,016	(268,766)	(5)	4,843,648	32,077,304	33,190,913
REGISTRY	720,616	525,384	195,252	37	497,441	3,925,279	3,152,306
EMPLOYEE BENEFITS	2,164,870	2,315,304	(210,135)	(9)	1,992,929	14,136,542	14,577,912
PROFESSIONAL FEES	1,764,069	1,664,784	119,285	7	1,745,397	10,631,372	9,868,324
SUPPLIES	1,305,089	1,228,200	77,889	6	1,166,564	7,685,294	7,670,463
PURCHASED SERVICES	1,353,346	1,372,736	(19,390)	(11)	1,288,247	8,033,433	8,153,509
RENTAL	218,405	169,755	48,650	29	167,063	1,083,607	1,018,530
DEPRECIATION & AMORT	348,019	315,203	32,816	10	319,742	2,021,682	1,891,218
INTEREST	8,166	19,588	(11,422)	(58)	6,392	99,013	118,375
OTHER	439,824	528,105	(28,281)	(15)	429,033	3,162,406	3,445,854
TOTAL EXPENSES	13,727,673	13,791,775	(64,102)	(11)	12,427,054	82,056,012	83,087,404
NET OPERATING INCOME (LOSS)	1,838,345	133,310	1,705,035	1,279	713,033	4,795,608	3,663,176

NAME: HAWKINS MEMORIAL HOSPITAL - COMBINED
 BOLINGER, CA 95023
 FOR PERIOD 12/31/25

	ACTUAL		BUDGET		CURRENT MONTH		PRIOR YR		ACTUAL		BUDGET		YEAR-TO-DATE		
	12/31/25	12/31/25	12/31/25	12/31/25	POS/NEG VARIANCE	PERCENT VARIANCE	12/31/24	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 12/31/24
NON-OPERATING REVENUE\EXPENSE:															
DONATIONS	133,127	20,000	113,127	566	0	241,122	353,027	120,000	233,027	194	74,889				
PROPERTY TAX REVENUE	248,134	248,134	0	0	0	1,490,604	1,490,604	0	0	0	1,446,732				
GO BOND PROP TAXES	181,114	181,114	0	0	0	175,915	1,086,682	1,086,682	1,086,682	(3)	0	1,055,489			
GO BOND INT REVENUE\EXPENSE	(61,114)	(61,114)	0	0	0	(65,081)	(566,682)	(366,682)	(366,682)	3	0	(390,489)			
OTHER NON-OPER REVENUE	16,100	16,399	(299)	(2)	15,866	94,165	98,394	(4,229)	(4,229)	(4)	95,709				
OTHER NON-OPER EXPENSE	(23,162)	(22,742)	(428)	2	(27,461)	(136,645)	(136,452)	(133)	(133)	0	(166,871)				
INVESTMENT INCOME	(1,013)	1,625	(2,638)	(162)	(3,690)	10,208	9,750	458	458	5	6,054				
COLLABORATION CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0	0				
TOTAL NON-OPERATING REVENUE/ (EXPENSE)	493,486	383,716	109,770	29	336,272	2,531,359	2,302,296	229,063	229,063	10	2,121,513				
NET SURPLUS (LOSS)	2,331,831	517,026	1,814,805	351	1,049,305	7,326,968	5,965,472	1,361,496	1,361,496	23	8,898,739				
EBIDA	\$ 2,583,012	\$ 734,971	\$ 1,848,041	251,444	\$ 1,286,073	\$ 8,765,295	\$ 7,273,142	\$ 1,492,153	\$ 1,492,153	20,51%	\$ 10,316,739				
EBIDA MARGIN	16.59%	5.28%	11.32%	214.39%	9.79%	10.00%	8.38%	1.62%	1.62%	19.27%	12.58%				
OPERATING MARGIN	11.81%	0.96%	10.85%	1,133.66%	5.43%	5.4%	4.22%	1.25%	1.25%	29.56%	8.26%				
NET SURPLUS (LOSS) MARGIN	14.98%	3.71%	11.27%	303.46%	7.99%	8.36%	6.88%	1.48%	1.48%	21.55%	10.85%				

HAZEL HAWKINS MEMORIAL HOSPITAL
 HOLLISTER, CA
 For the month ended 12/31/25

	CURR MONTH 12/31/25	PRIOR MONTH 11/30/25	POS/NEG VARIANCE	PERCENTAGE VARIANCE	PRIOR YR 06/30/25
CURRENT ASSETS					
CASH & CASH EQUIVALENT	42,001,600	40,373,180	1,628,420	4	46,670,217
PATIENT ACCOUNTS RECEIVABLE	67,843,853	66,292,346	1,551,507	2	66,556,290
BAD DEBT ALLOWANCE	(6,138,977)	(6,054,999)	(83,978)	1	(7,062,672)
CONTRACTUAL RESERVES	(40,510,534)	(39,268,554)	(1,241,980)	3	(40,404,377)
OTHER RECEIVABLES	9,397,125	12,269,443	(2,872,318)	(23)	4,952,401
INVENTORIES	5,032,572	5,011,606	20,965	0	4,981,471
PREPAID EXPENSES	2,748,231	2,614,086	134,145	5	2,599,584
DUUE TO\FROM THIRD PARTIES	(181,860)	(181,860)	0	0	(181,860)
TOTAL CURRENT ASSETS	80,192,012	81,055,250	(863,239)	(1)	78,111,054
ASSETS WHOSE USE IS LIMITED	=====	=====	=====	=====	=====
BOARD DESIGNATED FUNDS	7,634,354	6,599,270	1,035,084	16	5,666,884
TOTAL LIMITED USE ASSETS	7,634,354	6,599,270	1,035,084	16	5,666,884
PROPERTY, PLANT, AND EQUIPMENT	=====	=====	=====	=====	=====
LAND & LAND IMPROVEMENTS	3,370,474	3,370,474	0	0	3,370,474
BLDG'S & BLDG IMPROVEMENTS	100,124,163	100,124,163	0	0	100,098,374
EQUIPMENT	48,051,255	47,687,636	363,619	1	46,216,122
CONSTRUCTION IN PROGRESS	6,643,561	5,757,515	886,046	15	4,324,809
GROSS PROPERTY, PLANT, AND EQUIPMENT	158,189,454	156,939,789	1,249,665	1	154,009,779
ACCUMULATED DEPRECIATION	(100,504,323)	(100,141,391)	(362,931)	0	(98,393,920)
NET PROPERTY, PLANT, AND EQUIPMENT	57,685,131	56,798,397	886,734	2	55,615,859
OTHER ASSETS	=====	=====	=====	=====	=====
UNAMORTIZED LOAN COSTS	292,765	298,507	(5,742)	(2)	327,215
PENSION DEFERRED OUTFLOWS NET	5,277,892	5,277,892	0	0	5,277,892
TOTAL OTHER ASSETS	5,570,657	5,576,399	(5,742)	0	5,605,107
TOTAL UNRESTRICTED ASSETS	151,082,153	150,029,316	1,052,838	1	144,998,904
RESTRICTED ASSETS	128,348	128,295	53	0	127,208
TOTAL ASSETS	151,210,501	150,157,611	1,052,890	1	145,126,112

HAZEL HAWKINS MEMORIAL HOSPITAL
 HOLLISTER, CA
 For the month ended 12/31/25

	CURR MONTH 12/31/25	PRIOR MONTH 11/30/25	POS/NEG VARIANCE	PERCENTAGE VARIANCE	PRIOR YR 06/30/25
CURRENT LIABILITIES					
ACCOUNTS PAYABLE	6,841,683	7,398,654	556,971	(8)	6,221,841
ACCURRED PAYROLL	4,141,119	3,524,903	(616,216)	18	3,467,229
ACCURRED PAYROLL TAXES	271,933	183,910	(88,023)	48	257,552
ACCURRED BENEFITS	4,813,062	4,503,647	(309,416)	7	5,074,320
OTHER ACCRUED EXPENSES	37,741	43,406	5,665	(13)	80,907
PATIENT REFUNDS PAYABLE	4,388	1,310	(3,078)	235	1,310
DUE TO\FROM THIRD PARTIES	4,339,018	4,339,021	3	0	5,056,186
OTHER CURRENT LIABILITIES	706,441	1,204,034	497,593	(41)	777,080
TOTAL CURRENT LIABILITIES	21,155,385	21,198,884	43,499	0	20,936,425
LONG-TERM DEBT					
LEASES PAYABLE	4,757,602	4,764,576	6,974	0	4,799,273
BONDS PAYABLE	28,363,761	28,392,281	28,520	0	28,534,881
TOTAL LONG TERM DEBT	33,121,362	33,156,857	35,494	0	33,334,154
OTHER LONG-TERM LIABILITIES					
DEFERRED REVENUE	0	0	0	0	0
LONG-TERM PENSION LIABILITY	24,688,121	25,888,121	1,200,000	(5)	25,888,121
TOTAL OTHER LONG-TERM LIABILITIES	24,688,121	25,888,121	1,200,000	(5)	25,888,121
TOTAL LIABILITIES	78,964,868	80,243,862	1,278,994	(2)	80,158,700
NET ASSETS:					
UNRESTRICTED FUND BALANCE	64,915,019	64,915,019	0	0	64,817,839
RESTRICTED FUND BALANCE	100,826	100,773	(53)	0	149,573
NET REVENUE/ (EXPENSES)	7,229,788	4,897,957	(2,331,831)	48	0
TOTAL NET ASSETS	72,245,633	69,913,749	(2,331,884)	3	64,967,412
TOTAL LIABILITIES AND NET ASSETS	151,210,501	150,157,611	(1,052,890)	1	145,126,112



San Benito Health Care District
 Hazel Hawkins Memorial Hospital
 DECEMBER 2025

Description	MTD Budget	MTD Actual	YTD Actual	YTD Budget	FYE Budget
Average Daily Census - Acute	12.87	14.77	14.02	14.44	15.00
Average Daily Census - SNF	90.00	87.65	87.72	90.00	90.00
Acute Length of Stay	2.79	2.99	2.80	2.80	2.80
ER Visits:					
Inpatient	179	109	720	846	1,638
Outpatient	2,368	2,233	13,060	13,081	27,053
Total	2,547	2,342	13,780	13,927	28,691
Days in Accounts Receivable	50.0	52.2	52.2	50.0	50.0
Productive Full-Time Equivalents	575.17	536.96	510.62	575.17	575.17
Net Patient Revenue	12,651,626	13,445,108	75,641,551	79,647,884	157,730,532
Payment-to-Charge Ratio	33.2%	32.5%	30.9%	33.0%	32.4%
Medicare Traditional Payor Mix	28.02%	32.28%	29.76%	29.29%	28.71%
Commercial Payor Mix	23.54%	22.49%	22.88%	22.67%	23.36%
Bad Debt % of Gross Revenue	2.50%	2.74%	1.92%	2.50%	2.53%
EBIDA EBIDA %	734,971 5.28%	2,583,012 16.59%	8,765,295 10.00%	7,273,142 8.38%	13,769,729 7.98%
Operating Margin	0.96%	11.81%	5.47%	4.22%	3.79%
Salaries, Wages, Registry & Benefits %: by Net Operating Revenue by Total Operating Expense	61.14% 61.73%	52.87% 59.95%	57.20% 60.51%	58.70% 61.29%	59.06% 61.39%
Bond Covenants:					
Debt Service Ratio - 1.25	4.71	16.56	9.37	7.77	7.36
Current Ratio - 1.50	2.00	3.79	3.79	2.00	2.00
Days Cash on hand - 30.00	90.70	95.45	95.45	90.70	110.00
Met or Exceeded Target					
Within 10% of Target					
Not Within 10%					

Statement of Cash Flows
Hazel Hawkins Memorial Hospital
Hollister, CA
Sixth month ending December 31, 2025

	CASH FLOW		COMMENTS
	Current Month <u>12/31/2025</u>	Year-To-Date <u>12/31/2025</u>	
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net Income (Loss)	\$2,331,831	\$7,326,968	
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:			
Depreciation	382,931	2,110,402	
(Increase)/Decrease in Net Patient Accounts Receivable	(225,549)	(2,105,101)	
(Increase)/Decrease in Other Receivables	2,872,318	(4,445,187)	
(Increase)/Decrease in Inventories	(20,965)	(5,101)	
(Increase)/Decrease in Pre-Paid Expenses	(134,145)	(148,648)	
(Increase)/Decrease in Due From Third Parties	0	0	
Increase/(Decrease) in Accounts Payable	(558,971)	620,303	
Increase/(Decrease) in Notes and Loans Payable	0	0	
Increase/(Decrease) in Accrued Payroll and Benefits	1,013,654	335,780	
Increase/(Decrease) in Accrued Expenses	(5,665)	(43,165)	
Increase/(Decrease) in Patient Refunds Payable	3,078	3,078	
Increase/(Decrease) in Third Party Advances/ Liabilities	(3)	(711,174)	
Increase/(Decrease) in Other Current Liabilities	(497,593)	20,598	Semi-Annual Int. - 2005 GO & 2021 Revenue Bonds
Net Cash Provided by Operating Activities:	<u>2,811,090</u>	<u>(4,420,215)</u>	
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of Property, Plant and Equipment	(1,249,665)	(4,179,675)	
(Increase)/Decrease in Limited Use Cash and Investments	0	0	
(Increase)/Decrease in Other Assets	(1,035,084)	(1,987,470)	
Net Cash Used by Investing Activities	<u>5,742</u>	<u>34,452</u>	
	<u>(2,219,007)</u>	<u>(6,112,593)</u>	
CASH FLOWS FROM FINANCING ACTIVITIES:			
Increase/(Decrease) in Capital Lease Debt	(6,974)	(4,167)	
Increase/(Decrease) in Bond Mortgage Debt	(28,520)	(17,120)	
Increase/(Decrease) in Other Long Term Liabilities	(1,200,000)	(1,200,000)	2024 GO Principal & Refinancing of 2013 Bonds with 2021 Bonds
Net Cash Used for Financing Activities	<u>(1,235,494)</u>	<u>(1,412,791)</u>	Long Term Pension Liability Amortization
	<u>0</u>	<u>(49,886)</u>	
Net Increase/(Decrease) in RESTRICTED ASSETS	<u>(4,666,617)</u>		
Cash, Beginning of Period	1,628,420	48,670,217	
Cash, End of Period	<u>\$42,001,600</u>	<u>\$0</u>	
Cost per day to run the District		\$39,430,565	Budgeted Cash on Hand
Operational Days Cash on Hand		\$2,571,035	Variance
	\$440,056		
	95.45		

Hazel Hawkins Memorial Hospital
Supplemental Payment Programs
YTD as of December 31, 2025
FYE June 30, 2026

Payor	Actual FY 2026	Actual FY 2025	Notes:
Intergovernmental Transfer Programs:			
<ul style="list-style-type: none"> - AB 113 Non-Designated Public Hospital (NDPH) SFY 2023/2024 Final Payment FY 2024/2025 - SB 239 Hospital Quality Assurance Fund (HQAF) CY 2025 - Rate Range Jan. 1, 2023 through Dec. 31, 2023 - Rate Range Jan. 1, 2024 through Dec. 31, 2024 - QIP PY 6 Settlement CY 2023 - QIP PY 7 Settlement "Interim" Payment for CY 2024 - QIP PY 7 Settlement "Final" Payment for CY 2024 - District Hospital Directed Payments (DHDP) CY 2024 - QIP PY 5 Loan Repayment 			
	IGT sub-total		
DHCS	202,500	39,795	IGT due April 2026. Expect payment by June 2025.
DHCS	202,500	305,302	IGT due April 2026. Expect payment by June 2025.
CCAH	2,160,000	2,407,056	Paid IGT of \$1,067,193 in April. Rec. in May.
Anthem	-	1,339,141	Received in February 2025.
CCAH	2,902,041	-	
DHCS	2,249,573	4,311,260	Sent IGT of \$2,342,379 in March. Rec. in May.
CCAH	2,249,573	-	Funded IGT on Aug. 22nd, \$900,434.15. Rec'd in Oct. 2025.
CCAH	643,091	710,853	Funded IGT due Feb/Mar 2026, Rec. funding Apr/May 2026.
DHCS	-	(3,090,086)	Funded IGT on Aug. 22nd, \$379,041.08. Expect payment in Oct/Nov 25.
District	-	-	Paid on December 9, 2024.
	10,609,278	6,023,320	
Non-Intergovernmental Transfer Programs:			
<ul style="list-style-type: none"> - AB 915 SY 2024-25 - SB 239 Hospital Quality Assurance Fund (HQAF) VII - SB 239 Hospital Quality Assurance Fund (HQAF) VIII - SB 239 Hospital Quality Assurance Fund (HQAF) IX - SB 239 Hospital Quality Assurance Fund (HQAF) X - Distinct Part, Nursing Facility (DP/NF) - Medi-Cal Disproportionate Share (DSS) 			
DHCS	-	1,802,585	Direct Payments. Received on March 17, 2025. Based on FFS. County now under CCAH.
DHCS	-	1,069,577	Rec. Sep. 4, 2024.
DHCS	-	1,081,621	Expected to Rec. 4th qtr payment by June 30, 2025.
DHCS	-	3,244,863	Rec'd 1st, 2nd, & 3rd Qtr payments YTD.
DHCS	3,570,006	-	Ortrly Pmts expected March, May, July, & October 2026.
DHCS	810,613	1,260,151	Based on actual cost difference.
			H.R. 1 reduction of 60% effective 10/01/2025.
	Non-IGT sub-total	4,380,619	8,458,797
Program Grand Totals			
Total Received	3,703,277	17,572,203	
Total Pending	11,286,620	(3,090,086)	
Total Paid	-	(3,090,086)	
Net Supplemental Payments	14,989,897	14,482,117	

San Benito Health Care District

Actual/Budgeted Cash Flow
FYE June 30, 2026

FY 2026												
Description	Actual July 2025	Actual August 2025	Actual September 2025	Actual October 2025	Actual November 2025	Actual December 2025	Revised Est. January 2026	Revised Est. February 2026	Revised Est. March 2026	Revised Est. April 2026	Revised Est. May 2026	Revised Est. June 2026
Recurring Revenue	\$ 13,221,775	\$ 11,459,048	\$ 12,240,725	\$ 12,734,075	\$ 10,984,359	\$ 13,750,837	\$ 13,034,676	\$ 12,382,093	\$ 13,673,579	\$ 13,293,374	\$ 12,799,521	\$ 152,916,991
H.R. 1 Medicare & Medi-Cal Reductions	\$ 371,991	(961,061)	798,840	3,192,705	(1,467,377)	1,546,850	4,951,928	(2,751,639)	308,361	333,961	1,498,363	- B
Net Supplemental & Other Oper. Revenue	13,593,768	10,497,987	13,039,565	16,926,740	9,516,932	16,277,787	17,988,606	9,630,454	13,981,944	13,698,289	14,791,737	17,315,787
Operating Cash Receipts	13,352,042	14,387,411	12,892,496	12,655,969	11,894,728	12,863,713	13,900,574	12,885,969	13,918,207	13,594,014	13,913,361	13,522,357
Defined Benefit Pension Funding	241,724	(3,869,424)	147,069	3,270,811	(2,377,746)	1,214,074	3,886,032	(3,435,515)	(136,268)	(97,725)	678,376	8,570,526
Operating Cash Flow												8,091,936
Other Non-Operating Revenue/Expenses:												
Property Taxes - Revenue												
Capital Expenditures	(342,905)	(306,092)	(714,187)	(748,835)	(617,981)	(1,249,685)	(350,000)	(250,000)	(250,000)	(250,000)	(250,000)	3,309,920
2021 Revenue Bonds Expense	(155,683)	(155,983)	(155,983)	(155,983)	(155,983)	(155,983)	(155,983)	(155,983)	(155,983)	(150,850)	(150,850)	(5,779,675)
Net Cash Flow	\$ (257,164)	\$ (4,331,498)	\$ (723,101)	\$ 2,365,993	\$ (3,351,720)	\$ 1,828,881	\$ 3,380,049	\$ (3,841,494)	\$ (542,250)	\$ (498,375)	\$ 1,767,190	\$ 8,169,876
% of Revenue	-2%	-4%	-6%	15%	-32%	17%	19%	-40%	-4%	-4%	-4%	37%
Beginning Cash Balance	\$ 46,670,211	\$ 48,413,047	\$ 42,081,547	\$ 41,358,446	\$ 43,724,439	\$ 40,372,718	\$ 42,001,600	\$ 45,381,648	\$ 41,490,150	\$ 40,897,901	\$ 40,349,526	\$ 42,068,716
Net Cash Flow	(257,164)	(4,331,498)	(723,101)	2,365,993	(3,351,720)	1,828,881	3,380,049	(3,841,494)	(542,250)	(498,375)	1,767,190	\$ 8,169,876
DHLP Funding - Loan (Separate Acct.)	-	-	-	-	-	-	-	-	-	-	-	-
Usage of DHLP	-	-	-	-	-	-	-	-	-	-	-	-
Leas: Repayment (from Operational funds)	\$ 46,413,047	\$ 42,081,547	\$ 41,358,446	\$ 43,724,439	\$ 40,372,718	\$ 42,001,600	\$ 45,381,648	\$ 41,490,150	\$ 40,897,901	\$ 40,349,526	\$ 42,068,716	\$ 50,186,592
Ending Cash Balance												
FYE June 30, 2026 Budget	42,886,565	42,364,866	41,627,055	41,233,677	38,889,950	39,430,585	38,992,045	42,503,588	41,886,134	41,582,574	44,466,858	49,241,349
Variance	3,548,482	(283,119)	(285,809)	2,490,752	1,482,788	2,571,035	6,389,603	(1,013,416)	(985,233)	(1,233,048)	(2,399,842)	945,243

A - The revenue we collect for providing patient services.

B - The Medicare sequestration increase and DSH reductions were not implemented. The Medi-Cal reductions were budgeted in Bad Debt Expense and a reduction to Supplemental payments.

C - Includes \$3,000,000 budgeted reductions for Supplemental payments.

D - Cash outflow related to operational expenses for the District.

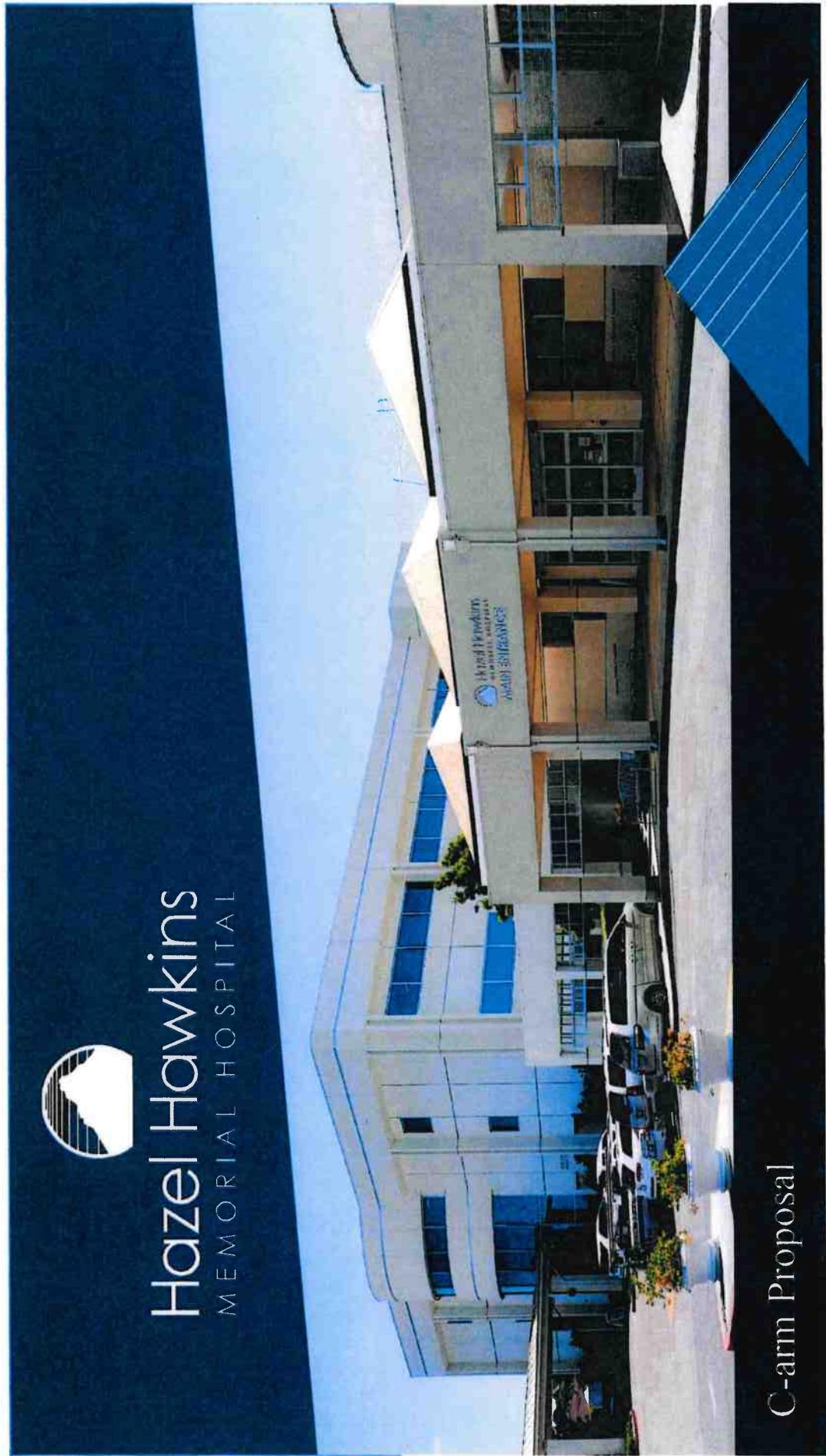
E - Funding for the frozen defined benefit pension plan per the actuary's 10-year funding schedule.

F - Property taxes received from the County.

G - Capital expenditures for non-DHLP projects and equipment.

H - Cal-Mortgage revenue bonds. The Measure L 2005 G.O. bond payments are not included since the funding is a passthrough for the District.

I - Payments for the \$2.7 million drawn from the DHLP. The District will apply for the remaining \$7.3 million in funding when the bid for the final phase of the lab remodel is accepted.



C-arm Proposal

Executive Summary

- This proposal is to purchase a new C-arm (*GE OEC Elite CFD 31cm Digital Mobile Ergo C-arm Expanded Surgical Platform with OEC touch*) to replace current C-arm which has been in use for **19 yrs**.
- A C-arm provides real-time X-ray images during procedures, allowing doctors to see inside the body while they work. This mobile device also allows clinicians to watch live X-ray videos to guide needles, wires, implants, or instruments accurately and safely- without “guessing” the anatomy.
- Orthopedic/Imaging procedures like: (a) fracture reduction, (b) placement of screws, rods, and plates, (c) pain management injections, and (d) urodynamics.
- Purchase price: **\$187,960.50** (inclusive of 1 yr warranty, freight & shipping).





Quotation Summary

ISSUE PURCHASE ORDER/ REQUISITION TO:
GE Healthcare - OEC Medical Systems, Inc
Tax ID #94-2538512

GE Healthcare - OEC 384 Wright Brother Drive Salt Lake City, UT 84116
Payment remit to address: GE Healthcare OEC 2984 Collections Center Drive Chicago, IL 60693

To: **Kristina Harwood**
Supervisor of Medical Imaging
Hazel Hawkins Memorial Hospital
911 Sunset Dr
Hollister, CA95023-5606
Phone: 831-207-8985

Quote Expiration Date: **01/30/2026**
Direct Inquiries To: **Rob Rasmussen**
TIPLADY IMAGING PARTNERS, INC.
13 Heatherwood
Trabuco Canyon, CA,92679
925-451-4277
Cell Phone: (925) 451-4277
Email: robrasmussen@geoecimaging.com
Fax:

OEC - Vizient (XR0942)

Part Number	Qty	Product Description	List Price	Net Price
S7005TE	1	OEC Elite™ CFD 31 cm Digital Mobile Ergo C-arm ESP (Expanded Surgical Platform) with OEC Touch	\$242,700.00	\$185,665.50
S7006AZ	1	Wireless DICOM, Touch, Without SIM, Point of Sale Usage, OEC Elite / 3D	\$3,000.00	\$2,295.00
Total Investment:			\$ 245,700.00	\$187,960.50



Quotation

ISSUE PURCHASE ORDER/ REQUISITION TO:
GE Healthcare - OEC Medical Systems, Inc
Tax ID #94-2538512

GE Healthcare - OEC 384 Wright Brother Drive Salt Lake City, UT 84116
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13 Heatherwood
Trabuco Canyon, CA,92679
Work Phone: 925-451-4277
Cell Phone: (925) 451-4277
Email: robrasmussen@geoecimaging.com
Fax:

OEC - Vizient (XR0942)

Part Number	Qty	Description	List Price	Net Price
S7005TE	1	<p>OEC Elite™ CFD 31 cm Digital Mobile Ergo C-arm ESP (Expanded Surgical Platform) with OEC Touch</p> <p>OEC ELITE CFD: ESP Software</p> <p>31 cm CMOS Flat Panel Detector (CFD): High image quality at low dose with a CMOS crystalline structure flat panel detector; tri-mode imaging capabilities at 31 cm, 21 cm, and 15 cm; easily removable grid; and integrated laser aimer</p> <p>Ergo C-arm: Ergonomic design to ease physical demands of positioning a C-arm: low-profile X-ray tube for large field of view; radial dial color coded brakes; full length handles along C-arm; manual adjustment of lateral rotation, cephalad/ caudal tilt, wig-wag, and horizontal motion; 152° orbital rotation (55° overscan and 97° underscan); SmartView 180°/180° flip-flop;</p>	\$242,700.00	\$185,665.50



Part Number	Qty	Description	List Price	Net Price
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lateral height: 39.0" (99 cm); 22,500 HU/min
housing cooling rate; cable pushers; low
resistance wheels; and motorized vertical lift

OEC ELITE CFD STANDARD PACKAGE INCLUDES:

Imaging: OEC Touch, a 15.6" (40 cm) intuitive touchscreen operator control; Live Zoom up to 4x with no change in technique; Digital Pen; squircle image retains 100% shape when rotated; image annotation; measurement tools; SmartMetal; AutoTrak Automatic Brightness Stabilization (ABS); General-Purpose Dynamic Range Management (GDRM); Minimal Difference Spatiotemporal noise filter (MDST); noise filter with on-screen indicator; automatic and manual digital brightness and contrast control; negate mode; save/auto-save feature; swap/auto-swap feature; last image hold; 40,000 image storage; preset imaging profiles: General, General HD, Pediatric, Orthopedic, C-Spine, Spine and 9900; and multi-functional footswitch and handheld controls

Image Viewing: Incredible detail displayed with 32" (81 cm) 4K UHD color display with anti-glare and touchscreen capabilities; Viewing versatility with articulating monitor display for optimal viewing with travel of 45" (114 cm) horizontal, 17" (43 cm) vertical, 27" (67 cm) forward, and 5° up/ 5° down tilt

Workstation with Intuitive User Interface:
SmartConnect start up; ergonomically designed handles and low friction wheels; multi-purpose image directory; integrated DICOM interface; room-in-use indicator interface; examination list and customized patient information

Dose Management: Selectable modes can be used alone or in combination and include standard, HLF, pulse, low dose, digital cine pulse and digital spot; on-screen PreView Collimator; Smart Window; and radiation dose structured report (RDSR) and X-ray dose summary

X-ray Generator and Power Management: 15



Part Number	Qty	Description	List Price	Net Price
		<p>kW power from standard wall outlet; patented generator battery buffer design; power monitoring with on-screen display; controlled shutdown process; accidental power loss protection with a 20 second battery back-up power to workstation and C-arm</p> <p>Connectivity: Multiple ports including: ethernet, room interface, video output, video input, USB</p> <p>Security: Hardened Linux based operating system; encrypted solid state drive; password protection; blank screen function; deidentify patient information</p>		

Warranty: One-year warranty

OEC Clinical Excellence: Up to 2 days of in-service training by ARRT certified Clinical Imaging Specialists (CIS) during warranty period; entails up to 8 hours of training per day, provided from 7am to 5pm, Monday through Friday, excluding holidays; post-training skills assessment; radiographers may be eligible for CE credits approved by the ASRT; includes all CIS travel expenses; additional on-line training materials will be provided for future reference. Any additional days for training and/or case support are available for purchase.

S7006AZ	1	Wireless DICOM, Touch, Without SIM, Point of Sale Usage, OEC Elite / 3D Wireless DICOM	\$3,000.00	\$2,295.00
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Total Investment: **\$245,700.00** **\$187,960.50**



Customer Name & Address: Hazel Hawkins Memorial Hospital | 911 Sunset Dr | Hollister, CA 95023-5606

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

OEC 100% Uptime Guarantee: During the warranty, if the Product fails to perform for a period in excess of 24 hours (excluding inoperability due to user misuse, operator error, acts of God, planned maintenance, or other non-manufacturer defects), then OEC will extend the warranty by 1 month for each full day of downtime during the weekday period. The Product is deemed to have failed if it is out of service and unavailable for imaging patients or diagnosing images on the display console. Peripheral equipment does not fall under the 100% Uptime Guarantee.

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

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

Terms of Delivery:*FOB DESTINATION*****Billing Terms:****100% billing at Ship Completion (Fulfillment) / Delivery*****Payment Terms:****45 DAYS NET*****Quotation Expiration Date:****01/30/2026**

***Governing Agreement (GPO or SAA):** OEC - Vizient (XR0942) (If none, Standard GE Healthcare Terms and Conditions Apply)

***Preferred Delivery Date:**

 /

 /

***Will Accept Delivery as Early as:**

 /

 /

 or [] ASAP***Indicate Form of Payment**

(If there is potential to finance with a lease transaction, by GE Healthcare Equipment Finance ("GE HEF") or otherwise, select lease)

Cash/Third Party Loan* GE HEF Lease GE HEF Loan

Third Party Lease (Please identify the finance company): _____

***Please select Tax status of order:**

Exempt from Sales & Use Tax (Note: GEHC must have current Tax Exemption Certificate)
 Subject to Sales & Use Tax

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

Hazel Hawkins Memorial Hospital

OEC Medical Systems, Inc., a GE Healthcare business

12/1/25

Authorized Customer Representative

Date

Print Name and Title

Customer Purchase Order #

Authorized Representative

Date

Chad W. Kendall, VP, Surgery Sales

Print Name and Title

Customer Information Form

Bill to Address:

Bill to Contact Name	
Telephone	
Facility Name	
Address	
City, State Zip	

Customer Delivery Address

Delivery Contact Name	
Telephone	
Facility Name	
Address	
City, State Zip	

Delivery Information

Does delivery require a lift gate truck? Yes No

Does delivery require a small lift gate truck? Yes No

Is loading dock available? Yes No

Additional Shipping Information:

--

*****Mandatory Information if ordering Wireless Dicom**

Network Contact Person: _____

Phone #: _____ Email: _____

What Network will you be using? Wired Wireless

Method of Assigning IP: DHCP (Auto) Manual IP:

Gateway IP: _____ Subnet Mask: _____

Primary DNS: _____ Secondary DNS: _____

Enter a primary and secondary Domain Name Server if used at your site. Otherwise, leave blank.

AE Title: _____ Station Name: _____



1. **Definitions.** As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware provided to Customer in GE HealthCare's packaging and with its labeling; "Software" is software provided by GE HealthCare and/or delivered to Customer in GE HealthCare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is any Equipment, Software and Third Party Product; "Services" is Product support or professional services; "Subscription" is a limited-term, non-transferable license to access and use a Product, including any associated support Services as identified as a Subscription by GE HealthCare; "SaaS Offerings" are software-as-a-service offerings provided to Customer by GE HealthCare and identified as a SaaS Offering by GE HealthCare; "Third Party Offerings" are Products, Services and SaaS Offerings sold by and identified by GE HealthCare as an offering of a Third Party; "Specifications" are GE HealthCare's written specifications and manuals as of the date the Equipment shipped (excluding Third Party Offerings); and "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE HealthCare to Customer.

2. **Term and Termination.** Software licenses, access to SaaS Offerings, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of expiration or termination.

3. **Software License.** Other than as identified in a Quotation, GE HealthCare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only in the United States consistent with the terms of this Agreement. Customer's independent contractors (except GE HealthCare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation.

4. Commercial Logistics

4.1 Order Cancellation and Modifications.

4.1.1 **Cancellation.** If Customer cancels an order prior to shipment without GE HealthCare's written consent, Customer will be responsible for all third-party expenses incurred by GE HealthCare prior to Customer's order cancellation and GE HealthCare may charge: (i) a fee of up to 10% of the Product price; and (ii) a fee for site evaluations performed prior to cancellation. GE HealthCare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE HealthCare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE HealthCare may cancel on written notice. This section does not apply to Software or Subscriptions, SaaS Offerings, Third Party Offerings and/or related professional or installation services; those orders are non-cancellable.

4.1.2 **Used Equipment.** Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications ("Used Equipment"). Sale of Used Equipment is subject to availability. If it is no longer available, GE HealthCare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and if substitute Used Equipment is not acceptable, GE HealthCare will cancel the order and refund any deposit Customer paid for the Used Equipment.

4.2 **Site Preparation.** Customer is responsible for network and site preparation, including costs, in compliance with GE HealthCare's written requirements and applicable laws. GE HealthCare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

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

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

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE HealthCare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE HealthCare; (ii) enable connectivity and interoperability with products not provided by GE HealthCare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For Equipment upgrades and revisions, Customer must return replaced components to GE HealthCare at no charge.

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

4.6 Acceptance.

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

4.6.2 **Software Acceptance.** Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("Software Test Period"). If the Software fails to perform accordingly, Customer will provide to GE HealthCare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE HealthCare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to



continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "Go-Live Date" as defined in the Quotation.

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

4.7 Third Party Products and Services. If an order includes Third Party Offerings, then regarding those Third Party Offerings: (i) GE HealthCare is acquiring them on Customer's behalf, acting as Customer's agent; (ii) GE HealthCare provides no warranties or indemnification, express or implied; (iii) Customer is responsible for all claims resulting from or related to their acquisition or use; and (iv) Customer shall comply with third party terms and conditions for the use of the Third Party Offerings; (iv) the applicable third party shall be a beneficiary of this Agreement; (v) except as otherwise agreed, Third Party Offerings shall be deemed accepted (or commenced, as applicable) the later of either 5 days after delivery of the Third Party Offering or it being made available to Customer; (vi) the following provisions of these GE HealthCare terms and conditions shall govern the mutual obligations between Customer and GE HealthCare regarding the order: Definitions, Commercial Logistics, Security Interest and Payment, Trade-In Equipment, General Terms, Compliance – Generally, Security, Medical Diagnosis and Treatment, Protected Health Information, Excluded Provider, Liability and Indemnity, Payment and Finance.

4.8 Mobile Equipment. GE HealthCare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle. Equipment placed in a mobile environment must be used for medical, billing, or other non-entertainment use by bona fide medical professionals authorized to use and prescribe such use. Customer will ensure Equipment that GE HealthCare has approved for mobile use is adequately installed in accordance with GE HealthCare's applicable installation instructions.

4.9 Audit. GE HealthCare may audit Customer's use of Software, Subscription or SaaS Offering to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE HealthCare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE HealthCare may terminate Customer's Software license, Subscription or SaaS Offering.

4.10 Product Inflation. For GE HealthCare imaging Products only (to exclude ultrasound and life care solutions Products), due to the potential long cycle time from Product order to Product delivery, GE HealthCare may increase Product Total Quote Net Selling Price by an amount equal to the increase in the U.S. Bureau of Labor Statistics Consumer Price Index ("CPI") from the date of Product order to the date of notice prior to Product delivery, by providing at least 4 weeks prior notice from the requested delivery date.

5. Security Interest and Payment.

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

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

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

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

7. Subscriptions.

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

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

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

7.4 Support Services. Unless otherwise noted in the Quotation, as part of the Subscription fees, GE HealthCare will provide support Services as described in the Subscription Products Terms and Conditions.

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

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

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

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

8. SaaS Offerings.

8.1 Commencement. Unless otherwise indicated in this Agreement or the Quotation, the SaaS Offering commences on the date GE HealthCare provides Customer with access to the SaaS Offerings.

8.2 Access and Use of SaaS Offerings.



8.2.1 Subject to the terms of this Agreement, GE HealthCare grants Customer non-exclusive, non-transferable, right to access, and use, the SaaS Offering being provided under this Agreement. The SaaS Offering is solely for use by Customer's Authorized Users (defined below) and for internal business only. Customer's use is limited to the term and volume or use metrics as detailed in the Quotation. GE HealthCare reserves all rights in the SaaS Offering, including the technical and operational data and information.

8.2.2 The SaaS Offering may only be used by Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SaaS Offering under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the SaaS Offering has been purchased hereunder ("Authorized Users"). Customer is responsible and liable for all uses of the SaaS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Further, Customer is responsible and liable for all acts and omissions by Authorized Users. Customer is responsible for providing any necessary notices to Authorized Users and obtaining any legally required consents from Authorized Users regarding their use of the SaaS Offering and for maintaining the confidentiality of usernames, passwords and account information. Customer and its Authorized Users must not use the SaaS Offering in any way not in accordance with the Agreement and the Documentation.

8.2.3 Customer shall have the sole responsibility for any data submitted, posted, or otherwise transmitted by an Authorized User through the SaaS Offering, including but not limited to the data's accuracy, confidentiality, quality, integrity, legality, reliability, security, appropriateness, IP rights, and privacy consents. Customer shall have sole responsibility for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Customer Data or Authorized User's access to the SaaS Offering.

8.2.4 If Customer becomes aware that any Customer Data or any use by an Authorized User violates the Agreement, Customer shall promptly remove or suspend use of that Customer Data and suspend the Authorized User's access to the SaaS Offering. If Customer believes its access has been compromised, Customer shall notify GE HealthCare as soon as possible but no later than 5 business days. Customer shall have sole responsibility for any security vulnerabilities or incidents, and the consequences of such vulnerabilities or incidents, arising from Customer Data or any use of the SaaS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Customer shall notify GE HealthCare and reasonably cooperate with GE HealthCare to confirm and resolve any comprise to Customer's account or the SaaS Offering.

8.2.5 GE HealthCare reserves the right to upgrade or modify the SaaS Offering, including without limitation GE HealthCare's technology, software, security, configurations, features, related content and materials, and third party content, at any time.

8.3 **Security.** GE HealthCare shall maintain a written information security program (the "Program") consistent with GE HealthCare's Commitment to Data Privacy and Security and applicable data protection laws that includes policies, procedures, and safeguards designed to protect Customer data and personal data from unauthorized or unlawful access, use, or disclosure or other compromise.

8.4 **Renewal / Non-Renewal.** Unless otherwise noted in the Quotation, the SaaS Offering term renews automatically for the same duration as the initial term. Except as otherwise identified in this Agreement or a Quotation, GE HealthCare may increase prices annually by no more than the Consumer Price Index ("CPI") for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. SaaS Offerings are not cancellable; however, either party may opt to not renew a SaaS Offering after the initial term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal. Customer shall be obligated to pay the fees for any active term regardless of whether Customer access the SaaS Offering during the applicable term.

8.5 **Support Services.**

8.5.1 Unless otherwise noted in the Quotation, as part of the SaaS Offering reoccurring fee, GE HealthCare will use commercially reasonable efforts to maintain the SaaS Offering in a manner which minimizes Errors and service interruptions. "Error" means any SaaS Offering problem that: (i) materially interferes with Customer's use of the SaaS Offering; and (ii) results from a failure of the SaaS Offering to materially conform to the Documentation. Customer will promptly inform GE HealthCare of any issue of which Customer becomes aware. GE HealthCare will provide phone and email support during standard business hours, excluding GE HealthCare holidays, for problem solving, Error resolution and general help.

8.5.2 **Access for Offering and Support.** To enable GE HealthCare to provide Customer with the SaaS Offering and related support, Customer grants GE HealthCare the right to use, process and transmit, in accordance with this Agreement and any relevant privacy agreements, Customer's Data and applications during the Term plus any additional post-expiration period. Customer is responsible for its connection to the SaaS Offering.

8.6 **Account Suspension.** GE HealthCare may suspend Customer's access to or use of the SaaS Offering if Customer or its Authorized Users violate any provision of this Agreement, or if in GE HealthCare's reasonable judgment, the SaaS Offering or any component thereof are reasonably likely to suffer a significant threat to security or functionality. GE HealthCare will use reasonable efforts to provide advance notice and to re-establish the affected SaaS Offering. GE HealthCare may terminate the SaaS Offering if any cause of suspension is not cured within 60 days. Any suspension or termination by GE HealthCare under this paragraph shall not excuse Customer from its obligation to make payment(s) under this Agreement.

8.7 **Post Termination.** Unless otherwise noted in the Quotation or this Agreement, upon termination or expiration of the SaaS Offering(s): (i) Customer must immediately discontinue all use and access of the SaaS Offering; (ii) Customer must destroy all GE HealthCare proprietary and confidential information, such as its copies of Documentation; (iii) GE HealthCare is not responsible for and may destroy Customer Data; (iv) GE HealthCare will remove Customer's access; and (v) Customer shall immediately pay GE HealthCare all amounts due hereunder. Customer is responsible for ensuring Customer has all necessary copies of Customer Data prior to the termination date. Customer will be responsible for paying for any Services required to migrate Customer Data to a replacement solution.

9. **General Terms.**

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

9.2 **Governing Law.** The law of the state where the Product is installed, Service is provided, Subscription is accessed, or for SaaS Offerings the state in which Customer's operations are located as indicated in the Quotation, will govern this Agreement.

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



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

9.5 **Waiver; Survival.** If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive will survive the Agreement's expiration or termination.

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

10. Compliance.

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

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

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

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

10.5 **Training; Recordings.** GE HealthCare's training does not guarantee that: (i) Customer trainees are fully trained on Product or SaaS Offering use, maintenance or operation; or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product or SaaS Offering. Unless otherwise identified in the training catalog, Customer will complete training within 12 months of: (a) the date of Product delivery for a Product purchase or date of availability of SaaS Offering; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE HealthCare's fault, training expires without refund. Training will be invoiced and payment due pursuant to the billing terms listed in the Quotation. Customer's recording of GE HealthCare training sessions and other conversations with GE HealthCare is prohibited.

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

10.7 **Connectivity.** If a Product or SaaS Offering has remote access capability: (i) Customer will provide GE HealthCare with, and maintain, a GE HealthCare-validated remote access connection to service the Product or SaaS Offering; or (ii) GE HealthCare reserves the right to charge Customer for onsite support at GE HealthCare's then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE HealthCare disable it.

10.8 Use of Data.

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

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

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

10.10 **Insurance.** GE HealthCare will maintain coverage in accordance with its standard certificate of insurance.

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

11. Disputes and Arbitration



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

12. Liability and Indemnity.

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

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

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

12.4 General Indemnification.

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

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

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

13. Payment and Finance.

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

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

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

13.4 Overages. Products or SaaS Offerings shall be subject to any usage or volume metrics specified in Quotation. If Customer exceeds any usage or volume metric, GE HealthCare reserves the right to charge for excess usage at then current rates. Customer will be responsible for payment of any such overage fees and agrees that GE HealthCare may prospectively adjust future billing to reflect increased usage or volume.

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

15. Subscription Products Support Terms and Conditions.

15.1 Overview. GE HealthCare will, in accordance with the terms and conditions of this section, maintain, support and update Products provided via Subscription.

15.2 Scope.

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

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

15.2.3 **Definitions.** "Error" means any Software-related problem that: (i) materially interferes with Customer's use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. "Error Correction" means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. "Update" means a change that provides Error Corrections and/or enhances functionality of the



Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.

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

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

15.2.6 **Warranty**. GE HealthCare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE HealthCare will re-perform non-conforming Services as long as Customer provides prompt written notice to GE HealthCare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

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

16. **ViewPoint Software Maintenance Terms and Conditions**.

16.1 GE HealthCare will maintain, support and update ViewPoint Software licensed by Customer ("[ViewPoint Software](#)") and HIS interface software installed in the United States covered by a Software Maintenance Agreement ("SMA") consistent with the Subscription Products Support Terms and Conditions.

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



GE Healthcare Warranty Statement

1. Warranty.

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

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

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

1.4. **Used Equipment.** Certain Used Equipment is provided with GE HealthCare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is provided “AS IS” and is not warranted by GE HealthCare.

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

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

1.7. **Subscription Products.** Unless otherwise specified, Products provided via Subscription do not include a warranty.

1.8. **SaaS Offerings.** Unless otherwise specified, SaaS Offerings do not include a warranty.

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

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

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

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

In addition, these warranties do not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation, or other misuse or abuse; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE HealthCare's control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or calibration; (v) network and antenna installations not performed by GE HealthCare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE HealthCare; (ix) Products immersed in liquid; (x) for Mobile Equipment, defects or deficiencies from mobile use outside of normal transportation wear and tear (excluding OEC regarding transportation wear and tear) and (xi) replacement of disposable or consumable items.

4. Exceptions to Standard Warranty.

Partial System Equipment Upgrades for CT, MR, X-Ray, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year on the wireless detector. This exception does not apply to the Artist Evo 1.5T and Premier Evo 3T upgrades which will have a full system one year warranty).

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

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR Warranty Statement (Rev 07.24)



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systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

Proteus XR/a, Definium and Precision 5000 X-Ray Systems: Warranty does not cover collimator bulbs.

Performix 160A (MX160) Tubes: 3 years

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

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

GE Lunar Bone Mineral Densitometry and Metabolic Health: Warranty includes 1 annual PM. Direct warranty claims to Probo Medical, LLC (together, with its affiliates Alpha Source, LLC) at 1-866-907-9745.

OEC New or Exchange Service Parts: 120 days

OEC Tubes and Image Intensifiers: 1 year

HealthNet Lan, Advantage Review — Remote Products: 3 months

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

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

Except the following have a 1 year warranty:

Transducers: TEE Probes,

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

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

Warranty covers defective parts and components and includes: (i) repair at GE HealthCare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling.

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

LOGIQ P10: 5 years

LOGIQ Fortis and related transducers purchased with them: 2 years

Except the following have a 1 year warranty:

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

Transducers: TEE Probes

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

Voluson P8 BT18 and newer, Voluson Signature 18, Voluson Signature 20, Voluson SWIFT, Voluson S8 Touch and Voluson S10 Expert, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

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

Transducers: TEE Probes

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

Voluson Expert 18, Voluson Expert 20, and Voluson Expert 22: Console Warranty - 5 years; Probe Warranty - Years 0 – 3 – all probes purchased with console, Years 4 – 5 – 1 probe per system, per year.

EM6C Probe – 1 year

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

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

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

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

CARESCAPE Monitors B450, B650, B850, Canvas 1000, and Canvas Smart display: 3 years parts, 1 year labor (excluding displays, which are standard 1 year parts and labor). Phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays.

CARESCAPE ONE: 3 year parts and phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays, 1 year labor (excluding displays, which are standard 1 year parts and labor).

Micromodules: 3 year parts and phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays, (i) repair services performed at GE HealthCare Repair Operations Center.

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

B105 B125, and B155 Patient Monitors: 3 years with: (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).



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

MAC 5, MAC 7, MAC 2000 and MAC 3500: 3 years (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

SEER 1000: 2 years (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays

Exergen: 4 years

Microenvironment and Phototherapy consumable components: 1 month

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

Corometrics® Nautilus Transducers: 2 years

Lullaby Phototherapy System: 3 years on lamp assembly

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

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

Tec 850 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

CARESCAPE Gateway: 1 year

CARESCAPE Bridge: 1 year

Vscan Air and Vscan Air Vet Warranty: 3 years with the exception of the battery and peripherals which are covered for 1 year. Warranty covers defective parts and components and includes: (i) a replacement unit, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide additional battery and/or coverage for damage due to accidental dropping or mishandling

Portrait VSM: 2 years