

DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH SERVICE REGULATION

ROY COOPER GOVERNOR

MANDY COHEN, MD, MPH SECRETARY

> MARK PAYNE DIRECTOR

February 17, 2017

Elizabeth V. Kirkman CHS Strategic Services Group 2709 Water Ridge Parkway, Suite 200 Charlotte, North Carolina 28217

Exempt from Review - Replacement Equipment

Record #:

2162

Facility Name:

Carolinas HealthCare System Pineville

FID #

110878

Business Name:

Mercy Hospital, Inc.

Business #:

2571

Project Description:

Replace existing fixed MRI scanner

County:

Mecklenburg

Dear Ms. Kirkman:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letters of February 8, 2017 and February 15, 2017, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(f). Therefore, you may proceed to acquire without a certificate of need the GE Optima MR450w 1.5T GEM MR System to replace the GE Signa 1.5T HDxt 16 Channel MRI scanner located in suite G157. The GE Signa 1.5T HDxt 16 Channel MRI scanner is currently not operational and has been temporarily replaced with a mobile MRI scanner. This determination is based on your representations that the existing fixed MRI scanner, GE Signa 1.5T HDxt 16 Channel MRI scanner, and the temporary mobile MRI scanner 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 and Home Care Licensure and Certification Sections to determine if they have any requirements for development of the proposed project.

It should be noted that the Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this office and a

HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION

WWW.NCDHHS.GOV TELEPHONE 919-855-3873

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

Ms. Elizabeth V. Kirkman February 17, 2017 Page 2

separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Gloria C. Hale Project Analyst Martha J. Frisone

Assistant Chief, Certificate of Need

cc:

Construction Section, DHSR

Gloria C. Hale

Paige Bennett, Assistant Chief, Healthcare Planning, DHSR

Acute and Home Care Licensure and Certification Section, DHSR



Carolinas HealthCare System

February 15, 2017

Ms. Martha Frisone, Assistant Section Chief Healthcare Planning and Certificate of Need Section Division of Health Service Regulation N.C. Department of Health & Human Services 809 Ruggles Drive Raleigh, NC 27603



RE: Mercy Hospital, Inc. d/b/a Carolinas HealthCare System Pineville – Exemption Notice for Acquisition of Replacement Magnetic Resonance Imaging Equipment ("MRI")

Dear Ms. Frisone:

Mercy Hospital, Inc. d/b/a Carolinas HealthCare System Pineville ("CHS Pineville"), seeks to acquire a GE Optima MR450w 1.5T GEM MR System ("Replacement Equipment"). Please see Attachment A for a copy of CHS Pineville's current hospital license. The Replacement Equipment will replace CHS Pineville's current GE Signa 1.5T HDxt 16 Channel MRI ("Existing Equipment"). The Existing Equipment is currently housed in suite G157 on the ground floor of CHS Pineville's main hospital building located at 10628 Park Road in Charlotte, NC 28210 (see Attachment B).

The existing unit is not currently in use due to an equipment failure. In October 2016, the magnet suffered what turned out to be a catastrophic failure. The magnet has eighteen windings of superconducive wires inside the vessel. One of the windings lost connectivity, but did not cause a quench. However, the image being produced degraded in a short amount of time. GE, the vendor, stated that this unusual winding failure has only happened twice in recent years. According to GE contributing factors may include extended hours of scanning; routinely running protocols that tax the magnet, gradient amplifiers and power supplies with long-endurance scans; running protocols that employ a small field of view (pediatrics or neuro scans); small slice thickness, and/or odd angles.

On October 25, 2016, CHS Pineville filed a No Review request to temporarily lease an out-of-state mobile MRI scanner while work was performed on the existing fixed MRI Scanner. The CON Section approved this request on October 28, 2016 (see Attachment C). On December 12, 2016, GE took the fixed MRI equipment out of service in order to repair the unit and CHS Pineville began using the mobile MRI equipment.



The estimated cost to repair the almost 12-year old MRI unit is \$400,000. In addition, CHS Pineville had planned to replace this unit in 2018 due to computer obsolescence and new technology advances. Thus, CHS Pineville has determined that the best alternative is to replace the broken existing fixed MRI Scanner with the new GE Optima MR450w 1.5T GEM MR System. CHS Pineville will continue to the lease the mobile MRI scanner until the new proposed equipment is installed and operational. Upon operation of the new fixed MRI scanner, CHS Pineville will no longer utilize the temporary mobile MRI scanner. At no time will CHS Pineville's fixed MRI scanner and the temporary mobile MRI scanner be operated simultaneously.

The purpose of this letter is to provide the Agency with notice and to request a determination that CHS Pineville's purchase of the Replacement Equipment is exempt from Certificate of Need ("CON") review under the replacement equipment exemption provisions contained in Session Law 2013-360, Section 12G.3(b) and Session Law 2013-363, Section 4.6 (which are codified at N.C. Gen. Stat. 131E-184(f)(1)-(3)).

The General Assembly has chosen to exempt certain, otherwise reviewable events from CON review. Among those exemptions is the acquisition of "replacement equipment," defined as follows in the CON law:

"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.

See N.C. Gen. Stat. 131E-176(22a). Under the new provisions found at N.C. Gen. Stat. 131E-184(f)(1)-(3), the CON law provides:

- (f) The Department shall exempt from certificate of need review the purchase of any replacement equipment that exceeds the two million dollar (\$2,000,000) threshold set forth in G.S. 131E-176(22) if all of the following conditions are met:
 - (1) The equipment being replaced is located on the main campus.
 - (2) The Department has previously issued a certificate of need for the equipment being replaced. This subdivision does not apply if a certificate of need was not required at the time the equipment being replaced was initially purchased by the licensed health service facility.
 - (3) The licensed health service facility proposing to purchase the replacement equipment shall provide prior written notice to the Department, along with supporting documentation to demonstrate that it meets the exemption criteria of this subsection.

See Session Law 2013-360, Section 12G.3(b) and Session Law 2013-363, Section 4.6. The term "main campus" was defined in Session Law 2013-360, Section 13G.3(a) (codified N.C. Gen. Stat. 131E-176(14n)) as follows:

- (14n) "Main campus" means all of the following for the purposes of G.S. 131E-184(f) and (g) only:
 - a. The site of the main building from which a licensed health service facility provides clinical patient services and exercises financial and administrative control over the entire facility, including the buildings and grounds adjacent to that main building.
 - b. Other areas and structures that are not strictly contiguous to the main building but are located within 250 yards of the main building.

The Existing Equipment is currently located in suite G157 on the ground floor of CHS Pineville's main campus (see Attachment B). The main hospital building from which Carolinas HealthCare System exercises financial and administrative control over Carolinas HealthCare System Pineville is located at 10628 Park Road, Charlotte, NC 28210 (see Attachment B). Carolinas HealthCare System Pineville President's office is located on the ground floor of the main hospital building.

In addition to the foregoing, to qualify for this exemption, the replacement equipment must be "comparable" to the equipment it replaces and the equipment being replaced must be "sold or otherwise disposed of when replaced." CHS Pineville's proposal qualifies for this exemption.

A. Cost of the Replacement Equipment

The purchase price of the Replacement MRI Equipment is \$1,553,350 (\$1,462,000 MRI + \$91,350 Tax). Quotes for the MRI Replacement Equipment from GE and supporting equipment are provided in Attachment D. The projected total capital cost of the project is \$2,219,667 (including taxes and freight) and includes the removal of the existing equipment and installation of the Replacement Equipment as well as the cost to lease a temporary mobile while the new equipment is being installed (\$228,000). The total capital cost schedule and the certified cost estimate of the renovation required to install the new equipment are provided in Attachment E.

B. Equipment Being Replaced is Located on the Main Campus

The Existing Equipment is currently located in suite G157 on the ground floor of CHS Pineville's main hospital building (see Attachment B). The Replacement Equipment will be located in the same location as the Existing Equipment (see Attachment B).

C. Certificate of Need Issued for Equipment Being Replaced

This proposal also fits within the new exemption criterion in Section 131E-184(f)(2) because the Department issued a Certificate of Need for the Existing Equipment (see Attachment F). The Existing Equipment was purchased in 2005.

D. Comparable Equipment

The CON rule codified as 10A N.C.A.C. 14C.0303 (the "Regulation") defines "comparable medical equipment" in subsection (c) as follows:

"Comparable medical equipment" means equipment which is functionally similar and which is used for the same diagnostic or treatment purposes.

CHS Pineville intends to use the Replacement Equipment for substantially the same MRI procedures for which it currently uses the Existing Equipment. The Existing Equipment is a GE Signa 1.5T HDxt 16 Channel that was installed new in 2005. This Existing Equipment has been used for MRI procedures since installation.

The Replacement Equipment will perform all procedures currently performed on the Existing Equipment. Although it possesses some expanded capabilities due to technological improvements, the Replacement Equipment will perform the same MRI procedures (see Attachment G for the Equipment Brochure). The Replacement Equipment is therefore "comparable medical equipment" as defined in Subsection (c).

Furthermore, CHS Pineville does not intend to increase patient charges or per procedure operating expenses within the first 12 months after equipment acquisition. For further equipment comparison, please refer to Attachment H, the Equipment Comparison Chart.

Subsection (d) of the regulation further provides:

- (1) it has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and
- (2) it is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service; and
- (3) the acquisition of the equipment does not result in more than a 10.0 percent increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

The Replacement Equipment will meet all three of tests set out in Subsection (d). The Replacement Equipment satisfies the technology and functionality tests in Subsection (1) and (2) as discussed above and identified in the Comparison Chart (Attachment H). Moreover, CHS Pineville represents the use of the Replacement Equipment will not result in the types of expense or charge increases described in Subsection (d)(3).

Documentation provided in Attachment I indicates that 7,869 procedures were performed from January to December 11, 2016 on the fixed existing equipment.

E. Disposition of Equipment

Please see Attachment J for a letter documenting the Existing Equipment will be taken out of service and will not be re-sold or re-installed in North Carolina without appropriate certificate of need approval.

CONCLUSION:

Based on the foregoing information, CHS Pineville hereby requests that the Agency provide a written response confirming that the acquisition of the Replacement Equipment described herein is exempt from CON review. If the Agency needs additional information to assist in its consideration of this request, please let us know.

Thank you for your consideration of this notice.

Ryabeth V. Kukman

Sincerely,

Elizabeth V. Kirkman Assistant Vice President

CHS Strategic Services Group

Attachments

cc: Chris Hummer, President, Carolinas HealthCare System Pineville



February 8, 2017

Ms. Martha Frisone, Assistant Section Chief Healthcare Planning and Certificate of Need Section Division of Health Service Regulation N.C. Department of Health & Human Services 809 Ruggles Drive Raleigh, NC 27603



RE: The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas HealthCare System Pineville – Exemption Notice for Acquisition of Replacement Magnetic Resonance Imaging Equipment ("MRI")

Dear Ms. Frisone:

The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas HealthCare System Pineville ("CHS Pineville"), seeks to acquire a GE Optima MR450w 1.5T GEM MR System ("Replacement Equipment"). Please see Attachment A for a copy of CHS Pineville's current hospital license. The Replacement Equipment will replace CHS Pineville's current GE Signa 1.5T HDxt 16 Channel MRI ("Existing Equipment"). The Existing Equipment is currently housed in suite G157 on the ground floor of CHS Pineville's main hospital building located at 10628 Park Road in Charlotte,

The existing unit is not currently in use due to an equipment failure. In October 2016, the magnet suffered what turned out to be a catastrophic failure. The magnet has eighteen windings of superconducive wires inside the vessel. One of the windings lost connectivity, but did not cause a quench. However, the image being produced degraded in a short amount of time. GE, the vendor, stated that this unusual winding failure has only happened twice in recent years. According to GE contributing factors may include extended hours of scanning; routinely running protocols that tax the magnet, gradient amplifiers and power supplies with long-endurance scans; running protocols that employ a small field of view (pediatrics or neuro scans); small slice thickness, and/or odd

On October 25, 2016, CHS Pineville filed a No Review request to temporarily lease an out-ofstate mobile MRI scanner while work was performed on the existing fixed MRI Scanner. The

CON Section approved this request on October 28, 2016 (see Attachment C). On December 12, 2016, GE took the fixed MRI equipment out of service in order to repair the unit and CHS Pineville

The estimated cost to repair the almost 12-year old MRI unit is \$400,000. In addition, CHS Pineville had planned to replace this unit in 2018 due to computer obsolescence and new technology advances. Thus, CHS Pineville has determined that the best alternative is to replace the broken existing fixed MRI Scanner with the new GE Optima MR450w 1.5T GEM MR System. CHS Pineville will continue to the lease the mobile MRI scanner until the new proposed equipment is installed and operational. Upon operation of the new fixed MRI scanner, CHS Pineville will no longer utilize the temporary mobile MRI scanner. At no time will CHS Pineville's fixed MRI scanner and the temporary mobile MRI scanner be operated simultaneously.

The purpose of this letter is to provide the Agency with notice and to request a determination that CHS Pineville's purchase of the Replacement Equipment is exempt from Certificate of Need ("CON") review under the replacement equipment exemption provisions contained in Session Law 2013-360, Section 12G.3(b) and Session Law 2013-363, Section 4.6 (which are codified at N.C.

The General Assembly has chosen to exempt certain, otherwise reviewable events from CON review. Among those exemptions is the acquisition of "replacement equipment," defined as

"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

See N.C. Gen. Stat. 131E-176(22a). Under the new provisions found at N.C. Gen. Stat. 131E-

- The Department shall exempt from certificate of need review the purchase of any (f) replacement equipment that exceeds the two million dollar (\$2,000,000) threshold set forth in G.S. 131E-176(22) if all of the following conditions are met:
 - (1) The equipment being replaced is located on the main campus.
 - (2) The Department has previously issued a certificate of need for the equipment being replaced. This subdivision does not apply if a certificate of need was not required at the time the equipment being replaced was initially purchased by the licensed health service facility.
 - (3) The licensed health service facility proposing to purchase the replacement equipment shall provide prior written notice to the Department, along with supporting documentation to demonstrate that it meets the exemption criteria of

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- (14n) "Main campus" means all of the following for the purposes of G.S. 131E-184(f) and (g) only:
 - a. The site of the main building from which a licensed health service facility provides clinical patient services and exercises financial and administrative control over the entire facility, including the buildings and grounds adjacent to that main building.
 - b. Other areas and structures that are not strictly contiguous to the main building but are located within 250 yards of the main building.

The Existing Equipment is currently located in suite G157 on the ground floor of CHS Pineville's main campus (see Attachment B). The main hospital building from which Carolinas HealthCare System exercises financial and administrative control over Carolinas HealthCare System Pineville is located at 10628 Park Road, Charlotte, NC 28210 (see Attachment B). Carolinas HealthCare System Pineville President's office is located on the ground floor of the main hospital building.

In addition to the foregoing, to qualify for this exemption, the replacement equipment must be "comparable" to the equipment it replaces and the equipment being replaced must be "sold or otherwise disposed of when replaced." CHS Pineville's proposal qualifies for this exemption.

A. Cost of the Replacement Equipment

The purchase price of the Replacement MRI Equipment is \$1,553,350 (\$1,462,000 MRI + \$91,350 Tax). Quotes for the MRI Replacement Equipment from GE and supporting equipment are provided in Attachment D. The projected total capital cost of the project is \$2,219,667 (including taxes and freight) and includes the removal of the existing equipment and installation of the Replacement Equipment as well as the cost to lease a temporary mobile while the new equipment is being installed (\$228,000). The total capital cost schedule and the certified cost estimate of the renovation required to install the new equipment are provided in Attachment E.

B. Equipment Being Replaced is Located on the Main Campus

The Existing Equipment is currently located in suite G157 on the ground floor of CHS Pineville's main hospital building (see Attachment B). The Replacement Equipment will be located in the same location as the Existing Equipment (see Attachment B).

C. Certificate of Need Issued for Equipment Being Replaced

This proposal also fits within the new exemption criterion in Section 131E-184(f)(2) because the Department issued a Certificate of Need for the Existing Equipment (see Attachment F). The Existing Equipment was purchased in 2005.

D. Comparable Equipment

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"Comparable medical equipment" means equipment which is functionally similar and which is used for the same diagnostic or treatment purposes.

CHS Pineville intends to use the Replacement Equipment for substantially the same MRI procedures for which it currently uses the Existing Equipment. The Existing Equipment is a GE Signa 1.5T HDxt 16 Channel that was installed new in 2005. This Existing Equipment has been used for MRI procedures since installation.

The Replacement Equipment will perform all procedures currently performed on the Existing Equipment. Although it possesses some expanded capabilities due to technological improvements, the Replacement Equipment will perform the same MRI procedures (see Attachment G for the Equipment Brochure). The Replacement Equipment is therefore "comparable medical equipment" as defined in Subsection (c).

Furthermore, CHS Pineville does not intend to increase patient charges or per procedure operating expenses within the first 12 months after equipment acquisition. For further equipment comparison, please refer to Attachment H, the Equipment Comparison Chart.

Subsection (d) of the regulation further provides:

- (1) it has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and
- (2) it is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service; and
- (3) the acquisition of the equipment does not result in more than a 10.0 percent increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

The Replacement Equipment will meet all three of tests set out in Subsection (d). The Replacement Equipment satisfies the technology and functionality tests in Subsection (1) and (2) as discussed above and identified in the Comparison Chart (Attachment H). Moreover, CHS Pineville represents the use of the Replacement Equipment will not result in the types of expense or charge increases described in Subsection (d)(3).

Documentation provided in Attachment I indicates that 7,869 procedures were performed from January to December 11, 2016 on the fixed existing equipment.

E. Disposition of Equipment

Please see Attachment J for a letter documenting the Existing Equipment will be taken out of service and will not be re-sold or re-installed in North Carolina without appropriate certificate of need approval.

CONCLUSION:

Based on the foregoing information, CHS Pineville hereby requests that the Agency provide a written response confirming that the acquisition of the Replacement Equipment described herein is exempt from CON review. If the Agency needs additional information to assist in its consideration of this request, please let us know.

Thank you for your consideration of this notice.

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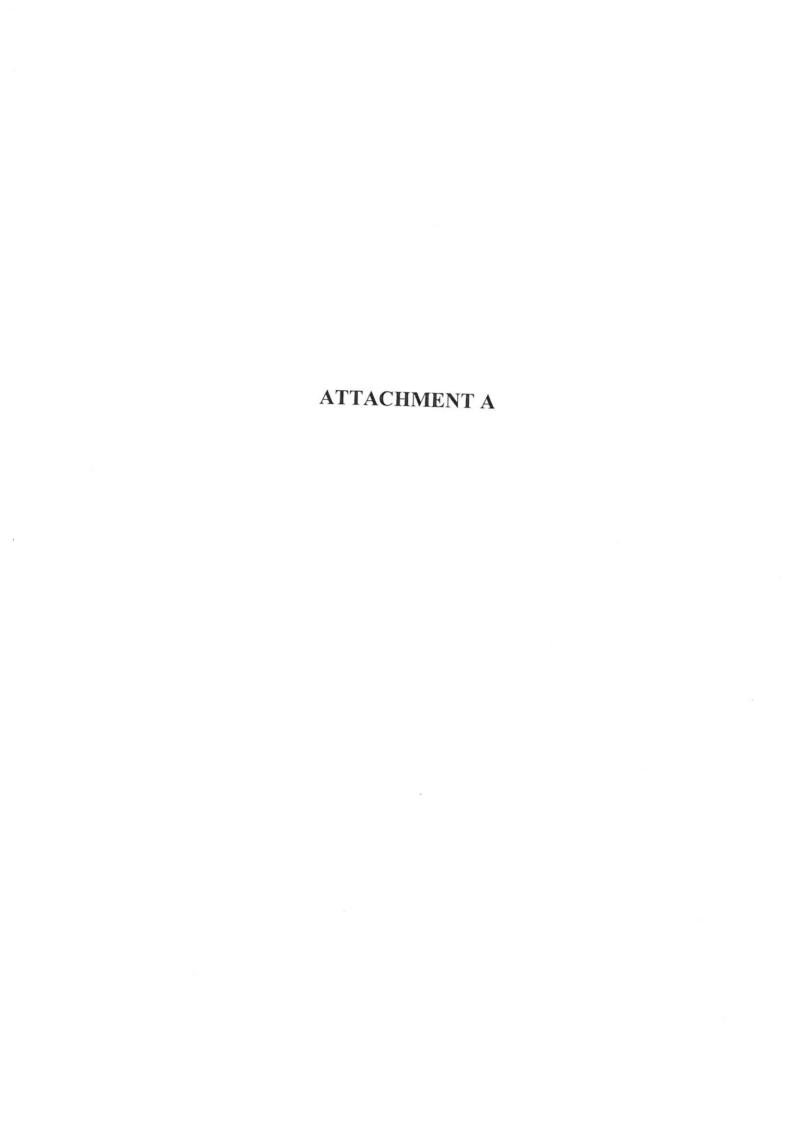
Sincerely,

Elizabeth V. Kirkman Assistant Vice President

CHS Strategic Services Group

Attachments

cc: Chris Hummer, President, Carolinas HealthCare System Pineville



State of Aorth Carolina Services Department of Health and Human Services Division of Health Service Regulation

Effective January 01, 2016, this license is issued to Mercy Hospital, Inc.

to operate a hospital known as Carolinas HealthCare System Pineville located in Charlotte, North Carolina, Mecklenburg County.

This license is issued subject to the statutes of the State of North Carolina, is not transferable and shall remain in effect until amended by the issuing agency.

> Facility ID: 110878 License Number: H0042

Bed Capacity: 235

General Acute 206, Rehabilitation 29,

Dedicated Inpatient Surgical Operating Rooms:

Dedicated Ambulatory Surgical Operating Rooms: Shared Surgical Operating Rooms:

Dedicated Endoscopy Rooms:

Authorized by:

Secretary, N.C. Department of Nealth and

Human Services



Director, Division of Health Service Regulation



ATTACHMENT B





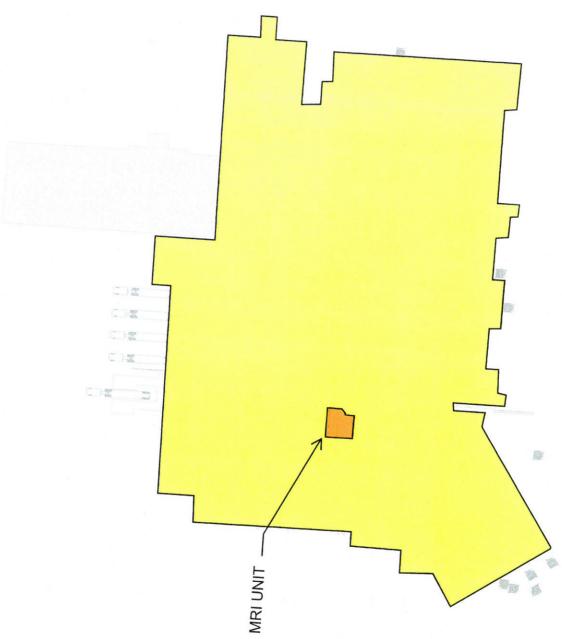
CHS PINEVILLE SITE PLAN

MRI REPLACEMENT

Carolinas HealthCare System

03 February, 2017





MRI REPLACEMENT

Carolinas HealthCare System 03 February, 2017

LEVEL 00 OVERALL PLAN



ATTACHMENT C



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

Pat McCrory Governor

Richard O. Brajer Secretary DHHS

Mark Payne, Director Health Service Regulation

October 28, 2016

Gary Qualls K & L Gates LLP P.O. Box 14210 Research Triangle Park, NC 27709-4210

Exempt from Review - Replacement Equipment

Record #:

2085

Facility Name:

Carolinas HealthCare System Pineville

FID #:

Business Name:

The Charlotte-Mecklenburg Hospital Authority

Business #:

Project Description:

Temporarily replace existing fixed MRI scanner with a mobile MRI scanner

County:

Mecklenburg

Dear Mr. Qualls:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of October 25, 2016, 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 utilize, without a certificate of need, a temporary mobile MRI scanner. This determination is based on your representations that the existing unit will be repaired and that the temporary mobile MRI scanner will be removed from North Carolina once the repair on the fixed MRI scanner is completed and that it will not be used again in the State without first obtaining a certificate

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.

Gloria C. Hale Project Analyst

Gloria C. Hale

Martha J. Frisone

Assistant Chief, Certificate of Need

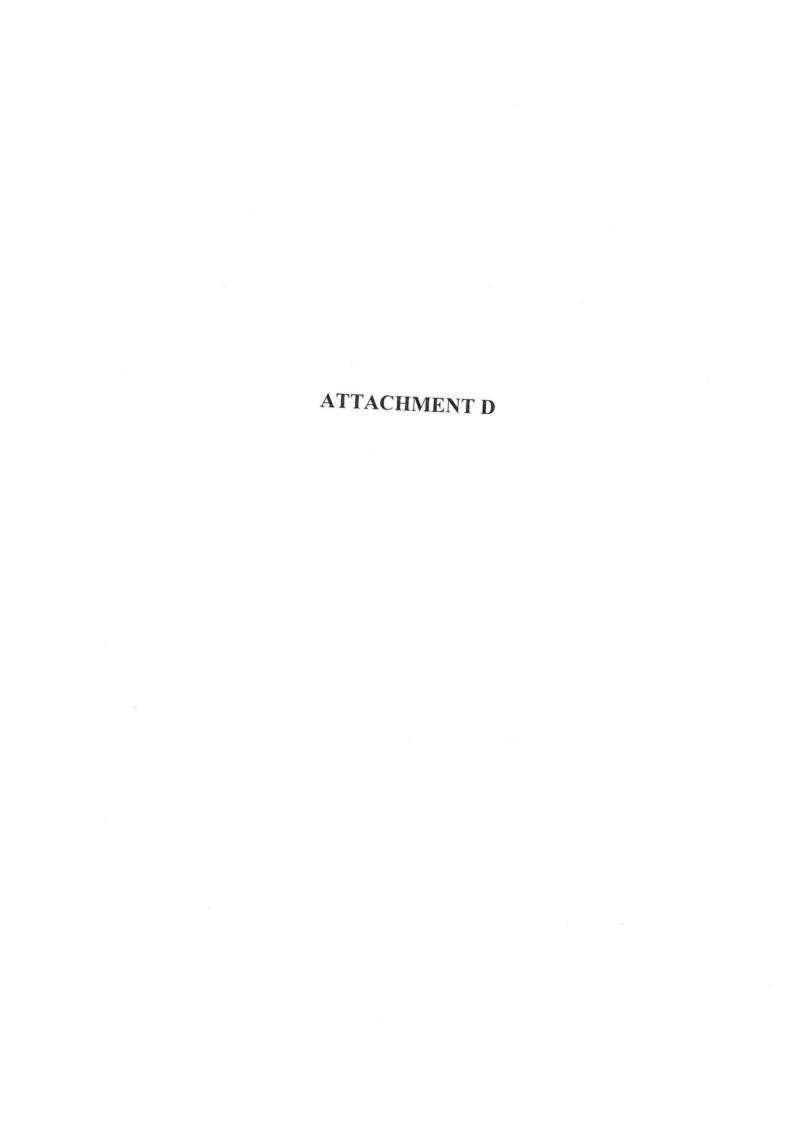
cc:

Paige Bennett, Assistant Chief, Healthcare Planning, DHSR



Healthcare Planning and Certificate of Need Section

www.ncdhhs.gov Telephone: 919-855-3873 • Fax: 919-715-4413 Location: Edgerton Building • 809 Ruggles Drive • Ralcigh, NC 27603 Mailing Address: 2704 Mail Service Center •Raleigh, NC 27699-2704 An Equal Opportunity/ Affirmative Action Employer







Date:

01-25-2017

Quote #: Version #: PR16-C10106

Carolinas Medical Center Pineville 10628 Park Rd Charlotte NC 28210-8407

Attn: Timothy Grandstaff 10628 Park Rd Charlotte

Customer Number:

1-2314HN

NC 28210-8407

Quotation Expiration Date: 03-31-2017

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 Warrantylies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE 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

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

Governing Agreement:

CSS-GEHC MVA July 15 2011

Terms of Delivery:

FOB Destination

Billing Terms:

100% billing at Ship Completion (Fulfillment) / Delivery

Payment Terms:

60 DAYS NET

Total Quote Net Selling Price:

\$1,260,000.00

Each party has caused this agre CUSTOMER Authorized Customer Signature rint Name	Date Print Title	GE HEALTHCARE Vincent Romano Signature	set forth below. 01-25-201 Date
CUSTOMER		GE HEALTHCARE	set forth below.
SUSTOMER		g to daily dathonized representative as of the date	set forth below.
- Son party has caused this agre	executed	Du its duly guthorized	
Each party has an	ement to be executed	t made any handwritten modifications. Manual cho and an indication in the form of payment section be	low) will be void.
By signing below, each party o Agreement (except signatures ir	ertifies that it has not	t made any handwritten modifications. Manual cho	
Third Party Lease (please iden			
GE HFS Loan			
GE HFS Lease			
Services (GE HFS) to fund this arra Cash/Third Party Loan	is NOT selected at the ti ngement after shipment.	ime of signature, then you may NOT elect to seek financir	ng with GE Healthcare Financio
If "GE HFS Loan" or "GE HES Loans	# :- NOT :		
If "GE HFS Loan" or "GE HFS Lease Services (GE HFS) to fund this arro	" is NOT selected at the ti	ime of signature, then you may NOT plants.	

1/29

GE Healthcare Confidential and Proprietary General Electric Company, GE Healthcare Division





01-25-2017 PR16-C10106

Total Quote Selling Price Trade-In and Other Credits

Total Quote Net Selling Price

\$1,462,000.00 \$202,000.00

\$1,260,000.00

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:

Vincent Romano

Mobile: +1 646 942 0211 Email: vinny.romano@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

Verbiage on the purchase order must state one of the following: (i) Per the terms of Quotation #; (ii) Per the terms of GPO#; (iii) Per the terms of MPA #; or (iv) Per the terms of SAA #, Include the applicable quote/agreement number with the reference on the purchase order. In addition, source of funds (choice of: Cash/Third Party Loan or GE HFS Lease or GE HFS Loan or Third Party Lease through,), must be indicated, which may be provided by GE Healthcare)."	n addition, source of funds (choice of: Cash/Third Party Long or GE HES Jacobs of GENES).
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01-25-2017 PR16-C10106

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Description

MR450w 1.5T GEM Optima MR450w 1.5T GEM ES Promos

Optima MR450w 1.5T GEM MR System ES Platform

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 Coil Package
- Express 2.0 Workflow
- ScanTools and ES Tools

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%

Acoustic Noise Reduction Technology: The Optima MR450w GEM system features five levels of acoustic reduction technology to deliver an enhanced patient environment.

- · Gradient & RF coil isolation
- Acoustic dampening material
- Vibro-acoustic isolation



01-25-2017 PR16-C10106

4

Qty

Description

• Gradient waveform optimization

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.

- Coil input ports: 138
- Simultaneous channel/receivers: 32
- · Receiver sampling per channel: 80 MHz
- Receiver dynamic range at 1 Hz BW: >165 dB
- Receiver resolution: up to 32 bits
- Digital quadrature demodulation

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.

- 8GB DDR3 Memory
- 146GB SAS disk subsystem
- 24" flat panel LCD with 1920x1200 resolution
- · Single tower configuration
- DVD interchange

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.

M7000ZM (1 unit included in S7525SB) 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.

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Description

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.

- Maximum patient weight for scanning: 500 lbs
- Maximum patient weight mobile: 500 lbs
- Maximum patient weight for lift: 500 lbs
- 205 cm symmetrical scan range
- Automated vertical and longitudinal power drive
- Fast longitudinal speed: 30 cm/sec
- Slow longitudinal speed: 0.5 cm/sec
- Integrated arm boards & non-ferrous IV pole
- IntelliTouch & laser land-marking

GEM Suite 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:

- T/R Body Coil & T/R Head Coil
- GEM PA, HNU & AA Arraus
- GEM Standard Flex Suite & Positioner
- 3-channel Shoulder Array

M7000AA (1 unit included in S7525SB) 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.

- Elements: 40
- Length: 100 cm; Width: 40cm
- S/I coverage: 100cm head-first or feet-first
- Parallel imaging in all three scan planes
- Head-first or feet-first positioning

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.

M7000AB (1 unit included in S7525SB) The GEM Head and Neck Unit includes the head base-plate and three anatomically optimized anterior arrays: the anterior Neuro-vascular array,



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Description

the anterior cervical spine array, the anterior open-face array.

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.

- Elements: up to 28 combined with PA and AA
- Length: 49.5 cm; Width: 38.8cm
- Height with NV Array: 36.8 cm
- Height with Cervical Array: 33.6 cm
- Height with Open Array: 25.7 cm
- S/I coverage: up to 50 cm with PA and AA
- Parallel imaging in all three scan planes
- Head-first or feet-first positioning

M7000AD (1 unit included in S7525SB) 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.

- Elements: up to 36 combined with PA
- Length: 55.6 cm; Width: 67.3cm
- S/I coverage: 54 cm
- R/L coverage: up to the full 50 cm FOV
- Parallel imaging in all three scan planes
- · Head-first or feet-first positioning

M7000SC (1 package included in S7525SB) and M7005BE (1 unit included in S7525SB) 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:

- Large Flex Array: 23 cm x 70 cm
- Medium Flex Array: 23 cm x 48 cm
- GEM Flex Interface Module P-Connector
- Positioning Devices



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M7000AT (1 unit included in S7525SB) 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.

Workflow: Express Workflow 2.0 incorporates features designed to streamline and automate exams

- In-Room Operator Console and controls
- IntelliTouch land-marking
- Protocol Libraries & Management Tools
- Workflow Manager & Auto Functions
- Inline Processing, Networking & Viewing
- Start Scan, Stop Scan, Pause/Resume Scan

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:

- Display of patient name, ID, study description
- · Display and entry of patient weight
- Display and entry of patient orientation and position
- Cardiac gating waveform display
- EKG lead confirmation with gating control
- Respiratory waveform display
- IntelliTouch Landmarking
- AutoStart
- · Display of coil connection and status
- Display of table location and scan time
- Screen saver

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.

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.





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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.

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.

ScanTools: ScanTools 25.1 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.

Advanced Neuro Applications:

- PROPELLER 3.0 motion robust radial FSE
- PROPELLER 3.0 FSE-based diffusion imaging
- 3D Cube 2.0 FSE-based 3D imaging
- Dual Inversion 3D Cube imaging
- Spin Echo & Fast Spin Echo Suites
- T1-FLAIR & T2-FLAIR Suite
- Gradient Echo & Fast GRE Suites
- Spoiled Gradient Echo & Fast SPGR Suites
- Echo Planar, EPI FLAIR & fMRI EPI Suites
- · EchoPlus with RTFA diffusion imaging
- 3D FIESTA & 3D FIESTA-C steady-state imaging
- 3D BRAVO IR-prepped fast SPGR imaging
- 3D COSMIC modified steady-state imaging
- 2D/3D MERGE multi-echo recombined GRE imaging
- PROBE PRESS single voxel spectroscopy
- BrainSTAT GVF & AIF parametric maps
- Ready Brain automated brain exam prescription
- DWI Prep

Advanced Spine & MSK Applications:

- PROPELLER 3.0 motion-robust radial FSE
- 3D Cube 2.0 FSE-based 3D imaging

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- Spin Echo & Fast Spin Echo Suites
- Gradient Echo & Fast GRE Suites

Description

- 3D COSMIC modified steady-state imaging
- 2D/3D MERGE multi-echo recombined GRE imaging
- High Bandwidth FSE artifact reduction
- Spectral Spatial Fat Suppression

Advanced Body Applications:

- Body Navigators pencil-beam diaphragm tracker
- PROPELLER 3.0 motion robust radial FSE
- Spin Echo & Fast Spin Echo Suites
- Gradient Echo & Fast GRE Suites
- 3D Cube 2.0 FSE-based 3D imaging
- 3D LAVA T1 DCE imaging with Turbo ARC
- 2D/3D Dual Echo Fat-Water Imaging
- 3D FRFSE MRCP & HYDRO imaging
- Enhanced SSFSE single-shot FSE imaging
- · 2D FS FIESTA steady-state imaging
- Multi-phase DynaPlan
- SmartPrep automated bolus detection
- Fluoro Trigger real-time bolus monitoring
- Respiratory Compensation, Gating & Triggering
- iDrivePro & iDrivePro Plus real-time imaging
- SPECIAL IR Fat Saturation

Advanced Vascular Applications:

- Body Navigators pencil-beam diaphragm tracker
- 2D/3D Time-Of-Flight & 2D Gated Time-of-Flight
- 2D/3D Phase Contrast & Phase Contrast Cine
- SmartPrep automated bolus detection
- Fluoro Trigger real-time bolus monitoring
- 3D QuickStep automated multi-station imaging
- Magnetization Transfer& Flow Compensation
- Peripheral & EKG Gating & Triggering

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• Respiratory Compensation, Gating & Triggering

Advanced Cardiac Applications:

- Double-Triple IR-FSE with spectral fat suppression
- FastCine FGRE-based, gated multi-phase imaging
- 2D FIESTA Cine steady-state, gated multi-phase imaging
- 3D FS FIESTA steady-state coronary imaging
- iDrivePro Plus real-time inter-active imaging
- Blood Suppression
- Cardiac Compensation, Gating & Triggering
- Respiratory Compensation, Gating & Triggering
- Cine Paging (128 images/4 windows @ 30fps)

Advanced Imaging Tools:

- ARC & Turbo ARC data-based parallel acceleration
- ASSET 3.0 image-based parallel acceleration
- Real Time Field Adjustment for DWI
- Chemical Shift Direction Selection
- 2D/3D GradWarp compensation
- Acoustic Reduction Technology
- IR Prep, DE Prep & T2 Prep
- Full Echo Train & Tailored RF
- Spectral Spatial Fat Suppression
- SPECIAL IR Fat Suppression
- ASPIR Fat Suppression
- Matrix ZIP 512 & ZIP 1024
- 3D Slice 2X ZIP & 4X ZIP
- Square Pixel & Rectangular FOV
- No Phase Wrap & No Frequency Wrap
- Extended Dynamic Range

Advanced Processing & Display:

- Inline Viewing & Inline Processing
- Image Fusion & Image Pasting
- SCIC & PURE surface coil intensity correction



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- Multi-planar Volume Reformat
- Interactive Vascular Reformat
- ClariView Image Filtering
- Compare Mode & Reference Image
- Cine Paging (128 images/4 windows @ 30fps)

Advanced FuncTool Analysis:

- ADC maps & eADC mapping
- Correlation Coefficient analysis
- NEI Negative Enhancement Integral analysis
- MTE Mean Time To Enhance analysis
- Positive Enhancement Integral analysis
- Signal Enhancement Ratio analysis
- Maximum Slope Increase analysis
- Maximum Difference Function analysis
- Difference Function analysis

Neuro Expert Package

- eDWI
- SWAN
- DTI
- FiberTrak

The eDWI application includes the acquisition sequence and post-processing tools. It is designed to provide high signal-to-noise-ratio diffusion images of the brain and liver with short-acquisition time. Its multi-B feature is designed to provide measurement of apparent diffusion coefficient (ADC) map with reduced effect of perfusion. In addition, "3 in 1" B value combining technique, applies diffusion weighting to all three gradients simultaneously, helping improve sensitivity. Its smart NEX feature significantly reduces the acquisition time. Inversion recovery has been deployed to provide robust fat suppression.

SWAN is a volumetric 3D acquisition technique that is sensitive to differences in susceptibility between different tissues. This technique acquires multiple-echoes at different echo times to highlight regions with increased T2* (susceptibility-induced) decay. Utilizing multiple-echoes, SWAN generates images with higher SNR when compared with similar techniques that rely on a single echo.





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Description

Diffusion Tensor Imaging (DTI) creates contrast based on the degree of diffusion anisotropy in cerebral tissues such as white matter. The DTI method expands Echo planar imaging capability to include diffusion imaging sequence using motion sensing gradient pulses along 6 to 155 orientations in order to generate tensor component images. With the Express Workflow, fractional anisotropy (FA) and Volume Ratio Anisotropy (VRA) maps may be automatically created after image acquisition without any user intervention.

FiberTrak is a host computer post processing tool expands the capability of Diffusion Tensor imaging by generation of 2D color orientation maps, 2D eigenvector maps, and 3D tractography maps from the diffusion tensor image data. The resulting datasets may be easily saved and archived for later use.

Vascular Expert Package

- Inhance Suite 2.0
- TRICKS
- Flow Analysis

The Inhance Suite application consists of several sequences designed to provide high-resolution images of the vasculature with short-acquisition times and excellent vessel detail. These sequences include: Inhance Inflow IR: Inhance Inflow IR is an angiographic method, which has been developed to image renal arteries with ability to suppress static background tissue and venous flow. This sequence is based on 3D FIESTA, which improves SNR, as well as produce bright blood images.

Inhance 3D Velocity: Inhance 3D Velocity is designed to acquire angiography images in brain and renal arteries with excellent background suppression in a short scan time. By combining a volumetric 3D phase contrast acquisition with parallel imaging, efficient k-space traversal, and pulse sequence optimization, Inhance 3D Velocity is capable of obtaining complete Neurovascular imaging in 5-6 minutes.

Inhance 3D Deltaflow is a 3D non-contrast enhanced MRA application for peripheral arterial imaging. Inhance 3D Deltaflow is based on the 3D Fast Spin Echo technique and it utilizes the systolic and diastolic flow differences to help generate arterial signal contrast. A subtraction of the systolic phase from the diastolic phase images results in arterial only images, with venous and background suppression.

Inhance 2D Inflow: The Inhance 2D Inflow pulse sequence is designed to acquire angiography images of arteries, which follow almost a straight path, i.e. femoral, popliteal, carotid arteries, etc.





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Description

TRICKS provides high resolution multi-phase 3D volumes of any anatomy for fast accurate visualization of the vasculature. With segmented complex data recombination, TRICKS can accelerate 3D dynamic vascular imaging without compromising spatial detail. TRICKS also uses elliptic centric data collection for optimized contrast resolution and auto-subtraction for optimized background suppression. The result is time course imaging that does not require timing or triggering, provides high temporal and high spatial resolution, and enables the extraction of optimum phases of data. As a result, TRICKS enables reliable, high quality vascular imaging.

Flow Analysis automates the review and analysis of gated phase contrast magnetic resonance (MR) images and generates a report for the referring physician. This version is available on the host computer. Flow Analysis has an automated edge detection algorithm that propagates through all the phases of the cine phase contrast series. The flow analysis measurement tab displays a summary chart of peak velocities in addition to individual velocity results from each phase of the cardiac cycle. A background correction may also be applied which is particularly suited to slow flowing fluid such as cerebrospinal fluid. Customizable Macros are a feature of Flow Analysis 4.0. These Marcos allow the user to quickly write a report specific to the patient being assessed with simple mouse clicks. The macros are customizable to reflect the language used by the reporting physician. Flow Analysis offers the capability to archive reports or cine images as seen in a DICOM format so they may be viewed on any DICOM viewer.

Optima MR450w with GEM Magnet Design

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 Cryogens.
- Magnet length 145cm.

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- Patient Aperture 76 cm.
- Patient Bore Diameter 70cm.
- Patient Bore Length 105cm.
- Maximum Field of View 50 cm x 50 cm x 50 cm.

Magnet Homogeneity: Typical ppm and Guaranteed ppm shown.

- 10cm DSV 0.007 and 0.02.
- 20cm DSV 0.035 and 0.06.
- 30cm DSV 0.11 and 0.18.
- 40cm DSV 0.5 and 0.7.
- 45cm DSV 1.2 and 1.6.
- 50x50x45cm 2.3 and 3.6.
- 50cm DSV 3.3.

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):

- 5 Gauss = 4.0 m x 2.5 m.
- 1 Gauss = 6.2 m x 3.7 m.

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.

Optima MR450w 1.5T GEM 32ch+ System Electronics

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.

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

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for practices of all sizes and specialties.

Volume Reconstruction Engine Architecture:

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 55,000 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.

Vibroacoustic Dampening Kit

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 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.

Main Disconnect Panel

The Main Disconnect Panel safeguards the MR system's critical electrical components, by providing complete power distribution and emergency-off control.

Preinstallation Collector and Cable Concealment Kit.

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:

- · Heat exchange cabinet for distribution of chilled water.
- Primary Penetration wall panel for support of the penetration cabinet.
- Secondary Penetration wall panel for support of gradient filters, helium cables, and chilled air and water.
- · Helium cryocooler hose kit.

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.

MR450w Dock and 32-Channel Switch Collector

The MR450w Dock and 32-Channel Switch collector provides the interface between the magnet

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Qtu Description 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. 1 Optima MR450w Cable Configuration - A 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. 1 English Keyboard 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. 1 Operator's Console Table Wide table designed specifically for the color LCD monitor and keyboard. 1 1.5T Calibration Phantom Kit 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. 1 Calibration Kit Phantom Holder Cart 1 Standard Service License GE Healthcare has reclassified its service tools, diagnostics and documentation into various classes (please refer to the Service Licensing Notification statement at the beginning of this Quotation). The Standard License provides access to service tools used to perform basic level service on the Equipment and is included at no charge for the warranty period. 1 1.5T Small Flex Coil with Interface The Small Flex Coil is the smallest of a versatile set of high density 16-channel receive coils designed to give high quality images in a wide range of applications. The smallest of these three coils is optimized for the reduced field of view and improved image quality needed in hand, wrist, and elbow imaging applications. Together with an extra interface assembly, this coil is ideal for MR sites doing a higher volume of musculoskeletal scans. The high degree of flexibility is particularly advantageous when imaging patients that do not fit the constraints of rigid coils, improving the patient and technologist experience, and enabling

most exams to be completed with the same level of image quality expected from dedicated





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Description

coils.

Includes:

- 1.5T Small Flex Coil.
- Flex Interface Module 16-channel Fixed, P-Connector.
- Flex Interface Module Cover.

GE MR Heat Exchanger Manual Cryogen Compressor Water Bypass Option

Add a level of magnet protection with a Manual Cryogen Compresor Bypass. In case of a power failure, you can cycle municipal or facility water through the cryogen compresor and reduce cryogen loss and reduce the likelihood of quenching.

FEATURES AND BENEFITS

- · Easy to install and simple to use
- Helps switch over water supply to your cryogen compressor in the event of loss of power to reduce cryogen loss
- Includes fluid supply pressure gauge, temperature gauge and flow rate meter for easy verification of operation
- Manual operation reduces unintentional switch-overs and coolant dumping during brown-outs and supply power glitches

COMPATIBILITY

Must be used with a GE MR Heat Exchanger:

- E8911CA
- E8911CB
- E8911CC
- E8911CD
- E8912CA
- E8912CB
- E8912CC
- E8912CD

NOTES:

Item is NON-RETURNABLE and NON-REFUNDABLE

GE Optima MR450w Heat Exchangers

- 49kW (20Tons)

Cooling for your GE Healthcare MR system has never been so easy. GE Healthcare has

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partnered with the Glen Dimplex Group, a world leader in cooling systems, to offer heat exchangers designed to meet the needs of your MR System. Now you can look to GE Healthcare for your entire MR purchase and support.

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.

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.

FEATURES AND BENEFITS

- o Designed to provide stable fully dedicated cooling for your MR system's needs
- o Water/glycol outdoor-air-cooled heat exchangers to support your highest exam volumes and your full range of diagnostic procedures
- o Redundant fluid pumps with automatic switchover let you keep operating with no loss of cooling even if one pump goes down
- o 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
- o Quiet operation between patient exams and overnight ideal for facilities in residential areas
- o Comes with installation support, installation visits, preventative maintenance visit and 1 full year of parts and labor warranty
- o Installation support includes: support through GE's Project Manager of Install, GE's Design Center, technical support from the Glen Dimplex company, two (2) installation visits
- o Comprehensive and quality service rapidly delivered through our CARES service solution
- o 65 gallons of 100% glycol concentrate for complete system filling and diluting
- o Wall mounted remote display panel provides the ability to monitor the system's operation and indicates possible system errors
- o Filter kit with flow meter helps to ensure purity of water prior to entry to the MR system
- o Highly recommended that Vibration Isolation Spring Kit (E8911CJ) be added for systems that will be roof top mounted

SPECIFICATIONS

o Net Cooling Capacity: 49 kW / 20 Ton



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Qty Description o Maximum Coolant Flow: 35 gpm (132 l/m) o Coolant Outlet Temperature: 48 F (8.9 C) o Coolant Temp Stability: E 1.8 F (E1.0 C) o Max Coolant Pressure: 70 Psi (4.8 Bar) o Refrigerant: R407C o Ambient Temp Range: -20 to 120 F (-30 to 50 C) o Condenser Air Flow (Approx): 18,000 Cfm o Tank Capacity: 100 gal (378 I) o Flow Meter Range: 4-40 gpm o Filters: 50 micron cartridge filters o Supply Voltage: 460v / 3 phase / 60 Hz o Coolant Connections: 2" NPTF o Overall Size (L x W x H) 44" x 136" x 84.5" COMPATIBILITY: o GE MR450w or MR System NOTES: o Item is NON-RETURNABLE and NON-REFUNDABLE 1 TiP Discovery and Optima Family Training 10 Days Onsite Plus 10 Hrs TVA The TiP Training Choices program is designed for CURRENT GE customers WITHOUT HDx experience who purchase a Discovery or Optima system. Training is delivered onsite at the customer's facility and instructs students in start-up operation of the system and introduces participants to the system design, workflow, new options and clinical applications included. Extended TVA support ensures learners maintain performance over the long term. This training program must be scheduled and completed within 36 months after the date of product delivery. 1 Renovate to MR450w GEM 1.5T Upgrade to SIGNA Artist 1.5T 1 Upgrade to SIGNA Artist 1.5T 1 SIGNA™ Artist XT 1.5T 128-Channel Lift for MR450w GEM The SIGNA™ Artist Lift upgrade takes your existing Optima MR450w GEM system to SIGNA™ Artist XT with 128CH RF-receive channels and the SIGNA™Works productivity platform to



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energize your productivity, enhance security, improve diagnostics and boost your bottom line.

The Artist Lift configuration includes the system and RF electronics, operating software, imaging software, and post-processing software:

- New Enclosures for the existing magnet
- New TDI 128CH RF-Receive Technology
- New Anterior Array
- New Express Detachable Table
- New SIGNA™Flow and READYView Workflow
- New SIGNA™Works Applications Toolkit

Total Digital Imaging: SIGNA™ Artist XT features the 128-channel Total Digital Imaging RF architecture. This technology delivers images with enhanced clarity and high SNR performance. The TDI RF architecture includes:

- Direct Digital Interface (DDI) employs an independent analog-to-digital converter to digitize inputs from each of the 128 RF channels. Thus, very element translates to a digitized signal to deliver high quality images.
- Digital Micro Switching (DMS) technology represents a revolutionary advance in RF coil design by replacing analog blocking circuits with advanced Micro Electro-Mechanical System (MEMS) based blocking circuits enabling a coil design that supports ultrafast switching times for further expansion of Zero-TE imaging.
- SIGNA™ Artist is prepared for Digital Surround Technology (DST). DST delivers the ability to simultaneously acquire signal from the integrated body coil and the surface coil by combining the independently digitized signal from each. The superior SNR and sensitivity of the high-density surface coils are combined with the superior homogeneity and deeper signal penetration of the integrated RF Body Coil to deliver enhance image quality.

RF Coil Suite: The Artist coil suite 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 upgrade suite includes:

• (1) Anterior Array

The Anterior Array is designed for large field of view imaging for chest, abdomen, pelvis, and cardiac imaging. The AA coil is lightweight, thin and flexible, and pre-formed to conform to the patient's size and shape. With 54 cm of S/I coverage, the AA permits upper abdomen and pelvis imaging without repositioning the coil. In addition, two of AA's can be combined to perform extended coverage for Oncologic imaging.

Elements: up to 36 combined with PA



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Description

• Length: 55.6 cm; Width: 67.4 cm

• S/I coverage: 54 cm

R/L coverage: up to the full 50 cm FOV
Parallel imaging in all three scan planes

- · Head-first or feet-first positioning
- Gradient & RF coil isolation isolates the resonance module from the magnet
- Vibro-acoustic isolation isolated the magnet from the building
- Mass-damped acoustic barriers further mute sound
- Gradient waveform optimization user selectable

SIGNATMWorks clinical applications and SIGNATMFlow are the latest software platform from GE with core pulse sequences, specialized clinical applications, workflow enhancements and visualization tools designed to enable high productivity with exceptional quality and outcomes with SIGNATM Artist.

SIGNATMFlow is designed to standardize and accelerate workflow from patient set-up to scanning to review. Workflow can begin before the patient enters the magnet room and exams can be completed within a few mouse clicks – delivering quality and consistency for all patients and from all technologists. At the same time, SIGNATMFlow maintains the flexibility needed to rapidly adapt and optimize exams for patient specific situations.

- Express Detachable Table
- IntelliTouch Land-marking
- In-Room Operator Console
- Protocol Libraries & Management Tools
- Workflow Manager & Auto Functions
- Inline Processing, Networking & Viewing
- · ReadyView post processing (on console)

Express Docking Table: The Express table is a mobile patient transport device that includes the Posterior RF Array and touch sensitive IntelliTouch land-marking. The fully detachable 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. The Express table and embedded PA coil are designed to accommodate head-first or feet-first imaging for all supported exams.

- Coil Connection Ports: 3; one at each end; one for embedded PA
- Maximum patient weight for scanning: 500 lbs
- · Maximum patient weight mobile: 500 lbs
- Maximum patient weight for lift: 500 lbs



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Qty

Description

- 205 cm symmetrical scan range
- Automated vertical and longitudinal power drive
- Fast longitudinal speed: 30 cm/second
- Slow longitudinal speed: 0.5 cm/second
- Integrated arm boards & non-ferrous IV pole
- IntelliTouch & laser land-marking
- · Laser alignment land-marking

SIGNATMFlow Modality Worklist delivers an automated method to obtain patient, exam and protocol information from a DICOM work-list server. For sites with full DICOM connectivity, once a patient has been selected from the Modality Worklist, a new session can be started and the In-Room Operator Console will automatically highlight the relevant exam details. The Modality Worklist enables complete control of the MR protocol prescription, but also reduces work by allowing the MR protocol to be selected and linked to the patient record in advance of the patient's arrival.

SIGNATMFlow Protocol Tools enable exam automation while also giving the user complete control of protocols for prescription, saving, searching, and sharing. Protocols are organized into two libraries: GE Optimized (preloaded protocols) and Site Authored (customized and saved). Protocols can be saved based on patient demographics, anatomy, scan type, or identification number for rapid search and selection, and commonly used protocols can be flagged as favorites for quick selection from the Modality Work-list. ProtoCopy enables a complete exam protocol to be shared with the click of a mouse and provides a process for managing protocols across multiple systems as well as saving protocols for back-up.

GE protocols provided with the system include Protocol Notes designed to guide the user through the procedure. For special applications, Protocol Notes also include video guides with step-by-step video-based demonstration and instruction. Protocol Notes can be edited by the user to reflect protocol modifications to aid communication among users.

SIGNATMFlow Workflow Manager and Linking: Upon selection a protocol automatically loads into the Workflow Manager for implementation. The Workflow Manager controls location prescription, acquisition, processing, visualization and networking, and can fully automate these steps, if requested by the user. Once the target anatomy has been prescribed, the Linking feature can be used to translate appropriate parameters to all subsequent series that have been linked, eliminating the need for further action by the user.

Auto Functions when selected can automatically initiate the localizer, coil selection, series-to-series scanning, multi-station scanning, prescription of scan plans for brain exams, as



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Qty

Description

well as delivered instructions to the patient. Pause and Resume allows the user to pause a scan in progress (even in automated mode), to respond to a patient need, and then resume mid-scan (without starting the scan over) helping to address rescans.

Auto Navigators enable free-breathing (respiratory compensated) body imaging for patients unable to breath-hold. The diaphragm tracker pulse automatically places and updates to streamline workflow and eliminate the set-up time associated with respiratory bellows. Auto Navigators can be use with a broad range of imaging techniques including dynamic contrast enhanced T1-weighted imaging.

SIGNATMFlow Inline Processing automatically completes post-processing steps for the user after the images have been reconstructed and saved into the database. For certain tasks, such as vascular segmentation, the user must accept the results, or complete additional steps prior to saving the images to the database. These automated processing steps can be saved to the (scan) protocol to ensure consistent output and workflow:

- Diffusion weighted series: automatic compute and save
- Diffusion tensor series: automatic compute and save
- eDWI: automatic compute and save
- Image filtering: automatic compute and save
- Maximum/Minimum Intensity Projection: automatic compute and save
- Pasting: automatic compute and save
- Reformat to orthogonal plane: automatic compute and save
- T2 map for cartilage: automatic compute and save
- 3D Volume Viewer: automatic load
- Image Fusion: automatic load
- Interactive Vascular Imaging: automatic load
- FiberTrak: automatic load
- · Spectroscopy: automatic load

SIGNATMFlow Advanced Visualization: READYView is an advanced visualization tool designed to simplify the quantitative analyses of multiple data sets. READYView automatically selects the most relevant post-processing protocol for the user and provides guided workflow and general assistance for the processing algorithms. In addition, the user can customize workflows with adjustable layouts, personalized parameter settings, and custom review steps. Key capabilities of READYView include the ability to analyze, export and save:

- Time series
- · Diffusion weighted series



Qty

Date: Quote #: Version #:

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- · Diffusion tensor series
- · Variable echo series
- Blood oxygen level dependent series (functional data)
- Spectroscopy data (single voxel and 2D or 3D CSI)
- · Elastography series

SIGNATMWorks applications tools are designed to complement SIGNATMFlow to standardize and accelerate workflow from patient set-up to scanning to review. The clinical imaging tools are organized to address six clinical areas: NeuroWorks, OrthoWorks, BodyWorks, OncoWorks, CVWorks and PaedWorks.

NeuroWorks delivers applications and imaging options optimized for the challenges of Neuro imaging. Please refer to the product data sheet for SIGNA $^{\text{TM}}$ Artist for complete details.

- ReadyBrain automated brain exam prescription
- Silent Suite with 3D Silenz and PROPELLER MB
- PROPELLER MB motion robust radial FSE now with T1 and Fat Suppression (STIR and ASPIR)
- 3D Cube FSE-based imaging including Dual Inversion Recovery
- 3D COSMIC modified steady state imaging
- 3D BRAVO IR prepared fast SPGR imaging
- 3D FIESTA and 3D FIESTA-C fast steady state imaging
- eDWI enhanced diffusion with Multi-B value and SmartNEX
- DTI diffusion tensor imaging
- FiberTrak processing for diffusion tensor imaging
- FOCUS 2D slice-selective high-resolution diffusion
- SWAN 2.0 susceptibility imaging
- FLEX fat-water separation imaging for FSE and Cube
- IDEAL fat-water separation imaging for FSE and GRE
- PROBE PRESS single voxel spectroscopy
- BrainStat AIF parametric maps
- READYview and BrainView post-processing

OrthoWorks delivers applications and imaging options optimized for the challenges of MSK and Spine imaging. Please refer to the product data sheet for SIGNATM Artist for complete details.

- MARS High Bandwidth distortion reduction for FSE
- PROPELLER MB motion robust radial FSE now with T1 and Fat Suppression (STIR and ASPIR)
- 3D Cube FSE-based imaging



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Qty Description

- 3D COSMIC modified steady state imaging
- 2D/3D MERGE T2* multi-echo fast gradient echo imaging
- FLEX fat-water separation imaging for FSE and Cube
- IDEAL fat-water separation imaging for FSE and GRE
- · CartiGram T2 cartilage assessment
- READYView post-processing

BodyWorks delivers applications and imaging options optimized for the challenges of Body imaging. Please refer to the product data sheet for SIGNA™ Artist for complete details.

- Body Navigators pencil-beam diaphragm tracker
- PROPELLER MB motion robust radial FSE now with T1 and Fat Suppression (STIR and ASPIR)
- 3D Cube FSE-based imagina
- eDWI enhanced diffusion with Multi-B value and SmartNEX
- FOCUS 2D slice-selective high-resolution diffusion
- 3D LAVA and TurboLAVA with Turbo ARC and SPECIAL
- 3D LAVA Flex and TurboLAVA Flex with fat-water separation
- 2D Fat Sat FIESTA fast steady state imaging
- Enhanced SSFSE Snapshot imaging
- FLEX fat-water separation imaging for FSE and Cube
- IDEAL fat-water separation imaging for FSE and GRE
- IDEAL IQ fat-fraction quantification
- StarMap T2* iron assessment
- Multiphase DynaPlan
- SmartPrep automated bolus detection
- Fluoro Trigger real-time bolus monitoring
- READYView and BodyView post-processing

OncoWorks delivers applications and imaging options optimized for the challenges of Oncology imaging. Please refer to the product data sheet for SIGNA™ Artist for complete details.

- Body Navigators pencil-beam diaphragm tracker
- PROPELLER MB motion robust radial FSE now with T1 and Fat Suppression (STIR and ASPIR)
- 3D Cube FSE-based imaging
- eDWI enhanced diffusion with Multi-B value and SmartNEX
- FOCUS 2D slice-selective high-resolution diffusion
- 3D LAVA and TurboLAVA with Turbo ARC and SPECIAL



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Qty

Description

- 3D LAVA Flex and TurboLAVA Flex with fat-water separation
- FLEX fat-water separation imaging for FSE and Cube
- IDEAL fat-water separation imaging for FSE and GRE
- Multiphase DynaPlan
- SmartPrep automated bolus detection
- Fluoro Trigger real-time bolus monitoring
- READYView, BrainView and BodyView post-processing

CVWorks delivers applications and imaging options optimized for the challenges of Vascular and Cardiac imaging. Please refer to the product data sheet for SIGNA™ Artist for complete details.

- Body Navigators pencil-beam diaphragm tracker
- 2D/3D Time-Of-Flight & 2D Gated Time-of-Flight
- 2D/3D Phase Contrast & Phase Contrast Cine
- Inhance 2.0 non-contrast MRA suite
- TRICKS dynamic contrast-enhanced MRA
- SmartPrep automated bolus detection
- Fluoro Trigger real-time bolus monitoring
- 3D QuickStep automated multi-station imaging
- 2D FIESTA Cine steady-state, gated multi-phase imaging
- 3D FS FIESTA steady-state imaging with Fat Sat
- 3D Heart high-resolution anatomical imaging
- 2D/3D IR Prep gated fast gradient echo imaging
- FGRE TC time course imaging
- Black Blood SSFSE
- 2D/PS MDE phase sensitive tissue characterization
- MDE Plus tissue characterization with optimized Fat Sat
- CINE IR fast cine gradient echo with IR-prep pulse
- FOCUS 2D slice-selective high-resolution diffusion
- StarMap T2 iron assessment
- READYView post-processing

PaedWorks delivers applications and imaging options optimized for the challenges of Vascular and Cardiac imaging. Please refer to the product data sheet for SIGNA™ Artist for complete details

• PROPELLER MB motion robust radial FSE now with T1 and Fat Suppression (STIR and ASPIR)





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Qty Description

- 3D Cube FSE-based imaging including Dual Inversion Recovery
- 3D COSMIC modified steady state imaging
- 3D BRAVO IR prepared fast SPGR imaging
- 3D FIESTA and 3D FIESTA-C fast steady state imaging
- eDWI enhanced diffusion with Multi-B value and SmartNEX
- DTI diffusion tensor imaging
- FiberTrak processing for diffusion tensor imaging
- FOCUS 2D slice-selective high-resolution diffusion
- SWAN 2.0 susceptibility imaging
- PROBE PRESS single voxel spectroscopy
- Body Navigators pencil-beam diaphragm tracker
- 3D LAVA and TurboLAVA with Turbo ARC and SPECIAL
- 3D LAVA Flex and TurboLAVA Flex with fat-water separation
- FLEX fat-water separation imaging for FSE and Cube
- IDEAL fat-water separation imaging for FSE and GRE
- Inhance 2.0 non-contrast MRA suite
- TRICKS dynamic contrast-enhanced MRA
- 3D Heart high-resolution anatomical imaging
- Black Blood SSFSE
- StarMap T2 iron assessment
- BrainStat AIF parametric maps
- READYview and BrainView post-processing

SIGNA™Works and Host Upgrade

This upgrade contains the latest advancements in host computer, supporting advanced parallel processing capabilities, including the latest in in-line and advanced processing with standard delivery of ReadyView processing environment.

Silent MR 1.5T Hardware Upgrade

Silent MR Upgrade Manual

1.5T 16ch Shoulder Array by Invivo

The Shoulder Array is a rigid shell with anterior adaptable paddle which delivers 16 channel performance optimized for high resolution shoulder imaging with lateral coverage to ensure

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Qty	Description	
	large field of view imaging.	
1	1.5T 16-channel T/R Knee Array	
	The 16-channel Knee Array is a transmit/receive coil knee and is optimized for parallel imaging in all three	
	Quote Summary:	
	Signa HDXT 1.5T MRI Total Quote Net Selling Price	(\$202,000.00) \$1,260,000.00
	(Quoted prices do not reflect state and local taxes if a Trade In allowance, if applicable.)	applicable. Total Net Selling Price Includes



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Options

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

Qty	D	escription	Ext Sell Price	
1		pgrade to SIGNA Artist 1.5T 5T MR-Touch	\$62,550.00	X
		R-Touch is a non-invasive method to measure relative tissue iffness with MR.		
	th al im im is po Th wi vil M im so sy th im th	R-Touch is a new acquisition and reconstruction technique at combines hardware, and acquisition and reconstruction gorithms to produce Elastograms, color-coded anatomical nages showing varying degrees of elasticity or stiffness. The nage contrast is related to relative stiffness of soft tissue and generated from the real-time data acquisition during tissue alpation with low amplitude and low frequency sound waves, he hardware component is comprised of an active sound ave generator and a passive transducer that produces small brations in the area of the patient to be scanned. The R-Touch acquisition software is an evolutionary approvement to the gradient echo sequence. The acquisition of tware also triggers the sound wave generator to produce anchronized vibrations on the surface of the patient during the data acquisition. The reconstruction algorithms generate ages that show the propagation of sound waves through the tissue (phase images) and also the corresponding strain ave and relative stiffness images. Parallel imaging is used to excelerate image acquisition and provide for whole liver overage in a few breath holds.		

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





Date: Quote #: 02-02-2017 PR8-C89165

Version #:

Carolinas Medical Center Pineville 10628 Park Rd

Charlotte NC 28210-8407

Attn: David Watkins 10628 Park Rd Charlotte

NC 28210-8407

Customer Number:

1-2314HN

Quotation Expiration Date: 05-03-2017

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 Warrantylies); (iii) GE Healthcare Additional Terms and Conditions; (iiii) 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

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.

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:

\$87,780.00

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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 Health Services (GE HFS) to fund this arrangement after shipment.	care Financial
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 (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic 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 gareement to be executed by its duty authorized representative as of the date set forth below

party mas saussa timo agree	ment to be excepted b	g its datig datifolized representative as of the date se	et fortif below.
CUSTOMER		GE HEALTHCARE Herbert Klann	02-02-2017
Authorized Customer Signature Date		Signature	Date
Print Name	Print Title	Imaging Account Manager	
Purchase Order Number (if applic	able)	Email: Herb.Klann@ge.com Office: +1 724 504 8778 Mobile: 724-504-8778	





Date: Quote #: 02-02-2017 PR8-C89165

Version #:

R8-C891

Total Quote Selling Price Trade-In and Other Credits

Total Quote Net Selling Price

\$87,780.00 \$0.00

\$87,780.00

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:

Herbert Klann

Office: +1 724 504 8778 Mobile: 724-504-8778 Email: Herb.Klann@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

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms. Signature page on quote filled out with signature and P.O. number.
Verbiage on the purchase order must state one of the following: (i) Per the terms of Quotation #; (ii) Per the terms of GPO#; (iii) Per the terms of MPA #; or (iv) Per the terms of SAA #, Include the applicable quote/agreement number with the reference on the purchase order. In addition, source of funds (choice of: Cash/Third Party Loan or GE HFS Lease or GE HFS Loan or Third Party Lease through), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."





02-02-2017 PR8-C89165

02-02-2017

GPO Agreement Reference Information

Customer:

David Watkins

Contract Number:

PLEASE SEE PREMIER CONTRACT # BELOW

Start Date:

End Date:

06/30/2019

Billing Terms:

80% on Delivery/20% on Acceptance or First Patient Use

Payment Terms:

NET 30

Shipping Terms:

FOB Destination

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-270 (MRI).





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Item No.	Qty	Catalog No.	Description
	1	9	SIGNA Artist 1.5T IB Options
1	1	M7000ZM	MR450w GEM Express Patient Table with IntelliTouch Technology
			MR450w GEM Express Patient Table with IntelliTouch Technology
			Unique to GE, the fully detachable GEM Express Patient Table incorporates the Liberty Docking System to improve safety, exam efficiency, and patient comfort over fixed-table solutions.
			Easily docked and undocked by a single operator, the patient table is simple to move in and out of the exam room for patient transport and preparation. These become vital features in those instances where multiple patient transfers can negatively impact patient care or when emergency evacuation is required; the table can be undocked and removed from the scan room in under 30 seconds with just one technologist. In time-sensitive situations there is no need to remove or disconnect surface coils as the system can automatically disconnect the coils for you.
			Express Patient Table Comfort: The fully detachable table may help reduce patient anxiety and provide personal discretion by enabling patients to prepare for the exam in a private space. This is particularly important for patients undergoing a breast evaluation.
			To improve patient comfort and safety, the GEM Suite includes a unique set of Patient Comfort pads. The pads are designed with variable density foam that uniquely compresses based on patient geometry and weight. Certain sections of the GEM Suite pads are designed to compress more easily than others and this optimal design may minimize pressure points and improve patient comfort. The pads have been designed to support a wide range of patient sizes and weights.
			In addition, the pads are made with UltraFresh protective coating, are strong, fluid-proof, air tight, and easily cleanable. An anti-skid undersurface reduces pad movement on the table and thus may simplify patient setup and egress.
			Symmetric Scan: To help reduce patient anxiety, the GEM Express Patient Table is designed to accommodate head first or feet-first imaging for all neurologic, cardiac, abdominal, spinal, and peripheral vascular exams, as well as the majority of musculoskeletal imaging. Whole body imaging may also be completed in either patient orientation. All breast imaging is completed feet first.
			Symmetrically positioned within the patient supporting cradle are three high density

coil connection ports. One at each end of the patient cradle, and another one embedded under the covers to connect the GEM Posterior Array. This design enables all components of the GEM Suite to support either patient orientation and helps ensure the most comfortable patient position. Two additional coil connection ports are



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Item No. Qty Catalog No.

Description

included on the scanner docking mechanism.

Ergonomics: With one hand and with one simple motion, the integrated arm boards and IV pole can be optimally positioned to support the patient for injections or transportation. This unique capability of the Optima Express Table also makes it ideally suited for multi-station exams with no scan room intervention, such as peripheral vascular (run-off) imaging.

- Patient table drive: Automated, power driven vertical and longitudinal.
- Longitudinal speed: 30 cm/sec (fast) and 0.5 cm/sec (slow).
- · Total cradle length: 211 cm.
- Positioning accuracy: +/- 0.5 cm.
- Maximum patient weight for scanning: 227 kg (500 lbs).
- Maximum patient weight for lift: 227 kg (500 lbs).
- Maximum patient weight when mobile: 227 kg (500 lbs).

IntelliTouch patient positioning: The Optima MR450w has automated many routine tasks to both simplify patient preparation, and gain productivity. With IntelliTouch Technology, the technologist simply touches the side of the patient table and then a highlighted button to efficiently complete the following:

- · Landmark the patient.
- · Activate the surface coil.
- Center the patient in the bore.
- Start scanning.
- · Acquire, process and network images.

For those patients where pinpoint alignment is desired, laser alignment lights may be used for either the selection or confirmation of landmark position.

The GEM Suite surface coil components are ordered separately.

Additional tables may be purchased for use with the scanner. With a second table, the next patient can be fully prepared for the exam outside the magnet room while the current patient is being scanned, thus maximizing system utilization and productivity.

This GEM Express Patient Table is only compatible with the Optima MR450w with GEM system and cannot be docked to any other type of GE scanner. Multiple GEM Express Patient Tables may be used with a single system to enhance scanner productivity and workflow. All GEM Suite surface coil components (GEM Posterior Array, GEM Head/Neck Unit, GEM Anterior Array, GEM Peripheral Vascular Arrays) and other optional surface coils are sold as separate items with separate catalog numbers.

The Optima MR450w Express Patient Table (M7000WF) is also compatible with a GEM





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Item No.	Qty	Catalog No.	Description
			system.
2	1	M7000AA	1.5T Posterior Array
			1.5T Posterior Array
			The Posterior Array (PA) is designed to provide optimum element geometry for each patient and targeted anatomy. Unlike matrix arrays that use the exact same coil element size and shape for all anatomy, the PA uses different element geometries for the cervical to-thoracic spine transition, thoracic and lumbar spine, and body and cardiac anatomy. This approach maximizes signal-to-noise by matching the size and shape of the coil elements to the size and shape of the targeted anatomy. Four different sizes and shapes of elements are used throughout the design, and parallel imaging is supported in all 3 planes.
			The PA is symmetrically positioned within the Express Patient table and is fixed in location. This design enables all components of the coil suite to support either head-first or feet-first patient orientation to support either patient preference.
			The PA is invisible to additional surface coils when they are placed directly on top of the surface. Unique electronic decoupling circuits ensures there is no electrical interference between surface coils. This feature is critically important for patient and operator workflow and enables the PA to be stationary for all exams, including breast and musculoskeletal exams where dedicated coils are typically used for these anatomies.
			PA Coil Specifications: S/I Coverage: 100cm. Head or Feet-first imaging. Elements: 40.
			The PA array is designed to be used in conjunction with the Head and Neck unit, the Large Anterior Array, the Small Anterior Array, and the Peripheral Vascular Array (each purchased separately). In addition, the PA may co-reside with a additional dedicated anatomy-specific coils (each purchased separately). Additional PA coils may be purchased for use in additional Express patient tables.
3	1	E8802MC	MR Signa Wide Security Straps
			MR Signa Wide Security Strap Set
			Wide security strap set - includes one strap with Velcro and one strap with plastic buckle; 14 in. wide. For use with GE Signa MR systemsH



Date: Quote #: Version #: 02-02-2017 PR8-C89165

Item No.	Qty	Catalog No.	Description		
4	1	E8802MD	MR Signa Narrow Security Straps		
			MR Signa Narrow Security Strap Set		
			Narrow security strap set - includes one strap wwide. For use with GE Signa MR systemsH	vith Velcro and one plastic buckle; 6 in.	
			Quote Summary:		
			Total Quote Net Selling Price	\$87,780.00	
			(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price Includes Trade In allowance, if applicable.)		



(ge)

GE Healthcare Terms & Conditions

with Magnetic Resonance Additional Terms & Conditions

- 1. Definitions. As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; and "Services" is Product support or professional services. "Healthcare IT Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software; and/or (v) any Product or Service that is identified in a Healthcare IT Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment is shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.
- 2. **Term and Termination.** Services and/or Software licenses will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpoid fees become immediately due and payable on expiration or termination.
- 3. Software License. Other than as identified in the Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only. Customer's employees, agents and independent contractors may use the Software, but Customer is responsible for their acts. Customer-controlled entities may use the Software, but these entities will agree to these terms and pay additional license fees. Independent contractors that supply products comparable to the Software cannot be provided access to the Software unless GE Healthcare has provided its prior written consent. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE Healthcare provides Third Party Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

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

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

4. Commercial Logistics.

4.1. Order Cancellation and Modifications.

- 4.1.1. <u>Cancellation</u>. If Customer cancels an order prior to shipment without GE Healthcare's written consent, GE Healthcare may charge: (i) a fee of up to 10% of the Product price; and (ii) for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software Quotations, Third Party Products and/or professional or installation services included on those Quotations; those orders are non-cancellable.
- 4.1.2. <u>Used Equipment</u>. Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment has been previously used ("<u>Used Equipment</u>"); it is not new. When delivered, Used Equipment may have received reconditioning, as necessary, to meet Specifications. Since Used Equipment may be offered simultaneously to several customers, its sale is subject to availability. If it is no longer available, (i) GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and (ii) if substitute Used Equipment is not acceptable, GE Healthcare will cancel the order and refund any deposit Customer paid for the Used Equipment.
- 4.2. <u>Site Preparation</u>. Customer must, at its expense, prepare the site and network where the Product will be installed, ensuring that its site and network are adequate for proper Product operation and performance and meet GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.
- 4.3. <u>Transportation, Title and Risk of Loss.</u> Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment and Third Party Equipment passes to Customer on delivery to Customer's designated delivery location.
- 4.4. <u>Delivery, Returns and Installation</u>. Delivery dates are approximate. Products may be delivered in installments. GE Healthcare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer's obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance.

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

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and

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interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For Equipment requiring installation, if GE Healthcare delivers the Equipment but does not perform the installation, Customer will pay GE Healthcare the quoted selling price less: (a) the installation price, if separately identified in the Quotation; or (b) if no installation price is identified, the fair market value for the installation as determined by an independent third party. For upgrades and revisions to non-Healthcare IT Products, Customer must return replaced components to GE Healthcare at no charge.

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

4.6. Acceptance.

- 4.6.1. Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE Healthcare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.
- 4.6.2. <u>Software Acceptance</u>. Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("<u>Software Test Period</u>"). If the Software fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE Healthcare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "<u>Go-Live Date</u>" as defined in the Quotation.
 - 4.6.3. Third Party Product Acceptance. Third Party Products are accepted 5 days after delivery.
- 4.7. <u>Third Party Products and Services</u>. If GE Healthcare provides Third Party Products and/or Services, then (i) GE Healthcare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE Healthcare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.
- 4.8. <u>Mobile Equipment</u>. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.
- 4.9. <u>Audit.</u> GE Healthcare may audit Customer's use of Software and Healthcare IT Products to verify Customer's compliance with this Agreement. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license or use of the Healthcare IT Product.

5. Security Interest and Payment.

- 5.1. <u>Security Interest</u>. Customer grants GE Healthcare a purchase money security interest in all Products in the Quotation until full payment is received, and Customer will perform all acts and execute all documents necessary to perfect GE Healthcare's security interest.
- 5.2. <u>Failure to Pay.</u> If, after Product delivery, Customer is more than 45 days past due on undisputed payments, GE Healthcare may, on 10 days' prior written notice, disable and/or remove the Products.
- 5.3. <u>Late Payment.</u> Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.
- 5.4. Taxes. Prices do not include applicable taxes, which are Customer's responsibility.
- 5.5. Lease. If Customer leases a Product, it continues to be responsible for payment obligations under this Agreement.
- 6. Trade-In Equipment. Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.

7. Magnetic Resonance ("MR").

- 7.1. <u>Magnetic Maintenance and Cryogens</u>. Customer is responsible for: (i) cryogen loss due to power loss or water chiller failure for the MR's shield cooler or condenser system during installation; (iii) costs for cryogen replacement plus transfill labor at GE Healthcare's then-applicable rates; (iiii) post-assembly supply and installation of cryogens, unless cryogen loss is caused by a defect in material or workmanship within the scope of GE Healthcare's warranty. MR magnetic fields attract ferro-magnetic articles and are capable of rapidly accelerating them toward the magnet, creating danger to persons in the vicinity and possible system damage. Magnetic and radio frequency fields may adversely affect the operation of pacemakers, equipment containing magnetic reed switches and aneurysm or surgical clips.
- 7.2. MR Uptime Commitment. GE Healthcare will provide an uptime commitment during warranty for MR Equipment (excluding peripherals) if Customer provides GE Healthcare with: (i) access to the MR Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to the MR Equipment. The "Uptime Commitment" for MR Equipment is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

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

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% Less than Uptime Commitment	Warranty Extension		
0.1 - 3.0	1 week		
3.1 - 8.0	2 weeks		
8.1 - 13.0	4 weeks		

6 weeks

Uptime is calculated as follows:

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\begin{pmatrix} UptimeBase - Downtime \\ UptimeBase \end{pmatrix}
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> 13.0

"<u>Uptime Base</u>" = ("a" hours per day X "b" days per week X 26 weeks) – (Planned Maintenance ("<u>PM</u>") hours during prior 26 weeks), where "a" hours per day and "b" days per week are determined by the standard warranty for the MR Equipment. "<u>Downtime</u>" is the number of hours during which the MR Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE Healthcare that the MR Equipment is inoperable and unavailable for use due to GE Healthcare's design, manufacturing, material or performance failure ("<u>Critical Malfunction</u>"). Downtime ends when the MR Equipment is available for clinical use. To be eligible for the Uptime Commitment, Customer must maintain a performance log that includes data required to calculate Downtime.

8. General Terms.

- 8.1. <u>Confidentiality</u>. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.
- 8.2. Governing Law. The law of the State where the Product is installed or the Service is provided will govern this Agreement.
- 8.3. Force Majeure. For non-monetary obligations, performance time will be reasonably extended for delays beyond a party's control.
- 8.4. <u>Assignment; Use of Subcontractors</u>. Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.
- 8.5. <u>Waiver; Survival</u>. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive its end will continue in full effect after its end.

9. Compliance.

- 9.1. <u>Generally</u>. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE Healthcare will provide safety-related Equipment and Software updates required by applicable laws and regulations at no additional charge.
- 9.2. <u>Security.</u> Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.
- 9.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.
- 9.4. <u>Parts and Tubes</u>. GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-GE Healthcare parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.
- 9.5. <u>Training.</u> GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product purchase, the date of Product delivery; (b) if with a Services purchase, the start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period (other than because of GE Healthcare's fault), training expires without refund.

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- 9.6. Medical Diagnosis and Treatment. All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.
- 9.7. <u>Connectivity.</u> If a Product has remote access capability, Customer must provide GE Healthcare with, and maintain, remote access to the Product by a GE Healthcare-validated connection to permit GE Healthcare to perform Services. If remote access is not provided, GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. The remote connection and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

9.8. Use of Data.

- 9.8.1. <u>Protected Health Information</u>. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("<u>PHI</u>") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.
- 9.8.2. <u>Data Rights.</u> GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("<u>Source Data</u>") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.
- 9.9. <u>Customer Policies</u>. GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare, and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare's ability to perform its obligations.
- 9.10. Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.
- 9.11. <u>Excluded Provider</u>. To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

10. Disputes, Liability and Indemnity.

- 10.1. <u>Dispute Resolution</u>. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.
- 10.2. <u>Limitation of Liability</u>. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.
- 10.3. Exclusion of Damages. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.
- 10.4. <u>IP Indemnification.</u> GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.
- 10.5. General Indemnification. GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer's fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer's fault or (ii) any Product modification not authorized in writing by GE Healthcare.

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

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

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

GE Healthcare Warranty Statement



1. Warranty.

- 1.1. Equipment. For non-customized Equipment purchased from GE Healthcare or its authorized distributors, unless otherwise identified in the Quotation, GE Healthcare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE Healthcare or its authorized distributors.
- 1.2. <u>Software</u>. For Software licensed from GE Healthcare, GE Healthcare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. "<u>Disabling Code</u>" is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.
- 1.3. Services. GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.
- 1.4. <u>Used Equipment</u>. Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is not warranted by GE Healthcare.
- 1.5. Accessories and Supplies. Warranties for accessories and supplies are in GE Healthcare's catalog and at www.gehealthcare.com.
- 1.6. Third Party Product. Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.
- 2. Remedies. If Customer promptly notifies GE Healthcare of its claim during the warranty and makes the Product available, GE Healthcare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then-current service rates and subject to personnel availability. GE Healthcare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE Healthcare replaces Equipment or a component, the original becomes GE Healthcare property and Customer will return the original to GE Healthcare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE Healthcare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE Healthcare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

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

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

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

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

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components)

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



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

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

MX150 Vascular and Performix 160A (MX160) Tubes: 3 years

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

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

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

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

GE OEC Refurbished C-Arms: 1 year after installation

HealthNet Lan, Advantage Review — Remote Products: 3 months

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

Vivid i, Vivid e, Vivid q, Vivid iq and Voluson i: Warranty includes (i) repair at GE Healthcare facilities, (ii) 3 business day turnaround repair for Products shipped via overnight delivery (where available), measured from shipment date (GE Healthcare is not responsible for delays in overnight shipment), (iii) 72-hour loaner unit or probe replacement service via Fed Ex, and (iv) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling with a maximum of 2 replacement systems during warranty.

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

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

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

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

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

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

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

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

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

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

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

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

Exergen: 4 years

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

Microenvironment and Phototherapy consumable components: 1 month

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

Corometrics® Nautilus Transducers: 2 years

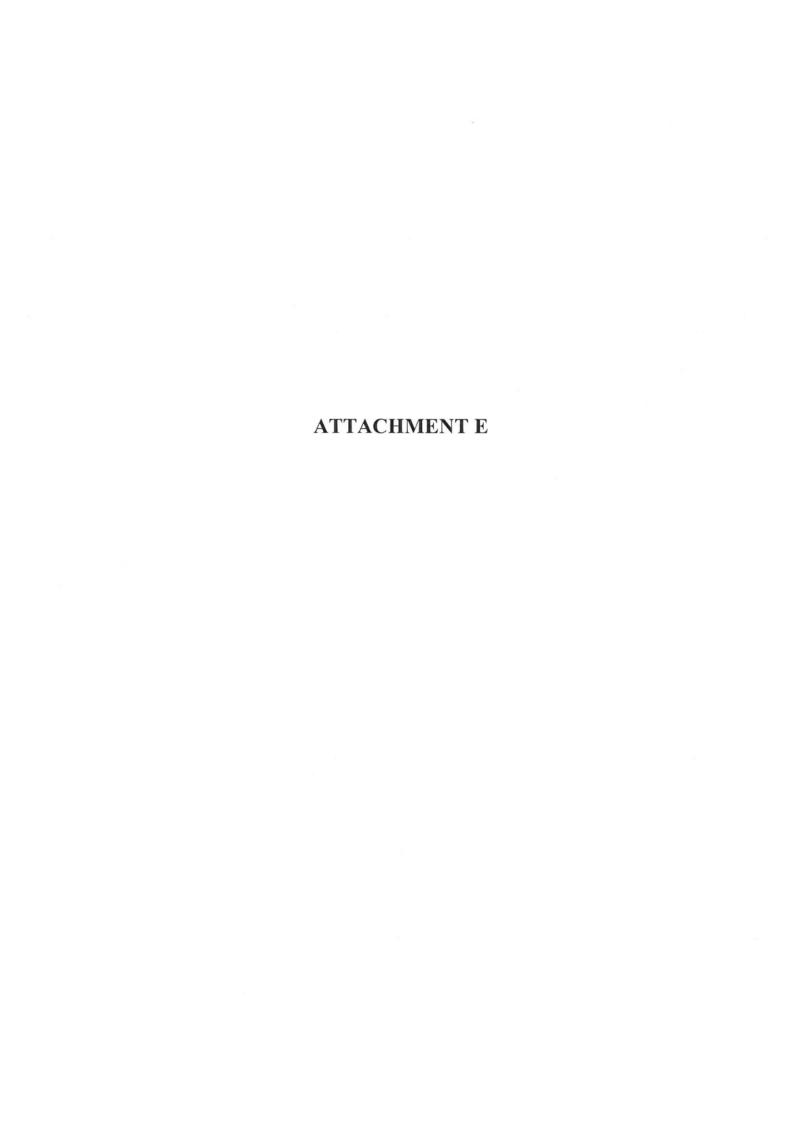
Lullaby Phototherapy System: 3 years on lamp assembly

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

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

Tec 7 Vaporizers: 3 years
Tec 6 Plus Vaporizers: 2 years

*





PROPOSED TOTAL CAPITAL COST OF PROJECT

Project name: Provider/Company:		CHS Pineville – MRI Replacement		
		Carolinas HealthCare		
(1)	Purchase price of land			
(2)	Closing costs			
(3)	Site Preparation			
(4)	Construction/Renovation C	\$225,000		
(5)	Landscaping		5	
(6)	Architect/Engineering Fees	\$50,000		
(7)	Medical Equipment (include	\$1,716,667		
(8)	Non Medical Equipment			
(9)	Furniture			
(10)	Consultant Fees (specify)			
(11)	Financing Costs		-	
(12)	Interest During Construction	n	-	
(13)	Other (specify) Rental MRI	− 6 Months @ \$38K per mo.	\$228,000	
(14)	Total Capital Cost		\$2,219,667	

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

02/03/2017

(Signature of Licensed Architect Se



STATE OF NORTH CAROLLY Department of Health and Human Services Division of Facility Services

CERTIFICATE OF NEED

for

Project Identification Number F-6830-03 FID# 923352

ISSUED TO: Mercy Hospital, Inc. d/b/a Carolinas Medical Center - Mercy/Pineville 10628 Park Road Pineville, NC 28210

Pursuant to N.C. Gen. Stat. § 131E-175, et. seq., the North Carolina Department of Health and Human Services hereby authorizes the person or persons named above (the "certificate holder") to develop the certificate of need project identified above. The certificate holder shall develop the project in a manner consistent with the representations in the project application and with the conditions contained herein and shall make good faith efforts to meet the timetable contained herein. The certificate holder shall not exceed the maximum capital expenditure amount specified herein during the development of this project, except as provided by N.C. Gen. Stat. § 131E-176(16)e. The certificate holder shall not transfer or assign this certificate to any other person except as provided in N.C. Gen. Stat. § 131E-189(c). This certificate is valid only for the scope, physical location, and person(s) described herein. The Department may withdraw this certificate pursuant to N.C. Gen. Stat. § 131E-189 for any of the reasons provided in that law.

SCOPE:

Acquire one fixed magnetic resonance imaging (MRI) scanner, to be located in newly constructed space adjacent to the radiology department at CMC-Pineville. Upon completion of the project, Mercy Hospital, Inc. shall operate no more than one MRI scanner at CMC-Mercy and one MRI scanner at CMC-Pineville/Mecklenburg County

CONDITIONS:

See Reverse Side

PHYSICAL LOCATION:

Carolinas Medical Center - Pineville 10628 Park Road, Pineville, NC 28210

MAXIMUM CAPITAL EXPENDITURE:

\$3,232,194

TIMETABLE:

See Reverse Side

FIRST PROGRESS REPORT DUE: May 15, 2004

This certificate is effective as of the 31st day of October, 2003.

Chief, Certificate of Need Section

Division of Facility Services

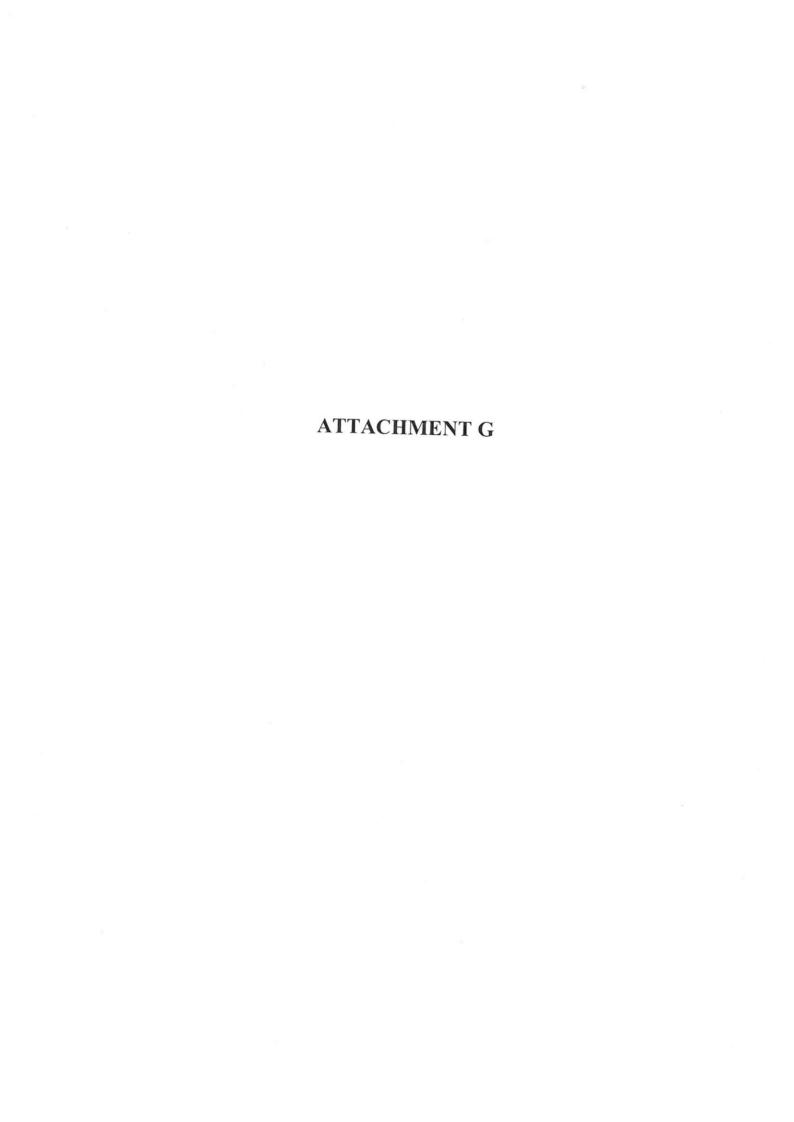
CONDITIONS:

- 1. Mercy Hospital, Inc. d/b/a Carolinas Medical Center Pineville shall materially comply with all representations made in its certificate of need application.
- 2. Mercy Hospital, Inc. d/b/a Carolinas Medical Center Pineville shall not acquire, as part of this project, any equipment that is not included in the project's proposed capital expenditure in Section VIII of the application or that would otherwise require a certificate of need.
- 3. Prior to the issuance of a certificate of need, Mercy Hospital, Inc. d/b/a Carolinas Medical Center Pineville shall provide the projected number of procedures to be performed in FY 2005, FY 2006, and FY 2007 on the existing MRI scanner located at CMC-Mercy.
- 4. Prior to the issuance of a certificate of need, Mercy Hospital, Inc. d/b/a Carolinas Medical Center Pineville shall document the assumptions and provide data supporting the methodology used to project the number of procedures to be performed in FY 2005, FY 2006, and FY 2007 on the existing MRI scanner located at CMC-Mercy.
- Mercy Hospital, Inc. d/b/a Carolinas Medical Center Pineville shall acknowledge acceptance of and agree to comply with all conditions stated herein to the Certificate of Need Section in writing prior to issuance of the certificate of need.

A letter acknowledging acceptance and compliance with all conditions stated in the conditional approval letter was received by the Certificate of Need Section on October 29, 2003.

TIMETABLE:

Completion of final drawings and specifications_	I 20 2004
Contract Award	January 28, 2004
25% agentletic C	April 30, 2004
25 % completion of construction	June 15 2004
50% completion of construction	July 30, 2004
Order Eduinment	
75% completion of construction	1145431 1, 2004
75 % completion of construction	September 30, 2004
Arrival of equipment	November 1, 2004
Completion of construction	
Offering of anni-	November 30, 2004
Offering of services	January 1, 2005



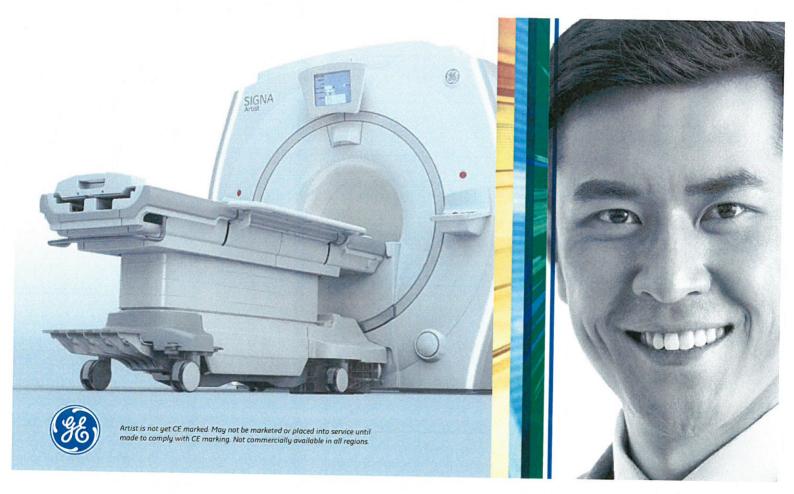
GE Healthcare

Surpass

the unimaginable and make it the expected.

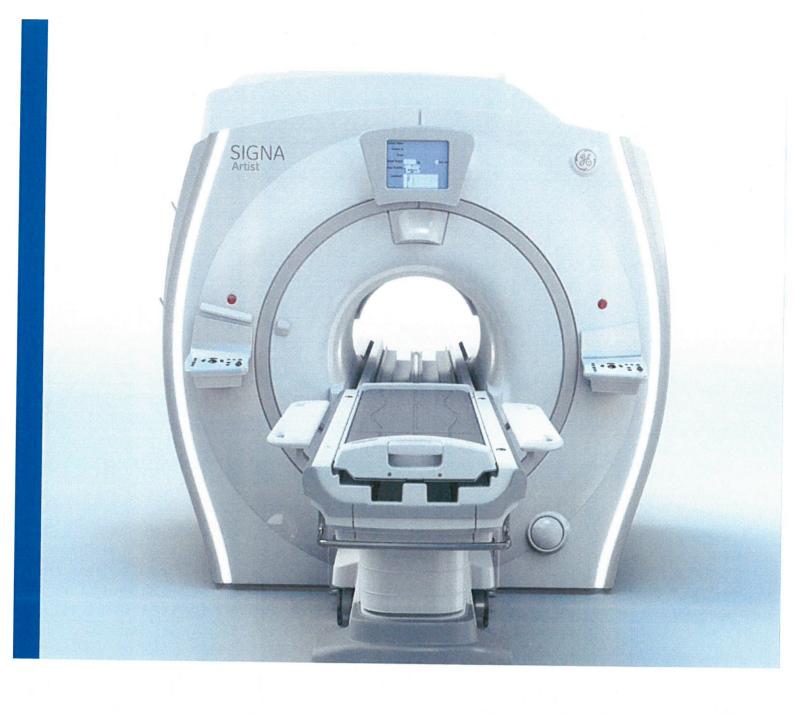
SIGNA™ Artist

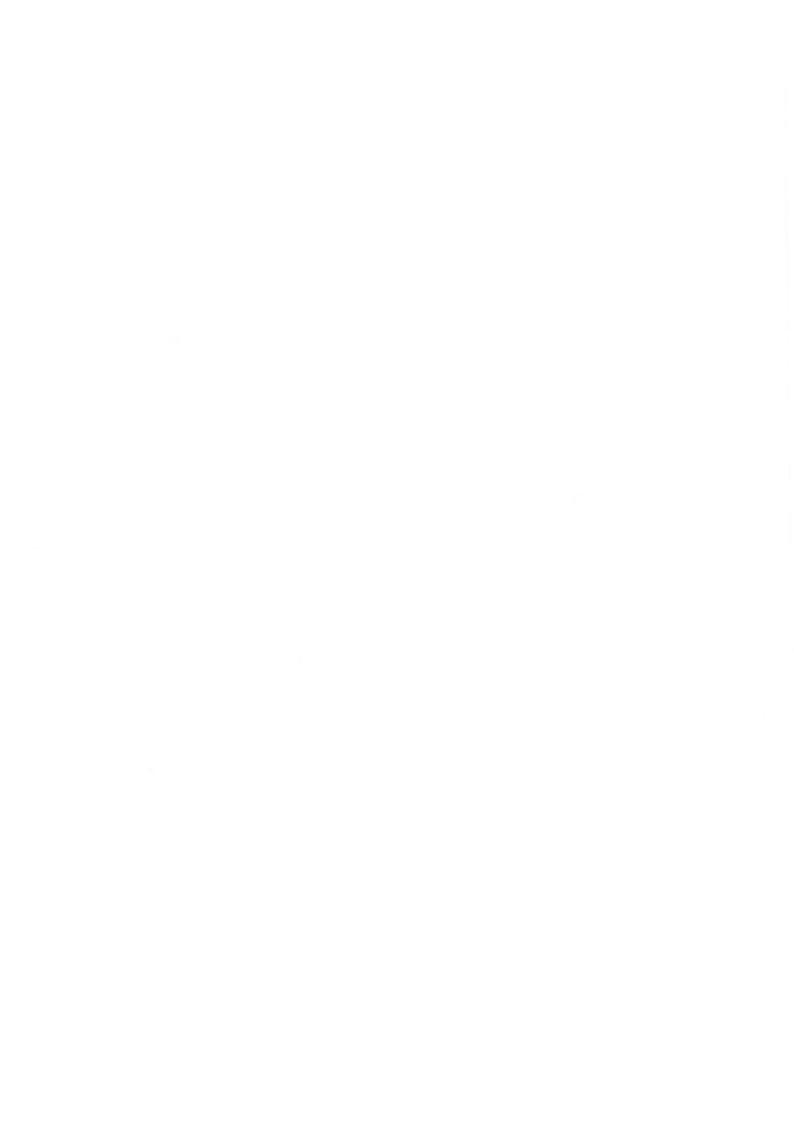
Imagine what MR can be.



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Clear advances with clear advantages.

Now the potential for MR is even more astonishing with the SIGNA™ Artist, the most advanced and intuitive 1.5T engineering in MR technology from GE Healthcare. Fueled by our new SIGNA™Works productivity platform, the SIGNA™ Artist is a harmonious design of form and function. Everything in its blueprint is crafted to significantly energize your productivity, enhance security, improve diagnostics and boost your bottom line.



SIGNA™Works

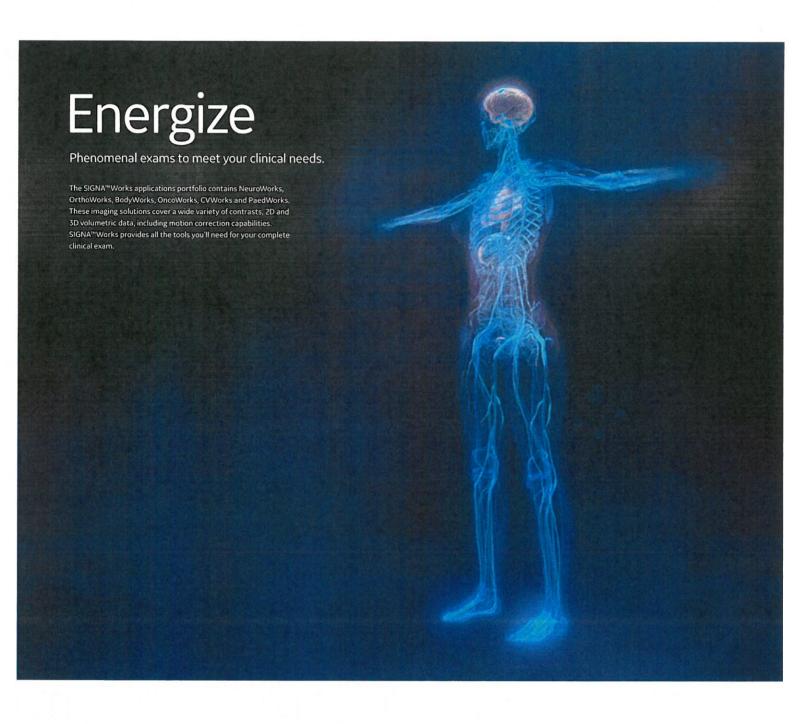
The new standard is extraordinary.

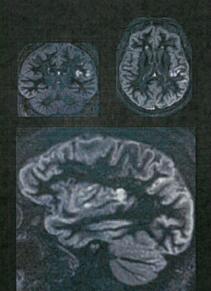
Our new SIGNA[™]Works platform redefines productivity across the breadth of our core imaging techniques with solutions. The SIGNA[™]Works standard applications portfolio is an extensive set of high quality and efficient imaging capabilities that enables you to achieve desired outcomes across your entire practice area.

SIGNA'"Works is the lifeblood, the soul and the muscle – literally the fuel that drives your imaging to the next level and beyond. SIGNA'"Works standard applications come pre-loaded with the SIGNA'" Artist as a fully integrated solution. It's value-added technology that's upgradeable and can be customized further, giving you the flexibility to add applications to suit the needs of your growing practice.

SIGNA" Works takes full advantage of TDI (Total Digital Imaging), further advancing diagnostics and quickening throughput, while simultaneously improving patient outcomes and your ROI.







Cube DIR 1.6 x 1.6 x 1.6mm





T2 STIR PROPELLER Axial 0.77 x 0.77 x 2mm Coronal 0.77 x .077 x 3mm

NeuroWorks

This one-stop solution enables you to image brain, spine, vascular and peripheral nerve anatomy with exceptional tissue contrast. These motion-insensitive techniques feature single-click auto alignment, providing the complete neuro solution from scanning to post processing.

NeuroWorks also includes Cube, our 3D volumetric imaging suite, standard with every system. This application allows you to suppress CSF and either white or gray matter to increase lesion conspicuity.

PROPELLER MB, our latest PROPELLER enhancement, is a multi-shot approach that preserves tissue contrast regardless of weighting while also reducing motion artifacts. Additionally, this new technique introduces new contrasts such as T1 FSE.

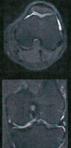
OrthoWorks

This extensive library of musculoskeletal imaging techniques enables you to image bone, joint and soft tissue with remarkable tissue contrast.

OrthoWorks also includes 3D volumetric Cube with proton-density, combined with ASPIR, which enables improved fat suppression uniformity, which is routinely done as three separate 2D scans. With one 3D acquisition and multi-planar reformats, Cube may replace individual 2D scans.



PD FatSat Cube Sagittal 0.6 x 0.6 x 0.6mm



PROPELLER PD Coronal 0.4 x 0.4 x 3mm



BodyWorks

With BodyWorks, we address one of the fastest growing areas in MR. This all-inclusive library allows you to image abdominal and pelvic anatomy with user flexibility to adapt to different patient types.

PB Navigators are GE's solution to combat respiratory motion in abdominal imaging. This free-breathing approach is compatible with multiple pulse sequences including diffusion, PROPELLER MB, MRCP and dynamic T1 imaging.



Navigated Turbo LAVA for Pancreas $1.6 \times 1.6 \times 2$ mm



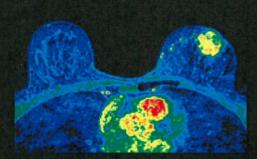
3D MRCP



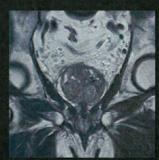
Axial T2 FatSat PROPELLER Navigated



Coronal T2 SSFSE Large FOV



Axial T1 Dynamic Contrast Positive Enhancement Integral Map



Coronal T2 PROPELLER 0.6 x 0.6 x 4mm

OncoWorks

This extensive library of techniques captures anatomic and morphologic data to uniquely enable oncological assessment of the anatomy. OncoWorks includes robust tissue contrast, motion-insensitive, high temporal and spatial resolution imaging.

3D volumetric imaging with an optimized adiabatic fat suppression, combined with ARC or ASSET, provides high spatial and temporal resolution capture contrast uptake patterns. The images on the left show lesion characteristics generated using AW VS7's positive enhancement map. The T2 PROPELLER image demonstrates small FOV and motion-correction through the prostate.



CVWorks

With our intuitive cardiac techniques, you can assess morphology, flow, function and tissue viability plus gain crucial insights into vascular structure and flow dynamics. CVWorks provides the flexibility to adapt to different patient types with exams that vastly simplify workflow.

With CVWorks, multi breath-hold imaging can be a thing of the past. Our latest Single Shot MDE and Black Blood techniques provide patient-friendly alternatives to uncomfortable breath-holds.

With our workflow-simplified QuickStep protocols, scanning whole body vasculature can be done in less than 6 minutes. High-performance gradients allow bright blood pool and myocardial tissue contrast on FIESTA Cine while preserving spatial resolution.







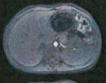


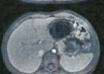




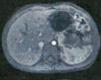
PS MDE

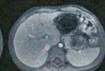
4ch FIESTA Cine





Navigated Turbo LAVA Free Breathing Dynamic Liver 1.2 x 1.7 x 2.6mm :25 sec / phase







Axial T2 FatSat FOV 24cm 0.9 x 1.1 x 5mm



PaedWorks

PaedWorks provides specialized protocols to simply address the needs of your smallest, most fragile patients. Techniques such as PB Navigators combined with PROPELLER MB are used with advanced techniques like diffusion imaging, allowing for patient-friendly, entirely free-breathing exams. Additionally, cardiac exams using Single Shot MDE provide faster,

Images on the left demonstrate dynamic T1 imaging with PB Navigator, which enables the patient to breathe freely while capturing contrast in fast temporal phases. Whole spine evaluation can be obtained simply with routine T2 frFSE imaging.

Sagittal T2 Cube Pasted 1 x 1 x 1.4mm







Expand

Broaden your areas of expertise.

Take your expertise to the next level when you move beyond the standard with SIGNA™Works innovative applications. Improved image quality, higher efficiency and a more streamlined workflow help you perform better than ever before.

HyperWorks

HyperWorks means hyper scanning with astonishing imaging and unsurpassed speed. HyperWorks, exclusively introduced on SIGNATM Artist's hardware and TDI platform, delivers up to 8x faster results.

ViosWorks

For the first time, all 7 dimensions of information; 3D in space, 1D in time and 3D in velocity can be captured in a 10-minute or less cardiovascular scan. ViosWorks includes a cloud-based, real-time visualization tool, powered by Arterys. ViosWorks is truly groundbreaking as it reduces the complexity and cost of cardiac imaging with improved results in a shorter amount of time.

SilentWorks

SilentWorks is GE's most advanced noise-reducing technology and strengthens our promise to transform the patient experience. Traditional exams can be as loud as a rock concert, but our innovative SilentWorks technology reduces sound levels to roughly the same as ambient noise.

ImageWorks

ImageWorks boosts your overall MR performance through automation and advanced post-processing capabilities. READYView visualization and MAGiC one-and-done scanning help ensure consistent and clear results.



HyperWorks HyperCube

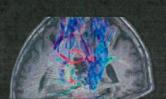
HyperCube expands the capabilities of 3D imaging, allowing you to significantly reduce scan times and eliminate artifacts such as motion and aliasing by reducing the phase field of view without the presence of aliasing artifacts.



Axial T2 HyperCube Flex Orbits Water Image 0.6 × 0.8 × 1.00mm³



Sagittal T1 HyperCube Flex Water Image $1 \times 1 \times 1.4$ mm³ 3:01 min



DTI 25 Directions b1000 HyperBand x2 1.88 x 1.88 x 3mm 1:48 min



HyperBand takes your diffusion to a new level by allowing you to acquire more slices or diffusion directions within a typical scan.

HyperSense

Up to 8x reduction in scan time

With HyperSense, you can obtain images with significantly fewer samples, thereby reducing the overall scan time without compromising spatial resolution or image quality. HyperSense is not dependent on coil geometry and is less sensitive to image artifacts or SNR loss at higher accelerations when compared to conventional parallel imaging techniques.



Sagittal PD Cube FatSat 16ch T/R Knee Coi 0.5 x 0.5 x 0.5 mm³



Sagittal 3D Cube DIR (Coronal Reformat) 1.3 x 1.3 x 1.4mm³

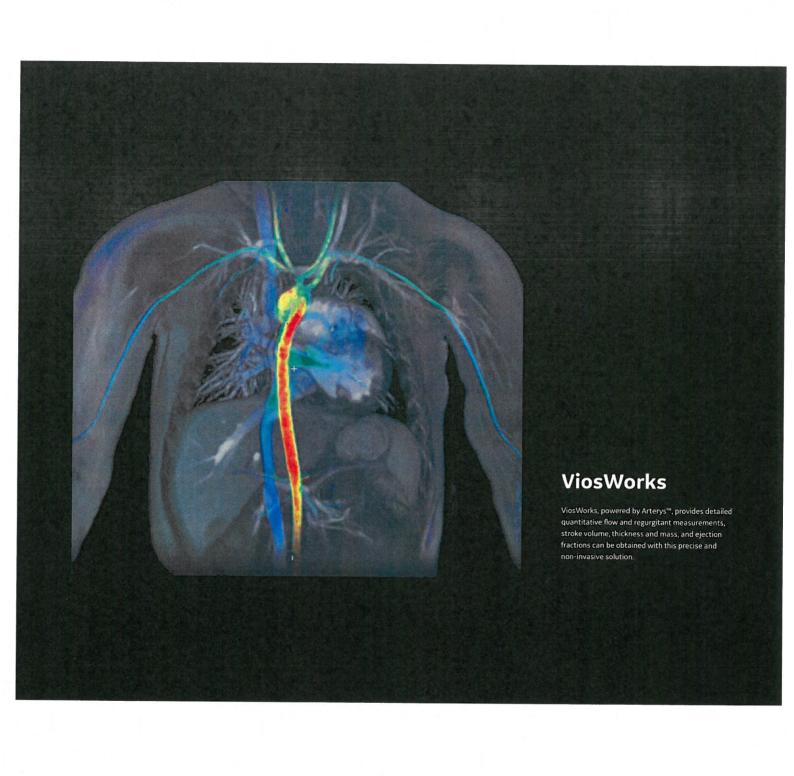


Time of Flight 0.7 x 0.8 x 1.00mm³ 2:38 min



Coronal T2 HyperCube Flex Water Image 1.2 x 1.2 x 1.4mm³ 4:56 min

HyperSense is 510(k) pending with the FDA. Not available for sale in the United States and may not be commercially available in other regions.
† Compared to conventional imaging.



SilentWorks

SilentWorks is available across all anatomies and can be done with multiple weightings and coils, including DWi. Zero TE techniques enable imaging in vasculature structures with less artifacts that are commonly seen on traditional scans. And with new enhancements like 3D Silenz and PROPELLER MB, your exam time is shortened without compromise.



Axial T2 Silent PROPELLER <11dB 0.8 x 0.8 x 5mm



Axial T2 FLAIR Silent PROPELLER <11dB 0.9 x 0.9 x 5mm



Axial DWI Silent PROPELLER <11dB 2.1 x 2.1 x 5mm



Coronal T2 Silent PROPELLER <11dB



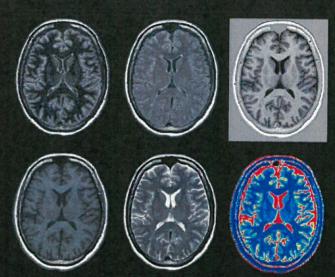
Coronal Reformat (Sagittal T1 Silenz <3dB) 1.2 x 1.2 x 1.2mm



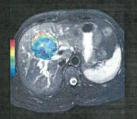
Sagittal T2 PROPELLER FatSat Silent

ImageWorksMAGIC

The secret of MAGiC lies in its unique ability to make possible multiple image contrasts in a single neuro scan. MAGiC delivers enhanced clinical flexibility by freeing up time for advanced imaging. MAGiC goes beyond the routine, providing complementary parametric data for a more complete picture. Image contrast can be changed by applying simple adjustments after acquisition.



DIR, FLAIR, PSIR (top), T1, T2, and T1 map (bottom) were acquired in one scan in about 5 minutes.



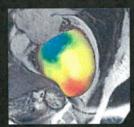


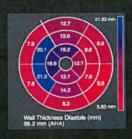


READYView

READYView helps simplify complex exams by providing a visualization platform that gives you access to advanced post processing technology. With READYView being directly available on the MR operator console, it accelerates workflow and reading readiness by eliminating time consuming post processing steps.





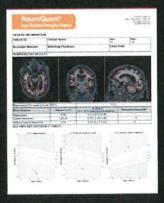


cmr⁴²

cmr² is a comprehensive cardiovascular post processing solution that uses automated algorithms to assess tissue characterization, mapping, flow and function.

NeuroQuant

NeuroQuant automatically segments and measures volumes of brain structures and compares these volumes to norms. This information helps make a diagnosis and follow the progression of a disease. NeuroQuant can provide reports for a variety of clinical impressions, including Age Related Atrophy, Hippocampal Volume Asymmetry, Multi-Structure Atrophy, Triage Brain Atrophy, Brain Development and General Morphometry.





Elevate

Raise your MR performance to new heights with groundbreaking technology.

The SIGNA[™] Artist is designed to overcome barriers that held you back. The cutting-edge platform makes it the most versatile, adaptable and powerful 1.5T system available from GE to date. Now, feet-first, whole body coverage is made easy. Dynamic yet insightful, the SIGNA[™] Artist is MR built to work for you, not the other way around.





Total Digital Imaging (TDI)

The SIGNA™ Artist offers startling advances in imaging and a total imaging win with TDI.

GE's **Direct Digital Interface (DDI)** employs an independent analogto-digital converter to digitize inputs from each of 128 RF channels, eliminating unnecessary noise enhancement. In other words, every element translates to a digitized signal. The result? Not only does DDI technology improve SNR of our images but it also works with legacy GE coils for unmatched flexibility. Digital Micro Switching (DMS) technology represents a revolutionary advance in RF coil design by replacing analog blocking circuits with intelligent Micro Electro-Mechanical Switches (MEMS). The result? Coil design supports ultrafast coil switching times for further expansion of zero TE imaging capabilities and reduced power consumption.





16 Channel Shoulder and T/R Knee Coils

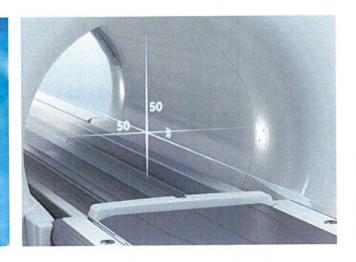
The 16 channel shoulder coil is a novel anatomy-adaptive coil design that provides efficient positioning workflow and outstanding patient comfort. The flexibility of the anterior paddle makes it possible to get closer to the patient to maximize SNR and improve imaging outcomes.

The 16 channel transmit/receive (T/R) knee coil delivers high-resolution knee imaging. The T/R design provides improved B_1 performance with the potential for higher resolution results, lower SAR and elimination of image backfolding. The larger diameter accommodates a wider range of patients and allows for simplified patient setup and higher patient comfort. The new design supports image acceleration in all directions for faster and enhanced clinical outcomes.









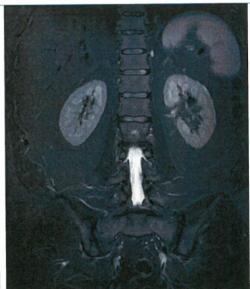
FOV

In addition to accommodating larger patients, full 50x50x50xFOV in a 70cm wide bore allows you to properly image off-center anatomy such as shoulders and hips. The SIGNA!" Artist's phenomenal homogeneity enables our largest FOV ever, with higher gradient specifications. Additionally, excellent spatial integrity is provided by 3D GradWarp distortion correction, so no body part is left behind.

deFINE

deFINE takes the results of SIGNA™ Artist to the next level by enhancing the image appearance with integrated, in-line, optimizable settings. These settings can be generated for each individual sequence or for the entire exam. With deFINE, you meet your high quality image needs and go beyond the normal.







About GE Healthcare

GE Healthcare provides transformational medical technologies and services that are shaping a new age of patient care. Our broad expertise in medical imaging and information technologies, medical diagnostics, patient monitoring systems, drug discovery, biopharmaceutical manufacturing technologies, performance improvement and performance solutions services help our customers to deliver better care to more people around the world at a lower cost. In addition, we partner with healthcare leaders, striving to leverage the global policy change necessary to implement a successful shift to sustainable healthcare systems.

Our "healthymagination" vision for the future invites the world to join us on our journey as we continuously develop innovations focused on reducing costs, increasing access and improving quality around the world. Headquartered in the United Kingdom, GE Healthcare is a unit of General Electric Company (NYSE: GE). Worldwide, GE Healthcare employees are committed to serving healthcare professionals and their patients in more than 100 countries. For more information about GE Healthcare, visit our website at www.gehealthcare.com.

www.gehealthcare.com

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SIGNA is a trademark of General Electric Company.

JB45443XX









EQUIPMENT COMPARISON

	Existing Equipment	Replacement Equipment
Type of Equipment (List each component)	Signa 1.5T HDxt 16 Channel	Optima MR450w 1.5T GEM
Manufacturer of Fourinment	Ц.	TO TO
Tools Design Con NOT.	N/A	N/A
Testa Kating for MIKIS	N/A	N/A
Model Number	704543PMR	MR450s 1.5T GEM
Serial Number	R4354	Not Available Until Installed
Provider's Method of Identifying Equipment	CHS Asset # / Serial #	CHS Asset # / Serial #
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	N/A	N/A
Mobile Tractor Serial Number/VIN #	N/A	N/A
Date of Acquisition of Each Component	Fall 2005	Spring 2017
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=""></use>	\$3,232,194	\$2,219,667
Total Cost of Equipment (MRI Equipment Only)	\$1,376,141	\$1,553,350
Fair Market Value of Equipment	\$84,748	N/A
Net Purchase Price of Equipment	\$1,376,141	\$1,553,350
Locations Where Operated	CHS Pineville – 10628 Park Rd.	CHS Pineville – 10628 Park Rd.
Number Days in Use/To Be Used in N.C. per Year	312 (6 days/week)	312 (6 days/week)
Percent of Change in Patient Charges (by procedure)	None	None
Percent of Change in Per Procedure Operating Expenses (by procedure)	None	None
Type of Procedures Currently Performed on Existing Equipment	MRI procedures for all body	N/A
	parts	
Type of Procedures New Equipment is Capable of Performing	N/A	MRI procedures for all body
		parts





CHS Pineville 2016 MRI Stats

	2016	Completed on
	Completed on	Temp Mobile
2016	Fixed Unit	after 12/12/16
January	691	
February	695	
March	755	
April	662	
May	722	
June	663	
July	721	
August	747	
September	692	
October	690	
November	647	
December	184	394
Total	7869	394



GE Healthcare PO Box 414 Milwaukee, WI 53187

January 16th, 2017

David Watkins Director of Radiology Carolinas Medical Center Pineville 10628 Park Road Charlotte, NC 28210

RE: GE Signa HDxt 1.5T MRI

Dear David,

Thank you for allowing General Electric Healthcare (GEHC) the opportunity to earn your business. Carolinas Medical Center Pineville is a valued customer and we truly appreciate the partnership we share.

The purpose of this letter is to inform you that General Electric Healthcare will be responsible for removing your existing GE 1.5T MRI Scanner as part of your upcoming GE Signa Artist 128ch GEM 1.5T MRI purchase and estimate the de-installation and removal will be completed at no additional charge to Carolinas Medical Center Pineville. Carolinas Medical Center Pineville will be responsible for the cost of any scan room construction/renovation, clearing the rig path, rigging costs, and opening the scan room access panel. We will work closely with your facilities planning department to insure proper timing of the de-installation. The system will be de-installed, removed, and shipped by our GE team to our Goldseal business in Waukesha, WI. We understand and confirm that this unit may not be returned to the State of North Carolina without proper authorization from the North Carolina Certificate of Need (CON) section of DHSR.

Thank you again for the opportunity to earn your business. If you have any additional auestions, feel free to call me at any time.

Sincerely,

F. Scott Ramsey MR Product Manager, NC General Electric Healthcare 919-621-1657 scott.ramsey@ge.com f .