



North Carolina Department of Health and Human Services  
Division of Health Service Regulation

Pat McCrory  
Governor

Richard O. Brajer  
Secretary DHHS

Drexdal Pratt  
Division Director

September 8, 2015

Denise M. Gunter  
301 Knollwood Street, Suite 530  
Winston-Salem, NC 27103

**Exempt from Review – Replacement Equipment**

**Record #:** 1716  
**Facility Name:** New Hanover Regional Medical Center  
**FID #:** 943372  
**Business Name:** New Hanover Regional Medical Center  
**Business #:** 1308  
**Project Description:** Replace one of four fixed MRI scanners at NHRMC Orthopedic Hospital  
**County:** New Hanover

Dear Ms. Gunter:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of September 1 2015, the above referenced proposal 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, GE 450w GEM 1.5 Tesla MRI Scanner, serial number to be furnished upon installation. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need.

Moreover, you need to contact the Agency's Construction and Acute & Home Care Licensure & Certification Sections to determine if they have any requirements for development of the proposed project.



Healthcare Planning and Certificate of Need Section

[www.ncdhhs.gov](http://www.ncdhhs.gov)

Telephone: 919-855-3873 • Fax: 919-715-4413

Location: Edgerton Building • 809 Ruggles Drive • Raleigh, NC 27603

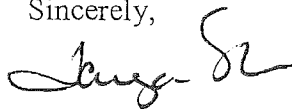
Mailing Address: 2704 Mail Service Center • Raleigh, NC 27699-2704

An Equal Opportunity/ Affirmative Action Employer



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,



Tanya S. Rupp  
Project Analyst



Martha J. Frisone,  
Assistant Chief, Certificate of Need

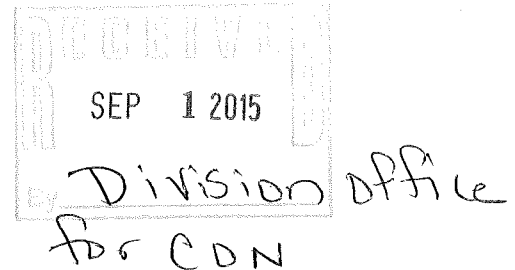
cc: Construction Section, DHSR  
Assistant Chief, Healthcare Planning  
Acute and Home Care Licensure and Certification Section, DHSR

# Nelson Mullins

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Denise M. Gunter  
Tel: 336.774.3322  
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September 1, 2015



## Hand Delivered

Martha J. Frisone, Assistant Chief  
Healthcare Planning and Certificate of Need Section  
North Carolina Department of Health and Human Services  
Division of Health Service Regulation  
809 Ruggles Drive  
Raleigh, North Carolina 27603

Re: FID 943372 Replacement equipment exemption request  
Facility: New Hanover Regional Medical Center Bus id 1308  
HSA: HSA V NR id 1716  
County: New Hanover

Dear Ms. Frisone:

Pursuant to N.C. Gen. Stat. § 131E-184(a)(7), this letter serves as prior written notice to the CON Section of New Hanover Regional Medical Center's ("NHRMC") intent to replace an MRI scanner.

## ***Background***

Located in Wilmington, NHRMC operates two hospital campuses under a single license: the New Hanover campus located at 2131 S. 17<sup>th</sup> Street and the NHRMC Orthopedic Hospital ("Orthopedic Hospital") campus located at 5301 Wrightsville Avenue. According to NHRMC's 2015 Hospital License Renewal Application, NHRMC has four fixed MRI scanners (two at the New Hanover campus, one at the Orthopedic Hospital campus and one at the Medical Mall, which is an outpatient location). See Exhibit A, Section 10.a, page 16. This

is consistent with Table 9P of the 2015 SMFP, and Table 9P of the proposed 2016 SMFP. ✓  
*See Exhibits B and C.*

Until late 2014, NHRMC used a GE 1.5T MRI scanner at the Orthopedic Hospital (the "Original Scanner"). The Original Scanner was 16 years old and at the end of its useful life. The Original Scanner used liquid helium to enable the superconducting capabilities of the electromagnetic coils. The Original Scanner was consuming helium rapidly, to the point where it was consuming more helium than could be purchased. Helium is an expensive and increasingly rare product. There is currently a worldwide liquid helium shortage, making it extremely difficult to procure more liquid helium. Attached is a July 23, 2015 article from Spectroscopynow.com describing the shortage. *See Exhibit D.* NHRMC's only source of liquid helium continually cancelled NHRMC's contract, citing *force majeure* (i.e., circumstances beyond the vendor's control) due to the helium shortage.

It is a safety concern when a scanner is low on helium and more helium cannot be procured. This can lead to magnet "quench," an unintentional shut-down of a magnet, involving the rapid boiling of liquid helium from the device. In a "quench," the helium escapes very rapidly from the cryogen bath. While the escaping gas is directed outside the building through "quench" pipes, "quench" is nevertheless a potentially dangerous situation because if the helium does escape into the MRI room, it can displace oxygen from the room. Patients and staff would need to be evacuated from the scanner room if a "quench" occurs. NHRMC considered replacing the coldhead (this helps keep the MRI cool) on the Original Scanner to address the rapid helium consumption issue, but determined that it would have cost at least \$100,000 to replace the coldhead in the Original Scanner with a new noise reducing head. Further, replacing the coldhead would require the Original Scanner to be ramped down and the purchase of more liquid helium. All told, NHRMC estimated that an attempted repair of the Original Scanner would cost at least \$145,000. Even with a new noise reducing head, there was no way to know if the Original Scanner would start up again, or if it did restart, whether it would perform in a safe and efficient manner.

Given the age of the machine, the difficulties obtaining more helium, the potential safety concerns, and the uncertain prospects for repair, NHRMC determined that its only viable option was to replace the machine. For safety reasons, NHRMC shut the machine down and removed it from service in February 2015. The magnet was scrapped and the rest of the unit was harvested for parts.

Given its focus on orthopedics, an MRI scanner is essential to the Orthopedic Hospital's ability to serve its patients. NHRMC has obtained a quote (Exhibit E) for a new MRI scanner (the "Replacement Scanner") at the Orthopedic Hospital.<sup>1</sup> The total capital cost

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<sup>1</sup> Page 24 of the quote shows two optional items (Optima ES silent and injector) available for purchase at an additional price, but NHRMC is not purchasing either optional item.

of the Replacement Scanner, including all costs essential to acquiring and making the Replacement Scanner operational, is \$1,902,446. See Exhibit F.<sup>2</sup> The equipment comparison form is attached as Exhibit G, showing that the Original Scanner and the Replacement Scanner are comparable machines.

### *Analysis*

N.C. Gen. Stat. § 131E-184(a)(7) exempts replacement equipment from CON review, if the CON Section receives prior written notice. N.C. Gen. Stat. § 131E-176(22a) defines "replacement equipment" as follows:

'Replacement equipment' means equipment that costs less than two million dollars (\$2,000,000) and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced. In determining whether the replacement equipment costs less than two million dollars (\$2,000,000), the costs of equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making operational the replacement equipment shall be included. The capital expenditure for the equipment shall be deemed to be the fair market value of the equipment or the cost of the equipment, whichever is greater.

N.C. Gen. Stat. § 131E-176(22a).

By enacting this provision, the General Assembly recognized that under certain circumstances, it would not further the overall purposes of the CON Law (cost control, access and quality) to require a provider to incur the time and expense to prepare a CON application and wait up to five months for a decision. Nor should the State be required to expend its limited resources reviewing a CON application when the need for the equipment has already been established. By streamlining the regulatory process, the replacement equipment exemption furthers the overall purposes of the CON Law by implicitly encouraging providers to replace equipment that has become outdated, inefficient and suboptimal for patient care. Access to services (which have already been determined to be need) is enhanced because a replacement equipment exemption is typically obtained more quickly than a decision on a CON application. Further, replacement equipment does not create any issues with the inventory of regulated equipment in the SMFP because replacement does not increase the inventory of

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<sup>2</sup> There was no cost to NHRMC associated with removing the Original Scanner. As noted above, the magnet in the Original Scanner was scrapped and the rest of the machine was harvested for parts.

regulated equipment. Rather, it is a one-for-one exchange of existing equipment with replacement equipment.

While the replacement equipment definition uses the phrase "currently in use," it is not reasonable to suggest that the General Assembly intended to require providers in NHRMC's situation to file CON applications to replace equipment that simply cannot or should not be used any longer, when the cost to replace the equipment is below the statutory threshold. It would not have been prudent or in the best interest of patient safety for NHRMC to try to continue to use the Original Scanner or to take a very expensive chance on repairing a 16-year old machine that might never start up again. The "currently in use" language is clearly intended to avoid situations where a provider's replacement of equipment would increase the inventory of regulated equipment, or where a provider is seeking to offer a new institutional health service it does not already offer. Neither circumstance applies here. Upon approval of this request, NHRMC's inventory of MRI scanners will remain at four. NHRMC already offers MRI services so it is not proposing to offer a new institutional health service it does not already offer. NHRMC disposed of the machine in February 2015, which is in the recent past. This is not a situation in which NHRMC disposed of a machine years ago, and now seeks to replace it. Further, NHRMC has fulfilled the prior written notice requirement of N.C. Gen. Stat. § 131E-184(a).

The Court of Appeals has recognized that by enacting the CON Law,

. . . the legislature clearly did not intend to impose unreasonable limitations on maintaining, N.C. Gen. Stat. § 131E-184(a)(7) (1994) (CON not required for replacement parts), *or* expanding, N.C. Gen. Stat. § 131E-176(16)b (1994) (CON not required for expansion of present health service costing less than \$2,000,000), presently offered health services. See also N.C. Gen. Stat. § 131E-176(14f) (1994) (CON not required for purchase of unit or system to provide new health service which costs less than \$750,000).

*Cape Fear Memorial Hosp., Inc. v. N.C. Dep't of Human Resources*, 121 N.C. App. 492, 494, 466 S.E.2d 299, 301 (1996). That is the case here. NHRMC proposes to spend less than the statutory threshold of \$2 million to maintain a presently offered health service.

As documented in Exhibit F, all costs essential to acquiring and making the Replacement Scanner operational are less than \$2 million. The Replacement Scanner is comparable to the Original Scanner because:

- (1) it has the same technology as the Original Scanner, although it may possess expanded capabilities due to technological improvements; and

Martha J. Frisone  
September 1, 2015  
Page 5

- (2) it is functionally similar and is used for the same diagnostic and treatment purposes as the Original Scanner and is not used to provide a new health service; and
- (3) the acquisition of the Replacement Scanner does not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

10A NCAC 14C .0303(d)(1)-(3). *See also* Exhibit G. None of the exclusions contained in 10A NCAC 14C .0303(e) applies here.

### ***Conclusion***

For the reasons stated above, NHRMC respectfully requests that the CON Section confirm in writing that NHRMC may proceed to replace the Original Scanner with the Replacement Scanner without CON review. We would appreciate receiving your written confirmation at your earliest opportunity.

Thank you for your time and consideration.

Sincerely,

*Denise M. Gunter*

Denise M. Gunter



Enclosures

Exhibit A

FEB 18 2015

North Carolina Department of Health and Human Services  
Division of Health Service Regulation  
Acute and Home Care Licensure and Certification Section  
1205 Umstead Drive, 2712 Mail Service Center  
Raleigh, North Carolina 27699-2712  
Telephone: (919) 855-4620 Fax: (919) 715-3073

For Official Use Only  
License # H0221 Medicare # 340141  
FID #: 943372  
PC \_\_\_\_\_ Date \_\_\_\_\_  
License Fee: \$14,407.50

2015  
HOSPITAL LICENSE  
RENEWAL APPLICATION

Legal Identity of Applicant: New Hanover Regional Medical Center  
(Full legal name of corporation, partnership, individual, or other legal entity owning the enterprise or service.)


Doing Business As  
(d/b/a) name(s) under which the facility or services are advertised or presented to the public:

PRIMARY: New Hanover Regional Medical Center  
Other: Cape Fear Hosp. NHRMC Orthopedic Hospital  
Other: NHRMC Behavioral Health Hospital  
NHRMC Rehabilitation Hospital

Facility Mailing Address: 2131 S. 17th Street  
NHRMC-Business Analysis & Planning  
Wilmington, NC 28401

Facility Site Address: 2131 S. 17th St  
Wilmington, NC 28401

County: New Hanover  
Telephone: ~~(910)343-7040~~ (910)667-7040  
Fax: ~~(910)815-5819~~ (910)667-5819

PAID  
CK NO. 780094  
DATE 2-13-15   
\$14,407.50

Administrator/Director: Jack Barto  
Title: President & CEO  
(Designated agent (individual) responsible to the governing body (owner) for the management of the licensed facility)

Chief Executive Officer: Jack Barto Title: President & CEO  
(Designated agent (individual) responsible to the governing body (owner) for the management of the licensed facility)

Name of the person to contact for any questions regarding this form:

Name: Kristy Hubbard Telephone: (910)667-5908

E-Mail: kristy.hubbard@nhmmc.org

  
CIV  
PUC  
2/16/2015



All responses should pertain to October 1, 2013 through September 30, 2014.

**10a. Magnetic Resonance Imaging (MRI) 17<sup>th</sup> Street**

Indicate the number of MRI scanners (units) and the number of procedures performed during the 12-month reporting period at your facility. For hospitals that operate medical equipment at multiple sites/campuses, please copy the MRI pages and provide separate data for each site/campus. Campus – *if multiple sites*:

| Number of fixed MRI scanners-closed (do not include any Policy AC-3 scanners)                                                                                                                                                                                                                                                                          | # Units | Inpatient Procedures*     |                              |                 | Outpatient Procedures*    |                              |                  | TOTAL Procedures |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------------|------------------------------|-----------------|---------------------------|------------------------------|------------------|------------------|
|                                                                                                                                                                                                                                                                                                                                                        |         | With Contrast or Sedation | Without Contrast or Sedation | TOTAL Inpatient | With Contrast or Sedation | Without Contrast or Sedation | TOTAL Outpatient |                  |
| # of fixed MRI scanners-open (do not include any Policy AC-3 scanners)                                                                                                                                                                                                                                                                                 | 1       |                           |                              |                 |                           |                              |                  |                  |
| Number of Policy AC-3 MRI scanners used for general clinical purposes                                                                                                                                                                                                                                                                                  | 0       |                           |                              |                 |                           |                              |                  |                  |
| Total Fixed MRI Scanners/Procedures                                                                                                                                                                                                                                                                                                                    | 2       | 2,383                     | 1,685                        | 4,068           | 2,157                     | 2,891                        | 5,048            | 9,116            |
| Procedures performed on mobile MRI scanners only at this site                                                                                                                                                                                                                                                                                          |         |                           |                              |                 |                           |                              |                  |                  |
| Name(s) of Mobile MRI Provider(s):                                                                                                                                                                                                                                                                                                                     |         |                           |                              |                 |                           |                              |                  |                  |
| The total number of procedures performed on the MRI scanners listed above should be equal to or more than the total number of patients reported on the MRI Patient Origin Table on page 33 of this application. Patients served on units listed in the next row should not be included in the MRI Patient Origin Table on page 33 of this application. |         |                           |                              |                 |                           |                              |                  |                  |
| Other Human Research MRI scanners                                                                                                                                                                                                                                                                                                                      |         |                           |                              |                 |                           |                              |                  |                  |

\* An MRI procedure is defined as a single discrete MRI study of one patient (single CPT coded procedure). An MRI study means one or more scans relative to a single diagnosis or symptom.

**10b. MRI Procedures by CPT Codes**

| CPT Code               | CPT Description                   | Number of Procedures |
|------------------------|-----------------------------------|----------------------|
| 70336                  | MRI Temporomandibular Joint(s)    |                      |
| 70540                  | MRI Orbit/Face/Neck w/o           |                      |
| 70542                  | MRI Orbit/Face/Neck with contrast |                      |
| 70543                  | MRI Orbit/Face/Neck w/o & with    |                      |
| 70544                  | MRA Head w/o                      |                      |
| 70545                  | MRA Head with contrast            |                      |
| 70546                  | MRA Head w/o & with               |                      |
| 70547                  | MRA Neck w/o                      |                      |
| 70548                  | MRA Neck with contrast            |                      |
| 70549                  | MRA Neck w/o & with               |                      |
| 70551                  | MRI Brain w/o                     |                      |
| 70552                  | MRI Brain with contrast           |                      |
| Subtotal for this page |                                   |                      |

All responses should pertain to October 1, 2013 through September 30, 2014.

**10a. Magnetic Resonance Imaging (MRI) NHRMC Orthopedic Hospital**

Indicate the number of MRI scanners (units) and the number of procedures performed during the 12-month reporting period at your facility. For hospitals that operate medical equipment at multiple sites/campuses, please copy the MRI pages and provide separate data for each site/campus. Campus – if multiple sites:

|                                                                                                                                                                                                                                                                                                                                                        |         |                           |                              |                 |                           |                              |                  |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------------|------------------------------|-----------------|---------------------------|------------------------------|------------------|------------------|
| Number of fixed MRI scanners-closed (do not include any Policy AC-3 scanners)                                                                                                                                                                                                                                                                          | # Units | Inpatient Procedures*     |                              |                 | Outpatient Procedures*    |                              |                  | TOTAL Procedures |
| # of fixed MRI scanners-open (do not include any Policy AC-3 scanners)                                                                                                                                                                                                                                                                                 | 1       | With Contrast or Sedation | Without Contrast or Sedation | TOTAL Inpatient | With Contrast or Sedation | Without Contrast or Sedation | TOTAL Outpatient |                  |
| Number of Policy AC-3 MRI scanners used for general clinical purposes                                                                                                                                                                                                                                                                                  | 0       |                           |                              |                 |                           |                              |                  |                  |
| Total Fixed MRI Scanners/Procedures                                                                                                                                                                                                                                                                                                                    | 1       | 48                        | 68                           | 116             | 1,082                     | 935                          | 2,017            | 2,133            |
| Procedures performed on mobile MRI scanners only at this site                                                                                                                                                                                                                                                                                          |         |                           |                              |                 |                           |                              |                  |                  |
| Name(s) of Mobile MRI Provider(s): #Scans until shut down 2-15. ◀                                                                                                                                                                                                                                                                                      |         |                           |                              |                 |                           |                              |                  |                  |
| The total number of procedures performed on the MRI scanners listed above should be equal to or more than the total number of patients reported on the MRI Patient Origin Table on page 33 of this application. Patients served on units listed in the next row should not be included in the MRI Patient Origin Table on page 33 of this application. |         |                           |                              |                 |                           |                              |                  |                  |
| Other Human Research MRI scanners                                                                                                                                                                                                                                                                                                                      |         |                           |                              |                 |                           |                              |                  |                  |

\* An MRI procedure is defined as a single discrete MRI study of one patient (single CPT coded procedure). An MRI study means one or more scans relative to a single diagnosis or symptom.

**10b. MRI Procedures by CPT Codes**

| CPT Code               | CPT Description                   | Number of Procedures |
|------------------------|-----------------------------------|----------------------|
| 70336                  | MRI Temporomandibular Joint(s)    |                      |
| 70540                  | MRI Orbit/Face/Neck w/o           |                      |
| 70542                  | MRI Orbit/Face/Neck with contrast |                      |
| 70543                  | MRI Orbit/Face/Neck w/o & with    |                      |
| 70544                  | MRA Head w/o                      |                      |
| 70545                  | MRA Head with contrast            |                      |
| 70546                  | MRA Head w/o & with               |                      |
| 70547                  | MRA Neck w/o                      |                      |
| 70548                  | MRA Neck with contrast            |                      |
| 70549                  | MRA Neck w/o & with               |                      |
| 70551                  | MRI Brain w/o                     |                      |
| 70552                  | MRI Brain with contrast           |                      |
| Subtotal for this page |                                   |                      |

All responses should pertain to October 1, 2013 through September 30, 2014.

**10a. Magnetic Resonance Imaging (MRI)** *Medical Mall*

Indicate the number of MRI scanners (units) and the number of procedures performed during the 12-month reporting period at your facility. For hospitals that operate medical equipment at multiple sites/campuses, please copy the MRI pages and provide separate data for each site/campus. Campus – *if multiple sites*:

|                                                                                                                                                                                                                                                                                                                                                        |         |                           |                              |                 |                           |                              |                  |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------------|------------------------------|-----------------|---------------------------|------------------------------|------------------|------------------|
| Number of fixed MRI scanners-closed (do not include any Policy AC-3 scanners)                                                                                                                                                                                                                                                                          | # Units | Inpatient Procedures*     |                              |                 | Outpatient Procedures*    |                              |                  | TOTAL Procedures |
| # of fixed MRI scanners-open (do not include any Policy AC-3 scanners)                                                                                                                                                                                                                                                                                 | 1       |                           |                              |                 |                           |                              |                  |                  |
| Number of Policy AC-3 MRI scanners used for general clinical purposes                                                                                                                                                                                                                                                                                  | 0       | With Contrast or Sedation | Without Contrast or Sedation | TOTAL Inpatient | With Contrast or Sedation | Without Contrast or Sedation | TOTAL Outpatient |                  |
| Total Fixed MRI Scanners/Procedures                                                                                                                                                                                                                                                                                                                    | 1       | 9                         | 6                            | 15              | 997                       | 810                          | 1,807            | 1,822            |
| Procedures performed on mobile MRI scanners only at this site                                                                                                                                                                                                                                                                                          |         |                           |                              |                 |                           |                              |                  |                  |
| Name(s) of Mobile MRI Provider(s):                                                                                                                                                                                                                                                                                                                     |         |                           |                              |                 |                           |                              |                  |                  |
| The total number of procedures performed on the MRI scanners listed above should be equal to or more than the total number of patients reported on the MRI Patient Origin Table on page 33 of this application. Patients served on units listed in the next row should not be included in the MRI Patient Origin Table on page 33 of this application. |         |                           |                              |                 |                           |                              |                  |                  |
| Other Human Research MRI scanners                                                                                                                                                                                                                                                                                                                      |         |                           |                              |                 |                           |                              |                  |                  |

\* An MRI procedure is defined as a single discrete MRI study of one patient (single CPT coded procedure). An MRI study means one or more scans relative to a single diagnosis or symptom.

**10b. MRI Procedures by CPT Codes**

| CPT Code                      | CPT Description                   | Number of Procedures |
|-------------------------------|-----------------------------------|----------------------|
| 70336                         | MRI Temporomandibular Joint(s)    |                      |
| 70540                         | MRI Orbit/Face/Neck w/o           |                      |
| 70542                         | MRI Orbit/Face/Neck with contrast |                      |
| 70543                         | MRI Orbit/Face/Neck w/o & with    |                      |
| 70544                         | MRA Head w/o                      |                      |
| 70545                         | MRA Head with contrast            |                      |
| 70546                         | MRA Head w/o & with               |                      |
| 70547                         | MRA Neck w/o                      |                      |
| 70548                         | MRA Neck with contrast            |                      |
| 70549                         | MRA Neck w/o & with               |                      |
| 70551                         | MRI Brain w/o                     |                      |
| 70552                         | MRI Brain with contrast           |                      |
| <b>Subtotal for this page</b> |                                   |                      |

All responses should pertain to October 1, 2013 through September 30, 2014.

**10a. Magnetic Resonance Imaging (MRI) Brunswick Forest**

Indicate the number of MRI scanners (units) and the number of procedures performed during the 12-month reporting period at your facility. For hospitals that operate medical equipment at multiple sites/campuses, please copy the MRI pages and provide separate data for each site/campus. Campus – *if multiple sites*:

|                                                                                                                                                                                                                                                                                                                                                        |              |                           |                              |                 |                           |                              |                  |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------------------|------------------------------|-----------------|---------------------------|------------------------------|------------------|------------------|
| Number of fixed MRI scanners-closed ( <i>do not include any Policy AC-3 scanners</i> )                                                                                                                                                                                                                                                                 | # Units<br>0 | Inpatient Procedures*     |                              |                 | Outpatient Procedures*    |                              |                  |                  |
| # of fixed MRI scanners-open ( <i>do not include any Policy AC-3 scanners</i> )                                                                                                                                                                                                                                                                        | 0            |                           |                              |                 |                           |                              |                  |                  |
| Number of Policy AC-3 MRI scanners used for general clinical purposes                                                                                                                                                                                                                                                                                  | 0            | With Contrast or Sedation | Without Contrast or Sedation | TOTAL Inpatient | With Contrast or Sedation | Without Contrast or Sedation | TOTAL Outpatient | TOTAL Procedures |
| Total Fixed MRI Scanners/Procedures                                                                                                                                                                                                                                                                                                                    | 0            |                           |                              |                 |                           |                              |                  |                  |
| Procedures performed on mobile MRI scanners <b>only at this site</b>                                                                                                                                                                                                                                                                                   |              |                           |                              |                 | 242                       | 417                          | 659              | 659              |
| Name(s) of Mobile MRI Provider(s): Alliance Imaging                                                                                                                                                                                                                                                                                                    |              |                           |                              |                 |                           |                              |                  |                  |
| The total number of procedures performed on the MRI scanners listed above should be equal to or more than the total number of patients reported on the MRI Patient Origin Table on page 33 of this application. Patients served on units listed in the next row should not be included in the MRI Patient Origin Table on page 33 of this application. |              |                           |                              |                 |                           |                              |                  |                  |
| Other Human Research MRI scanners                                                                                                                                                                                                                                                                                                                      |              |                           |                              |                 |                           |                              |                  |                  |

\* An MRI procedure is defined as a single discrete MRI study of one patient (single CPT coded procedure). An MRI study means one or more scans relative to a single diagnosis or symptom.

**10b. MRI Procedures by CPT Codes**

| CPT Code               | CPT Description                   | Number of Procedures |
|------------------------|-----------------------------------|----------------------|
| 70336                  | MRI Temporomandibular Joint(s)    |                      |
| 70540                  | MRI Orbit/Face/Neck w/o           |                      |
| 70542                  | MRI Orbit/Face/Neck with contrast |                      |
| 70543                  | MRI Orbit/Face/Neck w/o & with    |                      |
| 70544                  | MRA Head w/o                      |                      |
| 70545                  | MRA Head with contrast            |                      |
| 70546                  | MRA Head w/o & with               |                      |
| 70547                  | MRA Neck w/o                      |                      |
| 70548                  | MRA Neck with contrast            |                      |
| 70549                  | MRA Neck w/o & with               |                      |
| 70551                  | MRI Brain w/o                     |                      |
| 70552                  | MRI Brain with contrast           |                      |
| Subtotal for this page |                                   |                      |

All responses should pertain to October 1, 2013 through September 30, 2014.

**10a. Magnetic Resonance Imaging (MRI)** *H&D Military Cutoff*

Indicate the number of MRI scanners (units) and the number of procedures performed during the 12-month reporting period at your facility. For hospitals that operate medical equipment at multiple sites/campuses, please copy the MRI pages and provide separate data for each site/campus. Campus – *if multiple sites*:

|                                                                                                                                                                                                                                                                                                                                                        |              |                           |                              |                 |                           |                              |                  |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------------------|------------------------------|-----------------|---------------------------|------------------------------|------------------|------------------|
| Number of fixed MRI scanners-closed ( <i>do not include any Policy AC-3 scanners</i> )                                                                                                                                                                                                                                                                 | # Units<br>0 | Inpatient Procedures*     |                              |                 | Outpatient Procedures*    |                              |                  | TOTAL Procedures |
| # of fixed MRI scanners-open ( <i>do not include any Policy AC-3 scanners</i> )                                                                                                                                                                                                                                                                        | 0            | With Contrast or Sedation | Without Contrast or Sedation | TOTAL Inpatient | With Contrast or Sedation | Without Contrast or Sedation | TOTAL Outpatient |                  |
| Number of Policy AC-3 MRI scanners used for general clinical purposes                                                                                                                                                                                                                                                                                  | 0            |                           |                              |                 |                           |                              |                  |                  |
| Total Fixed MRI Scanners/Procedures                                                                                                                                                                                                                                                                                                                    | 0            |                           |                              |                 |                           |                              |                  |                  |
| Procedures performed on mobile MRI scanners <b>only at this site</b>                                                                                                                                                                                                                                                                                   |              |                           |                              |                 | 141                       | 202                          | 343              | 343              |
| Name(s) of Mobile MRI Provider(s):                                                                                                                                                                                                                                                                                                                     |              | <i>Alliance Imaging</i>   |                              |                 |                           |                              |                  |                  |
| The total number of procedures performed on the MRI scanners listed above should be equal to or more than the total number of patients reported on the MRI Patient Origin Table on page 33 of this application. Patients served on units listed in the next row should not be included in the MRI Patient Origin Table on page 33 of this application. |              |                           |                              |                 |                           |                              |                  |                  |
| Other Human Research MRI scanners                                                                                                                                                                                                                                                                                                                      |              |                           |                              |                 |                           |                              |                  |                  |

\* An MRI procedure is defined as a single discrete MRI study of one patient (single CPT coded procedure). An MRI study means one or more scans relative to a single diagnosis or symptom.

**10b. MRI Procedures by CPT Codes**

| CPT Code               | CPT Description                   | Number of Procedures |
|------------------------|-----------------------------------|----------------------|
| 70336                  | MRI Temporomandibular Joint(s)    |                      |
| 70540                  | MRI Orbit/Face/Neck w/o           |                      |
| 70542                  | MRI Orbit/Face/Neck with contrast |                      |
| 70543                  | MRI Orbit/Face/Neck w/o & with    |                      |
| 70544                  | MRA Head w/o                      |                      |
| 70545                  | MRA Head with contrast            |                      |
| 70546                  | MRA Head w/o & with               |                      |
| 70547                  | MRA Neck w/o                      |                      |
| 70548                  | MRA Neck with contrast            |                      |
| 70549                  | MRA Neck w/o & with               |                      |
| 70551                  | MRI Brain w/o                     |                      |
| 70552                  | MRI Brain with contrast           |                      |
| Subtotal for this page |                                   |                      |

All responses should pertain to October 1, 2013 through September 30, 2014.

**10a. Magnetic Resonance Imaging (MRI)** *Porters Neck*

Indicate the number of MRI scanners (units) and the number of procedures performed during the 12-month reporting period at your facility. For hospitals that operate medical equipment at multiple sites/campuses, please copy the MRI pages and provide separate data for each site/campus. Campus – *if multiple sites:*

|                                                                                                                                                                                                                                                                                                                                                        |         |                           |                              |                 |                           |                              |                  |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------------|------------------------------|-----------------|---------------------------|------------------------------|------------------|------------------|
| Number of fixed MRI scanners-closed ( <i>do not include any Policy AC-3 scanners</i> )                                                                                                                                                                                                                                                                 | # Units | Inpatient Procedures*     |                              |                 | Outpatient Procedures*    |                              |                  |                  |
|                                                                                                                                                                                                                                                                                                                                                        | 0       |                           |                              |                 |                           |                              |                  |                  |
| # of fixed MRI scanners-open ( <i>do not include any Policy AC-3 scanners</i> )                                                                                                                                                                                                                                                                        | 0       |                           |                              |                 |                           |                              |                  |                  |
| Number of Policy AC-3 MRI scanners used for general clinical purposes                                                                                                                                                                                                                                                                                  | 0       | With Contrast or Sedation | Without Contrast or Sedation | TOTAL Inpatient | With Contrast or Sedation | Without Contrast or Sedation | TOTAL Outpatient | TOTAL Procedures |
| Total Fixed MRI Scanners/Procedures                                                                                                                                                                                                                                                                                                                    | 0       |                           |                              |                 |                           |                              |                  |                  |
| Procedures performed on mobile MRI scanners <b>only at this site</b>                                                                                                                                                                                                                                                                                   |         |                           |                              |                 | 164                       | 337                          | 501              | 501              |
| Name(s) of Mobile MRI Provider(s):                                                                                                                                                                                                                                                                                                                     |         | <i>Alliance Imaging</i>   |                              |                 |                           |                              |                  |                  |
| The total number of procedures performed on the MRI scanners listed above should be equal to or more than the total number of patients reported on the MRI Patient Origin Table on page 33 of this application. Patients served on units listed in the next row should not be included in the MRI Patient Origin Table on page 33 of this application. |         |                           |                              |                 |                           |                              |                  |                  |
| Other Human Research MRI scanners                                                                                                                                                                                                                                                                                                                      |         |                           |                              |                 |                           |                              |                  |                  |

\* An MRI procedure is defined as a single discrete MRI study of one patient (single CPT coded procedure). An MRI study means one or more scans relative to a single diagnosis or symptom.

**10b. MRI Procedures by CPT Codes**

| CPT Code | CPT Description                   | Number of Procedures |
|----------|-----------------------------------|----------------------|
| 70336    | MRI Temporomandibular Joint(s)    |                      |
| 70540    | MRI Orbit/Face/Neck w/o           |                      |
| 70542    | MRI Orbit/Face/Neck with contrast |                      |
| 70543    | MRI Orbit/Face/Neck w/o & with    |                      |
| 70544    | MRA Head w/o                      |                      |
| 70545    | MRA Head with contrast            |                      |
| 70546    | MRA Head w/o & with               |                      |
| 70547    | MRA Neck w/o                      |                      |
| 70548    | MRA Neck with contrast            |                      |
| 70549    | MRA Neck w/o & with               |                      |
| 70551    | MRI Brain w/o                     |                      |
| 70552    | MRI Brain with contrast           |                      |
|          | Subtotal for this page            |                      |

All responses should pertain to October 1, 2013 through September 30, 2014.

**10a. Magnetic Resonance Imaging (MRI) All Sites Combined**

Indicate the number of MRI scanners (units) and the number of procedures performed during the 12-month reporting period at your facility. For hospitals that operate medical equipment at multiple sites/campuses, please copy the MRI pages and provide separate data for each site/campus. Campus – if multiple sites:

|                                                                                                                                                                                                                                                                                                                                                        |         |                           |                              |                 |                           |                              |                  |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------------|------------------------------|-----------------|---------------------------|------------------------------|------------------|------------------|
| Number of fixed MRI scanners-closed (do not include any Policy AC-3 scanners)                                                                                                                                                                                                                                                                          | # Units | Inpatient Procedures*     |                              |                 | Outpatient Procedures*    |                              |                  | TOTAL Procedures |
| # of fixed MRI scanners-open (do not include any Policy AC-3 scanners)                                                                                                                                                                                                                                                                                 | 3       | With Contrast or Sedation | Without Contrast or Sedation | TOTAL Inpatient | With Contrast or Sedation | Without Contrast or Sedation | TOTAL Outpatient |                  |
| Number of Policy AC-3 MRI scanners used for general clinical purposes                                                                                                                                                                                                                                                                                  | 1       |                           |                              |                 |                           |                              |                  |                  |
| Total Fixed MRI Scanners/Procedures                                                                                                                                                                                                                                                                                                                    | 6       | 2,440                     | 1,759                        | 4,198           | 4,236                     | 4,636                        | 8,872            | 13,071           |
| Procedures performed on mobile MRI scanners only at this site                                                                                                                                                                                                                                                                                          | 4       |                           |                              |                 | 547                       | 956                          | 1,503            | 1,503            |
| Name(s) of Mobile MRI Provider(s): Alliance Imaging                                                                                                                                                                                                                                                                                                    |         |                           |                              |                 |                           |                              |                  |                  |
| The total number of procedures performed on the MRI scanners listed above should be equal to or more than the total number of patients reported on the MRI Patient Origin Table on page 33 of this application. Patients served on units listed in the next row should not be included in the MRI Patient Origin Table on page 33 of this application. |         |                           |                              |                 |                           |                              |                  |                  |
| Other Human Research MRI scanners                                                                                                                                                                                                                                                                                                                      |         |                           |                              |                 |                           |                              |                  |                  |

\* An MRI procedure is defined as a single discrete MRI study of one patient (single CPT coded procedure). An MRI study means one or more scans relative to a single diagnosis or symptom.

**10b. MRI Procedures by CPT Codes**

| CPT Code               | CPT Description                   | Number of Procedures |
|------------------------|-----------------------------------|----------------------|
| 70336                  | MRI Temporomandibular Joint(s)    | 7                    |
| 70540                  | MRI Orbit/Face/Neck w/o           | 12                   |
| 70542                  | MRI Orbit/Face/Neck with contrast | 1                    |
| 70543                  | MRI Orbit/Face/Neck w/o & with    | 809                  |
| 70544                  | MRA Head w/o                      | 471                  |
| 70545                  | MRA Head with contrast            |                      |
| 70546                  | MRA Head w/o & with               | 1                    |
| 70547                  | MRA Neck w/o                      | 37                   |
| 70548                  | MRA Neck with contrast            | 1                    |
| 70549                  | MRA Neck w/o & with               | 251                  |
| 70551                  | MRI Brain w/o                     | 110                  |
| 70552                  | MRI Brain with contrast           | 56                   |
| Subtotal for this page |                                   | 2156                 |

All responses should pertain to October 1, 2013 through September 30, 2014.

10b. MRI Procedures by CPT Codes *continued* . . . .

| CPT Code | CPT Description                               | Number of Procedures |
|----------|-----------------------------------------------|----------------------|
| 70553    | MRI Brain w/o & with                          | 3251                 |
| 7055A    | IAC Screening                                 |                      |
| 71550    | MRI Chest w/o                                 | 10                   |
| 71551    | MRI Chest with contrast                       |                      |
| 71552    | MRI Chest w/o & with                          | 26                   |
| 71555    | MRA Chest with OR without contrast            | 13                   |
| 72126    | Cervical Spine Infusion only                  |                      |
| 72141    | MRI Cervical Spine w/o                        | 1095                 |
| 72142    | MRI Cervical Spine with contrast              | 12                   |
| 72156    | MRI Cervical Spine w/o & with                 | 406                  |
| 72146    | MRI Thoracic Spine w/o                        | 366                  |
| 72147    | MRI Thoracic Spine with contrast              | 11                   |
| 72157    | MRI Thoracic Spine w/o & with                 | 298                  |
| 72148    | MRI Lumbar Spine w/o                          | 2098                 |
| 72149    | MRI Lumbar Spine with contrast                | 20                   |
| 72158    | MRI Lumbar Spine w/o & with                   | 919                  |
| 72159    | MRA Spinal Canal w/o OR with contrast         |                      |
| 72195    | MRI Pelvis w/o                                | 170                  |
| 72196    | MRI Pelvis with contrast                      | 1                    |
| 72197    | MRI Pelvis w/o & with                         | 247                  |
| 72198    | MRA Pelvis w/o OR with Contrast               | 6                    |
| 73218    | MRI Upper Ext, other than joint w/o           | 69                   |
| 73219    | MRI Upper Ext, other than joint with contrast |                      |
| 73220    | MRI Upper Ext, other than joint w/o & with    | 77                   |
| 73221    | MRI Upper Ext, any joint w/o                  | 575                  |
| 73222    | MRI Upper Ext, any joint with contrast        | 296                  |
| 73223    | MRI Upper Ext, any joint w/o & with           | 69                   |
| 73225    | MRA Upper Ext, w/o OR with contrast           | 1                    |
| 73718    | MRI Lower Ext other than joint w/o            | 119                  |
| 73719    | MRI Lower Ext other than joint with contrast  | 2                    |
| 73720    | MRI Lower Ext other than joint w/o & with     | 225                  |
| 73721    | MRI Lower Ext any joint w/o                   | 854                  |
| 73722    | MRI Lower Ext any joint with contrast         | 65                   |
| 73723    | MRI Lower Ext any joint w/o & with            | 110                  |
| 73725    | MRA Lower Ext w/o OR with contrast            | 9                    |
| 74181    | MRI Abdomen w/o                               | 319                  |
| 74182    | MRI Abdomen with contrast                     | 4                    |
|          | Subtotal for this page                        | 11,743               |



All responses should pertain to October 1, 2013 through September 30, 2014.

**10b. MRI Procedures by CPT Codes *continued* . . . .**

| CPT Code                                 | CPT Description                                 | Number of Procedures |
|------------------------------------------|-------------------------------------------------|----------------------|
| 74183                                    | MRI Abdomen w/o & with                          | 453                  |
| 74185                                    | MRA Abdomen w/o OR with contrast                | 18                   |
| 75557                                    | MRI Cardiac Morphology w/o                      | 16                   |
| 75561                                    | MRI Cardiac Morphology with contrast            | 11                   |
| 75554                                    | MRI Cardiac Function Complete                   |                      |
| 75555                                    | MRI Cardiac Function Limited                    |                      |
| 75556                                    | MRI Cardiac Velocity Flow Mapping               |                      |
| 77055                                    | MRI Breast, unilateral w/o and/or with contrast | 38                   |
| 77056                                    | MRI Breast, bilateral w/o and/or with contrast  | 139                  |
| 76125                                    | Cineradiography to complement exam              |                      |
| 76390                                    | MRI Spectroscopy                                |                      |
| 76393                                    | MRI Guidance for needle placement               |                      |
| 76394                                    | MRI Guidance for tissue ablation                |                      |
| 76400                                    | MRI Bone Marrow blood supply                    |                      |
| 7649A                                    | MR functional imaging                           |                      |
| 7649D                                    | MRI infant spine comp w/ & w/o contrast         |                      |
| 7649E                                    | Spine (infants) w/o infusion                    |                      |
| 7649H                                    | MR functional imaging                           |                      |
| N/A                                      | Clinical Research Scans                         |                      |
| Subtotal for this page                   |                                                 | 675                  |
| Total Number of Procedures for all pages |                                                 | 14,574               |

**10c. Computed Tomography (CT)**

How many fixed CT scanners does the hospital have? 9  
 Does the hospital contract for mobile CT scanner services? \_\_\_ Yes  No  
 If yes, identify the mobile CT vendor \_\_\_\_\_

Complete the following tables (one for fixed CT scanners; one for mobile CT scanners).

Scans Performed on Fixed CT Scanners (*Multiply # scans by Conversion Factor to get HECT Units*)

|   | Type of CT Scan                                                    | # of Scans |   | Conversion Factor |   | HECT Units |
|---|--------------------------------------------------------------------|------------|---|-------------------|---|------------|
| 1 | Head without contrast                                              | 14,929     | X | 1.00              | = | 14,929.00  |
| 2 | Head with contrast                                                 | 65         | X | 1.25              | = | 81.25      |
| 3 | Head without and with contrast                                     | 518        | X | 1.75              | = | 906.50     |
| 4 | Body without contrast                                              | 15,637     | X | 1.50              | = | 23,455.50  |
| 5 | Body with contrast                                                 | 17,055     | X | 1.75              | = | 30,896.25  |
| 6 | Body without contrast and with contrast                            | 5260       | X | 2.75              | = | 14,465.00  |
| 7 | Biopsy in addition to body scan with or without contrast           |            | X | 2.75              | = |            |
| 8 | Abscess drainage in addition to body scan with or without contrast |            | X | 4.00              | = |            |

STATE HEALTH COORDINATING COUNCIL

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Table 9P: MRI Fixed and Mobile Procedures by MRI Service Area with Tiered Thresholds and Fixed Equivalents

| Service Area    | Service Type       | CON #                                 | Service Site (Provider/Owner)                                               | Fixed Magnet | Fixed Equiv | Total MRI Scans | Output Contrast | Inpt No Contrast | Inpt Contrast | Adjusted Total | Area Avg Procs | Threshold | MRI Need |
|-----------------|--------------------|---------------------------------------|-----------------------------------------------------------------------------|--------------|-------------|-----------------|-----------------|------------------|---------------|----------------|----------------|-----------|----------|
| Mecklenburg     | Mobile             | Grandfathered                         | Randolph Spine Ctr (Alliance Healthcare Services)                           | 0            | 0.01        | 47              | 38              | 0                | 0             | 51             |                |           |          |
| Mecklenburg     |                    |                                       | 2014 SMFP Need Determination                                                | 1            | 1.00        | 0               | 0               | 0                | 0             | 0              |                |           |          |
| Mecklenburg     | Hospital Fixed     | D-006866-03                           | Blue Ridge Regional Hospital, Inc.                                          | 20           | 24.80       | 96,294          | 820             | 280              | 34            | 28             | 4,690          | 4,805     | 0        |
| Mitchell        |                    |                                       |                                                                             | 1            | 1.00        | 1,162           |                 |                  |               | 1,310          |                |           |          |
| Mitchell/Yancey |                    |                                       |                                                                             | 1            | 1.00        | 1,162           |                 |                  |               | 1,310          |                | 3,775     | 0        |
| Montgomery      | Hospital Fixed     | H-006104-09                           | FirstHealth Montgomery Memorial Hospital                                    | 0            | 0.21        | 356             | 280             | 67               | 8             | 1              |                |           |          |
| Montgomery      |                    |                                       |                                                                             | 0            | 0.21        | 356             |                 |                  |               | 387            |                | 1,716     | 0        |
| Moore           | Hospital Fixed     | H-005602-97; H-006846-03; H-007097-04 | FirstHealth Moore Regional Hospital                                         | 3            | 3.00        | 12,515          | 9,024           | 1,371            | 1,809         | 311            |                |           |          |
| Moore           | Freestanding Fixed | H-006845-03                           | Pinelhurst Surgical Clinic (Alliance Healthcare Services)                   | 1            | 1.00        | 4,086           | 3,557           | 529              | 0             | 0              |                |           |          |
| Moore           | Freestanding Fixed | H-008365-09                           | Southern Pines Diagnostic Imaging (Triad Imaging, LLC)                      | 1            | 1.00        | 0               | 0               | 0                | 0             | 0              |                |           |          |
| Moore           | Mobile             | O-006665-02                           | Southern Pines Diagnostic Imaging (Cape Fear Mobile Imaging, LLC)           | 0            | 0.12        | 554             | 375             | 179              | 0             | 0              |                |           |          |
| Moore           | Mobile             | J-007008-04                           | Southern Pines Diagnostic Imaging (Foundation Health Mobile Imaging LLC)    | 0            | 0.25        | 1,182           | 812             | 370              | 0             | 0              |                |           |          |
| Moore           |                    |                                       |                                                                             | 5            | 5.37        | 18,337          |                 |                  |               | 20,289         |                | 4,805     | 0        |
| Nash            | Hospital Fixed     | L-005908-98                           | Nash General Hospital                                                       | 2            | 2.00        | 3,895           | 1,764           | 854              | 651           | 626            |                |           |          |
| Nash            | Freestanding Fixed | L-007499-06                           | Nash Open MRI (Nash Imaging, LLC)                                           | 1            | 1.00        | 1,145           | 711             | 434              | 0             | 0              |                |           |          |
| Nash            | Mobile             | Grandfathered                         | Atlantic Radiology Associates (Alliance Healthcare Services)                | 0            | 0.05        | 205             | 205             | 0                | 0             | 0              |                |           |          |
| Nash            |                    |                                       |                                                                             | 3            | 3.05        | 5,245           |                 |                  |               | 6,521          |                | 4,462     | 0        |
| New Hanover     | Hospital Fixed     |                                       | New Hanover Regional Medical Center                                         | 4            | 4.00        | 14,341          | 5,411           | 4,649            | 1,689         | 2,492          |                |           |          |
| New Hanover     | Freestanding Fixed | O-007239-05                           | OrthoWilmington PA                                                          | 1            | 1.00        | 4,275           | 3,979           | 296              | 0             | 0              |                |           |          |
| New Hanover     | Mobile             | Grandfathered                         | Delaney Radiologists (Insight Imaging)                                      | 0            | 0.49        | 2,331           | 1,110           | 1,221            | 0             | 0              |                |           |          |
| New Hanover     | Mobile             | O 72454-05                            | Delaney Radiologists (Porter's Neck Imaging, LLC)                           | 0            | 0.44        | 2,093           | 1,154           | 939              | 0             | 0              |                |           |          |
| New Hanover     | Mobile             | O 72454-05                            | Delaney Radiologists (Porter's Neck Imaging, LLC)                           | 0            | 0.32        | 1,539           | 1,539           | 0                | 0             | 0              |                |           |          |
| New Hanover     | Mobile             | F-007001-04                           | NERMC Health & Diagnostics - Military Cutoff (Alliance Healthcare Services) | 0            | 0.07        | 352             | 234             | 118              | 0             | 0              |                |           |          |
| New Hanover     | Mobile             | F-007001-04                           | NERMC Health & Diagnostics - Porter's Neck (Alliance Healthcare Services)   | 0            | 0.10        | 482             | 335             | 147              | 0             | 0              |                |           |          |
| New Hanover     | Mobile             | Grandfathered                         | WHA Medical Clinic (Alliance Healthcare Services)                           | 0            | 0.61        | 2,931           | 1,750           | 1,201            | 0             | 0              |                |           |          |
| New Hanover     |                    |                                       |                                                                             | 5            | 7.03        | 28,344          |                 |                  |               | 34,542         |                | 4,885     | 1        |
| Onslow          | Hospital Fixed     |                                       | Onslow Memorial Hospital, Inc.                                              | 1            | 1.00        | 3,598           | 1,980           | 1,106            | 332           | 180            |                |           |          |

STATE HEALTH COORDINATING COUNCIL

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N.C. Division of Health Service Regulation

Table 9P: MRI Fixed and Mobile Procedures by MRI Service Area with Tiered Thresholds and Fixed Equivalents - Proposed 2016 SMFP

| Service Area    | Service Type       | CON #                                 | Service Site (Provider/Owner)                                                          | Fixed Magnet Equiv | Fixed | Total MRI Scans | Output No Contrast | Inpt No Contrast | Inpt Contrast | Adjusted Total | Area Avg Procs | Threshold | MRI Need |
|-----------------|--------------------|---------------------------------------|----------------------------------------------------------------------------------------|--------------------|-------|-----------------|--------------------|------------------|---------------|----------------|----------------|-----------|----------|
| Mecklenburg     | Mobile             | F-006624-02                           | PIC Ballantyne (Jacksonville Diagnostic Imaging, Inc.)                                 | 0                  | 0.06  | 308             | 250                | 58               | 0             | 331            |                |           |          |
| Mecklenburg     | Mobile             | Grandfathered                         | PIC Ballantyne (Kings Medical Group)                                                   | 0                  | 0.00  | 12              | 10                 | 2                | 0             | 13             |                |           |          |
| Mecklenburg     | Mobile             | F-006624-02                           | PIC Steel Creek (Jacksonville Diagnostic Imaging, Inc.)                                | 0                  | 0.12  | 566             | 453                | 113              | 0             | 611            |                |           |          |
| Mecklenburg     | Mobile             | Grandfathered                         | PIC Steele Creek (Kings Medical Group)                                                 | 0                  | 0.00  | 13              | 11                 | 2                | 0             | 14             |                |           |          |
| Mecklenburg     | Mobile             | F-007164-04                           | PIC Steele Creek (Presbyterian Mobile Imaging, LLC)                                    | 0                  | 0.02  | 107             | 80                 | 27               | 0             | 118            |                |           |          |
| Mecklenburg     | Mobile             | Grandfathered                         | PIC University (Kings Medical Group)                                                   | 0                  | 0.04  | 200             | 171                | 29               | 0             | 212            |                |           |          |
| Mecklenburg     | Mobile             |                                       | Presbyterian Mobile MRI                                                                | 0                  | 0.40  | 1,938           | 1,489              | 449              | 0             | 2,118          |                |           |          |
| Mecklenburg     | Mobile             | Grandfathered                         | Randolph Spine Center (Alliance Healthcare Services)                                   | 0                  | 0.00  | 13              | 9                  | 4                | 0             | 15             |                |           |          |
| Mecklenburg     | Mobile             | Grandfathered                         | Randolph Spine Cr (Alliance Healthcare Services)                                       | 0                  | 0.31  | 1,509           | 1,299              | 210              | 0             | 1,593          |                |           |          |
| Mecklenburg     |                    |                                       | 2014 SMFP Need Determination                                                           | 1                  | 1.00  | 0               | 0                  | 0                | 0             | 0              |                |           |          |
| Mecklenburg     |                    |                                       |                                                                                        | 20                 | 25.37 | 103,618         |                    |                  |               | 125,010        | 4.927          | 4,805     | 1        |
| Mitchell        | Hospital Fixed     | D-006866-03                           | Blue Ridge Regional Hospital                                                           | 1                  | 1.00  | 1,304           | 885                | 341              | 29            | 1,491          |                |           |          |
| Mitchell/Yancey |                    |                                       |                                                                                        | 1                  | 1.00  | 1,304           |                    |                  |               | 1,491          | 1,491          | 3,775     | 0        |
| Montgomery      | Hospital Fixed     | H-006104-99                           | FirstHealth Montgomery Memorial Hospital                                               | 0                  | 0.21  | 368             | 304                | 54               | 9             | 394            |                |           |          |
| Montgomery      | Mobile             | H-006104-99                           | FirstHealth Montgomery Memorial Hospital (FirstHealth of the Carolinas, Inc.)          | 0                  | 0.21  | 368             | 327                | 29               | 11            | 385            |                |           |          |
| Montgomery      |                    |                                       |                                                                                        | 0                  | 0.42  | 736             |                    |                  |               | 779            | 779            | 1,716     | 0        |
| Moore           | Hospital Fixed     | H-005602-97; H-006846-03; H-007097-04 | FirstHealth Moore Regional Hospital                                                    | 3                  | 3.00  | 11,809          | 8,696              | 1,302            | 1,509         | 302            | 13,175         |           |          |
| Moore           | Freestanding Fixed | H-006845-03                           | Pinehurst Surgical Clinic (Alliance Healthcare Services and Pinehurst Surgical Clinic) | 1                  | 1.00  | 4,639           | 4,162              | 477              | 0             | 4,830          |                |           |          |
| Moore           | Freestanding Fixed | H-008365-09                           | Southern Pines Diagnostic Imaging (Triad Imaging, LLC)                                 | 1                  | 1.00  | 0               | 0                  | 0                | 0             | 0              |                |           |          |
| Moore           | Mobile             | O-006665-02                           | Southern Pines Diagnostic Imaging (Cape Fear Mobile Imaging, LLC)                      | 0                  | 0.23  | 1,093           | 846                | 247              | 0             | 1,192          |                |           |          |
| Moore           | Mobile             | J-007008-04                           | Southern Pines Diagnostic Imaging (Foundation Health Mobile Imaging LLC)               | 0                  | 0.27  | 1,508           | 986                | 322              | 0             | 1,437          |                |           |          |
| Moore           |                    |                                       |                                                                                        | 5                  | 5.50  | 18,849          |                    |                  |               | 20,633         | 3,752          | 4,805     | 0        |
| Nash            | Hospital Fixed     | L-005908-98                           | Nash General Hospital                                                                  | 2                  | 2.00  | 4,922           | 2,454              | 1,264            | 558           | 646            | 6,168          |           |          |
| Nash            | Mobile             | Grandfathered                         | Atlantic Radiology Assoc.-Rocky (Alliance Healthcare Services)                         | 0                  | 0.04  | 187             | 187                | 0                | 0             | 187            |                |           |          |
| Nash            | Mobile             | Grandfathered                         | Carolina Regional Orthopedics (Alliance Healthcare Services)                           | 0                  | 0.06  | 284             | 284                | 0                | 0             | 284            |                |           |          |
| Nash            |                    |                                       |                                                                                        | 2                  | 2.10  | 5,393           |                    |                  |               | 6,639          | 3,161          | 4,462     | 0        |
| New Hanover     | Hospital Fixed     | O-006212-00                           | New Hanover Regional Medical Center                                                    | 4                  | 4.00  | 13,070          | 4,636              | 4,236            | 1,759         | 2,440          | 17,421         |           |          |

Table 9P: MRI Fixed and Mobile Procedures by MRI Service Area with Tiered Thresholds and Fixed Equivalents - Proposed 2016 SMFP

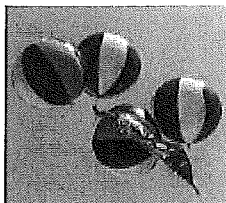
| Service Area                                  | Service Type       | CON #                                                            | Service Site (Provider/Owner)                                               | Fixed Magnet Equiv. | Total MRI Scans | Output No Contrast | Output Contrast | Inpt No Contrast | Inpt Contrast | Adjusted Total | Area Avg Procs | Threshold    | MRI Need |
|-----------------------------------------------|--------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------|---------------------|-----------------|--------------------|-----------------|------------------|---------------|----------------|----------------|--------------|----------|
| New Hanover                                   | Freestanding Fixed | O-007259-05                                                      | Ortho Wilmington PA                                                         | 1                   | 1,000           | 4,406              | 4,120           | 286              | 0             | 4,520          |                |              |          |
| New Hanover                                   | Mobile             | Grandfathered                                                    | Atlantic Radiology Associates (Alliance Healthcare Services)                | 0                   | 0.00            | 12                 | 9               | 3                | 0             | 13             |                |              |          |
| New Hanover                                   | Mobile             | Grandfathered                                                    | Delaney Radiologists (InSight Imaging)                                      | 0                   | 0.51            | 2,430              | 1,203           | 1,227            | 0             | 2,921          |                |              |          |
| New Hanover                                   | Mobile             | O-72454-05                                                       | Delaney Radiologists (Porter's Neck Imaging, LLC)                           | 0                   | 0.41            | 1,983              | 1,203           | 780              | 0             | 2,295          |                |              |          |
| New Hanover                                   | Mobile             | O-72454-05                                                       | Delaney Radiologists (Porter's Neck Imaging, LLC)                           | 0                   | 0.31            | 1,488              | 1,488           | 0                | 0             | 1,488          |                |              |          |
| New Hanover                                   | Mobile             | O-006212-00                                                      | New Hanover Regional Medical Center                                         | 0                   | 0.31            | 1,503              | 956             | 547              | 0             | 1,722          |                |              |          |
| New Hanover                                   | Mobile             | F-007001-04                                                      | NHRMC Health & Diagnostics - Military Cutoff (Alliance Healthcare Services) | 0                   | 0.07            | 353                | 206             | 147              | 0             | 412            |                |              |          |
| New Hanover                                   | Mobile             | F-007001-04                                                      | NHRMC Health & Diagnostics - Porters Neck (Alliance Healthcare Services)    | 0                   | 0.11            | 506                | 342             | 164              | 0             | 572            |                |              |          |
| New Hanover                                   | Mobile             | Grandfathered                                                    | WHA Medical Clinic (Alliance Healthcare Services)                           | 0                   | 0.59            | 2,856              | 1,667           | 1,189            | 0             | 3,332          |                |              |          |
| New Hanover                                   |                    |                                                                  | 2015 SMFP Need Determination                                                | 1                   | 1.00            | 0                  | 0               | 0                | 0             | 0              |                |              |          |
| <b>New Hanover</b>                            |                    |                                                                  |                                                                             | <b>6</b>            | <b>8.51</b>     | <b>28,607</b>      |                 |                  |               | <b>34,695</b>  | <b>4.175</b>   | <b>4,805</b> | <b>0</b> |
| Onslow                                        | Hospital Fixed     |                                                                  | Onslow Memorial Hospital                                                    | 1                   | 1.00            | 3,204              | 1,721           | 979              | 320           | 184            |                |              |          |
| Onslow                                        | Freestanding Fixed | P-007324-05                                                      | Coastal Diagnostic Imaging (Jacksonville Diagnostic Imaging, Inc.)          | 1                   | 1.00            | 2,318              | 2,101           | 217              | 0             | 2,405          |                |              |          |
| Onslow                                        | Mobile             | O-006434-01                                                      | Coastal Diagnostic Imaging (Cape Fear Diagnostic Imaging, Inc.)             | 0                   | 0.64            | 2,837              | 2,335           | 502              | 0             | 3,038          |                |              |          |
| Onslow                                        | Mobile             | P-008326-09                                                      | Coastal Diagnostic Imaging (Jacksonville Diagnostic Imaging, Inc.)          | 1                   | 1.00            | 174                | 163             | 11               | 0             | 178            |                |              |          |
| Onslow                                        | Mobile             | Grandfathered                                                    | Coastal Diagnostic Imaging (Kings Medical Group)                            | 0                   | 0.02            | 91                 | 69              | 22               | 0             | 100            |                |              |          |
| Onslow                                        | Mobile             |                                                                  | Onslow Memorial Hospital                                                    | 0                   | 0.05            | 231                | 231             | 0                | 0             | 231            |                |              |          |
| Onslow                                        | Mobile             | Grandfathered                                                    | Onslow Memorial Hospital (Alliance Healthcare Services)                     | 0                   | 0.05            | 231                | 231             | 0                | 0             | 231            |                |              |          |
| <b>Onslow</b>                                 |                    |                                                                  |                                                                             | <b>3</b>            | <b>3.76</b>     | <b>9,086</b>       |                 |                  |               | <b>10,054</b>  | <b>2.674</b>   | <b>4,462</b> | <b>0</b> |
| Orange                                        | Hospital Fixed     | J-5900-98; J-7028-04; J-7501-05; J-8156-08; J-8271-08; J-8391-09 | University of North Carolina Hospitals                                      | 8                   | 8.00            | 26,680             | 6,092           | 14,120           | 2,070         | 4,398          |                |              |          |
| Orange                                        | Freestanding Fixed | Grandfathered                                                    | Wake Radiology Chapel Hill (Chapel Hill Diagnostic Imaging)                 | 1                   | 1.00            | 887                | 558             | 329              | 0             | 1,019          |                |              |          |
| Orange                                        | Mobile             | J-5900-98; J-7028-04; J-7501-05; J-8156-08; J-8271-08; J-8391-09 | University of North Carolina Hospitals                                      | 0                   | 0.12            | 558                | 437             | 121              | 0             | 606            |                |              |          |
| Orange                                        |                    |                                                                  | 2014 SMFP Need Determination                                                | 1                   | 1.00            | 0                  | 0               | 0                | 0             | 0              |                |              |          |
| <b>Orange</b>                                 |                    |                                                                  |                                                                             | <b>10</b>           | <b>10.12</b>    | <b>28,125</b>      |                 |                  |               | <b>38,299</b>  | <b>3.785</b>   | <b>4,805</b> | <b>0</b> |
| Pasquotank                                    | Hospital Fixed     | R-007623-06                                                      | Senara Albemarle Medical Center                                             | 1                   | 1.00            | 3,095              | 2,022           | 643              | 233           | 197            |                |              |          |
| <b>Pasquotank/Camden/Currituck/Perquimans</b> |                    |                                                                  |                                                                             | <b>1</b>            | <b>1.00</b>     | <b>3,095</b>       |                 |                  |               | <b>3,603</b>   | <b>3.603</b>   | <b>3,775</b> | <b>0</b> |

## New technology from MR Solutions could mean that our children can still have helium party balloons in the future

[Skip to Navigation](#)

### News

- **Published:** Jul 23, 2015
- **Source:** MR Solutions
- **Channels:** MRI Spectroscopy / NMR Knowledge Base



Guildford, UK. July 22, 2015.

Helium filled party balloons could be relegated to the past if the supply of helium dwindles, but MR Solutions, the world technology leader in preclinical MRI systems could be riding to the rescue with scanners that do not require liquid helium.

Last month (June 2015), anaesthetist, Dr Tom Dolphin of the British Medical Association's junior doctors' committee, called for a ban in using helium in balloons as there is a shortage for MRI scanners. British based MR Solutions produced the world's first commercial, superconducting, preclinical, MRI scanner in 2013 that does not require the traditional liquid helium cooling jacket.

Dr David Taylor, physicist and CEO of MR Solutions predicts that "within five years all new MRI scanners will be able to do away with the liquid helium jacket that keeps the superconducting magnet at four degrees above absolute zero - a chilly minus 269 degrees centigrade!

David continued, "We first developed a 3 Tesla (Tesla is the power of a magnet) in 2013. Today we are developing a 7T helium free scanner and it will only be a few years before we/the industry scales up to produce helium free clinical MRI scanners."

This development has significant benefits for the scientific community as the global shortage of helium is today posing a risk for medical research projects across the world, with doctors calling for a halt in the use of helium party balloons.

David Taylor explained his new technology: "Following a number of years of research and development with our magnet partner, we have been able to dispense with the usual liquid helium cooling system by using a revolutionary magnet design incorporating superconducting wire. This enables the use of a standard low temperature fridge to cool the magnet to the required 4 degrees Kelvin (minus 269 degrees C). This has resulted in a scanner with improved performance, less costly to buy, lower running costs and no need for the building modification works which were required for the old bulky MRI systems."

As the second most common element in the universe, why is there such a shortage? Helium needs to be extracted and collected when mining for natural gas. If it is not extracted it is simply vented into the atmosphere and because it is so light leaks out into space. Therefore companies mining for natural gas have to be motivated to extract and store the helium.

In 1996 the US government started selling off its strategic holding of helium at low prices as it was no longer considered a strategic material. This led to an excess of cheap helium on the world market, resulting in an environment whereby oil companies were no longer incentivised to collect helium during the mining of natural gas. However with dwindling US supplies and few businesses capturing the gas there is now a real shortage.

Due to its party balloon heritage, the value of helium, the second most common element on Earth, is highly underestimated. However, this inert element with the lowest boiling point of any known substance has a number of uses ranging from party fun through to supporting the quest to identify the meaning of life as the large Hadron Collider at CERN uses helium to keep its many superconducting magnets cooled.

Professor Ray Dolan of University College London leads the Wellcome Trust Centre for Neuroimaging, which had to stop taking bookings for its scanner in 2012 because of helium shortages. "We have now had to invest in expensive helium-capture technology to recover some of what is burnt off," he said, "and this decision was driven by a need to insulate ourselves against uncertainty over supply and cost."

MR Solutions' breakthrough helium free technology has revolutionised the world of preclinical MRI and hopefully will be scaled up to clinical systems so that children in the future will still be able to enjoy these colourful floating balloons.

**About MR Solutions**

MR Solutions has over 30 years' experience in developing preclinical scanners for research and academia and in excess of 1000 installations across the world. It also develops MRI systems and sub systems to individual customer specifications. It is the only company that has a full range of preclinical scanners with helium free technology - from 3T to 7.5T with 9T just around the corner. For more information on MR Solutions, please visit [www.mrsolutions.com](http://www.mrsolutions.com).

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Exhibit E



GE Healthcare

Date: 08-13-2015  
Quote #: PR1-C44071  
Version #: 21

New Hanover Regional Medical Center Attn: Joshua Tucker  
2131 S 17th St 2131 S 17th St Wilmington  
Wilmington NC 28401-7407 NC 28401-7407

Customer Number : 1-23161C  
Quotation Expiration Date: 08-29-2015

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. "Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) if no Governing Agreement is identified, the following documents:

- 1) This Quotation that identifies the Product offerings purchased or licensed by Customer;
- 2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions.

In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation.

No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties.

By signing below, each party certifies that it has not made any handwritten modifications.

|                                |                                                         |
|--------------------------------|---------------------------------------------------------|
| Governing Agreement:           | Premier                                                 |
| Terms of Delivery:             | FOB Destination                                         |
| Billing Terms:                 | 80% on Delivery/ 20% on Acceptance or First Patient Use |
| Payment Terms:                 | NET 30                                                  |
| Total Quote Net Selling Price: | \$1,362,398.83                                          |

INDICATE FORM OF PAYMENT:

If "GE HFS Loan" or "GE HFS Lease" is NOT selected at the time of signature, then you may NOT elect to seek financing with GE Healthcare Financial Services (GE HFS) to fund this arrangement after shipment.

- Cash/Third Party Loan
- GE HFS Lease
- GE HFS Loan
- Third Party Lease (please identify financing company)

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

Each party has caused this agreement to be executed by its duly authorized representative as of the date set forth below.

CUSTOMER

Authorized Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Print Title \_\_\_\_\_

Purchase Order Number (if applicable) \_\_\_\_\_

GE HEALTHCARE

Kevin Morris \_\_\_\_\_ 08-13-2015

Signature \_\_\_\_\_ Date \_\_\_\_\_

Product Sales Specialist

Email: Kevin.Morris@ge.com  
Office: +1 803 608 2460  
Mobile: 803-608-2460



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|                               |                |
|-------------------------------|----------------|
| Total Quote Selling Price     | \$1,362,398.83 |
| Trade-In and Other Credits    | \$0.00         |
|                               | -----          |
| Total Quote Net Selling Price | \$1,362,398.83 |

**To Accept this Quotation**

Please sign and return this Quotation together with your Purchase Order To:  
**Anthony Morris**  
Office: +1 803 608 2460  
Mobile: 803-608-2460  
Email: Kevin.Morris@ge.com

**Payment Instructions**

Please Remit Payment for invoices associated with this quotation to:  
**GE Healthcare**  
P.O. Box 96483  
Chicago, IL 60693

**To Accept This Quotation**

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



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NOTICE REGARDING MAGNETIC RESONANCE ("MR") PRODUCTS. This notice applies only to the following GE Healthcare products: MR: Discovery MR750, Discovery MR750w, Discovery MR450 and Optima MR450w. GE Healthcare has reclassified several advanced software tools and associated documentation to a GE Healthcare Technical Service Technology package that GE Healthcare feels will bring greater value and interest to our customers. GE Healthcare will continue to provide trained Customer employees with access to the GE Healthcare Technical Service Technology package under a separate agreement. GE Healthcare will continue to provide customers and their third party service providers with access to software tools and associated documentation in order to perform basic service on the CT, MR and NM products listed above upon a request for registration for such access. This will allow GE Healthcare to react faster to the future service needs of GE Healthcare customers. If you have any questions, you can contact your sales Service Specialist.

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and Premier Purchasing Partners, L.P. include PP-IM-186 (MRI).



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| Item No. | Qty | Catalog No. | Description |
|----------|-----|-------------|-------------|
|----------|-----|-------------|-------------|

|   |   |         |                                                                          |
|---|---|---------|--------------------------------------------------------------------------|
|   | 1 |         | Optima MR450w 1.5T GEM - ES Silent<br>Optima MR450w 1.5T GEM - ES Silent |
| 1 | 1 | S7525GE | Optima MR450w 1.5T GEM MR System ES Platform with Silent                 |

The Optima MR450w 1.5T GEM MRI system from GE Healthcare is designed to deliver a comfortable patient-friendly environment while also delivering uncompromised clinical performance and streamlined workflow.

The ES configuration includes the system electronics, operating software, imaging software, post-processing software and RF coil suite:

- eXtreme Gradient Technology
- Acoustic Reduction Technology
- OpTix RF Receive Technology
- Volume Reconstruction Engine
- Computing Platform and DICOM
- GEM Express Patient Table with IntelliTouch
- GEM Suite - ES Coil Package
- Express 2.0 Workflow
- ScanTools and ES Tools
- Silent Suite

eXtreme Gradient Technology: The Optima MR450w delivers high temporal resolution through 3-axis gradient amplifier power supply and efficient gradient coil design as well as high spatial integrity through excellent magnet homogeneity and gradient linearity over a large FOV. In addition, the XRM gradients are non-resonant and actively shielded to minimize eddy currents, and use an innovative digital control architecture design to deliver high fidelity, accuracy and reproducibility.

- Peak amplitude per axis: 34 mT/m
- Peak slew rate per axis: 150 T/m/s
- Peak current & voltage: 660 Amps, 1650 Volts
- Digital PI feedback loop control
- Maximum FOV: 50cm
- Duty Cycle: 100%



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| Item No. | Qty | Catalog No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------|-----|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          |     |             | <p>Acoustic Noise Reduction Technology: The Optima MR450w GEM system features five levels of acoustic reduction technology to deliver an enhanced patient environment.</p> <ul style="list-style-type: none"> <li>• Gradient &amp; RF coil isolation</li> <li>• Acoustic dampening material</li> <li>• Vibro-acoustic isolation</li> <li>• Gradient waveform optimization</li> </ul> <p>OpTix RF Receive Technology: The OpTix RF receive chain enables high bandwidth, high channel count reception with improved SNR over conventional MR receiver designs. The MR signal is digitized within the scan room and then optically transmitted to the reconstruction engine in the electronics room increasing SNR for all volume acquisitions.</p> <ul style="list-style-type: none"> <li>• Coil input ports: 138</li> <li>• Simultaneous channel/receivers: 32</li> <li>• Receiver sampling per channel: 80 MHz</li> <li>• Receiver dynamic range at 1 Hz BW: &gt;165 dB</li> <li>• Receiver resolution: up to 32 bits</li> <li>• Digital quadrature demodulation</li> </ul> <p>Computing Platform: The Intel Xeon Nehalem Dual Core Processor computing platform utilizes a parallel, multi-processor design to enable simultaneous scanning, reconstruction, filming, post-processing, archiving, and networking. The keyboard assembly integrates an intercom speaker, microphone, volume controls, and emergency stop switch. Start scan, pause scan, stop scan and table advanced to center hot keys are also included.</p> <ul style="list-style-type: none"> <li>• 8GB DDR3 Memory</li> <li>• 146GB SAS disk subsystem</li> <li>• 24" flat panel LCD with 1920x1200 resolution</li> <li>• Single tower configuration</li> <li>• DVD interchange</li> </ul> <p>DICOM: The Optima MR450w GEM system generates MR Image, Secondary Capture, Structured Report, and Gray Scale Softcopy Presentation State DICOM objects. The DICOM networking supports both send and query retrieve as well as send with storage commit to integrate with PACS archive. Please refer to the DICOM Compliance Statement for Optima MR450w GEM for further details.</p> |



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| Item No. | Qty | Catalog No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------|-----|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          |     |             | <p>GEM Express Patient Table with IntelliTouch: The GEM Express table is a mobile patient transport device with an embedded high-density, GEM Posterior RF Array and touch sensitive IntelliTouch land-marking. The fully detachable GEM Express table is easily docked and undocked by a single operator and simple to move in and out of the exam room for patient transport and preparation. These features can be vital in instances where multiple patient transfers can negatively impact patient care or when emergency extraction is required.</p> <p>The GEM Express table and embedded GEM PA coil are designed to accommodate head-first or feet-first imaging for all supported exams. The table features three high-density coil connection ports: one at each end and one embedded for the GEM PA. Two additional coil connection ports are included in the docking mechanism.</p> <ul style="list-style-type: none"> <li>• Maximum patient weight for scanning: 500 lbs</li> <li>• Maximum patient weight mobile: 500 lbs</li> <li>• Maximum patient weight for lift: 500 lbs</li> <li>• 205 cm symmetrical scan range</li> <li>• Automated vertical and longitudinal power drive</li> <li>• Fast longitudinal speed: 30 cm/sec</li> <li>• Slow longitudinal speed: 0.5 cm/sec</li> <li>• Integrated arm boards &amp; non-ferrous IV pole</li> <li>• IntelliTouch &amp; laser land-marking</li> </ul> <p>GEM Suite - ES Coil Package: The Geometry Embracing Method - GEM - Suite of coils is designed to enhance patient comfort and image quality while simplifying workflow by ensuring that the geometry of the surface coil matches the geometry of the patient. The ES Coil Package includes:</p> <ul style="list-style-type: none"> <li>• T/R Body Coil &amp; T/R Head Coil</li> <li>• GEM PA, HNU &amp; AA Arrays</li> <li>• GEM Standard Flex Suite &amp; Positioners</li> <li>• 3-channel Shoulder Array</li> </ul> <p>The GEM Posterior Array is designed to provide optimal element geometry for each targeted anatomy by using different element geometries for the cervical-to-thoracic spine transition, thoracic and lumbar spine, and the body.</p> <ul style="list-style-type: none"> <li>• Elements: 40</li> <li>• Length: 100 cm; Width: 40cm</li> <li>• S/I coverage: 100cm head-first or feet-first</li> </ul> |



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| Item No. | Qty | Catalog No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------|-----|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          |     |             | <ul style="list-style-type: none"> <li>• Parallel imaging in all three scan planes</li> <li>• Head-first or feet-first positioning</li> </ul> <p>The GEM PA is designed to be used in conjunction with the GEM HNU, GEM AA or GEM Small AA (purchased separately), and the GEM PV Array (purchased separately), The GEM PA is invisible to additional surface coils placed directly on top of the table surface.</p> <p>The GEM Head and Neck Unit includes the head base-plate and three anatomically optimized anterior arrays: the anterior Neuro-vascular array, the anterior cervical spine array, the anterior open-face array.</p> <p>The GEM HNU may be positioned at either end of the GEM Express table to support head-first or feet-first imaging and may remain in place for all body, vascular, spine, and the majority of MSK exams. The GEM HNU base plate supports the patient's head and the Comfort Tilt variable-degree ramp can be positioned under the HNU base plate to elevate the coil to match the patient's head and neck position.</p> <ul style="list-style-type: none"> <li>• Elements: up to 28 combined with PA and AA</li> <li>• Length: 49.5 cm; Width: 38.8cm</li> <li>• Height with NV Array: 36.8 cm</li> <li>• Height with Cervical Array: 33.6 cm</li> <li>• Height with Open Array: 25.7 cm</li> <li>• S/I coverage: up to 50 cm with PA and AA</li> <li>• Parallel imaging in all three scan planes</li> <li>• Head-first or feet-first positioning</li> </ul> <p>The GEM Large Anterior Array facilitates chest, abdomen, pelvis, and cardiac imaging. The GEM AA is lightweight, thin and flexible, and pre-formed to conform to the patient's size and shape. The GEM AA permits upper abdomen and pelvis imaging without repositioning the coil.</p> <ul style="list-style-type: none"> <li>• Elements: up to 36 combined with PA</li> <li>• Length: 55.6 cm; Width: 67.3cm</li> <li>• S/I coverage: 54 cm</li> <li>• R/L coverage: up to the full 50 cm FOV</li> <li>• Parallel imaging in all three scan planes</li> <li>• Head-first or feet-first positioning</li> </ul> |



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| Item No. | Qty | Catalog No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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|          |     |             | <p>The GEM Flex Suite is a versatile set of high-density 16CH receive arrays designed to provide high quality imaging in a wide range of clinical applications. The high degree of flexibility is particularly advantageous when imaging patients that do not fit the constraints of rigid coils. This standard set includes:</p> <ul style="list-style-type: none"> <li>• Large Flex Array: 23 cm x 70 cm</li> <li>• Medium Flex Array: 23 cm x 48 cm</li> <li>• GEM Flex Interface Module P-Connector</li> <li>• Positioning Devices</li> </ul> <p>The 3-channel Shoulder Array offers the increased signal-to-noise characteristic of phased-array technology, along with unique sleeve design that delivers exceptional joint-imaging capabilities.</p> <p>Workflow: Express Workflow 2.0 incorporates features designed to streamline and automate exams.</p> <ul style="list-style-type: none"> <li>• In-Room Operator Console and controls</li> <li>• IntelliTouch land-marking</li> <li>• Protocol Libraries &amp; Management Tools</li> <li>• Workflow Manager &amp; Auto Functions</li> <li>• Inline Processing, Networking &amp; Viewing</li> <li>• Start Scan, Stop Scan, Pause/Resume Scan</li> </ul> <p>The In-Room Operator Console and dual-sided controls enable interaction with the host computer from the magnet room. The user has direct control or selection of:</p> <ul style="list-style-type: none"> <li>• Display of patient name, ID, study description</li> <li>• Display and entry of patient weight</li> <li>• Display and entry of patient orientation and position</li> <li>• Cardiac gating waveform display</li> <li>• EKG lead confirmation with gating control</li> <li>• Respiratory waveform display</li> <li>• IntelliTouch Landmarking</li> <li>• AutoStart</li> <li>• Display of coil connection and status</li> <li>• Display of table location and scan time</li> <li>• Screen saver</li> </ul> |





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|          |     |             | <p>Express Exam enables complete control of protocols for prescription, archiving, searching, and sharing. Protocols are organized into two libraries – GE authored and Site authored – and Protocol Notes allow customized notes to be saved with each protocol. ProtoCopy enables a complete exam protocol, from either a library or previous exam, to be shared with a mouse click, and the Modality Worklist provides an automated method of linking exam and protocol information for a patient directly from a DICOM Worklist server.</p> <p>The Workflow Manager controls the execution of scan prescription, acquisition, processing, viewing and networking and may automate these steps, when requested by the user. Auto Coil Prescription automatically selects the optimum subset of elements, and AutoStart automatically starts the first acquisition as soon as the technologist exits the magnet room.</p> <p>Processing steps are automatically completed with Inline Processing once the data have been reconstructed and the images saved into the database. For certain tasks, the user must accept the results or complete additional steps prior to saving the images. These automatic Inline Processing steps can be saved into the Protocol Library.</p> <p>Inline Viewing allows the user to conveniently view, compare, and analyze images from the Scan Desktop by selecting the desired series from the Workflow Manager.</p> <p>ScanTools: ScanTools 25.0 and the ES clinical package deliver an expansive portfolio of advanced applications, imaging options, and visualization tools packaged with the system operating software to provide extensive clinical capability and enhanced productivity.</p> <p>Advanced Neuro Applications:</p> <ul style="list-style-type: none"><li>• Silent Suite with 3D Silenz</li><li>• PROPELLER 3.0 motion robust radial FSE</li><li>• PROPELLER 3.0 FSE-based diffusion imaging</li><li>• 3D Cube 2.0 FSE-based 3D imaging</li><li>• Dual Inversion 3D Cube imaging</li><li>• Spin Echo &amp; Fast Spin Echo Suites</li><li>• T1-FLAIR &amp; T2-FLAIR Suite</li><li>• Gradient Echo &amp; Fast GRE Suites</li><li>• Spoiled Gradient Echo &amp; Fast SPGR Suites</li></ul> |

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|          |     |             | <ul style="list-style-type: none"><li>• Echo Planar, EPI FLAIR &amp; fMRI EPI Suites</li><li>• EchoPlus with RTFA diffusion imaging</li><li>• 3D FIESTA &amp; 3D FIESTA-C steady-state imaging</li><li>• 3D BRAVO IR-prepped fast SPGR imaging</li><li>• 3D COSMIC modified steady-state imaging</li><li>• 2D/3D MERGE multi-echo recombined GRE imaging</li><li>• PROBE PRESS single voxel spectroscopy</li><li>• BrainSTAT GVF &amp; AIF parametric maps</li><li>• Ready Brain automated brain exam prescription</li><li>• DWI Prep</li></ul>                                           |
|          |     |             | Advanced Spine & MSK Applications: <ul style="list-style-type: none"><li>• Silent Suite for Spine &amp; MSK</li><li>• PROPELLER 3.0 motion-robust radial FSE</li><li>• 3D Cube 2.0 FSE-based 3D imaging</li><li>• Spin Echo &amp; Fast Spin Echo Suites</li><li>• Gradient Echo &amp; Fast GRE Suites</li><li>• 3D COSMIC modified steady-state imaging</li><li>• 2D/3D MERGE multi-echo recombined GRE imaging</li><li>• High Bandwidth FSE artifact reduction</li><li>• Spectral Spatial Fat Suppression</li></ul>                                                                      |
|          |     |             | Advanced Body Applications: <ul style="list-style-type: none"><li>• Body Navigators pencil-beam diaphragm tracker</li><li>• PROPELLER 3.0 motion robust radial FSE</li><li>• Spin Echo &amp; Fast Spin Echo Suites</li><li>• Gradient Echo &amp; Fast GRE Suites</li><li>• 3D Cube 2.0 FSE-based 3D imaging</li><li>• 3D LAVA T1 DCE imaging with Turbo ARC</li><li>• 2D/3D Dual Echo Fat-Water Imaging</li><li>• 3D FRFSE MRCP &amp; HYDRO imaging</li><li>• Enhanced SSFSE single-shot FSE imaging</li><li>• 2D FS FIESTA steady-state imaging</li><li>• Multi-phase DynaPlan</li></ul> |



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|          |     |             | <ul style="list-style-type: none"><li>• SmartPrep automated bolus detection</li><li>• Fluoro Trigger real-time bolus monitoring</li><li>• Respiratory Compensation, Gating &amp; Triggering</li><li>• iDrivePro &amp; iDrivePro Plus real-time imaging</li><li>• SPECIAL IR Fat Saturation</li></ul>                                                                                                                                                                                                                                                                                                                          |
|          |     |             | Advanced Vascular Applications: <ul style="list-style-type: none"><li>• Body Navigators pencil-beam diaphragm tracker</li><li>• 2D/3D Time-Of-Flight &amp; 2D Gated Time-of-Flight</li><li>• 2D/3D Phase Contrast &amp; Phase Contrast Cine</li><li>• SmartPrep automated bolus detection</li><li>• Fluoro Trigger real-time bolus monitoring</li><li>• 3D QuickStep automated multi-station imaging</li><li>• Magnetization Transfer &amp; Flow Compensation</li><li>• Peripheral &amp; EKG Gating &amp; Triggering</li><li>• Respiratory Compensation, Gating &amp; Triggering</li></ul>                                    |
|          |     |             | Advanced Cardiac Applications: <ul style="list-style-type: none"><li>• Double-Triple IR-FSE with spectral fat suppression</li><li>• FastCine FGRE-based, gated multi-phase imaging</li><li>• 2D FIESTA Cine steady-state, gated multi-phase imaging</li><li>• 3D FS FIESTA steady-state coronary imaging</li><li>• iDrivePro Plus real-time inter-active imaging</li><li>• Blood Suppression</li><li>• Cardiac Navigator diaphragm tracker</li><li>• Cardiac Compensation, Gating &amp; Triggering</li><li>• Respiratory Compensation, Gating &amp; Triggering</li><li>• Cine Paging (128 images/4 windows @ 30fps)</li></ul> |
|          |     |             | Advanced Imaging Tools: <ul style="list-style-type: none"><li>• ARC &amp; Turbo ARC data-based parallel acceleration</li><li>• ASSET 3.0 image-based parallel acceleration</li><li>• Real Time Field Adjustment for DWI</li><li>• Chemical Shift Direction Selection</li></ul>                                                                                                                                                                                                                                                                                                                                                |



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|          |     |             | <ul style="list-style-type: none"><li>• 2D/3D GradWarp compensation</li><li>• Acoustic Reduction Technology</li><li>• IR Prep, DE Prep &amp; T2 Prep</li><li>• Full Echo Train &amp; Tailored RF</li><li>• Spectral Spatial Fat Suppression</li><li>• SPECIAL IR Fat Suppression</li><li>• ASPIR Fat Suppression</li><li>• Matrix ZIP 512 &amp; ZIP 1024</li><li>• 3D Slice 2X ZIP &amp; 4X ZIP</li><li>• Square Pixel &amp; Rectangular FOV</li><li>• No Phase Wrap &amp; No Frequency Wrap</li><li>• Extended Dynamic Range</li></ul> <p>Advanced Processing &amp; Display:</p> <ul style="list-style-type: none"><li>• Inline Viewing &amp; Inline Processing</li><li>• Image Fusion &amp; Image Pasting</li><li>• SCIC &amp; PURE surface coil intensity correction</li><li>• Multi-planar Volume Reformat</li><li>• Interactive Vascular Reformat</li><li>• ClariView Image Filtering</li><li>• Compare Mode &amp; Reference Image</li><li>• Cine Paging (128 images/4 windows @ 30fps)</li></ul> <p>Advanced FuncTool Analysis:</p> <ul style="list-style-type: none"><li>• ADC maps &amp; eADC mapping</li><li>• Correlation Coefficient analysis</li><li>• NEI Negative Enhancement Integral analysis</li><li>• MTE Mean Time To Enhance analysis</li><li>• Positive Enhancement Integral analysis</li><li>• Signal Enhancement Ratio analysis</li><li>• Maximum Slope Increase analysis</li><li>• Maximum Difference Function analysis</li><li>• Difference Function analysis</li></ul> |



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Included in this Silent Suite product are any Silent software enhancements for those sequences previously purchased, as will be provided to all customers who purchase the Silent Suite and the underlying sequences, for a period of ten (10) years. This does not include any hardware or upgrades, which shall be available to you at an additional charge.

GE Healthcare will provide the above referenced enhancements for the system quoted herein during above term if and/or when such enhancements receives any applicable FDA clearance and are made available as a general commercial offering in the United States. This Silent Suite product is not refundable and not contingent upon GE Healthcare's delivery of any particular enhancements or Customer's acceptance of any enhancements made available. Customer may, at its option, decline to accept any enhancements made available by GE Healthcare herein, provided that Customer shall not be entitled to any price reduction or refund if Customer declines to accept any such enhancements. GE Healthcare makes no representation or warranty as to the quantity or type of technology or functionality that may be included under any such enhancements. Customer is responsible for the proper accounting for all payments made in the manner required under any state or federal program which provides reimbursement to Customer for or related to any products or services provided under this Agreement.

|   |   |         |                                      |
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| 2 | 1 | M7000ZR | Optima MR450w with GEM Magnet Design |
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To improve the patient experience and provide high image quality, no other component of an MRI system has greater impact than the magnet. The Optima MR450w system features a short, wide bore magnet that delivers a large field of view. The magnet geometry has been optimized to reduce patient anxiety by providing more space in the bore and more exams with the patient's head outside of the magnet. The 50cm field of view provides uniform image quality and can reduce exam times since fewer acquisitions may be necessary to cover large areas of anatomy. Complemented by GE's active shielding technology, the Optima MR450w has very flexible installation specifications to provide easy siting. And with zero-boil-off magnet technology, helium refills are effectively eliminated, thus reducing operating costs and maximizing uptime.

Magnet:

- Manufactured by GE Healthcare.
- Operating field strength 1.5T (63.86 MHz).
- Active magnet shielding.
- Zero boil-off Cryogenics.
- Magnet length 145cm.



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|          |     |             | <ul style="list-style-type: none"> <li>• Patient Aperture 76 cm.</li> <li>• Patient Bore Diameter 70cm.</li> <li>• Patient Bore Length 105cm.</li> <li>• Maximum Field of View 50 cm x 50 cm x 50 cm.</li> </ul> <p>Magnet Homogeneity: Typical ppm and Guaranteed ppm shown.</p> <ul style="list-style-type: none"> <li>• 10cm DSV 0.007 and 0.02.</li> <li>• 20cm DSV 0.035 and 0.06.</li> <li>• 30cm DSV 0.11 and 0.18.</li> <li>• 40cm DSV 0.5 and 0.7.</li> <li>• 45cm DSV 1.2 and 1.6.</li> <li>• 50x50x45cm 2.3 and 3.6.</li> <li>• 50cm DSV 3.3.</li> </ul> <p>DSV = Diameter Spherical Volume. Homogeneity for an elliptical volume of 50cm (x,y) by 45cm (z) dimension volume is shown for reference. Fringe field (axial x radial):</p> <ul style="list-style-type: none"> <li>• 5 Gauss = 4.0 m x 2.5 m.</li> <li>• 1 Gauss = 6.2 m x 3.7 m.</li> </ul> <p>Quiet Technology: GE has implemented Quiet Technology on critical components of the Optima MR system to reduce acoustic noise and improve the patient environment. This technology enables full use of the eXtreme Gradient Platform for excellent image quality, while maintaining a safe environment for the patient. The technology encompasses the gradient coil, RF body coil, and magnet mounting.</p> |
| 3        | 1   | M7005ZJ     | <p>Optima MR450w 1.5T GEM 32ch System Electronics</p> <p>Patient expectations of MR have shifted in recent years, as patients have begun to demand a better, more comfortable scanning experience. Increasing the size of the bore is a good first step, but it's only the beginning. The right system should overcome traditional limitations of wide-bore MR, offering both excellent images and a user-friendly experience. Patients should be more comfortable during their scan, and clinicians more comfortable in making a diagnosis. All the while, organizations should expect their MR system to help them deliver solid financial returns, maintain a high standard of patient safety, and increase the quality of their care.</p> <p>The Optima MR450w with GEM 1.5T MRI scanner from GE Healthcare offers a range of new functionality, provides a more patient-friendly environment, and is a clinical workhorse system for practices of all sizes and specialties.</p>                                                                                                                                                                                                                                                                                               |



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|          |     |             | <p>Volume Reconstruction Engine Architecture:</p> <p>The backbone of any high-channel count system is the reconstruction architecture. The MR450w utilizes the latest multi-core processing engine acquisition to disk technology, and bulk-access memory to deliver the necessary processing power to reconstruct data from high channel count coils. With 36,000 2D FFTs/sec an impressive volume to ensure you are not hampered in image reconstruction speed. The result is reliable and efficient processing MR data that enhances exam productivity.</p>                                                                                                                                                                                                                                                                                                                                |
| 4        | 1   | S7505EK     | <p>Preinstallation Collector and Cable Concealment Kit</p> <p>The Preinstallation Collector delivers to the site in advance of the magnet and main electronic components. This facilitates the later delivery and installation of supporting electronics. The following are the main components in the Preinstallation collector:</p> <ul style="list-style-type: none"> <li>• Heat exchange cabinet for distribution of chilled water.</li> <li>• Primary Penetration wall panel for support of the penetration cabinet.</li> <li>• Secondary Penetration wall panel for support of gradient filters, helium cables, and chilled air and water.</li> <li>• Helium cryocooler hose kit.</li> </ul> <p>The Cable Concealment Kit accommodates a wide-range of scan room ceiling heights and is designed to provide a clean-look installation by concealing the overhead cabling from view.</p> |
| 5        | 1   | M7004ZP     | <p>MR450w Dock and 32-Channel Switch Collector</p> <p>The MR450w Dock and 32-Channel Switch collector provides the interface between the magnet and GEM Express Patient Table with IntelliTouch. Also included is the RF signal switching hardware that routes the input signals to the respective OpTix receivers.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 6        | 1   | S4500YH     | <p>Optima MR450w Cable Configuration - A</p> <p>To accommodate various electronic and scan room configurations and sizes, the MR450w has preset lengths of cables and connector kits to speed system installation. This cable collection is compatible with fixed and relocatable building configurations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 7        | 1   | M7000VM     | <p>Vibroacoustic Dampening Kit</p> <p>Material in the Vibroacoustic Dampening Kit can significantly attenuate the transmission of gradient-generated acoustic noise through the building structure to nearby areas, including adjacent rooms and floors above or below the MR suite. If this kit is applied during the installation of a new magnet, no additional service charges</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



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|          |     |             | are necessary. However, installation of the Vibroacoustic Dampening kit under an existing magnet requires special steps. The steps to prepare the site and steps to install, such as modifications to the RF screen room, and other magnet rigging, modifications to the RF screen room, and other finishing work, are not covered in the pricing.                                                                                                                                                                                                                                                                                                                                                           |
| 8        | 1   | M7000WL     | <p>Main Disconnect Panel</p> <p>The Main Disconnect Panel safeguards the MR system's critical electrical components, by providing complete power distribution and emergency-off control.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 9        | 1   | M3335JZ     | <p>English Keyboard</p> <p>Required for our operator console. This keyboard is ergonomically designed to keep your staff comfortable even through the longest shifts. The scan control keyboard assembly has an intercom speaker, microphone, volume controls and emergency stop switch.</p>                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 10       | 1   | M1000MW     | <p>Operator's Console Table</p> <p>Wide table designed specifically for the color LCD monitor and keyboard.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 11       | 1   | M3335CB     | <p>1.5T Calibration Phantom Kit</p> <p>This 1.5T calibration kit contains a large volume shim phantom, a daily quality assurance phantom, an echo-planar calibration phantom, and the associated loader shells.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 12       | 1   | M3335CA     | <p>Calibration Kit Phantom Holder Cart</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 13       | 1   | R32052AC    | <p>Standard service package delivered for the warranty period.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 14       | 1   | S7024CD     | <p>MSK Elite Package</p> <ul style="list-style-type: none"> <li>• MAVRIC SL</li> <li>• Cartigram</li> </ul> <p>MAVRIC SL is a new advanced magnetic resonance imaging technique for imaging soft tissue and bone near MR conditional metallic devices. MAVRIC SL is designed to greatly reduce susceptibility artifacts, compared to conventional fast spin echo techniques, and is suitable for use on all patients cleared for MR exams.</p> <p>Cartigram is a non-invasive imaging method for early detection of osteoarthritis. It quantifies the T2 relaxation of knee cartilage and can overlay the quantified parametric maps over high resolution images for clear visualization of the anatomy.</p> |





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| 15       | 1   | S7525CR     | <p>Breast Expert Package - GEM 1.5T</p> <ul style="list-style-type: none"> <li>• VIBRANT</li> <li>• 1.5T 8-channel GEM Breast Array</li> </ul> <p>VIBRANT is a fast, high resolution T1-weighted imaging sequence and application optimized for evaluation of breast tissue. VIBRANT uses parallel imaging acceleration to quickly acquire multi-phase data without compromising spatial resolution. This 3D gradient echo technique, optimized for sagittal or axial acquisitions, uses an optimized inversion pulse and dual-shimming technology that yields enhanced image contrast and robust, uniform, bilateral fat suppression.</p> <p>For improved tissue contrast, VIBRANT is compatible with Flex imaging (sold separately). VIBRANT Flex acquisition will provide a water-only, fat-only, in-phase and out of phase data sets in a single acquisition and produce images with significantly reduced chemical shift and susceptibility artifacts.</p> <p>The GEM Breast Array generates high-definition breast images, designed for optimized use with ASSET and ARC parallel imaging techniques to accelerate image acquisition for both 2D and 3D data sets. The eight element phased-array coil helps ensure excellent temporal and spatial resolution, patient after patient. The array is compatible with VIBRANT, VIBRANT Flex, IDEAL, Fast Spin Echo, Fast Gradient Echo, spectroscopy and diffusion imaging sequences, and includes a set of MR compatible biopsy grids.</p> |
| 16       | 1   | S7525DM     | <p>MR450w 1.5T GEM MSK Package</p> <ul style="list-style-type: none"> <li>• 8-channel Knee Array</li> <li>• 8-channel Foot/Ankle Array</li> <li>• 8-channel Wrist Array</li> </ul> <p>The 8-channel Transmit and Receive Knee Array is designed for high definition imaging of the knee. This array uses unique hybrid technology where separate birdcage coils are used for RF transmission and excitation, and independent receive elements. The array is compatible with PURE for uniform signal intensity, and ASSET and ARC parallel imaging method for accelerated acquisition speed.</p> <p>The 8-channel receive-only Foot/Ankle Array is designed for high-resolution and high-SNR imaging of the Foot and Ankle without compromising patient comfort.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |



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|          |     |             | <p>The 8-channel Wrist Array generates high definition images of the hand and wrist. The one-piece, ovoid, hinged design is optimal for small-FOV imaging and provides 12-cm S/I coverage. The coil can be positioned overhead or at the patient's side in either a vertical or horizontal orientation. The array is compatible with PURE processing for uniform signal intensity, and ASSET and ARC parallel imaging methods for accelerated acquisition speed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 17       | 1   | E8912CA     | <p>GE Optima MR450w Heat Exchangers - 49kW (20 Tons)</p> <p>Cooling for your GE Healthcare MR system has never been so easy. GE Healthcare has partnered with the Glen Dimplex Group, a world leader in cooling systems, to offer heat exchangers designed to meet the needs of your Discovery MR System. Now you can look to GE Healthcare for your entire MR purchase and support.</p> <p>This heat exchanger is highly reliable and the only unit verified to perform with the new platform of GE Healthcare MR systems. As part of your integrated GE Healthcare solution, you'll work with a single contact throughout the whole installation. A Project Manager of Installation will help with building layout, room designs, delivery and installation - every step until your system is ready to scan. Our team will work seamlessly with architects, contractors and your internal team to help ensure timely, cost-effective completion.</p> <p>Once your cooling system is running, you'll get fast, highly-skilled service support managed through GE Healthcare - with the same quality and response time you expect from your MR system.</p> <p><b>FEATURES AND BENEFITS</b></p> <ul style="list-style-type: none"> <li>• Designed to provide stable fully dedicated cooling for your MR system's needs</li> <li>• Water/glycol outdoor-air-cooled heat exchangers to support your highest exam volumes and your full range of diagnostic procedures</li> <li>• Redundant fluid pumps with automatic switchover let you keep operating with no loss of cooling even if one pump goes down</li> <li>• Quad compressor, dual tandem refrigeration circuit design saves on energy while your system smoothly transitions through the 10% to 100% heat load capacity cycles of patient scanning and idling</li> <li>• Quiet operation between patient exams and overnight - ideal for facilities in residential areas</li> <li>• Comes with installation support, installation visits, preventative maintenance visit and 1 full year of parts and labor warranty</li> <li>• Installation support includes: support through GE's Project Manager of Install, GE's Design Center, technical support from the Glen Dimplex company, two (2)</li> </ul> |



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|          |     |             | <p>installation visits</p> <ul style="list-style-type: none"> <li>• Comprehensive and quality service rapidly delivered through our CARES service solution</li> <li>• 65 gallons of 100% glycol concentrate for complete system filling and diluting</li> <li>• Wall mounted remote display panel provides the ability to monitor the system's operation and indicates possible system errors</li> <li>• Filter kit with flow meter helps to ensure purity of water prior to entry to the MR system</li> <li>• Highly recommended that Vibration Isolation Spring Kit (E8911CJ) be added for systems that will be roof top mounted</li> </ul> <p>SPECIFICATIONS</p> <ul style="list-style-type: none"> <li>• Net Cooling Capacity: 49 kW / 20 Ton</li> <li>• Maximum Coolant Flow: 35 gpm (132 l/m)</li> <li>• Coolant Outlet Temperature: 48 F (8.9 C)</li> <li>• Coolant Temp Stability: E 1.8 F ( E1.0 C)</li> <li>• Max Coolant Pressure : 70 Psi (4.8 Bar)</li> <li>• Refrigerant: R407C</li> <li>• Ambient Temp Range: -20 to 120 F (-30 to 50 C)</li> <li>• Condenser Air Flow (Approx): 18,000 Cfm</li> <li>• Tank Capacity: 100 gal (378 l)</li> <li>• Flow Meter Range: 4-40 gpm</li> <li>• Filters: 50 micron cartridge filters</li> <li>• Supply Voltage: 460v / 3 phase / 60 Hz</li> <li>• Coolant Connections: 2" NPTF</li> <li>• Overall Size (L x W x H) 44" x 136" x 84.5"</li> </ul> <p>COMPATIBILITY:</p> <ul style="list-style-type: none"> <li>• GE Optima MR450w 1.5T MR System</li> </ul> <p>NOTES:</p> <ul style="list-style-type: none"> <li>• Item is NON-RETURNABLE and NON-REFUNDABLE</li> </ul> |
| 18       | 1   | E8823M      | <p>Magnacoustics Genesis ULTRA Communication &amp; Music System</p> <p>The Magnacoustics Genesis ULTRA is the only MRI Communication &amp; Music System to interface directly with GE's MRI hardware and software. This allows software driven Auto Voice Commands from GE's computer to be delivered directly into the patient's</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



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|----------|-----|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          |     |             | <p>ears for breath-hold sequences. This same interface allows the Technologist to talk directly to the patient through the console Mic even while the scan is in progress. The Genesis ULTRA also features an exclusive Patient Ready Signal. By simply depressing a small button on the handheld control an audible and visual signal is transmitted to the Technologist indicating the patient's readiness for the scan to begin. This simple step streamlines the breath-hold exam which amounts to approximately 30% of all exams. Patient Handheld Volume and Media Selection Controls with Voice Feedback interface with an FM/AM stereo, CD player, and iPod interface. This distracts even the most apprehensive of your patients by allowing them to be in control of their own environment. Additionally, the Auto Gain feature automatically raises and lowers the volume level for the patient based on the Sound Pressure Level of the MRI. Magnacoustics also provides the only patented 8-driver transducer that provides the highest sound directly to the patients ears with the MagnaLink Headset System. This patented system includes a stethoscope-style headset with the MagnaPlug (replaceable earplug) that provides 29dB of attenuation and complies with GE Healthcare MR Safety Guide Operator Manual.</p> <p>The Genesis ULTRA's See-In-the-Dark GUI Electroluminescent Backlit Technologist Control Unit enhances operation in the normally low-lit MRI environment allowing the Technologist to operate the entire system with the touch of a button.</p> <p>The Genesis ULTRA includes an integral interface for fMRI with built-in input for audio stimulation and output for responses...E</p> |
| 19       | 1   | E8803BE     | <p>Physician's Chair with Padded Arms</p> <p>Physician's chair has padded arms for comfort and comes in a charcoal gray color that blends with any environment. Chair adjusts from 16.75 in. to 21 in. (42.5 cm x 53.3cm) and is only for use in the MR Control Room. Weighs 45 lbs.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 20       | 2   | W0100MR     | <p>7 Day MR TiP Onsite System Training</p> <p>MR Onsite Training for a new MR system</p> <ul style="list-style-type: none"> <li>• One 4 day onsite visit to coincide with system start-up.</li> <li>• One 3 day onsite follow-up visit 6-8 weeks post system start up.</li> </ul> <p>During the first visit, the applications specialist will work with the medical and technical staff on system operation and patient procedures. The training produces the best results when a dedicated core group of 2-4 MR technologists complete the session with a modified patient schedule. It is suggested that key physicians are available to participate in the protocol implementation and image quality review sessions. By the end of this visit, the core group should be able to perform the routine patient procedures.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |



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|----------|-----|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          |     |             | <p>The 3 day revisit is suggested after the staff has run the system for 6-8 weeks, however this is flexible based on the site needs. The training will focus on the intermediate and advanced functions of the system or special needs of the customer. The training produces the best results when the same dedicated core group of 2-4 MR technologists from the initial visit complete the session with a modified patient schedule.</p> <p>This training program must be scheduled and completed within 12 months after the date of product delivery.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|          | 1   |             | PDC Caring Suite & Electronics \$101,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|          | 1   |             | NonProducts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 21       | 1   |             | PDC Caring Suite Electronics \$101,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|          | 1   |             | POWER QUALITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|          | 1   |             | POWER QUALITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 22       | 1   | E4504CH     | 150 KVA UPS Bypass Panel (Use With E4502FD/ E4505MB)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|          |     |             | <p>FEATURES/BENEFITS</p> <ul style="list-style-type: none"> <li>• The 150 kVA UPS Bypass Panel feeds power to the GE Digital Energy 150 kVA UPS in the normal mode and enables an imaging system to operate when the UPS is in the manual bypass mode for routine servicing of the UPS or in the event of UPS failure</li> <li>• The UPS input and output breakers provide branch overcurrent protection, a disconnection means and OSHA lockout/tagout provisions</li> <li>• The bypass breaker includes a control contact which interfaces with the UPS to switch into static bypass</li> <li>• Each circuit breaker is permanently identified by function for ease of operation</li> <li>• Reduces installation time and cost by providing a pre-designed and tested system eliminating the need to mount and wire a number of individual components</li> <li>• Standardized design and testing assures high product quality and system reliability</li> </ul> <p>SPECIFICATIONS</p> <ul style="list-style-type: none"> <li>• Dimensions (H x W x D): 65.87" x 31" x 11.5"</li> <li>• Weight: 350 lbs.</li> </ul> |



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|----------|-----|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          |     |             | <ul style="list-style-type: none"> <li>Mounting: Four 0.5" square mounting holes provided</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|          |     |             | <p>COMPATIBILITY</p> <ul style="list-style-type: none"> <li>Use with GE Digital Energy 150 kVA UPS (E4502FD)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 23       | 1   | E4502FD     | <p>GE Digital Energy 5000 Series 150 KVA - X-Ray, MR450, MR750 Systems</p> <p>The GE Digital Energy SG Series is one of the best performing and most reliable three-phase UPS systems providing critical power protection for medical imaging systems. The SG Series UPS was developed using GE's Design for Six Sigma methodology ensuring that the product fully meets customer requirements and expectations. It produces extremely low output voltage distortion during step loads from 0-100% thus making it ideal for diagnostic imaging systems. Its superior performance enables GE to correctly size the UPS for the application resulting in significant savings in initial and life cycle costs compared to other systems.</p> <p>FEATURES/BENEFITS</p> <ul style="list-style-type: none"> <li>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</li> <li>This 3 Phase, Online Double Conversion UPS eliminates all power anomalies such as noise, transients, over-voltage, and under-voltage, which could damage the imaging system's sensitive computer components</li> <li>Improves imaging system reliability, reduces service costs, and increases system uptime</li> <li>Superior UPS technologies include: <ul style="list-style-type: none"> <li>Superior dynamic load handling capability offers you a cost-effective solution with reduced lifecycle costs and a reduced footprint</li> <li>Extremely low output voltage distortion reduces the need for over-sizing the UPS (up to 14% smaller footprint)</li> <li>Space vector modulation resulting in faster response and higher efficiency</li> <li>Output isolation transformer separates the utility power from the load providing greater critical power protection</li> <li>Superior battery management enhances the life of the battery and reduces operational costs</li> <li>Input 5th harmonic filter reduces the input distortion to less than 7%.</li> </ul> </li> <li>SNMP Card included which allows the UPS to be managed using an existing Network Management System or with GE Digital Energy's exclusive UPS management software</li> </ul> |



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- Recommended with 150 KVA Bypass Panel (E4504CH), sold separately

**SPECIFICATIONS**

- Dimensions (H x W): 71" x 47.25"
- Weight: 2161 lbs.
- Voltage: 480VAC, 3 phase, 4 wire + ground
- Frequency: 60 Hz

**COMPATIBILITY**

- X-Ray Systems, Cath Lab, MR450 1.5T and MR750 3.0T

**NOTES:**

- Customer is responsible for rigging and arranging for installation with a certified electrician
- ITEM IS NON-RETURNABLE AND NON-REFUNDABLE

**Quote Summary:**

**Total Quote Net Selling Price** **\$1,362,398.83**

(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price Includes Trade In allowance, if applicable. )



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## Options

(These items are not included in the total quotation amount)

| Item No. | Qty | Catalog No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Ext Sell Price |         |
|----------|-----|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------|
| 24       | 1   | E8810MD     | <p><b>Optima MR450w 1.5T GEM - ES Silent</b><br/>Protecting your MR environment from ferromagnetic hazards is a priority for medical imaging facilities. Ferroguard ferromagnetic detection systems are now available through GE Healthcare and can provide monitoring options for your MR workspace</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$26,400.00    | X _____ |
| 25       | 1   | E8804SB     | <p><b>Medrad Spectris Solaris EP MR Injection System</b><br/>Medrad Spectris Solaris EP MR injector for use use in all MR scanner field strengths up to and including 3.0T. Optimized touch-screen for fewer keystrokes, KVO (keep vein open) allows patient to be prepared before beginning the scan. Larger 115 ml saline syringe for longer KVO or multiple flushes. Includes cables and starter kit...E</p> <p>NOTE: GE is responsible for unpacking, assembly, and installation of equipment. Medrad will be available for technical assistance by phone at (412)767-2400. An additional charge will apply for on-site installation assistance. Medrad will be responsible for operational checkout, final calibration, in-service of the equipment, and initial applications training. Please contact the local Medrad office two weeks in advance of installation.</p> | \$39,500.00    | X _____ |

(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price Includes Trade In allowance, if applicable. )





## General Terms and Conditions

### GE Healthcare

These GE Healthcare General Terms and Conditions supplement and incorporate by reference the GE Healthcare Quotation that identifies the Product and/or Service offering purchased or licensed by Customer and the following documents, as applicable, if attached to or referenced in the Quotation: the GE Healthcare (i) Warranty(ies); (ii) Additional Terms and Conditions or Statement of Service Deliverables and Product Schedule; and (iii) Product or Service Terms and Conditions, (collectively, referred to as the "Agreement").

References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation. References herein to "Healthcare IT Products" are (i) those software products identified in the Quotation as a "Centricity" product, any third party software licensed for use in connection with the Centricity software, all hardware used to operate the Centricity or the third party software, and services provided with respect to the implementation, installation or support and maintenance of the Centricity or the third party software, and/or (ii) any software, product or service that is included in a Quotation which Quotation is designated as an "Healthcare IT Quotation".

#### 1. General Terms.

1.1. Confidentiality. Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare's (and GE Healthcare's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare) or as is required by the U.S. Federal government in its capacity as a customer. The receiving party shall have no obligation with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure. GE Healthcare understands that Customer may be subject to State Open Records laws. Customer shall not be prohibited from complying with such Open Records laws if required to do so; however, Customer shall (a) promptly notify GE Healthcare in writing of any such Open Records laws requests, (b) give GE Healthcare sufficient time to challenge the request or redact any necessary information to the extent permitted by law, and (c) only provide such information as is necessary to comply with such Open Records laws.

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

1.3. Force Majeure. Neither party is liable for delays or failures in performance (other than payment obligations) under this Agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.

1.4. Assignment; Use of Subcontractors. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignee agrees, in writing, to be bound by the terms of this Agreement, including the payment of any existing or outstanding fees and invoices. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall not be terminable in the event of any Customer stock or asset sale, merger, acquisition or change in control, unless otherwise expressly agreed to in writing by GE Healthcare. GE Healthcare may hire subcontractors to perform work under this Agreement (including, but not limited to, work that involves access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI")), provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.

1.5. Amendment; Waiver; Survival. This Agreement may be amended only in writing signed by both parties. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.

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

1.7. Entire Agreement and Waiver of Reliance. This Agreement constitutes the complete and final agreement of the parties relating to the Products and/or Services identified in the Quotation. The parties agree that they have not relied, and are not relying, on any oral or written promises, terms, conditions, representations or warranties, express or implied, outside those expressly stated or incorporated by reference in this Agreement. No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing and signed by authorized representatives of both parties. Each party objects to any terms inconsistent with this Agreement proposed by either party unless

agreed to in writing and signed by authorized representatives of both parties, and neither the subsequent lack of objection to any such terms, nor the delivery of the Products and/or Services, shall constitute an agreement by either party to any such terms. The parties agree that any provision in this Agreement in 'all caps' type satisfies any requirements at law or in equity that provisions be conspicuously marked.

## 2. Compliance.

2.1. Generally. Each party will comply with the requirements of Federal and State laws and regulations that are applicable to such party. This Agreement is subject to GE Healthcare's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE OR MAY BE SUBJECT TO REGULATION BY THE FDA AND OTHER FEDERAL OR STATE AGENCIES. CUSTOMER SHALL NOT USE OR PERMIT THE PRODUCTS TO BE USED IN ANY MANNER THAT DOES NOT COMPLY WITH APPLICABLE FDA OR OTHER REGULATIONS OR FOR ANY NON-MEDICAL, ENTERTAINMENT, OR AMUSEMENT PURPOSES. Customer shall not use or permit the Product to be used or operated by any person who does not have sufficient knowledge to competently perform the required task and who is not fully trained on the operation of the Product. Customer is solely responsible for ensuring that Customer and its employees, licensed and unlicensed healthcare staff, representatives, agents and/or contractors who operate, maintain and/or have access to the Products and/or Services, excluding GE Healthcare employees, representatives, agents and/or contractors ("Customer Personnel") are properly trained and fully competent on the operation of the Product. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which GE Healthcare delivers the Products.

2.2. Cost Reporting. Customer represents and warrants that it shall comply with (a) the applicable requirements of the Discount Statutory Exception, 42 U.S.C. 1320a-7b(b)(3)(A), and the Discount Safe Harbor, 42 C.F.R. § 1001.952(h), with respect to any discounts Customer may receive under this Agreement and (b) the Warranties Safe Harbor, 42 C.F.R. § 1001.952(g), with respect to any price reductions of an item (including a free item) which were obtained as part of a warranty under this Agreement. Customer agrees that, if Customer is required to report its costs on a cost report, then (i) the discount must be based on purchases of the same good bought within a fiscal year; (ii) Customer must claim the benefit in the fiscal year in which the discount is earned or in the following year; (iii) Customer must fully and accurately report the discount in the applicable cost report; and (iv) Customer must provide, upon request, certain information required to be provided to Customer by GE Healthcare as a seller or offeror, as appropriate. If Customer is an individual or entity in whose name a claim or request for payment is submitted for the discounted items, the discount must be made at the time of the sale of the good; and Customer must provide, upon request, certain information required to be provided to Customer by GE Healthcare as a seller or offeror, as appropriate. GE Healthcare agrees to comply with the applicable requirements for sellers or offerors under the Discount Safe Harbor, as appropriate.

2.3. Network Security and Site Access Control. Customer shall be solely responsible for establishing and maintaining network security, virus protection, backup and disaster recovery plans for any data, images, software or equipment. GE Healthcare shall not be responsible for any recovery of lost data or images. Customer shall comply with all applicable laws and regulations related to site access control.

2.4. Environmental Health and Safety. GE Healthcare shall have no obligation to provide Products and/or perform Services until Customer (i) provides and maintains a suitable, safe and hazard-free location and environment for the GE Healthcare Products and personnel performing Services in material compliance with all applicable Federal, State, and local requirements, as well as any written requirements provided by GE Healthcare; (ii) performs GE Healthcare recommended routine maintenance and operator adjustments on the Product; and (iii) ensures that any service not provided by GE Healthcare is performed, and GE Healthcare Products are used, in accordance with applicable user documentation.

Customer shall provide written information to GE Healthcare personnel who will be present on Customer's site about Customer's safety procedures and practices as well as a list of any hazardous materials, such as asbestos, lead or mercury, on or near Customer's site that GE Healthcare personnel may come in contact with and any associated Safety Data Sheets. Customer shall be responsible for taking all necessary actions to properly abate, remove and/or remediate any hazardous conditions or materials, including removing blood, body fluids and other potentially infectious materials. GE Healthcare shall have no responsibility to abate, or liability for, any existing hazardous conditions at Customer site. Customer shall be responsible for proper management, storage and disposal of all service and/or installation-related waste, unless GE Healthcare is legally required to take back the materials (e.g., batteries, WEEE, packaging).

2.5. Parts Not Supplied By GE Healthcare. GE Healthcare recommends the use of parts that it has (i) validated through configuration and (ii) received from authorized suppliers. GE Healthcare is not responsible for the quality of parts supplied by third parties to Customer. GE Healthcare cannot assure Product functionality or performance when non-GE Healthcare parts are used on the Product.

2.6. Training. Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training offerings and terms. Customer agrees that completion of GE Healthcare's training offerings does not guarantee that Customer and Customer Personnel are fully and completely trained on the use, maintenance, and operation of the Product or that completion of GE Healthcare's training will satisfy any licensure and/or accreditation standards. Customer further agrees that it is Customer's sole and non-delegable duty to ensure that Customer and Customer Personnel are properly trained on and fully qualified in the use and operation of the Product. Unless otherwise stated in the training catalog description, training must be completed by Customer within twelve (12) months after (i) the date of Product delivery for training purchased with Products; (ii) the start date for Services for training purchased with Services; or (iii) the date Customer purchases training if such training is not purchased with Products and/or Services. If training is not completed within the applicable time period due to no fault of GE Healthcare, GE Healthcare's obligation to provide the training will expire without refund.

2.7. Medical Diagnosis and Treatment. All clinical and medical treatment and/or diagnostic decisions are the sole responsibility of Customer and Customer Personnel. Customer agrees that GE Healthcare is in no way responsible for the clinical and medical treatment and/or diagnostic decisions made by Customer and Customer Personnel.

## 2.8. Use of Data.

(a) Protected Health Information. To the extent GE Healthcare creates, receives, maintains, transmits or otherwise has access to any PHI in the course of performing under this Agreement, GE Healthcare shall only use and disclose such PHI as permitted by the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191 (August 21, 1996), its implementing regulations, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act and its implementing regulations (collectively, "HIPAA"), and the applicable Business Associate Agreement between the Parties.

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

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

2.10. Insurance. GE Healthcare shall maintain insurance coverage in accordance with its standard certificate of insurance, a copy of which is available upon Customer's request.

2.11. Excluded Provider. GE Healthcare represents that, to its knowledge, neither it nor its employees performing services under this Agreement have been excluded from participation in any Federal Healthcare Program. In the event an employee performing services under this Agreement is excluded, GE Healthcare will replace such employee within a commercially reasonable time. In the event GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

## 3. Disputes; Liability; and Indemnity.

3.1. Waiver of Jury Trial. UNLESS OTHERWISE EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

3.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES, OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.3. Exclusion of Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.4. IP Indemnification. GE HEALTHCARE WILL DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER FROM ANY THIRD PARTY CLAIMS FOR INFRINGEMENT OF UNITED STATES INTELLECTUAL PROPERTY RIGHTS ARISING FROM CUSTOMER'S USE OF GE HEALTHCARE MANUFACTURED EQUIPMENT AND/OR GE HEALTHCARE PROPRIETARY SOFTWARE LISTED IN THE QUOTATION (COLLECTIVELY, "INFRINGEMENT PRODUCT") IN ACCORDANCE WITH THEIR SPECIFICATIONS AND WITHIN THE LICENSE SCOPE GRANTED IN THIS AGREEMENT. IF ANY SUCH CLAIM MATERIALLY INTERFERES WITH CUSTOMER'S USE OF SUCH EQUIPMENT AND/OR SOFTWARE, GE HEALTHCARE SHALL, AT ITS OPTION: (I) SUBSTITUTE FUNCTIONALLY EQUIVALENT NON-INFRINGEMENT PRODUCTS; (II) MODIFY THE INFRINGING PRODUCT SO THAT IT NO LONGER INFRINGES BUT REMAINS FUNCTIONALLY EQUIVALENT; (III) OBTAIN FOR CUSTOMER AT GE HEALTHCARE'S EXPENSE THE RIGHT TO CONTINUE TO USE THE INFRINGING PRODUCT; OR (IV) IF THE FOREGOING ARE NOT COMMERCIALY REASONABLE, REFUND TO CUSTOMER THE PURCHASE PRICE, AS DEPRECIATED (BASED ON FIVE (5) YEAR STRAIGHT-LINE DEPRECIATION), FOR THE INFRINGING PRODUCT. ANY SUCH CLAIMS ARISING FROM CUSTOMER'S USE OF SUCH INFRINGING PRODUCT AFTER GE HEALTHCARE HAS NOTIFIED CUSTOMER TO DISCONTINUE USE OF SUCH INFRINGING PRODUCT AND OFFERED ONE OF THE REMEDIES SET FORTH IN CLAUSES (I) THROUGH (IV) ABOVE ARE THE SOLE RESPONSIBILITY OF CUSTOMER. THIS SECTION REPRESENTS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY (AND GE HEALTHCARE'S SOLE AND EXCLUSIVE LIABILITY) REGARDING ANY INFRINGEMENT CLAIM ASSOCIATED WITH SUCH INFRINGING PRODUCT. THE ABOVE INDEMNIFICATION OBLIGATION IS CONDITIONAL UPON CUSTOMER PROVIDING GE HEALTHCARE PROMPT WRITTEN NOTICE OF THE INFRINGEMENT CLAIM AFTER RECEIVING NOTICE OF SUCH CLAIM, ALLOWING GE HEALTHCARE TO CONTROL THE DEFENSE OF SUCH CLAIM, AND REASONABLY COOPERATING WITH GE HEALTHCARE IN SUCH DEFENSE. GE HEALTHCARE'S RIGHT TO CONTROL THE DEFENSE AND DISPOSITION OF THE INFRINGEMENT CLAIM SHALL INCLUDE THE RIGHT TO SELECT COUNSEL TO REPRESENT CUSTOMER AT GE HEALTHCARE'S EXPENSE; PROVIDED, HOWEVER, THAT CUSTOMER MAY RETAIN ADDITIONAL COUNSEL AT CUSTOMER'S EXPENSE. ANY EXPENSES, INCLUDING LEGAL FEES AND COSTS, INCURRED BY CUSTOMER PRIOR TO TENDERING CONTROL OF THE DEFENSE TO GE HEALTHCARE SHALL NOT BE REIMBURSABLE BY GE HEALTHCARE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, GE HEALTHCARE SHALL NOT HAVE ANY OBLIGATION TO CUSTOMER HEREUNDER FOR INFRINGEMENT CLAIMS BASED ON OR RESULTING FROM: (A) USE OF SUCH INFRINGING PRODUCT IN COMBINATION WITH ANY COMPUTER SOFTWARE, TOOLS, HARDWARE, EQUIPMENT, MATERIALS, OR SERVICES, NOT FURNISHED OR AUTHORIZED IN WRITING FOR USE BY GE HEALTHCARE; (B) USE OF SUCH INFRINGING PRODUCT IN A MANNER OR ENVIRONMENT OR FOR ANY PURPOSE FOR WHICH GE HEALTHCARE DID NOT DESIGN OR LICENSE IT, OR IN VIOLATION OF GE HEALTHCARE'S USE INSTRUCTIONS; OR (C) ANY MODIFICATION OF SUCH INFRINGING PRODUCT BY CUSTOMER OR ANY THIRD PARTY. GE HEALTHCARE SHALL NOT BE RESPONSIBLE FOR ANY COMPROMISE OR SETTLEMENT OR

CLAIM MADE BY CUSTOMER WITHOUT GE HEALTHCARE'S WRITTEN CONSENT. THIS INDEMNIFICATION OBLIGATION IS EXPRESSLY LIMITED TO THE GE HEALTHCARE MANUFACTURED EQUIPMENT AND/OR GE HEALTHCARE PROPRIETARY SOFTWARE LISTED IN THE QUOTATION.

**3.5. General Indemnification.** GE HEALTHCARE AGREES TO RELEASE, INDEMNIFY AND HOLD CUSTOMER HARMLESS FOR ANY THIRD PARTY DAMAGES CUSTOMER BECOMES LEGALLY OBLIGATED TO PAY RELATED TO BODILY INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT THAT SUCH DAMAGES ARE DETERMINED TO BE PROXIMATELY CAUSED BY A MANUFACTURING DEFECT, DESIGN DEFECT, NEGLIGENT FAILURE TO WARN, NEGLIGENT INSTALLATION, OR NEGLIGENT SERVICE WITH RESPECT TO PRODUCTS DESIGNED AND MANUFACTURED BY GE HEALTHCARE AND SUPPLIED TO CUSTOMER UNDER THIS AGREEMENT. GE HEALTHCARE SHALL HAVE NO OBLIGATION TO RELEASE, INDEMNIFY AND HOLD CUSTOMER HARMLESS FOR ANY DAMAGES CAUSED BY (I) CUSTOMER'S FAULT OR ANY LEGAL EXPENSES INCURRED BY CUSTOMER IN DEFENDING ITSELF AGAINST SUITS SEEKING DAMAGES CAUSED BY CUSTOMER'S FAULT AND/OR (II) ANY MODIFICATION, CHANGES AND/OR ALTERATIONS TO THE GE HEALTHCARE PRODUCT BY CUSTOMER OR A THIRD PARTY NOT AUTHORIZED OR APPROVED IN WRITING BY GE HEALTHCARE.

CUSTOMER AGREES TO RELEASE, INDEMNIFY AND HOLD GE HEALTHCARE HARMLESS FROM ANY THIRD PARTY DAMAGES THAT GE HEALTHCARE BECOMES LEGALLY OBLIGATED TO PAY RELATED TO BODILY INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT THAT SUCH DAMAGES ARE DETERMINED TO BE PROXIMATELY CAUSED BY CUSTOMER'S AND/OR CUSTOMER PERSONNEL (I) MEDICAL DIAGNOSIS OR TREATMENT DECISIONS; (II) MISUSE OR NEGLIGENT USE OF THE PRODUCT; AND/OR (III) USE OF THE PRODUCT IN A MANNER OR ENVIRONMENT, OR FOR ANY PURPOSE, FOR WHICH GE HEALTHCARE DID NOT DESIGN IT, OR IN VIOLATION OF GE HEALTHCARE'S RECOMMENDATIONS OR INSTRUCTIONS ON USE.

THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 3.5 ARE CONDITIONAL UPON THE INDEMNIFIED PARTY PROVIDING THE INDEMNIFYING PARTY PROMPT WRITTEN NOTICE OF THE THIRD-PARTY CLAIM AFTER RECEIPT OF NOTICE OF SUCH CLAIM, ALLOWING THE INDEMNIFYING PARTY TO CONTROL THE DEFENSE AND DISPOSITION OF SUCH CLAIM, AND REASONABLY COOPERATING WITH THE INDEMNIFYING PARTY IN THE DEFENSE. THE INDEMNIFYING PARTY SHALL NOT BE RESPONSIBLE FOR ANY COMPROMISE MADE BY THE INDEMNIFIED PARTY OR ITS AGENTS WITHOUT THE INDEMNIFYING PARTY'S CONSENT.

#### **4. Payment and Finance.**

**4.1. Generally.** The payment and billing terms for the Product(s) and/or Service(s) are stated in the Quotation.

**4.2. Late Payment.** Failure to make timely payment is a material breach of this Agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under the GE Healthcare agreement at issue or suspend the provision of support and maintenance or licenses for the Product(s) licensed or sold under that agreement until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits and/or unapplied cash that may be due to Customer under an agreement may be applied first to any outstanding balance. If Customer has a good faith dispute regarding payment for a particular Product (or subsystem thereof) or Service, Customer shall notify GE Healthcare in writing of such dispute within twenty (20) days of the invoice date and shall work with GE Healthcare in good faith to promptly resolve such dispute. GE Healthcare may revoke credit extended to Customer and designate Customer and all agreements with Customer to be on credit hold because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent shipments and Services shall be paid in full on receipt.

**4.3. Taxes.** Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes ("Taxes"). Customer shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest or penalty by any taxing authority, Customer shall reimburse GE Healthcare for any such Taxes, including any interest or penalty assessed thereon. Each party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.

**5. Loaner Systems.** If GE Healthcare provides a loaner system ("Loaner") to Customer pursuant to the terms of this Agreement, such Loaner shall be subject to the following provisions: (i) the Loaner shall be for Customer's temporary use, and Customer agrees to keep the Loaner at the location identified in the Quotation, and shall not move the Loaner to another location without GE Healthcare's prior written consent; (ii) Customer agrees to return the Loaner to GE Healthcare on or before the date on which GE Healthcare returns Customer's Product to Customer, and if Customer does not return the Loaner within such time period, GE Healthcare may repossess the Loaner with ten (10) days prior written notice or invoice Customer for the full list price of the Loaner; (iii) the Loaner, and all programs, information, data, business information, or other information pertaining to such Loaner shall remain GE Healthcare property; (iv) title remains with GE Healthcare, but risk of loss passes to Customer upon delivery of the Loaner; (v) Customer agrees to maintain the Loaner in proper operating condition and in accordance with GE Healthcare's operating instructions and return it to GE Healthcare in this condition, normal wear and tear excepted; (vi) Customer will not repair, or permit others to repair, the Loaner without the prior written consent of GE Healthcare; (vii) Customer agrees to furnish GE Healthcare reasonable access to the Loaner with prior notification; (viii) as Customer does not own the Loaner and is not paying GE Healthcare for its use, it is Customer's responsibility to ensure that any charge or claim submitted by Customer to a government healthcare program or patient is submitted accordingly; (ix) prior to returning the Loaner to GE Healthcare, Customer shall ensure the complete deletion of any and all information, including PHI, that may have been stored in the Loaner, or any of its accessories; (x) such deletion shall be completed in accordance with any user instructions provided by GE Healthcare and/or industry standards; (xi) in the event Customer is unable for technical reasons to complete the deletion, Customer shall provide immediate notice of this to GE Healthcare, and GE Healthcare staff shall use commercially reasonable efforts to facilitate the deletion of information; (xii) Customer agrees to indemnify GE Healthcare for any loss whatsoever resulting from any information that is not removed from the Loaner and GE Healthcare shall have no obligations whatsoever in connection with any information that is not properly removed from such Loaner by Customer. It is within GE Healthcare's sole discretion to provide Customer with a Loaner while warranty or Service repairs are ongoing. This provision is not applicable to GE Healthcare IT Products.



## Product Terms and Conditions

### GE Healthcare

These GE Healthcare Product Terms and Conditions supplement and incorporate by reference (i) the GE Healthcare Quotation that identifies the Product offering purchased or licensed by Customer; (ii) the following documents, as applicable, if attached to or referenced in the Quotation: the GE Healthcare (a) Warranty(ies) and (b) Additional Terms and Conditions; and (iii) the GE Healthcare General Terms and Conditions, (collectively, referred to as the "Agreement").

#### 1. Commercial Logistics.

##### 1.1. Order Cancellation and Modifications.

1.1.1. Cancellation and Payments. If Customer cancels an order at any time without GE Healthcare's prior written consent, GE Healthcare has the right to charge Customer a cancellation fee of up to one-and-one-half percent (1.5%), with a maximum amount of up to \$5,000, of the price of the Products ordered. If the cancellation occurs less than thirty (30) days prior to the scheduled delivery date of any portion of the order, GE Healthcare has the right to charge Customer a cancellation fee of up to ten percent (10%), with a maximum amount of up to \$50,000, of the price of the Products ordered. GE Healthcare will retain as a credit any payments received up to the amount of the cancellation charge. If Customer cancels an order for Products for which GE Healthcare has provided site evaluation services, Customer will also pay GE Healthcare reasonable charges for such services performed prior to cancellation. If applicable for the order, Customer will pay all progress payments (other than the final payment) prior to final Product calibration, and GE Healthcare may, at its option, delay final calibration until required progress payments are received. If Customer fails to schedule a delivery date with GE Healthcare within six (6) months after order entry, GE Healthcare may cancel Customer's order upon written notice to Customer. For the avoidance of doubt, GE Healthcare IT Product Quotations and orders are non-cancellable.

1.1.2. Order Modifications. No modifications may be made to an order without GE Healthcare's prior written consent. The Product configuration listed in the Quotation is based upon information furnished to GE Healthcare by Customer, and Customer is responsible to provide and pay for modifications, if any, to the configuration due to inaccuracies or incompleteness of the information furnished to GE Healthcare by Customer, changes in Customer's needs or requirements, or for other reasons attributable to Customer.

1.1.3. Exchanges and Substitutions. Prior to acceptance as defined in [Section 1.5](#) below, GE Healthcare may, in its sole and reasonable discretion, exchange or substitute installation-related items having similar features, functionality and pricing as the originally delivered installation item that result in no price change to the Customer. This section shall not apply to Healthcare IT Products.

1.1.4. Used Product Orders. Products identified as pre-owned, refurbished, remanufactured or demonstration Products have been previously used ("Used Products"); they are not new. When delivered and/or released to Customer, such Used Products may have received reconditioning, as necessary, to meet GE Healthcare performance specifications. Since Used Products may be offered simultaneously to several customers, their sale to Customer is subject to their availability. If the Used Products are no longer available, (i) GE Healthcare will attempt to identify other Used Products in its inventory that meet Customer's needs, and (ii) if substitute Used Products are not acceptable to Customer, GE Healthcare will cancel the order and refund any deposit Customer has paid for such Used Products.

1.2. Site Preparation. If applicable, Customer will be responsible, at its sole expense, for evaluating and preparing the site where the Products will be installed in accordance with GE Healthcare's site preparation requirements and applicable laws. Customer must provide GE Healthcare with prompt written notice if Customer is unable to prepare the site before the mutually agreed installation date. Upon receipt of such notice, GE Healthcare will reschedule the installation to a mutually agreed date. Customer shall be liable for any costs or expenses GE Healthcare or its representatives incur resulting from Customer's failure to provide GE Healthcare with timely notice of Customer's failure to properly prepare the site. GE Healthcare may, in its discretion, delay delivery or installation if GE Healthcare determines that the site has not been properly prepared or there are any other impediments to installation; provided that GE Healthcare gives Customer written notice of such delay stating the reasons therefor. If GE Healthcare provides site evaluation services, such services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GE Healthcare's applicable site preparation requirements.

##### 1.3. Transportation, Title and Risk of Loss; Delivery; Returns.

1.3.1. Transportation, Title and Risk of Loss. Unless otherwise indicated in the Quotation, shipping terms are FOB Destination. Title and risk of loss to equipment passes to Customer upon delivery to Customer's designated delivery location. Software is licensed to Customer; no title to or other ownership interest in such software passes to Customer.

1.3.2. Delivery. When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. At the time of such delivery, Customer will pay GE Healthcare for any amounts due upon delivery. As a matter of convenience, GE Healthcare may invoice multiple installment deliveries on a consolidated basis; however, this does not release Customer from the obligation to pay for each installment delivery provided by GE Healthcare. Delivery dates are approximate. For GE Healthcare software or documentation, delivery means the first to occur of: (i) communication to Customer through electronic means that allows Customer to take possession of the first copy or product master or (ii) delivery to Customer's designated delivery location.

1.3.3. Product Returns. Customer shall not have any right to return Products for a refund after delivery except for products shipped in error that are different from the Products listed in the Quotation.

1.3.4. Replaced Component Returns. Except for Healthcare IT Products, for upgrades and revisions Customer agrees to return any replaced component to GE Healthcare at no charge to GE Healthcare.

1.4. Installation, Certification and Professional Services. GE Healthcare will provide Product assembly, installation and calibration, as required, at no additional charge, except (i) for items excluded herein and/or (ii) as otherwise indicated in the Quotation. If installation services are identified in the Quotation, GE Healthcare will perform such services from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, in accordance with applicable GE Healthcare installation guides and/or project plans. After hours installation is available for an additional fee. Customer will review the applicable GE Healthcare installation guides and/or project plans, and perform Customer's obligations as set forth in those materials. Upon completion of assembly, installation and calibration of the Products, as applicable, GE Healthcare will perform prescribed tests using its own performance specifications, instruments and procedures to verify that the Products meet GE Healthcare's applicable performance specifications.

1.4.1. Customer-Supplied Items.

- Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties.
- For Products that will be operated on or in connection with Customer supplied hardware or software, Customer is responsible for ensuring that such hardware and software conform to GE Healthcare's minimum hardware and software requirements as made available to Customer.
- Unless GE Healthcare has agreed in writing to maintain responsibility for an applicable service, Customer will be responsible for enabling the connectivity and interoperability between Customer-supplied hardware or software or other systems or devices and the Product, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with GE Healthcare's written specifications.
- Unless otherwise agreed in writing by GE Healthcare, Customer is solely responsible for the (i) performance of and payment for any applicable rigging and/or facility costs and (ii) installation of accessory items.
- If applicable for the Product, electrical wiring and outlets, computer network infrastructure, conduit, cabinetry modification, wall mounts, ventilation and any other site preparation are not included in the purchase price and are the responsibility of Customer, unless otherwise agreed in writing by GE Healthcare.

1.4.2. Network. Unless Customer has elected to purchase network preparation and certification Services from GE Healthcare as set forth in the Quotation, Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the Products and otherwise meets GE Healthcare's written network configuration requirements.

1.4.3. License, Permits, and Approvals. Customer shall obtain and maintain all licenses, permits and other approvals necessary for installation, use and disposal/recycling of the Products, including, but not limited to, any government licenses required to use radioactive sources for Products that require the use of such sources. GE Healthcare will ship such sources to Customer only after Customer provides GE Healthcare with satisfactory evidence that Customer has obtained all required licenses for such sources. In addition, Customer will provide all radioactive sources for calibration and performance checks of Products that require the use of such sources. GE Healthcare will file any required Federal and State reports relating to its installation activities. GE Healthcare will not install, test, certify or provide its own software license or warranty for Products that are not listed in its on-line catalog or price pages at the time of sale (such Products are normally identified by NL or NW series numbers), unless otherwise agreed in writing by GE Healthcare.

1.4.4. Non-GE Healthcare Labor. If local labor conditions make it impractical to, or GE Healthcare is directed not to, use GE Healthcare's employees or pre-qualified contractors for the installation, all work will be performed by Customer's laborers or outside labor at Customer's expense; provided that GE Healthcare will, at Customer's request, furnish guidance for installation. GE Healthcare is not responsible for the quality or adequacy of any work performed by any party other than GE Healthcare or its pre-qualified contractors.

1.4.5. Non-GE Healthcare Installation. For Products that GE Healthcare is obligated to install under the terms of this Agreement, if GE Healthcare delivers the Product but fails to perform its installation obligations, then in such event Customer shall nevertheless be obligated to pay GE Healthcare an amount equal to (a) the Product purchase price set forth in the Quotation, if the Product purchase price and the installation Services price are shown as separate line items in the Quotation, or (b) if the Product purchase price and installation Services price are not shown as separate line items in the Quotation, then the Product purchase price less the fair market value of the applicable installation Services, taking into account the type of Product and level of installation required ("Installation Service FMV"). An independent third party shall determine the Installation Service FMV. Notwithstanding any other provision of this Agreement to the contrary, either the discharge of Customer's obligation to pay for installation Services shown as a separate line item(s) in the Quotation or the deduction of the Installation Service FMV, as applicable, shall be Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) in the event GE Healthcare fails to perform its installation obligations under this Agreement.

1.4.6. Information Technology Professional Services ("ITPS"). ITPS must be performed within twelve (12) months of the later of the date (i) Customer orders ITPS or (ii) of Product delivery, ("ITPS Performance Date"). If ITPS is not performed within twelve (12) months of the ITPS Performance Date for reasons other than GE Healthcare's failure to perform, GE Healthcare's ITPS performance obligation will expire without refund. ITPS includes clinical applications training, project management, HL7/HIS systems integration, database conversion, network design and integration and separately cataloged software installations. This section shall not apply to Healthcare IT Products.

1.5. Acceptance. Unless expressly provided otherwise in this Agreement, Customer shall be deemed to have accepted a Product delivered by GE Healthcare under this Agreement on the earlier of: (i) if GE Healthcare installs the Product, five (5) days after GE Healthcare notifies Customer that it has completed assembly and the Product is operating substantially in accordance with GE Healthcare's published performance specifications; (ii) if GE Healthcare does not install the Product, five (5) days after delivery of the Product to Customer; or (iii) the date Customer first uses the Product for patient use.

1.6. Warranties. Product warranties (if applicable) are set forth in the GE Healthcare warranty forms delivered with the Quotation. GE Healthcare may use refurbished parts in new Products. Any part for which GE Healthcare has supplied a replacement (excluding biomed parts, which shall be properly disposed of by Customer) shall become GE Healthcare property.

1.7. Third Party Products and Services. If GE Healthcare has agreed to provide any third party products and/or services (other than GE Healthcare accessories and supplies) to Customer as part of the Quotation, including but not limited to any Commitment Account/Non-Inventory Items, (i) GE Healthcare is acquiring such products and/or services on Customer's behalf and not as a supplier of such products and/or services, (ii) GE Healthcare provides no warranties or indemnification of any kind, express or implied, with respect to such products and/or services (warranties or indemnification, if any, on such products and/or services will be provided by the manufacturer or service provider), (iii) Customer is solely responsible for ensuring that the acquisition and use of such products and/or services is in compliance with applicable laws and regulations, including applicable FDA regulations, and (iv) Customer is solely responsible for any and all claims resulting from or related to the acquisition or use of such products and/or services. This section shall not apply to Healthcare IT Products.

## 2. Software License.

2.1. License Grant. GE Healthcare grants to Customer a non-exclusive, non-transferable license to use for Customer's internal business purposes the GE Healthcare software, third-party software and Documentation solely for use on the Products and at the location (or, for mobile systems, in the specific vehicle) as identified in the Quotation, subject to the license scope and Documentation and other restrictions set forth in this Agreement. "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer under this Agreement. Customer may only use third-party software provided by GE Healthcare together with the GE Healthcare software and will comply with all third-party software license terms included in any click or shrink wrap license or of which GE Healthcare otherwise makes Customer aware. To the extent permitted by applicable law, licensors of third-party software shall be third-party beneficiaries of this Agreement with respect to third-party software sublicensed under this Agreement. Customer may permit its employees, agents, independent contractors and healthcare providers with privileges at Customer's facilities to use the software and Documentation; provided, however, that Customer shall be responsible for any acts of such third parties that are inconsistent with this Agreement. Notwithstanding the foregoing, independent contractors that supply products comparable to the software shall be provided access to the software only with GE Healthcare's prior written consent and subject to any conditions GE Healthcare deems appropriate to protect its confidential and proprietary information. Customer acknowledges that GE Healthcare may request Customer and Customer Personnel to register online as a licensee for receipt of certain service software and related Documentation.

2.2. Additional License Terms. Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the software or create derivative works based thereon; except that to the extent applicable, the software may be configured as specifically permitted in the Documentation; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; (iv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of GE Healthcare or its licensors; (v) electronically transfer the software outside Customer's intranet or network dedicated for the software, unless otherwise authorized in writing by GE Healthcare; or (vi) publicly release the results of any testing or benchmarking of the software without the prior written consent of GE Healthcare. Customer may transfer authorized copies of the software, and Documentation to a party that purchases or otherwise acquires the equipment and accepts any applicable license terms, except for software and Documentation that are (a) not a part of the base system standard operating software or Documentation for the equipment and (b) generally provided by GE Healthcare to its customers for a separate fee or charge. Advanced service software is subject to a separate fee and eligibility criteria and licensed under a separate agreement with GE Healthcare.

2.3. Backups. Customer may make a reasonable number of copies of the software in machine-readable form solely for backup, training, testing or archival purposes, so long as applicable license fees are paid. Customer shall reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy. GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the software and Documentation. If Customer acquires any rights to the software or Documentation, Customer hereby assigns all of those rights to GE Healthcare or its licensors, as applicable. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this section.

2.4. Remedies. Customer agrees that a violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm to GE Healthcare for which the award of money damages alone are inadequate. In the event of any breach of this provision, GE Healthcare shall be entitled to seek injunctive relief in addition to immediately terminating the license granted herein and requiring that Customer cease use of the software and return all copies of stand-alone software in any media in addition to seeking any other legal or equitable remedies available to GE Healthcare. This paragraph shall survive the termination of this Agreement.

## 3. Payment and Finance.

3.1. Security Interest. Customer grants GE Healthcare a purchase money security interest in all items of hardware or equipment listed in the Quotation until full payment is received, and Customer shall perform all acts and execute all documents as may be necessary to perfect GE Healthcare's security interest.

3.2. Leases. If Customer is acquiring use of Products through an equipment lease ("Lease") with an equipment lessor ("Lessor"), certain provisions of this Agreement (including, but not limited to, terms related to payment, title transfer, warranties, and software licenses) may be modified as agreed to in writing between GE Healthcare, the applicable Lessor, and/or Customer, as the case may be. Acceptance of the Products as between GE Healthcare and Lessor will be defined by this Agreement; acceptance of the Products as between Lessor and Customer will be defined by the lease agreement. Notwithstanding the foregoing, if the Lessor does not comply with the terms of this Agreement, Customer shall continue to be responsible for the payment obligations hereunder.

3.3. Failure to Pay. If, after Product delivery, Customer does not make any payments for the Products within forty-five (45) days after such payments are due, GE Healthcare may, upon ten (10) days prior written notice to Customer, either (a) enter upon Customer's site and remove the Products or (b) temporarily disable the Products so that they are not operational.



## Additional Terms and Conditions: Magnetic Resonance ("MR")

### GE Healthcare

*These GE Healthcare Additional Terms and Conditions: Magnetic Resonance ("MR") supplement and incorporate by reference the GE Healthcare (i) Quotation that identifies the Product offering purchased or licensed by Customer; (ii) Warranty(ies); (iii) Product Terms and Conditions; and (iv) General Terms and Conditions, (collectively, referred to as the "Agreement").*

**1. Mobile Systems Only.** For Products that are approved by GE Healthcare for use as transportable, relocatable and mobile systems, GE Healthcare will deliver the system to Customer's van manufacturer and furnish final assembly services to place the system in Customer's van. At the time of order, Customer must notify GE Healthcare of the van manufacturer to which the system is to be shipped. It is Customer's responsibility to make arrangements with the van manufacturer for delivery of the van and to comply with any additional planning requirements of the van manufacturer. For MR systems, GE Healthcare's product tests will be performed when assembly in the van is completed and MR system operation will be re-checked when the van is delivered to Customer.

**2. MR Systems.** Customer will provide a site and surroundings suitable for installation and operation of an MR system producing strong magnetic and electric fields, and Customer will be required to provide a water chiller meeting GE Healthcare specifications. Customer acknowledges that the magnetic fields of MR systems attract ferro-magnetic articles and are capable of rapidly accelerating such articles toward the magnet, creating corresponding physical danger to persons in the vicinity and possible damage to such systems. In addition, the magnetic and radio frequency fields of such systems may adversely affect the operation of pacemakers, equipment containing magnetic reed switches, and aneurysm or surgical clips.

**3. Magnet Maintenance and Cryogenes.** The price of MR systems includes all cryogenes necessary for final assembly and testing of the MR system. Cryogen loss attributable to power loss or water chiller failure for the MR system's shield cooler or condenser system during installation is Customer's responsibility, and Customer will be billed for cryogen replacement plus the associated cryogen transfill labor at GE Healthcare's then applicable rates. After final assembly, Customer will be responsible to supply and install all cryogenes, unless cryogen loss is caused by a defect in material or workmanship within the scope of GE Healthcare's applicable MR system warranty. Following final assembly, provided cryogen boil-off rates have not been adversely affected by actions of Customer, its representatives or contractors, or any third party not authorized by GE Healthcare, GE Healthcare will provide a super-conductive magnet which, at the expiration of the warranty period, has cryogen boil-off rates not exceeding those stated in GE Healthcare's applicable magnet specifications. GE Healthcare has no responsibility to Customer for cryogen boil-off rates subsequent to expiration or termination of the applicable MR system warranty, unless Customer elects to receive magnet maintenance and cryogen service under a separate agreement with GE Healthcare.





## Warranty Statement (United States)

### GE Healthcare

This GE Healthcare Warranty Statement (United States) supplements and incorporates by reference (i) the GE Healthcare Quotation that identifies the Product offering purchased or licensed by Customer; (ii) the following documents, as applicable, if attached to or referenced in the Quotation: the (a) Warranties and (b) Additional Terms and Conditions; (iii) the GE Healthcare Product Terms and Conditions; and (iv) the GE Healthcare General Terms and Conditions, (collectively, referred to as the "Agreement").

1. **Warranted Products.** These warranties cover the purchase and use of the following GE Healthcare products:

- Magnetic Resonance
- Computed Tomography
- Mammography
- Positron Emission Tomography (including scanners, cyclotrons & chemistry labs)
- Nuclear
- X-ray
- Surgical Navigation Systems
- Cardiology
- Ultrasound
- Bone Mineral Densitometry
- Physiological Monitoring
- Small Animal Imaging
- C-Arms
- Advantage Workstation and Server
- Anesthesia Delivery
- Respiratory Care
- Gold Seal
- Phototherapy and other infant care accessories
- Microenvironments, including Giraffe®, Panda®, Care Plus® and Ohio® Infant Warmer Systems
- Corometrics® Fetal Monitors

2. **GE Healthcare Warranties.**

- 2.1 **Scope.** GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedy, together with any remedy provided herein, are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liability) for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective warranted products or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY.
- 2.2 **Term Usage.** "Warranted Product" is a collective term which includes both the above-listed GE Healthcare manufactured equipment and licensed software, with the exception of Healthcare IT Products, purchased by and/or licensed to (as applicable) Customer under the relevant GE Healthcare Quotation.
- 2.3 **Equipment Warranty.** Except as indicated otherwise below, GE Healthcare warrants the equipment will be free from defects in title and that for one (1) year from the Warranty Commencement Date (as defined below) (i) the equipment will be free from defects in material and workmanship under normal use and service and (ii) except for equipment manufactured in compliance with Customer's designs or specifications, the equipment will perform substantially in accordance with GE Healthcare's written technical specifications for the equipment (as such specifications exist on the date the equipment is shipped) (the "Specifications"). This warranty covers both parts and labor and is available only to end-users that purchase the equipment from GE Healthcare or its authorized distributors. Customers purchasing through an authorized distributor must contact GE Healthcare promptly following such purchase to enable this warranty.
- 2.4 **Software Warranty.** Except as indicated otherwise below, GE Healthcare warrants for ninety (90) days from the Warranty Commencement Date that (i) the licensed software will perform substantially in accordance with the applicable Documentation (as defined herein), (ii) it has not inserted any Disabling Code (as defined herein) into the licensed software and (iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the applicable Warranted Product. Where an item of equipment has software code embedded in it, the code will only be considered licensed software under this warranty statement if the applicable GE Healthcare Quotation provides a separate part number for that software. Except as indicated otherwise below, GE Healthcare warrants that it has the right to license or sublicense the licensed software to Customer for the purposes and subject to the terms and conditions set forth in the Agreement. As used in this warranty statement, (i) "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the Warranted Product; provided, however, that code included in the licensed software that prevents use outside of the license scope purchased for the software will not be deemed to be Disabling Code and (ii) "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer.
- 2.5 **Used Products.** GE Healthcare's (i) Gold Seal Products (certain pre-owned GE Healthcare equipment), (ii) Ultrasound demonstration systems, and (iii) certified pre-owned Bone Mineral Densitometry Products are all provided with GE Healthcare's standard warranties carrying the same duration as the new equipment warranty, but in no event exceeding one (1) year (unless otherwise provided in writing

by GE Healthcare). Except as expressly provided in this paragraph or in the applicable GE Healthcare Quotation, all other pre-owned, refurbished, remanufactured or demonstration equipment is not warranted by GE Healthcare.

- 2.6 **Healthcare IT and GE Brand Specialty Components.** GE Healthcare IT Products and GE Brand Specialty Components (Detectors, Probes, X-Ray Tubes and Image Intensifier Tubes) are covered by a separate warranty statement provided in an applicable GE Healthcare Quotation.
- 2.7 **Third-Party Software and Equipment.** This warranty statement does not cover Third-Party Software and Equipment (as defined herein) delivered with the Warranted Products (commonly identified by NL or NW series numbers in GE Healthcare's Quotation). "Third-Party Software and Equipment" means any non-GE Healthcare software or equipment (i) delivered to Customer in the third-party manufacturer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the GE Healthcare Quotation or in the product documentation) that the software or equipment is provided with the third-party manufacturer/supplier's warranty in lieu of a GE Healthcare warranty. Such products are covered by the third-party manufacturer/supplier's warranties, to the extent available. Anesthesia monitor mounting solutions Third-Party Software and Equipment purchased directly from GE Healthcare will not be treated as Third-Party Software or Equipment.

3. **Warranty Commencement.** Unless expressly provided otherwise in this warranty statement or the applicable GE Healthcare Quotation, the warranty period begins (the "Warranty Commencement Date") on the earlier of: (i) if GE Healthcare installs the Warranted Product, five (5) days after GE Healthcare notifies Customer that it has completed assembly and the Warranted Product is operating substantially in accordance with GE Healthcare's Specifications; (ii) if GE Healthcare does not install the Warranted Product, five (5) days after delivery of the Warranted Product to Customer; (iii) the date Customer first uses the Warranted Product for patient use; or (iv) if GE Healthcare is contractually required to install the Warranted Product, the thirtieth (30<sup>th</sup>) day following shipment to the end-user Customer if installation is delayed for reasons beyond GE Healthcare's reasonable control. The warranty period for any Warranted Product or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced Warranted Product.

4. **Remedies.** If Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the Warranted Product available for service, GE Healthcare will, at its option (i) with respect to equipment, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Warranted Product or components of the Warranted Product and (ii) with respect to GE Healthcare's licensed software, either correct the non-conformity or replace the applicable licensed software. GE Healthcare may, at its sole discretion and subject to (i) availability; (ii) any applicable regulatory approvals; and (iii) Section 5 of the GE Healthcare General Terms and Conditions, provide Customer with a comparable loaner system during periods of extended service to the Warranted Product. Warranty service will be performed without charge from 8:00am to 5:00pm (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel. For certain Warranted Products, GE Healthcare will perform warranty service only at an authorized service center or, in some instances, via a secure, remote connection to a GE Healthcare online center. With respect to GE Healthcare's warranty for the services it provides to Customer, Customer's exclusive remedy is set forth in Section 2.1 above.

Warranty claims for the Warranted Products should be directed through GE CARES at 1-800-437-1171. Warranty claims for accessories and supplies items should be directed through 1-800-558-5102.

5. **Limitations.** GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (a) the use of the Warranted Product in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (b) the use of the Warranted Product in a manner or environment, or for any purpose, for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions on use; or (c) any alteration, modification or enhancement of the Warranted Product by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Warranted Product to the extent it is used in any country other than the country to which GE Healthcare ships the Warranted Product (unless GE Healthcare expressly agrees otherwise in writing). GE Healthcare does not guarantee that licensed software will operate without error or interruption.

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Specifications and/or Documentation, as applicable) that results, in whole or in part, from any improper storage or handling, failure to maintain the Warranted Products in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Warranted Products or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Warranted Products or parts; (iii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iv) expendable supply items; (v) stockpiling of replacement parts; (vi) any failure of the Warranted Products to use or correctly process data (other than systemic miscalculations not due to date value format); and (vii) products not listed in GE Healthcare's Accessories and/or Supplies catalogs at the time of sale, and all service manuals are provided AS IS. For network and antenna installations not provided by GE Healthcare or its authorized agent(s), network and antenna system troubleshooting will be billable at GE Healthcare's standard service rates.

For MR systems, these warranties do not cover (i) any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer, (ii) service to any water chiller systems supplied by Customer and (iii) 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 superconductive or resistive shim coils unless the need for such supply or service is caused by a defect in material or workmanship covered by these warranties (GE Healthcare's MR Magnet Maintenance and Cryogen Service Agreement is available to provide supplemental coverage during the warranty period).

For Proteus XR/a, Definium and Precision 500D x-ray systems, these warranties do not cover collimator bulbs.

**6. Exceptions to GE Healthcare Standard Warranties Described Above.**

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

**Cyclotron and Radiopharmacy:** Unless expressly provided otherwise in the applicable GE Healthcare Quotation, the Warranty Commencement Date for Cyclotron and/or Radiopharmacy Products begins on the earlier of (i) three (3) months after the date on which GE Healthcare has completed the mechanical installation, or (ii) the date on which final testing of the Product has been successfully completed. GE Healthcare's sole liability and Customer's exclusive remedy for a breach of warranty is limited to repair, replacement or refund at GE Healthcare's sole option. Any such repairs or replacement will not extend the warranty period.

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

**X-Ray Portable (Wireless & Tethered) Digital Detectors:** Warranty does not cover damage caused by any use that does not conform to OEM guidelines, fire, power failures or surges, or abuse which is defined as use that causes fluid invasion, holes, deep scratches, or the detector case to crack.

**FlashPad Wireless Detector:** In addition to the standard warranty, GE Healthcare will also provide coverage for detector damage due to accidental dropping or mishandling (e.g., spills). In the event such accidental damage occurs, GE Healthcare shall provide Customer with one (1) replacement detector during the warranty period at no additional charge. If subsequent accidental damage occurs during the warranty period, each additional replacement shall be provided to Customer at a charge of \$30,000 per replacement detector. Warranty coverage for the detector and its components also excludes failures due to detrimental exposure, abuse, theft, loss and/or fire. If the warranty is voided by these conditions, repair or replacement of the detector and/or the components is the Customer's responsibility.

**GE OEC New or Exchange Service/Maintenance Parts:** Ninety (90) days

**GE OEC Refurbished C-Arms:** Twelve (12) months after installation

**HealthNet Lan, Advantage Review — Remote Products:** Ninety (90) days

**Vivid T8:** Three (3) years parts and labor, includes TEE probes purchased with the Vivid T8

**Vivid i, Vivid e, Vivid q, Voluson i, Voluson e and LOGIQBook XP:** Standard warranty includes (i) repair services at GE Healthcare service facilities, (ii) three (3) business day turnaround repair time for systems shipped via overnight delivery (where available), measured from the date of shipment (GE Healthcare is not responsible for delays in overnight shipment), (iii) seventy-two (72) hour loaner systems or probe replacement service via Fed Ex (shipping charges included), and (iv) technical support via telephone from 7:00 am to 7:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide (a) field support/service, (b) preventative maintenance, and/or (c) coverage for system damage due to accidental dropping or mishandling with a maximum of two (2) replacement systems during the term of the warranty.

**Vscan, LOGIQ e BT12 and later versions, and Venue 40 and 50 version BT12 and later versions:** Supplemental warranty terms and conditions specific to Vscan systems, LOGIQ e BT12 and later version systems, and Venue 40 and 50 version BT12 and later version systems shall be as set forth in the Additional Terms and Conditions and Warranties for Ultrasound & Vscan Products attached to the Quotation.

**Ultrasound Partial System Equipment Upgrades:** Ninety (90) days (Warranty applies only to the upgraded components. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).

**Bone Mineral Densitometry Partial System Equipment Upgrades:** Thirty (30) days (Warranty applies only to the upgraded computer, printer and monitor components. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).

**CARESCAPE Monitors B450, B650 and B850, and Dash:** Three (3) years parts and one (1) year labor coverage, excluding displays

**B40 Monitors:** Two (2) years of parts only coverage, excluding displays, and one (1) year labor with (i) repair services performed at GE Healthcare service facilities; or (ii) onsite repair if deemed necessary by GE Healthcare, during such labor warranty period.

**MAC 800, 1200, 1600 and 2000:** Three (3) years of parts and labor

**CARESCAPE V100 Vital Signs Monitors:** Two (2) years parts and labor

**Exergen:** Four (4) years parts and labor

**Batteries:** Ninety (90) days, except (i) for LOGIQBook and Vscan batteries, which are warranted for twelve (12) months and (ii) for Nickel cadmium or lead acid batteries for X-ray and mammography systems (which will carry a sixty (60)-month warranty prorated as shown below). For Nickel cadmium or lead acid batteries for X-ray and mammography systems, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel only during the first twelve (12) months of the sixty (60)-month warranty period. For X-ray and mammography systems, if nickel cadmium or lead acid batteries need replacement during their applicable warranty period, Customer will pay the price of the replacement battery in effect on its delivery date less a Pro Rata Credit Allowance (as defined herein). The Pro Rata Credit Allowance for batteries that fail less than twelve (12) months after the warranty begins is one hundred percent (100%). The Pro Rata Credit Allowance for batteries that fail more than twelve (12) months after the warranty begins is:

$$1 - (\# \text{ of Mos. After Warranty Commencement} / 60) \times 100\%$$

For the purpose of Pro Rata Credit Allowance, a fraction of a month less than fifteen (15) days will be disregarded, and a fraction of a month equal to or greater than fifteen (15) days will be regarded as a full month.

**Giraffe® Shuttle Batteries:** Ninety (90) days

**Care Plus® Incubator:** Three (3) years parts, one (1) year labor

**Ohio® Infant Warmer Systems, Panda® iRes Warmers, Giraffe® Warmer and Giraffe® OmniBed:** Seven (7) year parts warranty on heater cal rod

**BiliBlanket® Plus High Output Phototherapy System:** Two (2) years on Light Box and eighteen (18) months on Fiberoptic Pad

**Microenvironment and Phototherapy expendable components, this includes but is not limited to patient probes, probe covers and light bulbs:** Thirty (30) days

**Corometrics® Fetal Monitoring Systems:** Warranty includes: (i) Warranty Commencement at the earlier of (a) if GE Healthcare or Customer installs the Warranted Product, five (5) days after completion of installation of the Warranted Product or (b) forty (40) days after shipment of the Warranted Product; (ii) two (2) years parts, one (1) year labor; and (iii) repair services at GE Healthcare service facilities during labor warranty period or onsite repair if deemed necessary by GE Healthcare.

**Corometrics® Nautilus Transducers:** Two (2) years of parts and labor

**Oximeters:** Three (3) years from installation, or thirty-nine (39) months from GE Healthcare invoice, whichever occurs sooner

**Tec 7 Vaporizers:** Three (3) years of parts and labor

**Tec 6 Plus Vaporizers:** Two (2) years of parts and labor

**Accessories and Supplies:** GE Healthcare's catalog and/or website includes a "Service/Warranty Code" which identifies the installation, warranty, applications and post-warranty service, if any, provided for each accessory and supply product. Following are the warranty periods for accessories and supplies:

|                                                            |                         |
|------------------------------------------------------------|-------------------------|
| Service/Warranty Code T.....                               | 100 Years               |
| Service/Warranty Code V.....                               | 25 Years                |
| Service/Warranty Codes X.....                              | 15 Years                |
| Service/Warranty Code ZZ.....                              | 5 Years                 |
| Service/Warranty Codes F.....                              | 3 Years                 |
| Service/Warranty Codes D, J, N, O, R or Z.....             | 2 Years                 |
| Service/Warranty Codes A, B, C, E, G, L, P, Q, S or Y..... | 1 Year                  |
| Service/Warranty Code H.....                               | 6 Months                |
| Service/Warranty Code K.....                               | 3 Months                |
| Service/Warranty Code M.....                               | 1 Month                 |
| Service/Warranty Code W.....                               | Out of Box Failure Only |



## Warranty Codes For Accessories And Supplies

### GE Healthcare

These GE Healthcare Warranty Codes For Accessories and Supplies supplements and incorporates by reference (i) the GE Healthcare Quotation that identifies the Product offering purchased or licensed by Customer; (ii) the following documents, as applicable, if attached to or referenced in the Quotation: the (a) Warranties and (b) Additional Terms and Conditions; (iii) the GE Healthcare Product Terms and Conditions; and (iv) the GE Healthcare General Terms and Conditions, (collectively, referred to as the "Agreement").

**Service / Warranty Codes.** If Customer promptly notifies GE Healthcare of its warranty claim and makes the Product available for service, GE Healthcare will provide the warranty service indicated in the applicable Service/Warranty Code description. The terms and conditions of GE Healthcare's Warranty Statement(s) apply to all warranty claims. Basic Service Premise for Products – GE Healthcare Field Engineers will take the first call for service and either provide direct support or arrange for support from the manufacturer or its dealers as indicated by the individual Service/Warranty Code. If the Service/Warranty Code calls for Product return for repair or in-warranty exchange, Customer must return the Product as GE Healthcare directs. GE Healthcare provides warranty service from 8:00 AM to 5:00 PM local time Monday-Friday EXCLUDING GE HEALTHCARE HOLIDAYS. If a Service/Warranty Code provides for warranty service to be performed on Customer's site, such service is available outside the above hours at GE Healthcare's prevailing service rates and subject to the availability of personnel.

**A GE Healthcare directly, or through a sub-contractor, provides the following:**

Installation; parts; on-site warranty service to repair, adjust or replace (at GE Healthcare's option and using new or exchange replacement parts) non-conforming products or parts; applications training in some cases (with additional charge); and post-warranty service, at prevailing hourly billed service ("HBS") rates and, in some cases, under GE Healthcare service contracts.

**B GE Healthcare directly provides the following through GE Healthcare's Global Parts Operation (GPO):**

New or exchange replacement parts at no charge to correct non-conforming products or parts during the warranty period; new or exchange replacement parts at GE Healthcare's normal prices for post-warranty repairs. **Note:** Installation, applications training and on-site service is the Customer's responsibility. However, GE Healthcare's Field Engineers may be available at prevailing HBS rates. Contact GE CARES for availability.

**C GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide the following:**

Installation (in some cases with an additional charge); parts; on-site warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option and using new or exchange replacement parts) non-conforming products or parts; applications training in some cases (some with additional charge); and post-warranty service at prevailing service rates.

**D GE Healthcare refers to the Product Manufacturer warranty, which provides the following:**

Basic functional troubleshooting (no technical labor) with supplier phone support and repair or replacement (at the manufacturer's or dealer's option) of defective products or parts. **Note:** The battery for Service/Warranty Code D has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

**E GE Healthcare directly, or through a sub-contractor, provides:**

Installation (in some cases with an additional charge); basic functional troubleshooting (no technical labor) with supplier phone support; and coordination of unit exchange or loaner program for in-factory service.

**GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide in-factory service:**

At no charge during the warranty period and at manufacturers or dealer's prevailing service rates outside of the warranty period. Products must be returned to the manufacturer or dealer, at GE Healthcare's expense during warranty and Customer's expense after warranty, for repair.

**F GE Healthcare refers to the Product Manufacturer warranty, which provides the following:**

Basic functional troubleshooting (no technical labor) with supplier phone support and replacement of non-conforming products or parts, which Customer returns to the manufacturer or dealer during the warranty period. **Note:** For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

**G, J, O and Q GE Healthcare refers to the Product Manufacturer warranty, which provides the following:**

Start up and commissioning; basic functional troubleshooting (no technical labor) with supplier phone support 24/7; and warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option) non-conforming products or parts (excluding installation, time and material). **Note:** The UPS battery for Service/Warranty Code G has a 9-year pro-rated warranty to cover non-conforming material. Start up and commissioning for Service/Warranty Code O applies only to 10 KVA and above. The UPS battery for Service/Warranty Codes O and Q has a 1-year warranty to replace the product. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate. Warranty service for Service/Warranty Codes G and O is provided On-site. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

**H, K, L and M** GE Healthcare directly provides the following:

Exchange of non-conforming products, which Customer returns to GE Healthcare during the warranty period. **Note:** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

**N, R and S** GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Installation; Preventative Maintenance; and parts and labor. **Note:** *Post-warranty service, at manufacturer's prevailing HBS rates, and in some cases, under GE Healthcare service contracts. The battery for Service/Warranty Code R has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

**P** GE Healthcare directly provides the following:

Replacement of non-conforming components. **Note:** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

**T, V and X** GE Healthcare directly provides the following:

Replacement of Product only; GE Healthcare will not replace patient records; and product is warranted only for image legibility. **Note:** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

**W** GE Healthcare directly provides the following:

Replacement of Product only for Out of Box failure. **Note:** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

**Y and Z** GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Basic functional troubleshooting (no technical labor) with supplier phone support and replacement of non-conforming components. **Note:** *All electrical components (excluding the UPS) for Service/Warranty Code Z have a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

**ZZ** GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Basic functional troubleshooting (no technical labor) with supplier phone support and replacement of non-conforming components. **Note:** *The battery for Service/Warranty Code ZZ has a 2-year warranty for stationary applications and a 6-month warranty for mobile application. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*



## Warranty Statement: Uptime Commitment

### GE Healthcare

*This GE Healthcare Warranty Statement: Uptime Commitment supplements and incorporates by reference the GE Healthcare (i) Quotation that identifies the Product offering purchased or licensed by Customer; (ii) Warranty(ies); (iii) Additional Terms and Conditions; (iv) Product Terms and Conditions; and (v) General Terms and Conditions, (collectively, referred to as the "Agreement". The following provisions will apply only to eligible diagnostic imaging systems as identified in the Quotation ("Eligible Systems") and only during the warranty period:*

- 1. Scope.** GE Healthcare will provide Customer with expanded warranty protection for Eligible Systems in consideration of Customer's commitment to provide a broadband network connection to enable GE Healthcare to better provide warranty service for the Eligible Systems during the warranty period.
- 2. Eligibility.** To be eligible for this expanded warranty protection, Customer must: (i) establish (if not previously established) and maintain a broadband network connection at Customer's site that connects to the Eligible System, which broadband connection meets GE Healthcare's minimum specifications, (ii) provide GE Healthcare with access to the Eligible System through Customer's broadband network connection and maintain security for Customer's broadband network connection in accordance with appropriate industry best practices, (iii) provide necessary support to maintain such broadband network connection, including designation of a primary Customer contact person, (iv) provide GE Healthcare with at least two (2) business days advance notice of any planned changes to Customer's network that may impact such broadband connection and with notice of any unplanned changes (e.g., power outages, computer viruses, system crashes) to Customer's network that may impact such broadband connection within two (2) business days after the occurrence of the unplanned changes, (v) reasonably cooperate with GE Healthcare in maintaining such broadband connection during all such planned and unplanned changes, and (vi) use reasonable efforts to ensure that Customer's connection to the Internet and LAN systems operate at a maximum of 75% of capacity and have an uptime rate of at least 98%.
- 3. Uptime Commitment.** If Customer performs these responsibilities, GE Healthcare will provide Customer, at no additional charge and in addition to other remedies available under GE Healthcare's warranty, an uptime commitment of 97% (95% for all covered nuclear imaging systems and all covered X-ray systems except digital mammography, digital radiographic and vascular X-ray systems), and uptime remedies, as described below.
- 4. Definitions.** "Uptime Commitment" means GE Healthcare's commitment on Eligible System uptime during the warranty period, as defined below. "Uptime Remedy" is, in addition to the other remedies specified in the warranty, Customer's sole and exclusive remedy if GE Healthcare fails to meet any Uptime Commitment over a 26-week measurement period during the warranty period. Should the Eligible System fail to achieve the Uptime Commitment as calculated by the Uptime Commitment Calculation, GE Healthcare will provide an extension of Customer's service agreement with GE Healthcare for the Eligible System (or, if Customer has not entered into a service agreement with GE Healthcare, the warranty period for the Eligible System) at no additional charge, as follows:

| <u>% &lt; Uptime Commitment</u> | <u>Extension</u> |
|---------------------------------|------------------|
| 0                               | 0 weeks          |
| 0.1 - 3.0                       | 1 week           |
| 3.1 - 8.0                       | 2 weeks          |
| 8.1 - 13.0                      | 4 weeks          |
| > 13.0                          | 6 weeks          |

"Uptime Commitment Calculation" means the calculation used to determine achievement of the Uptime Commitment, as follows: The basis for each measurement period is GE Healthcare's standard warranty service coverage hours of A hours per day, B days per week for 26 weeks, less C hours spent on planned maintenance ("PM") during that interval:

Hours1 = A hours per day X B days per week X 26 weeks

Hours2 = Hours1 - C hours for planned maintenance

Required in-service hours at Customer's % commitment: Hours3 = Hours2 X Customer's %

- 5. Eligible System.** An Eligible System will be considered inoperable and out of service under the Uptime Commitment if, due to GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, the Eligible System is unavailable for scanning patients and diagnosing images on the Eligible System display console or operator's console. Peripheral equipment such as remote consoles, magnetic tape drives, hard copy devices, and multi-format and laser cameras are excluded from the terms of the Uptime Commitment. Repair and adjustments required for anything other than Eligible System failure, and damage or inoperability due to any cause other than GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, will be excluded from the Uptime Commitment Calculation, including without limitation damage through misuse, operator error, inadequate environmental or air conditioning protection, power failure, and acts of God. PM time will not be included in the calculation of downtime. If GE Healthcare's responding representative agrees the Eligible System is inoperable due to GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, the Eligible System will be considered out of service from the time the request for service was received by GE Healthcare until the Eligible System is again turned over to Customer for operation. If Customer fails to give GE Healthcare immediate and unencumbered access to the Eligible System or continues to obtain scans after notifying GE Healthcare of any Eligible System failure, the Eligible System will be considered to be in service.

PROPOSED CAPITAL COSTS

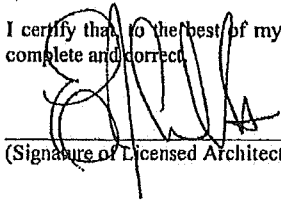
|                                       |                                         |                                                 |                     |
|---------------------------------------|-----------------------------------------|-------------------------------------------------|---------------------|
| Project Name:                         |                                         | <u>NHRMC MRI Replacement - Cape Fear Campus</u> |                     |
| <b>A. Site Costs</b>                  |                                         |                                                 |                     |
| (1)                                   | Full purchase price of land             | \$ _____                                        | \$ _____            |
|                                       | Acres _____ Price per Acre              | \$ _____                                        |                     |
| (2)                                   | Closing costs                           |                                                 | \$ _____            |
| (3)                                   | Site Inspection and Survey              |                                                 | \$ _____            |
| (4)                                   | Legal fees and subsoil investigation.   |                                                 | \$ _____            |
| (5)                                   | Site Preparation Costs                  |                                                 |                     |
|                                       | Soil Borings                            | \$ _____                                        |                     |
|                                       | Clearing-Earthwork                      | \$ _____                                        |                     |
|                                       | Fine Grade For Slab                     | \$ _____                                        |                     |
|                                       | Roads-Paving                            | \$ _____                                        |                     |
|                                       | Concrete Sidewalks                      | \$ _____                                        |                     |
|                                       | Water and Sewer                         | \$ _____                                        |                     |
|                                       | Footing Excavation                      | \$ _____                                        |                     |
|                                       | Footing Backfill                        | \$ _____                                        |                     |
|                                       | Termite Treatment                       | \$ _____                                        |                     |
|                                       | Other (Specify)                         | \$ _____                                        |                     |
|                                       | Sub-Total Site Preparation Costs        |                                                 | \$ _____            |
| (6)                                   | Other (Specify)                         |                                                 | \$ _____            |
| (7)                                   | Sub-Total Site Costs                    |                                                 | \$ <u>N/A</u>       |
| <b>B. Construction Contract</b>       |                                         |                                                 |                     |
| (8)                                   | Cost of Materials                       |                                                 |                     |
|                                       | General Requirements                    | \$ _____                                        |                     |
|                                       | Concrete/Masonry                        | \$ _____                                        |                     |
|                                       | Doors & Windows/Finishes                | \$ _____                                        |                     |
|                                       | Thermal & Moisture Protection           | \$ _____                                        |                     |
|                                       | Equipment/Specialty Items               | \$ _____                                        |                     |
|                                       | Mechanical/Electrical                   | \$ _____                                        |                     |
|                                       | Other (Specify)                         | \$ _____                                        |                     |
|                                       | Sub-Total Cost of Materials             |                                                 | \$ _____            |
| (9)                                   | Cost of Labor                           |                                                 | \$ _____            |
| (10)                                  | Other (Labor and Consturction)          |                                                 | \$ _____            |
| (11)                                  | Sub-Total Construction Contract         |                                                 | \$ <u>540,047</u>   |
| <b>C. Miscellaneous Project Costs</b> |                                         |                                                 |                     |
| (12)                                  | Building Purchase                       |                                                 | \$ _____            |
| (13)                                  | Fixed Equipment Purchase/Lease          |                                                 | \$ <u>1,362,399</u> |
| (14)                                  | Movable Equipment Purchase/Leas e       |                                                 | \$ _____            |
| (15)                                  | Furniture                               |                                                 | \$ _____            |
| (16)                                  | Landscaping                             |                                                 | \$ _____            |
| (17)                                  | Consultant Fees                         |                                                 |                     |
|                                       | Architect and Engineering Fees          | \$ _____                                        |                     |
|                                       | Legal Fees                              | \$ _____                                        |                     |
|                                       | Market Analysis                         | \$ _____                                        |                     |
|                                       | Other (Specify)                         | \$ _____                                        |                     |
|                                       | Sub-Total Consultant Fees               |                                                 | \$ _____            |
| (18)                                  | Financing Costs (e.g. Bond, Loan, etc.) |                                                 | \$ _____            |
| (19)                                  | Interest During Construction            |                                                 | \$ _____            |
| (20)                                  | Other (Specify)                         |                                                 | \$ _____            |
| (21)                                  | Sub-Total Miscellaneous                 |                                                 | \$ <u>1,362,399</u> |
| D.                                    | Total Capital Cost of Project           |                                                 | \$ <u>1,902,446</u> |

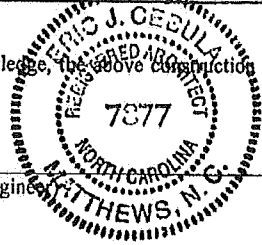
PROPOSED CAPITAL COSTS



Project Name: NHRMC MRI Replacement + Geog Fear Campus

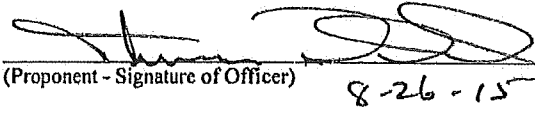
I certify that, to the best of my knowledge, the above construction related costs of the proposed project named above are complete and correct.





(Signature of Licensed Architect or Engineer)

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

  
(Proponent - Signature of Officer)

8-26-15

V.P. Facilities + Support Svcs  
(Title of Officer)

Equipment Comparison Form

|                                                                                  | EXISTING EQUIPMENT                                               | REPLACEMENT EQUIPMENT                                                              |
|----------------------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Type of Equipment (List Each Component)                                          | GE Signa                                                         | GE 450w GEM                                                                        |
| Manufacturer of Equipment                                                        | GE                                                               | GE                                                                                 |
| Tesla Rating for MRIs                                                            | 1.5 T                                                            | 1.5T                                                                               |
| Model Number                                                                     | 910452MR                                                         | Upon installation                                                                  |
| Serial Number                                                                    | N175GE                                                           | Upon installation                                                                  |
| Provider's Method of Identifying Equipment                                       | Asset Tag                                                        | Asset Tag                                                                          |
| Specify if Mobile or Fixed                                                       | Fixed                                                            | Fixed                                                                              |
| Mobile Trailer Serial Number/VIN #                                               | NA                                                               | NA                                                                                 |
| Mobile Tractor Serial Number/VIN #                                               | NA                                                               | NA                                                                                 |
| Date of Acquisition of Each Component                                            | 11-1-98                                                          | TBD                                                                                |
| Does Provider Hold Title to Equipment or Have a Capital Lease?                   | Title                                                            | Title                                                                              |
| Specify if Equipment Was/Is New or Used When Acquired                            | New                                                              | New                                                                                |
| Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form> | 1,667,635.83                                                     | \$1,902,446                                                                        |
| Total Cost of Equipment                                                          | 1,667,635.83                                                     | \$1,362,399                                                                        |
| Fair Market Value of Equipment                                                   | 0                                                                | \$1,362,399                                                                        |
| Net Purchase Price of Equipment                                                  | 1,667,635.83                                                     | \$1,362,399                                                                        |
| Locations Where Operated                                                         | OH                                                               | OH                                                                                 |
| Number Days In Use/To be Used in N.C. Per Year                                   | 365                                                              | 365                                                                                |
| Percent of Change in Patient Charges (by Procedure)                              | 0                                                                | none                                                                               |
| Percent of Change in Per Procedure Operating Expenses (by Procedure)             | 0                                                                | none                                                                               |
| Type of Procedures Currently Performed on Existing Equipment                     | Brains, Spines, Abdomens, Lower Ext, Upper Ext, Chest, Prostates | Brains, Spines, Abdomens, Lower Ext, Upper Ext, Chest, Prostates                   |
| Type of Procedures New Equipment is Capable of Performing                        | NA                                                               | Open bore magnet availability for bariatric pts of 500 lbs. and claustrophobic pts |

(OH = Orthopedic Hospital)