



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

October 3, 2024

Jeffrey Shovelin
jshoveli@ecuhealth.org

No Review

Record #: 4601
Date of Request: September 26, 2024
Facility Name: ECU Health Medical Center
FID #: 933410
Business Name: Pitt County Memorial Hospital, Incorporated
Business #: 1443
Project Description: Add a 6th diagnostic CT Scanner
County: Pitt

Dear Mr. Shovelin:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your correspondence regarding the project described above. Based on the representation in your request and the CON law **in effect on the date of this response to your request**, the project as described is not governed by, and therefore, does not currently require a certificate of need. If the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective.

This determination is binding only for the facts represented in your correspondence. If changes are made in the project or in the facts provided in the correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office. **As a reminder, it is unlawful to offer or develop a new institutional health service without first obtaining a certificate of need. The Department reserves the right to impose sanctions, including civil penalties and the revocation of a license, upon any entity that offers or develops a new institutional health service without first obtaining a certificate of need.**

Please do not hesitate to contact this office if you have any questions.

Sincerely,

Gregory F. Yakaboski
Project Analyst

Micheala Mitchell
Chief

cc: Acute and Home Care Licensure and Certification Section, DHSR
Radiation Protection Section, DHSR

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION
HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603
MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704
<https://info.ncdhhs.gov/dhsr/> • TEL: 919-855-3873

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Ms. Micheala Mitchell
Chief, Healthcare Planning and Certificate of Need
Division of Health Service Regulation
NC Department of Health and Human Services
2704 Mail Service Center
Raleigh, NC 27699-2704

FILED ELECTRONICALLY

RE: Request for No Review Status / Pitt County Memorial Hospital, Inc., d/b/a ECU Health Medical Center / Add a 6th Diagnostic CT Scanner / Pitt / FID # 933410

Dear Ms. Mitchell,

ECU Health Medical Center (EHMC) currently operates 5 diagnostic CT scanners at its facility and plans to add an additional (6th) diagnostic CT scanner on its main hospital campus located in Greenville, NC (Pitt County). EHMC believes that the proposed equipment replacement is not subject to review under current North Carolina's Certificate of Need (CON) laws.

EHMC plans to acquire a GE Revolution Ascend CT Scanner. Please reference Appendix A for vendor quotes and Appendix B for a brochure for the new equipment. EHMC will locate the new CT scanner in an existing radiographic fluoroscopy room proximal to other radiology resources in the hospital (see Appendix C for site and floor plans). The total capital costs for the proposed project is estimated to be \$1,616,871 (see Appendix D for the capital cost sheet). These costs include all expenses associated with the equipment and renovations. The project will be funded through accumulated reserves.

EHMC's proposed project does not meet any of the definitions of a "new institutional health service" as defined in G.S. 131E-176(16). Specifically:

- The addition of a 6th CT scanner at EHMC does not meet the definition of "major medical equipment" found in G.S. 131E-176(14o) because the total capital expenditure for the equipment is less than the \$1,980,800 capital threshold. Therefore, G.S. 131E-176(16p) does not apply.
- Since the proposed project is less than the \$3,961,600 threshold for a new institutional health service, G.S. 131E-176(16b) does not apply.
- No other definition under G.S. 131E-176(16) would apply to this project.

Since the proposed project does not meet the definition of a new institutional health service, EHMC believes a CON to acquire the 6th diagnostic is not required. EHMC is requesting a determination that a CON is not required.



If you require additional information or clarification, please contact me at (252) 847-3631 or jshoveli@ecuhealth.org.

Thank you.

A handwritten signature in black ink, appearing to read "Jeff Shovelin".

Jeffrey Shovelin
VP of Business Planning and Strategy, ECU Health
PO Box 6028, Greenville NC 27835-6028
252-847-3631
jshoveli@ecuhealth.org

Appendix A

Equipment Quote

ECU Health Medical Center
 2100 Stantonsburg Rd
 Greenville, NC 27834-2818

This Agreement (as defined below) is by and between the Customer and the GE HealthCare business (“GE HealthCare”), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein (“Quotation”). “Agreement” is this Quotation (including line/catalog details included herein) 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.

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

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

Governing Agreement:	Premier
Terms of Delivery	FOB Destination
Billing Terms	80% on Delivery / 20% on Acceptance
Payment Terms	NET 45 DAYS
Sales and Use Tax Exemption	No Certificate on File
Total Quote Net Selling Price	\$ 888,736.19

IMPORTANT CUSTOMER ACTIONS:

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

- Cash
 GE HFS Loan GE HFS Lease
 Other Financing Loan Other Financing Lease Provide Finance Company Name _____

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

ECU Health Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

Signature: John Cruz

Title: Lead Sales Specialist Imaging

Date: October 2, 2023

Document Instructions

Please sign and return this quotation together with any Purchase Order(s) to:

Name: John Cruz

Email: john.cruz@ge.com

Phone: (919) 621-3653

Fax:

Payment Instructions

Please **remit** payment for invoices associated with this quotation to:

GE Precision Healthcare LLC

P.O. Box 96483

Chicago, IL 60693

FEIN: 83-0849145

Addresses:**ECU Health Medical Center**

Bill To: ECU Health Medical Center 2100 Stantonsburg Rd, Greenville, NC, US, 27834-2818

Ship To: ECU Health Medical Center 2100 Stantonsburg Rd, Greenville, NC, US, 27834-2818

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- Source of Funds (choice of Cash/Third Party Loan or GE HFS Lease Loan or Third Party Lease through _____), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE HealthCare).
- If your purchasing process requires a purchase order, please make sure it includes:
 - The correct Quote number and Version number above
 - The correct Remit To information as indicated in "Payment Instructions" above
 - Your correct SHIP TO and BILL TO site name and address
 - The correct Total Price as indicated above

Evidence of the agreement to contract terms. Either: (a) the quotation signature filled out with signature and P.O. number; or (b) Verbiage on the purchase order stating one of the following:

- (i) "Per the terms of Quotation # _____";
- (ii) "Per the terms of GPO # _____";
- (iii) "Per the terms of MPA# _____"; or
- (iv) "Per the terms of SAA # _____".

Catalog Item Details

Line	Qty	Catalog	
1	1.00	Y0000LC	Pricing Non-Disclosure Language

This CONFIDENTIAL offer may not be shared with any third parties, buying evaluation groups or anyone not directly employed by customer. This offer is being extended in relation to a national show-site agreement, research partnership, or other non-standard transaction. If required for publishing, GE will happily provide a list price quote.

Line	Qty	Catalog	
2	1.00	S7880ED	Revolution Ascend 72kW

Long Description:

We have redefined the entire CT experience with Revolution Ascend, a 75cm wide-bore CT system that makes the CT process faster, more intuitive and more approachable, while also providing the image quality you expect. Revolution Ascend uses an AI-based workflow, a smart user interface, cutting-edge technology and access to CT Smart Subscription to substantially simplify, streamline and automate the entire CT experience both inside and outside the scan room.

We are always seeking out new ways to boost operational efficiency with the goal of making your imaging workflow feel like second nature, possibly even invisible. When it comes to CT, we studied the entire workflow and created solutions to simplify and streamline each step of the process.

These solutions are the core of the Effortless Workflow model, a sophisticated collection of technologies that automate and simplify time-consuming tasks from pre-scan to post-scan. Effortless Workflow takes the CT Experience to a new level of speed and precision, and includes AI-based features like Intelligent Protocols (option), Auto Positioning in addition to automated features such as Smart Plan, Auto Prescription and automated post-processing tools on the console.

It is because of this Effortless Workflow that we can accomplish (compared to GE's legacy products):

- 66% reduction in clicks to execute a CT scan
- 21% time savings for the entire exam
- 90% protocol suggestion accuracy
- 94% auto centering accuracy within +/- 2cm
- 56% time savings for scan setup

Pre-Scan

Revolution Ascend utilizes AI technology to automatically suggest protocols and position the patient.

Scan

Intelligent tools embedded in a new Clarity Operator Environment can consistently provide the optimal scan range settings, dose and image quality for each patient.

Post-Scan

Revolution Ascend lets you choose the right image review and analysis package for your system including Direct Multiplanar Reconstruction (DMPR), automated archiving and networking and advanced clinical applications.

The most time-consuming part of the CT experience isn't the scan itself, but the steps that fall outside the scan such as patient prep and recon-to-report time. We analyzed all of the pre-scan and post-scan steps in the CT experience and incorporated our key findings into the design of Revolution Ascend.

As a result, Revolution Ascend solves common concerns like the ability to efficiently accommodate high BMI patients and interventional procedures. It also enables easy two-button scanning for all CT imaging.

Revolution Ascend makes it easier to strike the right balance of speed and accuracy with key advancements like the best-in-class 0.28mm spatial resolution and ASiR-V iterative reconstruction technology, which offers an advanced noise reduction capability.

Included with Base system Catalog:

- 72kW Generator
- ASiR-V
- Standard Monitor
- 64ch/128sl axial overlapped reconstruction
- 0.4s rotation speed
- Auto Prescription
- Auto Positioning
- Lung Cancer Screening
- Rear Control Panel Option
- Low Profile Head Holder
- AWS for Revolution Ascend
- Smart MAR
- Standard and Long cable sets for install
- English Keyboard
- Standard Service License key

Please see Revolution Ascend Product Data Sheet for more detailed information on the technical specifications of the product.

Warranty: The published Company warranty in effect on the date of shipment shall apply. The Company reserves the right to make changes.

General Electric Company reserves the right to make changes in specifications and features shown herein, or discontinue the product described at any time without notice or obligation.

Line	Qty	Catalog	
3	1.00	B76122RE	VT2000x

The VT2000x patient table has the following features

- Maximum table load: 306kg (675 lbs)

- Horizontal speed: 10 – 175 mm/s
- Max Scannable range: 2,000 mm
- Vertical range: 525 – 991 mm

Line	Qty	Catalog	
4	1.00	S7880EH	Stroke Care Package

Long Description:

VolumeShuttle innovatively provides the 80-mm of coverage necessary for accurate dynamic neuro angiographic and perfusion studies with a single contrast injection. GE's exclusive real-time scan control, system architecture, and fast, smooth table acceleration and deceleration enable the patient to be effortlessly shuttled back and forth between two adjacent axial locations, with minimal inter-scan delay.

The GE CT Scanner system uniquely designed to make it all possible - as a result of these key scanner attributes:

- The 40-mm high resolution V-Res detector with micro voxel technology.
- Real-time system controls to precisely control table movement and X-ray control.

VolumeShuttle provides the wider coverage margin needed to allow for patient variability in the Circle of Willis (80mm) and from the basal ganglia to lateral ventricles (60mm) - all with the existing 40-mm-wide detector and without the multiple contrast injections necessary with today's standard CT systems.

CT Perfusion 4D Neuro CT Perfusion 4D Neuro Package is an image analysis software package that allows the evaluation of dynamic CT data following an injection of a compact bolus of contrast material, generating information with regards to changes in image intensity over time. The software provides a quick and reliable assessment of the type and extent of cerebral perfusion disturbances by providing qualitative and quantitative information on various perfusion related parameters, which may be related to acute stroke, brain tumor angiogenesis and treatment thereof. The key perfusion parameters that CT Perfusion 4D Neuro Package generates are: o Regional Blood Volume (BV; ml/100g) o Regional Blood Flow (BF; ml/min/100g) o Regional Mean Transit Time (rMTT;s) o Capillary Permeability Surface Area Product (PS) o Time of Arrival (IRF T0) o Transit Time to IRF Peak (Tmax;sec) The user now has the ability to visualize all the information in true volumetric form. Additional elements of Perfusion 4D include Smart Map, a new algorithm that improves the image quality of the functional maps in the presence of noise. Perfusion 4D also includes a new streamlined workflow for Tissue Classification. Tissue Classification may aid the clinician in determining the status of the tissue based on blood volume and one of blood flow, mean transit time, or Tmax. Productivity is enhanced through the protocol driven design of the user interface. An example of this is the Brain Stroke Protocol (Automatic) that completes the processing with one touch reducing the time required to process the exam and to enhance repeatability. Perfusion 4D is compatible with AW Server 3.2 and AW VolumeShare 7

Line	Qty	Catalog	
5	1.00	S7880EF	CT Guided Intervention Package

Long Description:

SmartStep enables an imaging mode for performing biopsies and other interventional procedures on GE's CT scanner. A 24 inch in-room monitor, handheld controller, X-ray exposure foot pedal and cradle handle provide in-room control for image acquisition and image review.

3D Guidance is an advanced interventional feature designed to improve efficiency and confidence of CT guided procedures. 3D Guidance can create image reformats in the plane of the needle within a 40 mm coverage. The images provide enhanced visualization and localization of the needle to aid the physician in guiding the needle advancement. This feature also includes an advanced needle detection algorithm (NDA) and Multiple Planar Reconstruction (MPR) of the needle based on the needle's frame of reference and the identified needle tip location. The needle detection algorithm can support 25 to 10-gauge needles, including needles that are bent. Phantom testing has shown that the needle detection algorithm is able to support needles that have a bend radius of greater than 162.6 mm. The 3D MPR Images are generated and displayed in 5 sec. The images generated include an intuitive display of the location of the needle and needle tip; the needle's 3D orientation; and an extended line corresponding to the needle's current direction. Viewable both in overlap mode and non-overlap mode. Images display match patient orientation and 24 inch in-room monitor location selection. A simple and efficient user interface provides in-room image review with WW and WL control with flip, rotate, roam and zoom capabilities maintained during acquisition. 3D Guidance is required Smart Step option.

In-room Monitor is a 24-inch widescreen display that delivers consistent views of clinical data and non-diagnostic images to enhance collaboration between healthcare professionals.

The CT intervention kit provides the hardware required for CT interventional procedures. This kit includes the suspension arm, hand-held Controller, X-ray Exposure Foot Pedal and Cradle Handle required for in-room acquisition control and image review. The hand-held controller provides the operator with the ability to prepare and perform interventional CT procedures, to turn alignment lights on and off, to move the cradle, review images and adjust the window width/level; and turn x-ray on via the foot switch.

Line	Qty	Catalog	
6	1.00	B78552CA	CT Operator Console Desk

The Freedom workspace is an ergonomic working environment specifically designed for use with the GE Healthcare imaging systems. The sleek table design enables the efficient use of space while enhancing clinical workflow and technologist comfort.

The Freedom workspace provides a minimalist footprint to improve patient visibility and giving the user easier access to patients in the imaging suite.

It offers sit/stand and horizontal/vertical monitor flexibility. It can also help reduce noise and heat with remote location options of the console. The non-adjustable Freedom workspace version is 1300mm long x 895mm wide x 850mm height and weighs 55.8kg.

Line	Qty	Catalog	
7	1.00	B7660B	Chair

Chair for CT scanner

Line	Qty	Catalog	
8	1.00	B77292CA	CT Service Cabinet

Service cabinet for system accessories storage

Line	Qty	Catalog	
9	1.00	B7999ZB	2 Phase Uninterruptible Power Supply

Vertiv Uninterruptible Power Supply with custom designed cables to interconnect with GE scanners. The UPS Primarily Backs Up the System Computer Functions.

Bridges Short Power Outages and Provides Time for Crossover from Normal Main Power to Emergency Power. Must be Located Within Eight Feet of the PDU.

Line	Qty	Catalog	
10	1.00	B7877ZB	Rear Cable Cover

Cable Cover for gantry. The Covers will Provide Protection for the Cables & the Product.

Line	Qty	Catalog	
11	1.00	E8016AN	CT Table Slicker with Cushion - 2000 Systems (2-pc Set)

FEATURES/BENEFITS

- Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover
- Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids
- Increase system uptime by protecting table from spills and particulate contaminants
- Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas

COMPATIBILITY

- VCT with GT 2000 Table, CT HD750

Line	Qty	Catalog	
12	1.00	E8016BA	CT Footswitch Slicker - 2000 & 1700 Systems

The footswitch slicker for CT VCT 2000 and 1700 systems is made of durable, clear PVC plastic that protects the footswitch and facilitates faster, more thorough cleanup of contamination caused by blood and other body fluids. Cover is held securely in place with Velcro.

Line	Qty	Catalog	
13	1.00	E4502BB	CT Main Disconnect and UPS Control 380-480V 50 60Hz 90A

Main Disconnect Panel (MDP) UL 90A 400/480V 50/60Hz 3 phases for CT, PET and PETCT

The (Main Disconnect and UPS Control Panel serves as the main facility power disconnect source installed ahead of the CT system PDU. On systems where the optional partial system UPS is included in the system, the panel provides NEC mandated UPS emergency power-off control function via a UPS control cable included with the UPS. The optimized design PDB saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, control power source and required warning lights into a compact factory manufactured panel. The panel provides short circuit protection, overload protection and National Electrical Code and Canadian Electrical Code required emergency shutdown for the system. The 24-volt low voltage controls all power, using either the panel cover mounted EMERGENCY OFF push button or the remote EMERGENCY OFF push button included with each system. The PDB is painted to match the imaging system for a total coordinated system appearance. Available in a combination surface\semi-flush mounted enclosure. The system provides stock availability of otherwise special-order devices, saving time and installation costs.

Benefits

- The System Main Disconnect saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, the feeder overcurrent devices, magnetic contactors and UPS emergency power-off into one compact panel
- The system provides stock availability of otherwise special-order devices, saving time and installation costs
- Reduces installation time and cost by eliminating delays in obtaining individually enclosed components and by eliminating on site assembly
- UPS emergency power-off functions are included for future, partial system UPS addition.
- Disconnects system power on first loss of incoming power, preventing damage to system components
- Provides a standardized platform for UPS or other future GE engineered modifications or upgrades
- Main power disconnect operating handle can be padlocked in the OFF position for servicing safety and OSHA lock out/tag out
- The door has provisions for padlocking
- Enclosure door is interlocked with ON / OFF disconnect handle to prevent unauthorized access if disconnect is in the ON position

Features

- Optional partial system UPS provides clean uninterrupted power to the system computer, maintaining system integrity during power loss while also providing a solution to power quality problems
- UL, cUL listed, and CE labeled
- Supplied with low voltage, cover mounted Push to Stop, Twist to Restore pushbutton and long-life LED pilot lights
- Provides overcurrent and short circuit protection with GE GuardEON solid-state circuit breakers
- Suitable for use on systems with 25,000A of short circuit current. It is the installer's responsibility to verify that the available short circuit current is 25,000A or less for compliance to all electrical codes

- Emergency-off disconnects power to both the PDU and optional partial system UPS output, per National Electric Code
- Factory wired and tested
- All devices are selected for high reliability and long life
- Panel disconnect provides OSHA lockout / tag out provisions

Remote EPO

- This MDP comes with two normally closed contact blocks attached to the back of the emergency off push button.

Seismic Specifications

- This Panel has been certified by an independent California structural engineer in conformance with the shake testing requirements of ICC-AC 156. The California OSHPD number is OSP-0457-10.
- The seismic performance characteristics are as follows: $SDS(g) \leq 2.56$; $z/h \leq 1.0$; $lp \leq 1.5$

Physical Characteristics

- Dimensions: Height x Width x Depth: 24 x 16 x 7 inches (610 x 407 x 178 mm)
 - Handle depth: 2.75 inches (70 mm)
 - Weight: 46 pounds (21 kg)
- Components supplied with each panel

- The Main Disconnect and UPS Control Panel
- An Installation, Operations & Service Manual
- (2) sets of Emergency Power Off pushbuttons with 2NC on each EPO
- Drawings and Electrical Schematics

NOTES:

- Customer is responsible for arranging for installation with a qualified party
- ITEM IS NON-RETURNABLE AND NON-REFUNDABLE

Line	Qty	Catalog	
14	1.00	E8026AF	ulrich INJECTOR CT motion pedestal version w/heat retainer, Bluetooth, ECG, earthing kit, and battery. Includes delivery, installation, 1 wk apps training (5 consecutive days), and 1-yr warranty. No Preventive Maint included.

ulrichINJECT CT motion pedestal version with heat retainer, bluetooth, ECG earthing kit and battery.

- * Integrated CM heat retainers to maintain CM temperature in container
- * Media container holder for saline (NaCl)
- * Media detectors with status indicator
- * Display unit for simple, safe, and quick operation
- * Pressure sensors
- * Patient tubing air detector
- * Pump tubing-flex air detector with status indicator
- * ulrichINJECT CT motion is used in CT procedures for the delivery of Omnipaque™ and Visipaque™ (iohexol) Injection contrast medium from GE Healthcare as supplied in Imaging Bulk Packaging.
- * NOTE: ONLY GE Omnipaque™ and Visipaque™ Injection contrast medium may be used with this injector

Line	Qty	Catalog	
15	1.00	W0301CT	TIP CT Scanner 1 Training Program

This training program is designed for customers purchasing a GEHC CT system to include Optima, EVO, or Cardiographe. GEHC will work with the designated Customer contact to agree upon a reasonable training schedule for a pre-defined group of core technologists that will leverage blended content delivery and may include a combination of onsite days and virtual offerings, to include TiP Virtual Assist, the GEHC Answerline and available on-demand courses (“Virtual Inclusions”). This blended curriculum with multiple delivery platforms promotes learner retention and allows for an efficient and effective skill development.

This program may contain:

- Onsite training (generally 10 days)
- Virtual Inclusions may include:
- Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour
- Answerline Support-Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLinq button on

the imaging console

- Tip Virtual Assist-Direct interactive access to a GEHC expert for enhanced support.
- On Demand courses-On healthcare learning system. Self-paced courses and webinars (CE and non-CE).

Training will be delivered at a mutually agreed upon time between the customer and GE Healthcare (excluding GE Healthcare holidays and weekends), are subject to availability and generally will not exceed 14 days. This training program has a term of twelve (12) months commencing on Acceptance, where all onsite training must be scheduled and completed within twelve (12) months of Acceptance and all Virtual Inclusions also expire at the end of such twelve (12) month period. Additional onsite days may be available for purchase separately.

All GEHC “Training” terms and conditions apply. Given the unique nature of this program, if this program is purchased as part of a purchase under a Governing Agreement, including any Master Purchase Agreement, Group Purchasing Organization Agreement, or Strategic Alliance Agreement, this program shall take precedence over any conflicting training deliverables set forth therein

Line	Qty	Catalog	
16	1.00	E85101LA	CT-Navigation™ System Software and Workstation with CT Software

Overview

CT-Navigation is a guiding and tracking stereotactic solution for Percutaneous CT-guided Interventional Radiology. It displays simulated image of interventional instrument on a computer monitor screen that also shows images of the targeted organ(s) allowing to anticipate the instrument trajectory.

Includes

- Everything you need to get started
- CT-Navigation stand-alone workstation
 - CT-NAVIGATION Software
 - 24” touch screen
 - Application setting
 - User documentation
 - Mobile cart
 - Training/demonstration phantom
 - Black pelican case
 - 10 NaviKits
 - Initial customer training

Training

In-Person, 3 Day minimum training.

Service

In US and France contact IMACTIS. For Rest of World Contact IMACTIS Qualified Distributor.

Warranty

1 Year Limited Warranty.

Line	Qty	Catalog	
17	1.00	E85101LE	IMACTIS 1 Box of 5 NaviKits + 1 Non-Sterile Needle Holder

Overview

NaviKit is a single-use kit dedicated for percutaneous interventions performed with IMACTIS CT-Navigation. It is used with a non-sterile reusable needle holder for planning.

Includes

- 1 Blue Non-Sterile Needle Holder, Re-usable
- 5 Boxes of NaviKits, Single-use

Single-Use Components of NaviKit:

- Transparent Sterile Needle Holders
- Sterile Transparent Adhesive Film
- EM Sensor Sterile Cover
- GripLock Sterile Cable Securements

Compatibility
 NaviKit is intended for use with IMACTIS CT-Navigation solution.

Warranty
 Out of Box Failure

Additional Catalogs available for different quantities of NaviKits:
 E85101LG IMACTIS 1 Box of 25 NaviKits + 2 Non-Sterile Needle Holders

Line	Qty	Catalog
18	1.00	Services-CE-Americas-Dosewatch CapEx

Line	Qty	Catalog	
19	1.00	M85101CS	DW Device Connection for CapEx

- This license includes, if applicable to the device modality type, the following:
- License to receive and ingest data from the imaging device or contrast delivery system based on its communication capabilities, which may include DICOM (MPPS, SR, images, or secondary capture images), proprietary connections such as log files, or APIs. Any additional software and/or services required on the device for the connection must be purchased by the customer. The actual solution implemented shall be specified by the DoseWatch team. GE integration services are quoted separately.
 - Hybrid (multi-modality) imaging systems may require a separate license for each modality based on the desired connectivity.
 - The contrast data management module license is not included with the device connection license.

Line	Qty	Catalog	
20	1.00	M85101LU	Implementation Services ½ Day

A dedicated GEHC Project Manager will be assigned to provide and oversee the configuration and installation of purchased analytics software on a server of defined specification and configuration of required interfaces or connections with other systems such as imaging equipment, RIS, PACS, etc. (if needed).

Customer will provide a project manager to work directly with the Project Manager in the installation and setup of the solution. The customer project manager will be responsible for the ongoing maintenance of the hardware and operating system that houses the software.

Professional Services will be defined by the specific Statement of Work (SOW). Examples of such services include:

- Understanding of the project architecture and the best workflow
- Installation and configuration of purchased software components
- Setup of the licensed systems in the system
- Setup of RIS and PACS connections in the system when needed
- Configure network communication between system and GE Imaging devices. Work with customer to develop a comprehensive list of equipment to be connected. This may include equipment not currently covered by GE service contract
- For non-GE equipment and/or equipment not currently covered by GE contract, the Project Manager will support the Customer Project Manager to determine technical details such as software rev, DICOM capability, etc. in order to determine compatibility with the system being implemented.

Please note, DICOM capability is sometimes a "for purchase" option on some equipment. The Customer may need to purchase such options if they wish to connect those systems to the solution.

- Set up initial web interface administrative access and configure user-defined application settings.

These implementations services excludes:

- Data migration services (unless specifically detailed in SOW)
- Configuration of interfaces on third-party systems such as RIS, PACS, EMR, etc..
- Setup of systems covered by an OEM or third-party service agreement
- Providing for and configuring the hardware/software platform for the system
- Customer provided software, such as network administration, backup and antivirus solutions
- Customer network and/or firewall configurations to ensure connections and bandwidth

Total Quote Net Selling Price: \$888,736.19

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

GPO Agreement Reference Information

Customer:	ECU Health Medical Center
Contract Number:	Premier
Billing Terms:	80% on Delivery / 20% on Acceptance
Payment Terms:	NET 45 DAYS
Shipping Terms	FOB Destination

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE HealthCare and Premier

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

Please consult the following to access the applicable Agreements and Contract Summaries for the following Group Purchasing Organizations:

This product offering is made per the terms and conditions of Premier /GE Healthcare GPO Agreements as follows:

Imaging: Bone Densitometry:PP-IM-263, Cardiovascular Imaging:PP-IM-264, CT:PP-IM-265, General Radiography:PP-IM-266, Mammography:PP-IM-267, Molecular Imaging (Nuc/Pet):PP-IM-269, MRI:PP-IM-270, (Invasive Cardiology):PP-CA-477.

Ultrasound: PP-IM-271

Premier: Access the login page at <https://premierconnect.premierinc.com>. If a copy of the contract is not available, please consult your GPO Client Manager

1. Definitions. As identified in this Agreement, “Equipment” is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE HealthCare’s packaging and with its labeling; “Software” is software developed by GE HealthCare and/or delivered to Customer in GE HealthCare’s packaging and with its labeling, and Documentation associated with the software; “Third Party Software” and “Third Party Equipment” are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party’s packaging and with its labeling (collectively, “Third Party Product”); “Product” is Equipment, Software and Third Party Product; “Services” are Product support or professional services; “Subscription” is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated support Services; “Healthcare Digital Products” are: (i) Software identified in the Quotation as “Centricity”; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. “Specifications” are GE HealthCare’s written specifications and manuals as of the date the Equipment shipped; 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, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of expiration or termination.

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

4. Commercial Logistics

4.1 Order Cancellation and Modifications.

4.1.1 Cancellation. If Customer cancels an order prior to shipment without GE HealthCare’s written consent, Customer will be responsible for all third-party expenses incurred by GE HealthCare prior to Customer’s order cancellation and GE HealthCare may charge: (i) a fee of up to 10% of the Product price; and (ii) 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, Third Party Products and/or related professional or installation services; those orders are non-cancellable.

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

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

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

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

Products cannot be returned for refund or credit if they match the Quotation.

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

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

4.6 Acceptance.

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

4.6.2 Software Acceptance. Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("Software Test Period"). If the Software fails to perform accordingly, Customer will provide to GE HealthCare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE HealthCare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "Go-Live Date" as defined in the Quotation.

4.6.3 Third Party Product Acceptance. Third Party Products are accepted 5 days after delivery.

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

4.7 Third Party Products and Services. If GE HealthCare provides Third Party Products and/or Services, then (i) GE HealthCare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE HealthCare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.

4.8 Mobile Equipment. GE HealthCare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle. 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 and Healthcare Digital Products to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE HealthCare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE HealthCare may terminate Customer's Software license, Subscription or use of the Healthcare Digital Product.

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, Customer is more than 45 days past due on undisputed payments, GE HealthCare may, on 10 days' prior written notice, disable and/or remove the Products.

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

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

7. **Subscriptions**. The following terms apply to all Subscriptions (excluding Healthcare Digital Products).

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

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

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

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

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

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

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

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

8. General Terms.

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

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

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

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

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

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

9. Compliance.

9.1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States, 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, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE HealthCare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE HealthCare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE HealthCare will provide safety-related updates for Equipment and Software required by applicable laws and regulations at no additional charge.

9.2. Security. GE HealthCare is not responsible for: (i) 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.

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

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

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

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

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

9.8. Use of Data.

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

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

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

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

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

10. Disputes and Arbitration

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

11. Liability and Indemnity.

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

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

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

11.4. General Indemnification.

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

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

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

12. Payment and Finance.

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

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

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

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

14. **Imaging Equipment Uptime Commitment**. GE HealthCare will provide an uptime commitment during warranty for CT, MR, nuclear imaging, and x-ray Equipment, excluding peripherals ("Eligible Equipment") if Customer provides GE HealthCare with: (i) access to Eligible Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to Eligible Equipment. The "Uptime Commitment" for nuclear imaging and x-ray Eligible Equipment is 95%, except digital mammography, digital radiographic and vascular x-ray systems and all other Eligible Equipment is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

If GE HealthCare fails to meet the Uptime Commitment over a 26-week period, it will extend the warranty as follows:

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

Uptime is calculated as follows:

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

"Uptime Base" = ("a" hours per day X "b" days per week X 26 weeks) - (Planned Maintenance ("PM") hours during prior 26 weeks), where "a" hours per day and "b" days per week are determined by the standard warranty for Eligible Equipment. "Downtime" is the number of hours during which Eligible Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE HealthCare that Eligible Equipment is inoperable and unavailable for use due to GE HealthCare's design, manufacturing, material or performance failure ("Critical

Malfunction). Downtime ends when Eligible Equipment is available for clinical use. To be eligible for the Uptime Commitment, Customer must maintain a performance log that includes data required to calculate Downtime.

15. **DoseWatch Device License.** Each connection of a Device (defined below) to the DoseWatch Software requires Customer to purchase a unique Device license referencing a Device ID that allows concurrent use of the DoseWatch Software with that Device at a specified Customer facility on Customer's secured network. All other terms, duration and warranties applicable to the Software license apply to the Device license. "Device" is specific Customer equipment approved by GE HealthCare to be connected to DoseWatch Software under this Agreement. Additional Device connections may be added to this Agreement, subject to individual Device licenses, and related installation, implementation, configuration and optimization services at GE HealthCare's then-current rates.

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

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

16.2 Scope.

16.2.1 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.

16.2.2 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.

16.2.3 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.

16.2.4 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.

16.2.5 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.

16.2.6 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.

16.2.7 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.

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

17. Positron Emission Tomography ("PET") and Computed Tomography ("CT"). Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system.

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

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

Performix 160A (MX160) Tubes: 3 years

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

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

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

OEC New or Exchange Service Parts: 120 days

OEC Tubes and Image Intensifiers: 1 year

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

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

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

Voluson P8 BT18 and newer, 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 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.

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

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

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

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

CARESCAPE ONE : 3 year parts, 1 year labor (excluding displays, which are standard 1 year parts and labor)

Micromodules: 3 year parts, 1 year labor (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).

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

Appendix B

Equipment Brochure



Sustainable computed tomography solutions for a resilient tomorrow



Revolution™ Ascend



Creating a more sustainable future requires we care for the planet and its inhabitants.

It is essential that we continue to drive progress toward early, precise, and accessible diagnosis and treatment of more patients. For the planet, it is critical that we do so with a reduced impact on precious and rare resources that are imperative to life. We believe that the advancement of precision health, greater digitization of healthcare, and increased access to quality care are fundamental to accomplishing this goal.

We support carbon policies that reduce greenhouse gas emissions and promote sustainable development. We are committed to achieving net zero by 2050 and are part of the UN-backed “Race to Zero,” with a goal of reducing emissions based on the Paris Agreement. We’ve also set a public goal to achieve a 50% reduction in our own operational emissions by 2030. As a result of these efforts, we want to enable a more sustainable health system by addressing not only the environmental impacts of our products but also the challenges healthcare professionals and their patients face with resilient, digital options.



We are committed to achieving **net zero** emissions by 2050.

We’ve set a public goal of a **50% reduction** in our own operational emissions by 2030.

**We deliver sustainable,
intelligently efficient
solutions for a resilient
tomorrow.**

Building a healthier world to
help improve access to care and
enable better patient outcomes.



Green

Using fewer resources for a healthier planet.

Digital

Transforming healthcare through innovation.

Resilience

Building flexibility and dependability across healthcare systems.



Revolution™ Ascend helps create a resilient tomorrow.

Our CT system, Revolution™ Ascend, and its services help ensure that radiology professionals and the patients they serve have the technology necessary to create a sustainable and resilient tomorrow.

Reducing environmental impact

- Reduce energy consumption up to 15% when using Energy Savings Mode.¹
- Reduce energy consumption by 68% when using Energy Savings Mode (ESM) and by 62% when not using ESM compared to the previous generation CT.²
- 84% of materials used in the system are recyclable.³

Improving outcomes

- Enhance your clinical outcomes by experiencing a new standard in image quality with TrueFidelity™.
- Ensure better comfort for users and patients with a 75 cm wider bore design.
- Gain efficiency with a new standard in CT with Effortless Workflow.



¹ Compared to the same system not using Energy Savings Mode.

² Compared to the predicate product. Data on file.

³ Data on file.



Contributing to a healthier planet

More than half of the healthcare sector’s climate footprint, approximately 53%, is attributable to energy use.⁴ As a result, we have strengthened our commitment to environmentally conscious design and sustainable practices across our product manufacturing, sourcing, distribution, installation, and service operations. This includes improving energy efficiency, optimizing the use of limited or rare materials, providing digitally enabled and remote predictive and maintenance service throughout the product lifespan, and offering refurbishment and recycling options at the end of product life.

GE Healthcare environmental management system is ISO 14001 certified

Our production and service operations align to ISO 14001 standards.

Materials

GE Healthcare reviews the environmental aspects of the material supply used within our products to increase recyclability and decrease the use of hazardous substances, when possible.

Recyclable

84% of materials used in the system are recyclable.⁵

When we build a replacement X-ray tube for the Revolution Ascend, 60.1% of the mass of the X-ray tube is reused, helping to reduce energy use and the consumption of natural resources.⁵

Reduce the use of hazardous substances

EU RoHS directive 2011/65/EU

REACH (EC) 1907-2006

The Revolution Ascend gantry design does not use lead material as counterweight but instead uses steel, helping to improve production worker safety and reduce environmental impact.

⁴ Health care climate footprint report | Health Care Without Harm (noharm-uscanada.org)

⁵ Data on file.



Packaging and distribution

GE Healthcare imaging equipment has a robust and multi-sourced supply chain for systems and spare parts across all product portfolios.

Improved packaging⁶

The packaging materials consist of wooden pallets with cardboard overpack and plastic vibration absorbers.

Wood: 73%

Cardboard: 24%

Plastic: 3%

Total package weight: 445kg

Product transportation⁷

Air transport: 47%

Ocean transport: 10%

Truck transport: 43%

53% product transportation utilizes low environmental impact modes⁷

Product utilization

Our imaging products are designed to help enable energy efficiency through dedicated features and advanced applications to reduce the environmental impact.

Reduce energy consumption

Guidance for product utilization

Instructions are provided for use of the equipment to minimize the environmental impact during use and operation.

Reduce energy consumption during use

Save 15% of energy consumption when using Energy Savings Mode.⁸

Reduce energy consumption by 68% when using Energy Savings Mode compared to the previous generation CT.⁹

Power consumption¹⁰

Scenario – Off: 31 kWh

Scenario – Idle: 41 kWh

Scenario – Low Power: 37 kWh

⁶ The values provided are based on the typical packaging at GEHC's CT manufacturing sites for the Revolution Ascend system.

⁷ The values provided are based on product transportation and distribution during 2021.

⁸ Compared to the same system, not using Energy Savings Mode.

⁹ Compared to previous generation CT system.

¹⁰ Per COCIR Self-regulatory initiative for medical imaging equipment, over a 24-hour period, with 12 hours of active day and 12 hours night scenario as noted (Off, Idle, Low Power).



Product utilization (Cont.)

Ergonomically designed

Patient setup and positioning

AI-based Auto Positioning enables automatic landmark detection and identifies the scan range center automatically to ensure table positioning alignment. The scanner uses the scan range center information and automatically aligns this to isocenter of the gantry.

Automatic table elevation and cradle movement into the gantry completed with one simple click—no need to use positioning buttons on the gantry.

Reduce staff burden

Intelligent Protocoling uses machine learning to automatically suggest a protocol for each exam. Learning from each site's individual behaviors, Intelligent Protocoling reduces the time spent searching for protocols and may help in reducing errors in protocol selection.

For flexible options, the remote control panel allows the technologist to make table position adjustments or set a landmark from the console.



End of product life

We are increasingly putting our retired products' materials back into the supply chain to maximize efficient use and minimize unnecessary waste. This circularity model enables our imaging products to extend their clinical impact through longer lifespans while reducing the environmental footprint. Additionally, we offer our customers partnered support for upgrades and services throughout a product's lifespan to maintain optimal performance and help drive better patient outcomes.

Our refurbishment programs involve an extensive inspection and testing process, designed to bring equipment back to its original certified manufacturing specifications. If the system is not suitable for refurbishment, eligible parts are harvested for reuse after quality and performance testing, while the rest are returned to dedicated recycling facilities.

Guidance for end of lifecycle

Equipment instructions are provided to minimize the environmental impact for disposal or recycling.

Upgrades: hardware and software options are provided as a solution to extend the product lifespan.

Revolution Ascend offers multiple upgrade options to extend the lifespan of the system, including upgrading from 64 to 128 slices.

Software upgrades are also available, such as TrueFidelity, our deep learning image reconstruction. Utilize Smart Subscription to help keep your software up to date.

Parts harvesting and refurbishment: options are provided to reduce waste and environmental impacts while extending imaging access to less advantaged regions.

CT system parts are eligible for assessment for the refurbishment program, in which they are assessed for refurbishment, harvesting, or recycling at the appropriate time in the lifespan.¹¹

94–96% of most systems are reused, refurbished, or recycled, extending the lifetime of each product.¹¹

Waste reduction

This system is in accordance with Waste Electrical and Electronic Equipment (WEEE) regulations.

¹¹ Products within MR, CT, Nuclear Medicine, and PET/CT are eligible for refurbishment, although whether a system is actually refurbished versus harvested for parts or otherwise recycled or reused is dependent on the state of the system when GE Healthcare takes possession of it.



GE Healthcare product stewardship commitment

For more than 20 years, GE Healthcare's GoldSeal program has played a vital role in reducing medical imaging equipment waste by promoting and enabling the reuse of equipment and parts from de-installed imaging systems. After undergoing an extensive inspection and testing process, GoldSeal equipment is refurbished to meet the original system specifications. Buyers of GoldSeal MRI, CT, or PET/CT products can save on the acquisition costs associated with buying new equipment. Machines deemed unsuitable for GoldSeal refurbishment are dismantled at end of life, and after successfully passing acceptance testing criteria, specific parts are harvested for reuse. Where harvesting is not appropriate, GE Healthcare recycles about 94–96% of most systems. In a typical year, GoldSeal refurbishes approximately 8,000 pieces of imaging machines and ultrasounds.

NEW PRODUCT PURCHASE OR LEASE

GOLDSEAL PROGRAM: LEASE RETURN PRODUCT OR BUYBACK

- Comprehensively refurbished and/or remanufactured
- Updated with new software
- Recertified following all FDA requirements
- Equipment backed with 1 year, same-as-new equipment warranty

RECLAIM FOR PARTS AND MATERIALS

Identify parts for refurbishing and/or repurpose

END OF LIFE

About 94–96% of most systems are recycled, substantially reducing the volume of waste en route to landfills.



Digitizing healthcare through transformative innovations for a resilient tomorrow

We are committed to investing in digital capabilities that help accelerate clinical decision making, optimize imaging operations, and drive efficiencies in exam workflows, all of which can improve patient outcomes. Enabling digital transformation will further enhance our predictive and maintenance service operations for the life of your products.

We are also dedicated to driving a more resilient and sustainable future in healthcare. Many factors, including the pandemic, climate-related weather disasters, and supply-chain issues amplified this need. Managing operations through these challenges requires resiliency and perseverance.

Advancing clinical outcomes

Advanced applications and cutting-edge AI tools provide personalized data to drive actionable insights, helping healthcare professionals make fast, accurate clinical decisions for care pathways.

Drive advancements with precision health

While the CT scan itself is the fastest in diagnostic imaging, the sequence from referral to report needs to be faster to meet procedure volume. To accomplish that, we have redefined the entire CT experience with Revolution Ascend, a 75 cm wide-bore CT system making the CT process faster, more intuitive, and approachable while providing the image quality you expect.

With an AI-based workflow, smart user interface, and cutting-edge technology, Revolution Ascend substantially simplifies, streamlines, and automates the CT experience.



Advancing clinical outcomes (Cont.)

Gain actionable clinical insights quicker for earlier diagnosis

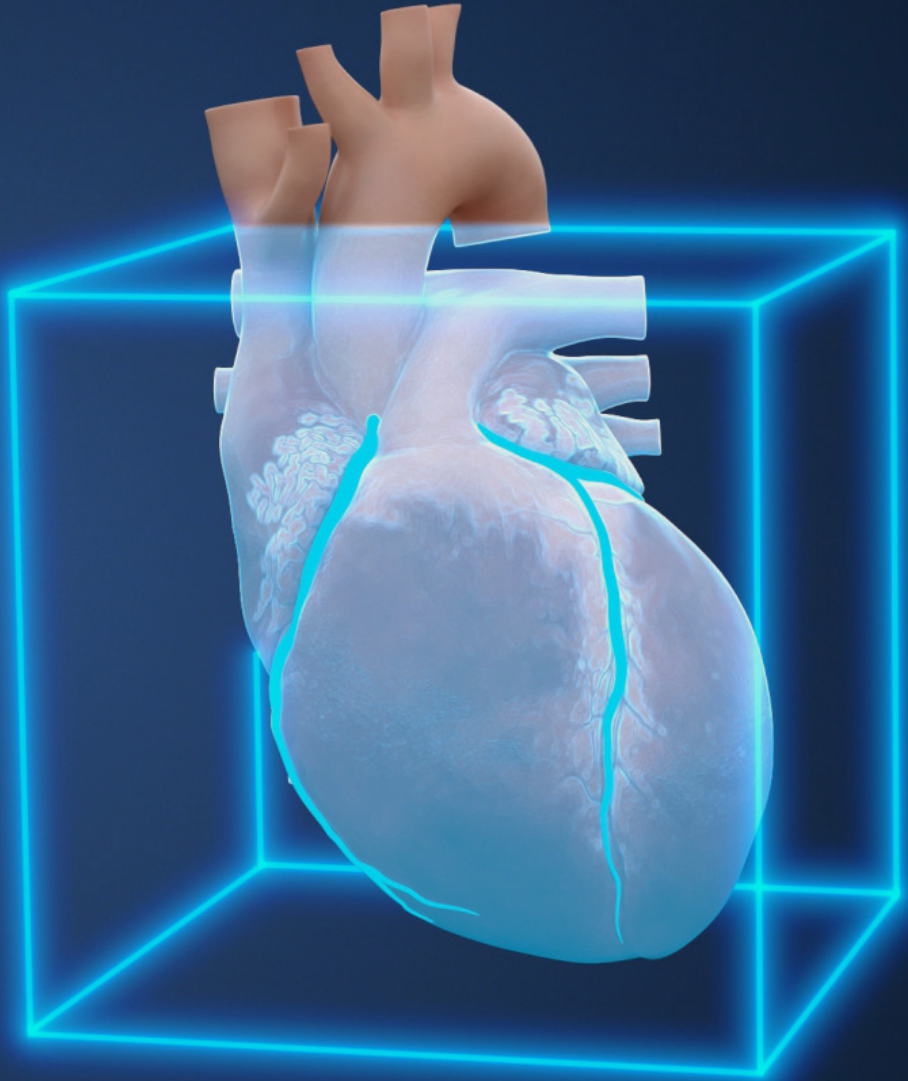
Whenever there is residual motion in the coronary arteries, let SnapShot Freeze 2 go to work in further reducing the motion within the vessel. Minimize the motion within the structures of the heart, and further improve image quality of anatomy that is constantly in motion.

A reproducible method for segmenting the liver guided workflow, DL Hepatic VCAR can help in assessing the complete liver anatomy to assist in surgical planning and lesion evaluation.

Musculoskeletal studies are made simpler with automated spine labeling by DL Bone VCAR.

Automate detection of lung nodules with digital contrast agent Lung VCAR.

Review all CT series acquired for acute stroke workup with exceptional flexibility and simplicity with comprehensive workflow solution FastStroke.





Revolution



Advancing clinical outcomes (Cont.)

Keep your imaging equipment up to date with advanced clinical applications

Smart Subscription protects your equipment from obsolescence and keeps the system at its best. It improves patient outcomes and productivity due to improved functionality and easy access to innovation.

Help improve patient outcomes with improved image quality

Use up to 82% lower patient dose with ASiR-V™ with the same image quality.¹²

By utilizing our deep learning image reconstruction engine, TrueFidelity sets a new benchmark in CT image quality. Gain outstanding image details, clarity, and texture all at the same time—without compromise.

¹² Compared to standard filtered back projection (FBP) reconstruction. In clinical practice, the use of ASiR-V may reduce CT patient dose depending on the clinical task, patient size, anatomical location, and clinical practice. A consultation with a radiologist and a physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task.



Optimizing imaging operations

Our AI-based and advanced digital solutions are designed to increase efficiencies across the radiology spectrum without increasing the administrative and training burden on radiologists and technologists.

Increase productivity and consistency

90% protocol suggestion accuracy with Imaging Protocol Manager.¹³

Remotely upload, edit, and monitor protocols for multiple service lines, including CT and MR, to deliver consistent image quality and optimal patient care with Imaging Protocol Manager.

Gain data intelligence and actionable insights across your radiology department to increase productivity with Imaging Insights.

Help reduce repeat scans and ensure accuracy through live support by leveraging centralized expertise and standardized care across the enterprise with Digital Expert.

¹³ Results may vary depending on the circumstances, including but not limited to exam type and clinical practice. This analysis was performed on 3175 exams, representing 17 different exam descriptions, collected from 4 different medical evaluation sites.



Optimizing imaging operations (Cont.)

Increase productivity and consistency (Cont.)

Leverage on-demand or scheduled virtual clinical applications training with GE specialists to support staff enabled by Digital Expert Access.

Resilient solutions, such as remote control function combined with 3 in-scan-room cameras, allow the technologist to fully operate the CT scanner without the need for interacting with patients during high-risk or critical times such as the pandemic.

Remote diagnostics and predictive analytics solutions to streamline your needs:

- Enable software updates, reducing the need for on-site support.
- Secure serviceability, review, and system troubleshooting

Reduce downtime

OnWatch™ and Tube Watch™ enable predictive services to digitally track key system metrics and detect any anomalies. They send proactive alerts to a remote engineer, who either makes the repair online or schedules a service call.*

- 75% reduction in tube-related downtime
- 41% reduction of overall system unplanned downtime
- 36% of total onsite labor is planned

Cybersecurity

GE Healthcare's Design Engineering Privacy and Security (DEPS) process follows GDPR, HIPAA, NIST 800-53, NIST 800-30, ISO 27001, and NIST CSF requirements.

* Results may not be typical of every customer's performance. Versus a break and fix model. Average planned labor hours are calculated by using all the proactive service requests initiated by the system with their associated planned downtime compared to the service requests initiated by the customer with associated unplanned downtime.



Enabling intelligent exam workflows

Intelligent automation features help to drive consistency, enable fast, easy exams, and improve workflow with fewer resources, all while achieving similar or improved outcomes.

Reduce setup time

Streamline the patient setup with Auto Positioning. Starting with smart protocol selection and automated centering, simply click a button to automatically position your patient at the start location of the scan.

Reduce exam time

21% reduction in entire exam time with Effortless Workflow¹⁴

66% reduction in clicks per CT exam with Effortless Workflow¹⁵

56% reduction in scan setup with Effortless Workflow¹⁶

¹⁴ Compared to legacy GE CT scanners. Data based on comparison between GE's legacy products (16ch and 64ch scanner) and Revolution Ascend in the three institutions using a pilot product, with routine head and body selected. The data set of this comparison was 838 exams for legacy products and 1387 exams for Revolution Ascend. The time-saving value may not be effective for all institutions depending on the clinical practice. Definition of entire exam time is from "Open new patient" to "Last primary recon completed" for Revolution Ascend and "Close exam" for legacy products.

¹⁵ Compared to legacy GE CT scanners. Required clicks are defined as the number of clicks required to execute a scan, from selecting a new patient to start scan. The number of all associated required clicks for and in clinical practice may vary depending on the circumstances, including but not limited to the clinical task, exam type, clinical practice, and image reconstruction technique.

¹⁶ Compared to legacy GE CT scanner. Data based on comparison between GE's legacy products (16ch and 64ch scanner) and Revolution Ascend in the three institutions using a pilot product, with routine head and body selected. The data set of this comparison was 838 exams for legacy products and 1387 exams for Revolution Ascend. The time-saving value may not be effective for all institutions depending on the clinical practice. Definition of scan setting time is from "Open new patient" to "Confirm setting for scout."



Enabling intelligent exam workflows (Cont.)

Ease of use

Seamlessly multi-task with Clarity Operator Environment, leveraging the task list during scan setup to plan ahead and automate repetitive tasks, such as reconstructions, image transfer, image processing, and more.

SmartPlan automatically recommends the scan range from the patient scout based on the clinical indication of the scan protocol, for a faster and more standardized workflow.

Use Auto Prescription for an automated workflow and personalized scanning.

Cleanability

Our equipment is designed to be cleaned and disinfected easily. We continue to test and approve new cleaning and disinfecting agents. Visit [Cleaning.GEHealthcare.com](https://www.gehealthcare.com/cleaning) for updates.

The validated cleaning and disinfection instruction manual can be downloaded on the [customer documentation portal](#) with document number 5881700-1.



Building a healthy world to help enable better patient outcomes.

GE Healthcare is a member of COCIR, the European Trade Association representing the medical imaging, radiotherapy, health ICT, and electromedical industries.**

***<https://www.cocir.org/about-cocir/members.html>*

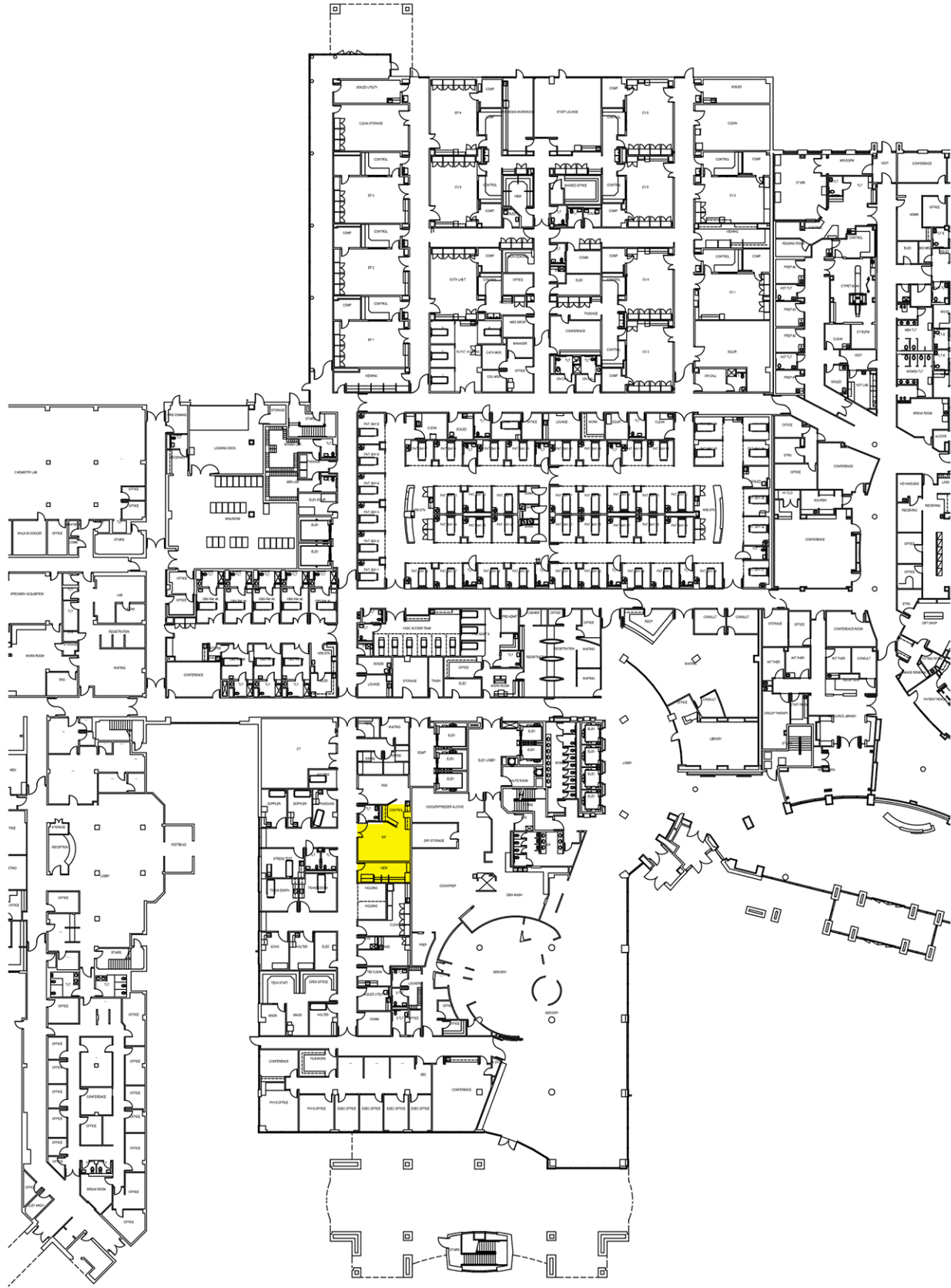
Not all products or features are available in all geographies. Check with your local GE Healthcare representative for availability in your country. Not all features are included in the standard system configuration. Check with your local GE Healthcare representative.

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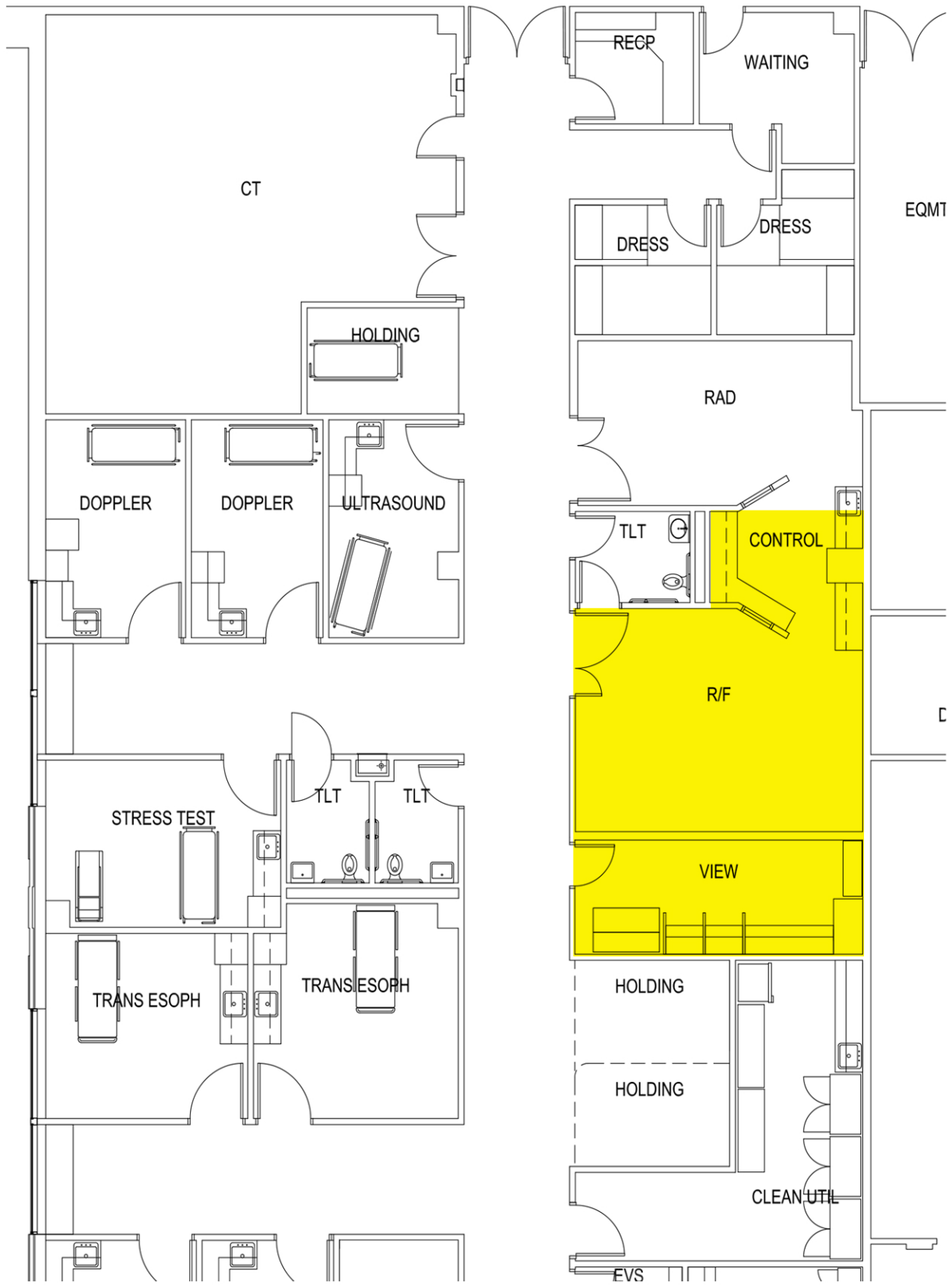
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Appendix C

Site and Floor Plans



ECU Health Medical Center ECHI
Floor Plan - Level 01
CT6 Room Construction



ECU Health Medical Center ECHI
 Floor Plan - Level 01
 CT6 Room Construction

Appendix D

Capital Cost Sheet

CAPITAL COST SUMMARY - EHMC 6th CT Scanner

Site Costs

(1) Full purchase price of land Acres 0 Price per Acre \$ _____	\$ 0
(2) Closing costs	\$ 0
(3) Site Inspection and Survey	\$ 0
(4) Legal fees and subsoil investigation	\$ 0
(5) Site Preparation Costs [Include]	
Soil Borings	
Clearing and Grading	
Roads and Parking	
Sidewalks	
Water and Sewer	
Excavation and Backfill	
Termite Treatment	
Sub-Total Site Preparation Costs	\$ 0
(6) Other (Specify)	\$ 0
(7) Sub-Total Site Costs	\$ 0
Construction Contract	
(8) Cost of Materials [Include]	
General Requirements	
Concrete/Masonry	
Woods/Doors & Windows/Finishes	
Thermal & Moisture Protection	
Equipment/Specialty Items	
Mechanical/Electrical	
Sub-Total Cost of Materials	\$ 386,328
(9) Cost of Labor	\$ 257,522
(10) Other (DHSR Review Fee)	\$ 1,655
(11) Sub-Total Construction Contract	\$ 645,505
Miscellaneous Project Costs	
(12) Building Purchase	\$ 0
(13) Fixed Equipment Purchase/Lease	\$ 888,736
(14) Movable Equipment Purchase/Lease	\$ 0
(15) Furniture	\$ 0
(16) Landscaping	\$ 0
(17) Consultant Fees	
Architect and Engineering Fees	\$ 82,600
Legal Fees	\$ 0
Market Analysis	\$ 0
CON Preparation	\$ 0
Sub-Total Consultant Fees	\$ 82,600
(18) Financing Costs (e.g. Bond, Loan, etc.)	\$ 0
(19) Interest During Construction	\$ 0
(20) Other (Specify)	\$ 0
(21) Sub-Total Miscellaneous	\$ 971,336
(22) Total Project Capital Cost (Sum A-C above)	\$ 1,616,841

I assure that, to the best of my knowledge, the above capital costs for the proposed project are complete and correct and it is my intent to carry out the proposed project as described.



From: [Waller, Martha K](#)
To: [Stancil, Tiffany C](#)
Subject: FW: [External] ECU Health Letters of No Review (Final Email)
Date: Thursday, September 26, 2024 10:00:08 AM
Attachments: [ECU Health Med. Ctr. 6th CT - Final Submission Packet.pdf](#)
[image001.png](#)

#3 EMAIL... Final

Martha Waller

Administrative Specialist 1

Division of Health Service Regulation, Certificate of Need Section North Carolina Department of Health and Human Services

Main: 919-855-3873

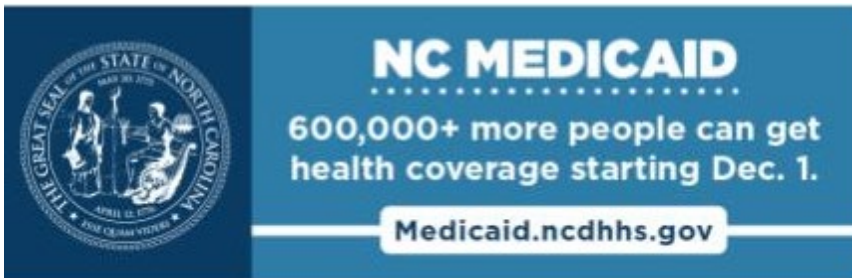
Office: 919-855-3885

martha.waller@dhhs.nc.gov

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Raleigh, NC 27699-2704

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From: Lentz, Samuel <Samuel.Lentz@ecuhealth.org>
Sent: Tuesday, September 24, 2024 1:52 PM
To: Waller, Martha K <martha.waller@dhhs.nc.gov>
Cc: Shovelin, Jeffrey <JShoveli@ecuhealth.org>
Subject: [External] ECU Health Letters of No Review (Final Email)

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Ms. Waller,

Attached is the last of 5 Letter of No Review requests. This email includes a letter for the following project:

- ECU Health Medical Center 6th CT

Again, please confirm receipt and let us know if anything else is needed. Sorry for all the email traffic!

Thank you!

-Sam