



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

JOSH STEIN • Governor

DEV DUTTA SANGVAI • Secretary

MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

June 24, 2025

Jeffrey Shovelin

[jshoveli@ecuhealth.org](mailto:jshoveli@ecuhealth.org)

**Exempt from Review – Replacement Equipment**

**Record #:** 4807  
**Date of Request:** April 4, 2025  
**Facility Name:** ECU Health Medical Center  
**FID #:** 933410  
**Business Name:** Pitt County Memorial Hospital, Inc.  
**Business #:** 1443  
**Project Description:** Replace nuclear medicine camera  
**County:** Pitt

Dear Mr. Shovelin:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that the above referenced project is exempt from certificate of need review in accordance with G.S. 131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the GE Discovery 850 Spect/CT fixed nuclear medicine camera to replace the GE Infinia-II 3/8 fixed nuclear medicine camera SID # PITTINF4. 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.

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

Micheala Mitchell  
Chief

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

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

This Agreement (as defined below) is by and between the Customer and the GE HealthCare business (“GE HealthCare”), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein (“Quotation”). “Agreement” is this Quotation (including line/catalog details included herein) and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE HealthCare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation.

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

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

Governing Agreement:	Premier
Terms of Delivery	FOB Destination
Billing Terms	80% on Delivery / 20% on Acceptance
Payment Terms	NET 45 DAYS
Sales and Use Tax Exemption	No Certificate on File
Total Quote Net Selling Price	\$ 559,776.24

**IMPORTANT CUSTOMER ACTIONS:**

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

☐ Cash☐ GE HFS Loan☐ GE HFS Lease☐ Other Financing Loan☐ Other Financing Lease

Provide Finance Company Name \_\_\_\_\_

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

ECU Health Medical Center

**Signature:** \_\_\_\_\_**Print Name:** \_\_\_\_\_**Title:** \_\_\_\_\_**Date:** \_\_\_\_\_\_\_\_\_\_  
Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

**Signature:** John Cruz**Title:** Lead Sales Specialist Imaging**Date:** November 6, 2023



**Document Instructions**

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

**Name:** John Cruz

**Email:** john.cruz@ge.com

**Phone:** (919) 621-3653

**Fax:**

**Payment Instructions**

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

**GE Precision Healthcare LLC**

**P.O. Box 96483**

**Chicago, IL 60693**

**FEIN: 83-0849145**

**Addresses:****ECU Health Medical Center**

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

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

**To Accept This Quotation**

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

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

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

## Catalog Item Details

Line	Qty	Catalog	
1	1.00	Y0000LC	Pricing Non-Disclosure Language

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

Line	Qty	Catalog	
2	1.00	S3907AD	NM/CT 850 3/8 inch Detector

NM/CT 850 system is a hybrid SPECT/CT imaging system combining a nuclear imaging camera with a hybrid-dedicated low-dose CT subsystem. It has an all-purpose, dual-detector, free-geometry integrated nuclear imaging camera that features the advanced Elite NXT detector technology, slim gantry, cantilevered patient table, an Acquisition station and Smart Console digital processing workstation, now combined with a Revolution ACTs CT that has been adapted for low-dose hybrid-dedicated use within the NM/CT 850 imaging system. The Elite NXT detectors feature 3/8" or 5/8" thick detectors for all-purpose nuclear imaging.

The adapted low-dose hybrid-dedicated Revolution ACTs is an 8-Slice CT with short geometry designed gantry and New Clarity panel detector HiLight™ scintillator with DAS on detector (DoD) and other advanced OptiDose\* dose management features.

Key features of the free-geometry NM/CT 850 design include:

- Slim-profile, wide-bore, robotic gantry design
- 180° and 90° orientations of the NM detectors for high SPECT and WB scanning efficiency
- Rapid, simultaneous multi-axis gantry motions
- Upright and horizontal detector orientations for exceptional clinical versatility, including patients that are in a hospital bed, standing or sitting during scan
- Multi-functional, dual-axis imaging table
- Automatic "home" positioning enables easy setup of the gantry and the table using pre-programmed detector geometries and imaging modes
- Real-time automatic body contouring
- User-friendly, intuitive Linux-based user interface
- CT imaging sub-system for low-dose Hybrid SPECT/CT applications including attenuation correction and localization
- Smart Console™ provides automated processing, connectivity, and user collaboration tools, for enhanced workflow and accessibility.
- Ignite integrated workflow with Xeleris processing and review workstation designed to help enhance departmental productivity

The Evolution for Bone SPECT Camera License enables the acquisition of Evolution for Bone SPECT data sets on 800 series cameras. The Evolution for Bone SPECT algorithm models the collimator-detector response, improves Bone SPECT resolution, signal to noise ratios and reduces noise variability. Evolution for Bone SPECT enables improved resolution of bone SPECT studies acquired over standard acquisition time or non-inferior image quality with up to 50% reduction in count density, achieved by either imaging at ½ acquisition time or injecting with ½ dose (or any combination of the two) when compared to standard bone SPECT imaging protocols. The Evolution for Bone reconstruction is an additional module within the Q.Volumetrix MI application.

The Evolution for Planar Bone Camera License enables the acquisition of Evolution for Planar Bone data sets on the 800 series cameras. The Evolution for Planar Bone includes a noise reduction algorithm that preserves the finest structures in the image using well-suited pixel size and optimal energy window settings. This Adaptive Structure Matching Non-Local Filter enables improved planar image quality for the same scan time, shorter planar scan time while preserving image quality, or reduced injected dose with the same scan time while preserving image quality. The Evolution for Planar Bone reconstruction is an additional module within the Whole Body Bone and Spots Review application.

The Evolution for Cardiac Camera License enables the acquisition of Evolution for Cardiac data sets on the 800 series cameras. The Evolution for Cardiac resolution recovery algorithm models the collimator-detector response, improves cardiac SPECT resolution, signal to noise ratios and reduces noise variability. Evolution for Cardiac provides non-inferior image quality with up to 50% reduction in count density, achieved by either imaging at ½ the acquisition time or injecting with ½ the dose (or any combination of the two) when compared to standard MPI protocols. The Evolution for Cardiac reconstruction is an additional module within the Myovation application.

The Evolution Tool Kit Camera License enables the acquisition of Evolution Tool Kit data sets on the 800 series cameras. The Evolution Tool Kit is a package enabling improved resolution and reduced noise for SPECT studies of Tc99m, I123, In111 and Ga67 by using the Evolution reconstruction technique with resolution recovery. Compared to standard FBP or iterative reconstruction, Evolution Tool Kit can enable improved visual clarity. Evolution Tool Kit includes Poisson and Angular re-sampling tools to for imaging simulation of various levels of count densities to test the impact of time or dose reduction on image quality. Evolution Tool Kit reconstruction is an additional module within the Q.Volumetrix MI application.

Line	Qty	Catalog	
<b>3</b>	<b>1.00</b>	<b>H3909AD</b>	<b>NM LEHRS coll w/ cart (Full camera config includes SwiftScan Licenses)</b>

NM 800 Low Energy High Resolution and sensitivity Collimators includes two collimators and a dedicated collimator cart.

Line	Qty	Catalog	
<b>4</b>	<b>1.00</b>	<b>H3100PF</b>	<b>QC Flood Source Holder Kit</b>

A large plate mounted at a small distance above the NM detector on which the flood source is positioned in order to perform acquisition of flood studies for QA/QC purposes.

Line	Qty	Catalog	
<b>5</b>	<b>1.00</b>	<b>H3100PE</b>	<b>QC Point Source Holder</b>

An L-shaped metal plate attachable to the wall with an opening for a syringe in order to acquire point source-based flood acquisition at a few meters distance from vertically positioned detector for QA purposes.

Line	Qty	Catalog	
<b>6</b>	<b>1.00</b>	<b>H3602SL</b>	<b>QA COR Source Holder</b>

Center of rotation source holder for Quality assurance, easily attached to Infinia or Ventri table.

Line	Qty	Catalog	
<b>7</b>	<b>1.00</b>	<b>H3909DY</b>	<b>QC Bar Phantom 2.5/3.2/3.5/4mm (for USA)</b>

Bar phantom for spatial resolution and linearity tests of gamma cameras. The phantom consists of four quadrants with different bar specification:

For each of the quadrant, bar spacing is 2.5mm, 3.2mm, 3.5mm 4.0mm

Line	Qty	Catalog	
<b>8</b>	<b>1.00</b>	<b>H3100YT</b>	<b>UPS fixtures for 480V UPS for NM SPECT/CT</b>

A set of cables and components required for use with E4502JJ Eaton 6 kVa UPS - for DLX and DX Digital X-Ray system consoles and Nuclear products that provide partial emergency backup power supply for completion of NM scans and gantry motion.

Line	Qty	Catalog	
<b>9</b>	<b>1.00</b>	<b>H3100NW</b>	<b>Axial Head Holder</b>

Ergonomically designed holder to position patient's head outside of the patient tabletop pallet, enabling brain SPECT orbiting as close as possible to the patient's skull with maximal coverage of the target tissue

Line	Qty	Catalog	
<b>10</b>	<b>1.00</b>	<b>H3100NP</b>	<b>Straps &amp; Pads kit</b>

Long table pad and straps

Line	Qty	Catalog	
<b>11</b>	<b>1.00</b>	<b>H3100TZ</b>	<b>Flat Floor Plate</b>

A streamlined floor plate designed to facilitate collimator exchange on the NM 600/800 series cameras to aid hospital bed and stretcher imaging.

Line	Qty	Catalog	
<b>12</b>	<b>1.00</b>	<b>H3100PG</b>	<b>600/800 Series Pallet Extender</b>

The patient pallet extender for NM 600/800 Series products can be used to extend the table top for multi-FOV SPECT, SPECT/CT and whole body studies to take advantage of the full scan range capabilities. Length is 600mm; Width is 391mm; 300mm extension  
Note - The use of the extender requires more space between the camera and the back wall of the scan room. Consult with GE Healthcare project manager for minimum room size requirements.

Line	Qty	Catalog	
<b>13</b>	<b>1.00</b>	<b>H2506KR</b>	<b>NORAV Integrated ECG Gating</b>

#### NORAV ECG GATING

A compact ECG gating device for Discovery 630 gated cardiac studies, embedded in the Patient table in order to simplify operation.

Line	Qty	Catalog	
<b>14</b>	<b>1.00</b>	<b>H2506TR</b>	<b>600/800 Series Detector Removal</b>

Detector dismount for shipment of system without detectors attached, must be reassembled in final location

Line	Qty	Catalog	
<b>15</b>	<b>1.00</b>	<b>B73602CA</b>	<b>Brivo CT Gantry Dolly</b>

Dolly dedicated to Brivo CT

Line	Qty	Catalog	
<b>16</b>	<b>1.00</b>	<b>S3906AX</b>	<b>Q.SPECT camera license (enables PET/CT data format for review)</b>

S3906AX Contains a version of H2506TO (Q.Metrix Camera License). This version is intended to enable SPECT/CT data from SmartConsole to transfer for review using PET/CT displays.

Line	Qty	Catalog	
<b>17</b>	<b>1.00</b>	<b>H3602PW</b>	<b>DOSIMETRIX CAMERA LICENS</b>

#### DOSIMETRY CAMERA LICENSE

Dosimetry Toolkit camera license along with Xeleris 3 H3901NE DOSIMETRY TOOLKIT license is a s/w package that uses multi WB SPECT/CT and/or WB planar datasets for quantifying changes in radiopharmaceutical uptake over time and calculating residence time per organ for Radio-Isotope Therapy treatment planning purposes. The purpose of the Dosimetry Toolkit is to define and report the patient organs volume, activity and residence time of radiopharmaceutical concentration within patient organs. These results are based on consecutive patient scans and can be used as input for Radio-Isotope Therapy planning applications (such as OLINDA or similar).

Line	Qty	Catalog	
<b>18</b>	<b>1.00</b>	<b>R12023AC</b>	<b>Standard Service License</b>

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	
<b>19</b>	<b>1.00</b>	<b>E4502JJ</b>	<b>6 KVA UPS for Nuclear Medicine</b>

#### FEATURES/BENEFITS

- The use of uninterruptible power enables the system imaging to be completed after the loss of supply power, and allows for saving of valuable data and orderly system shutdown
- The Online Double Conversion UPS eliminates all power anomalies such as noise, transients, overvoltage and undervoltage, which could damage the imaging system's sensitive computer components

- Improves imaging system reliability, reduces service costs, and increases system uptime
- Cell Saver Technology provides conditioned power even during severe brownout conditions without depleting battery resources
- System monitoring via: LanSafe III / FailSafe III software, (2) RS-232 Ports
- PowerPass Module further enhances reliability through Maintenance Bypass Switch which performs maintenance or upgrade your UPS without powering down your critical systems

#### SPECIFICATIONS

- Dimensions (H x W x D): 33.6" x 9.9" x 15.8"
- Weight: 218 lbs.
- Input Voltage: 200 - 240 VAC
- Output Voltage: 120/240, 120/208 VAC
- Frequency: 45-65 Hz

#### COMPATIBILITY

- Maxxus NM

#### NOTES:

- Customer is responsible for rigging and arranging for installation with a qualified party
- ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
- Removal/disposal of the old unit is the customer's responsibility.

Line	Qty	Catalog	
20	1.00	E4502AG	90A A1 Main Disconnect Panel and UPS Control

#### NOTES:

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

Line	Qty	Catalog	
21	1.00	E8500NB	Patient Arm Support System for Nuclear, PET/CT, MRI

Padded Arm Rest combines total arm support and passive restraint, increasing patient comfort during extended procedures. Designed to accommodate virtually all patients. Compatible with most Nuclear Imaging systems and can also be used in MRI, CT and PET applications. Constructed with a comfortable, full support polyfoam with a seamless coated finish. Warranty Code: H

Line	Qty	Catalog	
22	1.00	E8500NC	Patient Leg Rest for Nuclear, PET/CT, MRI

Contoured Leg Rest prevents low back stress and pain that occurs during supine imaging and treatment, measures 7 in. H x 17 in. D x 13 in. W. Designed to accommodate virtually all patients. Compatible with most Nuclear Imaging systems and can also be used in MRI, CT and PET applications. Constructed with a comfortable, full support polyfoam with a seamless coated finish. Warranty Code: H

Line	Qty	Catalog	
23	1.00	W0302NM	TIP SPECT/CT System Training Program

**This training program is designed for customers purchasing a GEHC SPECT/CT system.**

This training program is designed for customers purchasing a GEHC SPECT/CT system. 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 12 days)
- Virtual Inclusions may include:
  - Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour
  - Answerline Support-Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLink button on the imaging console
  - Tip Virtual Assist-Direct interactive access to a GEHC expert for enhanced support.
- On Demand courses-On healthcare learning system. Self-paced courses and webinars (CE and non-CE).

Training will be delivered at a mutually agreed upon time between the customer and GE Healthcare (excluding GE Healthcare holidays and weekends), are subject to availability and generally will not exceed 17 days. This training program has a term of twelve (12) months commencing on Acceptance, where all onsite training must be scheduled and completed within twelve (12) months of Acceptance and all Virtual Inclusions also expire at the end of such twelve (12) month period. Additional onsite days may be available for purchase separately.

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

Line	Qty	Catalog	
24	1.00	NI_NUC_INSTALLATION	<b>\$5000 is applied to 3rd-Party Rigging Services, as directed by Customer. Rigging (including excess/additional rigging costs) remains the Customer’s responsibility. Unapplied rigging funds will be forfeited without refund or credit.</b>

Line	Qty	Catalog
25	1.00	Services-CE-Americas-Dosewatch CapEx

Line	Qty	Catalog	
26	1.00	M85101CS	<b>DW Device Connection for CapEx</b>

This license includes, if applicable to the device modality type, the following:

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

Line	Qty	Catalog	
27	1.00	M85101LU	<b>Implementation Services ½ Day</b>

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

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

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

- Understanding of the project architecture and the best workflow
- Installation and configuration of purchased software components
- Setup of the licensed systems in the system

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

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

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

These implementations services excludes:

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

**Total Quote Subtotal** **\$559,776.24**

**Total Quote Net Selling Price:** **\$559,776.24**

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

## GPO Agreement Reference Information

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

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

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

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

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

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

**Ultrasound:** PP-IM-271

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



**1. Definitions.** As identified in this Agreement, “Equipment” is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE HealthCare’s packaging and with its labeling; “Software” is software developed by GE HealthCare and/or delivered to Customer in GE HealthCare’s packaging and with its labeling, and Documentation associated with the software; “Third Party Software” and “Third Party Equipment” are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party’s packaging and with its labeling (collectively, “Third Party Product”); “Product” is Equipment, Software and Third Party Product; “Services” are Product support or professional services; “Subscription” is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated support Services; “Healthcare Digital Products” are: (i) Software identified in the Quotation as “Centricity”; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. “Specifications” are GE HealthCare’s written specifications and manuals as of the date the Equipment shipped; and “Documentation” is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE HealthCare to Customer.

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

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

#### **4. Commercial Logistics**

##### **4.1 Order Cancellation and Modifications.**

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

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

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

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

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

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

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

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

#### 4.6 Acceptance.

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

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

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

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

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

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

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

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

## 5. Security Interest and Payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

## 8. General Terms.

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

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

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

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

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

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

## **9. Compliance.**

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

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

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

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

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

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

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

9.8. Use of Data.

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

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

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

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

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

## 10. **Disputes and Arbitration**

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

## 11. **Liability and Indemnity**

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

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

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

11.4. General Indemnification.

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

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

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

## 12. Payment and Finance.

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

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

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

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

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

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

### % Less than Uptime Commitment    Warranty Extension

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

Uptime is calculated as follows:

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

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



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

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

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

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

16.2 Scope.

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

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

**16.2.3 Definitions.** "Error" means any Software-related problem that: (i) materially interferes with Customer's use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. "Error Correction" means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. "Update" means a change that provides Error Corrections and/or enhances functionality of the Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.

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

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

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

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

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



**1. Warranty.**

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

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

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

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

1.5. **Accessories and Supplies.** Warranties for accessories and supplies are at [www.gehealthcare.com/accessories](http://www.gehealthcare.com/accessories).

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

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

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

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

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

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

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

In addition, these warranties do not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation, or other misuse or abuse; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE HealthCare’s control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or

calibration; (v) network and antenna installations not performed by GE HealthCare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE HealthCare (ix) Products immersed in liquid; (x) for Mobile Equipment, defects or deficiencies from mobile use outside of normal transportation wear and tear (excluding OEC regarding transportation wear and tear) and (xi) replacement of disposable or consumable items.

#### **4. Exceptions to Standard Warranty.**

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

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

**MR Systems:** Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

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

**Performix 160A (MX160) Tubes:** 3 years

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

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

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

**OEC New or Exchange Service Parts:** 120 days

**OEC Tubes and Image Intensifiers:** 1 year

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

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

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

Except the following have a 1 year warranty:

Transducers: TEE Probes,

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

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

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

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

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

Except the following have a 1 year warranty:

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

Transducers: TEE Probes

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

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

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

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

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

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

**Micromodules:** 3 year parts, 1 year labor (i) repair services performed at GE HealthCare Repair Operations Center

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

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

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

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

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

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

**Exergen:** 4 years

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

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

**Corometrics® Nautilus Transducers:** 2 years

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

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

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

**Tec 850 Vaporizers:** 3 years

**Tec 6 Plus Vaporizers:** 2 years

**CARESCAPE Gateway:** 1 year

**CARESCAPE Bridge:** 1 year

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



# GE HealthCare

## Addendum to Agreements

This Addendum ("Addendum") is made by ECU Health with an address at PO Box 6028, Greenville, NC 27835-6028 ("Customer") and the GE HealthCare business ("GE HealthCare") identified on the GE HealthCare Quotation(s), parties to those certain Quotations identified and attached hereto as Exhibit A (each, a "Quotation" and collectively, the "Quotations"), for the products and/or services listed on each such Quotation in accordance with the terms and conditions identified on each such Quotation (each such Quotation, an "Agreement" and collectively, the "Agreements").

The Agreements are amended as follows:

1. Notwithstanding anything to the contrary in the Agreements, the parties agree that the Managed Equipment Services Agreement dated September 1, 2022 between Customer and GE HealthCare shall be the Governing Agreement.
2. As a matter of administrative convenience, the parties agree to the Terms and Conditions of the Quotations by signature of this Addendum. For the avoidance of doubt, the parties agree that by signing this Addendum, they are executing, and do not need to separately sign, each of the documents identified in Exhibit A. Customer agrees that it has authority to sign on behalf of all facilities listed in the Quotations.
3. Except as set forth in this Addendum, each Agreement is unaffected and continues in full force in accordance with its terms. If there is a conflict between this Addendum and any Agreement or any other earlier amendment, the terms of this Addendum will prevail.
4. Customer's form of payment:

Initial to indicate form of payment:  
(If potential for a lease exists, GE HEF or otherwise, select lease)

☐ Cash\*      ☒ Lease      ☐ GE HEF Loan

If leasing please provide name of finance company below:

GE HEF

\*Selecting cash declines option for GE HEF financing

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

### ECU Health

Signature: Andrew Montgomery  
Andrew Montgomery (Dec 22, 2023 4:51 PM)

Print Name: Andrew Montgomery

Title: Vice President Supply

Date: Dec 22, 2023

### GE HealthCare

Signature: Sarah Wilson  
Sarah Wilson (Dec 22, 2023 10:40 EST)

Print Name: Sarah Wilson

Title: Market Vice President

Date: Dec 22, 2023

**Exhibit A**

No.	Quotation No.	Date
1	2008630015.4	October 2, 2023
2	2010180184.1	October 2, 2023
3	2010327437.1	October 2, 2023
4	2010180237.1	October 2, 2023
5	2010327556.1	October 2, 2023
6	2010327492.1	October 2, 2023
7	2009342988.4	October 2, 2023
8	2010356226.1	October 2, 2023
9	2010332385.1	September 18, 2023
10	2010180081.2	October 2, 2023
11	2010361637.1	September 29, 2023
12	2010344048.1	September 21, 2023
13	2010337293.1	September 19, 2023
14	2007965768.2	October 2, 2023
15	2007873994.17	October 2, 2023
16	2010223808.1	October 2, 2023
17	2008070933.3	November 6, 2023
18	2010033215.13	October 2, 2023
19	2008601081.4	November 7, 2023
20	2008070876.3	November 6, 2023
21	2010223748.2	October 2, 2023
22	2010223775.1	October 2, 2023
23	2010180908.2	October 2, 2023
24	2007884411.5	October 2, 2023
25	2010223800.2	October 2, 2023
26	2009884569.3	October 2, 2023
27	2010223345.2	October 2, 2023
28	2010223456.1	October 2, 2023
29	2009936151.3	September 19, 2023

EEDG  
CT =>

=< EPMC  
CT

EHMC  
NUC MED =>

No.	Quotation No.	Date
30	2007874118.4	October 2, 2023
31	2007874134.4	October 2, 2023
32	2010327604.1	October 2, 2023
33	2008070727.8	November 6, 2023
34	2005847155.4	October 2, 2023
35	2010332345.1	October 2, 2023
36	2010332394.1	September 18, 2023
37	2005826738.10	November 20, 2023

Please see attached



February 15, 2025

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

FILED ELECTRONICALLY

**RE: Request for Exemption Pursuant to G.S. 131E-184(a7) / Pitt County Memorial Hospital, Inc., d/b/a ECU Health Medical Center / Replace an Existing Nuclear Medicine Camera / Pitt / FID #: 933410**

Dear Ms. Mitchell,

ECU Health Medical Center (EHMC) plans to replace an existing nuclear medicine camera with new equipment on its main hospital campus located in Greenville, NC (Beaufort County). EBEA believes that the proposed equipment replacement is not subject to review under North Carolina's Certificate of Need (CON) laws.

The proposed project includes the replacement of a GE Infinia-II 3/8 nuclear medicine camera with a GE Discovery 850 SpectCT nuclear medicine camera. The total capital costs for the proposed replacement are estimated to be \$1,723,752 (see Appendix B for the capital cost sheet). These costs include all expenses associated with the equipment and renovations.

EHMC believes the proposed project is exempt from CON review under G.S. 131E-184(a7) – replacement equipment. EHMC believes the proposed project meets the definition of replacement equipment as defined by G.S. 131E-176(22a) in that:

1. The total cost of the replacement equipment is less than \$2,971,200,
2. The equipment is being purchased for the sole purpose of replacing comparable medical equipment currently in use (see Appendix A for equipment comparison table, Appendix C for vendor quotes, and Appendix D for a brochure for the new equipment),
3. The existing equipment will be sold or otherwise disposed of when replaced,
4. The replacement equipment will be located in the same location as the existing equipment (see Appendix E for site and floor plans), and
5. The reason for the replacement is due to the existing equipment is past the age of its useful life.

Since EHMC's proposal meets the definition of "replacement equipment", G.S. 131E-184(a7) exempts this project from CON review. Therefore, EHMC requests approval of an exemption status for the proposed project.

In the event the project exceeds the \$2,971,200 equipment replacement threshold, EHMC believes the proposed project would still be exempt from review under G.S. 184(f) since the replacement equipment will be located on the main campus of a licensed health service facility.

Also, despite the CT technology used in the nuclear medicine camera proposed, EHMC will not use this proposed device as a traditional, diagnostic CT scanner.



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

Thank you.

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

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



# **Appendix A**

## **Equipment Comparison Table**

# EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type (e.g., Cardiac Catheterization, Gamma Knife®, Heart-lung bypass machine, Linear Accelerator, Lithotriptor, MRI, PET, Simulator, CT Scanner, Other Major Medical Equipment)	Nuc Med Scanner	Nuc Med Scanner
Manufacturer	GE	GE
Model number	Infinia-II 3/8	Discovery 850 Spect/CT
Other method of identifying the equipment (e.g., Room #, Serial Number, VIN #)	SID: PITTINF4	Serial Number TBD
Is the equipment mobile or fixed?	Fixed	Fixed
Date of acquisition	2007	Order placed: 12/26/2023
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 <Attach a signed Projected Capital Cost form>	N/A	\$ (see Appendix B for details)
Total cost of the equipment	\$326,053.39	\$571,536.24
Location of the equipment <Attach a separate sheet for mobile equipment if necessary>	ECU Health ECU Medical Center 2100 Stantonsburg Rd, Greenville, NC 27834	ECU Health ECU Medical Center 2100 Stantonsburg Rd, Greenville, NC 27834
Document that the existing equipment is currently in use		N/A
Will the replacement equipment result in any increase in the average charge per procedure?	N/A	No
If so, provide the increase as a percent of the current average charge per procedure	N/A	N/A – See Above
Will the replacement equipment result in any increase in the average operating expense per procedure?	N/A	No
If so, provide the increase as a percent of the current average operating expense per procedure	N/A	NA – See Above
Type of procedures performed on the existing equipment <Attach a separate sheet if necessary>	General Nuc Med Procedures	N/A

Type of procedures the replacement equipment will perform <Attach a separate sheet if necessary>	N/A	General Nuc Med Procedures (see brochure in Appendix D for additional information)
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Date of last revision: 5/17/19

# **Appendix B**

## **Capital Cost Sheet**

# CAPITAL COST SUMMARY - ECUH-MC Nuclear Med Room Construction #5206

## Site Costs

(1) Full purchase price of land	\$	0
Acres 0 Price per Acre \$ _____		
(2) Closing costs	\$	0
(3) Site Inspection and Survey	\$	0
(4) Legal fees and subsoil investigation	\$	0
(5) Site Preparation Costs [Include]		
Soil Borings		
Clearing and Grading		
Roads and Parking		
Sidewalks		
Water and Sewer		
Excavation and Backfill		
Termite Treatment		
Sub-Total Site Preparation Costs	\$	0
(6) Other (Specify)	\$	0
(7) Sub-Total Site Costs		\$ 0
Construction Contract		
(8) Cost of Materials [Include]		
General Requirements		
Concrete/Masonry		
Woods/Doors & Windows/Finishes		
Thermal & Moisture Protection		
Equipment/Specialty Items		
Mechanical/Electrical		
Sub-Total Cost of Materials	\$	589,509
(9) Cost of Labor	\$	393,006
(10) Other (DHSR Review Fee)	\$	1,700
(11) Sub-Total Construction Contract		\$ 984,215
Miscellaneous Project Costs		
(12) Building Purchase	\$	0
(13) Fixed Equipment Purchase/Lease	\$	571,537
(14) Movable Equipment Purchase/Lease	\$	0
(15) Furniture	\$	0
(16) Landscaping	\$	0
(17) Consultant Fees		
Architect and Engineering Fees	\$	168,000
Legal Fees	\$	0
Market Analysis	\$	0
CON Preparation	\$	0
Sub-Total Consultant Fees	\$	168,000
(18) Financing Costs (e.g. Bond, Loan, etc.)	\$	0
(19) Interest During Construction	\$	0
(20) Other (Specify)	\$	0
(21) Sub-Total Miscellaneous		\$ 739,537
(22) Total Project Capital Cost (Sum A-C above)	\$	1,723,752

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

# **Appendix C**

## **Equipment Quote**



October 2, 2023  
Quote Number: **2008070876.2**  
Customer ID: **1-23I1HJ**  
Quotation Expiration Date: **11/28/2023**

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

This Agreement (as defined below) is by and between the Customer and the GE HealthCare business ("GE HealthCare"), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is this Quotation (including line/catalog details included herein) and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE HealthCare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation.

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

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

Governing Agreement:	Premier
Terms of Delivery	FOB Destination
Billing Terms	80% on Delivery / 20% on Acceptance
Payment Terms	NET 45 DAYS
Sales and Use Tax Exemption	No Certificate on File
Total Quote Net Selling Price	\$ 571,536.24

**IMPORTANT CUSTOMER ACTIONS:**

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

☐ Cash

☐ GE HFS Loan ☐ GE HFS Lease

☐ Other Financing Loan ☐ Other Financing Lease Provide Finance Company Name \_\_\_\_\_

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

ECU Health Medical Center

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

\_\_\_\_\_  
Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

**Signature:** John Cruz

**Title:** Lead Sales Specialist Imaging

**Date:** October 2, 2023





**Document Instructions**

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

**Name:** John Cruz

**Email:** john.cruz@ge.com

**Phone:** (919) 621-3653

**Fax:**

**Payment Instructions**

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

**GE Precision Healthcare LLC**

**P.O. Box 96483**

**Chicago, IL 60693**

**FEIN: 83-0849145**

**Addresses:**

**ECU Health Medical Center**

**Bill To:** ECU Health Medical Center

2100 Stantonsburg Rd, Greenville, NC, US, 27834-2818

**Ship To:** ECU Health Medical Center

2100 Stantonsburg Rd, Greenville, NC, US, 27834-2818

**To Accept This Quotation**

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

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

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



## Catalog Item Details

Line	Qty	Catalog	Pricing Non-Disclosure Language
<b>1</b>	<b>1.00</b>	<b>Y0000LC</b>	

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	NM/CT 850 3/8 inch Detector
<b>2</b>	<b>1.00</b>	<b>S3907AD</b>	

NM/CT 850 system is a hybrid SPECT/CT imaging system combining a nuclear imaging camera with a hybrid-dedicated low-dose CT subsystem. It has an all-purpose, dual-detector, free-geometry integrated nuclear imaging camera that features the advanced Elite NXT detector technology, slim gantry, cantilevered patient table, an Acquisition station and Smart Console digital processing workstation, now combined with a Revolution ACTs CT that has been adapted for low-dose hybrid-dedicated use within the NM/CT 850 imaging system. The Elite NXT detectors feature 3/8" or 5/8" thick detectors for all-purpose nuclear imaging.

The adapted low-dose hybrid-dedicated Revolution ACTs is an 8-Slice CT with short geometry designed gantry and New Clarity panel detector HiLight™ scintillator with DAS on detector (DoD) and other advanced OptiDose\* dose management features.

Key features of the free-geometry NM/CT 850 design include:

- Slim-profile, wide-bore, robotic gantry design
- 180° and 90° orientations of the NM detectors for high SPECT and WB scanning efficiency
- Rapid, simultaneous multi-axis gantry motions
- Upright and horizontal detector orientations for exceptional clinical versatility, including patients that are in a hospital bed, standing or sitting during scan
- Multi-functional, dual-axis imaging table
- Automatic "home" positioning enables easy setup of the gantry and the table using pre-programmed detector geometries and imaging modes
- Real-time automatic body contouring
- User-friendly, intuitive Linux-based user interface
- CT imaging sub-system for low-dose Hybrid SPECT/CT applications including attenuation correction and localization
- Smart Console™ provides automated processing, connectivity, and user collaboration tools, for enhanced workflow and accessibility.
- Ignite integrated workflow with Xeleris processing and review workstation designed to help enhance departmental productivity

The Evolution for Bone SPECT Camera License enables the acquisition of Evolution for Bone SPECT data sets on 800 series cameras. The Evolution for Bone SPECT algorithm models the collimator-detector response, improves Bone SPECT resolution, signal to noise ratios and reduces noise variability. Evolution for Bone SPECT enables improved resolution of bone SPECT studies acquired over standard acquisition time or non-inferior image quality with up to 50% reduction in count density, achieved by either imaging at ½ acquisition time or injecting with ½ dose (or any combination of the two) when compared to standard bone SPECT imaging protocols. The Evolution for Bone reconstruction is an additional module within the Q.Volumetrix MI application.

The Evolution for Planar Bone Camera License enables the acquisition of Evolution for Planar Bone data sets on the 800 series cameras. The Evolution for Planar Bone includes a noise reduction algorithm that preserves the finest structures in the image using well-suited pixel size and optimal energy window settings. This Adaptive Structure Matching Non-Local Filter enables improved planar image quality for the same scan time, shorter planar scan time while preserving image quality, or reduced injected dose with the same scan time while preserving image quality. The Evolution for Planar Bone reconstruction is an additional module within the Whole Body Bone and Spots Review application.

The Evolution for Cardiac Camera License enables the acquisition of Evolution for Cardiac data sets on the 800 series cameras. The Evolution for Cardiac resolution recovery algorithm models the collimator-detector response, improves cardiac SPECT resolution, signal to noise ratios and reduces noise variability. Evolution for Cardiac provides non-inferior image quality with up to 50% reduction in count density, achieved by either imaging at ½ the acquisition time or injecting with ½ the dose (or any combination of the two) when compared to standard MPI protocols. The Evolution for Cardiac reconstruction is an additional module within the Myovation application.

The Evolution Tool Kit Camera License enables the acquisition of Evolution Tool Kit data sets on the 800 series cameras. The Evolution Tool Kit is a package enabling improved resolution and reduced noise for SPECT studies of Tc99m, I123, In111 and Ga67 by using the Evolution reconstruction technique with resolution recovery. Compared to standard FBP or iterative reconstruction, Evolution Tool Kit can enable improved visual clarity. Evolution Tool Kit includes Poisson and Angular re-sampling tools to for imaging simulation of various levels of count densities to test the impact of time or dose reduction on image quality. Evolution Tool Kit reconstruction is an additional module within the Q.Volumetrix MI application.

Line	Qty	Catalog	
<b>3</b>	<b>1.00</b>	<b>H3909AD</b>	<b>NM LEHRS coll w/ cart (Full camera config includes SwiftScan Licenses)</b>

NM 800 Low Energy High Resolution and sensitivity Collimators includes two collimators and a dedicated collimator cart.

Line	Qty	Catalog	
<b>4</b>	<b>1.00</b>	<b>H2506TC</b>	<b>NM MEGP Collimators with Cart</b>

NM Medium Energy General Purpose Collimators includes two collimators and a dedicated collimator cart

Line	Qty	Catalog	
<b>5</b>	<b>1.00</b>	<b>H3100PF</b>	<b>QC Flood Source Holder Kit</b>

A large plate mounted at a small distance above the NM detector on which the flood source is positioned in order to perform acquisition of flood studies for QA/QC purposes.

Line	Qty	Catalog	
<b>6</b>	<b>1.00</b>	<b>H3100PE</b>	<b>QC Point Source Holder</b>

An L-shaped metal plate attachable to the wall with an opening for a syringe in order to acquire point source-based flood acquisition at a few meters distance from vertically positioned detector for QA purposes.

Line	Qty	Catalog	
<b>7</b>	<b>1.00</b>	<b>H3602SL</b>	<b>QA COR Source Holder</b>

Center of rotation source holder for Quality assurance, easily attached to Infinia or Ventri table.

Line	Qty	Catalog	
<b>8</b>	<b>1.00</b>	<b>H3909DY</b>	<b>QC Bar Phantom 2.5/3.2/3.5/4mm (for USA)</b>

Bar phantom for spatial resolution and linearity tests of gamma cameras. The phantom consists of four quadrants with different bar specification:

For each of the quadrant, bar spacing is 2.5mm, 3.2mm, 3.5mm 4.0mm

Line	Qty	Catalog	
<b>9</b>	<b>1.00</b>	<b>H3100YT</b>	<b>UPS fixtures for 480V UPS for NM SPECT/CT</b>

A set of cables and components required for use with E4502JJ Eaton 6 kVa UPS - for DLX and DX Digital X-Ray system consoles and Nuclear products that provide partial emergency backup power supply for completion of NM scans and gantry motion.

Line	Qty	Catalog	
<b>10</b>	<b>1.00</b>	<b>H3100NW</b>	<b>Axial Head Holder</b>

Ergonomically designed holder to position patient's head outside of the patient tabletop pallet, enabling brain SPECT orbiting as close as possible to the patient's skull with maximal coverage of the target tissue

Line	Qty	Catalog	
<b>11</b>	<b>1.00</b>	<b>H3100NP</b>	<b>Straps &amp; Pads kit</b>

Long table pad and straps

Line	Qty	Catalog	
<b>12</b>	<b>1.00</b>	<b>H3100TZ</b>	<b>Flat Floor Plate</b>



A streamlined floor plate designed to facilitate collimator exchange on the NM 600/800 series cameras to aid hospital bed and stretcher imaging.

Line	Qty	Catalog	
<b>13</b>	<b>1.00</b>	<b>H3100PG</b>	<b>600/800 Series Pallet Extender</b>

The patient pallet extender for NM 600/800 Series products can be used to extend the table top for multi-FOV SPECT, SPECT/CT and whole body studies to take advantage of the full scan range capabilities. Length is 600mm; Width is 391mm; 300mm extension  
Note - The use of the extender requires more space between the camera and the back wall of the scan room. Consult with GE Healthcare project manager for minimum room size requirements.

Line	Qty	Catalog	
<b>14</b>	<b>1.00</b>	<b>H2506KR</b>	<b>NORAV Integrated ECG Gating</b>

NORAV ECG GATING

A compact ECG gating device for Discovery 630 gated cardiac studies, embedded in the Patient table in order to simplify operation.

Line	Qty	Catalog	
<b>15</b>	<b>1.00</b>	<b>H2506TR</b>	<b>600/800 Series Detector Removal</b>

Detector dismount for shipment of system without detectors attached, must be reassembled in final location

Line	Qty	Catalog	
<b>16</b>	<b>1.00</b>	<b>B73602CA</b>	<b>Brivo CT Gantry Dolly</b>

Dolly dedicated to Brivo CT

Line	Qty	Catalog	
<b>17</b>	<b>1.00</b>	<b>S3906AX</b>	<b>Q.SPECT camera license (enables PET/CT data format for review)</b>

S3906AX Contains a version of H2506TO (Q.Metrix Camera License). This version is intended to enable SPECT/CT data from SmartConsole to transfer for review using PET/CT displays.

Line	Qty	Catalog	
<b>18</b>	<b>1.00</b>	<b>H3602PW</b>	<b>DOSIMETRIX CAMERA LICENS</b>

DOSIMETRY CAMERA LICENSE

Dosimetry Toolkit camera license along with Xeleris 3 H3901NE DOSIMETRY TOOLKIT license is a s/w package that uses multi WB SPECT/CT and/or WB planar datasets for quantifying changes in radiopharmaceutical uptake over time and calculating residence time per organ for Radio-Isotope Therapy treatment planning purposes. The purpose of the Dosimetry Toolkit is to define and report the patient organs volume, activity and residence time of radiopharmaceutical concentration within patient organs. These results are based on consecutive patient scans and can be used as input for Radio-Isotope Therapy planning applications (such as OLINDA or similar).

Line	Qty	Catalog	
<b>19</b>	<b>1.00</b>	<b>R12023AC</b>	<b>Standard Service License</b>

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	
<b>20</b>	<b>1.00</b>	<b>E4502JJ</b>	<b>6 KVA UPS for Nuclear Medicine</b>

#### FEATURES/BENEFITS

- The use of uninterruptible power enables the system imaging to be completed after the loss of supply power, and allows for saving of valuable data and orderly system shutdown
- The Online Double Conversion UPS eliminates all power anomalies such as noise, transients, overvoltage and undervoltage, which could damage the imaging system's sensitive computer components
- Improves imaging system reliability, reduces service costs, and increases system uptime
- Cell Saver Technology provides conditioned power even during severe brownout conditions without depleting battery resources
- System monitoring via: LanSafe III / FailSafe III software, (2) RS-232 Ports
- PowerPass Module further enhances reliability through Maintenance Bypass Switch which performs maintenance or upgrade your UPS without powering down your critical systems

#### SPECIFICATIONS

- Dimensions (H x W x D): 33.6" x 9.9" x 15.8"
- Weight: 218 lbs.
- Input Voltage: 200 - 240 VAC
- Output Voltage: 120/240, 120/208 VAC
- Frequency: 45-65 Hz

#### COMPATIBILITY

- Maxxus NM

#### NOTES:

- Customer is responsible for rigging and arranging for installation with a qualified party
- ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
- Removal/disposal of the old unit is the customer's responsibility.

Line	Qty	Catalog	
21	1.00	E4502AG	90A A1 Main Disconnect Panel and UPS Control

#### NOTES:

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

Line	Qty	Catalog	
22	1.00	E8500NB	Patient Arm Support System for Nuclear, PET/CT, MRI

Padded Arm Rest combines total arm support and passive restraint, increasing patient comfort during extended procedures. Designed to accommodate virtually all patients. Compatible with most Nuclear Imaging systems and can also be used in MRI, CT and PET applications. Constructed with a comfortable, full support polyfoam with a seamless coated finish. Warranty Code: H

Line	Qty	Catalog	
23	1.00	E8500NC	Patient Leg Rest for Nuclear, PET/CT, MRI

Contoured Leg Rest prevents low back stress and pain that occurs during supine imaging and treatment, measures 7 in. H x 17 in. D x 13 in. W. Designed to accommodate virtually all patients. Compatible with most Nuclear Imaging systems and can also be used in MRI, CT and PET applications. Constructed with a comfortable, full support polyfoam with a seamless coated finish. Warranty Code: H

Line	Qty
Catalog	
24	1.00
W0302NM	
TIP SPECT/CT System Training Program	

**This training program is designed for customers purchasing a GEHC SPECT/CT system.**

This training program is designed for customers purchasing a GEHC SPECT/CT system. 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 12 days)
- Virtual Inclusions may include:
  - Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour
  - Answerline Support-Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLinq button on the imaging console
  - Tip Virtual Assist-Direct interactive access to a GEHC expert for enhanced support.
- On Demand courses-On healthcare learning system. Self-paced courses and webinars (CE and non-CE).

Training will be delivered at a mutually agreed upon time between the customer and GE Healthcare (excluding GE Healthcare holidays and weekends), are subject to availability and generally will not exceed 17 days. This training program has a term of twelve (12) months commencing on Acceptance, where all onsite training must be scheduled and completed within twelve (12) months of Acceptance and all Virtual Inclusions also expire at the end of such twelve (12) month period. Additional onsite days may be available for purchase separately.

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

Line	Qty	Catalog	
25	1.00	NI_NUC_INSTALLATION	<b>\$5000 is applied to 3rd-Party Rigging Services, as directed by Customer. Rigging (including excess/additional rigging costs) remains the Customer's responsibility. Unapplied rigging funds will be forfeited without refund or credit.</b>

Line	Qty	Catalog
26	1.00	Services-CE-Americas-Dosewatch CapEx

Line	Qty	Catalog	
27	1.00	M85101CS	<b>DW Device Connection for CapEx</b>

This license includes, if applicable to the device modality type, the following:

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

Line	Qty	Catalog	
28	1.00	M85101LU	<b>Implementation Services ½ Day</b>

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

Customer will provide a project manager to work directly with the Project Manager in the installation and setup of the solution. The



customer project manager will be responsible for the ongoing maintenance of the hardware and operating system that houses the software.

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

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

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

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

These implementations services excludes:

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

**Total Quote Net Selling Price: \$571,536.24**

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

## Optional Items

Please initial the Catalogs you wish to purchase

Catalog Number	Qty	Description	Net Price	Initial
H3909CX	1.00	Pinhole & LEHR Collimator Cart	\$15,600.00	

A collimator cart with Pinhole collimator (Detector #1) and LEHR collimator (Detector #2)  
For successive Thyroid / Parathyroid acquisitions without the need to change collimators between scans.

## GPO Agreement Reference Information

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

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

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

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

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

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

**Ultrasound:** PP-IM-271

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



**1. Definitions.** As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE HealthCare's packaging and with its labeling; "Software" is software developed by GE HealthCare and/or delivered to Customer in GE HealthCare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; "Services" are Product support or professional services; "Subscription" is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated support Services; "Healthcare Digital Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. "Specifications" are GE HealthCare's written specifications and manuals as of the date the Equipment shipped; and "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE HealthCare to Customer.

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

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

#### **4. Commercial Logistics**

##### **4.1 Order Cancellation and Modifications.**

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

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

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

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

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

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

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

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

#### 4.6 Acceptance.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **8. General Terms.**

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

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

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

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

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

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

## **9. Compliance.**

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

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

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

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

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

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



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

9.8. Use of Data.

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

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

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

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

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

## 10. **Disputes and Arbitration**

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

## 11. **Liability and Indemnity**

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

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

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

11.4. General Indemnification.

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

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

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

## 12. Payment and Finance.

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

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

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

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

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

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

### % Less than Uptime Commitment    Warranty Extension

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:

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

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



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

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

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

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

16.2 Scope.

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

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

**16.2.3 Definitions.** “Error” means any Software-related problem that: (i) materially interferes with Customer’s use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. “Error Correction” means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. “Update” means a change that provides Error Corrections and/or enhances functionality of the Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.

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

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

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

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

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



**1. Warranty.**

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

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

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

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

1.5. **Accessories and Supplies.** Warranties for accessories and supplies are at [www.gehealthcare.com/accessories](http://www.gehealthcare.com/accessories).

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

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

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

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

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

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

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

In addition, these warranties do not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation, or other misuse or abuse; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE HealthCare’s control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or

calibration; (v) network and antenna installations not performed by GE HealthCare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE HealthCare (ix) Products immersed in liquid; (x) for Mobile Equipment, defects or deficiencies from mobile use outside of normal transportation wear and tear (excluding OEC regarding transportation wear and tear) and (xi) replacement of disposable or consumable items.

#### **4. Exceptions to Standard Warranty.**

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

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

**MR Systems:** Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

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

**Performix 160A (MX160) Tubes:** 3 years

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

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

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

**OEC New or Exchange Service Parts:** 120 days

**OEC Tubes and Image Intensifiers:** 1 year

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

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

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

Except the following have a 1 year warranty:

Transducers: TEE Probes,

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

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

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

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

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

Except the following have a 1 year warranty:

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

Transducers: TEE Probes

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

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

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

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

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

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

**Micromodules:** 3 year parts, 1 year labor (i) repair services performed at GE HealthCare Repair Operations Center

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

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

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

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

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

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

**Exergen:** 4 years

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

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

**Corometrics® Nautilus Transducers:** 2 years

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

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

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

**Tec 850 Vaporizers:** 3 years

**Tec 6 Plus Vaporizers:** 2 years

**CARESCAPE Gateway:** 1 year

**CARESCAPE Bridge:** 1 year

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

# **Appendix D**

## **Equipment Brochure**



# NM 800 Series



# Extrinsic uniformity correction

## Extrinsic vs. Intrinsic

- Patients are not imaged intrinsically, so why should your QC be that way?

“Extrinsic uniformity correction may significantly improve the overall image quality by taking into account nonuniformities that arise from the collimator.

This method will result in fewer image artifacts and improved image quality, thereby improving patient care.”\*

\*Extrinsic Versus Intrinsic Uniformity Correction for y-Cameras  
Randy Bolstad, Jody Brown and Vesper Grantham

Journal of Nuclear Medicine Technology September 2011, 39 (3) 208-212;  
DOI: <https://doi.org/10.2967/jnmt.110.084814>

The statements by GE Healthcare's customers described here are based on their own opinions and on results that were achieved in the customer's unique setting. Since there is no "typical" hospital and many variables exist, i.e. hospital size, case mix, etc., there can be no guarantee that other customers will achieve the same results."



GE Healthcare

NM 800 Series presentation | 2023

Pre-scan



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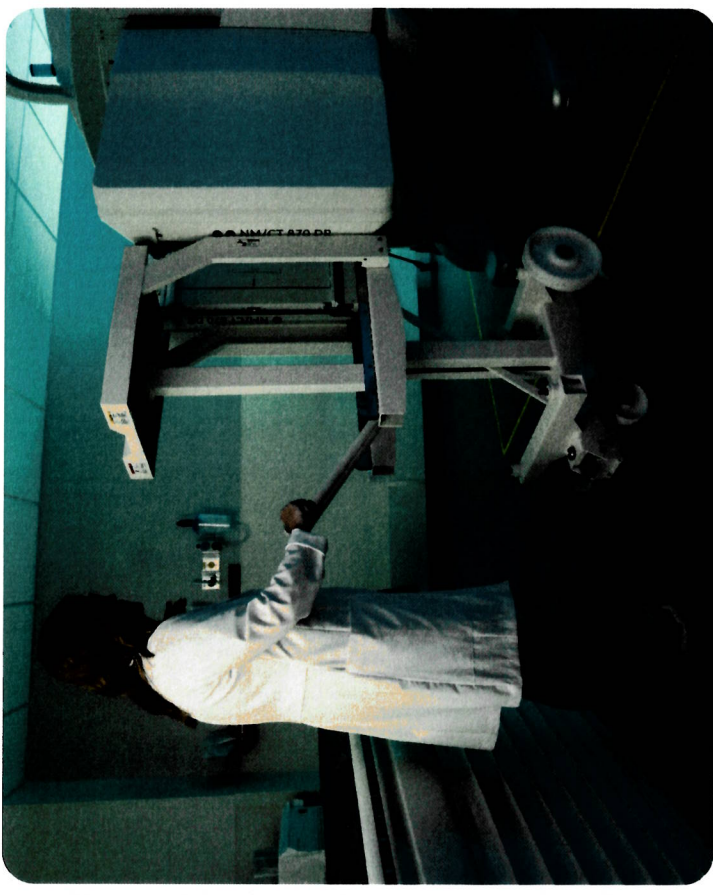


# Collimator exchange

## ONE LEHRS collimator to help reduce the need to change collimators

1. Fast and simple collimator exchange
2. No need to change collimators to perform cardiac imaging
3. No need for extra space to store additional collimators for most of the clinical procedures.
4. Allows sharing the same collimator between the different 600 and 800 cameras

Pre-scan



Example of collimator exchange in **less than 3 min**



GE HealthCare

Nuclear Medicine 800-Series Presentation | 2023

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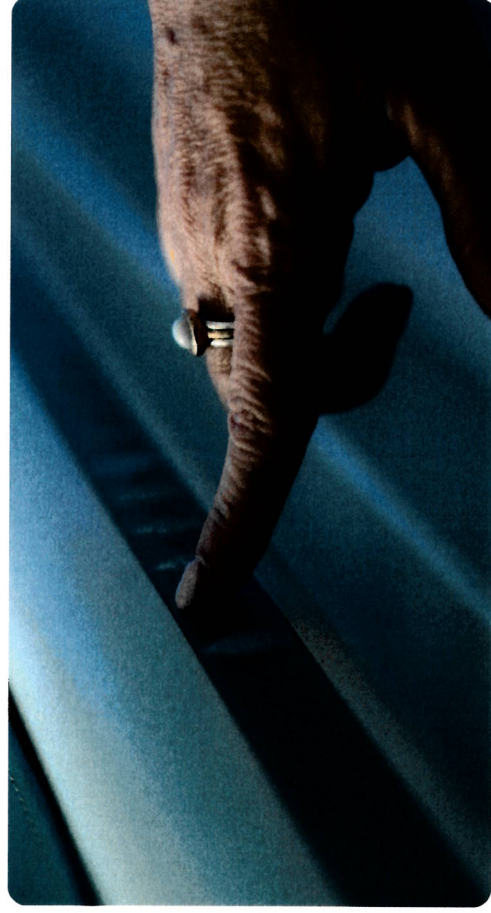


# Smart positioning

Pre-scan

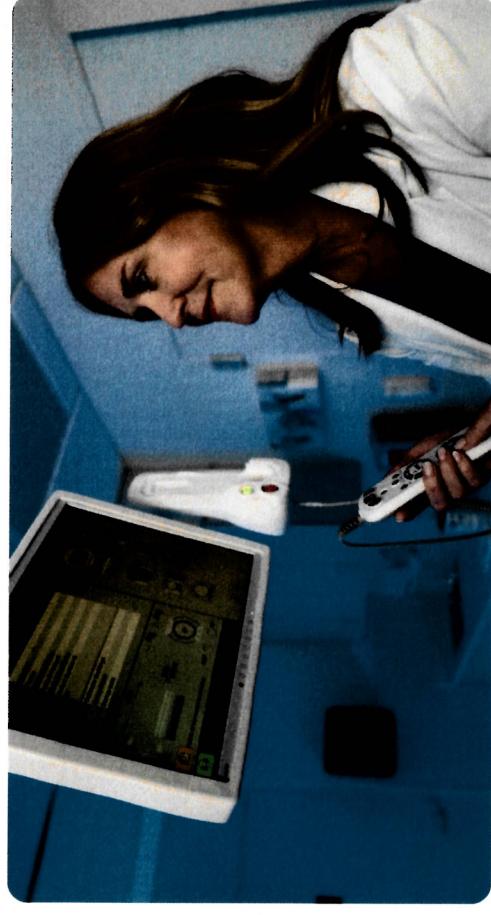
## Touch Ruler

- Fast and easy set-up
- Integrated NORAV ECG
- For all type of exams
- Available on all NM 800 Series cameras



## Gantry positioning

- Ultra-fast transitions
- Horizontal motion for fine-tuning
- $\pm 45^\circ$  detector swivel



Pre-scan

Stretch imaging  
Accommodates hospital beds and gurneys with flat gantry feet for easy table positioning





## Faster scanning. Dose reduction.

Helps improve  
patient comfort

One collimator for  
all low energy  
procedures (bone,  
cardiac, brain)



During scan

Reduced scan  
time/dose



Reduced scan  
time/dose



Evolution 

Up to  
**50%**

Reduction of scan time or  
injected dose for every  
type of exam.

High resolution and low  
noise in  $^{99m}\text{Tc}$ ,  $^{123}\text{I}$ ,  $^{111}\text{In}$ ,  
and  $^{67}\text{Ga}$  SPECT studies.<sup>1</sup>


SwiftScan SPECT 

Up to  
**25%**


Reduction of scan time or  
injected dose to help  
improve patient  
comfort.<sup>2</sup>

# Advanced technologies


Enhanced sensitivity while maintaining high resolution and enabling reduction in scan time




Reduced scan time/dose




Reduced scan time/dose



Improved sensitivity



Improved image quality



Improved small lesion detectability

**Evolution**

Up to **50%**

Reduction of scan time or injected dose.

High resolution and low noise in <sup>99m</sup>Tc, <sup>123</sup>I, <sup>111</sup>In, and <sup>67</sup>Ga SPECT studies<sup>1</sup>

**SwiftScan SPECT**

Up to **25%**

Reduction of scan time or injected dose to help improve patient comfort.<sup>2</sup>

**SwiftScan Planar**

**SwiftScan SPECT**

Using Clarity 2D for whole-body planar scanning.

Using Step-and-Shoot Continuous acquisition mode for SPECT and Gated SPECT scanning.

**SwiftScan Planar**

**SwiftScan SPECT**

Important factor in visualizing cancers and metastases at their early and most actionable stages.<sup>3</sup>

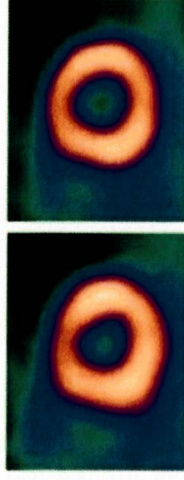
# Resolution recovery with Evolution<sup>1</sup>

## Evolution™ for Bone



- Helps enable half-time or half-dose <sup>99m</sup>Tc bone SPECT or whole-body scan at conventional full-time or full-dose image quality

## Evolution for Cardiac

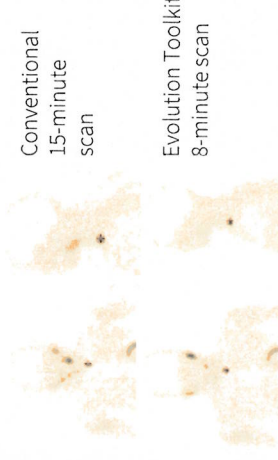


Conventional  
15-minute scan

Evolution for Cardiac  
7.5-minute scan

- Half-time or half-dose with same image quality as conventional full-time or full-dose cardiac SPECT scans
- May help minimize patient motion
- Designed to enable high patient throughput

## Evolution Toolkit



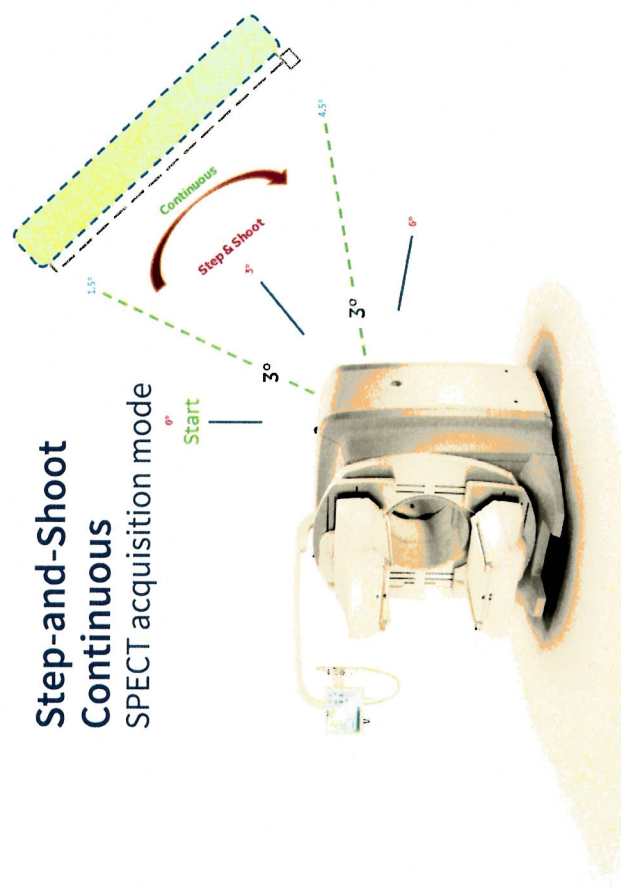
Conventional  
15-minute  
scan

Evolution Toolkit  
8-minute scan

- High resolution and low noise in <sup>99m</sup>Tc, <sup>123</sup>I, <sup>111</sup>In and <sup>67</sup>Ga SPECT
- High visual clarity
- Can be used to test image quality as function of counts using Poisson resampling tool



# Exclusive SwiftScan technology for SPECT imaging



Data acquisition in SPECT during detector motion—to collect up to 20% more events\*

\* Improvement compared to LEHR and Step-and-Shoot acquisition mode

SwiftScan SPECT – Full time acquisition – NM/CT 870 DR

SwiftScan SPECT – 25% Reduced Time or Dose – NM/CT 870 DR

Images courtesy of CHR d'Orleans, France

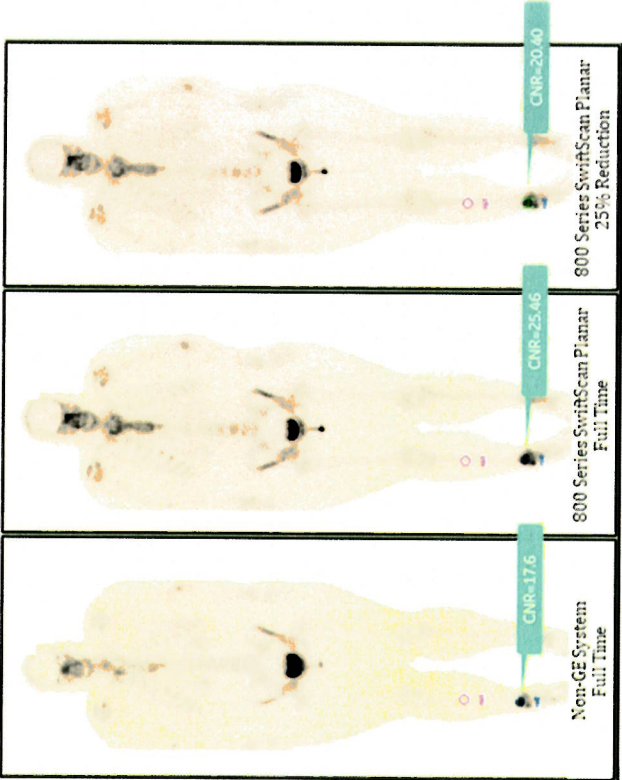
Full time acquisition – 8.5 minutes/FOV  
Dose 762 MBq/22 mCi  
BMI – 29.0



A new way to scan

SwiftScan Planar

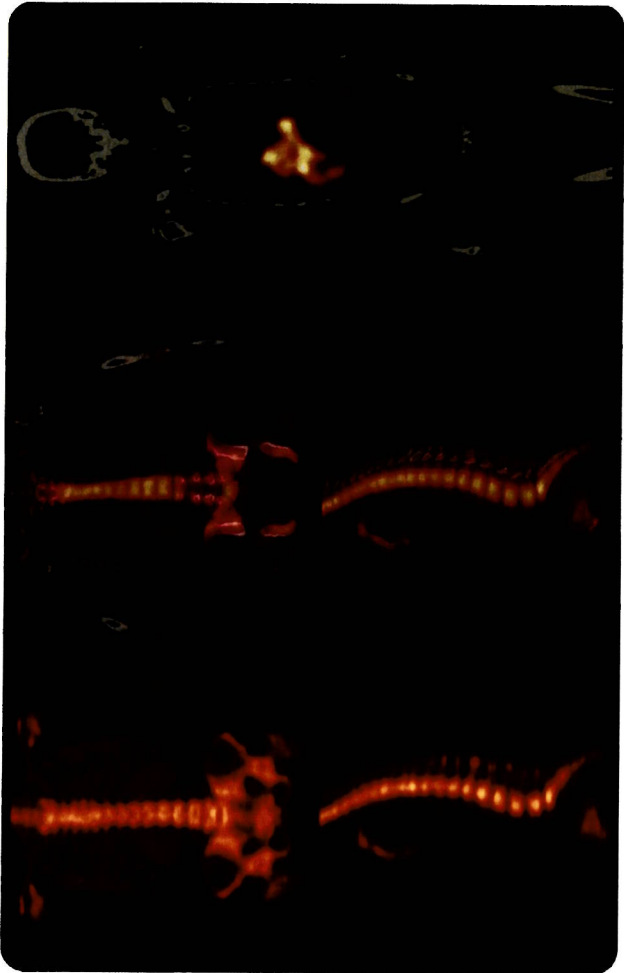
Up to  
**25%**  
time or dose  
reduction<sup>2</sup>



Images Courtesy of CHR d'Orleans, France, Saint-Pierre University Hospital, Brussels, Belgium

SwiftScan SPECT

Up to  
**25%**  
time or dose  
reduction<sup>2</sup>



5.5 minute/FOV bone SPECT



# Time reduction of 25% with SwiftScan SPECT<sup>2</sup>

SwiftScan SPECT: full time  
(9 minutes)

SwiftScan SPECT: 25%-time reduction  
(6 minutes)

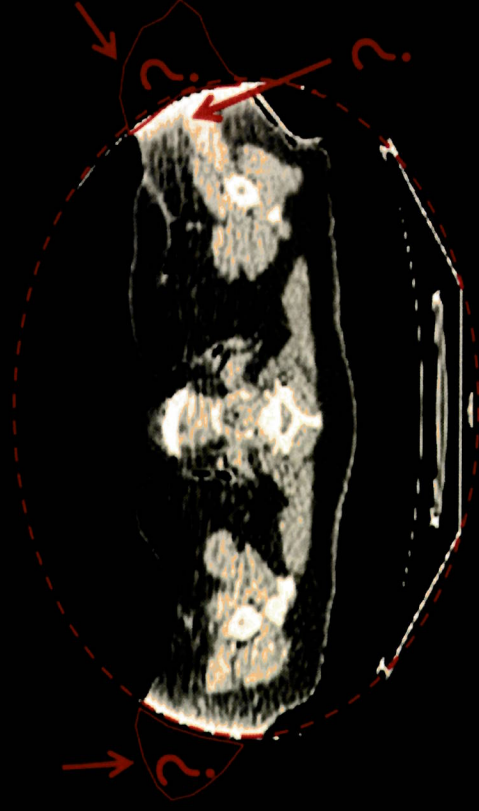


Image courtesy the Mirmam Hospital, Rhode Island

# WideView CT for attenuation correction

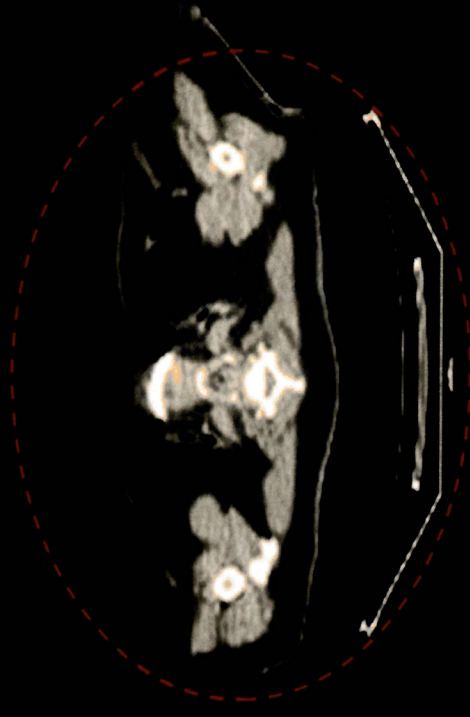
Reduces CT clipping artifacts by completing truncated projections, enabling attenuation correction for the entire SPECT FOV

**Conventional acquisition**



- Density inside the CT FOV is distorted close to the truncated edges
- Objects outside the CT FOV are clipped

**With WideView**



- Density inside the CT FOV is recovered
- Objects outside the CT FOV are restored



GE HealthCare

NM 800 Series presentation | 2023

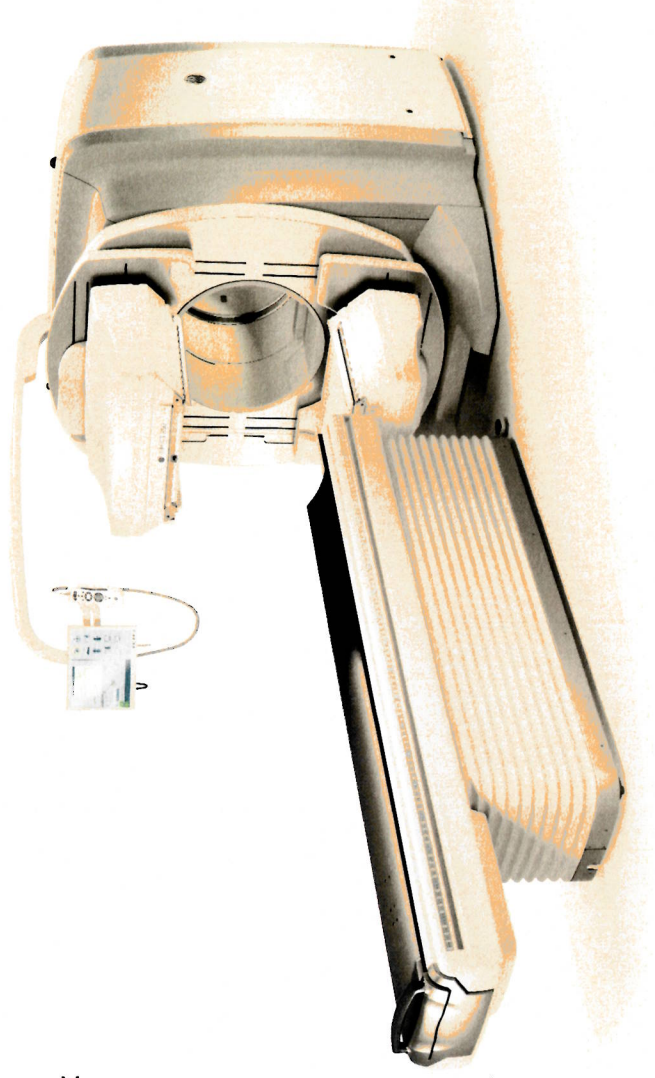
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# NM/CT 850

Give every SPECT the perspective of CT

## Deliver a definitive diagnosis with minimal incremental cost

- Enable dose and time reduction with SwiftScan Planar and SwiftScan SPECT<sup>2</sup>
- Exceptional, precise CT images with low dose for attenuation correction and localization
- Advanced hybrid CT applications like Q.AC and WideView
- Shielding necessity will be determined by local regulation
- Smart workflow using SmartConsole
- Effortless quantitation with Q.Volumetric AI
- Upgradable to SPECT/CT with stand-alone diagnostic CT capability
- Smallest footprint of all NM 800 Series cameras



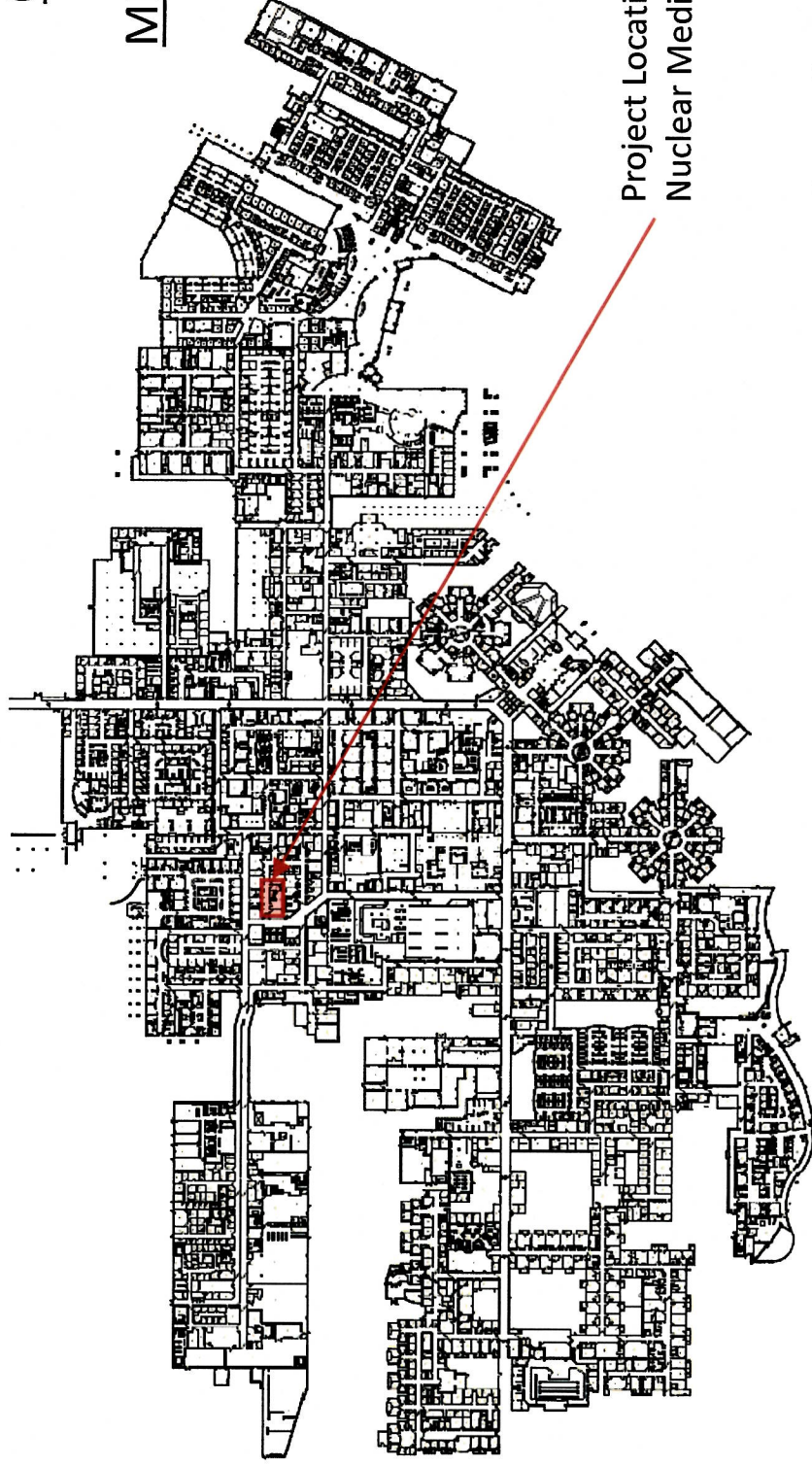
[→ Back to Portfolio](#)



# **Appendix E**

## **Site and Floor Plan**

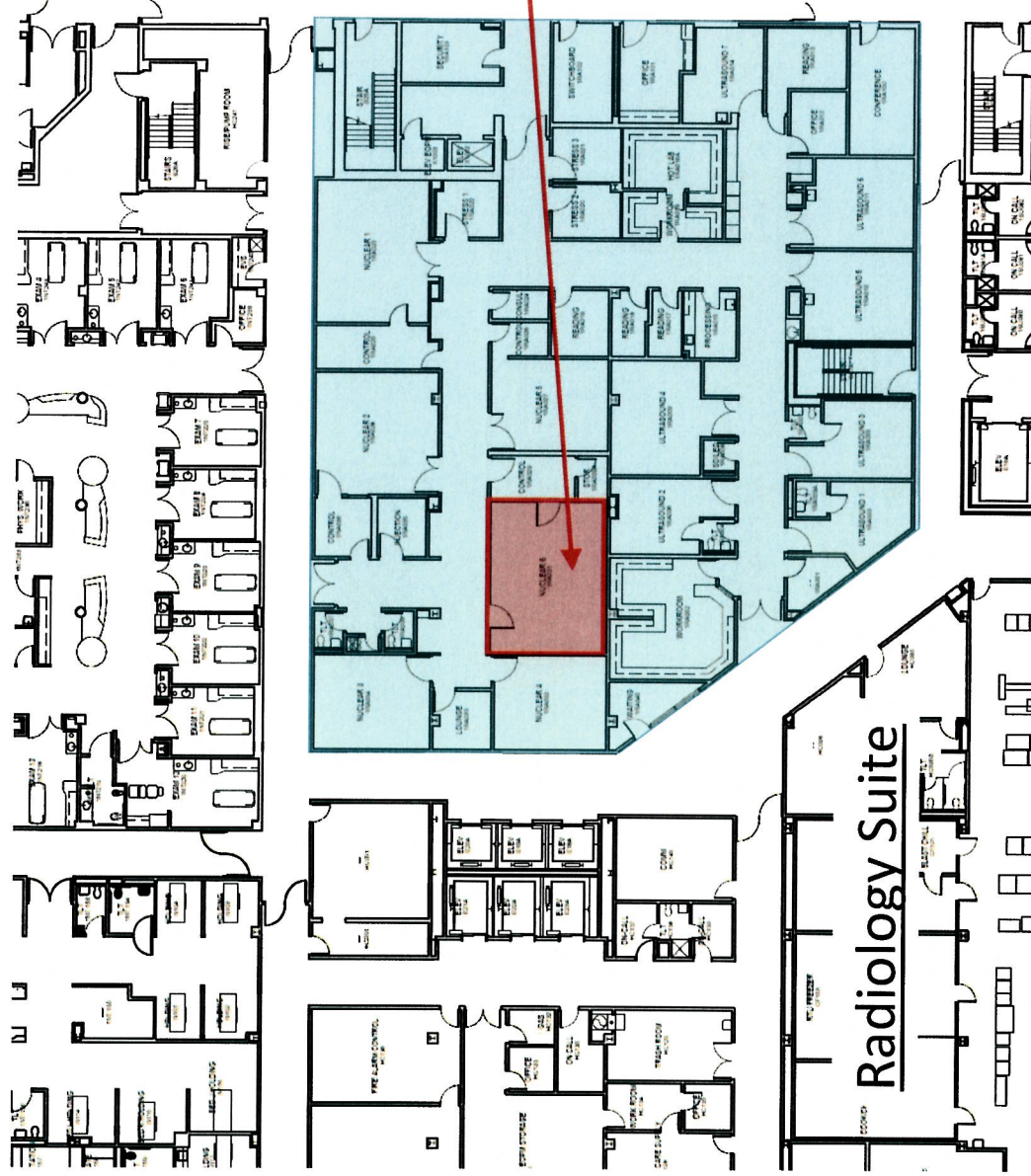
REPLACEMENT  
NUCLEAR MEDICINE  
CAMERA FOR  
ECU HEALTH  
MEDICAL CENTER



Overall Site Plan  
ECU Health Medical Center



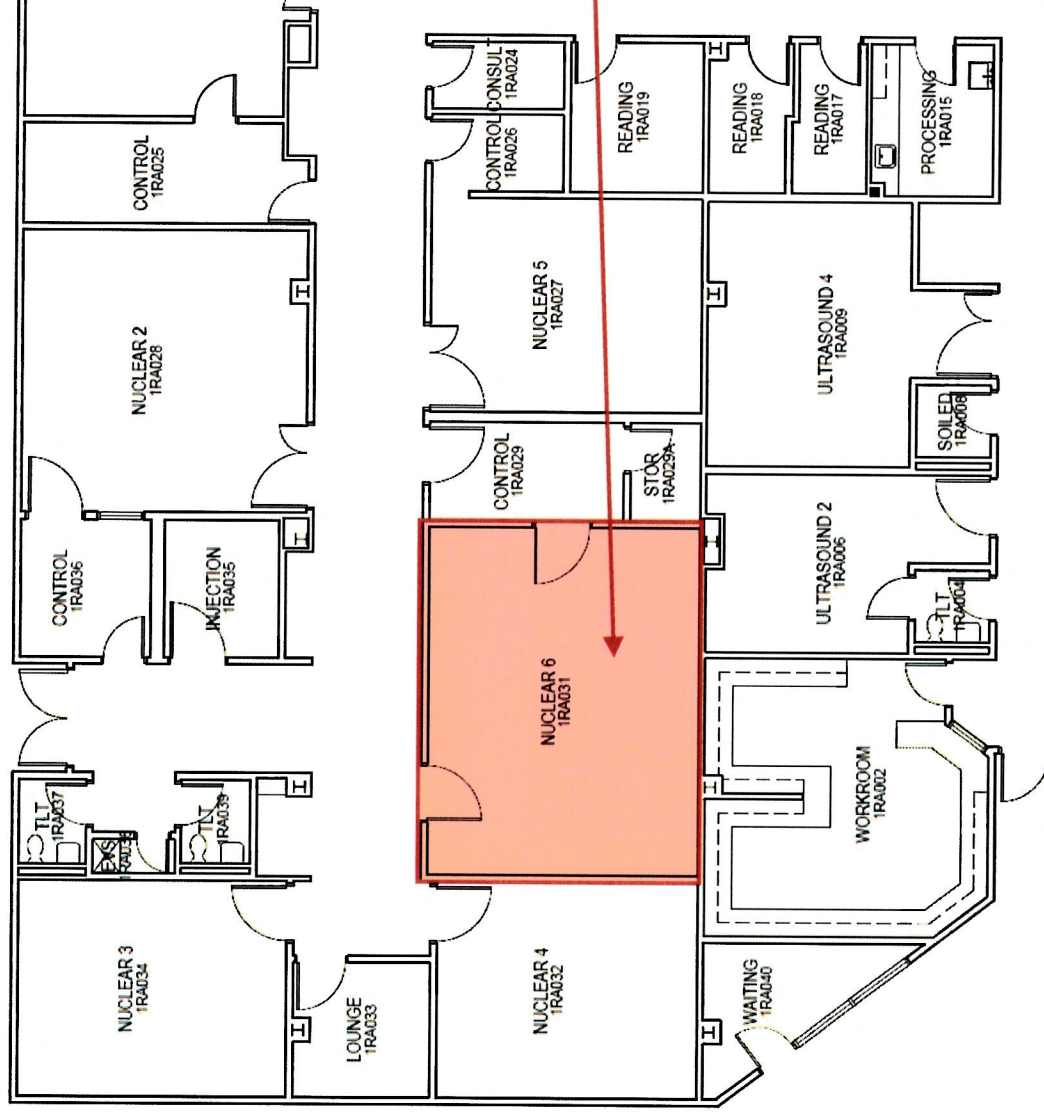
REPLACEMENT  
NUCLEAR MEDICINE  
CAMERA FOR  
ECU HEALTH  
MEDICAL CENTER



Proposed Replacement  
 Nuclear Med Camera Room

Enlarged Plan of Project Location

REPLACEMENT  
NUCLEAR MEDICINE  
CAMERA FOR  
ECU HEALTH  
MEDICAL CENTER



Proposed Replacement  
Nuclear Med Camera Room

Project Floor Plan

**From:** [Lentz, Samuel](#)  
**To:** [Yakaboski, Greg](#)  
**Cc:** [Stancil, Tiffany C](#); [Shovelin, Jeffrey](#)  
**Subject:** [External] ECU Health Medical Center - Nuc. Med. Camera Replacement  
**Date:** Friday, April 4, 2025 9:48:25 AM  
**Attachments:** [ECU Health Med. Ctr. NM Cam. Replacement - Final Submission.pdf](#)

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Good morning, Greg. Please see the attached exemption letter associated with a nuclear medicine camera replacement at ECU Health Medical Center.

Thank you,  
Sam

**Sam Lentz, MHA**  
Senior Planner  
Corporate Planning



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