

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

MARK PAYNE • Director

May 7, 2018

Richard A. Brvenik, FACHE, President 3500 Arendell Street Morehead City, NC 28557

Exempt from Review - Replacement Equipment

Record #:

2579

Facility Name:

Carteret General Hospital

FID#:

923076

Business Name:

Carteret General Hospital Corporation

Business #:

418

Project Description:

Replace MRI

County:

Carteret

Dear Mr. Brvenik:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of April 12, 2018, 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 Siemens 1.5 Tesla Magnetron Maestro Symphony MRI to replace the Siemens 1.5 Tesla Magnetron 63SP MRI. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

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

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

Sincerely,

Jane Rhoe-Jones

Martha J. Frisone

Chief, Healthcare Planning and Certificate of Need Section

cc: Cons

Construction Section, DHSR

Acute and Home Care Licensure and Certification Section, DHSR Amy Craddock, Assistant Chief, Healthcare Planning, DHSR

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

# rhoe-jones, jane e

From: Joanie King <jsking@carterethealth.org>

**Sent:** Monday, May 07, 2018 1:15 PM

To: rhoe-jones, jane e
Cc: Nancy Lane

**Subject:** [External] Re: Statement

CAUTION: External email. Do not click links or open attachments unless verified. Send all suspicious email as an attachment to

Jane -

I confirm that both financial and administrative control of the entire licensed health service facility is exercised at the site of the proposed renovations.

Thank you, Joanie King CFO Carteret Health Care

Please note my new email address jsking@carterethealth.org



# Joanie King

CFO/Vice President Fiscal Services Carteret Health Care 3500 Arendell Street, Morehead City, North Carolina 28557 Office: 252-499-6104 | jsking@CarteretHealth.org

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On Mon, May 7, 2018 at 1:04 PM, rhoe-jones, jane e < jane.rhoe-jones@dhhs.nc.gov > wrote:

Joanie and Nancy,

This is what we really need confirmed. I apologize if I was unclear.

1. Documentation that <u>financial control of the entire</u>	licensed health service facility i	is exercised at the site
of the proposed renovations or construction.		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

2.	Documentation that administrative control of the entire licensed health service facility is exercised	ised a	t the
site	te of the proposed renovations or construction.	10044	t the

Thanks,

Jane

## Jane Rhoe-Jones

Project Analyst

Division of Health Service Regulation

NC Department of Health and Human Services

Office: 919-855-3873

jane.rhoe-jones@dhhs.nc.gov

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April 12, 2018

Ms Martha Frisone, Chief Health Planning and Certificate of Need Section Jane Rhoe Jones Analyst Department of Facility Services 2701 Mail Service Center, Raleigh, NC 27699-2701



RE: Request for Exemption from CON Review for Replacement of MRI Equipment Project ID P-005282-95 Morehead City, Carteret County FID No.20330

Dear Ms Frisone and Ms. Rhoe Jones

Please accept this as required written notification on behalf of Carteret Health that Carteret General Hospital intends to replace its 16-year old MRI with a new 1.5 tesla MRI. The replacement equipment it has the same technology as the equipment currently in use, although it does possess expanded capabilities due to technological improvements. It is functionally similar and will be used for the same diagnostic or treatment purposes as the equipment currently in use.

This project satisfies the requirements under N.C.G.S. 131E-184(f) for "replacement equipment that exceeds the two million dollar (\$2,000,000) threshold set forth in G.S. 131 E-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.

The equipment being replaced is currently in service in Carteret General Hospital, the "main campus". It will replace equipment acquired under authority of CON Project ID P-005282-95 and upgraded pursuant to a letter of no review from the state issued on April 4, 2002.

It will be located in the Carteret General Hospital building. Carteret General Hospital is a licensed acute care hospital, License No. H-0222.

Current equipment is more than three years old and was purchased new. The replacement equipment will be new. Thus the replacement also qualifies for an exemption under GS 131E-184(f) and 10A NCAC 14C.0303.



PATRICK "PAT" JOYCE CHAIRMAN
RICHARD A. BRVENIK, FACHE PRESIDENT

3500 ARENDELL STREET MOREHEAD CITY, NC 28557
P 252,499,6000

PHILIPS HEALTHCARE
A division of Philips Electronics North America Corporation
22100 Bothell Everett Highway
P.O. Box 3003
Bothell, Washington 98041-3003



Quotation #: 1-1ML95US Rev: 3 Effective From: 23-Jun-17 To: 22-Aug-17 Presented To: Presented By: CARTERET GENERAL HOSPITAL Bethann Griffith-Subik Tel: (919) 677-9046 3500 ARENDELL ST Account Manager Fax: (919) 677-9047 MOREHEAD CITY, NC 28557-2901 John Hill Tel: (800) 722-7900 x6806 Regional Manager Fax: Tel: **Alternate Address:** Date Printed: 23-Jun-17 Submit Orders To: 22100 BOTHELL EVERETT HWY BOTHELL WA 98021 Tel: (888) 564-8643 Fax: (425) 458-0390

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without the prior written consent of Philips.

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

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# Quote Summary 100334 Ingenia 1.5T Omega

Qty	Product
1	NNAN050 Ingenia Omega 1.5T SE Q2 2017
1	NMRB232 dS Flex M 1.5T
1	NMRB236 dS Knee 16ch 1.5T
1	NMRB237 dS Breast 7ch 1.5T
1	NMRB293 dS SmallExtr 8ch 1.5T
1	NMRB280 MammoTrak Biopsy Kit 1.5T
1	NMRF152 dS MSKSuite
1	NMRF155 dS VascularSuite
1	NMRB109 Patient Observation Camera Color and Zoom
1	NMRA113 Patient observation monitor
1	FMR0340 FlexTilt
1	FMR0326 Anterior Coil Frame
2	989801256064 MR Additional Training 24 Hours OnSite
2	989801256069 MR Full Travel Package OffSite
1	989801271128 MR Stereo.
1	NNAF231 Customer Is Responsible For Chiller Needs
1	NNAF082 MR Conversion to Philips Program
1	NNAF891 Enhanced Warranty Terms
1	SP007 Rigging Charges
1	SP059B Universal Power Supply
1	SP019 Trade in Allowance

System Type:

New

Freight Terms: FOB Destination

Warranty Terms:

Part numbers beginning with two (2) asterisks (\*\*) are covered by a System 12 Months Warranty. All other part numbers

are third (3rd) party items.

**Special Notations:** 

Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date.

Any rigging costs are the responsibility of the Purchaser.

Additional Terms:

The specific Contract # referenced above represents the Novation or Vizient agreement with Philips containing discounts, fees and any specific terms and conditions including the Venturio Tourist Contract # referenced above represents the Novation or Vizient agreement with Philips containing discounts,

fees and any specific terms and conditions, including the Vendor's Terms and Conditions of Sale (subject to such

Line # Part #

Description

Qty

1 \*\*NNAN050

Ingenia Omega 1.5T SE Q2

1

2017

# **INGENIA OMEGA 1.5T SE Q2 2017**

Ingenia with dStream architecture provides flexible and intelligent tools for faster exams and more consistent scanning, as well as excellent clinical performance for a variety of applications – all while increasing patient comfort. Designed for today and tomorrow, it is a safe investment that will serve your needs well into the future.

The system software supports a new generation of clinical options for head, neck, spine, MSK and body imaging. In addition, it brings important improvements to the scanner GUI for better control and usability throughout the MR exam, including:

- Smart conflict management for improved workflow
- · Selective archiving for better control of archiving & export
- Combined accession numbers for improved scan efficiency during procedure based billing
- AutoSPAIR, software controlled SPAIR delay time for consistent fat suppression
- Increased patient database image bulk storage capacity to >= 250GB
- Patient specific safety protocols with SAR/PNS management

At the heart of the Ingenia is the new dStream architecture. dStream comprises:

- DirectDigital RF receive technology, which samples the MR signal directly in the RF coil on the patient.
- FlexStream workflow, which increases system versatility and throughput
- EasyExpand, which enables plug and play expansion of clinical capabilities without major upgrades

Philips Ingenia significantly improves MR image clarity, speed and expandability.

- Clarity: By digitizing the signal directly on the patient, dStream captures image data where the signal is at its purest.
- Speed: Patient and coil handling have never been easier: flexible exam setup to meet each
  patient's unique situation, simplified coil changeover and optimal quality for any exam.
- Expandability: The number of channels is determined by the coil, rather than limited by the system. This makes the MRI system forward-compatible to easily access emerging applications like body and cardiac and new enhancements for established applications like neuro and musculoskeletal imaging.

dStream architecture

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#### Line # Part #

#### Description

Qty

- State-of-the-art water-cooled gradient coil and solid-state amplifier for high fidelity and 100% duty cycle.
- · Non-resonant gradient design allows flexible generation of any type of gradient waveform.
- The integrated force-balanced design of the gradient coil and magnet reduces vibrations and ensures acoustic noise is minimized.
- · Extremely low eddy currents for short echo times
- AutoSofTone further reduces gradient acoustic noise by up to 30 dB (an 86 % reduction in patient-perceived acoustic noise).

#### RF receive: DirectDigital and EasyExpand

DirectDigital: Unique Philips technology that samples the MR signal directly in the RF coil on the patient. The fiber-optic transmission of digital broadband data from the coil to the image reconstructor removes potential noise influences typical with analog pathways.

- Capturing the purest MR signal with up to 40% greater signal-to-noise, enabling higher speed/resolution
- Increased dynamic range (max 187 dB)

DirectDigital technology additionally includes:

- · Sub-millisecond TRs and ultra-short TEs
- · Real-time imaging control for clinical motion correction:
- · navigator-corrections required for free-breathing cardiac techniques
- · high-resolution diffusion (i.e., PhaseTrak) with profile updates within 1 ms.
- · Real-time control of RF transmission, gradient switching, data acquisition and triggering.

EasyExpand: Inherent design of the dStream architecture, where channels are determined by the coils rather than the system. The MR system becomes channel independent, which means a removal of the number of channels as a system specification. This enables plug-and-play expansion of clinical capabilities.

Expansion does not require major system upgrades, resulting in lower life cycle costs.

#### dS-SENSE

Next generation parallel imaging for the dStream (dS) architecture, which simplifies and speeds up scan setup and enables higher parallel imaging factors for more speed or resolution.

· Includes quick, fully integrated reference scans which are planned automatically.

#### RF transmit

- 18 kW Solid-state RF power amplifier that provides ample energy to image large patients.
- RF-SMART technology enables SAR to be effectively managed through balanced system
  design, and maximizes scanner performance in combination with the application of Philipsunique imaging capabilities such as SENSE, SPAIR, Flip Angle Sweep and RF amplitude
  control.

#### Line # Part #

#### Description

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- Efficient coil usage more applications with fewer coils
- Unique design allows up to 70% of routine applications without additional coil connections.
- FlexConnect easy to use, single-handed coil connections.

# FlexCoverage Posterior coil

Posterior coil, used routinely in 60% of all applications, is an integrated coil below the thin table top providing neck-to- toe coverage. This coil does not need to be carried, positioned, connected nor exchanged, thereby enhancing workflow. It is always there when you need it.

- Head-to-toe coverage up to 200 cm\* in combination with the base coil
- FlexConnect coil connection / connectors:

Single-handed coil connection for fast and easy plugging and unplugging of coils, and for autoeject with FlexTrak undocking in emergency cases.

The small FlexConnect connectors use advanced fiber-optic connections for carrying digital broadband MR signals.

Enhanced reliability by eliminating delicate RF pin connections.

#### FlexTrak table top

Ultra-thin table top that maximizes bore space. Includes coil connections directly on the table top for fast and easy setup.

- Ultra-thin design ensures minimal distance between patient and FlexCoverage Posterior coil for optimal SNR
- Ultra-strong design supports patients up to 250 kg (550 lbs)
- Wide table for enhanced patient space and comfort
- · Easily removed for patient transport using the optional FlexTrak patient transport system

#### Workflow / throughput: SmartAssist

Next generation, easy-to-use SmartExam and ExamCards software that helps the user reduce the number of manual tasks.

- · Simplifies workflow by making ExamCards more efficient
- Can reduce repetitive tasks by half
- Increases efficiency, reproducibility and consistency

#### **ExamCards**

A grouping of individual sequences and operations that define a clinical protocol. An ExamCard can include both the imaging sequences and any of the SmartAssist functionalities. ExamCards makes even the most complex exams simple.

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#### Line # Part #

#### Description

Qty

- Provides the flexibility to perform one sequence at all stations before starting the next sequence.
- Labels and sorts images regardless of the order in which they are acquired for subsequent viewing and processing as a single volume.
- BolusTrak (fluoroscopic scans) can be interleaved at any point during a multi-station exam.

#### SmartLine processing

Smart, automated and intelligent processing of image data. SmartLine processing steps can be run simultaneously and in parallel with image acquisition. Defined in the ExamCard, the same processing settings are used every time for consistent results.

 Progress of each processing step is clearly displayed to the user alongside the scanning progress.

The following packages are included:

- SmartLine VolumeView Real-time MIP, MPR and 3D surface rendering (standard or user defined volumes of interest enable elimination of unwanted signals regions)
- SmartLine ImageAlgebra (including addition, subtraction, relative subtraction, cumulation, ratios, MTC, ASL calculation)
- SmartLine PicturePlus for user-defined image filtering (smoothing and/ or edge enhancement)
- · SmartLine T1 / T2 / rho map calculation
- SmartLine Delayed Reconstruction enables various retrospective image reconstructions from raw data (e.g. reconstruction of various flow directions from a 3D phase-contrast MRA dataset)

#### Scantools dependent options:

- SmartLine Diffusion registration
- SmartLine Diffusion (ADC, eADC, etc.)
- · SmartLine IViewBold real-time fMRI analysis

#### Viewing, filming and export

The MR viewing environment supports fast and flexible viewing, processing and film generation

- Window width/level, zoom, pan, rotate, mirror
- Image annotation (text, arrows and lines)
- · Simultaneous visualization of up to four independent series for comparison.
- Cine movie display in various formats
- Drag & drop functionality to enable the creation of films containing random image selections
- · Single mouse click film generation of image series using a range of predefined formats
- · Images and movies can be exported to Windows PC formats as visible on screen

#### Patient environment and patient handling

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#### Line # Part #

#### Description

Qty

 Ergonomically designed control units on both sides of the bore to increase operating flexibility.

#### Physiology measurement and gating

Wireless physiological hardware to provide synchronization for sequence triggering and gating. Wireless physiological signals can be observed on the operator's console monitor or on the optional Interventional Monitor.

- Wireless Physiology consisting of wireless Basic Triggering Unit (wBTU) and respiratory module hardware
- · Physiological synchronization for sequence triggering and gating through
  - Wireless VCG
  - · Wireless Respiratory
  - Wireless PPU (requires optional PPU Sensors)

#### Patient accessories

Comprehensive set of patient accessories, including

- · Table mattress set
- · Head/leg support
- Knee support
- · Positioning wedges
- · Small foam wedges
- Set of sandbags
- · Set of patient fixation straps

# Computer specifications (may be supplied on one or two computers)

#### Host

- >= 32 GB host memory
- >= 100GB system disk
- >= 250 GB main image database disk (Approx. >= 300,000 images 256 x 256 image resolution)
- >= 23-inch LCD wide-screen format monitor enabling large overview
- LCD wide screen resolution: 1920 x 1200
- · MicroSoft Windows ® OS 64 bits
- · External storage via USB port
- 10BaseT, 100BaseT or 1000BaseT connections.

#### Recon

- Fast reconstruction of demanding imaging techniques (interactive real-time, dS-SENSE, high resolution and high coil receiver count).
- >= 6000 images per second (256 x 256 reconstructions)
- >= 13000 recons/sec (256 FFT, 100% FOV)
- >= 32 GB reconstruction memory (RAM)

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Description

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Installation: EasySite and PowerSave

#### **EasySite**

System design for rapid installation times, compact siting footprint and low ceiling heights.

- Installation times as short as 7 days, based on prepared site conditions.
- · Industry's lightest wide-bore magnet enables siting on upper floors.
- Siting (exam/technical/control room) as little as 27 m2.
- Low ceiling height
- · Low transport height for easy facility access
- System / building vibration transfer is minimized by special vibration pads that require no facility adaptations.

#### **PowerSave**

Unique, efficient design combined with smart power management of the high power sub-systems (gradient amplifiers, RF amplifiers, etc.) enable reduction in power consumption by up to 50% without affecting overall performance.

Scantools Pro provides the following generic workflow features for all clinical anatomies:

- ExamCards, for automated scanning and processing of patient studies. Examcards can be
  edited during scanning. The Split Exam option provides you the ability to separate imaging
  series acquired during a single scan session into multiple scan instances. This allows for
  correct association of imaging series to ordered/scheduled examinations to facilitate proper
  reporting, data handling and billing activities.
- SENSE parallel imaging methods for fast scan times, high resolution or to reduce susceptibility artifacts.
- · CLEAR for signal uniformity correction based on coil-sensitivity and on patient loading.
- PicturePlus to improve appearance of images through edge enhancement and smoothing.
   Provides full control over all enhancement parameters, which can be applied automatically post-acquisition or as a post-processing option.
- High-resolution acquisitions and reconstruction (1024 matrix)

In addition, ScanTools Pro contains fast, high resolution imaging methods for the assessment of morphology of all anatomical areas including brain and spine, MSK, body and breast, cardiac, and various blood vessels with or without contrast agents. Specific features per clinical area are listed below.

#### Neuro Pro

- Sequences include SE, FFE and EPI based methods, with fat suppression methods including STIR, SPIR, ProSet and SPAIR.
- FLAIR for CSF suppression.
- Snapshot imaging, intended for uncooperative patients, eliminates the effects of patient and physiological motion through the combination of rapid TSE sequences and SENSE.
   Individual Snapshot images can be acquired in any orientation in approximately 250ms to

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#### Description

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- Whole brain coverage and high temporal-resolution T2\*-weighted imaging for perfusion-weighted and BOLD imaging studies.
- · Higher temporal resolution and coverage compared to traditional multi-slice techniques.
- Reduce sensitivity to susceptibility and flow artifacts associated with EPI techniques, enabling imaging throughout the brain and into the skull base.

#### **MSK Pro**

- SE, TSE, and FFE sequences, with fat suppression provided by STIR, ProSet, SPIR and adjustable fat suppression with the SPAIR method.
- · Balanced acquisitions (bFFE) for high-resolution morphology scans.
- DRIVE combined with TSE to increase sensitivity to fluids (with good T2 weighting), even with short TRs.
- · Turbo-STIR for fat-suppressed evaluation of bone bruises.
- TSE with asymmetric profile ordering for proton density weighted imaging of joints with higher spatial resolution or faster scan times.
- Mixed Mode (interleaved IR/SE for combined T1 & T2 map calculation).
- Multi-Echo T2 measurements (up to 32 echoes) for T2 mapping.
- 3D FFE with ProSet for water-only (selective exc itation) sequences. Optimizes cartilage and/or fluid imaging with high-resolution in all directions.
- e-THRIVE for 3D high-resolution fat-suppressed imaging for MR arthrograms and evaluation of soft tissue lesions as well as rheumatoid arthritis.
- MobiFlex for simple visualization of total spine imaging and multiple-station long bone studies.
- Dynamic imaging sequences for TMJ or other joint studies.
- Includes protocols for imaging in the presence of prostheses, with improved susceptibility using SENSE, modifications of water-fat shift and user-specified bandwidth.
- Up to 1024 acquisition resolution and flexible reconstruction resolution via interpolation.

#### **Body Pro**

- TSE sequences with respiratory triggering (in combination with breath hold or free breathing).
- MultiVane motion correction for T2w TSE diagnostic images, even in case of severe patient motion.
- · In and out of phase FFE/TFE sequences .
- SPAIR for high uniformity fat saturation.
- e-THRIVE volumetric imaging with fat suppression, in short breath-hold times Keyhole for high temporal dynamic imaging.
- Diffusion-weighted sequences with automated creation of Apparent Diffusion Coefficient (ADC) maps.
- · MRCP sequences, (radial) single shot and 3D acquisitions.
- · High-resolution pelvic imaging.

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#### Line # Part #

#### Description

Qty

- Time-of-flight (inflow) sequences with TONE to improve contrast and MTC to reduce periorbital fat signal.
- CENTRA for 3D high-resolution contrast enhanced imaging to allow an increase in spatial resolution without venous contamination.
- · Keyhole imaging to improve temporal resolution in dynamic studies.
- BolusTrak for synchronization of high-resolution CE-MRA acquisitions with a real-time fluoroscopic display of bolus arrival in the area of interest.
- MobiView for automated composition of multi-station acquisitions (e.g. MRA runoffs) into single images.
- MobiFlex for setup and acquisition of complex multi-station exams, combining different FOVs, resolution, geometries and SENSE acceleration factors.
- · VCG gating for robust ECG gating and triggering (includes a four-lead cable set).

#### dS PerformanceSuite

#### Towards first time right imaging

This suite is designed for fast workflow, robust scanning and an enhanced patient experience during MRI examinations. The dS PerformanceSuite delivers fast, robust scanning methods based on dStream digital quality and speed. Moreover, our Patient In-bore Solutions streamline and innovate the patient experience during the MRI exam.

#### The dS PerformanceSuite includes:

- · Patient in-bore Solutions
- · Technologists Solutions
- · Fast and robust in Neuro
- Fast and robust in MSK
- · Fast and robust in Body

#### **Patient In-bore Solutions**

#### AutoVoice - Guiding your patients through the MR examination

AutoVoice is a fully integrated and automated solution that guides your patients through the MR examination by indicating scan duration, announcing table movements and providing breathhold guidance, helping you enhance patient comfort.

#### ComforTone - Reduce acoustic noise and enhance MR patient experience

Leveraging our years of experience in acoustic noise reduction technologies, our unique ComforTone solution achieves up to 80% acoustic noise reduction\* with similar image quality and contrast within the same time slot.

\*Compared to scanning without ComforTone

#### **In-bore Connect**

MR software enabling the communication with Ambient Experience Patient in-Bore Solution.

#### **Technologists Solutions**

#### ScanWise Implant - A key to confidence with MR Conditional implants

ScanWise Implant software helps you to confidently scan patients within the MR Conditional limits by providing step-by-step guidance to enter the condition values of the implant manufacturer. Your

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Description

Qty

#### MultiVane XD - Motion-free imaging in short scan time

MultiVane XD delivers high resolution diagnostic images even in the case of severe patient motion by providing motion correction to a full range of anatomies, in short scan times\*. MultiVane XD works in multiple orientations and for various contrasts (T1w, T2w, FLAIR) helping you to increase your diagnostic confidence.

\*Compared to Multivane, thanks to compatibility with dS SENSE

mDIXON XD TSE Specialist - Replace all your FatSat by one single fat-free imaging solution mDIXON XD TSE brings a new dimension to fat suppression by providing uniform, complete and consistent fat-free imaging, even over large field-of-views and in challenging anatomies. Providing up to four image types in one single scan, including with/ without fat suppression contrasts, in routine scan times and resolution simultaneously, you can easily replace your favorite routine TSE scans with it. mDIXON XD TSE will enable you to enhance your imaging strategies by simplifying your routine TSE procedures.

#### O-MAR - Efficient near-metal soft tissue and bone imaging

O-MAR (Metal Artifact Reduction for Orthopedic implants) allows you to improve visualization of more soft tissue and bone in the near vicinity of MR Conditional orthopedic implants\*. This allows you to offer post-operative MR imaging to patients with implants who could develop implant-related conditions.

\*Only for use with MR Safe or MR Conditional implants by strictly following the Instructions for Use.

Fast and robust in Body

#### SmartExam Breast - Consistent fat suppression for every patient

SmartExam Breast\* provides consistent fat suppression for every patient and assists in delivering reproducible planning results by using intelligent software which automatically plans the scanning geometries, based on your validated scanning preferences. This enables you to standardize your MRI exam process helping you to enhance consistency in follow-up exams of the same patient and from patient to patient.

1 SmartExam is not available to patients with MR Conditional Implants.

#### MultiVane XD - Motion-free imaging in short scan time

MultiVane XD delivers high-resolution diagnostic images even in the case of severe patient motion by providing motion correction to a full range of anatomies, in short scan times1. MultiVane XD works in multiple orientations and for various contrasts (T1w, T2w, FLAIR) helping you to increase your diagnostic confidence.

\*Compared to Multivane, thanks to compatibility with dS SENSE

# 3D Vane XD - Free breathing abdominal imaging

3D VANE XD supports imaging of the abdomen without the need for the patient to hold their breath, helping you reduce motion artifacts during free breathing\* and improve patient comfort. With 3D VANE XD, you can now accommodate patients who are unable to hold their breath, including pediatric patients.

\*Due to radial imaging method, compared to Philips 3D cartesian imaging method

# mDIXON XD FFE Specialist - Improve your fat-free imaging performance

mDIXON XD FFE provides more efficient fat-free imaging in routine scan times. Improve your fat-free imaging over large field-of-views and for high-resolution imaging. With up to four image types in one single scan, including with or without fat suppression contrasts, mDIXON XD FFE will enable you to enhance your imaging strategies by simplifying your routine FFE procedures.

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#### Line # Part #

#### Description

Qty

- Coil type: Integrated
- · Lightweight coil(s)
- DirectDigital sampling in the coil where the MR signal is at its purest, without loss in the RF chain, enabling:
  - Enhanced SNR
  - dS-SENSE enhanced parallel imaging performance
  - dS-SENSE capable in AP, LR and FH directions
- Single FlexConnect coil connection and cable for fast and easy setup

#### dS Base 1.5T

An integrated coil solution for total spine related imaging. It includes the FlexCoverage Posterior and the Base coil with 90 cm coverage, using 44 channels maximum. Posterior coil, used routinely in 60% of all applications, is an integrated coil below the thin table top providing neck-to- toe coverage. This coil does not need to be carried, positioned, connected nor exchanged, thereby enhancing workflow. It is always there when you need it.

- Coverage: 90 cm
- · Maximum nr. of channels: 44
- · Main applications: Total spine, C-Spine, T-Spine, L-Spine
- · Coil type: Integrated
- DirectDigital sampling in the coil where the MR signal is at its purest, without loss in the RF chain, enabling:
  - · Enhanced SNR
  - dS-SENSE enhanced parallel imaging performance
  - Single FlexConnect coil connection and cable for fast and easy setup

The Base coil can stay on the table for most examinations without exchanging coils and additional dS Base is ideal to improve workflow by preparing the patient outside the magnet room.

#### dS HeadNeck 1.5T

An integrated coil solution for head, neck and total neuro related imaging. It includes the HeadNeck coil. Combined with the FlexCoverage Posterior coil and Base it enables:

- 45 cm coverage, using 20 channels maximum (Head-Neck)
- 90 cm coverage, using 52 channels maximum (Total Neuro)
- Coverage: 45 cm (HeadNeck) and 90 cm (Total Neuro)
- Maximum nr. of channels: 20 (HeadNeck) and 52 (Total Neuro)
- Main applications: NeuroVascular, Head, Brain, Pediatric, Total Neuro, Total spine, C-Spine, T-Spine, L-Spine
- · Coil type: Integrated
- Lightweight coil(s)

Line # Part #

Description

Qty

Adjustable Height

#### DVD-PC

Local media storage option intended for burning and reading DICOM data on medical grade DVD's. This option enables the operator to burn DVD's directly or prepare multiple DVD's for burning later.

- · Includes DICOM viewer on every DVD created
- · Create multiple DVD's for exchange with off-line stations
- · Burn DVD's independently of other scanner functions.
- Dimensions (hxwxd): 10x34x38cm

# Clinical Education Package for Ingenia Release 5:

# Customer Applications Training \_Introduction to Philips MR Release 5 - Learning Path 1:

This online pre-learning material will introduce the User Interface and clinical handling of the MR scanner to prepare the technologist for on-site training. Learning Path 1 will guide the technologist through specific workflow steps, this self-paced learning module is highly recommended for all Ingenia users and should be completed prior to Essentials OffSite or Handover Onsite Education. CEU credits may be available for each participant that meets the guidelines provided by Philips.

Release 5 Essentials OffSite Education: The MR Release 5 Essential course is a prerequisite to attending the MR Release 5 Advanced Concepts course. Philips will provide up to two (2) technologists, as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and work-flow of the magnetic resonance imaging system. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation, and trainee should have prior knowledge of basic MR theory. CEU credits may be available for each participant that meets the guidelines provided by Philips.

Handover OnSite Education: Philips Education Specialists will provide twenty-eight (28) hours of education for up to four (4) students, as selected by customer. Students should attend all 28 hours, and must include the two OffSite education attendees. This course does not cover Cardiac or Spectroscopy. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready, including all inspections approved, all accessory equipment installed and functioning (injectors, hard copy units, film processors and physiologic monitors), and all supplies stocked. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

FollowUp OnSiteEducation: Philips Education Specialists will provide twenty-eight (28) hours of Follow-Up Education for up to four (4) students, selected by customer, including technologists

Quotation #: 1-1ML95US Rev.: 3 Page 25 of 40

#### Line # Part #

#### Description

Qty

An integrated coil solution for general-purpose imaging. It includes two medium-sized flexible general-purpose coils. Combined with the FlexCoverage Posterior coil they enable 15 cm coverage, with a maximum of 6 channels.

The shape and size of the flexible coil elements enable a wide variety of applications, including imaging of medium sized anatomies. The coil can be used to locally enhance resolution of images acquired over a larger FOV, for example in pediatric applications.

· Coverage: 15 cm

· Maximum nr. of channels: 6

Main applications: Shoulder, Foot, Ankle, Knee, Pediatric

Coil type: Integrated

dS-SENSE enhanced parallel imaging performance

#### 3 \*\*NMRB236

dS Knee 16ch 1.5T

1

Coil designed for ultra-high SNR imaging over an extended field of view of the knee and other extremities. Two overlapping rings of eight elements extend the coverage area and minimize the need for precise positioning. dS-SENSE enhanced parallel imaging can be selected in all directions. The dS Knee 16 ch has a split design for easy patient setup and an ergonomically ramped insert for patient comfort.

Coverage: 20 cm

Maximum nr. of channels: 16

Main applications: Knee, extremities

Coil type: Dedicated

· dS-SENSE enhanced parallel imaging performance

#### 4 \*\*NMRB237

dS Breast 7ch 1.5T

1

A rigid, open-designed coil that can be used alone or in combination with FlexTrak Mammo. The dS Breast 7ch coil is designed for optimal coverage of the axilla region and outstanding performance. The dS Breast 7ch has an open design and will be delivered with compression plates that can be applied in either LR or FH direction. If applied mildly the compression plates will help to reduce motion of the breast therefore contributes to improved image quality. Mild compression in FH also reduces the imaging volume in FH direction which might help to shorten the scan time.

Coverage: Bilateral

Maximum nr. of channels: 7

Main application: Breast

Coil type: Dedicated

 dS-SENSE enhanced parallel imaging performance. SENSE can be applied in LR and FH direction for enhanced resolution or speed

· Very comfortable coil with optimized patient comfort ramp

 Includes immobilization plates (for both LR and FH direction) to reduce motion artifacts and accommodate a large range of patient sizes

The dS Breast 7ch coil is compatible with Breast Biopsy Kit (NMRB280).

Integrated LED light offering clear view during biopsy procedure

#### 5 \*\*NMRB293

dS SmallExtr 8ch 1.5T

1

Quotation #: 1-1ML95US Rev.: 3 Page 27 of 40

Line # Part #

Description

Qty

dS MSKSuite

With ageing population, dedicated applications for specific anatomies and solutions for patients with implants, the dS MSKSuite helps you enhance quality while making MR accessible to more people. Powered by our dStream digital broadband architecture, which provides highquality images at remarkable speed, 3D MSK VIEW delivers superb visualization of soft tissue and bone, helping you capture a wealth of structural and physiological information. Philips' MSK-diagnostic applications helps you find answers to your most challenging MSK cases.

#### The dS MSKSuite includes:

- 3D MSK VIEW
- 2k imaging
- · O-MAR XD Specialist

# 3D MSK VIEW - View your 3D TSE imaging data in any plane

3D VIEW is an advanced 3D TSE technique that lets you acquire high resolution data in multiple directions, including oblique, in one scan helping you enhance your confidence when diagnosing lesions.

#### 2k imaging

2k Imaging offers a scan matrix of 2048 x 2048, providing high resolution even with large FOVs, or lower resolution scans with a 2048 matrix reconstruction. Compatible with all imaging methods.

# O-MAR XD Specialist - Efficient near-metal soft tissue and bone imaging

O-MAR XD (Metal Artifact Reduction for Orthopedic implants) allows you to improve visualization of more soft tissue and bone in the near vicinity of MR Conditional orthopedic implants.\* This allows you to offer postoperative MR imaging to patients with implants who could develop implant-related conditions. O-MAR XD offers a reduction of in-plane and through-plane susceptibility artifacts caused by metal implants.\*\* It is extending MARS (Metal Artifact Reduction Sequence) with the View Angle Tilting (VAT) and Slice Encoding for Metal Artifact Correction (SEMAC) techniques.

\*Only for use with MR Safe or MR Conditional implants by strictly following the Instructions for Use. \*\*Compared to standard high bandwidth spin-echo based techniques.

#### 8 \*\*NMRF155

dS VascularSuite

1

dS VascularSuite

The use of magnetic resonance angiography (MRA) for the evaluation of blood vessels is well established, and is currently performed by over 80% of hospitals and imaging centers in the USA\*. The dS VascularSuite was designed to deliver rapid insights into intricate vascular structures throughout the body. It includes methods for dynamic non-contrast MRA; for improved patient compliance when evaluating patency of cerebral vasculature, and non-subtraction MRA with mDIXON; for improved vessel-to-background contrast in peripheral MRA studies; and for complete elimination of subtraction artefacts, inherent to traditional MRA methods. Based on our dStream digital broadband architecture, the dS VascularSuite delivers fast and high-quality angiography without the need for ionizing radiation or nephrotoxic contrast agents.

We also understand your challenging business environment. Our advanced diagnostic applications in the dS **Vascular**Suite can help you stand out from your competitors and increase your referrals.

\*IMV report 2015

The dS VascularSuite includes:

Quotation #: 1-1ML95US Rev.: 3 Page 29 of 40

#### Line # Part #

#### Description

Qty

The Anterior coil frame creates a distance between the coil and the patient thereby avoiding direct contact (e.g. for peripheral vascular disease, pediatric patients).

# 13 \*\*989801256064 MR Ac

MR Additional Training 24
Hours OnSite

2

Clinical Education Specialist will provide twenty-four (24) hours of MR OnSite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information.

Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

Education expires one (1) year from equipment installation date (or purchase date if sold separately).

# 14 \*\*989801256069 MR Full Travel Package OffSite

Includes one (1) participant's airfare from North American customer location to Cleveland, Ohio with lodging, ground transportation, and meal expenses. Breakfast/dinner provided by the hotel, and lunch/breaks are catered by Philips. All other expenses will be the responsibility of the attendee. Details are provided during the scheduling process.

Note: Cancellation/rescheduling policy strictly enforced.

Education expires one (1) year from equipment installation date (or purchase date if sold separately).

#### 15 \*\*989801271128 MR Stereo.

1

2

The Yamaha R-S202 stereo comes with Speakers:

- · 2 channels of 100 Watt high -power output
- Advanced circuitry design
- · Bluetooth to your favorite streaming music services
- 40 station FM/AM preset tuning
- · Brushed aluminum finish and simplistic design
- · Speaker selector for two systems
- Simple remote control layout

#### 16 \*\*NNAF231

Customer Is Responsible For

1

Chiller Needs

#### 17 \*\*NNAF082

MR Conversion to Philips

1

Program

Clinical Education Program for MR Conversion to Philips Systems:

#### Conversion Remote/Online Education:

Philips will provide access to a two (2) hour Webinar session with an online proficiency assessment and in years one (1) through three (3) Philips will provide customer access to a webbased training, in which a maximum of 50 CEU's may be awarded.

#### Conversion FollowUp Onsite Education:

Philips Education Specialists will provide twenty four (24) hours of additional Follow-Up Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEU credits may be available for each participant that meets the guidelines provided

Quotation #: 1-1ML95US Rev.: 3 Page 31 of 40

#### Line # Part #

#### Description

Qty

- 4. Philips may test and inspect the Trade-In prior to de-installation. If the condition of the Trade-In is not substantially the same on the Removal Date (ordinary wear and tear excepted) as it is identified on the System Disclosure Form, then Philips may reduce the price quoted for the Trade-In;
- 5. If the removal date is delayed until after the De-Install Date, unless Philips causes the delay, then Philips may reduce the price quoted for the Trade-In by six percent (6%) per month.
- 6. Philips is responsible for normal de-installation costs of the Trade-In.
- 7. The trade-in value will not include costs associated for any facility modifications and/or rigging required for de-installation and must be accounted for separately.
- 8. Customer is responsible for all plumbing necessary to properly drain coolant from chiller system and cap the lines.
- 9. Prior to the Removal Date, Customer shall remove from the room all equipment that is not being deinstalled.

#### \*\*\*\*\*\*\*PROMOTIONS\*\*\*\*\*\*

#### **Promotion Name**

MR - Enhanced Trade-in Program - \$150K Trade-in Guarantee

#### Description

Ingenia 1.5T SE - Enhanced Trade-in - \$150K Trade-in Guarantee

Under this promotion the customer will receive a \$150,000 trade-in value for their MR system. This program is designed to deliver outstanding financial value for Philips customers. To use this promotion, the customer must purchase a new Philips MR system and trade-in their MR system.

Promotion Terms & Conditions:

- 1. Order must be placed before November 30, 2017.
- Installation of new scanner and trade-in of old scanner must be completed by the end of December 2018.

Quotation #: 1-1ML95US

**Rev.:** 3

Page 33 of 40

# 100309 Upgrades MR - Serial #

System Type:

Upgrade

Freight Terms:

FOB Destination

Warranty Terms:

Part numbers beginning with two (2) asterisks (\*\*) are covered by a ninety (90) day product warranty. All other part

numbers are third (3rd) party items.

Special Notations:

Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date.

Any rigging costs are the responsibility of the Purchaser.

Additional Terms:

The specific Contract # referenced above represents the Novation or Vizient agreement with Philips containing discounts, fees and any specific terms and conditions, including the Vendor's Terms and Conditions of Sale (subject to such

#### Line # Part #

#### Description

#### Qty

#### \*\*NMRF012

#### dS FootAnkle 16ch 1.5T

Ski-boot shaped coil for optimum coverage of the ankle and entire foot up to the toes also in large foot sizes. The coil design and element layout allow for either large FOV imaging of the whole foot or small FOV high resolution imaging for ankle joints. The coil is easy to set up and can be used with the patient's foot vertical or up to 20 degrees plantar flexed. In Vertical position the coil can be tilted using a tilting device for maximum patient comfort.

- Coverage: 32 cm in A/P direction and 24 cm in H/F direction
- Maximum nr. of channels. 16
- Main applications: Foot, Ankle, Toes
- Coil type: Dedicated
- dS-SENSE enhanced parallel imaging performance

#### 2 \*\*NMRF015

#### dS Shoulder 16ch 1.5T

1

Coil designed for high image quality throughout the shoulder joint, with excellent penetration into

labrum. The coil consists of a base anterior part and an adjustable anterior part which can be raised and tilted for comfortable positioning. The coil can be positioned on the left or the right side of the table to scan the right or the left shoulder.

Coverage: 18 cm LR

Maximum nr. of channels: 16 Main application: Shoulder

Coil type: Dedicated

dS-SENSE enhanced parallel imaging performance

Quotation #: 1-1ML95US

**Rev.:** 3

Page 35 of 40

# 100309 Upgrades MR - Serial #

#### **OPTIONS**

SELECTION OF ANY OPTION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. OPTIONAL EQUIPMENT PRICING VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED.

Line #	Part #	Description	Qty	Each	Price	Initial
1	an inner diamete design for easy	dS SmallExtr 16ch 1.5T il designed for imaging of elbows, ha er of 20 cm to match the size of the positioning and good fit. A mattress ent comfort and avoid motion.	small extrem	nities. It has a flexib	le wrap-around	

· Coverage: 24 cm in H/F direction

Maximum nr. of channels: 16

Main applications: Extremities, Elbow, Arm, Shoulder

· Coil type: Dedicated

dS-SENSE enhanced parallel imaging performance

Quotation #: 1-1ML95US

**Rev.:** 3

- 10.1 In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation.
- transfer or relocation.

  10.2 Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications.

  10.3 Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed.

  10.4 Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.

#### 11. Limitation of Liability

- 11. THINGUIST CLABBILTY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING OR RELATING TO FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE GIVING RISE TO THE
  - 11.2 THIS LIMITATION SHALL NOT APPLY TO:
- (a) THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.
- (b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT;
- (c) OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PHI; and;
- (d) FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES,

12. DECLINION TO SERVICES WHETHER ARISING FROM BREACH CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

#### 13. FORCE MAJEURE

13.1 Philips and Customer shall each be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to: acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.

Philips system specifications are subject to change without notice

# EXHIBIT B

# PROPOSED CAPITAL COSTS

Project name: MRI Replacement 1.5 tesla
Proponent: Carteret General Hospital, Carteret County

Capital Cost template Carteret MRI.xlsx Insert this table

Α	Sit	e Costs			T
	(1	Full purchase price of land			
		Acres at \$ per acre		\$	
	(2	Closing costs		\$	1
	(3	Site inspection and survey		\$	
	(4	Legal fees/subsoil investigation		\$	1
	(5	Site preparation costs			1
	1	Soil borings			
		Clearing-earthwork		1	*
		Fine grade for slab		1	
	1	Roads-paving-sidewalks		1	
		Water and sewer		1	
		Footings		1	
		Termite treatment		1	
		Other (specify)			
		Sub-total site preparation costs		\$O	
	(6	Other (Demolition)			
	(7	Subtotal Site Costs			\$0
В	Con	struction Contract			
	(8	Cost of materials			
		General requirements			
		Concrete/masonry			
9		Woods/doors/windows finishes			
		Thermal & moisture protection			
		Equipment and specialty items	10 (0000)		
	Ö	Mechanical/electrical/plumbing			
		Other: (Specify)			
	(9	Cost of Labor			
	9	Sub-total materials and labor		\$926,700	
	(10	Other - Escalation Cost (3%)		\$27,801	
		Sub-Total Construction Contract		see bid	\$ 954,501

# EQUIPMENT COMPARISON for REPLACEMENT EQUIPMENT EXEMPTION

Type of Equipment (List Each Component)  Manufacturer of Equipment Tesla Rating for MRIs  Model Number Serial Number Specify if Mobile or Fixed Mobile Trailer Serial Number/VIN# Mobile Tractor Serial Number/VIN#	MRI Philips 1.5T Ingenia Omega TBD Hospital MRI Fixed
uipment	Philips 1.5T Ingenia Omega TBD Hospital MRI Fixed
uipment	Intimps 1.5T Ingenia Omega TBD Hospital MRI Fixed
uipment	Ingenia Omega TBD Hospital MRI Fixed
uipment	Ingenia Omega TBD Hospital MRI Fixed
uipment	TBD Hospital MRI Fixed
uipment	Hospital MRI Fixed
	Fixed
	POW 1
	NA
	AN AN
Date of Acquisition of Each Component	
June	NA
Title	Title
Specify if Equipment Was/Is New or Used When Acquired	New
Total Capital Cost of Project (Including Construction, etc.)	
<use attached="" form=""></use>	\$2,082,825
Total Cost of Equipment	307 2003
Fair Market Value of Equipment today	
1 continue When One and 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$997,495.
Number Description Programme Hospital OPD	Hospital OPD
Naminet Days in Use/10 be Used in N.C. Per Year	365
Fercent of Change in Patient Charges (by Procedure)	NA
Percent of Change in Per Procedure Operating Expenses (by Procedure)	NA
Type of Procedures Currently Performed on Existing Equipment	
Type of Procedures New Equipment is Capable of Performing	MRI including MRA

#### CARTERET HEALTH CAR

Addendum No	Done	dated Felruar	29,2018	
Addendem No.	Tuo	and Februar		
Addendum No.	Finne _	dated Februar	~27,2018	
	Jour_	dated March		
	tive_	ented March	8,2018	
			,20	18
(Name	American B	wilders, I	uc.	
Title: (C	Dresident Dwner, Partner, or Corp.	Pres. or Vice-Pres. On		
(Propriet	torship or Partnership)			. /
ATTEST:				
By	1 + 9 - /			
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				SEAL OF THE ASSESSED
Billy Name and fit	Tyson &	c -	Presid	ent "
	ican Buil	dere Juc.		
Street Address	west Star	STVULT		
_ Green	rulle NC	27834		
	151-1906			

E: ORIGINAL CERTIFICATE OF NEED AND EXEMPTION TO CHANGE OF OWNERSHIP

State (B)



Project Identification Number P-5282-95	Effective Date October 18, 1996	
U.S. Medical Management	II Inc (lessee) and	
ssued to: Carteret Co. General Ho.	spital Corn- (lessor)	
	- / / / / / / / / / / / / / / / / / / /	
Indianapolis, IN 46217		

The North Carolina Department of Human Resources, pursuant to the North Carolina Health Planning and Resource Development Act of 1978, G.S. § 131-175, et seq., as amended and recodified, G.S. § 131E-175, et seq., hereby finds and certifies that the new institutional health service proposed by the person listed above is consistent with, or as conditioned is consistent with the plans, standards, and criteria prescribed by the Act and the rules and regulations promulgated thereunder. The findings of the Department are attached hereto and incorporated by reference.

This Certificate affords the person listed above the opportunity to proceed with development of the proposed new institutional health service in a manner consistent with the plans, standards, and criteria prescribed by the Act and the rules and regulations promulgated thereunder. This Certificate includes and is limited to:

SCOPE: U.S. Medical Management II, Inc. (lessee) will acquire an MRI scanner and operate it in space leased from Carteret County General Hospital Corp. (lessor). U.S. Medical Management II, Inc. will contract with Carteret County General Hospital Corp. for the staff to operate the MRI scanner.

CONDITIONS: See Attachment

PHYSICAL LOCATION: Carteret General Hospital 3500 Arendell St.

Morehead City, NC 28557 MAXIMUM CAPITAL EXPENDITURE: \$1,385,895

TIMETABLE: See Reverse Side

FIRST PROGRESS REPORT DUE: January 31, 1997

This Certificate is limited to the person listed above and is not transferable or assignable. This Certificate may be withdrawn as provided in G.S. § 131E-189, and the rules and regulations promulgated thereunder.

Issuance of this Certificate does not supplant provisions or requirements embodied in codes, ordinances, statutes other than G.S. § 131E-175, et seq., rules regulations or guidelines administered or enforced by municipal, state or federal agencies or the agent thereof.

Chief, Certificate of Meed Section

Division of Facility Services

DFS-8001CN (Rev. 3/85)

#### ATTACHMENT A

# CARTERET COUNTY GENERAL HOSPITAL CORP. U.S. MEDICAL MANAGEMENT II, INC.

#### PROJECT NO. P-5282-95

#### CONDITIONS OF APPROVAL

- 1. Carteret County General Hospital Corp. and U.S. Medical Management II, Inc. shall comply with the representations made in their application.
- 2. Carteret County General Hospital Corp. and U.S. Medical Management II, Inc. shall submit patient charges and actual per diem reimbursement rates for each source of patient payment to the Agency at year end for each of the first three operating years of the MRI equipment.
- 3. Within the first three years following the first day of operation of the new MRI scanner, Carteret County General Hospital Corp. and U.S. Medical Management II, Inc. shall demonstrate that they have performed not less than five hundred eight (508) medically appropriate MRI procedures per quarter for at least two quarters during the first three operating years utilizing the new MRI scanner in order to continue operation of the new MRI scanner. Carteret County General Hospital Corp. and U.S. Medical Management II, Inc. shall submit a report satisfactory to the Agency at the end of each quarter for the first three years of operation regarding the number and type of procedures performed on the new MRI scanner.
- 4. In the event Carteret County General Hospital Corp. and U.S. Medical Management II, Inc. are unable to demonstrate that they have performed at least five hundred eight (508) medically appropriate MRI procedures per quarter for at least two quarters during the first three years following the first day of operation of the new MRI scanner, they shall no longer have the authority to operate the new MRI scanner and this certificate of need shall automatically lapse and become null and void.
- a. "One quarter" is defined as a continuous ninety-one (91) day period. The two quarters in which Carteret County General Hospital Corp. and U.S. Medical Management II, Inc. must perform at least five hundred eight (508) procedures need not be consecutive; however, the two quarters shall not overlap.
- b. Should the Certificate of Need automatically lapse and become void, Carteret County General Hospital Corp. and U.S. Medical Management II, Inc. shall immediately cease to operate the MRI unit.



# North Carolina Department of Health and Human Services Division of Facility Services Certificate of Need Section

2704 Mail Service Center m Raleigh, North Carolina 27699-2704

Michael F. Easley, Governor Carmen Hooker Odom, Secretary

http://facility-services.state.nc.us

Lee Hoffman, Section Chief

Phone: 919-733-6360 Fax: 919-733-8139

March 25, 2002

F. A. Odell, III, FACHE, President Carteret General Hospital PO Drawer 1619 Morehead City, NC 28557-1619

RE:

Exempt from Review/ Acquisition of MRI-Diagnostic Center owned by U.S. Medical

Management II, Inc./ Carteret County

FID # 923076

Dear Mr. Odell:

In response to your letter of March 19, 2002, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(8). Therefore, Carteret General Hospital may proceed to acquire the above referenced diagnostic center and all assets of the diagnostic center, including the MRI scanner, without first obtaining a certificate of need. Note that pursuant to N.C.G.S. §131E-181(b): "A recipient of a certificate of need, or any person who may subsequently acquire, in any manner whatsoever permitted by law, the service for which that certificate of need was issued, is required to materially comply with the representations made in its application for that certificate of need."

It should be noted that this 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 Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Assistant Chief

Certificate of Need Section

cc: William R. Shenton, Poyner & Spruill

Section Chief, Licensure and Certification Section, DFS

Medical Facilities Planning Section, DFS



Location: 701 Barbour Drive Dorothea Dix Hospital Campus Raleigh, N.C. 27603

An Equal Opportunity / Affirmative Action Employer



Mrs. Lee Hoffman March 18, 2002 Page 2

to Carteret General Hospital pending approval by the Certificate of Need Section. Upon approval, US Medical Management will transfer ownership of the MRI-Diagnostic Center equipment and all rights in the Certificate of Need to Carteret General Hospital. A detailed listing of the equipment is attached hereto.

In conclusion, it is respectfully requested that the Certificate of Need Section expeditiously approve this request for exemption and thereby allow Carteret General Hospital to acquire this Diagnostic Center as negotiated. Once your decision is made, I would be most appreciative if you would send a copy of your response to Mr. William Shenton, Attorney at Law, (US Medical Management). Thank you for your assistance in this acquisition. On behalf of the Board of Directors, I remain.

Sincerely,

F. A. Odell, III, FACHE

President

Copy to:

Mr. William R. Shenton, Esq., Attorney at Law (USMM)

FAO-LEEHOFFMAN-MRICON31802



William R. Shenton Attorney-at-Law

Direct Dial: 919.783 2947 wshenton@poynerspruill.com

www poynerspruili.com

Other offices: Charlone, Rocky Mount

March 22, 2002

#### VIA FACSIMILE

Ms. Lee B. Hoffman Chief Certificate of Need Section Division of Facility Services PO Box 29530 Raleigh, NC 27626-0530

Re: Request for MRI-Diagnostic Center Acquisition Exemption Project ID No. P-5282-95

Dear Ms. Hoffman:

I have received my copy of the March 19 letter to you from Mr. Fred Odell, president of Carteret General Hospital. Mr. Odell's letter presents information about the hospital's acquisition of the Diagnostic Center that has been operated at the hospital by U.S. Medical Management II ("USMM").

I am writing as North Carolina counsel for USMM, and at the specific request of Mr. Jim Wellons of the North Carolina Attorney General's office, to confirm that the parties have entered into a contractual arrangement for the hospital's acquisition of the Diagnostic Center. We therefore respectfully request written confirmation from you that the conditions attached to the Certificate of Need for Project ID No. P-5282-95 have been met, and that the acquisition of the Diagnostic Center by the hospital may proceed as an exempted transaction under N.C. Gen. Stat. § 131E-184(a)(8). We appreciate your kind attention to this and look forward to your response.

With best wishes, I am

Very truly yours,

William R. Shenton

WRS:mpc

cc: James A. Wellons, Esq.

1. Clark Wright, Esq.



# North Carolina Department of Health and Human Services Division of Facility Services Certificate of Need Section

2704 Mail Service Center Raleigh, North Carolina 27699-2704

Michael F. Easley, Governor Carmen Hooker Odom, Secretary

http://facility-services.state.nc.us

Lee Hoffman, Section Chief

Phone: 919-733-6360 Fax: 919-733-8139

April 4, 2002

F.A. O'Dell III President Carteret General Hospital 3500 Arendell St. Morehead City NC 28557-1619

RE:

Exempt from Review/Carteret General Hospital/Acquire a Siemens 1.5 Tesla Magnetron Maestro Symphony MRI System to replace the existing Siemens 1.5 Tesla Magnetron 63SP/ Carteret County FID # 956858

Dear Mr. O'Dell:

In response to your letter of April 3, 2002, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the Siemens 1.5 Tesla Magnetron Maestro Symphony MRI System to replace the existing Siemens 1.5 Tesla Magnetron 63SP serial # 4076. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Section with the serial number of the new equipment to update the inventory, if not already provided.

It should be noted that this 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 Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

eq

Louise A. Campbell, Project Analyst

Lee B. Hoffman, Whief

Certificate of Need Section

Medical Facilities Planning Section, DFS



cc:

includes a turnkey installation which was included in the Siemens bid. The engineering, architectural, and construction pricing were prepared by Siemens Design and Construction Services

Upon approval from the Certificate of Need Section, the Siemens Corporation has indicated they will dismantle the present 1.5 Siemens system and it will be decommissioned. Evidence of this is in the form of the attached message from Mr. Stuart Waddey, Siemens Representative to Mr. Bill Benton, Carteret General Hospital Purchasing Manager.

The new equipment will be used for patient service and will and outpatients, there will be no increase in charges for MRI services and it is our expectation that this new equipment will help us better meet the needs of our patient population.

I am attaching the equipment comparison sheet and the proposed total capital cost of project information for your review.

In conclusion, it is respectfully requested that the Certificate of Need Section expeditiously approve this request for exemption and thereby allow Carteret General Hospital to acquire this replacement MRI equipment. Thank you for your assistance in this matter. On behalf of the Board of Directors, I remain.

Sincerely,

F. A. Odell, III, FACHE

President

Attachments

FAO-HOFFMAN-MRI EXEMPTION4202

# SIEMENS

# Design and Construction Services

Carteret General Hospital

March 21, 2002

Section 2 – additional items to complete the room modifications. Demolition of the exterior brick wall, temporary barrier and brick infill to be performed by facilities, therefore is not included. If electrical and mechanical investigation determines the requirement of a UPS or mechanical system the contract is to be modified to include these item or facilities will purchase them directly.

# General conditions

Full time on-site supervision
Maintain a construction schedule
Coordination of power and other utility shutdowns
Coordinate material delivery and storage
Remove rubbish and debris
Provide temporary facilities
Comply with OSHA
Performance bond
Construction documents – full architectural and engineering
Permit

# Selective Demolition

Removal of all electrical raceways, conduits and ductwork that are not used. Dust barrier

#### Doors & Windows

NA

#### Finishes

Flooring – patch and repair Ceiling – replace damaged ceiling tiles Walls – paint and repair as needed

#### Electrical

Provide as necessary – if a UPS unit is deemed necessary the contract to be increased for this extra cost.

Installation of SMS conduit for equipment.

# HVAC

Provide as necessary .. if a HVAC unit is deemed necessary the contract to be increased for this extra cost.

System balancing

# Odell, Fred

From: Benton, Bill

Sent: Thursday, March 28, 2002 4:29 PM

To: Odell, Fred

Subject: FW: Siemens 63SP MRI System Serial # 4076

----Original Message----

From: Waddey Stuart [mailto:stuart.waddey@siemens.com]

Sent: Thursday, March 28, 2002 3:42 PM

To: bbenton@ccgh.org

Subject: Siemens 63SP MRI System Serial # 4076

This is to confirm that at the de installation of the subject magnet, this magnet will be dismantled and de commissioned.

# PROPOSED TOTAL CAPITAL COST OF PROJECT

Provider/Company: Carteret General Hospital  A Succiosa  (1) Pull purchase price of land	Project Name: Replacement MRI Equipment			
A SILE CUSTS  (1) Full purchase price of land	Provider/Company: Carteret General Hospi	tal		
Acres Price per Acre \$ 2 (Closing costs	A. Site Costs		* 1 ***********************************	
(2) Closing costs	(1) Full purchase price of land		\$	
(3) Site Inspection and Survey	(2) Closing gorts	\$		
(4) Legal fees and subsoil investigation (5) Site Preparation Costs Soil Borings	(3) Site Inspection and Summer		\$	
(S) Site Preparation Costs Soil Borings Clearing-Earthwork Fine Grade For Slab Roads-Paving	(4) Legal fees and subsoil investigation			
Soil Borings	(5) Site Preparation Costs		\$	
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Roads-Paving  Concrete Sidewalks  Water and Sewer Footing Backfill  Termite Treatment	Fine Grade For Slab			
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-F.ODELL/S.ALESHIRE-CGH

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Carteret General Hospital 3500 Arendell Street • Morchead City, NC 28557-1619	
Date: 4-3-2002 Fax No.: 919 733-8139  To: MAS. Louise Campbe (()  From: Fael Ode(()  Total number of pages including this page: Two  OUR DIRECT FAX NUMBER IS: 252-247-1633	-
if you do not receive all pages, please call: 252-247- 1500 (VOICE ONLY)  Special Instructions: 15 file into you  RUBLE ESTER.	
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# PROPOSED TOTAL CAPITAL COST OF PROJECT

Project Name: Replacement MRI Equipme	nt	-0V400000000000000000000000000000000000	
Previder/Company: Carteret General Ro	spital		
A. Site Costs			
(1) Full purchase price of land		\$	
Acres Price per Acre	\$	We do not be the Belleville	
(2) Closing costs			
(3) Site Inspection and Survey			
(4) Legal fees and subsoil investigation		\$	
(5) Site Preparation Costs			
Soil Borings			
Clearing-Earthwork			
Fine Grade For Slab			
Roads-Paving			
Concrete Sidewalks	**		
Water and Sewer			
Footing Excavation			
Footing Backfill			
Termite Treatment			
Other (Specify)			
Sub-Total Site Preparation Costs		\$	
(6) Other (Specify)			
(7) Sub-Total Site Costs			\$
B. Construction Contract (E) Cost of Materials			
General Requirements	\$ 5,000.00		
Concrete/Masonry	\$ 7,500.00		
Woods/Doors & Windows/Finishes	5 3,000.00		
Thermal & Moisture Protection	\$ 27000.00		
Equipment/Specialty Items	\$		
Mechanical/Electrical	\$ 35,520.00		
Other (Specify) room modification	\$ 24 400 00		
Sub-Total Cost of Materials.		\$ 75,420.00	
(9) Cost of Labor		\$ 65,000,00	
(9) Cost of Labor	ıg	\$ 39,500.00	
(11) Sub-Total Construction Contract			s 179,920.00
C. Miscellaneous Project Costs			
(12) Building Purchase		\$	
(13) Fixed Equipment Purchase/Lease		\$ 1,399,718.00	
(14) Movable Equipment Purchase/Lease		\$	
(15) Furniture		\$	
(16) Landscaping		- Company Control	
(17) Consultant Fees			
Architect and Engineering Fees	\$		
Legal Fees	<b>5</b>		
Market Analysis			
Other (Specify)	<u> </u>		
Other (Specify)			
Sub-Total Consultant Fees		S	
(18) Financing Costs (e.g. Bond, Loan, etc.).		\$	
(19) Interest During Construction.		\$	
(20) Other (Specify)		\$	
(21) Sub-Total Miscellaneous			\$ 1.399.718.00
(22) Total Capital Cost of Project (Sum A-C about	5		\$1,579,638.00
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(signature of Licensed Architect or Engineer)  1 assure that, to the best of my knowledge, the above capital		/	(a)
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to carry out the proposed project as described.	costs for the proposed proje	et are complete and confect a	nd that it is my intent
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Signature of	Office Authorized to Repr	esent Provider/Commanu	PALEIGH.N.
(Title of Officer)	The state of the s	- contract company)	"CEIGH.