



NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

April 20, 2020

Dorsey Tobias
dorsey.tobias@unchelath.unc.edu

Exempt from Review – Replacement Equipment

Record #: 3262
Facility Name: Nash General Hospital
FID #: 933368
Business Name: Nash Hospitals, Inc.
Business #: 1289
Project Description: Replace CT scanner
County: Nash

Dear Ms. Tobias:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of April 14, 2020, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the GE Healthcare Rev HDe6 ES CT scanner to replace the existing GE Healthcare Lightspeed Pro 32 VCT Serial #1660Y60 CT scanner. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

Moreover, you need to contact the Agency’s Construction and Radiation Protection Sections to determine if they have any requirements for development of the proposed project.

It should be noted that the Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this office and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Gregory F. Yakaboski
Project Analyst

Handwritten signature of Martha J. Frisone

Martha J. Frisone
Chief

cc: Construction 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



2460 Curtis Ellis Drive, Rocky Mount, NC 27804  
252 962-8000 / www.nashu3nchealthcare.org

April 14, 2020

**Via E-MAIL**

Greg Yakaboski, Project Analyst, Certificate of Need  
N.C. Department of Health Service Regulation  
809 Ruggles Drive  
Raleigh, NC 27603

RE: Nash UNC Health Care  
Replacement of Existing CT Scanner  
Seeking CON Exemption NCGS 131E-184(a)(7)  
Rocky Mount, NC (FID 933368; Nash County)

Dear Mr. Yakaboski,

Nash Health Care Systems (d.b.a. "Nash UNC Health Care", "Nash UNC") seeks to replace an existing CT scanner with a new Rev HDe6 ES CT scanner from GE Healthcare, and locate it at Nash UNC's Emergency Department located at 2460 Curtis Ellis Drive, Rocky Mount, NC 27804, which is part of Nash UNC's main campus. The existing scanner will be sold or disposed of when the new scanner is operational.

The purpose of this letter is to provide the Agency with notice and to request a determination that the purchase of the replacement CT scanner is exempt from Certificate of Need ("CON") review because it is consistent with the replacement equipment definition outlined in N.C. Gen. Stat. 131E-176(22a) which states that the replacement equipment is comparable to the equipment being replaced if it has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements. Additionally, the project costs less than two million dollars and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced.

Pursuant to 10A N.C.A.C.14C.0303 the proposed CT scanner meets the replacement equipment definition because:

1. It is comparable to the equipment currently in use. It has the same technology as the equipment currently in use, although it does possess expanded capabilities due to technological improvements.
2. It is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service.
3. The acquisition of the proposed CT scanner will not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.
4. The existing equipment was not purchased second-hand nor was the existing equipment leased.
5. The replacement equipment is not capable of performing procedures that will result in the provision of a new health service or type of procedure that has not been provided with the existing equipment.

The costs related to the replacement totals \$760,163.98. Included in the total is: \$736,670.98, the new equipment cost, per Attachment A – Vendor Equipment Quote; \$23,493, the cost of minor renovations

needed to accommodate the installation of the new CT scanner, per Attachment B – Estimated Quote of Minor Renovations. This does not take into account the re-sale value of the existing CT scanner, which was being sourced prior to the COVID-19 outbreak, but has been deprioritized for now.

In support of our request, please find attached:

- Attachment A – Vendor Equipment Quote
- Attachment B – Estimated Quote of Minor Renovations
- Attachment C – Equipment Comparison Chart

Nash UNC hereby requests that the Agency provide a written response confirming that the purchase of a replacement CT Scanner for the hospital space described herein does not require CON review. If the Agency needs additional information to assist in its consideration of this request, please apprise us as soon as possible. We thank you for your consideration of this request.

Sincerely,

Dorsey Tobias  
Executive Director, Marketing, Communications & Strategy  
Nash UNC Health Care

Enclosures

Nash General Hospital, Nash Day Hospital, Coastal Plain Hospital, and Bryant T. Aldridge Rehabilitation Center

Up-fit Costs for CT Scanner

Estimates completed by:  
**Jason C. Brand, M.Ed., MHA**  
 Executive Director, Life Safety & Facilities Management  
 Nash UNC Health Care  
 2460 Curtis Ellis Drive, Rocky Mount, NC 27804  
 O: 252.962.8823 | M: 919.482.5588  
[Jason.brand@unchealth.unc.edu](mailto:Jason.brand@unchealth.unc.edu)

DESCRIPTION	LINE TOTAL
Epoxy Flooring for CT room up-fit	7,638
New window and lead lined frame	10,855
Miscellaneous items	5,000
<b>TOTAL</b>	<b>23,493</b>



February 7, 2020  
 Quote Number: 2005774176.11  
 Customer ID: 1-2311EF  
 Agreement Expiration Date: 3/31/2020

UNC Health Care System On Behalf of Nash General Hospital  
 2460 Curtis Ellis Dr  
 Rocky Mount, NC 27804-2237

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 and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE Healthcare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the Quotation supersedes.

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:	University of North Carolina Health Care System MPA-11008
Terms of Delivery	FOB Destination
Billing Terms	10% down / 70% delivery / 20% install
Payment Terms	Due On Receipt-30 Days
Total Quote Net Selling Price	\$736,670.98
Sales and Use Tax Exemption	No Certificate on File

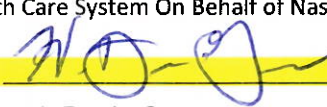
**IMPORTANT CUSTOMER ACTIONS:**

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

- Cash\*
- GE HEF Loan                       GE HEF 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.

UNC Health Care System On Behalf of Nash General Hospital

Signature: 

Print Name: H. Davis Greene

Title: Vice President, Operations

Date: February 10, 2020

\_\_\_\_\_

Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

Signature: Nicholas Bengel

Title: Imaging Account Manager

Date: February 7, 2020



February 7, 2020  
 Quote Number: **2005774176.11**  
 Customer ID: **1-2311EF**  
 Agreement Expiration Date: **3/31/2020**

**To Accept This Quotation**

Please sign and return this quotation together with your Purchase Order to:

**Name: Nicholas Bengel**  
**Email: nicholas.bengel@ge.com**  
**Phone: 414-238-7008**  
**Fax:**

**Name: Jim Benecki**  
**Email: jim.benecki@ge.com**  
**Phone: (615) 390-3634**  
**Fax: (910) 401-1049**

**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**

**UNC Health Care System On Behalf of Nash General Hospital      Addresses:**

**Bill To:**      NASH GENERAL HOSPITAL      NASH HOSPITALS INC, NASH GENERAL HOSPITAL 2460 CURTIS ELLIS DR  
 ROCKY MOUNT, NC, 27804-2237

**Ship To:**      NASH GENERAL HOSPITAL      , 2460 CURTIS ELLIS DR, , ROCKY MOUNT, NC, 27804-2237

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

Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms: Signature page on quote filled out with signature and P.O. number \*\*\*\* OR\*\*\*\* Verbiage on the purchase order must state one of the following:

(i) Per the terms of Quotation # \_\_\_\_\_, (ii) Per the terms of GPO # \_\_\_\_\_; (iii) Per the terms of MPA# \_\_\_\_\_; or (iv) Per the terms of SAA # \_\_\_\_\_.

Include applicable quote/agreement number with the reference on the purchase order. In addition, Source of Funds (choice of Cash/Third Party Load 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)."

Line	Qty.	Catalog	Pricing Non-Disclosure Language
1	1.00	Y0000LC	

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.

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	Rev HDe6 ES
2	1.00	S7910ES	

A better exam with superb clarity.

High definition image quality requires innovation throughout the image chain. With technologies and features that have set new benchmarks for image clarity, Revolution(TM) HD enables diagnostic confidence for a wide range of clinical applications. Spatial and temporal resolution, signal-to-noise ratio, low-contrast detectability and artifact reduction are all fundamental to CT image quality. Revolution HD offers a true diagnostic breakthrough with best-in-class spatial resolution of 0.23 mm across the full scan length (Calculated using 0% MTF). With this system, you can also easily upgrade to cutting-edge applications in oncology, cardiology and neurology - including applications such as Gemstone Spectral Imaging that take you beyond anatomical analysis to quantitative tissue characterization and advanced functional imaging.  
 Low dose made possible by iterative reconstruction

ASiR-V is the newest technology in GE's family of industry leading iterative reconstruction techniques. ASiR-V allows healthcare providers to lower dose by up to 82% as compared to standard filtered back-projection (FBP) reconstruction at the same image quality. ASiR-V may provide the following.

- ASiR-V reduces dose by up to 82% relative to FBP at the same image quality
- ASiR-V improves low contrast detectability by 59% to 135% at the same dose
- ASiR-V reduces image noise up to 91% at the same dose+
- ASiR-V improves spatial resolution up to 2X (107%) at same image noise+
- ASiR-V image reconstruction has the capability to reduce low signal artifact such as streak artifact compared to FBP

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 clinical task. Low Contrast Detectability (LCD), Image Noise, Spatial Resolution and Artifact were assessed using reference factory protocols comparing ASiR-V and FBP. The LCD measured in 0.625 mm slices and tested for both head and body modes using the MITA CT IQ Phantom (CCT183, The Phantom Laboratory), using model observer method." Image quality is defined by low contrast detectability.

Focus less on the system and more on your patients

The Xstream display prominently shows the patient name, making exams more personal. It also includes a number of educational videos that explain CT procedures or can be used as a distraction technique for younger patients. In addition, with one-stop ED mode, you can select and confirm patient, protocol and scan settings at the gantry.

Helping you lead the way in delivering high quality care at ultra-low dose with Smart Technologies

Better patient care, improved efficiency, expanded applications. Smart Technologies is a suite of intelligent CT tools designed to help you achieve these goals, delivering diagnostic confidence with lower levels of radiation. Revolution HD is MITA XR-29-2013 compliant. The Revolution HD gantry design includes the Xstream display and provides a number of workflow enhancements for you, such as Prospective Exam Split, and helps you to focus less on the system and more on your patients.

Revolution HD Technology

Gemstone (TM) Detector: This key technological advancement enables improvements in spatial resolution, low contrast detectability, and the foundation for spectral imaging.

- 98% efficient at 120kV
- Fastest primary speed in the industry by 100x



- 4x faster afterglow performance
- 0.23mm spatial resolution across the 2 meter scan range
- Backlit diode technology

#### Smart Technologies:

- Smart Dose - Iterative reconstruction technology: ASiR-V
- Scout based technologies: Allows for the Revolution HD scanner to tailor the x-ray beam to the patient being scanned by utilizing the patient attenuation scout data.
- kV Assist: Recommends tube voltage and current to achieve the low dose while meeting desired image quality.
- Organ Dose Modulation: Provides reduction of radiation dose via X-ray tube current modulation for superficial organs and tissues, such as breasts while maintaining diagnostic quality.
- AutomA / SmartmA(TM): 3D modulation of the tube current to deliver the right dose at the right place.
- Dose Reporting: Provides access to the CTdiVol and DLP with the patient record prior and post exam. DICOM Structured Dose Report is also supported.
- Dose Check - Provides prospective dose alerts and warnings if pre-determined dose levels will be exceeded.
- CT 4Kids - Dose-optimized, procedure based protocols for pediatric imaging provide more options for ensuring balanced radiation dose and image quality for specific pediatric applications.

Low dose lung screening option protocols included.

#### University of Wisconsin-Madison School of Medicine and Public Health dose-optimized protocols

- Developing, optimizing and managing protocols can be a time-consuming and expensive task- which is why we've looked to the clinical professionals at the University of Wisconsin Madison School of Medicine and Public Health for protocols optimized for GE CT systems. There are over 150 size-specific protocols, verified and validated using rigorous ISO-9000 style processes and procedures.
- Smart Flow - Xtream Display: A multi-purpose LCD display on the gantry that provides the following functionality.
- Basic patient information on the gantry allowing the user to confirm patient information in the scan room, improving workflow.
- Default Patient Positioning provides target reference points at table side allowing streamlined patient positioning for the user.
- Movie function to assist the user in explaining the examination to patients.
- One Stop Scanning Mode: Provides a streamlined workflow such as patient selection, protocol selection and confirm. Pre-scanning can be accomplished in as few as five touches.
- Emergency patient mode is a dedicated user interface for emergency cases to start the examination quickly. Patient Name/Patient ID are assigned automatically and once a protocol is selected, the scan setup interface displays.
- Dynamic Transition - allows the scan phase to start automatically when the HU of the transition ROI reaches the desired enhancement threshold.
- AWE Connect: For facilities that have a GE AW server, this provides direct access to AW server post-processing software.

#### Gantry:

- Xtream Display
- Aperture: 70 cm
- Rotational speeds: VariSpeed technology 360 degrees in 0.35, 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0 seconds
- Integrated breathing lights & countdown timer
- Integrated start scan button with countdown timer
- Tilt: +/- 30 degrees, 1 degree per second
- Remote tilt from operator's console

Performix HD X-ray Tube: Performix HD tube with electrostatic cathode collimator design allows the focal spot to be dynamically positioned and customized to the clinical protocol and patient. The anode heat storage capability and wide range of technique gives you the flexibility to tailor protocols for even the most demanding acute care and cardiac exams without tube cooling.

- Heat storage capacity: 8.0 MHU
- Maximum power: 100 kW (835mA)
- Small focal spot power: 570mA at 120kv, standard solution
- Small focal spot power: 420mA at 120kv, high resolution
- Beam collimated to 56-degree fan angle
- Heat dissipation: -Anode (Max)2,100 KHU/min -Casing (cont) 648 KHU/min
- Dynamic Z-Axis Tracking: Automatic and continuous correction of the x-ray beam position to block unused x-ray at the beginning and end of a helical scan to reduce unnecessary radiation.HD High Voltage Generator: The HD Generator allows for continuous high power demands required for acute care, cardiac and bariatric exams. It also supports fast kV switching capabilities
- 100 kW Output Power



- kV: 80, 100, 120, 140
- Energy Switching Speed: up to 0.25 msec
- mA: 10 to 835, in 5 mA increments
- kV selection/Max mA: - 80 kV / 700 mA - 100kV / 800 mA - 120kV / 835mA - 140kV / 715mA Patient Table:
- Designed for easy patient access and stability
- Vertical range: 43 cm to 99.1 cm, scannable: 78.5 cm to 99.1 cm
- Horizontal range: 1700mm, (2000mm option)
- Horizontal speed: up to 137.5 mm/sec
- Table automatically re-centers on scan plane with changes in vertical position
- Helical pitches: 0.5:1, 0.9:1, 1.375:1, 1:531:1
- Capacity: 227kg(500lb) +/- 0.25mm positional accuracy
- Heavy Capacity (Optional): 306kg (675lb) with 2,000 mm scannable range

Xtream HD Reconstruction: Breaks through existing limits on speed, image quality and flexibility to provide an optimized volumetric workflow solution from acquisition to final report.

- Delivers up to 62 ips full fidelity reconstruction
- Delivers up to 70 fps reconstruction time with image check. Provides 340x340 matrix images for confirming reconstructed image coverage in real time and tracking up to 1800mm length with less than 1s delay.
- Up to 16 ips network transfer rates
- Direct Multiplanar Reformat (DMPR) enables prospective 3D review of sagittal, coronal and oblique planes automatically
- Exam Split delivers the capability to split a series of patient images into separate groups for networking
- Data Export and Interchange that allows you to easily share images with referring physicians and patients
- Complete set of clinically proven, low dose protocols and the ability to customize your own for a total of 8,460 programmable protocols. Xtream allows you to automate or build every task into protocols to increase throughput.
- Image decomposition to: -Retrospective thin images from data sets where thicker images were initially reconstructed
- Facilitates more detailed image & analysis
- Improves 3D and reformat visualization
- Neuro 3D Filters provide users the capability to filter angiographic data using a specially designed and optimized 3D filter. May be prospectively applied with Application Auto-Launch
- VariViewer is an interactive axial review mode that can change the slice thickness reconstruction instantaneously

Volume Viewer provides state-of-the-art 3D visualization and processing capabilities for reading and comparing CT, MR, 3D X-ray, PET and PET/CT datasets. Volume Viewer also features a broad portfolio of high-performance analysis tools, automating routine tasks and helping to make 3D image processing a stress-free component of your routine workflow.

Scan: Xtream HD workflow allows simultaneous scanning, image reconstruction, display, processing and analysis, as well as networking, archival and filming.

- Anatomical programmer allows quick and easy access to user programmable protocols, including adult and pediatric protocols
- Protocols include preset scan time, kV, mA, scan mode, image thickness and spacing, table speed, scan FOV, display FOV and center, recon algorithm, networking destination, archiving and special processing options like Direct MPR
- AutoVoice: 3 preset (English) and 17 user defined messages automatically deliver patient breathing instructions, especially useful for multiple helical scanning
- Reconstruction Algorithms: Soft Tissue, Standard, Detail, Bone, Bone Plus, Lung and Edge

#### Image Networking

- Exam Transfer up to 16 frames per second on dedicated 1 Gbit connection
- Standard auto-configuring Ethernet (UTP connection) 1000/100/10 BaseT Direct network connection; multi-suite ethernet card not required for gateway out of suite
- Protocols supported: DICOM network send (one IP address at a time) and receive, pull/query, and storage commitment push, InSite point-to-point

Host Computer PC: HP Z840 Workstation CPU : Dual Intel Xeon E5-2640 V3 2.6 GHz Eight Core processor Cache: 20 Mb cache RAM: 64GB DD4 Storage: 2x300GB SAS for system and image RAID5 with 8x300GB SAS for raw data

#### Peripheral Components

- Scan control interface assembly with intercom speaker, microphone, volume controls and controls for table and gantry tilt
- 19in 1280x1024 Color LCD Monitor (2 standard)
- 104-Key USB 2.0 Keyboard

- 3-Button USB 2.0 Mouse
- 3-Button USB 2.0 Trackball (Option)
- Slim-Line Tray-Load 16X DVD-ROM Optical Drive SATA 1st Drive
- 5.25 in Bare Media
- 9.4 GB Capacity
- 480 Mb/s
- USB 2.0 port interface supports External Hard Drive for Scan Data and USB key for System

DICOM Conformance:

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

InSite Broadband included: All hardware and software required to connect this CT system to GE's InSite On-Line Center via secure VPN high-speed internet connection. Enables customer to access services designed to: reduce downtime, improve quality, enhance performance, increase productivity, and expand imaging capabilities, and increased privacy and security of data transmissions.

For US and Canadian Customers, this quotation includes access to DoseWatch Explore application for a period of time concurrent with the system warranty. DoseWatch Explore is an introductory dose management software application that provides you secure access, via any PC with internet access, to dose and protocol data from this system. An InSite connection to the system and completion of the registration process is required to use the DoseWatch Explore application.

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

Regulatory Compliance: This product is designed to comply with applicable standards under the Radiation Control for Health and Safety Act of 1968.

Laser alignment devices contained within this product are appropriately labeled according to the requirements of the Center for Devices and Radiological Health.

This product complies with the performance standards of 21 CFR, sub-chapter J, and the applicable IEC 60601-1 series.

This product is a CE-compliant device that satisfies regulations regarding Electro-Magnetic Compatibility (EMC) and Electro-Magnetic Interference (EMI), pursuant to IEC-60601-1-2.

This product complies with the NEMA XR 29-2013 / MITA Smart Dose Standard.

Siting Considerations: See the Pre-Installation manual for details of the siting requirement

Line	Qty.	Catalog	
3	1.00	B7590EN	English Keyboard Kit

English Keyboard Kit

Line	Qty.	Catalog	
4	1.00	B7877LP	Long cable set

Line	Qty.	Catalog	
5	1.00	B7877DW	<b>VT 1700 Table</b>

The VT 1700 table enables volume scanning. Key features of the VT 1700 table include: 500 lb weight capacity, 1700 mm scannable range, 175 mm/sec travel time, real-time position control to support advanced applications such as SnapShot Pulse, VolumeShuttle and Volume Helical Shuttle.

Line	Qty.	Catalog	
6	1.00	B7540ZS	<b>SmartStep Interventional Software and Hardware Package</b>

The SmartStep interventional software and hardware package allows for quick step and shoot acquisition of axial images to support CT guidance using a simple foot pedal and remote control.

A highly functional image display presents a set of 3 interventional images in 3 viewports, a free viewport, and timers for the remaining and accumulated time. The display control panel provides roam, zoom, magnify, measurement, annotation, grid, image orientation, and save screen image review capabilities.

Reference image shown on same display screen

Hand held controller - Provides the operator with controls to prepare the scanner for imaging, to turn alignment lights on and off, to move the cradle, review images, and adjust the WW/WL

Foot switch - provides in-room control of x-ray on

This package includes a in-room ceiling boom and monitor.

SmartStep

Enables an Imaging Mode for Performing Biopsies and Other Interventional Procedures. An In-room Monitor, Hand Held Controller, X-ray Exposure Foot Pedal and Cradle Handle Provide In-room Control for Image Acquisition and Image Review. The Hand Held Controller Provides the Operator with Controls to Prepare the Scanner for Imaging, to Turn Alignment Lights On and Off, to Move the Cradle, Review Images and Adjust the Window Width and Level; and the Foot Switch Provides In-room Control of X-ray On.

A Highly Functional Image Display Presents a Set of 3 Interventional Images in 3 Viewports, a Free Viewport, and Timers for the Remaining and Accumulated Time. The Display Control Panel Provides Roam, Zoom, Magnify, Measurement, Annotation, Grid, Image Orientation, and Save Screen Image Review Capabilities. Data Acquisition Includes a 4i Data Acquisition Mode Using 4x1.25 mm, 4x2.25 mm, and 4x3.75 mm Detector Configurations and a 3i Reconstruction Mode to Create 2.5, 3.75 and 7.5 mm Thick 512 Matrix Images. All Scan Fields of View and Reconstruction Algorithms are Available with 0.8s and 1.0s Gantry Rotation Speed.

System Includes the In-room Monitor & Boom .

Line	Qty.	Catalog	
7	1.00	B7877JS	<b>SmartMAR option</b>

SmartMAR (Metal Artifact Reduction) software helps reduce photon starvation, beam hardening and streak artifacts cause by high Z materials in the body, such as hip implants, dental fillings, screws and other metal objects. MAR uses a novel three-step, sinogram-based iterative algorithm providing exceptional image quality. MAR also helps streamline workflow by requiring only one scan, making the process of obtaining a correct image fast and efficient.

Line	Qty.	Catalog	
8	1.00	B7900LC	<b>Low Dose CT Lung Screening Option with Indication For Use</b>

This option provides lung screening reference protocols that are tailored to the CT system, patient size (small, average large), and the

most current recommendations from a wide range of professional medical and governmental organizations. Now, qualified GE Healthcare CT scanners with this option are formally indicated for, and can be confidently used by physicians for low dose CT lung cancer screening of identified high-risk patient populations. These protocols deliver low dose, short scan times, and clear and sharp images for the detection of small lung nodules. Early detection from an annual lung screening with low dose CT in high-risk individuals can prevent a substantial number of lung cancer-related deaths.

All new GE 64-slice and greater CT scanners, and virtually all of the 16-slice CT scanners that GE Healthcare sells are qualified for this screening option. This solution is also available to thousands of qualified GE CT scanners currently in use, increasing access to the quality scanners that satisfy both patient and physician needs. The new protocols, do include the choice for the user to be able to utilize GE Healthcare's industry-leading technologies such as ASiRTM, ASiR-VTM and VeoTM that are designed to reduce image noise, which is undesirable for physicians looking for small nodules.

This option contains two documents. Lung Cancer Screening Option Reference Protocol Guide, and the Lung Cancer Screening Option User Manual / Technical Reference Manual

i) The following GE Healthcare CT scanners are qualified to receive the new low dose CT Lung Cancer Screening Option: LightSpeed 16, BrightSpeed Elite, LightSpeed Pro16, Optima CT540, Discovery CT590 RT, Optima CT580, Optima CT580 W, Optima CT590 RT, LightSpeed Xtra, LightSpeed RT16, LightSpeed VCT, LightSpeed VCT XT, LightSpeed VCT XTe, LightSpeed VCT Select, Optima CT660, Revolution EVO, Discovery CT750 HD, Revolution HD, Revolution CT, Revolution Frontier.

ii) Moyer V. Screening for Lung Cancer: U.S. Preventive Services Task Force Recommendation Statement. Ann Intern Med. 2014;160:330-338.

<http://www.uspreventiveservicestaskforce.org/Page/Document/RecommendationStatementFinal/lung-cancer-screening>

Line	Qty.	Catalog	
9	1.00	87820GT	Xtream Integrated Injector Interface Kit - Class IV

Xtream Injector provides one handed synchronized start of the scan and injection from the CT Operators console or from the scan room providing consistent simultaneous start of contrast injection and scan acquisition protocols.

It utilizes the CiA Class 4 functionality which includes the following benefits:

Up to a 50% reduction in the number of user interface selections needed when compared to systems not utilizing the Xtream Injector. The 50% reduction comes from the fact that users select one button to start the scan acquisition and injection.

- Better control of contrast enhancement by synchronizing start time of the contrast injection and CT scan
- Improved workflow by enabling single-button start of both the injector and scanner from the scanner
- Injection parameter preview from the scanner console prior to beginning the scan
- Post-study review of injection results from the scanner console
- Automatic documentation of injection results in PACS

Line	Qty.	Catalog	
10	1.00	877292CA	CT Service Cabinet

Service cabinet for system accessories storage

Line	Qty.	Catalog	
11	1.00	87660B	Chair

Chair for CT scanner

Line	Qty.	Catalog	
12	1.00	B7864PZ	Eaton 14.4 KVA 3-Phase Partial System UPS for GE CT and PET/CT Scanners

Eaton's 14.4 KVA 3-Phase partial system UPS (Uninterruptible Power Supply) has been specifically configured to coordinate with compatible GE CT and PET/CT scanners.

The partial system UPS provides clean, reliable, constant voltage power to the scanner electronics. It helps protect the system's sensitive electronic components from damaging power anomalies such as high frequency noise transients and over voltage and under voltage conditions.

Utilizing the Partial system UPS can help maintain user productivity and improve system reliability. It can also help to reduce service costs and prevent system downtime.

Specifications:

1. Rating: 14.4 KVA
2. Input voltage range: three phases; 102-132V/phase
3. Input frequency range: 45-65 Hertz
4. Input power factor: >95% typical
5. Output frequency: 50 or 60 Hertz, autosensing
6. Output regulation: <3% steady state for all conditions of line and load
7. Voltage distortion: <5% threshold
8. Overload capacity: 110% for 10 minutes; 125% for 1 minute; 149% for 5 seconds.
9. Efficiency: >90% typical
10. Battery backup time: >10 minutes typical
11. Battery recharge time: < 3 hours to 80% capacity typical
12. Operating temperature: 50°F - 104°F (10°C - 40°C)
13. Floor heat dissipation: 5122 BTU/hour typical @11.5 KVA
14. Humidity: 20-80% relative humidity, non-condensing
15. Audible noise (norm mode): <60 dBA @1 meter
16. Dimensions (H x W x D): 49 inches x 12 inches x 32 inches (1245 mm x 305 mm x 813 mm)
17. Weight: 620 lbs (277 kg)

NOTE: THE PARTIAL SYSTEM UPS HAS DIFFERENT INTERACTIONS WITH COMPATIBLE SCANNERS, BASED ON DIFFERENT SCANNER POWER ARCHITECTURE. REFER TO THE PARTIAL SYSTEM UPS PRODUCT DATA SHEET FOR DETAILS.

NOTE: ITEM IS NON-RETURNABLE AND NON-REFUNDABLE

NOTE: REMOVAL/DISPOSAL OF OLD UPS IS THE CUSTOMERS RESPONSIBILITY

NOTE: CONTACT GE SERVICE OR EATON FOR START-UP ASSISTANCE

Line	Qty.	Catalog	
13	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	
14	1.00	E4502BE	CT Main Disconnect and UPS Control 380-480V 50 60Hz 125A

Main Disconnect Panel (MDP) UL 125A 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:  $SDS(g) \leq 2.56$ ;  $z/h \leq 1.0$ ;  $I_p \leq 1.5$

#### Physical Characteristics

- Dimensions: Height x Width x Depth: 30 x 16 x 8 inches (762 x 407 x 203 mm)
- Handle depth: 2.75 inches (70 mm)
- Weight: 55 pounds (25 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	
15	1.00	E8016AZ	CT Table Slicker with Cushion - 1700 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 1700 Table, CT HD750

Line	Qty.	Catalog	
16	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	
17	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:
    - o Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour
    - o Answerline Support-Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLinq button on the imaging console
    - o Tip Virtual Assist-Direct interactive access to a GEHC expert for enhanced support.
    - o On Demand courses-On healthcare learning system. Self-paced courses and webinars (CE and non-CE).
- Onsite training days will be mutually agreed upon, but generally will not exceed 14 days. Onsite training will be provided from 8am-5pm local time Monday-Friday. Virtual Offerings are unlimited. This training program has a term of six (6) months commencing on Acceptance, where all onsite training must be scheduled and completed within six (6) months of Acceptance, and all Virtual Inclusions also expire at the end of such six (6) 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.





February 7, 2020  
Quote Number: 2005774176.11  
Customer ID: 1-2311EF  
Agreement Expiration Date: 3/31/2020

Line	Qty.	Catalog	
18	1.00	R23053AC	Standard Service License

GE Healthcare has reclassified its service tools, diagnostics and documentation into various classes (please refer to the Service Licensing Notification statement at the beginning of this Quotation). The Standard License provides access to service tools used to perform basic level service on the Equipment and is included at no charge for the warranty period.

Line	Qty.	Catalog	
19	1.00	M85101LK	DoseWatch Device Connection - CT Interventional

DoseWatch Device license permits the acquisition of radiation dose data from one CT or Interventional device within the DoseWatch system. This license includes, if applicable to CT or Interventional, the following:

The implementation of the connection of the device to DoseWatch; only the DoseWatch side of the interface is covered by this license. Any additional software and/or services required on the device must be purchased by the customer. Depending on the device capabilities, the connection may require sending DICOM MPPS, DICOM Radiation Dose SR, DICOM Images or specific device logs from the device. The actual solution implemented shall be specified by the DoseWatch team. Configuration of DoseWatch to process the received data and store radiation dose and acquisition-related data into the DoseWatch database.

Modalities supported: CT-scanner and Interventional. Includes 90 Day Warranty

The final quotation is subject to GE Healthcare General Terms and Conditions, GE Healthcare Additional Terms and Conditions- DoseWatch, and the completed DoseWatch Statement of Work.

**Total Quote Subtotal: \$736,670.98**

**Total Quote Net Selling Price: \$736,670.98**

## Optional Items

Please initial by net price in terms you wish to purchase

Catalog Number	Qty.	Description	Net Price	Initial
S7877DB	1.00	Low dose with SnapShot Assist	\$74,000.00	

The Low Dose 5-Beat Cardiac with SnapShot Assist package allows the user to acquire cardiac imaging exams with retrospective or prospective gated acquisitions utilizing up to 0.35 second rotation speed for excellent cardiac exams. This package contains the following items necessary for CT Coronary Angiography:

### SnapShot Pulse

- Prospectively gated cardiac scanning technique that helps reduce patient dose by up to 83%, and improves cardiac workflow, with excellent image quality. In essence, the technique captures a complete picture of the heart using a series of three to four snapshots taken at precise patient table positions and precisely gated (relative to conventional cardiac CT acquisitions).

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

### SnapShot Imaging

- Retrospectively gated helical gated cardiac scanning technique used to acquire ECG gated CT images of the coronary arteries when prospective gating can't be used.
- SnapShot imaging option allows users to acquire cardiac images of patients using the following cardiac imaging techniques:
  - (1) Retrospectively EKG-gated helical scanning method - SnapShot: primarily used for cardiac morphology imaging, with this technique, cardiac images of single or multiple cardiac phases at any given Z-axis location can be acquired and generated.
  - (2) EKG-gated Multi-slice CINE Scan mode: used primarily for coronary artery calcification scoring (CACS) studies or for cardiac morphology Imaging.

Once a specific imaging model is selected, helical pitch and/or gantry rotation speed will be automatically selected for optimal scan coverage and image quality.

### SnapShot Assist:

- Helps users Optimize ECG-gated CT acquisitions based on patient heart rate characteristics. SnapShot Assist uses the patient's recorded heart rate information to display scan parameters (including scan mode, cardiac phases, padding and pitch) that could be used during the cardiac CT scan. SnapShot Assist generates a cardiac scan parameter recommendation using the patient's ECG analysis and user defined protocol selection

algorithm. It uses the patient's recorded heart rate information to predict the heart rate behavior during a CCTA scan to assist the user with optimization of the parameters on a per-patient basis. Acquisition parameters displayed include scan mode (Cine SnapShot Pulse, Helical SnapShot Segment, etc.), cardiac phases, padding, and pitch. User Profiles define scan parameters within the heart rate and variability categories for a specific patient group and cardiac scan mode.

**Xtream 12" Gantry and Operator Console ECG Trace**

The ECG trace provided by the ECG monitor will be displayed on the CT gantry and operator's console with this option. Allowing the user to display the live trace of the patient's heart rate and display the actual location of the window of time when the image are being acquired. It will provide easy access to patient cardiac output status and assist in providing visual feedback for optimum acquisition start.

**ECG Editor:**

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

**Cardiac Enhance:**

Cardiac Enhance Filters provides users the capability to reconstruct filtered images using three steps of noise (pixel noise standard deviation) reduction for helical and axial cardiac imaging, which may allow a reduction of mA while maintaining an acceptable level of image performance.

**ECG Dose Modulation:**

ECG gated dose modulation reduces patient dose by modulating x-ray technique during acquisition based on heart phase.

The ECG monitor comes with this cardiac package. It will be used to monitor patient cardiac output and synchronize acquisition with that output.

Catalog Number	Qty.	Description	Net Price	Initial
B7864AC	1.00	VolumeShuttle for CT systems	\$24,000.00	

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.



1. **Definitions.** As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; and "Services" is Product support or professional services. "Healthcare IT 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; and/or (v) any Product or Service that is identified in a Healthcare IT Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment is shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.

2. **Term and Termination.** Services and/or Software licenses will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. **Software License.** Other than as identified in the 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. Customer's employees, agents and independent contractors may use the Software, but Customer is responsible for their acts. Customer-controlled entities may use the Software, but these entities will agree to these terms and pay additional license fees. Independent contractors that supply products comparable to the Software cannot be provided access to the Software unless GE Healthcare has provided its prior written consent. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE Healthcare provides Third Party Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

Customer must not: (i) display or make available the Software to any other entity; (ii) transfer the Software outside the United States or Customer's network; (iii) decompile, disassemble or reverse engineer the Software or attempt to learn its source code, structure or algorithms; (iv) modify, translate or create derivative works based on the Software; (v) modify markings, labels or notices of proprietary rights of the Software or Documentation; (vi) release results of testing or benchmarking of the Software; or (vii) use the Software outside of the scope defined in this Agreement or the Quotation.

Software and Documentation is licensed to Customer, but no title or other ownership interest passes. No rights are granted except as expressly provided in this Agreement or the Quotation. If the parties enter into a statement of work related to a Quotation ("SOW"), GE Healthcare owns all deliverables and intellectual property developed during performance. Customer assigns, and will cause its employees and independent contractors to assign, to GE Healthcare all of its rights to the SOW deliverables and intellectual property. GE Healthcare grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the SOW deliverables subject to the limitations in 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, GE Healthcare may charge:

(i) a fee of up to 10% of the Product price; and (ii) for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software Quotations, Third Party Products and/or professional or installation services included on those Quotations; those orders are non-cancellable.

4.1.2. Used Equipment. Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment has been previously used ("Used Equipment"); it is not new. When delivered, Used Equipment may have received reconditioning, as necessary, to meet Specifications. Since Used Equipment may be offered simultaneously to several customers, its sale is subject to availability. If it is no longer available, (i) GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and (ii) 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 must, at its expense, prepare the site and network where the Product will be installed, ensuring that its site and network are adequate for proper Product operation and performance and meet 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 Equipment requiring installation, if GE Healthcare delivers the Equipment but does not perform the installation, Customer will pay GE Healthcare the quoted selling price less: (a) the installation price, if separately identified in the Quotation; or (b) if no installation price is identified, the fair market value for the installation as determined by an independent third party. For upgrades and revisions to non-Healthcare IT 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 applications training, project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare IT 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.

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

4.8. **Mobile Equipment.** GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

4.9. **Audit.** GE Healthcare may audit Customer's use of Software and Healthcare IT Products to verify Customer's compliance with this Agreement. 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 or use of the Healthcare IT Product.

### 5. **Security Interest and Payment.**

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

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

5.3. **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.

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

5.5. **Lease.** If Customer leases a Product, it 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. **General Terms.**

7.1. **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.

7.2. **Governing Law.** The law of the State where the Product is installed or the Service is provided will govern this Agreement.

7.3. **Force Majeure.** For non-monetary obligations, performance time will be reasonably extended for delays beyond a party's control.

7.4. **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.



7.5. 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 its end will continue in full effect after its end.

## 8. Compliance.

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

8.2. Security. Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

8.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.

8.4. 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-GE Healthcare 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.

8.5. 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 after: (a) if with a Product purchase, the date of Product delivery; (b) if with a Services purchase, the start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period (other than because of GE Healthcare's fault), training expires without refund.

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

8.7. Connectivity. If a Product has remote access capability, Customer must provide GE Healthcare with, and maintain, remote access to the Product by a GE Healthcare-validated connection to permit GE Healthcare to perform Services. If remote access is not provided, GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. The remote connection 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.

### 8.8. Use of Data.

8.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

8.8.2. Data Rights. GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("Source Data") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.

8.9. 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.

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

8.11. 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.

## 9. Disputes, Liability and Indemnity.



9.1. **Dispute Resolution.** The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare’s license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

9.2. **Limitation of Liability.** GE HEALTHCARE’S ENTIRE LIABILITY, AND CUSTOMER’S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED:

FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE’S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

9.3. **Exclusion of Damages.** NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

9.4. **IP Indemnification.** GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer’s use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer’s expense.

9.5. **General Indemnification.** GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer’s fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer’s fault or (ii) any Product modification not authorized in writing by GE Healthcare.

Customer will indemnify and hold GE Healthcare harmless from third party damages that GE Healthcare becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by Customer’s: (a) medical diagnosis or treatment decisions; (b) misuse or negligent use of the Product; and/or (c) use of the Product in a manner or environment, or for any purpose, for which GE Healthcare did not design it, or in violation of GE Healthcare’s recommendations or instructions.

The above obligations are conditional on the indemnified party providing the indemnifying party prompt written notice of the claim after receiving notice of it, allowing the indemnifying party the option to control defense and disposition of the claim, and reasonably cooperating with the indemnifying party in the defense. The indemnifying party will not be responsible for any compromise made without its consent.

10. **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 Innovation Dr., Wauwatosa, WI 53226.

11. **Position Emission Tomography (“PET”) and Computed Tomography (“CT”).** Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system.

12. **CT Uptime Commitment.** GE Healthcare will provide an uptime commitment during warranty for CT Equipment (excluding peripherals) if Customer provides GE Healthcare with: (i) access to the CT 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 the CT Equipment. The “Uptime Commitment” for CT 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:

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

“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 the CT Equipment. “Downtime” is the number of hours during which the CT Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE Healthcare that the CT Equipment is inoperable and unavailable for use due to GE Healthcare’s design, manufacturing, material or performance failure (“Critical Malfunction”). Downtime ends when the CT 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.

13. **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.

#### **14. Software as a Service Terms.**

14.1. **Scope.** GE Healthcare will provide Customer with the SaaS in accordance with the terms of this Agreement and its Documentation. GE Healthcare will assist Customer with technical issues via phone, email or online support as provided generally to SaaS customers.

14.2. **Term and Termination.** The SaaS term is identified in the Quotation and renews automatically for the same duration as the initial term unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, price increases will be communicated with 90 days' prior written notice. SaaS Quotations are not cancellable, except that either party may terminate the SaaS after the initial SaaS term or any subsequent renewal period by providing at least 90 days' prior written notice to the other party. On termination or expiration of the SaaS: (i) Customer must immediately discontinue use of the SaaS and return any associated leased hardware to GE Healthcare; (ii) GE Healthcare will remove Customer's access; (iii) GE Healthcare may destroy information, images or data, including PHI, associated with a patient ("Patient Information") or otherwise; (iv) Customer must destroy its copies of Documentation; (v) Customer must immediately pay all fees due; and (vi) all rights and obligations of the parties terminate, except those that accrued prior to termination, expiration or as otherwise identified in this Agreement.

14.3. **Payment.** Payment terms are in the Quotation. Travel, living and incidental project-related expenses are Customer's responsibility and GE will be invoiced separately as incurred.

14.4. **Access and Use.** Customer must ensure: (i) use of the SaaS is consistent with this Agreement; (ii) the SaaS is used only for its internal business operations in the United States; (iii) the SaaS is not accessed by non-Customers, unless GE Healthcare consents and then Customer must ensure that those users comply with this Agreement and any terms of use prompted by the SaaS; and (iv) users maintain individually-assigned confidential user identifications and control mechanisms to access the SaaS. Customer will notify GE Healthcare immediately of unauthorized access to or use of a user name, password or other breach of security. GE Healthcare may disable any user name, password or other identifier if it believes Customer has breached this Agreement. If GE Healthcare provides connectivity software with the SaaS, Customer will be granted a license to it for the term of the SaaS in accordance with the Software License terms set forth in this Agreement. GE Healthcare may charge additional fees if Customer requires professional services or additional hardware resources.

14.5. **Patient Information.** Customer must: (i) obtain necessary consent from patients for use, access, disclosure and transfer of Patient Information; (ii) develop, implement and train users on privacy and security policies in compliance with applicable laws and regulations and ensure compliance with those policies; (iii) provide GE Healthcare with a copy of those policies and patient consents on request; (iv) not use, disclose, access or transfer Patient Information that has been opted out without express consent from the respective patient(s); and (v) comply with changes in laws and regulations regarding patient consents related to the use of clinical, administrative or financial information.

14.6. **Content.** GE Healthcare does not own, control, verify or endorse: (i) non-GE Healthcare content uploaded to the SaaS; or (ii) access to or use of the SaaS granted by Customer. Customer is responsible for content that it uploads, accesses or uses. Reliance on content uploaded to the SaaS is at Customer's own risk. The SaaS may contain tools that may only be used by qualified healthcare providers, and it is the Customer's and/or healthcare provider's responsibility to use its independent medical and professional judgment to make clinical or financial decisions. Uploaded or created content may be deleted upon reasonable notice.

14.7. **Modifications.** GE Healthcare may, with notice: (i) withdraw or amend all or part of the SaaS; and (ii) restrict access for maintenance or other reasons. Revisions are effective when made by GE Healthcare.

14.8. **Prohibited Activities.** Customer must not use the SaaS, and ensure the SaaS is not used, to: (i) transmit or upload promotional material or objectionable content; (ii) engage in conduct that adversely affects another person or entity or otherwise exposes them to liability; (iii) promote or assist in illegal activity; (iv) access, use or interfere with the proper working of the SaaS or any related server, computer or database unless authorized by GE Healthcare; (v) introduce viruses, trojan horses, worms, logic bombs or other harmful material; (vi) modify, reverse engineer, copy or create derivative works of the SaaS; (vii) remove or modify labels or notices of proprietary rights of the SaaS or Documentation; or (viii) use the SaaS outside of the scope defined in this Agreement or the Quotation.

14.9. **Audit.** GE Healthcare may audit Customer's use of the SaaS to verify Customer's compliance with this Agreement. 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 access to or use of the SaaS.

14.10. **Disclaimer of Warranties.** GE HEALTHCARE DOES NOT WARRANT THAT THE SAAS WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. GE HEALTHCARE WILL NOT BE LIABLE FOR ANY LOSS CAUSED BY AN ATTACK, VIRUS OR OTHER EVENT THAT AFFECTS CUSTOMER'S USE OF THE SAAS OR CONTENT OBTAINED THROUGH IT. OTHER THAN ANY UPTIME COMMITMENT, THE SAAS IS PROVIDED IN ACCORDANCE WITH ITS DOCUMENTATION ON AN "AS AVAILABLE" BASIS. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, GE HEALTHCARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR TO THE ACCURACY, RELIABILITY OR USEFULNESS OF STATEMENTS, CONTENT, OR PRODUCTS OR SERVICES MADE AVAILABLE OR OBTAINED THROUGH THE SAAS. GE HEALTHCARE MAKES NO WARRANTY THAT THE SAAS OR CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, MEET CUSTOMER REQUIREMENTS, OR THAT DEFECTS WILL BE CORRECTED.

14.11. **Customer Indemnity.** In addition to other indemnification obligations in this Agreement, Customer will indemnify and hold GE Healthcare harmless against damages that GE Healthcare becomes legally obligated to pay related to: (i) content, format, inaccuracy or incompleteness of Patient Information uploaded by Customer or users; (ii) consent for use, access, disclosure and/or transfer of Patient Information; (iii) use of the SaaS by Customer or users in any manner not authorized in writing by GE Healthcare; (iv) Customer's intellectual property infringement or privacy violations; (v) investigations by law enforcement, technical disruption, or Customer's use or access of the SaaS; (vi) Customer's or users' breach of this Agreement with respect to the SaaS; and (vii) violations of federal or state wage and hour laws alleged by third parties or Customer employees.



**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 not warranted by GE Healthcare.

**1.5. Accessories and Supplies.** Warranties for accessories and supplies are in GE Healthcare’s catalog and at [www.gehealthcare.com](http://www.gehealthcare.com).

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

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

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

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

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

In addition, these warranties do not cover: (i) a defect or deficiency from improper storage or handling, inadequate backup or virus protection, cyber-attacks, failure to maintain within Specifications power quality, grounding, temperature, humidity and repairs due to power anomalies, or any cause external to the Products or beyond GE Healthcare’s control; (ii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iii) adjustment, alignment, calibration, or planned maintenance; (iv) network and antenna installations not performed by GE Healthcare or its subcontractors; (v) lost or stolen Products; (vi) Products with serial numbers altered, defaced or removed; (vii) modification of Product not approved in writing by GE Healthcare; (viii) Products immersed in liquid; and (ix) consumable/replaceable items.

**4. Exceptions to Standard Warranty.**

**DoseWatch Explore:** DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED “AS IS” WITH NO WARRANTY

**Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems:** 6 months (only applies to the upgraded components)

**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

**MX150 Vascular and 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 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.

**GE OEC New or Exchange Service/Maintenance Parts:** 3 months

**GE OEC Refurbished C-Arms:** 1 year after installation

**HealthNet Lan, Advantage Review — Remote Products:** 3 months

**Vivid T8:** 3 years, includes TEE probes purchased with the Vivid T8

**Vivid i, Vivid e, Vivid q, Vivid iq and Voluson i:** Warranty includes (i) repair at GE Healthcare facilities, (ii) 3 business day turnaround repair for Products shipped via overnight delivery (where available), measured from shipment date (GE Healthcare is not responsible for delays in overnight shipment), (iii) 72-hour loaner unit or probe replacement service via Fed Ex, and (iv) 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 with a maximum of 2 replacement systems during warranty.

**LOGIQ e, Venue, Vivid iq and related transducers and peripherals purchased with them:** 5 years (3 years for Vivid iq), except the following have a 1 year warranty:

Transducers: 6Tc-RS, i739-RS, t739-RS, and i12L

Carts: Venue Docking Cart, LOGIQ e Isolation Cart and Tall Docking Carts

Other Accessories: Venue & LOGIQ e batteries (internal & external), TEE cleaning & storage system and printers

Warranty includes: (i) repair at a GE Healthcare Service Depot, (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays, and (iii) a loaner Product when available (shipping charges included).

**Vscan:** 3 years, except Vscan Version 1.1 Demonstration systems, which are warranted for 1 year. Warranty includes: (i) repair at a GE Healthcare Service Depot; (ii) repair within 5 days after receipt of the Vscan, excluding GE Healthcare holidays (GE Healthcare is not responsible for delays in shipment); and (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays.

**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.

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

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

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

**MAC 800, 1200, 1600, 2000 and 3500:** 3 years

**CARESCAPE V100 and VC150 Vital Signs Monitors:** 2 years

**Exergen:** 4 years

**Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed:** 7 year parts warranty on heater cal rod

**Microenvironment and Phototherapy consumable components:** 1 month

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

**Corometrics® Nautilus Transducers:** 2 years

**Lullaby Phototherapy System:** 3 years on lamp assembly

**Oximeters:** 3 years from installation, or 39 months from date of GE Healthcare invoice, whichever occurs first

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

**Tec 7 Vaporizers:** 3 years

**Tec 6 Plus Vaporizers:** 2 years



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**  
Division of Health Service Regulation

ROY COOPER · Governor  
MANDY COHEN, MD, MPH · Secretary  
MARK PAYNE · Director

**REF: ENCLOSED NOTICE OF REGISTRATION NUMBER: : 064-M000149**

Your facility Notice of Registration is issued to this facility pursuant to the provisions of the North Carolina Regulations for Protection Against Radiation 10A NCAC 15. Please carefully review your Notice of Registration for accuracy and completeness. You must report any errors or omissions to us immediately.

According to 10A NCAC 15 .0209; any registrant shall notify the agency in writing when any change will render the information contained in this application for registration or the Notice of Registration no longer accurate.

NOTICE TO THE AGENCY IS REQUIRED IF YOUR LOCATION, OWNERSHIP, EQUIPMENT OR SERVICES CHANGE. Facility; according to 10A NCAC 15 .0201; (b) means the location at which one or more radiation machines are installed or located within one building, vehicle, or under one roof and are under the same administrative control. (c) In addition to the requirements of this Section, all registrants are subject to the provisions of the other sections of this Chapter.

PRIOR NOTICE TO THE AGENCY OF TRANSFER OF AN X-RAY MACHINE IS REQUIRED: 10A NCAC 15 .0208 (a) Persons registered pursuant to Rule .0203 of this Section shall notify the agency in writing prior to transfer of a registered radiation machine to another person required to be registered pursuant to Rule .0203(a) of this Section. This Rule does not prohibit transfer without prior Notice to sales and service companies registered pursuant to Rule .0205 of this Section. (b) The Notice shall include: (1) the name and address of the transferee, and (2) the manufacturer, model number and serial number of the radiation machine to be transferred.

RECORDS OF RECEIPT, TRANSFER AND DISPOSAL ARE REQUIRED TO BE MAINTAINED by each registrant of all sources of radiation according to 10A NCAC 15 .0115.

COMPLIANCE WITH OTHER LAWS: Nothing in these Rules shall relieve any person of responsibility for complying with other pertinent North Carolina laws and rules, according to 10A NCAC 15 .0102. Please refer to those local, state or federal agencies or licensing boards for their assistance.

X-ray producing devices listed on the Registration shall not be used outside their intended parameters.

Except as specifically provided otherwise in this Notice of Registration, the registrant shall conduct its radiation safety program in accordance with statements, representation, and procedures contained in the documents, including any enclosures listed below. Chapter 104E - North Carolina Radiation Protection Act of the North Carolina Administrative Code, shall govern unless the statements, representation and procedures in the registrant's application and correspondence are more restrictive than the rules.

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Jenny Rollins, Manager  
Radiology Compliance Branch

## NOTICE OF REGISTRATION (NOR) for X-ray Units

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Your Notice of Registration, (NOR) has been issued or updated pursuant to the provisions of 10A NCAC 15, North Carolina Regulations for Protection Against Radiation. You are required to maintain a copy of your notice of registration for your records. **Upon receipt, please review for accuracy this Notice of Registration.**

- If you **identify any inaccuracy or typographical error; please notify the agency at once with the issue.** Corrections identified must be in writing, with an authorized legal owner signature and the date of submission below.
- If your **Notice of Registration is accurate upon receipt, no action is required** on your part.

### **Registration Fee; Billing and Invoicing**

- Annual registration fees are automatically billed on July 1 of each calendar year. Fees are based on facility type and the number of X-ray tubes registered. X-ray Equipment Designated 'Not in Use' will continue to be billed in accordance with 10A NCAC 15 .1105 until proper disposal or removal occurs and the agency has been notified. The current fee chart with rates is located at <http://www.ncradiation.net/Xray/documents/feechart.pdf>.

**When and How Do I Make Future Changes to my Registration?** The agency must be notified whenever changes occur to any information that would render information in your application or Notice of Registration no longer accurate; 10A NCAC 15 .0209.

### **New Owner, Change of Ownership, Moving to Another Location, Opening an Additional Site**

Must submit a new business application with equipment forms.

[http://www.ncradiation.net/Xray/documents/RegForm\\_BusApp.pdf](http://www.ncradiation.net/Xray/documents/RegForm_BusApp.pdf)

### **Selling or Closing a Facility**

- Current registration owner: Registrations will remain active and billed until practice owner notifies the agency of the change in the facility status
- Send an email to [NORS@dhhs.nc.gov](mailto:NORS@dhhs.nc.gov). Include your registration number, the date the existing practice will close, the disposition of each piece of X-ray equipment using the delete X-ray equipment form, and the name of the new practice owner when selling the practice.

### **Adding or Deleting X-ray Equipment**

- To add or remove X-ray equipment, submit the Equipment Form(s).  
<http://www.ncradiation.net/Xray/applc.htm>

### **Change of a Facility Name or Physical Address**

Must Complete a new Business Application Form.

### **Contact Changes**

- New Financial Owner: must complete a new Business Application Form with X-ray Equipment Forms.
- Business Manager, Radiation Safety Officer or Invoice Contact can be completed on a new Business Application; or can be corrected on the existing Notice of Registration.

Please visit our website [ncradiation.net](http://www.ncradiation.net) for resources on how to prepare for your inspections, printable required postings, facility reference guides, inspection checklists and other resources. **Please sign up on X-ray list serve** to receive our newsletters and updates on regulations.



# NOTICE OF REGISTRATION (NOR) for X-ray Units

**Facility Name:** NASH HOSPITALS INC

Registration #: 064-M000149  
Effective Date: February 07, 2020  
Superseded Date: August 21, 2019

**Physical**

**Address:** 2460 CURTIS ELLIS DR  
ROCKY MOUNT, NC 27804-2237  
(252) 962-8989  
Email:

**Changes to facility name and physical address  
are to be made on the Business Application.**  
<http://ncradiation.net/xray/applic.htm>

**Most Responsible Person:**

*(physician, CEO, Financial Owner or Corporate Officer)*  
NASH HOSPITALS INC  
CRYSTAL HAYDEN CNO COO  
2460 CURTIS ELLIS DR  
ROCKY MOUNT, NC 27804-2237  
(252) 962-8989  
Email: crystal.hayden@unchealth.unc.edu

**Business Manager:**

*(individual responsible for on-site general operations)*  
NASH HOSPITALS INC  
STERLING GRIMES MS EXECUTIVE DIRECTOR  
2460 CURTIS ELLIS DR  
ROCKY MOUNT, NC 27804-2237  
(252) 962-6707  
Email: sterling.grimes@unchealth.unc.edu

**RSO:**

*(radiation safety officer and address)*  
NASH HOSPITALS INC  
DR. ALLEN JOHNSON  
2460 CURTIS ELLIS DR  
ROCKY MOUNT, NC 27804-2237  
(252) 962-8083  
Email: krista.mosley@unchealth.unc.edu

**Invoice Contact:**

*(annual invoice will be mailed to this person and address)*  
NASH HOSPITALS INC  
STERLING GRIMES MS EXECUTIVE DIRECTOR  
2460 CURTIS ELLIS DR  
ROCKY MOUNT, NC 27804-2237  
(252) 962-6707  
Email:

**Preferred Mailing Address:**

*(address that all correspondence will be mailed to)*  
NASH HOSPITALS INC  
STERLING GRIMES MS EXECUTIVE DIRECTOR  
2460 CURTIS ELLIS DR  
ROCKY MOUNT, NC 27804-2237  
(252) 962-6707  
Email:

### Retain this Document for Your Record

Upon initial receipt of your NOR; please review for accuracy. If you find typographical corrections, make those changes on this document.

Send email to [XrayNORS@dhhs.nc.gov](mailto:XrayNORS@dhhs.nc.gov) with your name, contact information and attach document.

OR

If mailing document for typographical corrections after initial review; sign, date and mail to RPS.

Name Print \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

*THE OWNER OR AUTHORIZED DESIGNEE AUTHORIZES THESE CORRECTIONS*

Preferred: X-Ray facility registrations and updates email to [XrayNORS@dhhs.nc.gov](mailto:XrayNORS@dhhs.nc.gov)  
Billing and Invoicing Questions email to [RPSPayments@dhhs.nc.gov](mailto:RPSPayments@dhhs.nc.gov) or leave voice message at 919-814-2274

Or Mail to: Radiation Protection, 5505 Creedmoor Road, 1645 MSC, Raleigh, NC 27699-1600  
We do not accept fax transmissions.



**NOTICE OF REGISTRATION  
(NOR) for X-ray Units**

EFFECTIVE DATE: February 07, 2020

SUPERSEDES THE PREVIOUS NOTICE DATED: 08/21/2019

A signature is required to authorize our agency to update or amend a Notice of Registration . Unsigned forms will delay the registration process. Refer to the second page of this NOR for detailed instructions to amend your registration. Changes to contact information can be made on the third page of this NOR.

**Units listed below are Registered**

29 Units / Tubes 31

Unit #	Manufacturer	Model	S/N	Modality	Location
17983	GENERAL ELECTRIC	55076WKO	46270615P2	Radiographic	MED DIAG - P3
Tubes for this machine: 1 Active    1 Total				Installation Date: 01/26/2000	
20389	OEC DIASONICS	9800	85-0333-RC	C-Arm	MED DIAG - MOBILE
Tubes for this machine: 1 Active    1 Total				Installation Date: 04/12/2001	
25340	GE-OEC	9800 00-881189-01	85-1228	C-Arm	MED DIAG - C3
Tubes for this machine: 1 Active    1 Total				Installation Date: 04/10/2003	
31386	GENERAL ELECTRIC	PROTEUS 2259976	36465HL3	Radiographic	MED DIAG - NDH 1
Tubes for this machine: 1 Active    1 Total				Installation Date: 05/09/2005	
31387	GENERAL ELECTRIC	PROTEUS 2259976	36440ML6	Radiographic	MED DIAG - RM 2
Tubes for this machine: 1 Active    1 Total				Installation Date: 03/01/2005	
33450	GENERAL ELECTRIC	LIGHTSPEED VCT 5115335-12	1637YC8	CT	MED DIAG - NGH CT
Tubes for this machine: 1 Active    1 Total				Installation Date: 01/05/2006	
43402	SIEMENS	03806515	8269	CT	MED DIAG - PET RM
Tubes for this machine: 1 Active    1 Total				Installation Date: 03/20/2009	
46554	GENERAL ELECTRIC	D5272650	1024038WKO	Radio/ Fluoro	MED DIAG - RM 3
Tubes for this machine: 2 Active    2 Total				Installation Date: 10/15/2010	
52172	MEDTRONIC NAVIGATION	BI 700-00020	00665	O-Arm	MED DIAG - MOBILE
Tubes for this machine: 1 Active    1 Total				Installation Date: 05/13/2013	
55389	CARESTREAM HEALTH	DRXR-1 (REVOLUTION)	001175	Radiographic	MED DIAG - MOBILE
Tubes for this machine: 1 Active    1 Total				Installation Date: 09/19/2014	
55636	GENERAL ELECTRIC	DISCOVERY 656 / 5390735	00000099435H L0	Radiographic	MED DIAG - ER / PEDS
Tubes for this machine: 1 Active    1 Total				Installation Date: 01/30/2014	
55637	GENERAL ELECTRIC	DISCOVERY 656 / 5390735	00000098922H L8	Radiographic	MED DIAG - ER / TRAUMA
Tubes for this machine: 1 Active    1 Total				Installation Date: 01/30/2014	
55638	GENERAL ELECTRIC	OPTIMA 220 / 555000-5	1029935WK2	Radiographic	MED DIAG - MOBILE
Tubes for this machine: 1 Active    1 Total				Installation Date: 12/18/2012	
59811	GENERAL ELECTRIC	INNOVA IGS530	633173BU0	C-Arm	MED DIAG - HC CATH 1

	Tubes for this machine: 1 Active    1 Total			Installation Date: 03/04/2013	
59812	GENERAL ELECTRIC	INNOVA IGS520	631435BU5	C-Arm	MED DIAG - HC CATH 2
	Tubes for this machine: 1 Active    1 Total			Installation Date: 03/04/2013	
59813	GENERAL ELECTRIC	INNOVA 3100	591482BU5	C-Arm	MED DIAG - IR 2
	Tubes for this machine: 1 Active    1 Total			Installation Date: 11/15/2010	
61832	GENERAL ELECTRIC	5454001160	CJRBX1700046 CN/252962EV0	CT	MED DIAG - ED-CT
	Tubes for this machine: 1 Active    1 Total			Installation Date: 07/01/2017	
61833	GENERAL ELECTRIC	5555000-4	SB2001700066 WK	Radiographic	MED DIAG - MOBILE
	Tubes for this machine: 1 Active    1 Total			Installation Date: 06/29/2017	
63588	GE-OEC	00-888169-02	E9XXX03317	C-Arm	MED DIAG - MOBILE
	Tubes for this machine: 1 Active    1 Total			Installation Date: 02/14/2018	
63905	XI TECH	1024	CON930726.00 1	C-Arm	MED DIAG - NOT IN USE 10/7/2016
	Tubes for this machine: 1 Active    1 Total			Installation Date: 05/23/1997	
63906	GENERAL ELECTRIC	ADVANTX 2121197	34829VP2	Radio/ Fluoro	MED DIAG - NDH RM 2
	Tubes for this machine: 2 Active    2 Total			Installation Date: 06/25/1997	
63907	GE-OEC	9800 00-881188-01	85-2060	C-Arm	MED DIAG - MOBILE - OR
	Tubes for this machine: 1 Active    1 Total			Installation Date: 03/26/2004	
63908	GENERAL ELECTRIC	LIGHTSPEED PRO 32 VCT	1660YCO	CT	MED DIAG - NDH CT
	Tubes for this machine: 1 Active    1 Total			Installation Date: 03/21/2006	
63909	KUBTEC	XPERT 40	1041-100-240	Cabinet Radiography -- Specimen Cabinet (Healing Arts)	CABINET RADIOGRAPHY 99084
	Tubes for this machine: 1 Active    1 Total			Installation Date: 10/12/2010	
63910	GE-OEC	00-888169-01	ES-2167	C-Arm	MED DIAG - MOBILE - OR
	Tubes for this machine: 1 Active    1 Total			Installation Date: 11/23/2011	
63911	PLANMECA	INTRA	IXRF 92672	Intraoral	DENTAL - MOBILE - NDH OR
	Tubes for this machine: 1 Active    1 Total			Installation Date: 01/23/2012	
63913	LORAD	ASY-01418	28109083660	Mammo -- FFDM	NC# 99084 FFDM - Needle Loc. Biopsy - NGH
	Tubes for this machine: 1 Active    1 Total			Installation Date: 02/16/2015	
64454	SIEMENS	5756270	3115	Radio/ Fluoro	MED DIAG - RM CYSTO
	Tubes for this machine: 1 Active    1 Total			Installation Date: 06/25/2018	
67529	ORTHOSCAN INC	1000-0004-FD	5K0390	Mini C-Arm	
	Tubes for this machine: 1 Active    1 Total			Installation Date: 10/07/2019	

**Units listed below are Removed-Disposed**

5 Units / Tubes 0

Unit #	Manufacturer	Model	S/N	Modality	Location
8940	GENERAL ELECTRIC	AMX	529433WK5	Radiographic	



	Tubes for this machine: 0 Active    0 Total			Installation Date: 03/04/1998
25064	GENERAL ELECTRIC	AMX-4	970422WK2	Radiographic Installation Date: 02/13/2002
	Tubes for this machine: 0 Active    0 Total			
28668	SIEMENS	3774119	5193	C-Arm Installation Date: 04/30/2004
	Tubes for this machine: 0 Active    0 Total			
31385	GENERAL ELECTRIC	AMX-4 2275938-9	998159WK8	Radiographic Installation Date: 04/01/2005
	Tubes for this machine: 0 Active    0 Total			
59815	GENERAL ELECTRIC	AMX 4	554076WK0	Radiographic Installation Date: 01/26/2004
	Tubes for this machine: 0 Active    0 Total			



For Official Use Only  
Verified by Inspector: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted

Rejected

## Instructions for Corrections to NOR, to Register or Close a Facility and Report Requirements for Out of State Mobile X-Ray Facilities

Upon initial receipt of your NOR; please review for accuracy. Upon receipt, If you find typographical corrections, make those changes on this NOR document. Send email to [XrayNORS@dhhs.nc.gov](mailto:XrayNORS@dhhs.nc.gov) with your name, contact information and attach document. Please enter your registration number and facility name in the subject line of the email.

Billing and Invoicing Questions send to [RSPPayments@dhhs.nc.gov](mailto:RSPPayments@dhhs.nc.gov) or leave voice message at 919-814-2274.

<b>Update a Notice of Registration</b>	
<ul style="list-style-type: none"> <li>· Submit email to <a href="mailto:XrayNORS@dhhs.nc.gov">XrayNORS@dhhs.nc.gov</a> with facility name and registration number in the subject line of email. Attach Form(s) needed to make information on NOR accurate.</li> <li>· <b>Complete, Sign and Date Form(s) needed to make changes to the following Information.</b></li> </ul>	
<p><b>Use the Business Application Form to:</b></p> <ul style="list-style-type: none"> <li>· Business Information</li> <li>· Business Name</li> <li>· Business Location</li> <li>· Business Contact Information</li> <li>· Business Hours / Days</li> </ul>	<p><b>Use the Equipment Information Form to:</b></p> <ul style="list-style-type: none"> <li>· Add X-ray Equipment</li> <li>· Change Equipment Information                             <ul style="list-style-type: none"> <li>o Manufacture/Model</li> <li>o Control Serial Number</li> <li>o Unit Location</li> <li>o Installation Date</li> <li>o Classification of Equipment</li> </ul> </li> </ul> <p><b>Use the Delete Equipment Form to:</b></p> <ul style="list-style-type: none"> <li>· Remove X-ray Equipment</li> <li>· Disposal of X-ray Equipment</li> <li>· Transfer X-ray Equipment to Another Owner</li> <li>· Transfer X-ray Equipment to Storage or Another</li> </ul>
<b>Register a Facility or Close a Facility</b>	
<p><b>Initial Registration (new) Facility, Change of Owner:</b>  <b>Complete, sign &amp; date the Following Forms:</b></p> <ul style="list-style-type: none"> <li>· Business Application</li> <li>· Equipment Information Form</li> <li>· Submit Email to <a href="mailto:XrayNORS@dhhs.nc.gov">XrayNORS@dhhs.nc.gov</a> with facility name. Attach Business Application and Equipment Form(s)</li> </ul>	<p><b>Close a Facility</b></p> <ul style="list-style-type: none"> <li>· Complete Delete Equipment Forms with signature and date.</li> <li>· Submit email to <a href="mailto:XrayNORS@dhhs.nc.gov">XrayNORS@dhhs.nc.gov</a> with facility name and registration number in the subject line of email. Attach Delete Equipment Form(s).</li> </ul>
<b>(Out of State) Mobiles -- (In / Out of State) Leasing Company -                  (In / Out of State) Mobile Demonstration &amp; Training Mobiles</b>	
<p><b>Additional Reporting Requirement:</b></p> <ul style="list-style-type: none"> <li>· <b>Complete, sign &amp; date X-ray Equipment Location Report.</b></li> <li>· Submit email to <a href="mailto:XrayService@dhhs.nc.gov">XrayService@dhhs.nc.gov</a> with registrant's facility name and registration number in the subject line of email who is processing request. Attach the X-ray Equipment Location Form.</li> <li>· <b>X-ray Equipment Location Report must be received by agency five days before sending equipment into North Carolina for work.</b></li> </ul>	

NDH CT

FOR FDA USE ONLY  
Digital Signature  
on File at FDA

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
Public Health Service  
FOOD AND DRUG ADMINISTRATION  
REPORT OF ASSEMBLY  
OF A DIAGNOSTIC X-RAY SYSTEM

Form Approved: OMB No. 0910-0025.  
Expiration Date: May 31, 2010  
**H0138756**

**1. EQUIPMENT LOCATION**

HOSPITAL, DOCTOR OR OFFICE WHERE INSTALLED  
NASH GENERAL HOSPITAL  
2460 CURTIS ELLIS DR  
ROCKY MOUNT, NC 27804, US  
Telephone:(252) 962-8991

**2. ASSEMBLER INFORMATION**

COMPANY INFORMATION  
GE Healthcare  
9900 Innovation Dr Mail Code 2176  
Wauwatosa, WI 53226, US  
Telephone:(866) 736-3447

**3. GENERAL INFORMATION**

THIS REPORT IS FOR ASSEMBLY OF CERTIFIED COMPONENTS WHICH ARE  
 New Assembly-Fully Certified System  
 Reassembly-Fully Certified System  
 Reassembly-Mixed System (Both certified and non-certified components)  
 Replacement Components in an Existing System  
 An Addition to an Existing System

INTENDED USE(S)  
 General Purpose Radiology  
 General Purpose Fluoroscopy  
 Tomography (other than CT)  
 Angiography  
 Podiatry  
 Other  
 Urology  
 Mammography  
 Chest  
 Chiropractic  
 CT Headscanner  
 CT Whole Body Scanner  
 Head-Neck (medical)  
 Dental-Intraoral  
 Dental-Cephalometric  
 Dental Panoramic  
 Radiation Therapy Simulator  
 C-arm Fluoroscopic  
 Digital  
 Bone Mineral Analysis  
 Dental-CT

THE X-RAY SYSTEM IS  
 Stationary  Mobile  
THE MASTER CONTROL IS IN ROOM  
CT  
DATE OF ASSEMBLY  
01/17/2019

**4. COMPONENT INFORMATION**

THE MASTER CONTROL IS  
 A New Installation  
 Existing (Certified)  
 Existing (Non-certified)  
CONTROL MANUFACTURER  
GE  
CONTROL SERIAL NUMBER  
166OYCO  
DATE MANUFACTURED  
12/2005  
CONTROL MODEL NUMBER  
5115335-12  
SYSTEM MODEL NAME (CT Systems Only)  
VCT

SELECTED COMPONENTS				OTHER CERTIFIED COMPONENTS (Number of each installed)	
	MANUFACTURER	MODEL NUMBER	DATE MFR'ED		
BEAM LIMITING DEVICE				<input type="checkbox"/> X-Ray Control	<input type="checkbox"/> Cradle
				<input checked="" type="checkbox"/> High Voltage Generator	<input type="checkbox"/> Film Changer
				<input type="checkbox"/> Vertical Cassette Holder	<input type="checkbox"/> Image Intensifier
				<input type="checkbox"/> Tube Housing Assembly	<input type="checkbox"/> Spot Film Device
TABLES				<input type="checkbox"/> Dental Tube Head	<input type="checkbox"/> Fluoroscopic Imaging Assembly
				<input type="checkbox"/> Cephalometric Device	<input type="checkbox"/> Image Receptor
CT GANTRY				<input type="checkbox"/> Image Receptor Support Device	<input type="checkbox"/> Fluoroscopic Air Kerma Display Device
				<input type="checkbox"/> Other	

**5. ASSEMBLER CERTIFICATION**

I affirm that all certified components assembled or installed by me, for which this report is being made, were adjusted and tested by me according to the instructions provided by the manufacture(s), were of the type required by the manufacture(s), were of the type required by the diagnostic x-ray performance standard (21 CFR Part 1020), were not modified to adversely affect performance, and were installed in accordance with the provisions of 21 CFR Part 1020. I also affirm that all instruction manuals and other information required by 21 CFR Part 1020 for this assembly have been furnished to the purchaser and, within 15 days from the date of assembly, each copy of this report will be distributed as indicated at the bottom of each copy.

PRINTED NAME  
Jeffrey Jackson  
SIGNATURE  
Chad Vande Hei  
Digitally Signed On: 05/05/2017, 10:22:12 AM  
DATE  
01/18/2019

**6. COMMENTS**

Comments: Replaced HV Tank only. ; GE Service Registration #:60-S000011 ; Max KVP:140 ; Max mA:800 ; System Id:252443NDVCT

## Waller, Martha K

---

**From:** Yakaboski, Greg  
**Sent:** Wednesday, April 15, 2020 6:25 PM  
**To:** Waller, Martha K  
**Subject:** FW: [External] Nash UNC Health Care Seeking CON Exemption NCGS 131E-184(a)(7) - Replacement of Existing CT Scanner  
**Attachments:** Equipment Comparison Chart.docx

Martha,

Received this today... its goes with the Nash Exemption request that came in yesterday and which you put in my 1Drafts folder under Administrative Determinations.

Thanks,  
Greg

---

**From:** Tobias, Dorsey <Dorsey.Tobias@unchealth.unc.edu>  
**Sent:** Wednesday, April 15, 2020 4:27 PM  
**To:** Yakaboski, Greg <greg.yakaboski@dhhs.nc.gov>  
**Subject:** RE: [External] Nash UNC Health Care Seeking CON Exemption NCGS 131E-184(a)(7) - Replacement of Existing CT Scanner

**CAUTION:** External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [report.spam@nc.gov](mailto:report.spam@nc.gov)

Hi Greg – My apologies. I left off the attachment of Equipment Comparison, which includes that information. Existing CT is GE Healthcare Lightspeed Pro 32 VCT Control model 5115335-12, Serial #: 1660YC0.

Also, the existing CT will not be used again in the State without first obtaining a certificate of need if one is required.

Please let me know if this is what you need.

Thank you!

Dorsey Tobias | Executive Director  
Marketing, Communications & Strategy  
Nash UNC Health Care  
2460 Curtis Ellis Drive, Rocky Mount, NC 27804  
O: 252.962.8900 | M: 252.904.2524  
[dorsey.tobias@unchealth.unc.edu](mailto:dorsey.tobias@unchealth.unc.edu)



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**From:** Yakaboski, Greg <greg.yakaboski@dhhs.nc.gov>  
**Sent:** Wednesday, April 15, 2020 12:54 PM  
**To:** Tobias, Dorsey <[Dorsey.Tobias@unchealth.unc.edu](mailto:Dorsey.Tobias@unchealth.unc.edu)>



**Subject:** RE: [External] Nash UNC Health Care Seeking CON Exemption NCGS 131E-184(a)(7) - Replacement of Existing CT Scanner

Ext Mail: open links/attachments w/caution

Ms. Tobias,

Re: Replacing the CT Scanner- I would appreciate it if you could provide 2 additional pieces of information:

#1) Please provide a written statement that the CT scanner being replaced *"will not be used again in the State without first obtaining a certificate of need if one is required."*

#2) Re: the existing CT scanner that is being replaced- please provide a little more identifying information (ex. Make and Model), if possible.

Thank you,  
Greg

---

**From:** Tobias, Dorsey <[Dorsey.Tobias@unchealth.unc.edu](mailto:Dorsey.Tobias@unchealth.unc.edu)>

**Sent:** Tuesday, April 14, 2020 1:27 PM

**To:** Yakaboski, Greg <[greg.yakaboski@dhhs.nc.gov](mailto:greg.yakaboski@dhhs.nc.gov)>

**Cc:** Waller, Martha K <[martha.waller@dhhs.nc.gov](mailto:martha.waller@dhhs.nc.gov)>

**Subject:** [External] Nash UNC Health Care Seeking CON Exemption NCGS 131E-184(a)(7) - Replacement of Existing CT Scanner

**CAUTION:** External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [report.spam@nc.gov](mailto:report.spam@nc.gov)

April 14, 2020

**Via E-MAIL**

Greg Yakaboski, Project Analyst, Certificate of Need  
N.C. Department of Health Service Regulation  
809 Ruggles Drive  
Raleigh, NC 27603

RE: Nash UNC Health Care  
Replacement of Existing CT Scanner  
Seeking CON Exemption NCGS 131E-184(a)(7)  
Rocky Mount, NC (FID 933368; Nash County)

Dear Mr. Yakaboski,

Nash Health Care Systems (d.b.a. "Nash UNC Health Care", "Nash UNC") seeks to replace an existing CT scanner with a new Rev HDe6 ES CT scanner from GE Healthcare, and locate it at Nash UNC's Emergency Department located at 2460 Curtis Ellis Drive, Rocky Mount, NC 27804, which is part of Nash UNC's main campus. The existing scanner will be sold or disposed of when the new scanner is operational.

The purpose of this letter is to provide the Agency with notice and to request a determination that the purchase of the replacement CT scanner is exempt from Certificate of Need ("CON") review because it is consistent with the replacement equipment definition outlined in N.C. Gen. Stat. 131E-176(22a) which states that the replacement equipment is comparable to the equipment being replaced if it has the same technology as the equipment currently in

use, although it may possess expanded capabilities due to technological improvements. Additionally, the project costs less than two million dollars and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced.

Pursuant to 10A N.C.A.C.14C.0303 the proposed CT scanner meets the replacement equipment definition because:

1. It is comparable to the equipment currently in use. It has the same technology as the equipment currently in use, although it does possess expanded capabilities due to technological improvements.
2. It is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service.
3. The acquisition of the proposed CT scanner will not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.
4. The existing equipment was not purchased second-hand nor was the existing equipment leased.
5. The replacement equipment is not capable of performing procedures that will result in the provision of a new health service or type of procedure that has not been provided with the existing equipment.

The costs related to the replacement totals \$760,163.98. Included in the total is: \$736,670.98, the new equipment cost, per Attachment A – Vendor Equipment Quote; \$23,493, the cost of minor renovations needed to accommodate the installation of the new CT scanner, per Attachment B – Estimated Quote of Minor Renovations. This does not take into account the re-sale value of the existing CT scanner, which was being sourced prior to the COVID-19 outbreak, but has been deprioritized for now.

In support of our request, please find attached:

- Attachment A – Vendor Equipment Quote
- Attachment B – Estimated Quote of Minor Renovations
- Attachment C – Equipment Comparison Chart

Nash UNC hereby requests that the Agency provide a written response confirming that the purchase of a replacement CT Scanner for the hospital space described herein does not require CON review. If the Agency needs additional information to assist in its consideration of this request, please apprise us as soon as possible. We thank you for your consideration of this request.

Sincerely,

Dorsey Tobias  
Executive Director, Marketing, Communications & Strategy  
Nash UNC Health Care

Enclosures

Dorsey Tobias | Executive Director  
Marketing, Communications & Strategy  
Nash UNC Health Care  
2460 Curtis Ellis Drive, Rocky Mount, NC 27804  
O: 252.962.8900 | M: 252.904.2524  
[dorsey.tobias@unchealth.unc.edu](mailto:dorsey.tobias@unchealth.unc.edu)



----- Confidentiality Notice -----

*The information contained in (or attached to) this electronic message may be legally privileged and/or confidential information. If you have received this communication in error, please notify the sender immediately and delete the message.*

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Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized State official. Unauthorized disclosure of juvenile, health, legally privileged, or otherwise confidential information, including confidential information relating to an ongoing State procurement effort, is prohibited by law. If you have received this email in error, please notify the sender immediately and delete all records of this email.

### EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type (e.g., Cardiac Catheterization, Gamma Knife®, Heart-lung bypass machine, Linear Accelerator, Lithotripter, MRI, PET, Simulator, CT Scanner, Other Major Medical Equipment)	CT Scanner	CT Scanner
Manufacturer	GE Healthcare	GE Healthcare
Model number	Lightspeed Pro 32 VCT	Rev HDe6 ES
Other method of identifying the equipment (e.g., Room #, Serial Number, VIN #)	Control Model #: 5115335-12 Serial #: 1660YCO	Pending Approval
Is the equipment mobile or fixed?	Fixed	Fixed
Date of acquisition	2006	2020
Was the existing equipment new or used when acquired? / Is the replacement equipment new or used?	New	New
Total projected capital cost of the project	Unavailable	\$23,493
Total cost of the equipment	Unavailable	\$736,670.98
Location of the equipment <Attach a separate sheet for mobile equipment if necessary>	Nash UNC Hospital	Nash UNC Hospital
Document that the existing equipment is currently in use	Attached	NA
Will the replacement equipment result in any increase in the <b>average charge per procedure</b> ?	NA	No
If so, provide the increase as a percent of the current average charge per procedure	NA	NA
Will the replacement equipment result in any increase in the <b>average operating expense per procedure</b> ?	NA	No
If so, provide the increase as a percent of the current average operating expense per procedure	NA	NA
Type of procedures performed on the existing equipment <Attach a separate sheet if necessary>	<ul style="list-style-type: none"> <li>- Head, neck, chest, abd and pelvis CT imaging</li> <li>- Lung Cancer screening</li> <li>- CTA head, neck, chest, abd, pelvis and ileofemoral run offs</li> <li>- CT upper and lower extremities</li> <li>- CT plan for Rad Onc</li> </ul>	NA
Type of procedures the replacement equipment will perform <Attach a separate sheet if necessary>	NA	Same as Existing

Date of last revision: 5/17/19