

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

October 13, 2020

Sandy Godwin

stgodwin@capefearvalley.com

Exempt from Review - Replacement Equipment

Record #: 3375

Facility Name: Cape Fear Valley Medical Center

FID #: 110422

Business Name: Cape Fear Valley Health System

Business #: 335

Project Description: Acquire replacement MRI scanner at the hospital

County: Cumberland

Dear Ms. Godwin:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of October 7, 2020, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the GE 1.5T MR450W MRI scanner to replace the GE 1.5T HDXT Signa MRI scanner. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

Moreover, you need to contact the Agency's Construction and 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 separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Tanya M. Saporito Project Analyst

Janya MSapout

Martha J. Fresone

Martha J. Frisone

Chief

cc: Construction Section, DHSR

Acute and Home Care Licensure and Certification Section, DHSR

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

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603

MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704

https://info.ncdhhs.gov/dhsr/ • TEL: 919-855-3873



BEHAVIORAL HEALTH CARE

BLADEN COUNTY HOSPITAL

CAPE FEAR VALLEY
MEDICAL CENTER

CAPE FEAR VALLEY
REHABILITATION CENTER

HEALTH PAVILION NORTH

HIGHSMITH-RAINEY SPECIALTY HOSPITAL

HOKE HOSPITAL

BLOOD DONOR CENTER

BREAST CARE CENTER

CANCER CENTER

CAPE FEAR VALLEY MEDICAL GROUP

CARELINK

Cape fear valley Homecare & Hospice, LLC

CUMBERLAND COUNTY EMS

FAMILY BIRTH CENTER

HEART & VASCULAR CENTER

HEALTHPLEX

CRITICAL CARE TRANSPORT

SLEEP CENTER

October 7, 2020

Ms. Martha Frisone

Chief, Healthcare Planning & Certificate of Need Section

Division of Health Service Regulation

N.C. Department of Health and Human Services

809 Ruggles Drive

Raleigh, NC 27626-0530

RE: Request for No Review Determination for Replacement of MRI Equipment /

Cumberland County

Dear Ms. Frisone:

The purpose of this letter is to inform the North Carolina Department of Health and Human Services, Division of Health Service Regulation, Healthcare Planning and Certificate of Need Section (the "Agency") that Cape Fear Valley Medical Center (CFVMC) plans to replace a magnetic resonance imaging (MRI) scanner located in the hospital facility. CFVMC requests a determination that the respective replacement is exempt from review because it falls within the definition of NCGS § 131E-184(a)(7) and the regulations set out in 10A NCAC 14C .0303.

The existing MRI scanner is a GE 1.5T HDXT and has been in service at CFVMC for over 14 years. The equipment has exceeded its useful life. CFVMC intends to replace the existing MRI scanner in the same location with a GE 1.5T MR450W.

Pursuant to NCGS § 131 E-184(a): "The department shall exempt from certificate of need review a new institutional health service if it receives prior written notice from the entity proposing the new institutional health service, when notice includes an explanation of why the new institutional health service is required, for any of the following: ... (7) To provide replacement equipment."

NCGS § 131E-176(22a) defines "replacement equipment" as equipment that costs less than \$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.

10A NCAC 14C.0303 defines "comparable medical equipment" as equipment that "is functionally similar and which is used for the same diagnostic or treatment purposes." Replacement equipment is comparable if:



REHAVIORAL HEALTH CARE

BLADEN COUNTY HOSPITAL

CAPE FEAR VALLEY
MEDICAL CENTER

CAPE FEAR VALLEY REHABILITATION CENTER

HEALTH PAVILION NORTH

HIGHSMITH-RAINEY SPECIALTY HOSPITAL

HOKE HOSPITAL

BLOOD DONOR CENTER

BREAST CARE CENTER

CANCER CENTER

CAPE FEAR VALLEY MEDICAL GROUP

CARELINK

CAPE FEAR VALLEY HOMECARE & HOSPICE, LLC

CUMBERLAND COUNTY EMS

FAMILY BIRTH CENTER

HEART & VASCULAR CENTER

HEALTHPLEX

CRITICAL CARE TRANSPORT

SLEEP CENTER

- (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% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

The replacement of the MRI scanner at CFVMC falls within the parameters of this exemption. Specifically:

- 1. The equipment being replaced is currently in use at CFVMC.
- 2. The total estimated cost to acquire and install the replacement MRI scanner is less than \$2,000,000. Please see the following table.

Capital Cost Table

Item	Cost
MRI scanner	1,183,189
Construction/Renovation	733,222
Total	1,916,411

- 3. The replacement equipment will be purchased for the sole purpose of replacing comparable equipment currently in use, which will be traded in for disposal and removed from North Carolina.
- 4. The replacement equipment is functionally similar to existing equipment and will be used for the same diagnostic and/or treatment procedures as the equipment currently in use.
- 5. CFVMC will not acquire any other major medical equipment or develop any other new institutional health services described in N.C. Gen. Stat. §131E-176 (16) as part of this project.
- 6. The project will not increase patient charges or per procedure operating expenses more than 10% within 12 months of the replacement equipment being acquired.



BEHAVIORAL HEALTH CARE

BLADEN COUNTY HOSPITAL

CAPE FEAR VALLEY
MEDICAL CENTER

CAPE FEAR VALLEY REHABILITATION CENTER

HEALTH PAVILION NORTH

HIGHSMITH-RAINEY SPECIALTY HOSPITAL

HOKE HOSPITAL

BLOOD DONOR CENTER

BREAST CARE CENTER

CANCER CENTER

CAPE FEAR VALLEY MEDICAL GROUP

CARELINK

CAPE FEAR VALLEY HOMECARE & HOSPICE, LLC

CUMBERLAND COUNTY EMS

FAMILY BIRTH CENTER

HEART & VASCULAR CENTER

HEALTHPLEX

LIFELINK CRITICAL CARE TRANSPORT

SLEEP CENTER

Please see Attachment 1, which contains a letter from Christopher Tart, PharmD, Vice President, Professional Services at CFVMC. Attachment 2 includes a budgetary equipment quotation from GE, the MRI vendor. Attachment 3 includes letter from GE, the MRI vendor, stating that they will be responsible for removal of current MRI. Attachment 4 is the construction quote from our General Contractor for MRI renovation.

CFVMC requests that the Division of Health Service Regulation make a determination that the replacement of the MRI scanner, as proposed herein, does not constitute new institutional health services and is thus exempt from certificate of need review.

Please contact me at 910.615.6852 or stgodwin@capefearvalley.com regarding any questions concerning this request.

Sincerely,

Sandy T. Godwin

Corporate Director of Financial and Strategic Planning Administrative Director of Coordination of Care

Cape Fear Valley Health System

Dandy J. Mulwin



BEHAVIORAL HEALTH CARE

BLADEN COUNTY HOSPITAL

CAPE FEAR VALLEY MEDICAL CENTER

CAPE FEAR VALLEY
REHABILITATION CENTER

REMABILIATION CENTER

HEALTH PAVILION NORTH

HIGHSMITH-RAINEY SPECIALTY HOSPITAL

HOKE HOSPITAL

BLOOD DONOR CENTER

BREAST CARE CENTER

CANCER CENTER

CAPE FEAR VALLEY MEDICAL GROUP

CARELINK

CAPE FEAR VALLEY HOMECARE & HOSPICE, LLC

CUMBERLAND COUNTY EMS

FAMILY BIRTH CENTER

HEART & VASCULAR CENTER

HEALTHPLEX

CRITICAL CARE TRANSPORT

SLEEP CENTER

October 7, 2020

Ms. Martha Frisone, Assistant Chief Health Planning and Certificate of Need Section North Carolina Division of Facilities Services 809 Ruggles Dr.

Raleigh, NC 27603

Re: Replace an existing MRI located in Cape Fear Valley Medical Center Radiology Department

Dear Ms. Frisone:

I am the Vice President for Professional Services at Cape Fear Valley Health System (CFVHS). In this role, one of the areas that I am responsible for is the oversight and administration of radiology services at Cape Fear Valley Medical Center (CFVMC).

This letter is to provide documentation that the MRI CFVHS is proposing to replace is currently in use in the CFVMC Radiology Department at 1638 Owen Drive, Fayetteville, NC. We currently provide both inpatient and outpatient clinical patient services at the current location. In addition, the proposed replacement equipment will be in the same location as the current equipment.

The equipment to be purchased is a GE 1.5T MR450W and will be used to diagnose patients consistent with what is done today on our older MRI which is a GE 1.5T HDXT Signa. While the MRI will have updated technology and will be faster with better image quality, the equipment is comparable to the equipment being replaced. The older equipment that is being replaced has been not available for patient use several times over the past 2 years due to failures. This includes replacing the Body Coil, the diagnostic portion of the gantry, which took multiple days. It has been in service for over 14 years.

As of today, CFVHS has over 120 outpatient MRI's pending to be scheduled and this MRI is critical for CFVHS mission to serve our patient population and our community.

We look forward to receiving notification from the Certificate of Need Section that the replacement equipment is consistent with the statutory language and is indeed exempt from CON review.

Please do not hesitate to contact me with any questions.

Sincerely,

Christopher Tart, PharmD

Vice President, Professional Services Cape Fear Valley Health System



Quote Number: 2007139149.5

Customer ID: 1-23I51M

Agreement Expiration Date: 12/21/2020

Cape Fear Valley Medical Center 1638 Owen Dr Fayetteville, NC 28304-3424

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

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

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

> Governing Agreement: Premier

Terms of Delivery **FOB Destination**

Billing Terms 80% delivery / 20% Installation

Payment Terms Due On Receipt-30 Days

Total Quote Net Selling Price \$1,183,188.93

Sales and Use Tax Exemption No Certificate on File

IMPORTANT CUSTOMER ACTION	<mark>dS:</mark>		
, ,	Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.		
Cash			
GE HFS Loan	GE HFS Lease		
Other Financing Loan	Other Financing Lease	Provide Finance Company Name	

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

	_
Cape Fear Valley Medical Center	GE Precision Healthcare LLC, a GE Healthcare business
Signature:	Signature: Pete Swyt
Print Name:	Title: Imaging Account Manager
Title:	Date: October 5, 2020
Date:	
Purchase Order Number, if applicable	



Quote Number: 2007139149.5

Customer ID: 1-23I51M

Agreement Expiration Date: 12/21/2020

To Accept This Quotation

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

Name: Pete Swyt

Email peter.swyt@ge.com

Phone: 843-810-0935

Fax:

Name: Jim Benecki

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

Payment Instructions

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

GE Precision Healthcare LLC P.O. Box 96483 Chicago, IL 60693

FEIN: 83-0849145

Cape Fear Valley Medical Center

Addresses:

Bill To: CAPE FEAR VALLEY MEDICAL CENTER CAPE FEAR VALLEY MEDICAL CENTER, ACCOUNTS PAYABLE 1638 OWEN

DR FAYETTEVILLE, NC, 28304-3424

Ship To: CAPE FEAR VALLEY MEDICAL CENTER CENTER 1638 OWEN DR FAYETTEVILLE, NC, 28304-3424

To Accept This Quotation

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

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

(i)Per the terms of Quotation # ______, (ii) Per the terms of GPO #______; (iii) Per the terms of MPA# _____; or (iv) Per the terms of SAA #

Include applicable quote/agreement number with the reference on the purchase order. In addition, Source of Funds (choice of Cash/Third Party Load or GE HFS Lease Loan or Third Party Lease through _______), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

Quote Number: 2007139149.5

Customer ID: 1-23I51M

Agreement Expiration Date: 12/21/2020

Catalog Item Details

Line	Qty.	Catalog	
1	1.00	S7526EW	Optima™ MR450w GEM 1.5T 32-Channel MR System for Orthopedic Imaging

Optima™ MR450w GEM 1.5T 32-Channel MR System for Orthopedic Imaging from GE Healthcare, fueled by our new SIGNA™Works productivity platform, is designed to deliver uncompromised clinical performance, accelerated productivity and unmatched patient comfort. The MR450w GEM configuration for Orthopedic imaging includes the system electronics, operating software, imaging software, post-processing software and RF coil suite:

- RF-Receive Technology
- RF Coil Suite
- eXtreme Gradient Technology
- ART Quiet Technology
- Computing Platform and DICOM
- eXpress Detachable Table
- SIGNA™Flow and READYView Workflow
- SIGNA™Works Applications Toolkit for Orthopedic imaging

OpTix RF: Optima[™] MR450w GEM features the 32-channel OpTix Optical-Digital RF architecture. 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.

- 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

RF Coil Suite: The MR450w GEM 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 suite includes:

- (1) Integrated T/R Body Coil
- (1) T/R Head Coil
- (1) Posterior Array
- (1) Head-Neck Unit
- (1) Anterior Array

The 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. The PA coil is designed to be used in conjunction with the HNU, Large AA coils combined (2nd is sold separately), Small AA (sold separately), and the GEM PV Array (sold separately). The PA coil is embedded in the Express detachable table and is invisible to additional surface coils when they are placed directly on top of the surface.

• 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 Head and Neck Unit comprises the head base-plate and three anatomically optimized anterior arrays: the anterior Neuro-vascular array, the anterior cervical spine array, the anterior open-face array. The HNU may be positioned at either end of the Express table to support head-first or feet-first imaging and may remain in place for all body, vascular, spine, and most MSK exams. The 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.



Quote Number: 2007139149.5

Customer ID: 1-23I51M

Agreement Expiration Date: 12/21/2020

• Elements: up to 28 combined with PA and AA

Length: 49.5 cm; Width: 38.8 cm
Height with NV Array: 35.4 cm
Height with Cervical Array: 32.6 cm
Height with Open Array: 25.9 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

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.

Elements: up to 36 combined with PA
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

eXtreme Gradient Technology (XRM): Optima™ MR450w GEM 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. 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: 44 mT/m

• Up to 200 T/m/s instantaneous peak slew rate per axis

• Peak current and voltage: 830 Amps, 1650 Volts

• Digital PI feedback loop control

Maximum FOV: 50cmDuty Cycle: 100%

Quiet Technology (ART): Optima™ MR450w GEM features Acoustic Reduction Technology (ART) designed to deliver an enhanced patient experience by significantly addressing both vibrational noise and airborne sound through 5 levels of technology.

- Gradient and 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

Computing Platform: Optima™ MR450w GEM utilizes a parallel, multi-processor design to enable simultaneous scanning, reconstruction, filming, post-processing, archiving, and networking.

Host PC Platform - Intel Xeon E501620 3.7Ghz (4 core)

• Memory: 32 GB

Hard Disk Storage: 1024 GB SSDMedia Drives: CD/DVD

• Operating System: Scientific Linux

Reconstruction Engine – Intel Xeon E5-2680 v3 (2 x12 core)

• Memory: 96 GB

• Hard Disk Storage: 2 x 400 GB SSD

• 2D FFT/second (256 x 256 Full FOV): 62,000 2DFFT/second

• Operating System: Scientific Linux



Quote Number: 2007139149.5

Customer ID: 1-23I51M

Agreement Expiration Date: 12/21/2020

The Host PC includes a keyboard assembly with an integrated 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.

DICOM: The Optima™ MR450w GEM 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.

SIGNA™Works clinical applications and SIGNA™Flow 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 Optima™ MR450w GEM.

SIGNA™Flow 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, SIGNA™Flow 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 and Management Tools
- Workflow Manager and Auto Functions
- Inline Processing, Networking and 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
- 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 and non-ferrous IV pole
- IntelliTouch and laser land-marking
- Laser alignment land-marking

SIGNATMFlow Modality Worklist delivers an automated method to obtain patient, exam and protocol information from a DICOM worklist 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.

SIGNA[™]Flow 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.



Quote Number: 2007139149.5

Customer ID: 1-23I51M

Agreement Expiration Date: 12/21/2020

SIGNA™Flow 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 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.

SIGNA™Flow 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 loadSpectroscopy: automatic load

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

SIGNA™Works applications tools are designed to complement SIGNA™Flow 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. The Optima™ MR450w GEM configuration for Orthopedic imaging provides the enhanced OrthoWorks XT toolkit and MAVRIC SL.

OrthoWorks, OrthoWorks XT and MAVRIC SL together deliver applications and imaging options optimized for the challenges of MSK and Spine imaging. Please refer to the product data sheet for Optima™ MR450w GEM 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)



Quote Number: 2007139149.5

Customer ID: **1-23I51M**

Agreement Expiration Date: 12/21/2020

- 3D Cube FSE-based imaging
- 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
- DTI diffusion tensor imaging
- FiberTrak processing for diffusion tensor imaging
- CartiGram T2 cartilage assessment
- MAVRIC SL MR-Conditional implant imaging
- READYView post-processing

While optimized for Orthopedic imaging the Optima™ MR450w GEM system is also fully configured for whole body MR imaging:

- NeuroWorks delivers applications and imaging options optimized for the challenges of Neuro imaging. Please refer to the product data sheet for Optima™ MR450w GEM for complete details.
- BodyWorks delivers applications and imaging options optimized for the challenges of Body imaging. Please refer to the product data sheet for Optima™ MR450w GEM for complete details.
- OncoWorks delivers applications and imaging options optimized for the challenges of Oncology imaging. Please refer to the product data sheet for Optima™ MR450w GEM for complete details.
- CVWorks delivers applications and imaging options optimized for the challenges of Vascular and Cardiac imaging. Please refer to the product data sheet for Optima™ MR450w GEM for complete details.
- PaedWorks delivers applications and imaging options optimized for the challenges of Vascular and Cardiac imaging. Please refer to the product data sheet for Optima™ MR450w GEM for complete details.

Line	Qty.	Catalog	
2	1.00	M7000ZR	1.5T 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 1.5T 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 1.5T 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.
- 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



Quote Number: 2007139149.5

Customer ID: **1-23I51M**

Agreement Expiration Date: 12/21/2020

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.

Line	Qty.	Catalog	
3	1.00	M7000VA	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.

Line	Qty.	Catalog	
4	1.00	S7505EK	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.

Line	Qty.	Catalog	
5	1.00	M7004ZP	1.5T Dock and 32-Channel Switch Collector

The 1.5T Dock and 32-Channel Switch Collector collector provides the interface between the magnet and Express Patient Table with IntelliTouch. Also included is the RF signal switching hardware that routes the input signals to the respective OpTix receivers.

Line	Qty.	Catalog	
6	1.00	M7000WL	Main Disconnect Panel

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

Line	Qty.	Catalog	
7	1.00	M7006WP	1.5T Cable Collector - A



Quote Number: 2007139149.5

Customer ID: 1-23I51M

Agreement Expiration Date: 12/21/2020

1.5T Cable Collector - A

Line	Qty.	Catalog	
8	1.00	M7000YS	Gradient Cable Collector - A

Gradient Cable Collector - A

Line	Qty.	Catalog	
9	1.00	M7002CB	1.5T Calibration Phantom Kit

The 1.5T Calibration Phantom Kit contains a large volume shim phantom, a daily quality assurance phantom, an echo-planar calibration phantom, and the associated loader shells.

Line	Qty.	Catalog	
10	1.00	M3335JZ	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.

Line	Qty.	Catalog	
11	1.00	M1000MW	Operator Console Table

The Operator Console Table is designed specifically for the color LCD monitor and keyboard.

Line	Qty.	Catalog	
12	1.00	M3335CA	Calibration Kit Phantom Holder Cart

Calibration Kit Phantom Holder Cart

Line	Qty.	Catalog	
13	1.00	R32052AC	Standard Service License

The Standard Service License provides access to service tools used to perform basic level service on the Equipment and is included at no charge for the warranty period.

Line	Qty.	Catalog	
14	1.00	S7528SA	IDEAL and Flex



Quote Number: 2007139149.5

Customer ID: 1-23I51M

Agreement Expiration Date: 12/21/2020

Generate consistent tissue contrast and reduce the number of series in an exam with IDEAL. The IDEAL acquisition and reconstruction methods can generate a water-only, fat-only, in-phase and out-of-phase data sets for clear tissue differentiation in a single series. In addition, susceptibility artifacts, common to MR imaging such as incomplete or inaccurate fat saturation, and chemical shift can be eliminated as well. The IDEAL application acquires multiple echoes and uses unique reconstruction routines to generate the four image contrasts and correct for errors due to tissue susceptibility. IDEAL is ideally suited for imaging anatomical regions such as the brachial plexus, neck, spine, chest, foot, ankle, and axilla where inhomogeneous magnetic fields may yield failures with traditional fat saturation techniques. IDEAL is compatible with Fast Spin Echo, 3D Gradient Echo and parallel imaging.

For fast T1w multi-phase imaging of the abdomen and pelvis, LAVA Flex acquisition uses 2D ARC parallel imaging to reduce artifacts from breath hold misregistration and incorrect FOV placement while providing up to four types of T1w-based tissue contrasts: water-only, fat-only, in-phase and out-of-phase. LAVA Flex requires LAVA which is included in the Express Exam ScanTools and is standard with the MR750, MR450, and MR450w system.

For fast T1w multi-phase imaging of the breast, VIBRANT Flex acquisition uses 2D ARC parallel imaging to enable higher acceleration factors over ASSET parallel imaging, and reduce artifacts from breath hold misregistration and eliminates artifacts due to incorrect FOV placement, while providing up to four types of T1w-based tissue contrasts: water-only, fat-only, in-phase and out-of-phase. VIBRANT Flex requires VIBRANT, which must be purchased separately.

The IDEAL method is compatible with ASSET and ARC parallel imaging and is optimized based on the anatomy of interest.

Line	Qty.	Catalog	
15	1.00	S7528SB	FSE and Cube Flex

FSE and Cube Flex delivers enhanced fat nulled imaging with an efficient two echo flex approach to separate water and fat signals. Outputting 4 images/slice: Fat, Water, In and Opposed phase.

Line	Qty.	Catalog		
16	1.00	S7528SC	MAVRIC SL	

MAVRIC SL is an advanced magnetic resonance imaging technique for imaging soft tissue and bone near MR conditional metallic instrumentation and implants. MAVRIC SL is designed to greatly reduce susceptibility-related artifacts and distortions, compared to conventional fast spin echo techniques, and is suitable for use on all patients cleared for MR exams.

Line	Qty.	Catalog	
17	1.00	M7006CE	1.5T 16-Channel T/R Hand-Wrist Coil

The 1.5T 16-Ch T/R Hand Wrist Coil is a transmit and receive MRI RF coil intended for obtaining diagnostic images of patient hand and wrist anatomies. The coil consists of two saddle coils driven in quadrature capable of both transmitting and receiving, along with an array of sixteen surface receive elements. The transmit coil consists of two orthogonal saddles, which is a volume transmit coil for transmitting RF magnetic field into human tissue during transmit phase, and can function as a receive coil for receiving MRI signal from human tissue during receive phase. The device includes two rigid, plastic bases which the coil can be attached to and removed as desired. One positions the coil for horizontal wrist imaging, and one positions the coil for vertical wrist imaging. In the horizontal position, position of the coil can be adjusted along the base to accommodate imaging of either the left or right hand. Foam pads are also provided as accessories to aid in patient immobilization, anatomy positioning, and to enhance patient comfort.

Compatible only with MR systems that have 32-channels or more. Not compatible with 16-channel systems. Requires software 26.0 R02 or higher for DV products and 26.2 or higher for Voyager.



Quote Number: 2007139149.5

Customer ID: 1-23I51M

Agreement Expiration Date: 12/21/2020

Line	Qty.	Catalog	
18	1.00	M7006CA	1.5T 16-Channel Shoulder Array by Invivo

The 1.5T 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 large field of view imaging.

Line	Qty.	Catalog	
19	1.00	M7001NL	1.5T 16-Channel T/R Knee Array

The 1.5T 16-channel Knee Array is a transmit/receive coil that produces high resolution images of the knee and is optimized for parallel imaging in all three directions to reduce acquisition times.

Line	Qty.	Catalog	
20	1.00	M7001NM	1.5T 8-Channel TDI Foot/Ankle Array

The 1.5T Foot/Ankle Array produces high-resolution images of the foot and ankle by incorporating an 8-channel phased array design in a unique "ski" boot design. The unique coil design has excellent distal coverage and supports multiple foot positions for optimizing studies. Parallel imaging is supported to reduce acquisition times.

Line	Qty.	Catalog	
21	1.00	E8912CB	Dimplex MR Heat Exchanger for MR450w - Standard Ambient Temp near Coast

GE Optima MR450w Heat Exchangers - 49kW (20Tons)

Cooling for your GE Healthcare MR system has never been so easy. GE Healthcare has partnered with the Glen Dimplex Group, a world leader in cooling systems, to offer heat exchangers designed to meet the needs of your 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

- Designed to provide stable fully dedicated cooling for your MR system's needs
- Water/glycol outdoor-air-cooled heat exchangers to support your highest exam volumes and your full range of diagnostic procedures
- Redundant fluid pumps with automatic switchover let you keep operating with no loss of cooling even if one pump goes down
- 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
- Quiet operation between patient exams and overnight ideal for facilities in residential areas
- Comes with installation support, Installation visits, preventative maintenance visit and 1 full year of parts and labor warranty
- 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



Quote Number: 2007139149.5

Customer ID: **1-23I51M**

Agreement Expiration Date: 12/21/2020

- Comprehensive and quality service rapidly delivered through our CARES service solution
- 65 gallons of 100% glycol concentrate for complete system filling and diluting
- Wall mounted remote display panel provides the ability to monitor the system's operation and indicates possible system errors
- Filter kit with flow meter helps to ensure purity of water prior to entry to the MR system
- Rust inhibiting configuration specifically designed to deal with corrosive environments typical within 10 miles of coastline
- Highly recommended that Vibration Isolation Spring Kit (E8911CJ) be added for systems that will be roof top mounted

SPECIFICATIONS

Net Cooling Capacity: 49 kW / 20 Ton
Maximum Coolant Flow: 35 gpm (132 l/m)
Coolant Outlet Temperature: 48 F (8.9 C)
Coolant Temp Stability: E 1.8 F (E1.0 C)
Max Coolant Pressure: 70 Psi (4.8 Bar)

• Refrigerant: R407C

Ambient Temp Range: -20 to 120 F (-30 to 50 C)
Condenser Air Flow (Approx): 18,000 Cfm

Tank Capacity: 100 gal (378 l)
Flow Meter Range: 4-40 gpm
Filters: 50 micron cartridge filters
Supply Voltage: 460v / 3 phase / 60 Hz

• Coolant Connections: 2" NPTF

Overall Size (L x W x H) 44" x 136" x 84.5"

COMPATIBILITY:

• GE MR450w MR System NOTE: Item is NON-RETURNABLE and NON-REFUNDABLE

Line	Qty.	Catalog	
22	1.00	E8911CG	Manual Cryogen Compressor Water Bypass

GE MR Heat Exchanger Manual Cryogen Compressor Water Bypass Option

Add a level of magnet protection with a Manual Cryogen Compressor Bypass. In case of a power failure, you can cycle municipal or facility water through the cryogen compressor 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 NOTE: Item is NON-RETURNABLE and NON-REFUNDABLE

Line	Qty.	Catalog	
23	1.00	E4502FD	GE UPS SG Series, non-seismic, 150 kVA, 480V, 60 HZ with
			5 min. battery runtime at full load



Quote Number: 2007139149.5

Customer ID: **1-23I51M**

Agreement Expiration Date: 12/21/2020

Using an uninterruptible power supply (UPS) can help improve user productivity and system reliability, as well as reduce service costs and increase system uptime.

Applications

The GE SG Series 150 kVA full system UPS is designed to provide critical power protection for medical imaging suites.

SG Series UPS Benefits

Maintained Productivity & Image Quality

• The system produces extremely low output voltage distortion during step loads from 0-100% thus making it well suited for medical imaging equipment

Initial Cost & Life Cycle Cost Savings

• Its excellent performance enables GE to correctly size the UPS for its application resulting in savings in initial and life cycle cost compared to other systems

Greater Reliability

- Features an internal harmonic input filter, which reduces reflected input harmonics, resulting in greater reliability when used with a generator
- Operates in a double conversion mode with true continuous online VFI (voltage and frequency independent) operation yielding the maximum levels of power reliability for a wider range of mission-critical applications

Built for Investment Protection

- The standard inverter output isolation transformer isolates utility power from the load providing additional critical power protection
- Battery system with integral battery breaker and 5 min runtime at full load
- UPS operation simplified by automatic start-up procedure and a user-friendly interface
- Designed for serviceability with front service access helping to reduce maintenance and service costs
- Casters and leveling feet ease the installation procedure
- Integrated internal manual maintenance bypass

iUPSGuard Remote Monitoring and Diagnostic Solution*

- Access of UPS status anytime, anywhere through the web
- Real-time alarms and critical events provided regularly by e-mail and SMS to service engineers

Customer and Service Advantages

- Early notification for improved service response time and first-time fix
- Reduced service travels: can prevent UPS failures, cost effective especially for far UPS sites
- Visibility to the customer: automatic and customized service reporting
- Sustainable information: events stored in remote server for UPS lifetime
- Installed base intelligence: scheduled preventive maintenance

*SG UPS includes a 6-month iUPSGuard trial license that is extendable through ABB service organization.

Installation

Customer is responsible for rigging and arranging for installation with a certified electrician

Commissioning/Start-up

SG UPS include commissioning and customer's training by ABB

Warranty

UPS and batteries include two years of limited warranty by the supplier

Notes:

Item is non-returnable and non-refundable

Removal/disposal of the old unit is the customer's responsibility



Quote Number: 2007139149.5

Customer ID: 1-23I51M

Agreement Expiration Date: 12/21/2020

Components

SG 150kVA UPS cabinet

Battery cabinet with 5 minutes of batteries at full load

SNMP card and 6-month iUPSGuard trial license

If external wrap around bypass is required, we recommend the 150 kVA Bypass Panel (E4504CH).

Specifications

General data

Nominal output power @ PF= 0.8 lag: 150kVA Overall efficiency @ 50% load, 0.8pf: 93.3%

Heat rejection @ 50%/operating temp: 14,714 BTU / 72°F

Audible noise: 65db

Max. leakage current: 1.9mA

Standards: UL 1778, ISO9001, IEEE 587B

UPS weight and dimensions: 2161 lbs (980 Kg), 47.25" (120cm) W x 71" (180cm) H x 31.5" (80cm) D

Battery cabinet weight and dimensions: 3528 lbs (1600 kg), 27" (69 cm) W x 71" (180cm) H x 31.5" (80 cm) D

Input (Rectifier)

Configuration: Six Pulse thyristor bridge Nominal voltage: 480VAC, 3ph+Neutral+gnd Accepted voltage: -20% to +15% (384 - 552VAC)

Nominal frequency: 60Hz

Accepted Frequency: +/-10% (54-66Hz)

Power factor: >0.9 lag Max. current: 220.3 amps Nominal current: 194.5 amps

Output (Inverter)

Configuration: IGBT Using PWM and SVM Nominal voltage: 480VAC, 3ph+Neutral+gnd

Voltage regulation: steady-state: +/-1%, dynamic: +/- 3% @0-100% step load Voltage distortion (THDU): 2% Max LINEAR, 3% Max NON-LINEAR (IEC 62040)

Frequency regulation: 60Hz: +/-1% in absence of mains, +/- 4% adjustable with mains available

Power: 135kW @PF=0.8 Max. current: 180.5 amps

Battery

Type: valve regulated, lead acid

Runtime @100% load: 5 minutes runtime

Float voltage: 540VDC

Max. discharge: 325 amps NOTES:

• Customer is responsible for rigging and arranging for installation with a qualified party

- ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
- Removal/disposal of the old unit is the customer's responsibility.

Line	Qty.	Catalog	
24	1.00	E4504CH	150 KVA UPS Bypass Panel (Use With E4502FD)

150 KVA UPS Bypass Panel (Use With E4502FD/ E4505MB)

FEATURES/BENEFITS

• The 150 kVA UPS Bypass Panel feeds power to the GE Digital Energy 150 kVA UPS in the normal mode and enables an imaging system to operate when the UPS is in the manual bypass mode for routine servicing of the UPS or in the event of UPS failure



Quote Number: 2007139149.5

Customer ID: 1-23I51M

Agreement Expiration Date: 12/21/2020

- The UPS input and output breakers provide branch overcurrent protection, a disconnection means and OSHA lockout/tagout provisions
- The bypass breaker includes a control contact which interfaces with the UPS to switch into static bypass
- Each circuit breaker is permanently identified by function for ease of operation
- Reduces installation time and cost by providing a pre-designed and tested system eliminating the need to mount and wire a number of individual components
- Standardized design and testing assures high product quality and system reliability

SPECIFICATIONS

- Dimensions (H x W x D): 65.87" x 31" x 11.5"
- Weight: 350 lbs.
- Mounting: Four 0.5" square mounting holes provided

COMPATIBILITY

- Use with GE Digital Energy 150 kVA UPS (E4502FD) NOTES:
- Customer is responsible for rigging and arranging for installation with a qualified party
- ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
- Removal/disposal of the old unit is the customer's responsibility.

BENEFITS

• The UPS Bypass Panel feeds power to the UPS in the normal mode and enables the system or systems to operate when the UPS is in the bypass mode for routine servicing or in the event of UPS failure

Line	Qty.	Catalog	
25	1.00	R0081MR	Discovery MR750/MR450 and Optima MR450w Full Service Class and Lab

This 9-day training program will be available to all MR Service Engineers with sites upgrading to Discovery MR750, Discovery MR450 and Optima MR450w, as well as those receiving Discovery MR750, Discovery MR450 and Optima MR450w as part of forward production. The Discovery MR750, Discovery MR450 and Optima MR450w System class/lab provides the instructional and hands-on opportunities for the student to acquire the fundamental competencies to effectively and safely service the Discovery MR750, Discovery MR450 and Optima MR450w Systems.

Line	Qty.	Catalog	
26	9.00	R0100CM	Meals And Lodging Expense

Meals and Lodging Expense has been developed to allow the customer the convenience of prepaying for their meals and lodging expenses when attending Technical Service Training at the GE Healthcare Institute located in Waukesha, WI.

The price of this convenience is based on a per day basis. Thus a quantity of 1 is equal to 1 day's meals and lodging expense. When purchasing the meals and lodging expense please be mindful of weekend days during the training stay and include 2 days to cover a weekend in the purchase quantity.

Examples: A 5-day course needs a quantity of 5. Any course longer than 5 days should include 2 days to account for the weekend stay. Any course longer than 10 days will require an additional 4 days of the meals and lodging expense to cover the 2 weekends of the stay. Thus a 15-day course would have a quantity of 19 days to cover the 2 weekends of the stay. This expense must be used within 2 years from the purchase date.

Three meals a day Monday thru Thursday, 2 meals on Friday, pluse breaks are provided in the onsite cafeteria. The GE Healthcare Institute cafeteria closes Friday after lunch and reopens Monday morning for breakfast. Weekend meals are the responsibility of the customer.

Only for In-resident courses to be taken at the GE Healthcare Institute.



Quote Number: 2007139149.5

Customer ID: 1-23I51M

Agreement Expiration Date: 12/21/2020

Line	Qty.	Catalog	
27	1.00	R0101CM	Airfare Expense

The AIRFARE EXPENSE has been developed to allow the customer the convenience to prepay their roundtrip Airfare expenses when attending Technical Service Training at the GE Healthcare Institute located in Waukesha, WI. To be used for engineers attending In-Resident Class/Lab courses for Diagnostic Imaging.

Customer will make their Airfare arrangements thru the GE Travel Center. Specific directions will be provided to the customer upon confirmation of class. Please note that this expense must be used within 2 years of the purchase date

Line	Qty.	Catalog	
28	1.00	R0102CM	Lodging Weekend Expense

Weekend Lodging Expense is to cover Saturday and Sunday lodging expenses for those engineers who are staying at the Rivers Edge Condos while attending Diagnostic Imaging Biomed training at the Healthcare Institute. Please note that there are no meals included on the weekend. Must be used within 2 years from the purchase date.

Line	Qty.	Catalog	
29	10.00	W0330MR	TIP DAY OF APPLICATIONS TRAINING

A single day of applications training delivered at customer's site for any GE Healthcare Diagnostic Imaging system. Training will be delivered at a mutually agreed upon time between the customer and GE Healthcare (excluding GE Healthcare holidays), and are subject to availability. Training must be completed within 12 months from purchase.

Total Quote Subtotal: \$1,183,188.93

Total Quote Net Selling Price: \$1,183,188.93



Quote Number: 2007139149.5

Customer ID: 1-23I51M

Agreement Expiration Date: 12/21/2020

Optional Items

Please initial the Catalogs you wish to purchase

Catalog Number	Qty.	Description	Net Price	Initia
E88221XE	1.00	Medrad MRXperion injector on pedestal mount with	\$53,476.80	
		penetration panel filter kit		
		The Medrad® MRXperion™ MR Injection System is a smart		
		performer in the MR suite, delivering contrast fluid and data		
		management.		
		management.		
		Streamlined Injection Workflow		
		 Less time preparing for the injection and more time to focus on 		
		the patient and optimize procedure management.		
		Convenience at Point of Care		
		On-board eGFR and Weight Based Dosing		
		Calculators, an Injection Pressure Graph,		
		 Independent Test Inject and KVO functions. 		
		Real-time Support		
		Connect to VirtualCare® Remote Support* for		
		advanced injector system diagnostics, seamless		
		language d Fff standard		
		Improved Efficiencies		
		 Snap-on/Twist-off Syringe Design Auto plunger advance and retract when attaching and 		
		detaching syringes		
		Automatic filling and priming		
		Injection/post-injection reminders		
		Injection pressure graph		
		Reproducible Quality		
		Proven track record of design and performance		
		On-site field service and VirtualCare® Remote Support* for		
		advanced injection system diagnostics and real-time support		
		Personalized Care		
		Patient-Centric workflow design		
		Protocol storage/retrieval		
		On-board eGFR and Weight Based Dosing Calculators		
		 Injection enabled when head is tilted down 		
		The MRXperion™ Injector package with penetration panel filter		
		kit includes:		
		 Dual injector head on pedestal with integral double hook IV 		
		pole		
		 Scan room unit power supply with 40 ft. (12 m) DC cable 		
		 Scan room fiber optic cable – 40 ft. (12 m) 		
		• Control room fiber optic cable - 150 ft. (45 m)		
		Fiber optic quick disconnect panel		
		Fiber optic penetration panel kit Gastal assessment (displayed and with based switch)		
		Control room unit (display and pod) with hand-switch Display and pod power supplies.		
		Display and pod power supplies CATE cable (display to pod) 1 ft (0.2m)		
		 CAT5 cable (display to pod) - 1 ft. (0.3m) CAT5 cable (pod to hospital network) - 25 ft. (7.6m) 		
		Power cords - North America and Japan (3 each), 10 ft. (3 m)		



Quote Number: 2007139149.5

Customer ID: 1-23I51M

Agreement Expiration Date: 12/21/2020

- Power cords International (3 each), 10 ft. (3 m)
- Operators manual (English)
- Multi-lingual Operators manual CD
- Quick guides (English) for injector and hanger
- Installation manual (English)
- Service manual and schematics manual CDs (English)
- Warranty packet
- Installation, customer's operational training at time of installation, and one year full on-site warranty in Bayer service countries
- LAN port for VirtualCare Remote Service
- Penetration panel filter kit: filter assembly, mounting/centering ring, mounting screws, conductive O-ring (pre-installed on the filter), power supply cable 10 ft. (3 m), installation instructions

The penetration panel filter kit is intended to be used for an alternate installation of the power supply of the MEDRAD® MRXperion™ Injection System outside of a MR scan room.

System Specifications

System Capabilities

- Syringe Capacities:
- Syringe A: 65ml
- Syringe B: 115ml
- Programmable volume range (ml):
- Syringe A: 0.5 ml to max syringe volume in 0.1 ml increments from 0.5 ml to 31 ml, 1ml increments above 31 ml
- Syringe B: 1 ml to max syringe volume in 1 ml increments
- Programmable flow rate range (ml/sec)
- \bullet 0.01 to 10 ml/s in 0.01 ml/s increments between 0.01 and 3.1 ml/s
- 0.1 ml/s increments between 3.1 and 10 ml/s
- KVO (Keep Vein Open): 6 factory presets of 0.25 ml every 15, 20, 30, 45, 60 or 75 sec
- Test Inject: configurable from 0.5 ml to 20 ml in 0.1 ml increments
- Pressure range (psi): 6 factory presets from 100 to 325 PSI (690 to 2240 kPa)
- Injection / Post Injection Reminders: up to 5 settings of 1 sec to 20 minutes in 1 sec increments
- Injection protocol storage: 60 protocols up to 6 phases each
- Injection Hold / Pause: up to 20 minutes in 1 sec increments
- eGFR Calculator
- For adults: MDRD, Cockroft-Gault, Modified Cockroft-Gault and CKD-EPI methods
- For children: Bedside Schwartz method
- Weight Based Dosing Calculator: user Configurable
- Remote Service Capability: with optional VirtualCare Remote Support

Dimensions and Weight

Control Room Unit

- 15.58" (39.58 cm) W
- 12.71" (32.28 cm) H
- 10.23" (25.98 cm) D
- 17.6 lbs (8.0 kg)
- Scan Room Unit
- 23.30" (59.0 cm) W



Quote Number: 2007139149.5

Customer ID: **1-23I51M**

Agreement Expiration Date: 12/21/2020

- 71.40" (181.0 cm) H
- 23.30" (59.0 cm) D
- 95.7 lbs (43.4 kg)
- Power Supply
- 7.60" (19.0 cm) W
- 3.40" (9.0 cm) H
- 15.40" (39.0 cm) D
- 5 lbs (2.3 kg)

Electrical

- Voltage Requirements
- 100-240 VAC
- 50/60 Hz
- 120VA 210VA



Quote Number: 2007139149.5

Customer ID: 1-23I51M

Agreement Expiration Date: 12/21/2020

GPO Agreement Reference Information

Customer:	Cape Fear Valley Medical Center
	•

Contract Number: Premier

Billing Terms: 100% billing at Ship Completion (Fulfillment) / Delivery

Payment Terms: NET 45 DAYS

Shipping Terms FOB DESTINATION

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

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

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

Imaging: Bone Densitometry:PP-IM-263, Cardiovascular Imaging:PP-IM-264, CT:PP-IM-265, General Radiography:PP-IM-266, Mammography:PP-IM-267, Molecular Imaging (Nuc/Pet):PP-IM-269, MRI:PP-IM-270, (Invasive Cardiology:PP-CA-320.

Ultrasound: PP-IM-271

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



GE Healthcare Terms & Conditions (Rev 01.30.20)

- 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" are Product support or professional services; "Subscription" is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated support Services; "Healthcare Digital Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.
- 2. **Term and Termination.** Software licenses, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of expiration or termination.
- 3. **Software License.** Other than as identified in a Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only in the United States consistent with the terms of this Agreement. Customer's independent contractors (except GE Healthcare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. If GE Healthcare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of this Agreement.

4. Commercial Logistics.

4.1. Order Cancellation and Modifications.

- 4.1.1. <u>Cancellation</u>. If Customer cancels an order prior to shipment without GE Healthcare's written consent, Customer will be responsible for all third-party expenses incurred by GE Healthcare prior to Customer's order cancellation and GE Healthcare may charge: (i) a fee of up to 10% of the Product price; and (ii) for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software or Subscriptions, Third Party Products and/or related professional or installation services; those orders are non-cancellable.
- 4.1.2. <u>Used Equipment</u>. Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications ("<u>Used Equipment</u>"). Sale of Used Equipment is subject to availability. If it is no longer available, GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and if substitute Used Equipment is not acceptable, GE Healthcare will cancel the order and refund any deposit Customer paid for the Used Equipment.
- 4.2. <u>Site Preparation</u>. Customer is responsible for network and site preparation, including costs, in compliance with GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.
- 4.3. <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 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 Products requiring installation, if GE Healthcare delivers the Product 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 Digital 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 project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare Digital Products.

4.6. <u>Acceptance</u>.

- 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.
- 4.6.4. <u>Subscription Acceptance</u>. Products provided pursuant to a Subscription are accepted 5 days after GE Healthcare provides Customer access to the Products.
- 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, Subscription and Healthcare Digital Products to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license, Subscription or use of the Healthcare Digital Product.

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>Lease</u>. If Customer leases a Product, Customer continues to be responsible for payment obligations under this Agreement.
- 6. **Trade-In Equipment**. Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.
- 7. **Subscriptions**. The following terms apply to all Subscriptions (excluding Healthcare Digital Products).
- 7.1. <u>Commencement</u>. Unless otherwise indicated in this Agreement or the Quotation, the Subscription commences on the date GE Healthcare provides Customer access to the Products.
- 7.2. <u>Renewal / Non-Renewal</u>. The Subscription term renews automatically for the same duration as the initial term of the Subscription unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, GE Healthcare may increase prices annually by no more than the Consumer Price Index for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. Subscriptions are not cancellable; however, either party may opt to not renew the Subscription after the initial Subscription term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal.
- 7.3. <u>Subscription Equipment</u>. Title to Equipment and Third-Party Equipment provided via Subscription ("<u>Subscription Equipment</u>") remains with GE Healthcare. Customer will not place, or permit the placement of, liens, security interests, or other encumbrances on Subscription Equipment. Customer shall not repair or service Subscription Equipment, or allow others to do so, without the prior written consent of GE Healthcare.
- 7.4. <u>Support Services</u>. Unless otherwise noted in the Quotation, GE Healthcare will provide support Services as described in the Subscription Products and ViewPoint Software Maintenance Terms and Conditions.
- 7.5. <u>Upgrades</u>. Included in the Subscription fees if Customer does not owe any undisputed payments, GE Healthcare will provide upgrades if and when they become available and to the extent they are provided to all GE Healthcare customers with a Subscription for the Products, at mutually agreed upon delivery and installation dates. Upgrades do not include: (i) any optional or separately licensable features; (ii) any Products not covered by the Subscription; or (iii) any virtual environment required to host an upgraded Product. GE Healthcare shall have no obligation to provide upgrades if Products are not maintained within the current major release version or the immediately prior major release version.
- 7.6. <u>Access Controls.</u> Customer must: (i) ensure users maintain individually-assigned confidential user credentials and control mechanisms to access the Subscription; and (ii) take reasonable steps to prevent unauthorized access to Products.

- 7.7. <u>Post-Termination.</u> Upon termination or expiration of the Subscription: (i) Customer must immediately discontinue use of the Products and return Subscription Equipment to GE Healthcare in proper operating condition; (ii) Customer must destroy its copies of Software and Documentation; (iii) Customer must remove its data from Subscription Equipment; (iv) GE Healthcare is not responsible for and may destroy Customer-provided information, images or data; and (v) GE Healthcare will remove Customer's access.
- 7.8. <u>Professional Services</u>. For Services not covered under this Agreement or required due to Customer not meeting its responsibilities under the Agreement, applicable additional professional Services and fees will be required: (i) identified in the Quotation; and (ii) subject to GE Healthcare's then-current pricing.

8. General Terms.

- 8.1. <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. <u>Governing Law</u>. The law of the state where the Product is installed, the Service is provided, or the Subscription is accessed will govern this Agreement.
- 8.3. Force Majeure. Performance time for non-monetary obligations will be reasonably extended for delays beyond a party's control.
- 8.4. <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 will survive the Agreement's expiration or termination.
- 8.6. <u>Intellectual Property</u>. GE Healthcare owns all rights to the intellectual property in GE Healthcare's Products, Services, Documentation, Specifications, and statements of work related to a Quotation or otherwise. Customer may provide GE Healthcare with feedback related to Products, Services, and related Documentation, and GE Healthcare may use it in an unrestricted manner.

9. Compliance.

- 9.1. <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 updates for Equipment and Software required by applicable laws and regulations at no additional charge.
- 9.2. <u>Security</u>. GE Healthcare is not responsible for: (i) securing Customer's network; (ii) preventing unauthorized access to Customer's network or the Product; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; (vi) third party operating systems, unless specifically provided in the Quotation; or (vii) providing or validating antivirus or related IT safeguards unless sold to Customer by GE Healthcare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCTS REGARDLESS OF A PARTY'S COMPLIANT SECURITY MEASURES.
- 9.3. <u>Environmental Health and Safety ("EHS")</u>. GE Healthcare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE Healthcare's EHS requirements; (ii) provide a safe environment for GE Healthcare personnel; (iii) tell GE Healthcare about chemicals or hazardous materials that might come in contact with Products or GE Healthcare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.
- 9.4. <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-validated parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.
- 9.5. <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 of: (a) the date of Product delivery for a Product purchase; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE Healthcare's fault, training expires without refund.
- 9.6. <u>Medical Diagnosis and Treatment</u>. 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: (i) Customer will provide GE Healthcare with, and maintain, a GE Healthcare-validated remote access connection to service the Product; or (ii) GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.
- 9.8. Use of Data.

- 9.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI"), GE Healthcare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE Healthcare, Customer must ensure that all PHI stored in it is deleted.
- 9.8.2. Data Rights. GE Healthcare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE Healthcare will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE Healthcare without Customer's consent.
- Customer Policies. GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare's ability to perform its obligations.
- 9.10. <u>Insurance</u>. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.
- 9.11. Excluded Provider. To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

10. Disputes and Arbitration.

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

Liability and Indemnity.

- 11.1. Limitation of Liability. GE HEALTHCARE'S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE, OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE, OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.
- 11.2. Exclusion of Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.
- 11.3. IP Indemnification. GE Healthcare will indemnify, defend and hold Customer harmless from third-party claims for infringement of United States intellectual property rights arising from Customer's use of the Equipment or Software in accordance with the Specifications, Documentation and license.

11.4. General Indemnification.

- 11.4.1. GE Healthcare will indemnify, defend and hold Customer harmless for losses which Customer becomes legally obligated to pay arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE Healthcare's: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.
- 11.4.2. Customer will indemnify, defend and hold GE Healthcare harmless for losses which GE Healthcare becomes legally obligated to pay arising from third party claims brought against GE Healthcare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer's: (i) medical diagnosis or treatment decisions; (ii) misuse or negligent use of the Product; (iii) modification of the Product; or (iv) material breach of this Agreement.
- 11.5. Indemnification Procedure. For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification; (ii) the indemnifying party will control the defense; (iii) the indemnified party may retain counsel at its own expense; and (iv) the indemnifying party is not responsible for any settlement without its written consent.

Payment and Finance.

- 12.1. <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.
- 12.2. Taxes. Prices do not include applicable taxes, which are Customer's responsibility.
- 12.3. Customer Payment Obligation. If installation or acceptance is delayed more than 90 days because of any reason for which Customer or its subcontractor is responsible, GE Healthcare will provide written notice and bill the remaining balance due on the order, and Customer must pay according to the payment terms listed on the Quotation.

GE Healthcare Terms & Conditions Page 24 of 29 **GE Healthcare Confidential and Proprietary**

- 13. **Notices.** Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE Healthcare to General Counsel, 9900 Innovation Dr., Wauwatosa, WI 53226.
- 14. **Imaging Equipment Uptime Commitment**. GE Healthcare will provide an uptime commitment during warranty for CT, MR, nuclear imaging, and x-ray Equipment, excluding peripherals ("<u>Eligible Equipment</u>") if Customer provides GE Healthcare with: (i) access to Eligible Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to Eligible Equipment. The "<u>Uptime Commitment</u>" for nuclear imaging and x-ray Eligible Equipment is 95%, except digital mammography, digital radiographic and vascular x-ray systems and all other Eligible Equipment is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

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

% Less than Uptime Commitment	Warranty Extension
0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
> 13.0	6 weeks

Uptime is calculated as follows:

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

- 15. **DoseWatch Device License.** Each connection of a Device (defined below) to the DoseWatch Software requires Customer to purchase a unique Device license referencing a Device ID that allows concurrent use of the DoseWatch Software with that Device at a specified Customer facility on Customer's secured network. All other terms, duration and warranties applicable to the Software license apply to the Device license. "Device" is specific Customer equipment approved by GE Healthcare to be connected to DoseWatch Software under this Agreement. Additional Device connections may be added to this Agreement, subject to individual Device licenses, and related installation, implementation, configuration and optimization services at GE Healthcare's then-current rates.
- 16. Subscription Products and ViewPoint Software Maintenance Terms and Conditions.
- 16.1. <u>Overview.</u> GE Healthcare will, in accordance with the terms and conditions of this section, maintain, support and update: (i) Products provided via Subscription (excluding Healthcare Digital Products); and (ii) ViewPoint Software licensed by Customer ("<u>ViewPoint Software</u>") and HIS interface software installed in the United States covered by a Software Maintenance Agreement ("<u>SMA</u>").

16.2. Scope.

- 16.2.1. <u>Software Support and Maintenance</u>. GE Healthcare will use reasonable efforts to provide Error Correction (defined below) for verifiable and reproducible Errors (defined below) within a reasonable time after: (a) Customer reports the Error to GE Healthcare; or (b) detection by GE Healthcare. Updates (defined below), if released, will be provided at no additional cost as a part of this maintenance commitment. New functionality must be purchased separately, unless otherwise agreed.
- 16.2.2. <u>Equipment Maintenance</u>. Preventative maintenance service may be required periodically during normal business hours of 8:00 a.m. to 5:00 p.m. (local time) on mutually agreed dates. Customer will make the Equipment available for preventative maintenance upon GE Healthcare request. Additional services to be performed, including specific additional terms thereof, shall be specified in the Quotation or alternate schedules.
- 16.2.3. <u>Definitions</u>. "<u>Error</u>" means any Software-related problem that: (i) materially interferes with Customer's use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. "<u>Error Correction</u>" means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. "<u>Update</u>" means a change that provides Error Corrections and/or enhances functionality of the Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.
- 16.2.4. <u>Hotline Support</u>. GE Healthcare will provide phone and email support during standard business hours, excluding GE Healthcare holidays, for problem solving, Error resolution and general help.
- 16.2.5. <u>Remote Access Support</u>. GE Healthcare may access Software remotely via Customer's network and GE Healthcare-supplied secure tunnelling software to monitor Software parameters to help prevent and detect Errors. Customer will reasonably cooperate with GE Healthcare to establish remote connections. Certain modules require remote access in order to obtain support.

- 16.2.6. <u>Warranty.</u> GE Healthcare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Services as long as Customer provides prompt written notice to GE Healthcare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.
- 16.2.7. Exclusions. GE Healthcare has no obligation to Customer for: (i) use of Products in combination with software, hardware, or services not recommended in writing by GE Healthcare; (ii) use in a manner or environment for which GE Healthcare did not design or license the Products, or in violation of GE Healthcare's recommendations or instructions; (iii) interface configuration (often referred to as HIS, PACS or EMR interfaces necessary due to changing vendors or versions); (iv) reorganization of Customer data; (v) consulting or software engineering and programming; (vi) support of Products outside the scope of the foregoing maintenance commitments; (vii) failure to use or install, or permit GE Healthcare to use or install, Error Corrections or Updates; (viii) failure to maintain Products within the current major release version or the immediately prior major release version; (ix) defects in products or services not made and provided by GE Healthcare; (x) any cause external to the Products or beyond GE Healthcare's control; (xi) failure of Customer's network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with Products; and (xiv) migration of Software to different hardware or operating systems.
- 16.2.8. <u>Software Maintenance Agreement Term</u>. The following applies to ViewPoint software and HIS interface software only: The SMA term and start date is identified in the Quotation and its related <u>Schedule A</u>. Either party may terminate the SMA without cause after the first anniversary by providing at least 90 days' prior written notice to the other party. SMA payments are due within 30 days after receipt of GE Healthcare's invoice.
- 17. Magnetic Resonance ("MR") Magnetic Maintenance and Cryogens. 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; (ii) costs for cryogen replacement plus transfill labor at GE Healthcare's then-applicable rates; (iii) 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.

GE Healthcare Warranty Statement



Warranty.

- 1.1. <u>Equipment</u>. 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. <u>Services</u>. 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 provided "AS IS" and is not warranted by GE Healthcare.
- 1.5. Accessories and Supplies. Warranties for accessories and supplies are at www.gehealthcare.com/accessories.
- 1.6. Third Party Product. Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.
- 1.7. <u>Subscription Products</u>. Products provided via Subscription (excluding Healthcare Digital Products) are not covered by this Warranty Statement. Instead, the Subscription Products and ViewPoint Software Maintenance Terms and Conditions apply.
- 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 FROM 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) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE Healthcare's control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or calibration; (v) network and antenna installations not performed by GE Healthcare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE Healthcare (ix) Products immersed in liquid; and (x) replacement of disposable or consumable 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, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year

Warranty Statement (Rev 01.30.20) Page 27 of 29

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

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

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

Performix 160A (MX160) Tubes: 3 years

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

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

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

OEC New or Exchange Service Parts: 120 days
OEC Tubes and Image Intensifiers: 1 year
OEC Refurbished C-Arms: 1 year after installation

IGS Large Display Monitor: Warranty coverage excludes damage caused by Customer abuse

HealthNet Lan, Advantage Review — Remote Products: 3 months

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

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

Except the following have a 1 year warranty:

Transducers: TEE Probes,

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

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

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

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

Voluson P8 BT18 and newer, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 along with related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

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

Transducers: TEE Probes

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

Venue, along with related transducers purchased with it: 5 years,

Except the following have a 1 year warranty:

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

Transducers: TEE Probes

Warranty covers defective parts and components and includes: (i) phone support and remote repair via InSite and telephone 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 damage.

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

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

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

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

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

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

Novii Wireless Patch System- Interface and Pods: 1 year starting 40 days after shipment with: (i) exchange services performed at GE Healthcare Repair Operations Center; and (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays. Customer may

elect to purchase coverage for Pod damage due to accidental dropping or mishandling. This coverage excludes patches and cables, which are considered Product accessories, and are warranted pursuant to Section 1.5 above.

MAC 2000 and 3500: 3 years

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

CARESCAPE T14 Transmitter: 2 years

SEER 1000: 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

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

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

Tec 850 Vaporizers: 3 years
Tec 6 Plus Vaporizers: 2 years



GE Healthcare PO Box 414 Milwaukee, WI 53187

October 4th, 2020

Marcelo Villasuso

Director of Category Management Supply Chain Management Cape Fear Valley Health System 1638 Owen Drive Fayetteville, NC 28304

RE: Removal GE 1.5T HDx MRI (System ID: 910609CFMR2)

Dear Marcelo,

Thank you for allowing General Electric Healthcare (GEHC) the opportunity to earn your business. Cape Fear Valley Health System is a valued customer and we truly appreciate the partnership we share.

The purpose of this letter is to confirm that General Electric Healthcare will be responsible for removing your existing 1.5T SIGNA HDx MRI Scanner (SysID: 910609CFMR2) as Cape Fear Valley has agreed to trade-in this unit as part of your 1.5T GE Signa MR40W MRI purchase (GE Order Number: 4863369) and estimate the deinstallation and removal will be completed at no additional charge to CFV. Cape Fear Valley will be responsible for the cost of any MRI suite construction, renovation, clearing the rig path, rigging costs, and opening the room access panel. We are already working closely with your facilities planning team and selected contractor to ensure 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 questions, feel free to call me at any time.

Sincerely,

Pete Swyt

Account Manager, GE Healthcare Diagnostic & Interventional Imaging

M 843-810-0935 Peter.Swyt@ge.com

CC: Mark McDonald, GE Installation Project Manager



"Exhibit D"

NC License #: **G114257** September 20, 2020

Douglas J. Freeman Architect | Engineering and Construction Management Cape Fear Valley Health System 1638 Owen Drive Fayetteville, NC 28304

Ref: Cape Fear Valley Health System- (Fayetteville, NC)
Pavillon GE MRI Upgrade Renovation— Quote # BS18-660-Rev-02

Mr. Freeman,

Blake Contracting, L.L.C., Inc. is pleased to provide a proposal to provide labor, material, equipment, supervision and subcontractors for the renovation of the MRI exam, equipment and control rooms to facilitate a GE450W MRI Upgrade Renovation at the Cape Fear Main Pavilion MRI Area at Cape Fear Valley Health System, Fayetteville, NC. The renovation work to facilitate the new equipment is limited to that specified in this Scope of Work, will comply with the GE preliminary typical installation drawings: Dated 2-12-20 and is based on site visit conducted by Blake Contracting, L.L.C.

The Scope of Work is as follows:

Division 00 – Procurement

- 1. Provide Architectural, Mechanical, Electrical, Plumbing and Fire Protection drawings for site construction for this scope of work only for local permitting processes and submission to DHSR. We will also provide structural review of the MRI slab were the MRI equipment is sitting. That review will consist of reviewing existing facility structural drawings and comparing to new loads.
 - a. Specification Manual is not included. Specifications are on the drawings.
 - b. Other trades design is not included based on limited scope of work in those areas.
 - c. We have included structural review of Chiller location on Roof for new replacement chiller and structural review of the MRI area.
 - i. The existing MRI is heavier than the new MRI. It is assumed the existing structure will support the new MRI.
 - d. Blake Contracting will submit drawings to DHSR and all payments to be issued by the Owner.
- 2. Attend the following design and pre-construction meetings:
 - a. One (1) pre-design meeting with customer and with A&E team members for site research.
 - b. One (1) pre-construction meeting with Account Manager/Project Manager at time of submission of drawings to permitting office.

c. One (1) onsite meeting with Account Manager/Project Manager and Architectural Representative for DHSR inspection.

Division 01 – General Requirements

- 1. Provide labor to compile project timeline in Ghant format.
 - a. Timeline to be in MS project format and PDF.
- 2. Provide general supervision.
- 3. Provide Air scrubbing filtration during the project to create negative airflow during the construction process to meet the ASHE Infectious control standards.
 - a. Air flow / negative air monitoring to include completion of "Owner Supplied" paperwork. Reports to be provided to customer at the end of each week.
 - b. Includes Blake Contracting Supplied Manometer for observation by ICRA control personnel and Blake Contracting Superintendent.
- 4. Dumpster as required for construction debris to be located outside in the parking lot area in the rear parking lot near the MRI access location.
- 5. Construction clean-up for occupancy.
 - a. Customer to terminal clean/final clean area.

Division 2 – Existing Conditions

- 1. Provide labor and materials for the construction of temporary plastic dust barriers for safety purposes, noise reduction, and dust containment to allow patient flow during the corridor alterations.
 - a. Provide sealing off of appropriate supply and return ducting to minimize dust contamination of ductwork and surrounding areas.
 - b. Barriers to be constructed out of plastic for relocation purposes. Long term barriers will be ½ drywall (outside of rated barriers) and constructed to ceiling.
- 2. Demolition of the following areas to accommodate new proposed layout as follows:
 - a. Demolitions of floors in the MRI exam, equipment, MRI control, and storage rooms areas.
 - b. Demolition of ceilings in the MRI control and storage rooms for construction of two holding bays and select demolition of ceilings at vendor specific installation locations.
 - c. Demolition of walls in the MRI control and storage rooms prepped for two holding bays.
 - d. Select wall demolition for installation of vendor specific items.
 - e. Demolition of a portion of the countertop and upper cabinets in the Control room.
 - f. Demolition of entry wall for MRI removal and re-installation.

Division 3 – Concrete

- 1. Provide labor and materials to infill existing concrete pit area in the Exam room on top of the existing RF shield floor in the pit.
- 2. Provide labor and materials to infill (a portion of the) existing concrete pit area in the Equipment room at the PGR Cabinet.

<u>Division 4 – Masonry (Not Applicable)</u>

Division 5 – Metals

- 1. Prov ide labor and materials to install supplemental steel re-enforcement for the chiller location to attached to the existing concrete structure in the area.
 - a. Allowance of \$9,720.00 installed is included for complete installation of steel work.

Division 6 – Woods, Plastics and Composites

- 1. The existing base and upper cabinets and coil storage cabinets in the Exam room area will remain as is, unchanged.
- 2. A portion of the existing countertop in the Control room will remain as is, unchanged.
 - a. Modification of the existing countertop and laminating the ends of the existing overhead cabinets are included for the control room area.
- 3. Provide labor and materials to install one new 4'-0" wide base and upper cabinets in each of the two new holding bays.
- 4. Provide labor and materials to remove and re-install a portion of the existing wood wall panels for the removal and replacement of the MRI's.
 - a. Existing conditions of the wood panels are excluded.

Division 7 – Thermal and Moisture Protection

- 1. Provide labor and material to install caulking and fire rated sealant compounds at penetrations necessary to produce the renovation work inside of this scope of work only.
- 2. Provide labor and materials to install roof curb and penetration pocket for new chiller that will be located on the roof section where the CT chiller was located.

Division 8 – Doors, Windows, and Glass (Openings)

- 1. Provide labor and materials to install two sets of double egress doors in the existing corridor adjacent to the Control room and Holding bays.
- 2. Provide labor and materials to install bi fold doors in the exam room for the new PEN panel closet.
- 3. Provide labor and materials to remove and -re-install existing glass section for removal and replacement of the MRI's.
 - a. Existing conditions of the storefront glass are excluded.

Division 9 – Finishes

- 1. Provide labor and materials to install framing, sheetrock and finishing for vendor specific items in the control, equipment and exam room areas to include additional RF shielding work.
 - a. Includes construction of new holding bay area.
 - b. Includes removal and installation of drywall for chiller and HVAC line(s) installation.
 - c. Includes patching and repair walls at MRI removal location.
- 2. Provide labor and materials to point up remaining walls in the exam, equipment and control room areas to receive paint.
 - a. All renovated walls to break at first corner in each direction.
- 3. Provide labor and materials to paint walls in the exam, control, equipment, and holding bay room areas and renovated areas with two (2) coats of healthcare spec paint.
 - a. All renovated walls to break at first corner in each direction.
- 4. Provide labor and materials install 2x2 ceiling tile in areas effected by Blake Contracting scope of work only. Provide labor and materials to patch the existing ceiling at the location of the new double egress doors.
- 5. Provide labor and materials to install LVT flooring and cove base in the MRI exam, control, and holding bay room areas.
- 6. Provide labor and materials to install 12"x12" vinyl composition floor tile and cove base in the equipment room areas and the PGR Cabinet location. The computer access flooring in the equipment room area will remain as is, unchanged, except for patching the computer access flooring damaged during construction.

Division 10 – Specialties

- 1. Provide labor and materials to modify the existing guard rails at the location of the new double egress doors in the existing corridor adjacent to the Control room and Holding bays.
- 2. Provide labor and materials to install new curtain tracks in the Holding bay area. Curtains are not included and are furnished by Owner.

Division 11 – Equipment (Not Applicable)

<u>Division 12 – Furnishings (Not applicable)</u>

Division 13 – Special Construction

- 1. Provide labor and materials to rig GE Supplied chiller into place.
 - a. Cost of rigging for MRI chiller is \$2,750.00.
- 2. Provide labor and materials to rig GE Magnet out of building onto GE supplied truck and rig in new GE Magnet in to building
 - a. Cost of rigging for MRI is \$29,400.00.
- 3. Provide labor and materials to rig GE UPS into place.
 - a. Cost of rigging for MRI chiller is \$4,250.00.
- 4. Provide labor and materials to install temporary shoring at MRI gantry rigging route from current MRI gantry location to the corridor area that is on slab on grade. That shoring will be installed twice, one for removal and once for installation of new MRI.
 - a. We have included an allowance of \$11,500.00 for shoring each way, total of \$23,000.00.
 - b. The shoring will be installed and removed with each MRI removal and installation.
- 5. Provide labor and materials to provide the following magnetic-RF shielding modifications in the MR exam room area:
 - a. Provide pretest of existing shielding for customer review.
 - i. Blake Contracting will provide report for customer review prior to correcting any preexisting conditions outside of this scope.
 - b. Remove wall section for removal and installation of new MRI's
 - c. Install waveguides modifications for PEN Panel modifications.
 - d. Modify the PEN panel location.
 - e. Install two (2) standard high voltage filters / 120volt and one (1) low voltage filter / 24 volt for electrical connections for new LED can lights and Emergency lights in the exam room area.
 - f. The existing RF Shield window will remain as is, unchanged.
 - g. The existing magnetic shielding will remain as is, unchanged, except for providing labor and material to modify the steel on rear wall of MRI room to accommodate the installation of the new penetration panels.
 - h. Provide labor and materials to repair existing RF door Air Bladder.
 - i. Provide posttest for customer review in closeout.

Division 14 – Conveying Systems (Not Applicable)

Division 21-Fire Suppression

- 1. Provide labor and materials to modify existing fire sprinkler system in the Control and Holding bay rooms to accommodate the new layout for the Holding Bays.
 - a. Existing conditions beyond the tie in points are excluded.
- 2. Provide labor and materials to rework the existing system (FM 200) in the Exam and Equipment rooms to accommodate new.

a. Existing conditions, code issues and/or upgrading of the existing FM 200 system is excluded

Division 22-Plumbing

Domestic Plumbing:

1. The existing hand wash sink will remain as is, unchanged.

Medical Gas Work:

- 1. The existing med gas system in the Exam room will remain as is, unchanged.
- 2. Provide labor and materials to install one new set of med gas outlets (oxygen and vacuum) in each of the holding bays. Connect the new outlets to the existing medical gas zone valve serving the Exam room. Recertify all affected med gas lines.

Division 23-Heating, Ventilating and Air Conditioning

- 1. The existing HVAC system in the Exam rooms will remain as is, unchanged.
- 2. Provide labor and materials to install new ceiling mounted 5-ton air handling unit with exterior condenser (or chilled water tie in) for the equipment room to accommodate the new layout.
 - a. New HVAC unit will tie into the existing controls that control the existing Liebert system in equipment room area.
- 3. The existing HVAC system in the Control and Holding Bay rooms will remain as is, unchanged, except for modification of the duct and grille layout to accommodate the new floor plan configuration.
- 4. Provide labor and materials to modify the existing cryogen pipe from the MRI to the RF shielding waveguide penetration area to adjust for the new location of the MRI Gantry.
 - a. The existing cryogen vent will remain as is from the RF shielding to the exterior.
- 5. Provide labor and materials to install <u>GE Healthcare Supplied Chiller</u> to meet manufacturer's recommendations in same location of existing chiller on chiller pad.
 - a. Chiller to be onsite a minimum of three (3) week prior to the MRI gantry delivery.

Division 25 – Controls

- 1. Provide labor and materials to install door access controls at new corridor door location.
 - a. Allowance of \$7,750.00 is included based on previous projects.

<u>Division 26 – Electrical</u>

Power:

- 1. Provide labor and materials to install a new 4-wire, 3-phase electrical feeder consisting of new conductors in the existing conduit rated for 250 amps at 480 volts for the new MR system. The feeder will extend from a new (included) 250-amp breaker installed in the existing electrical distribution panel ND1D (approximately 75 linear feet from the perimeter of the Site) to the new UPS maintenance by-pass panel located in the Equipment room.
- 2. Provide labor and materials to install new power feeders for the new MR system consisting of the following elements:
 - a. A new 5-wire, 3-phase electrical input feeder (conduits, wire, and fittings) rated for 250 amps at 480 volts from the new UPS maintenance by-pass panel to the new UPS cabinet, both located in the electrical room 203.
 - b. A new 5-wire, 3-phase electrical output feeder (conduits, wire, and fittings) rated for 250 amps at 480 volts from the new UPS cabinet to the new UPS maintenance by-pass panel.

- c. A new 5-wire, 3-phase electrical feeder (conduit, wire, and fittings) rated for 125 amps at 480 volts from the new UPS maintenance by-pass panel in the Equipment room to the new MR system's main disconnect panel located in the Equipment room.
- 3. Provide labor and materials to install a new 4-wire, 3-phase electrical feeder (conduit, wire, and fittings) rated for 70 amps at 480 volts for the new MR system's water chiller. The feeder will extend from a new (included) 100-amp breaker installed in the existing electrical distribution panel located in the electrical room (approximately 75 linear feet from the installation location of that chiller) to the new water chiller located on the roof and will be terminated in a manual disconnect (included, exterior disconnects will be weatherproof).
- 4. Furnish and install a total of six new 120-volt duplex outlets at various locations throughout the Site, connected to existing circuits within or near the Site.
- 5. The balance of the existing 120-volt duplex outlets throughout the Site will remain as is, unchanged.

Lighting:

- 1. Provide labor and materials to install new six (6) new 2x4 LED lights and to tie into the existing electrical circuits for the holding bays and other areas.
- 2. Furnish and install 8 new recessed can LED light fixtures with dimmers, and driver, in the Exam room. Connect to existing circuits located within or near the Site. The driver will be located outside of the Exam room.

Diagnostic Imaging System:

- 1. Provide labor and materials to install new electrical cable ducting to supplement the existing (above ceiling and surface-mounted on the walls), ducting dividers and covers, junction boxes, conduits, and connectors for new MR system that are similar to the existing, if and to the extent necessary for the installation of the diagnostic imaging system.
- 2. Provide labor and materials to install a new overhead nonferrous electrical cable tray above the ceiling of the Exam room and a new overhead steel electrical cable tray above the ceiling of the Equipment room for the MR system's cabling.
- 3. Provide labor and materials to install new GE Healthcare main disconnect panel and the associated system emergency off button, both furnished by others.
- 4. The existing in use light and associated control panel will remain as is, unchanged.
- 5. Provide labor and materials to install the electrical connections (wire, conduit, and fittings) between the new MR system's power distribution unit and the MR system's new main disconnect panel.
- 6. Provide labor and materials to install the electrical connections (wire, conduit, and fittings) between the new MR system's heat exchanger cabinet, power gradient cabinet, and new main disconnect panel.

Division 27 – Communications

- 1. Provide labor and materials to install the rough in of two data drops in the Holding Bay area.

 a. Low voltage wiring to be installed by others.
- 2. Provide labor and materials to install two new nurse call wall devices and dome light for each holding bay to tie into the local alarm panel.
 - a. We have included an allowance of \$6,250.00 for nurse call system installed complete.

Division 28 – Electronic Safety and Security

- 1. Provide labor and materials to relocate under floor smoke detectors in the equipment room location.
- 2. Provide labor and materials to relocate existing fire alarm devices affected by the wall reconfiguration for the new holding bays.

<u>Division 31 – Earthwork (Not Applicable)</u>

Division 32 – Exterior Improvements

- We HAVE NOT included landscape allowance for bushes at the rigging path will need to be removed and replaced.
- 1. Provide labor and materials to remove the existing foliage in the MRI rigging path and install new similar foliage.
 - a. We have included an allowance of \$1,250.00 for landscaping work.

<u>Division 33 – Utilities (Not Applicable)</u>

EXCLUSIONS: The following elements of design, engineering, construction, equipment or related work or services **ARE NOT INCLUDED** in the renovation work or otherwise a part of this Work Scope:

- 1. Mold abatement and/or the correction of existing conditions.
- 2. Relocation and/or correction of existing underground utilities.
- 3. Any item or work not specifically stated to be included in this quote should be considered excluded.
- 4. Existing structural conditions and/or the correction of existing structural conditions outside of the items within this proposal.
- 5. Asbestos testing, abatement or encapsulation.
- 6. Any upgrades to existing power conditions beyond this Scope of Work.
- 7. Any construction due to state or local code upgrades.
- 8. Work in bio-hazardous, radioactive, toxic, asbestos or other high-risk environments.
- 9. Any work involving telephone systems, computer data systems, alarms, code blue and nurse call or networking to other modalities (outside of items outlined in this proposal).
- 10. Any state or room licensing fees.
- 11. Utilities needed for ancillary equipment such as film processors, film viewers, etc.
- 12. New utility power services, work involving emergency power, UPS or power conditioning equipment beyond this scope of work.
- 13. Relocation of existing main electrical services or expansion of main electrical power capacity.
- 14. Energy and building management systems except per inclusions.
- 15. Any work involving fire alarm or fire suppression systems additions or modifications except per inclusions.
- 16. De-installation of existing diagnostic imaging system and reinstallation of new diagnostic imaging system.
- 17. Removal of existing medical equipment, furniture and shelving.

Qualifications:

- 1. Blake Contracting, L.L.C., Inc. will need approximately twelve-thirteen (12-13) weeks, after receipt of building permit, to complete construction to receive MRI gantry based on sufficient lead time to order non-stock items.
 - ➤ 30-45 days-Architectural and Engineered drawings production after receipt of vendor final drawings.

- 4-5-week schematic design.
- 1-week customer review (if required)
- > Permitting:
 - Local-10-15 days.
 - State -30 business days.
- ➤ Construction-12-13 weeks ready for MRI.
 - We will work to limit MRI down time.
- 2. All work to be performed during standard working hours of Monday through Friday, excluding holidays, between the hours of 7:00 am 5:30 pm or at the discretion of Blake Contracting, LLC.
 - > Shut down to be performed after hours.
 - Major noise producing items to be performed in early morning hours or late afternoons.
 - Major defined as concrete cutting, jack hammering, concrete drilling, etc. Normal
 construction related items are not considered for afterhours work. We will work
 with staff to minimize disruption in the area.
- 3. Any changes to the scope of the work will be handled through a written change order process only.
- 4. Cost / Plus items shall be charged cost plus 10% for overhead and 5% for profit.
- 5. This proposal expires **90 days** from date list on Page 1 above.

If you have any questions, please do not hesitate to contact me. We look forward to serving you and your organization in the near future.

Materials and Labor:

All for the sum of: \$733,222.00

(Seven hundred thirty-three thousand, two hundred twenty-two dollars and 00/100's)

Quote#: BS18- 660-Rev-02					
\$733,222.45	SF of project:	1960	Price per SF:	\$374.09	
Phase #. Item # /	p. ojoot.	.000	i noo por or .	ψοί 4100	
Description	Misc Cost	Labor Cost	Subcontract Cost	Other	Budget Total
00 -					
PROCUREMENT (A&E)	\$700.00	\$1,050.00	\$50,000.00	\$0.00	\$51,750.00
01 - GENERAL	Ψ100.00	ψ1,050.00	Ψ30,000.00	ψ0.00	ψ51,730.00
REQUIREMENTS	\$35,060.75	\$37,225.00	\$0.00	\$0.00	\$72,285.75
02 - EXISTING					
CONDITIONS	\$2,862.50	\$9,962.50	\$3,475.00	\$0.00	\$16,300.00
03 - CONCRETE	\$1,436.50	\$4,067.25	\$0.00	\$0.00	\$5,503.75
04 - MASONRY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05 - METALS	\$0.00	\$0.00	\$9,720.00	\$0.00	\$9,720.00
06 - CARPENTRY	\$21,725.00	\$5,362.50	\$4,250.00	\$0.00	\$31,337.50
07 - MOISTURE PROTECTION	\$675.00	\$350.00	\$8,000.00	\$0.00	\$9,025.00
08 - OPENINGS	\$12,400.00	\$1,100.00	\$4,750.00	\$0.00	\$18,250.00
09 - FINISHES	\$28,144.00	\$30,219.35	\$0.00	\$1,900.00	\$60,263.35
10 - SPECIALTIES	\$6,900.40	\$3,649.20	\$0.00	\$0.00	\$10,549.60
11 - EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12 - FURNISHINGS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13 - SPECIAL CONSTRUCTION	\$0.00	\$0.00	\$84,900.00	\$7,250.00	\$92,150.00
14 - CONVEYING SYSTEM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21 - FIRE SUPPRESSION	\$4,275.00	\$0.00	\$39,500.00	\$0.00	\$43,775.00
22 - PLUMBING	\$0.00	\$0.00	\$55,250.00	\$0.00	\$55,250.00
23 - HVAC	\$0.00	\$0.00	\$95,250.00	\$0.00	\$95,250.00
25 - CONTROLS	\$0.00	\$0.00	\$7,750.00	\$0.00	\$7,750.00
26 - ELECTRICAL	\$0.00	\$0.00	\$41,500.00	\$21,500.00	\$63,000.00
27 - COMMUNICATIONS	\$350.00	\$0.00	\$6,250.00	\$0.00	\$6,600.00
28 - SECURITY	\$0.00	\$0.00	\$6,750.00	\$0.00	\$6,750.00
31 - EARTHWORK	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32 - EXTERIOR IMPROVEMENTS	\$0.00	\$0.00	\$1,250.00	\$0.00	\$1,250.00
33 - UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
O OTILITILO	Ψ0.00	Ψ0.00	Ψ0.00	Ψ0.00	Ψ0.00
				TOTAL JOB	
				COST	\$656,759.95
			Fee (Indirect Overhead and		
			Profit):	11.64%	\$76,462.50
				Total:	\$733,222.45

Work can begin on this project upon acceptance of this proposal/Exhibit and/or signature of AIA141-2014 (Standard AIA contract between owner and Contractor with Blake Contracting, LLC/CFVHS Amendments). By accepting this agreement, you are accepting the terms and conditions of AIA Contract documents A141 2014 and it's exhibits to be include as part of this proposal/Exhibit.

This proposal and scope of work is confidential information and is the sole property of Blake Contracting, L.L.C. Distribution is prohibited without prior approval from Blake Contracting, L.L.C.

Please complete the following information and return to our office (Payment terms are "monthly progress payment"/ invoices to be submitted each month and/or upon Substantial Completion. Customer to make payments to Blake Contracting, L.L.C. within thirty (30) days of receipt of any application for payment / invoice. Any payment, outside of the substantial completion invoice (retainage in reduced to 5% for closeout), shall be subject to customer's right to withhold and retain ten percent (10%) of the payment amount set forth in each invoice, until the payment is made following Substantial Completion, which payment shall be made in full within thirty (30) days of receipt of invoice):

Accepted by (Signature): _	Date	
Printed signature / Title: _		
PO #:	PO Amount \$	

***All work in this scope is warranted for one (1) year after first use by customer and/or Certificate of Occupancy. Or manufactures standard warrant (which may be less or more than a year). Mechanical equipment is warranted one year from startup. ***

Thank you for the opportunity,

Blake Skarpalezos President/CEO

Blake Contracting, L.L.C.

From: <u>Tanya, Saporito</u>
To: <u>Waller, Martha K</u>

Subject: FW: [External] CFV MRI Exemption

Date: Friday, October 9, 2020 11:29:02 AM

Attachments: Attachment 1 Chris Tart Letter for MRI October 2020.pdf

Attachment 2 GE MRI Quote.pdf Attachment 3 GE Removal Letter.pdf Attachment 4 GC Construction Quote.pdf Sandy Godwin Letter for MRI October 2020.pdf

Tanya Saporito, J.D.

Project Analyst

Division of Health Service Regulation, Certificate of Need

NC Department of Health and Human Services

Help protect your family and neighbors from COVID-19. Know the 3 Ws. Wear. Wait. Wash.

#StayStrongNC and get the latest at nc.gov/covid19

Office: 919-855-3873

Tanya.saporito@dhhs.nc.gov

809 Ruggles Drive, Edgerton Building 2704 Mail Service Center Raleigh, NC 27699-2704

Twitter | Facebook | YouTube | LinkedIn

From: William Haithcock <whait@capefearvalley.com>

Sent: Friday, October 9, 2020 8:36 AM

To: Tanya, Saporito <tanya.saporito@dhhs.nc.gov>

Cc: Sandy Godwin <stgodwin@capefearvalley.com>; Christopher Tart <ctart@capefearvalley.com>;

Alison Horne <ahorne@capefearvalley.com>

Subject: [External] CFV MRI Exemption

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

Good morning Tonya,

Attached are the letters and exhibits for Cape Fear Valley Medical Center's request for No Review Determination to replace our MRI on our main campus. I have included the No Review Determination letter in addition to a letter of support from Chris Tart our VP of Professional Services. Also attached are the relevant quotes from GE our MRI vendor and the construction quote from our General Contractor Blake Skarpalezos. If you have any additional questions, please reach out to Sandy or myself. Take care and have a nice weekend!

William F. Haithcock, MHA Cape Fear Valley Health Phone: 910-615-7667 Cell: 910-489-9466

whait@capefearvalley.com

CONFIDENTIALITY NOTICE: This electronic mail transmission may contain information that is privileged and/or confidential. Additionally, this communication may contain individual protected health information ("PHI") that is subject to protection under state and federal laws, or other privileged, confidential or proprietary information of Cape Fear Valley Health System that may not be further disclosed. Please be advised that any disclosure, copying, distribution or other use of the contents of this message by anyone other than the intended recipient is prohibited. If you have received this communication in error, please notify the sender immediately by replying to the message and deleting it from your computer.

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