Original Application

Middle Tennessee Imaging, LLC
DBA Premier Radiology
Antioch (Davidson Co.) CN1805-021

CN1805-021

MAY 18 '18 PM 2:25

Premier Radiology | Saint Thomas Health

Middle Tennessee Imaging, LLC

D/B/A

Premier Radiology

Outpatient Diagnostic Center

Antioch, TN

Certificate of Need Application

May 18, 2018

(Note: Requesting a Simultaneous Review with Antioch Outpatient Diagnostic Center.)

State of Tennessee
Health Services and Development Agency
Andrew Jackson Building, 9th Floor, 502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

2018 PM 2:29

CERTIFICATE OF NEED APPLICATION

SECTION A: APPLICANT PROFILE

1. *Name of Facility, Agency, or Institution*

Middle Tennessee Imaging, LLC d/b/a Premier Radiology
Name

3754 Murfreesboro Pike
Street or Route

Davidson
County

Antioch
City

TN
State

37013
Zip Code

Website address: www.premierradiology.com

*Note: The facility's name and address **must be** the name and address of the project and **must be** consistent with the Publication of Intent.*

2. *Contact Person Available for Responses to Questions*

Mark Gaw
Name

Chief Financial Officer
Title

PhyData, LLC
Company Name

mark.gaw@phydata.com
Email Address

3024 Business Park Circle
Street or Route

Goodlettsville
City

TN
State

37072
Zip Code

Manager
Association with Owner

615-239-2039
Phone Number

615-296-9944
Fax Number

NOTE: ***Section A*** is intended to give the applicant an opportunity to describe the project. ***Section B*** addresses how the project relates to the criteria for a Certificate of Need by addressing: Need, Economic Feasibility, and the Contribution to the Orderly Development of Health Care.

Please answer all questions on ***8½" X 11" white paper, clearly typed and spaced, single or double-sided, in order and sequentially numbered. In answering, please type the question and the response.*** All questions must be answered. If an item does not apply, please indicate *"N/A" (not applicable).* ***Attach appropriate documentation as an Appendix at the end of the application and reference the applicable Item Number on the attachment, i.e., Attachment A.1, A.2, etc. The last page of the application should be a completed signed and notarized affidavit.***

3. SECTION A: EXECUTIVE SUMMARY

A. Overview

Please provide an overview not to exceed three pages in total explaining each numbered point.

1) Description – Address the establishment of a health care institution, initiation of health services, bed complement changes, and/or how this project relates to any other outstanding but unimplemented certificates of need held by the applicant;

   RESPONSE: Middle Tennessee Imaging, LLC (MTI) d/b/a Premier Radiology (Premier) currently operates 15 fixed site diagnostic imaging center locations in the metro Nashville area. MTI proposes the establishment of a new Outpatient Diagnostic Center (ODC), the initiation of MRI and CT services, and the acquisition of a fixed 1.5T MRI unit and a fixed 16-slice CT unit, all at 3754 Murfreesboro Pike, Antioch, TN, 37013 (Davidson County). The proposed project will support MTI's CON-exempt x-ray, mammography and ultrasound services at the Saint Thomas Medical Partners - Antioch Care Center. As part of the project, 3,078 rentable square feet of medical office space will be built out to house a full-service imaging center that includes one fixed MRI unit and one fixed CT unit.

2) Ownership structure;

   RESPONSE: Middle Tennessee Imaging, LLC d/b/a Premier Radiology is a joint venture between Saint Thomas Health (53.86%), NOL, LLC (42.15%) and Murfreesboro Imaging Partners (3.99%). MTI was created to own and operate outpatient diagnostic centers.

3) Service area;

   RESPONSE: The proposed MTI-Antioch ODC is projected to serve MTI's existing patients from three zip codes in Davidson County and Rutherford County. These zip codes include: 37013 Antioch, 37086 La Vergne, and 37217 Nashboro Village and Smith Springs.

4) Existing similar service providers;

RESPONSE: Other than The Pain Management Group, P.C., a physician practice which only services its own patients, there are no MRI units within the three zip code service area.

Likewise, other than The Pain Management Group, P.C., there are no CT units in the three zip code service area.

As documented later in this application, Davidson County and Rutherford County providers of MRI and CT services outside the service area have experienced growth in utilization over the past three reporting years and are operating at high effective capacities. Demand for ODC MRI and CT services is expected to grow as the service area population increases and reimbursement plans continue to shift a greater portion of healthcare costs to the patient. ODCs are not reimbursed at higher hospital outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

Furthermore, both the Saint Thomas Medical Partners - Antioch Care Center and MTI's Antioch imaging site were selected to deliver patient care closer to where patients live in an integrated, full-service setting. Davidson County and Rutherford County are in high growth areas southeast of Nashville. Traffic in and around the service area is a growing concern, causing additional access issues to existing providers.

5) Project cost;

RESPONSE: Project costs include equipment costs of $1,134,589 and leased facility costs of $1,310,476 for 3,078 rentable square feet over the initial 10-year term. Total project costs are $3,558,788.

6) Funding;

RESPONSE: The project will be funded by a loan from Pinnacle Bank in Nashville.

7) Financial Feasibility including when the proposal will realize a positive financial margin; and

RESPONSE: The project is financially feasible and will realize a positive financial margin in its second year of operation.

8) Staffing.

RESPONSE: Minimal staffing is required for the project – four imaging techs and two support/administrative staff.

B. Rationale for Approval

A certificate of need can only be granted when a project is necessary to provide needed health care in the area to be served, can be economically accomplished and maintained, will provide health care that meets appropriate quality standards, and will contribute to the orderly development of adequate and effective health care in the service area. This section should provide rationale for each criterion using the data and information points provided in Section B. of this application. Please summarize in one page or less each of the criteria:

1) Need;

RESPONSE: Middle Tennessee Imaging, LLC (MTI) d/b/a Premier Radiology (Premier) currently operates 15 fixed site diagnostic imaging center locations in the metro Nashville area. Both the Saint Thomas Medical Partners - Antioch Care Center and MTI's Antioch imaging site were selected to deliver patient care closer to where patients live. The Antioch area is a high population growth area southeast of Nashville.

The proposed MTI-Antioch ODC is projected to serve MTI's existing patients from three zip codes in Davidson County and Rutherford County. These zip codes include: 37013 Antioch, 37086 La Vergne, and 37217 Nashboro Village and Smith Springs.

Within these three zip codes, MTI already served the following numbers of imaging patient procedures in 2017:

- MRI – 3,646
- CT – 2,910
- X-Ray – 7,287
- Mammography – 2,594
- Ultrasound – 5,989

MTI-Antioch patients will be generated from the redirection of existing MTI patients within the existing MTI network of facilities. Rather than traveling longer distances to other locations, patients from the proximate zip codes within Davidson County and Rutherford County are expected and encouraged to receive the full range of imaging services from this new location in Antioch.

Davidson County and Rutherford County providers of MRI and CT services have experienced rapid growth in utilization over the past three reporting years. Demand for MRI and CT services is expected to grow as population growth in these three counties, aging of the patient population, and reimbursement plans continue to shift a greater portion of healthcare costs to the patient. Patients are typically searching out ODCs since this type of provider is reimbursed at lower rates than hospital outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

2) Economic Feasibility;

RESPONSE: Project costs include equipment costs of $1,134,589 and leased facility costs of $1,310,476 for 3,078 rentable square feet over the initial 10-year term. Total project costs are $3,558,788. The project will be funded by a loan from Pinnacle Bank in Nashville. The project is financially feasible and will realize a positive financial margin in its second year of operation. Minimal staffing is required for the project – four imaging techs and two support/administrative staff.

3) Appropriate Quality Standards; and

RESPONSE: Like MTI's other existing ODCs, the MTI-Antioch ODC will be licensed by the Tennessee Department of Health. The MRI and CT units will be accredited by the American College of Radiology.

4) Orderly Development to adequate and effective health care.

RESPONSE: Davidson County and Rutherford County providers of MRI and CT services have experienced growth in utilization over the past three reporting years and are operating at high effective capacities. Demand for ODC MRI and CT services is expected to grow as the service area population increases and reimbursement plans continue to shift a greater portion of healthcare costs to the patient. ODCs are not reimbursed at higher hospital outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

MTI's proposal to develop an ODC and establish MRI and CT services in the Saint Thomas Medical Partners - Antioch Care Center will have a positive impact on the delivery of high tech imaging services for the residents of Davidson County and Rutherford County.

Consent Calendar Justification

If Consent Calendar is requested, please provide the rationale for an expedited review.

A request for Consent Calendar must be in the form of a written communication to the Agency's Executive Director at the time the application is filed.

RESPONSE: Not applicable, Consent Calendar is not requested.

4. SECTION A: PROJECT DETAILS

A. *Owner of the Facility, Agency or Institution*

Middle Tennessee Imaging, LLC (MTI) — Name
615-986-6153 — Phone Number
28 White Bridge Pike, Suite 111 — Street or Route
Davidson — County
Nashville — City
TN — State
37205 — Zip Code

B. *Type of Ownership of Control (Check One)*

A.	Sole Proprietorship		F.	Government (State of TN or Political Subdivision)	
B.	Partnership		G.	Joint Venture	
C.	Limited Partnership		H.	Limited Liability Company	X
D.	Corporation (For Profit)		I.	Other (Specify)	
E.	Corporation (Not-for-Profit)				

Attach a copy of the partnership agreement, or corporate charter and certificate of corporate existence. Please provide documentation of the active status of the entity from the Tennessee Secretary of State's web-site at https://tnbear.tn.gov/ECommerce/FilingSearch.aspx. Attachment Section A-4A. **See Attachments, Tab 1 and Tab 2.**

Describe *the existing or proposed ownership structure of the applicant, including an ownership structure organizational chart. Explain the corporate structure and the manner in which all entities of the ownership structure relate to the applicant. As applicable, identify the members of the ownership entity and each member's percentage of ownership, for those members with 5% ownership (direct or indirect) interest.* **See Attachments, Tab 3 and Tab 4.**

5. *Name of Management/Operating Entity (If Applicable)*

PhyData, LLC — Name
3024 Business Park Circle — Street or Route
Davidson — County
Goodlettsville — City
TN — State
37072 — Zip Code
Website address:

For new facilities or existing facilities *without a current management agreement, attach a copy of a draft management agreement that at least includes the anticipated scope of management services to be provided, the anticipated term of the agreement, and the anticipated management fee payment methodology and schedule. For facilities with existing management agreements, attach a copy of the fully executed final contract. Attachment Section A-5.* **See Attachments, Tab 5**.

6A. ***Legal Interest in the Site of the Institution*** ***(Check One)***

A.	Ownership	_____	D.	Option to Lease	_____
B.	Option to Purchase	_____	E.	Other (Specify) _____	_____
C.	Lease of _10_ Years	__X__		_____	

Check appropriate line above: *For applicants or applicant's parent company/owner that currently own the building/land for the project location, attach a copy of the title/deed. For applicants or applicant's parent company/owner that currently lease the building/land for the project location, attach a copy of the fully executed lease agreement. For projects where the location of the project has not been secured, attach a fully executed document including Option to Purchase Agreement, Option to Lease Agreement, or other appropriate documentation. Option to Purchase Agreements* ***must include*** *anticipated purchase price. Lease/Option to Lease Agreements* ***must include*** *the actual/anticipated term of the agreement* ***and*** *actual/anticipated lease expense. The legal interests described herein* ***must be valid*** on the date of the Agency's consideration of the certificate of need application.

See Attachments, Tab 6 (6-A).

6B. Attach **a copy of the site's plot plan, floor plan, and if applicable, public transportation route to and from the site** on an 8 1/2" x 11" sheet of white paper, single or double-sided. ***DO NOT SUBMIT BLUEPRINTS***. Simple line drawings should be submitted and need not be drawn to scale.

1) Plot Plan **must include**:

   a. Size of site (***in acres***);

   b. Location of structure on the site;

   c. Location of the proposed construction/renovation; and

   d. Names of streets, roads or highway that cross or border the site.

   RESPONSE: The key on the first plot plan indicates a lot size of 4.66 acres. Murfreesboro Pike is marked along the bottom border of each plot plan.

2) Attach a floor plan drawing for the facility which includes legible labeling of patient care rooms (noting private or semi-private), ancillary areas, equipment areas, etc. On an 8 ½ by 11 sheet of paper or as many as necessary to illustrate the floor plan.

3) Describe the relationship of the site to public transportation routes, if any, and to any highway or major road developments in the area. Describe the accessibility of the proposed site to patients/clients.

   RESPONSE: The site is located just off Murfreesboro Pike in Antioch, Tennessee, Davidson County. The service area is served by the Nashville Metropolitan Transit Authority.

Attachment Section A-6A, 6B-1 a-d, 6B-2, 6B-3.

See Attachments, Tab 7 (6-B1), Tab 8 (6-B2), and Tab 9 (6-B3).

7. Type of Institution ***(Check as appropriate--more than one response may apply)***

A. Hospital (Specify)_____ _____
B. Ambulatory Surgical Treatment Center (ASTC), Multi-Specialty _____
C. ASTC, Single Specialty _____
D. Home Health Agency _____
E. Hospice _____
F. Mental Health Hospital _____
G. Intellectual Disability Institutional Habilitation Facility ICF/IID _____
H Nursing Home _____
I. Outpatient Diagnostic Center _X_
J. Rehabilitation Facility _____
K. Residential Hospice _____
L. Nonresidential Substitution-Based Treatment Center for Opiate Addiction _____
M. Other (Specify)_____ _____

Check appropriate lines(s).

8. Purpose of Review ***(Check appropriate lines(s) – more than one response may apply)***

A. New Institution _X_
B. Modifying an ASTC with limitation still required per CON _____
C. Addition of MRI Unit _X_
D. Pediatric MRI _____
E. Initiation of Health Care Service as defined in T.C.A. §68-11-1607(4) (Specify)_____ _____
F. Change in Bed Complement _____
[Please note the type of change by underlining the appropriate response: Increase, Decrease, Designation, Distribution, Conversion, Relocation]
G. Satellite Emergency Dept. _____
H. Change of Location _____
I. Other (Specify)_____ _____

9. Medicaid/TennCare, Medicare Participation

MCO Contracts [Check all that apply]

_X_AmeriGroup _X_United Healthcare Community Plan _X_BlueCare _X_TennCare Select

Medicare Provider Number *10G706948*

Medicaid Provider Number *3790913*

Certification Type _____

If a new facility, will certification be sought for Medicare and/or Medicaid/TennCare?

Medicare _X_Yes __No __N/A Medicaid/TennCare _X_Yes __No __N/A

10. Bed Complement Data

A. Please indicate current and proposed distribution and certification of facility beds.

	Current Licensed	Beds Staffed	Beds Proposed	*Beds Approved	**Beds Exempted	TOTAL Beds at Completion
1) Medical						
2) Surgical						
3) ICU/CCU						
4) Obstetrical						
5) NICU						
6) Pediatric						
7) Adult Psychiatric						
8) Geriatric Psychiatric						
9) Child/Adolescent Psychiatric						
10) Rehabilitation						
11) Adult Chemical Dependency						
12) Child/Adolescent Chemical Dependency						
13) Long-Term Care Hospital						
14) Swing Beds						
15) Nursing Home – SNF (Medicare only)						
16) Nursing Home – NF (Medicaid only)						
17) Nursing Home – SNF/NF (dually certified Medicare/Medicaid)						
18) Nursing Home – Licensed (non-certified)						
19) ICF/IID						
20) Residential Hospice						
TOTAL						

**Beds approved but not yet in service* ***Beds exempted under 10% per 3 year provision*

Response: Not applicable.

B. Describe the reasons for change in bed allocations and describe the impact the bed change will have on the applicant facility's existing services. Attachment Section A-10.

C. Please identify all the applicant's outstanding Certificate of Need projects that have a licensed bed change component. If applicable, complete chart below.

Response: Not applicable

CON Number(s)	CON Expiration Date	Total Licensed Beds Approved

11. Home Health Care Organizations – Home Health Agency, Hospice Agency (excluding Residential Hospice), identify the following by checking all that apply: **Not Applicable**

	Existing Licensed County	Parent Office County	Proposed Licensed County		Existing Licensed County	Parent Office County	Proposed Licensed County
Anderson	☐	☐	☐	Lauderdale	☐	☐	☐
Bedford	☐	☐	☐	Lawrence	☐	☐	☐
Benton	☐	☐	☐	Lewis	☐	☐	☐
Bledsoe	☐	☐	☐	Lincoln	☐	☐	☐
Blount	☐	☐	☐	Loudon	☐	☐	☐
Bradley	☐	☐	☐	McMinn	☐	☐	☐
Campbell	☐	☐	☐	McNairy	☐	☐	☐
Cannon	☐	☐	☐	Macon	☐	☐	☐
Carroll	☐	☐	☐	Madison	☐	☐	☐
Carter	☐	☐	☐	Marion	☐	☐	☐
Cheatham	☐	☐	☐	Marshall	☐	☐	☐
Chester	☐	☐	☐	Maury	☐	☐	☐
Claiborne	☐	☐	☐	Meigs	☐	☐	☐
Clay	☐	☐	☐	Monroe	☐	☐	☐
Cocke	☐	☐	☐	Montgomery	☐	☐	☐
Coffee	☐	☐	☐	Moore	☐	☐	☐
Crockett	☐	☐	☐	Morgan	☐	☐	☐
Cumberland	☐	☐	☐	Obion	☐	☐	☐
Davidson	☐	☐	☐	Overton	☐	☐	☐
Decatur	☐	☐	☐	Perry	☐	☐	☐
DeKalb	☐	☐	☐	Pickett	☐	☐	☐
Dickson	☐	☐	☐	Polk	☐	☐	☐
Dyer	☐	☐	☐	Putnam	☐	☐	☐
Fayette	☐	☐	☐	Rhea	☐	☐	☐
Fentress	☐	☐	☐	Roane	☐	☐	☐
Franklin	☐	☐	☐	Robertson	☐	☐	☐
Gibson	☐	☐	☐	Rutherford	☐	☐	☐
Giles	☐	☐	☐	Scott	☐	☐	☐
Grainger	☐	☐	☐	Sequatchie	☐	☐	☐
Greene	☐	☐	☐	Sevier	☐	☐	☐
Grundy	☐	☐	☐	Shelby	☐	☐	☐
Hamblen	☐	☐	☐	Smith	☐	☐	☐
Hamilton	☐	☐	☐	Stewart	☐	☐	☐
Hancock	☐	☐	☐	Sullivan	☐	☐	☐
Hardeman	☐	☐	☐	Davidson	☐	☐	☐
Hardin	☐	☐	☐	Tipton	☐	☐	☐
Hawkins	☐	☐	☐	Trousdale	☐	☐	☐
Haywood	☐	☐	☐	Unicoi	☐	☐	☐
Henderson	☐	☐	☐	Union	☐	☐	☐
Henry	☐	☐	☐	Van Buren	☐	☐	☐
Hickman	☐	☐	☐	Warren	☐	☐	☐
Houston	☐	☐	☐	Washington	☐	☐	☐
Humphreys	☐	☐	☐	Wayne	☐	☐	☐
Jackson	☐	☐	☐	Weakley	☐	☐	☐
Jefferson	☐	☐	☐	White	☐	☐	☐
Johnson	☐	☐	☐	Williamson	☐	☐	☐
Knox	☐	☐	☐	Wilson	☐	☐	☐
Lake	☐	☐	☐				

12. Square Footage and Cost Per Square Footage Chart

Unit/Department	Existing Location	Existing SF	Temporary Location	Proposed Final Location	Proposed Final Square Footage		
					Renovated	New	Total
Imaging	**N/A**	**-0-**	**N/A**	**First Floor**	**-0-**	**2,748**	**2,748**
Unit/Department GSF Sub-Total	**N/A**	**-0-**	**N/A**	**First Floor**	**-0-**	**-0-**	**2,748**
Other GSF Total							
Total GSF	**N/A**	**-0-**	**N/A**	**First Floor**	**-0-**	**$2,748**	**2,748**
*Total Cost					**-0-**	**$549,600**	**$549,600**
**Cost Per Square Foot					**-0-**	**$200.00**	**$200.00**
RESPONSE 1: Cost per square foot above does not include $50.00/RSF tenant improvement allowance. Line A5 on the project cost chart is calculated as follows: $549,600 minus $153,888 ($50* 3,078 RSF) = $395,712. Cost per Square Foot Is Within Which Range *(For quartile ranges, please refer to the Applicant's Toolbox on www.tn.gov/hsda)* **RESPONSE 2**: Data not available for ODCs.					☐ Below 1st Quartile ☐ Between 1st and 2nd Quartile ☐ Between 2nd and 3rd Quartile ☐ Above 3rd Quartile	☐ Below 1st Quartile ☐ Between 1st and 2nd Quartile ☐ Between 2nd and 3rd Quartile ☐ Above 3rd Quartile	☐ Below 1st Quartile ☐ Between 1st and 2nd Quartile ☐ Between 2nd and 3rd Quartile ☐ Above 3rd Quartile

* The Total Construction Cost should equal the Construction Cost reported on line A5 of the Project Cost Chart.

** Cost per Square Foot is the construction cost divided by the square feet. Please do not include contingency costs.

13. MRI, PET, and/or Linear Accelerator

1. Describe the acquisition of any Magnetic Resonance Imaging (MRI) scanner that is adding a MRI scanner in counties with population less than 250,000 or initiation of pediatric MRI in counties with population greater than 250,000 and/or

   RESPONSE: GE 1.5T MRI HDxt

2. Describe the acquisition of any Positron Emission Tomographer (PET) or Linear Accelerator if initiating the service by responding to the following:

   RESPONSE: Not applicable.

A. Complete the chart below for acquired equipment.

☐ Linear Accelerator	Mev _____	Types: ☐ SRS ☐ IMRT ☐ IGRT ☐ Other _____	
	Total Cost*: _____	☐ By Purchase ☐ By Lease Expected Useful Life(yrs) ___	
	☐ New	☐ Refurbished	☐ If not new, how old? (yrs) _____
■ MRI	Tesla: 1.5	Magnet: ☐ Breast ☐ Extremity ☐ Open ☐ Short Bore ☐ Other _____	
	Total Cost*: $475,989	x By Purchase ☐ By Lease Expected Useful Life (yrs) ___	
	☐ New	■ Refurbished	☐ If not new, how old? (yrs) TBD
☐ PET	☐ PET only	☐ PET/CT	☐ PET/MRI
	Total Cost*: _____	☐ By Purchase ☐ By Lease Expected Useful Life (yrs) ___	
	☐ New	☐ Refurbished	☐ If not new, how old? (yrs) _____

* As defined by Agency Rule 0720-9-.01(13)

B. In the case of equipment purchase, include a quote and/or proposal from an equipment vendor. In the case of equipment lease, provide a draft lease or contract that at least includes the term of the lease and the anticipated lease payments along with the fair market value of the equipment.

   RESPONSE: Please see **Attachments, Tab 10.**

C. Compare lease cost of the equipment to its fair market value. Note: Per Agency Rule, the higher cost must be identified in the project cost chart.

   RESPONSE: Not applicable.

D. Schedule of Operations:

Location	Days of Operation (*Sunday through Saturday*)	Hours of Operation (*example: 8 am – 3 pm*)
Fixed Site *(Applicant)*	Monday - Friday	8:00am – 5:00 pm
Mobile Locations *(Applicant)*		
(Name of Other Location)		
(Name of Other Location)		

E. Identify the clinical applications to be provided that apply to the project.

RESPONSE: The fixed MRI unit will be used for the following clinical applications:
- Musculoskeletal imaging,
- Body and breast imaging,
- Cardiac imaging,
- Neuro imaging and
- Vascular imaging.

F. If the equipment has been approved by the FDA within the last five years provide documentation of the same.

RESPONSE: FDA approval is provided with the vendor quotation in **Attachments, Tab 10**.

SECTION B: GENERAL CRITERIA FOR CERTIFICATE OF NEED

In accordance with T.C.A. § 68-11-1609(b), "no Certificate of Need shall be granted unless the action proposed in the application for such Certificate is necessary to provide needed health care in the area to be served, can be economically accomplished and maintained, will provide health care that meets appropriate quality standards, and will contribute to the orderly development of health care." Further standards for guidance are provided in the State Health Plan developed pursuant to T.C.A. § 68-11-1625.

The following questions are listed according to the four criteria: (1) Need, (2) Economic Feasibility, (3) Applicable Quality Standards, and (4) Contribution to the Orderly Development of Health Care. Please respond to each question and provide underlying assumptions, data sources, and methodologies when appropriate. *Please type each question and its response on an 8 1/2" x 11" white paper, single-sided or double sided*. All exhibits and tables must be attached to the end of the application in correct sequence identifying the question(s) to which they refer, unless specified otherwise. ***If a question does not apply to your project, indicate "Not Applicable (NA)."***

QUESTIONS

SECTION B: NEED

A. Provide a response to each criterion and standard in Certificate of Need Categories in the State Health Plan that are applicable to the proposed project. Criteria and standards can be obtained from the Tennessee Health Services and Development Agency or found on the Agency's website at http://www.tn.gov/hsda/article/hsda-criteria-and-standards.

RESPONSE: Under the "*Tennessee Health: Guidelines for Growth,*" there are three sets of criteria applicable to the proposed project:

- Outpatient Diagnostic Centers
- Construction, Renovation, Expansion & Replacement of Health Care Institutions and
- Magnetic Resonance Imaging (MRI).

Each set of criteria is addressed below.

OUTPATIENT DIAGNOSTIC CENTERS

1. **The need for outpatient diagnostic services shall be determined on a county by county basis (with data presented for contiguous counties for comparative purposes) and should be projected four years into the future using available population figures.**

   RESPONSE: *See the sections below, describing the need for the MRI and CT services which will be offered in the ODC proposed by MTI. Both the need methodologies and the results are provided on a county by county basis, for 2017 (base year) and 2022 (horizon year).*

   The proposed MTI-Antioch ODC is projected to serve MTI's existing patients from three zip codes in Davidson County and Rutherford County. These zip codes include: 37013 Antioch, 37086 La Vergne, and 37217 Nashboro Village and Smith Springs.

   As documented later in this application, Davidson County providers of MRI and CT services have experienced growth in utilization over the past three reporting years and are operating at high effective capacities. Demand for ODC MRI and CT services is expected to grow as the service area population increases and reimbursement plans continue to shift a greater portion of healthcare costs to the patient. ODCs are not reimbursed at higher hospital outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

   Furthermore, both the Saint Thomas Medical Partners - Antioch Care Center and MTI's Antioch imaging site were selected to deliver patient care closer to where patients live in an integrated, full-service setting. Davidson County and Rutherford County are in high growth areas in metropolitan Nashville. Traffic in and around the geographical service area is a growing concern, causing additional access issues to existing providers.

2. **Approval of additional outpatient diagnostic services will be made only when it is demonstrated that existing services in the applicant's geographical service area are not adequate and/or there are special circumstances that require additional services.**

   RESPONSE: *See the sections, below, describing the need for the MRI and CT services which will be offered in the ODC proposed by MTI. Both the need methodologies and the results are provided on a county by county basis, for 2017 and 2022.*

3. **Any special needs and circumstances:**

   a. **The needs of both medical and outpatient diagnostic facilities and services must be analyzed.**

      RESPONSE: *See the sections, below, describing the need for the MRI and CT services which will be offered in the ODC proposed by MTI.*

      Other than a physician office MRI, that is located within The Pain Management Group, P.C. to serve its own patients, there are no MRIs within the proposed service area zip codes.

      In 2016 there were 47 fixed MRI's in Davidson County, and 11 fixed MRI's in Rutherford County. In 2016 the 47 fixed MRIs in Davidson County provided a total of 142,897 procedures, an average of 3,040 procedures per MRI, representing a 84.5% utilization rate. The 11 fixed MRIs in Rutherford County provided a total of 31,918 procedures, which is an average of 2,901 procedures per MRI representing a 80.6% utilization rate.

Davidson County and Rutherford County providers of MRI and CT services have experienced growth in utilization over the past three reporting years and are operating at high effective capacities. Demand for ODC MRI and CT services is expected to grow as the service area population increases and reimbursement plans continue to shift a greater portion of healthcare costs to the patient. ODCs are not reimbursed at higher hospital outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

b. Other special needs and circumstances, which might be pertinent, must be analyzed.

RESPONSE: *See the sections, below, describing the need for the MRI and CT services which will be offered in the ODC proposed by MTI. The special needs and circumstances include high utilization of existing providers, rapid population growth and increased traffic levels which adversely impact patient access to lower cost ODC services compared to higher cost hospital outpatient department (HOPD) rates.*

c. The applicant must provide evidence that the proposed diagnostic outpatient services will meet the needs of the potential clientele to be served.

1. The applicant must demonstrate how emergencies within the outpatient diagnostic facility will be managed in conformity with accepted medical practice.

RESPONSE: *Emergencies in outpatient imaging ODCs are extremely rare. As with MTI's existing ODC operations, physicians and technologists will be trained to handle emergency situations. A crash cart, stocked with appropriate emergency equipment and medications, will be maintained at all times. Hospital transfer agreements will be maintained with Saint Thomas Health, as shown in* ***Attachments, Tab 11****. Upon facility opening, additional hospital transfer agreements will be obtained.*

2. The applicant must establish protocols that will assure that all clinical procedures performed are medically necessary and will not unnecessarily duplicate other services.

Response: *As an existing ODC provider of MRI and CT services, existing MTI policies regarding medical necessity and medical appropriateness will be maintained.*

CONSTRUCTION, RENOVATION, EXPANSION & REPLACEMENT OF HEALTH CARE INSTITUTIONS

1. Any project that includes the addition of beds, services, or medical equipment will be reviewed under the standards for those specific activities.

RESPONSE: *MTI acknowledges this statement and has provided responses to the MRI guidelines.*

2. For relocation or replacement of an existing licensed health care institution:

a. The applicant should provide plans which include costs for both renovation and relocation, demonstrating the strengths and weaknesses of each alternative.

b. The applicant should demonstrate that there is an acceptable existing or projected future demand for the proposed project.

RESPONSE: *Not applicable. The MTI project does not include the relocation or replacement of an existing licensed health care institution.*

3. For renovation or expansions of an existing licensed health care institution:

a. The applicant should demonstrate that there is an acceptable existing demand for the proposed project.

RESPONSE: *See the sections, below, describing the need for the MRI and CT services which will be offered in the ODC proposed by MTI.*

The proposed MTI-Antioch ODC is projected to serve MTI's existing patients from three zip codes in Davidson County and Rutherford County. These zip codes include: 37013 Antioch, 37086 La Vergne, and 37217 Nashboro Village and Smith Springs.

Davidson County providers of MRI and CT services have experienced growth in utilization over the past three reporting years and are operating at high effective capacities. Demand for ODC MRI and CT services is expected to grow as the service area population increases and reimbursement plans continue to shift a greater portion of healthcare costs to the patient. ODCs are not reimbursed at higher hospital outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

Furthermore, both the Saint Thomas Medical Partners - Antioch Care Center and MTI's Antioch imaging site were selected to deliver patient care closer to where patients live in an integrated, full-service setting. The proposed service area is in a high growth area in southeast Nashville. Traffic in and around the proposed service area is a growing concern, causing additional access issues to existing providers.

b. The applicant should demonstrate that the existing physical plant's condition warrants major renovation or expansion.

Response: *The proposed MRI and CT space is "first generation" space in a newly completed medical office building. In other words, it has never been finished or built out for tenant occupancy.*

MAGNETIC RESONANCE IMAGING (MRI)

1. Utilization Standards for non-Specialty MRI Units.

a. An applicant proposing a new non-Specialty stationary MRI service should project a minimum of at least 2160 MRI procedures in the first year of service, building to a minimum of 2520 procedures per year by the second year of service, and building to a minimum of 2880 procedures per year by the third year of service and for every year thereafter.

RESPONSE: MTI-Antioch is projected to meet each of these criteria. Please see the text following this section for narrative with calculations and exhibits.

b. Providers proposing a new non-Specialty mobile MRI service should project a minimum of at least 360 mobile MRI procedures in the first year of service per day of operation per week, building to an annual minimum of 420 procedures per day of operation per week by the second year of service, and building to a minimum of 480 procedures per day of operation per week by the third year of service and for every year thereafter.

RESPONSE: Not applicable. MTI is not seeking a new non-Specialty mobile MRI service.

c. An exception to the standard number of procedures may occur as new or improved technology and equipment or new diagnostic applications for MRI units are developed. An applicant must demonstrate that the proposed unit offers a unique and necessary technology for the provision of health care services in the Service Area.

RESPONSE: Not applicable. MTI is not seeking an exception.

d. Mobile MRI units shall not be subject to the need standard in paragraph 1 b if fewer than 150 days of service per year are provided at a given location. However, the applicant must demonstrate that existing services in the applicant's Service Area are not adequate and/or that there are special circumstances that require these additional services.

RESPONSE: Not applicable. MTI is not proposing a mobile MRI unit.

e. Hybrid MRI Units. The HSDA may evaluate a CON application for an MRI "hybrid" Unit (an MRI Unit that is combined/utilized with another medical equipment such as a megavoltage radiation therapy unit or a positron emission tomography unit) based on the primary purposes of the Unit.

RESPONSE: Not applicable. MTI is not proposing a hybrid MRI unit.

2. Access to MRI Units. All applicants for any proposed new MRI Unit should document that the proposed location is accessible to approximately 95 percent of the Service Area's population. Applications that include non-Tennessee counties in their proposed Service Areas should provide evidence of the number of existing MRI units that service the non-Tennessee counties and the impact on MRI unit utilization in the non-Tennessee counties, including the specific location of those units located in the non-Tennessee counties, their utilization rates, and their capacity (if that data are available).

RESPONSE: MTI-Antioch is projected to meet this criterion. The proposed MTI-Antioch ODC is projected to serve MTI's existing patients from three zip codes in Davidson County and Rutherford County. These zip codes include: 37013 Antioch, 37086 La Vergne, and 37217 Nashboro Village and Smith Springs. The proposed location is accessible to approximately 95 percent of the Service

Area's population. No non-Tennessee counties are included. Please see the text following this section for narrative with calculations and exhibits.

3. **Economic Efficiencies. All applicants for any proposed new MRI Unit should document that alternate shared services and lower cost technology applications have been investigated and found less advantageous in terms of accessibility, availability, continuity, cost, and quality of care.**

   RESPONSE: MTI-Antioch provides lower cost technologies. The proposed MRI (and CT) unit will supplement these other technologies. At a cost of only $475,989, MTI's proposed 1.5T GE MRI unit represents very affordable and high quality technology.

4. **Need Standard for non-Specialty MRI Units.**

   A need likely exists for one additional non-Specialty MRI unit in a Service Area when the combined average utilization of existing MRI service providers is at or above 80% of the total capacity of 3600 procedures, or 2880 procedures, during the most recent twelve month period reflected in the provider medical equipment report maintained by the HSDA. The total capacity per MRI unit is based upon the following formula:

   Stationary MRI Units: 1.20 procedures per hour x twelve hours per day x 5 days per week x 50 weeks per year = 3,600 procedures per year

   Mobile MRI Units: Twelve (12) procedures per day x days per week in operation x 50 weeks per year. For each day of operation per week, the optimal efficiency is 480 procedures per year, or 80 percent of the total capacity of 600 procedures per year.

   RESPONSE: MRI providers in Davidson County and Rutherford County exceed this criterion. In 2016 there were 47 fixed MRI's in Davidson County, and 11 fixed MRI's in Rutherford County. In 2016 the 47 fixed MRIs in Davidson County provided a total of 142,897 procedures, an average of 3,040 procedures per MRI, representing a 84.5% utilization rate. The 11 fixed MRIs in Rutherford County provided a total of 31,918 procedures, which is an average of 2,901 procedures per MRI representing a 80.6% utilization rate.

   Need Standards for Specialty MRI Units.

   RESPONSE: Not applicable. This project does not involve any Specialty MRI Units.

5. **Separate Inventories for Specialty MRI Units and non-Specialty MRI Units. If data availability permits, Breast, Extremity, and Multi-position MRI Units shall not be counted in the inventory of non-Specialty fixed or mobile MRI Units, and an inventory for each category of Specialty MRI Unit shall be counted and maintained separately. None of the Specialty MRI Units may be replaced with non-Specialty MRI fixed or mobile MRI Units and a Certificate of Need granted for any of these Specialty MRI Units shall have included on its face a statement to that effect. A non-Specialty fixed or mobile MRI Unit for which a CON is granted for Specialty MRI Unit purpose use-only shall be counted in the specific Specialty MRI Unit inventory and shall also have stated on the face of its Certificate of Need that it may not be used for non-Specialty MRI purposes.**

   RESPONSE: Historical MRI utilization is provided in the text following this section, with calculations and exhibits.

7. **Patient Safety and Quality of Care. The applicant shall provide evidence that any proposed MRI Unit is safe and effective for its proposed use.**

   a. **The United States Food and Drug Administration (FDA) must certify the proposed MRI Unit for clinical use.**

      RESPONSE: Documentation of FDA approval for the GE 1.5T MRI unit is provided at ***Attachments, Tab 10****.*

   b. **The applicant should demonstrate that the proposed MRI Procedures will be offered in a physical environment that conforms to applicable federal standards, manufacturer's specifications, and licensing agencies' requirements.**

      RESPONSE: Documentation from the contractor confirming compliance with applicable codes and licensing regulations is provided at ***Attachments, Tab 16****.*

   c. **The applicant should demonstrate how emergencies within the MRI Unit facility will be managed in conformity with accepted medical practice.**

      RESPONSE: Emergencies in outpatient imaging ODCs are extremely rare. As with MTI's existing ODC operations, physicians and technologists will be trained to handle emergency situations. A crash cart, stocked with appropriate emergency equipment and medications, will be maintained at all times. Hospital transfer agreements will be maintained with Saint Thomas Health, as shown in ***Attachments, Tab 11****. Upon facility opening, additional hospital transfer agreements will be obtained.*

   d. **The applicant should establish protocols that assure that all MRI Procedures performed are medically necessary and will not unnecessarily duplicate other services.**

      RESPONSE: As a new imaging center, MTI-Antioch will implement policies in effect at other MTI imaging centers regarding medical necessity and medical appropriateness.

   e. **An applicant proposing to acquire any MRI Unit or institute any MRI service, including Dedicated Breast and Extremity MRI Units, shall demonstrate that it meets or is prepared to meet the staffing recommendations and requirements set forth by the American College of Radiology, including staff education and training programs.**

      RESPONSE: MTI commits to establish and maintain accreditation following installation of the MRI machine, including staffing recommendations and requirements, and staff education and training programs.

   f. **All applicants shall commit to obtain accreditation from the Joint Commission, the American College of Radiology, or a comparable accreditation authority for MRI within two years following operation of the proposed MRI Unit.**

      RESPONSE: MTI-Antioch commits to full accreditation by the American College of Radiology within two years, and shall be maintained continuously thereafter.

   g. **All applicants should seek and document emergency transfer agreements with local area hospitals, as appropriate. An applicant's arrangements with its physician medical director must specify that said physician be an active member of the subject transfer agreement hospital medical staff.**

***Response**: Emergencies in outpatient imaging ODCs are extremely rare. As with MTI's existing ODC operations, physicians and technologists will be trained to handle emergency situations. A crash cart, stocked with appropriate emergency equipment and medications, will be maintained at all times. Hospital transfer agreements will be maintained with Saint Thomas Health, as shown in **Attachments, Tab 11**. Upon facility opening, additional hospital transfer agreements will be obtained. Radiologist CVs are provided at **Attachment Tab 12**. The medical director will be an active member of the subject transfer agreement hospital medical staff.*

8. **The applicant should provide assurances that it will submit data in a timely fashion as requested by the HSDA to maintain the HSDA Equipment Registry.**

   ***Response**: The applicant will submit data in a timely fashion as requested by the HSDA to maintain the HSDA Equipment Registry.*

9. **In light of Rule 0720-11.01, which lists the factors concerning need on which an application may be evaluated, and Principle No. 2 in the State Health Plan, "Every citizen should have reasonable access to health care," the HSDA may decide to give special consideration to an applicant:**

   a. **Who is offering the service in a medically underserved area as designated by the United States Health Resources and Services Administration;**

      ***Response:** This project does not qualify for special consideration under this criterion.*

   b. **Who is a "safety net hospital" or a "children's hospital" as defined by the Bureau of TennCare Essential Access Hospital payment program; or**

      ***Response:** This project does not qualify for special consideration under this criterion.*

   c. **Who provides a written commitment of intention to contract with at least one TennCare MCO and, if providing adult services, to participate in the Medicare program; or**

      ***Response**: This project qualifies for special consideration under this criterion. The applicant contracts with four TennCare MCOs and participates in the Medicare program.*

   d. **Who is proposing to use the MRI unit for patients that typically require longer preparation and scanning times (e.g., pediatric, special needs, sedated, and contrast agent use patients). The applicant shall provide in its application information supporting the additional time required per scan and the impact on the need standard.**

      ***Response:** This project does not qualify for special consideration under this criterion.*

MRI Need Methodology and Results

Background

Later this year, Saint Thomas Health plans to open a new primary care center in a newly constructed medical office building at 3754 Murfreesboro Pike in Antioch, Tennessee (Davidson County). The Saint Thomas Medical Partners - Antioch Care Center and the proposed MTI-Antioch imaging service within this location were selected to deliver patient care closer to where patients live. The proposed service area is a high growth area in southeast metropolitan Nashville (Davidson County). This area has lower annual incomes and is an populated, but underserved area. Traffic in and around the service area is a growing concern, causing access issues to providers outside the service area.

Saint Thomas Medical Partners - Antioch Care Center will offer a number of important health services to the community including:

- Primary Care
- Physical Therapy
- Laboratory Services
- ExpressCare, a Walk-in and Same-Day Appointment Clinic
- Extended Hours, including evenings and Saturdays

To support these providers and their patients, as well as other physicians and residents of the community, MTI will provide imaging services for Saint Thomas Medical Partners - Antioch Care Center, including CON-exempt x-ray, mammography and ultrasound services. MTI is proposing to develop a new ODC which will provide onsite MRI and CT services.

A total of 3,078 rentable square feet will be devoted to the MTI-Antioch imaging center within the Saint Thomas Medical Partners - Antioch Care Center. MTI estimates the total cost for this project to be $3,558,788.

MTI's Nearest Existing Imaging Services

The proposed MTI-Antioch ODC is projected to serve MTI's existing patients from three zip codes in Davidson County and Rutherford County. MTI has imaging centers that surround the intended service area, but none of the existing centers are close enough to be convenient for the patient population in the service area given the congestive traffic conditions in and around the service area, especially during peak times. MTI's closest imaging center is in Smyrna, which is 7.3 miles away. Other MTI imaging centers in the surrounding area include MTI's Hermitage center which is 12.2 miles away from the new center, MTI's Mt. Juliet center which is 11.3 miles away from the new center, and MTI's Lennox Village Center which is 9.2 miles away from the new center location. Additionally, the Lennox Village Center does not offer MRI or CT imaging services.

MTI-Antioch Service Area Imaging Patients

Based on existing referral patterns to MTI facilities in the greater Nashville area, the service area for the proposed MTI-Antioch ODC is three zip codes in Davidson County and Rutherford County, which are: 37013 Antioch, 37086 La Vergne, and 37217 Nashboro Village and Smith Springs. Please see **Attachments, Tab 9** for a map of the zip codes and **Attachments, Tab 13** for a map of the service area counties.

Within these three zip codes, MTI already served the following numbers of imaging patient procedures in 2017:

- MRI – 3,646
- CT – 2,910
- X-Ray – 7,287
- Mammography – 2,594

- Ultrasound – 5,989

MTI-Antioch patients will be generated from the redirection of existing MTI patients within the existing MTI network of facilities. Rather than traveling longer distances to other locations, patients from the proximate zip codes within Davidson County and Rutherford County are expected and encouraged to receive the full range of imaging services from this new location in Antioch.

Service Area Population Growth

MTI-Antioch's service area has an estimated 2017 population of 156,481. From 2017 to 2022, the overall service area will grow by approximately 13,484 residents, an 8.6 percent growth rate, reaching 169,965 total residents. Please see the following analysis.

Projected 2017-2022 Total Population Growth

ZIP Code	City	Total Population		Growth
		2017	2022	
37013	Antioch	89,154	97,573	9.4%
37086	La Vergne	34,704	37,606	8.4%
37217	Nashboro Village/Smith Springs	32,623	34,786	6.6%
	TOTAL	**156,481**	**169,965**	**8.6%**

Source: ESRI

The adult population (25 years of age and older) in the service area is growing at a similar rate to the total population. Although MTI offers imaging services to all age groups, more imaging is offered to the adult population.

Projected 2017-2022 Age 25+ Population

ZIP Code	City	Age 25+ Population		Growth
		2017	2022	
37013	Antioch	57,237	61,959	8.2%
37086	La Vergne	21,559	23,579	9.4%
37217	Nashboro Village/Smith Springs	21,433	22,576	5.3%
	TOTAL	**100,221**	**108,114**	**7.9%**

Source: ESRI

These tables will be used to project observed patient volumes of MTI facilities in the greater Nashville area for the MTI-Antioch site. For Certificate of Need purposes, current year population is 2018 and the Horizon Year for this proposed project is 2022. Data for these years are presented elsewhere in this CON application, and under **Attachments, Tab 14,** Population Table for Section B, Need, D(1)(b).

MTI-Antioch Utilization Projections

MTI-Antioch projects, based on conservative assumptions, that its volumes will meet HDSA's volume guidelines for new MRI units. The following exhibit profiles MTI-Antioch's historical and projected volume assumptions based on population growth alone:

MTI Imaging Centers: MRI Procedures by Patient Zip Code, 2017-2022

ZIP Code	City	Actual CY2017	Pop. Growth	Projected CY2022
37013	Antioch	1,895	9.4%	2,073
37086	La Vergne	1,093	8.4%	1,185
37217	Nashboro Village/Smith Springs	658	6.6%	701
	TOTAL	**3,646**		**3,959**

Sources: 2017 MTI records; 2022 projections incorporate ESRI zip-level total (all ages) population growth

The preceding table shows actual MRI procedures performed by MTI imaging centers on patients from these three service area zip codes. The Projected 2022 procedures are derived through population growth forecasted for each zip code for the total population (all ages).

Through population projections for the service area and internal MTI redirection rates, MTI-Antioch will be able to achieve the following volumes for 2019-2022 (project Years 1-4, respectively):

MTI-Antioch MRI Procedure Projections

Service Area	Base 2017	Interim 2018	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)
MTI Procedures – with Svc Area Pop Growth	3,646	3,709	3,771	3,834	3,897	3,959
Internal Redirection Rate			68%	71%	75%	78%
TOTAL, MTI-Antioch			**2,552**	**2,735**	**2,917**	**3,099**

Note: MTI annual procedures are interpolated from preceding table

MTI-Antioch achieves its MRI procedures from:

- existing MTI patient referral patterns,
- patient redirections from existing MTI imaging centers to this more convenient site, and
- service area population growth using the growth rates from the total population (all ages).

MTI-Antioch does not rely upon the following additional factors:

- redirecting patients from other area imaging providers, or
- increased referrals from provides at the
- performing studies on patients who reside outside the three zip service area.

In fact, MTI-Antioch's Calendar Year 2022 MRI procedure projection is still 860 procedures less (15 percent less) than what all MTI facilities served from the three zip codes in 2017.

Area MRI Provider Utilization Projections

Since MTI-Antioch is projected to serve fewer MRI patients than MTI facilities served in 2017, it cannot have an adverse impact on other service area MRI providers. In fact, service area population growth is sufficient for existing and underutilized MRI providers to achieve higher volumes as well.

Historical Utilization: Existing MRI Providers in Service Area

Provider	Units	CY 2014	CY 2015	CY 2016	Growth	2016 Capacity
The Pain Management Group, P.C.	1	2,306	1,878	3,680	68%	0%
TOTAL	**1**	**2,306**	**1,878**	**3,680**	**68%**	**0%**

Source: Medical Equipment Registry: www.tn.gov; Notes: Fixed MRI capacity = 3,600 procedures. For mobile units, capacity = 600 procedures, or 1/6. Overall capacity is based on 5.34 fixed MRI units.

The MRI providers within the three zip code service area operated at 102% percent of effective capacity in 2016, the most recent reporting year.

The MRI volumes for the proposed project is based on the redirection of existing utilization at other MTI imaging centers to MTI-Antioch on the basis of improved access, better continuity of patient care and greater convenience for the patient. The service area population is projected to grow by 8.6 percent through 2022, and the adult (age 25+) population by 7.9 percent. Demand for the services of

Davidson County and Rutherford County MRI providers has increased over the past three reporting years and can be expected to continue to increase over the next five years.

CT Need Methodology and Results

Background

There are no specific guidelines for CT services in the State Health Plan. However, the need for CT services at MTI-Antioch is very similar to the methodology presented for MRI services.

MTI-Antioch Utilization Projections

The following exhibit profiles MTI-Antioch's historical and projected volume assumptions based on population growth alone:

MTI Imaging Centers: CT Procedures by Patient Zip Code, 2017-2022

ZIP Code	City	Actual CY2017	Pop. Growth	Projected CY2022
37013	Antioch	1,528	9.4%	1,672
37086	La Vergne	781	8.4%	847
37217	Nashboro Village/Smith Springs	601	6.6%	640
	TOTAL	**2,910**	**8.6%**	**3,159**

Sources: 2017 MTI records; 2022 projections incorporate ESRI zip-level total (all ages) population growth

The preceding table shows actual CT procedures performed by MTI imaging centers on patients from these three service area zip codes. The Projected 2022 procedures are derived through population growth forecasted for each zip code for the total population (all ages).

Through population projections for the service area and internal MTI redirection rates, MTI-Antioch will be able to achieve the following volumes for 2019-2022 (project Years 1-4, respectively):

MTI-Antioch CT Procedure Projections

Service Area	Base 2017	Interim 2018	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)
MTI Procedures – with Svc Area Pop Growth	2,910	2,960	3,010	3,060	3,110	3,160
Internal Redirection Rate			68%	71%	75%	78%
TOTAL, MTI-Antioch			**2,037**	**2,183**	**2,328**	**2,474**

Note: MTI annual procedures are interpolated from preceding table

MTI-Antioch achieves its CT procedures from:

- existing MTI patient referral patterns,
- patient redirections from existing MTI imaging centers to this more convenient site, and
- service area population growth using the growth rates from the total population (all ages).

MTI-Antioch does not rely upon the following additional factors:

- redirecting patients from other area imaging providers
- Increased referrals from the Saint Thomas Medical Partners - Antioch Care Center
- Referrals from outside the three zip code service area.

In fact, MTI-Antioch's 2022 CT procedure projection is still 434 procedures less (15 percent less) than what all MTI facilities served from the three zip codes in the proposed service area in 2017.

Area MRI Provider Utilization Projections

Since MTI-Antioch is projected to serve fewer CT patients than MTI facilities served in 2017, it cannot have an adverse impact on other service area CT providers. In fact, service area population growth is sufficient for existing and underutilized CT providers to achieve higher volumes as well.

MTI-Antioch obtains its CT procedures from existing referral patterns and patient redirections from existing MTI imaging centers to this more convenient site. The impact of the proposed project on existing CT providers is minimal.

Historical Utilization: Existing CT Providers in Service Area

Provider	Units	CY 2014	CY 2015	CY 2016	Growth	2016 Capacity
The Pain Management Group	1	2,266	2,131	1,822	-20%	30%
TOTAL	**1**	**2,266**	**2,131**	**1,822**	**-20%**	**30%**

Source: Medical Equipment Registry: wwwtn.gov; Capacity = 6,000 px per unit.

Based on the most recent year of data, there is one CT unit in the three zip code area. It is at the Pain Management Group, P.C., a physician office who only serves its own patients. In 2016, this CT unit accounted for 2,266 procedures. Using a typical industry capacity guideline of 6,000 procedures per unit, this CT scanner operated at 30% percent capacity.

MTI does not expect that its Antioch CT service will have an adverse impact on any existing unit.

The CT volumes for the proposed project is based on the redirection of existing utilization at other MTI imaging centers to MTI-Antioch on the basis of improved access, better continuity of patient care and greater convenience for the patient. The service area population is projected to grow by 8.6 percent through 2022, and the adult (age 25+) population by 7.9 percent. Demand for the services of Davidson

County CT providers has increased over the past three reporting years and can be expected to continue to increase over the next five years.

MRI & CT Summary and Conclusions

In summary, MTI's proposal to develop an ODC and establish MRI and CT services at the MTI-Antioch site will have a positive impact on the delivery of high tech imaging services for the residents of Davidson County and Rutherford County and the three zip code service area. MTI's project will increase the availability of MRI and CT services as well as improve access to these services for existing MTI imaging patients. MTI will be able to achieve sufficient volumes to meet HDSA's guidelines by redirecting a portion of its existing patient population MTI-Antioch. In addition, strong population growth that has been projected for the service area will also result in no adverse impact on other providers.

CON-Exempt Imaging Services

Though exact calculations are not provided for CON-exempt x-ray, mammography and ultrasound services at the Saint Thomas Medical Partners - Antioch Care Center, the methodology used is similar to the approach taken for MRI and CT.

B. Describe the relationship of this project to the applicant facility's long-range development plans, if any, and how it relates to related previously approved projects of the applicant.

RESPONSE: MTI's long-range plan is to assure the availability in Middle Tennessee of cost-effective outpatient imaging services in patient-friendly, dedicated facilities. MTI believes that a network of such facilities operated and managed in a coordinated fashion will result in the optimum use of resources and will be a key component in future models of health care that contemplate broad provider integration. MTI works with Saint Thomas Health and the Saint Thomas medical group to provide patient care close to home and in a lower cost setting (compared to a hospital) when practical.

This project is also consistent with the Five Principles for Achieving Better Health as articulated in the State Health Plan.

1. Healthy Lives. This project will improve the health of Tennesseans by expanding access to MRI and CT services.
2. Access to Care. This project will improve access to MRI and CT services in a high population growth area with increasing traffic problems.
3. Economic Efficiencies. At a cost of only $475,989, MTI's proposed 1.5T GE MRI unit represents very affordable and high quality technology. Similarly, MTI's 16-slice CT scanner is a very affordable $205,000.
4. Quality of Care. MTI's proposed 1.5T GE MRI unit and 16-slice GE CT unit represent very affordable and high quality technology.
5. Health Care Workforce. Only six FTEs (four clinical) are needed to implement the project.

C. Identify the proposed service area and justify the reasonableness of that proposed area. Submit a county level map for the Tennessee portion of the service area using the map on the following page, clearly marked to reflect the service area as it relates to meeting the requirements for CON criteria and standards that may apply to the project. Please include a discussion of the inclusion of counties in the border states, if applicable.

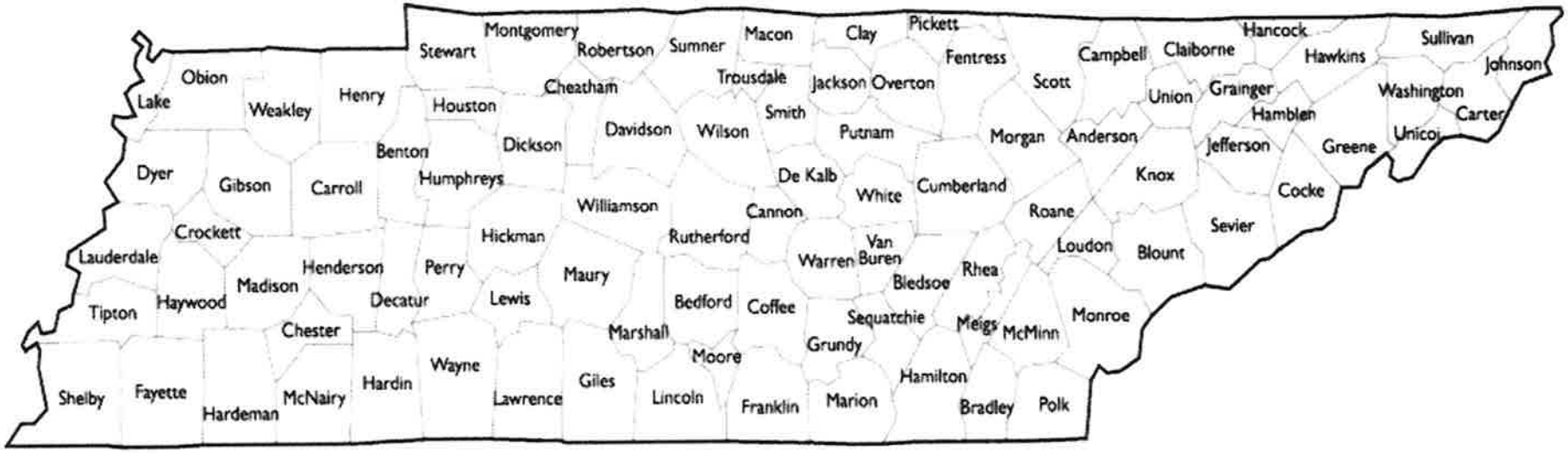
Please complete the following tables, if applicable:

Service Area Counties	Historical Utilization-County Residents	% of total procedures
County #1	**Not Applicable**	
County #2		
Etc.		
Total		100%

Service Area Counties	Projected Utilization-MRI and CT (Year 2)	% of total procedures
Davidson	3,512	71.4%
Rutherford	1,406	28.6%
Other	-	-
Total	4,918	100%

RESPONSE: MTI-Antioch's service area for this project is three zip codes in Davidson County. This area represents approximately 95 percent of MTI-Antioch's MRI and CT procedures. See the service area map in **Attachments, Tab 9 and Tab 13.**

County Level Map



D. 1). a) Describe the demographics of the population to be served by the proposal.

RESPONSE: MTI-Antioch's service area has an estimated 2017 population of 167,452. From 2017 to 2022, the overall service area will grow by approximately 14,527 residents, an 8.7 percent growth rate, reaching 181,979 total residents. Please see the following analysis.

Projected 2017-2022 Total Population Growth

ZIP Code	City	Total Population		Growth
		2017	2022	
37013	Antioch	89,154	97,573	9.4%
37086	La Vergne	34,704	37,606	8.4%
37217	Nashboro Village/Smith Springs	32,623	34,786	6.6%
	TOTAL	**156,481**	**169,965**	**8.6%**

Source: ESRI.

The adult population (25 years of age and older) in the service area is growing at a similar rate to the total population. Although MTI offers imaging services to all ages, more imaging is performed on the adult population.

Projected 2017-2022 Age 25+ Population

ZIP Code	City	Age 25+ Population		Growth
		2017	2022	
37013	Antioch	57,237	61,959	37013
37086	La Vergne	21,559	23,579	37086
37217	Nashboro Village/Smith Springs	21,433	22,576	37217
	TOTAL	**100,221**	**108,114**	

Source: ESRI.

These tables have been used to project observed patient volumes of MTI facilities in the greater Nashville area for the MTI-Antioch site. For Certificate of Need purposes, current year population is 2018 and the Horizon Year for this proposed project is 2022. Total Population and Age 25+ population data for these years are presented in **Attachments, Tab 14**, Population Table form for Section B, Need, D(1)(b).

b) Using current and projected population data from the Department of Health, the most recent enrollee data from the Bureau of TennCare, and demographic information from the US Census Bureau, complete the following table and include data for each county in your proposed service area.

Projected Population Data: http://www.tn.gov/health/article/statistics-population

TennCare Enrollment Data: http://www.tn.gov/tenncare/topic/enrollment-data

Census Bureau Fact Finder: http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml

	Department of Health/Health Statistics	Bureau of the Census	TennCare

Demographic Variable/Geographic Area	Total Population-Current Year	Total Population-Projected Year	Total Population-% Change	*Target Population-Current Year	*Target Population-Project Year	*Target Population-% Change	Target Population Projected Year as % of Total	Median Age	Median Household Income	Person Below Poverty Level	Person Below Poverty Level as %	TennCare Enrollees	TennCare Enrollees as % of Total
County A													
County B, etc.													
Service Area Total													
State of TN Total													

** Target Population is population that project will primarily serve. For example, nursing home, home health agency, hospice agency projects typically primarily serve the Age 65+ population; projects for child and adolescent psychiatric services will serve the Population Ages 0-19. Projected Year is defined in select service-specific criteria and standards. If Projected Year is not defined, default should be four years from current year, e.g., if Current Year is 2016, then default Projected Year is 2020.*

RESPONSE: Please see **Attachments, Tab 14** to view the completed table.

2) Describe the special needs of the service area population, including health disparities, the accessibility to consumers, particularly the elderly, women, racial and ethnic minorities, and low-income groups. Document how the business plans of the facility will take into consideration the special needs of the service area population.

RESPONSE: MTI provides services without regard to gender, race, socio-economic status, or ability to pay, and participates in the Medicare and TennCare programs. See **Attachments, Tab 15** for Financial Assistance and Non-Discrimination Policies of Saint Thomas Health.

E. Describe the existing and approved but unimplemented services of similar healthcare providers in the service area. Include utilization and/or occupancy trends for each of the most recent three years of data available for this type of project. List each provider and its utilization and/or occupancy individually. Inpatient bed projects must include the following data: Admissions or discharges, patient days, average length of stay, and occupancy. Other projects should use the most appropriate measures, e.g., cases, procedures, visits, admissions, etc. This doesn't apply to projects that are solely relocating a service.

RESPONSE: See need section, above, for detailed MRI and CT utilization rates.

F. Provide applicable utilization and/or occupancy statistics for your institution for each of the past three years and the projected annual utilization for each of the two years following completion of the project. Additionally, provide the details regarding the methodology used to project utilization. The methodology **must include** detailed calculations or documentation from referral sources, and identification of all assumptions.

RESPONSE: The proposed project is for a new facility in Antioch, TN. Therefore, there are no historical utilization statistics for this facility. As described fully in the need section, above, MTI-Antioch is projected to serve MTI's existing patients from three zip codes in Davidson County and Rutherford County. By redirecting only a portion of these existing patients to MTI-Antioch, 2,552 MRI procedures are projected in Year 1 and 2,735 in Year 2. With a capacity of 3,600 procedures per MRI unit per year, this equates to 71% percent utilization ion Year 1 and 76% percent in Year 2.

By redirecting an even smaller portion of existing CT patients to MTI-Antioch, 2,037 CT procedures are projected in Year 1 and 2,183 in Year 2.

SECTION B: ECONOMIC FEASIBILITY

A. Provide the cost of the project by completing the Project Costs Chart on the following page. Justify the cost of the project.

1. All projects should have a project cost of at least $15,000 (the minimum CON Filing Fee). (See Application Instructions for Filing Fee)
2. The cost of any lease (building, land, and/or equipment) should be based on fair market value or the total amount of the lease payments over the initial term of the lease, whichever is greater. Note: This applies to all equipment leases including by procedure or "per click" arrangements. The methodology used to determine the total lease cost for a "per click" arrangement must include, at a minimum, the projected procedures, the "per click" rate and the term of the lease.
3. The cost for fixed and moveable equipment includes, but is not necessarily limited to, maintenance agreements covering the expected useful life of the equipment; federal, state, and local taxes and other government assessments; and installation charges, excluding capital expenditures for physical plant renovation or in-wall shielding, which should be included under construction costs or incorporated in a facility lease.
4. Complete the Square Footage Chart on page 8 and provide the documentation. Please note the Total Construction Cost reported on line 5 of the Project Cost Chart should equal the Total Construction Cost reported on the Square Footage Chart.
5. For projects that include new construction, modification, and/or renovation—**documentation must be** provided from a licensed architect or construction professional that support the estimated construction costs. Provide a letter that includes the following:

   a) A general description of the project;

   b) An estimate of the cost to construct the project;

   c) A description of the status of the site's suitability for the proposed project; and

   d) Attesting the physical environment will conform to applicable federal standards, manufacturer's specifications and licensing agencies' requirements including the AIA Guidelines for Design and Construction of Hospital and Health Care Facilities in current use by the licensing authority.

RESPONSE: Project costs include space lease costs with rate escalations for 3,078 rentable square feet over the initial 10-year term. The MRI and CT equipment will be purchased used, as opposed to new. The specific pieces of equipment will depend upon the available inventory after Agency approval. There are no service contract costs anticipated. Per MTI policy, all maintenance required will be funded through operations as needed.

Please see the vendor quotations for the equipment to be purchased in **Attachments, Tab 10**.

Please see **Attachments, Tab 16** for the attestation letter supporting the construction costs.

PROJECT COST CHART

A.	**Construction and equipment acquired by purchase:**	
1.	Architectural and Engineering Fees	$ 100,000.00
2.	Legal, Administrative (Excluding CON Filing Fee), Consultant Fees	100,000.00
3.	Acquisition of Site	-
4.	Preparation of Site	-
5.	Total Construction Costs	395,711.99
6.	Contingency Fund	-
7.	Fixed Equipment (Not included in Construction Contract)	-
8.	Moveable Equipment (List all equipment over $50,000 as separate attachments)	1,134,589.45
9.	Other (Specify) Furniture	50,000.00
B.	**Acquisition by gift, donation, or lease:**	
1.	Facility (inclusive of building and land)	1,310,475.63
2.	Building only	-
3.	Land only	-
4.	Equipment (Specify) N/A.	
5.	Other (Specify) N/A.	
C.	**Financing Costs and Fees:**	
1.	Interim Financing	44,507.54
2.	Underwriting Costs	-
3.	Reserve for One Year's Debt Service	403,157.81
4.	Other (Specify) N/A.	
D.	**Estimated Project Cost (A+B+C)**	3,538,442.42
E.	**CON Filing Fee**	20,346.04
F.	**Total Estimated Project Cost (D+E)**	
	TOTAL	**$ 3,558,788.46**

B. Identify the funding sources for this project.

Check the applicable item(s) below and briefly summarize how the project will be financed. ***(Documentation for the type of funding MUST be inserted at the end of the application, in the correct alpha/numeric order and identified as Attachment B, Economic Feasibility-2, Tab 17.)***

_X_ 1. Commercial loan – Letter from lending institution or guarantor stating favorable initial contact, proposed loan amount, expected interest rates, anticipated term of the loan, and any restrictions or conditions;

__ 2. Tax-exempt bonds – Copy of preliminary resolution or a letter from the issuing authority stating favorable initial contact and a conditional agreement from an underwriter or investment banker to proceed with the issuance;

__ 3. General obligation bonds – Copy of resolution from issuing authority or minutes from the appropriate meeting;

__ 4. Grants – Notification of intent form for grant application or notice of grant award;

__ 5. Cash Reserves – Appropriate documentation from Chief Financial Officer of the organization providing the funding for the project and audited financial statements of the organization; and/or

__ 6. Other – Identify and document funding from all other sources.

C. Complete Historical Data Charts on the following two pages—***Do not modify the Charts provided or submit Chart substitutions!***

Historical Data Chart represents revenue and expense information for the last *three (3)* years for which complete data is available. Provide a Chart for the total facility and Chart just for the services being presented in the proposed project, if applicable. **Only complete one chart if it suffices.**

Note that "Management Fees to Affiliates" should include management fees paid by agreement to the parent company, another subsidiary of the parent company, or a third party with common ownership as the applicant entity. "Management Fees to Non-Affiliates" should include any management fees paid by agreement to third party entities not having common ownership with the applicant.

RESPONSE: Not applicable. MTI-Antioch is a new facility.

□ Total Facility
□ Project Only

HISTORICAL DATA CHART

Not Applicable – New Facility

Give information for the last *three (3)* years for which complete data are available for the facility or agency. The fiscal year begins in _____ (Month).

	Year_____	Year_____	Year_____
A. Utilization Data (Specify unit of measure, e.g., 1,000 patient days, 500 visits)	_____	_____	_____
B. Revenue from Services to Patients			
1. Inpatient Services	$_____	$_____	$_____
2. Outpatient Services	_____	_____	_____
3. Emergency Services	_____	_____	_____
4. Other Operating Revenue (Specify)_____	_____	_____	_____
Gross Operating Revenue	$_____	$_____	$_____
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	$_____	$_____	$_____
2. Provision for Charity Care	_____	_____	_____
3. Provisions for Bad Debt	_____	_____	_____
Total Deductions	$_____	$_____	$_____
NET OPERATING REVENUE	$_____	$_____	$_____
D. Operating Expenses			
1. Salaries and Wages			
a. Direct Patient Care	_____	_____	_____
b. Non-Patient Care	_____	_____	_____
2. Physician's Salaries and Wages	_____	_____	_____
3. Supplies	_____	_____	_____
4. Rent			
a. Paid to Affiliates	_____	_____	_____
b. Paid to Non-Affiliates	_____	_____	_____
5. Management Fees:			
a. Paid to Affiliates	_____	_____	_____
b. Paid to Non-Affiliates	_____	_____	_____
6. Other Operating Expenses	_____	_____	_____
Total Operating Expenses	$_____	$_____	$_____
E. **Earnings Before Interest, Taxes and Depreciation**	$_____	$_____	$_____
F. Non-Operating Expenses			
1. Taxes	$_____	$_____	$_____
2. Depreciation	_____	_____	_____
3. Interest	_____	_____	_____
4. Other Non-Operating Expenses	_____	_____	_____
Total Non-Operating Expenses	$_____	$_____	$_____
NET INCOME (LOSS)	$_____	$_____	$_____

Chart Continues On to Next Page

NET INCOME (LOSS)	$_____	$_____	$_____
G. Other Deductions			
1. Annual Principal Debt Repayment	$_____	$_____	$_____
2. Annual Capital Expenditure	_____	_____	_____
Total Other Deductions	$_____	$_____	$_____
NET BALANCE	$_____	$_____	$_____
DEPRECIATION	$_____	$_____	$_____
FREE CASH FLOW (Net Balance + Depreciation)	$_____	$_____	$_____

☐ Total Facility

☐ Project Only

HISTORICAL DATA CHART-OTHER EXPENSES

OTHER EXPENSES CATEGORIES	Year____	Year___	*Year*_____
1. Professional Services Contract	$_____	$_____	$_____
2. Contract Labor	_____	_____	_____
3. Imaging Interpretation Fees	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
Total Other Expenses	$_____	$_____	$_____

D. Complete Projected Data Charts on the following two pages – ***Do not modify the Charts provided or submit Chart substitutions!***

The Projected Data Chart requests information for the two years following the completion of the proposed services that apply to the project. Please complete two Projected Data Charts. One Projected Data Chart should reflect revenue and expense projections for the ***Proposal Only*** (*i.e.*, if the application is for additional beds, include anticipated revenue from the proposed beds only, not from all beds in the facility). The second Chart should reflect information for the total facility. **Only complete one chart if it suffices.**

Note that "Management Fees to Affiliates" should include management fees paid by agreement to the parent company, another subsidiary of the parent company, or a third party with common ownership as the applicant entity. "Management Fees to Non-Affiliates" should include any management fees paid by agreement to third party entities not having common ownership with the applicant.

RESPONSE: Please refer to the completed charts on the following pages.

The Projected Data Chart reflects operations for the entire proposed imaging center.

Regarding the Fees to Affiliates (Line D.8.a), these represent the Management Fees paid to PhyData, LLC, under the Amended Administrative Services Agreement.

PhyData, LLC (in addition to the Administrative Services Agreement) also has a separate Billing Services Agreement with MTI. PhyData is paid 4.5% of Net Global Collections.

PhyData, LLC is the only Billing Service utilized. There is not a second, outsourced Collection Agency referenced. We realize the description may be somewhat misleading.

■ Total Facility
□ Project Only

PROJECTED DATA CHART

Give information for the two (2) years following the completion of this proposal. The fiscal year begins in January (Month).

	Year 2019	Year 2020
A. Utilization Data (Specify unit of measure, e.g., 1,000 patient days, 500 visits)	9,205 Scans	10,326 Scans
B. Revenue from Services to Patients		
1. Inpatient Services	$ -	$ -
2. Outpatient Services	9,439,986	10,291,023
3. Emergency Services	-	-
4. Other Operating Revenue (Specify) N/A.	-	-
Gross Operating Revenue	$ 9,439,986	$ 10,291,023
C Deductions from Gross Operating Revenue		
1. Contractual Adjustments	$ 6,796,790	$ 7,409,536
2. Provision for Charity Care	56,640	61,746
3. Provisions for Bad Debt	264,320	288,149
Total Deductions	$ 7,117,750	$ 7,759,431
NET OPERATING REVENUE	$ 2,322,236	$ 2,531,592
D. Operating Expenses		
1. Salaries and Wages		
a. Direct Patient Care	384,000	395,520
b. Non-Patient Care	89,600	92,288
2. Physician's Salaries and Wages	-	-
3. Supplies	133,761	145,820
4. Rent		
a. Paid to Affiliates	123,757	125,313
b. Paid to Non-Affiliates	-	-
5. Management Fees:		
a. Paid to Affiliates	37,620	41,012
b. Paid to Non-Affiliates	-	-
6. Other Operating Expenses	1,076,382	1,172,434
Total Operating Expenses	$ 1,845,120	$ 1,972,387
E. **Earnings Before Interest, Taxes and Depreciation**	$ 477,116	$ 559,205
F. Non-Operating Expenses		
1. Taxes	$ 25,000	$ 30,000
2. Depreciation	383,632	283,632
3. Interest	81,715	65,269
4. Other Non-Operating Expenses	-	-
Total Non-Operating Expenses	$ 490,347	$ 378,901
NET INCOME (LOSS)	$ (13,231)	$ 180,304

Chart Continues Onto Next Page

NET INCOME (LOSS)	$ (13,231)	$ 180,304
G. Other Deductions		
1. Estimated Annual Principal Debt Repayment	$ 321,443	$ 337,888
2. Annual Capital Expenditure	-	-
Total Other Deductions	$ 321,443	$ 337,888
NET BALANCE	$ (334,674)	$ (157,584)
DEPRECIATION	$ 383,632	$ 283,632
FREE CASH FLOW (Net Balance + Depreciation)	$ 48,958	$ 126,048

■ Total Facility

☐ Project Only

PROJECTED DATA CHART-OTHER EXPENSES

OTHER EXPENSES CATEGORIES	Year 2019	Year 2020
1. Professional Services Contract	$ 33,440	$ 36,455
2. Contract Labor	-	-
3. Imaging Interpretation Fees	650,226	708,846
4. Billing & Collection Fees	104,501	113,922
5. Repairs & Maintenance	117,041	127,592
6. Transportation/Meals & Entertainment	8,360	9,114
7. IT, Ins., Mkt, TeleCom & Other Expenses (i.e. Utilities)	162,814	176,505
Total Other Expenses	$ 1,076,382	$ 1,172,434

□ Total Facility
■ Project Only

PROJECTED DATA CHART

Give information for the two (2) years following the completion of this proposal. The fiscal year begins in January (Month).

	Year 2019	Year 2020
A. Utilization Data (Specify unit of measure, e.g., 1,000 patient days, 500 visits)	2,552 Scans	2,735 Scans
B. Revenue from Services to Patients		
1. Inpatient Services	$ -	$ -
2. Outpatient Services	5,340,319	5,721,770
3. Emergency Services	-	-
4. Other Operating Revenue (Specify) N/A.	-	-
Gross Operating Revenue	$ 5,340,319	$ 5,721,770
C Deductions from Gross Operating Revenue		
1. Contractual Adjustments	$ 3,845,030	$ 4,119,675
2. Provision for Charity Care	32,042	34,331
3. Provisions for Bad Debt	149,529	160,210
Total Deductions	$ 4,026,601	$ 4,314,216
NET OPERATING REVENUE	$ 1,313,718	$ 1,407,554
D. Operating Expenses		
1. Salaries and Wages		
a. Direct Patient Care	96,000	98,880
b. Non-Patient Care	44,800	46,144
2. Physician's Salaries and Wages	-	-
3. Supplies	75,670	81,075
4. Rent		
a. Paid to Affiliates	29,498	29,869
b. Paid to Non-Affiliates	-	-
5. Management Fees:		
a. Paid to Affiliates	21,282	22,802
b. Paid to Non-Affiliates	-	-
6. Other Operating Expenses	600,174	642,330
Total Operating Expenses	$ 867,424	$ 921,100
E. **Earnings Before Interest, Taxes and Depreciation**	$ 446,294	$ 486,454
F. Non-Operating Expenses		
1. Taxes	$ 15,000	$ 16,500
2. Depreciation	216,773	116,773
3. Interest	36,045	28,791
4. Other Non-Operating Expenses	-	-
Total Non-Operating Expenses	$ 267,818	$ 162,064
NET INCOME (LOSS)	$ 178,476	$ 324,390

Chart Continues Onto Next Page

NET INCOME (LOSS)	$ 178,476	$ 324,390
G. Other Deductions		
1. Estimated Annual Principal Debt Repayment	$ 141,792	$ 149,046
2. Annual Capital Expenditure	-	-
Total Other Deductions	$ 141,792	$ 149,046
NET BALANCE	$ 36,684	$ 175,344
DEPRECIATION	$ 216,773	$ 116,773
FREE CASH FLOW (Net Balance + Depreciation)	$ 253,457	$ 292,117

☐ Total Facility

■ Project Only

PROJECTED DATA CHART-OTHER EXPENSES

OTHER EXPENSES CATEGORIES	Year 2019	Year 2020
1. Professional Services Contract	$ 18,918	$ 20,269
2. Contract Labor	-	-
3. Imaging Interpretation Fees	367,841	394,116
4. Billing & Collection Fees	59,117	63,340
5. Repairs & Maintenance	66,211	70,941
6. Transportation/Meals & Entertainment	4,729	5,067
7. IT, Ins., Mkt, TeleCom & Other Expenses (i.e. Utilities)	83,358	88,597
Total Other Expenses	$ 600,174	$ 642,330

E. 1) Please identify the project's average gross charge, average deduction from operating revenue, and average net charge using information from the Projected Data Chart for Year 1 and Year 2 of the proposed project. Please complete the following table.

	Previous Year	Current Year	Year One	Year Two	% Change (Current Year to Year 2)
Gross Charge *(Gross Operating Revenue/Utilization Data)*	N/A	N/A	$1,026	$997	-2.82%
Deduction from Revenue *(Total Deductions/Utilization Data)*	N/A	N/A	$773	$751	-2.82%
Average Net Charge *(Net Operating Revenue/Utilization Data)*	N/A	N/A	$252	$245	-2.82%

2. Provide the proposed charges for the project and discuss any adjustment to current charges that will result from the implementation of the proposal. Additionally, describe the anticipated revenue from the project and the impact on existing patient charges.

RESPONSE: The charges for services in the proposed ODC facility will be the same as the current charges at MTI's other ODCs. There is no increase to charges due of the project. See Projected Data Chart for financial impact. Representative charges for the highest volume CPT codes at this facility are as follows:

CPT Code	Procedure Description	Charge	Medicare Reimbursement
70553	MRI Brain with and without contrast	$2,933	$353.22
72141	MRI Spine without contrast	$1,888	$210.54
72148	MRI Lumbar without contrast	$1,888	$210.54
73721	MRI Lower Extremity without contrast	$2,008	$221.75

3. Compare the proposed charges to those of similar facilities in the service area/adjoining service areas, or to proposed charges of projects recently approved by the Health Services and Development Agency. If applicable, compare the proposed charges of the project to the current Medicare allowable fee schedule by common procedure terminology (CPT) code(s).

RESPONSE: A comparison of the applicant's proposed charges with the Medicare allowable reimbursement is included in the table above.

For the most part, professional fees for MRI interpretation services by MTI's radiologists will be reimbursed by the applicant because most studies will be globally billed by MTI. In cases where it is required by law or contract that the professional services are billed separately, the radiologists will bill for their own services and MTI will bill for the technical component of the MRI study only. In cases where split billing is performed, the professional services agreement requires that the radiology group participate with all insurance plans that MTI accepts.

F. 1) Discuss how projected utilization rates will be sufficient to support the financial performance. Indicate when the project's financial breakeven is expected and demonstrate the availability of sufficient cash flow until financial viability is achieved. Provide copies of the balance sheet and income statement from the most recent reporting period of the institution and the most recent audited financial statements with accompanying notes, if applicable. For all projects, provide financial information for the corporation, partnership, or principal parties that will be a source of funding for the project. Copies must be inserted at the end of the application, in the correct alpha-numeric order and labeled as **Attachment Section B-Economic Feasibility-F1. NOTE: Publicly held entities only need to reference their SEC filings.**

RESPONSE: MTI's services proposed in this project are similar to MTI's highly utilized services in its other existing ODCs. As described fully in the need section, above, MTI-Antioch is projected to serve MTI's existing patients from three zip codes in Davidson County and Rutherford County, east of I-24. By redirecting only a portion of these existing patients to MTI-Antioch, 2,552 MRI procedures are projected in Year 1 and 2,735 in Year 2. With a capacity of 3,600 procedures per MRI unit per year, this equates to 71 percent utilization in Year 1 and 76 percent in Year 2.

By redirecting an even smaller portion of existing CT patients to MTI-Antioch, 2,037 CT procedures are projected in Year 1 and 2,183 in Year 2. With a capacity of 6,000 procedures per CT unit per year, this equates to 34 percent utilization ion Year 1 and 36 percent in Year 2.

As indicated in the Projected Data Chart, projected utilization will be sufficient to continue to allow MTI to operate efficiently and effectively.

See also **Attachments, Tabs 18 and 18b** for 2016 Audited Financial Statements and 2017 internal financial statements.

2) Net Operating Margin Ratio – Demonstrates how much revenue is left over after all the variable or operating costs have been paid. The formula for this ratio is: (Earnings before interest, Taxes, and Depreciation/Net Operating Revenue).

Utilizing information from the Historical and Projected Data Charts please report the net operating margin ratio trends in the following table:

Year	2nd Year previous to Current Year	1st Year previous to Current Year	Current Year	Projected Year 1	Projected Year 2
Net Operating Margin Ratio	**N/A**	**N/A**	**N/A**	**20.5%**	**22.1%**

3. Capitalization Ratio (Long-term debt to capitalization) – Measures the proportion of debt financing in a business's permanent (Long-term) financing mix. This ratio best measures a business's true capital structure because it is not affected by short-term financing decisions. The formula for this ratio is: (Long-term debt/(Long-term debt+Total Equity (Net assets)) x 100).

   For the entity (applicant and/or parent company) that is funding the proposed project please provide the capitalization ratio using the most recent year available from the funding entity's audited balance sheet, if applicable. The Capitalization Ratios are not expected from outside the company lenders that provide funding.

   RESPONSE: MTI's capitalization ratio is 17.38%.

G. Discuss the project's participation in state and federal revenue programs including a description of the extent to which Medicare, TennCare/Medicaid and medically indigent patients will be served by the project. Additionally, report the estimated gross operating revenue dollar amount and percentage of projected gross operating revenue anticipated by payor classification for the first year of the project by completing the table below.

Applicant's Projected Payor Mix, Year 1

Payor Source	Projected Gross Operating Revenue	As a % of total
Medicare/Medicare Managed Care	$1,307,438	13.85%
TennCare/Medicaid	$1,310,270	13.88%
Commercial/Other Managed Care	$6,071,799	64.32%
Self-Pay	$161,424	1.71%
Charity Care	$56,640	0.6%
Other (Specify) Champus & Other	$532,415	5.64%
Total	$9,439,986	100.0%

H. Provide the projected staffing for the project in Year 1 and compare to the current staffing for the most recent 12-month period, as appropriate. This can be reported using full-time equivalent (FTEs) positions for these positions. Additionally, please identify projected salary amounts by position classifications and compare the clinical staff salaries to prevailing wage patterns in the proposed service area as published by the Department of Labor & Workforce Development and/or other documented sources.

Position Classification	Existing FTEs (enter year)	Projected FTEs Year 1	Average Wage (Contractual Rate)	Area Wide/Statewide Average Wage
a) Direct Patient Care Positions				
MRI Tech	0.0	1.0	$35.00/hr	$24.79/hr
CT Tech	0.0	1.0	$31.00/hr	$24.79/hr
Rad Tech	0.0	2.0		$24.79/hr
Total Direct Patient Care Positions	0.0	4.0		

b) Non-Patient Care Positions				
Medical Asst/Front Desk	0.0	2.0	$16.00/hr	$15.39/hr
Position 2				
Position "etc."				
Total Non-Patient Care Positions	0.0	2.0		
Total Employees *(A+B)*	0.0	6.0		
c) Contractual Staff	0.0	0.0		
Total Staff *(A+B+C)*	0.0	6.0		

I. Describe all alternatives to this project which were considered and discuss the advantages and disadvantages of each alternative including but not limited to:

1) Discuss the availability of less costly, more effective and/or more efficient alternative methods of providing the benefits intended by the proposal. If development of such alternatives is not practicable, justify why not, including reasons as to why they were rejected.

RESPONSE: MTI currently operates 15 fixed site diagnostic imaging center locations in the metro Nashville area. The proposed MTI-Antioch ODC is projected to serve MTI's existing patients from three zip codes in Davidson County and Rutherford County, east of Interstate 24. As documented previously in this application, service area ODC providers of MRI and CT services have experienced rapid growth in utilization over the past three reporting years. Demand for ODC MRI and CT services is expected to continue to grow as the service area population increases and reimbursement plans continue to shift a greater portion of healthcare costs to the patient. ODCs are not reimbursed at higher hospital outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

Furthermore, both the Saint Thomas Medical Partners - Antioch Care Center and MTI's Antioch site were selected to deliver patient care closer to where patients live. The Antioch area is in a high growth area southeast of Nashville and east of I-24. Traffic in and around the service area is a growing concern, causing access issues to existing providers.

At a cost of only $475,989, MTI's proposed previously-owned 1.5T GE MRI unit represents very affordable and high quality technology. Similarly, at a cost of only $205,000, MTI's proposed previously-owned 16-slice GE CT unit also represents very affordable and high quality technology.

This project is necessary to improve access to quality and cost-effective outpatient imaging services.

2) Document that consideration has been given to alternatives to new construction, e.g., modernization or sharing arrangements.

RESPONSE: MTI-Antioch's leased space within the Saint Thomas Medical Partners - Antioch Care Center is designed to accommodate both an MRI unit and a CT unit, as well as other supporting imaging services.

SECTION B: CONTRIBUTION TO THE ORDERLY DEVELOPMENT OF HEALTH CARE

A. List all existing health care providers (i.e., hospitals, nursing homes, home care organizations, etc.), managed care organizations, alliances, and/or networks with which the applicant currently has or plans to have contractual and/or working relationships, that may directly or indirectly apply to the project, such as, transfer agreements, contractual agreements for health services.

RESPONSE: MTI is the imaging partner of Saint Thomas Health and Saint Thomas Medical Partners. This healthcare system includes a continuum of hospital, physician and other healthcare resources. See also **Attachments, Tab 19** for a list of managed care contract participation by Saint Thomas Health and MTI.

B. Describe the effects of competition and/or duplication of the proposal on the health care system, including the impact to consumers and existing providers in the service area. Discuss any instances of competition and/or duplication arising from your proposal including a description of the effect the proposal will have on the utilization rates of existing providers in the service area of the project.

1) Positive Effects

RESPONSE: MTI currently operates 15 fixed site diagnostic imaging center locations in the metro Nashville area. The proposed MTI-Antioch ODC is projected to serve MTI's existing patients from three zip codes in Davidson County and Rutherford County, east of Interstate 24. As documented previously in this application, service area ODC providers of MRI and CT services have experienced rapid growth in utilization over the past three reporting years. Demand for ODC MRI and CT services is expected to continue to grow as the service area population increases and reimbursement plans continue to shift a greater portion of healthcare costs to the patient. ODCs are not reimbursed at higher hospital outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

Furthermore, both the Saint Thomas Medical Partners - Antioch Care Center and MTI's Antioch site were selected to deliver patient care closer to where patients live. The Antioch area is in a high growth area southeast of Nashville and east of I-24. Traffic between Antioch and downtown Nashville is a growing concern, causing access issues to existing providers.

At a cost of only $475,989, MTI's proposed previously-owned 1.5T GE MRI unit represents very affordable and high quality technology. Similarly, at a cost of only $205,000, MTI's proposed previously-owned 16-slice GE CT unit also represents very affordable and high quality technology.

This project is necessary to improve access to quality and cost-effective outpatient imaging services.

2) Negative Effects

Response: Negative effects on patients and payors are expected to be minimal, if there are any at all. Population growth in the service area is expected to increase the utilization of existing MRI and CT providers in the service area. MTI will be able to achieve sufficient volumes to meet HDSA's guidelines by redirecting a portion of its existing patient population to MTI-Antioch.

C. 1) Discuss the availability of and accessibility to human resources required by the proposal, including clinical leadership and adequate professional staff, as per the State of Tennessee licensing requirements and/or requirements of accrediting agencies, such as the Joint Commission and Commission on Accreditation of Rehabilitation Facilities.

RESPONSE: Staffing requirements are minimal, just 6.0 FTEs (4.0 clinical). A number of channels are utilized by MTI to recruit and maintain staffing, including in-house listings of available positions, advertisements in local and regional newspapers, advertisements in professional publications, and recruiting firms. MTI has a history of successfully recruiting professional and administrative staff. It provides competitive benefits, compensation, and is committed to the retention of existing personnel.

2) Verify that the applicant has reviewed and understands all licensing and/or certification as required by the State of Tennessee and/or accrediting agencies such as the Joint Commission for medical/clinical staff. These include, without limitation, regulations concerning clinical leadership, physician supervision, quality assurance policies and programs, utilization review policies and programs, record keeping, clinical staffing requirements, and staff education.

RESPONSE: MTI has reviewed and understands the licensure and certification requirements for medical and clinical staff for this facility. As an existing licensed and ACR-accredited provider, MTI has administrative policies and procedures in place to ensure that licensure and certification requirements are followed in this facility. Furthermore, MTI maintains quality standards that are focused on continual improvement.

3) Discuss the applicant's participation in the training of students in the areas of medicine, nursing, social work, etc. (e.g., internships, residencies, etc.).

RESPONSE: The applicant is not currently involved in training programs, but is willing to consider this under the auspices of an appropriate educated institution.

D. Identify the type of licensure and certification requirements applicable and verify the applicant has reviewed and understands them. Discuss any additional requirements, if applicable. Provide the name of the entity from which the applicant has received or will receive licensure, certification, and/or accreditation.

Response: The applicant will pursue licensure, certification and accreditation from the following entities for MTI-Antioch, in the same fashion as other MTI imaging centers.

Licensure: **Tennessee Department of Health**
Certification Type (e.g. Medicare SNF, Medicare LTAC, etc.): **ODC**
Accreditation (i.e., Joint Commission, CARF, etc.): **American College of Radiology**

1) If an existing institution, describe the current standing with any licensing, certifying, or accrediting agency. Provide a copy of the current license of the facility and accreditation designation.

RESPONSE: This proposed project is for a new facility. Other MTI facilities are in full compliance with all applicable licensure and accreditation requirements. **Attachment Tab 20** shows accreditation for all of its facilities.

2) For existing providers, please provide a copy of the most recent statement of deficiencies/plan of correction and document that all deficiencies/findings have been corrected by providing a letter from the appropriate agency.

RESPONSE: Not applicable. This is a new service facility.

3) Document and explain inspections within the last three survey cycles which have resulted in any of the following state, federal, or accrediting body actions: suspension of admissions, civil monetary penalties, notice of 23-day or 90-day termination proceedings from Medicare/Medicaid/TennCare, revocation/denial of accreditation, or other similar actions.

a) Discuss what measures the applicant has or will put in place to avoid similar findings in the future.

Response: Not applicable, this is a new service facility.

E. Respond to all of the following and for such occurrences, identify, explain and provide documentation:

1) Has any of the following:

a) Any person(s) or entity with more than 5% ownership (direct or indirect) in the applicant (to include any entity in the chain of ownership for applicant);

b) Any entity in which any person(s) or entity with more than 5% ownership (direct or indirect) in the applicant (to include any entity in the chain of ownership for applicant) has an ownership interest of more than 5%; and/or

c) Any physician or other provider of health care, or administrator employed by any entity in which any person(s) or entity with more than 5% ownership in the applicant (to include any entity in the chain of ownership for applicant) has an ownership interest of more than 5%.

RESPONSE: There have been no state, federal, or accrediting body actions against MTI or any entity or person with more than 5% ownership.

2) Been subjected to any of the following:

a) Final Order or Judgment in a state licensure action;

b) Criminal fines in cases involving a Federal or State health care offense;

c) Civil monetary penalties in cases involving a Federal or State health care offense;

d) Administrative monetary penalties in cases involving a Federal or State health care offense;

e) Agreement to pay civil or administrative monetary penalties to the federal government or any state in cases involving claims related to the provision of health care items and services; and/or

f) Suspension or termination of participation in Medicare or Medicaid/TennCare programs.

g) Is presently subject of/to an investigation, regulatory action, or party in any civil or criminal action of which you are aware.

h) Is presently subject to a corporate integrity agreement.

RESPONSE: Neither MTI nor any entity or person with more than 5% ownership have been subject to any of the actions identified above.

F. Outstanding Projects:

1) Complete the following chart by entering information for each applicable outstanding CON by applicant or share common ownership; and

Outstanding Projects					
CON Number	Project Name	Date Approved	*Annual Progress Report(s)		Expiration Date
			Due Date	Date Filed	
CN171-003	Premier Radiology – New Salem	4/26/2017	5/2018	To Be Completed.	3/2020
CN1706-020	St. Thomas Highlands Hospital	10/25/2017	11/2018	To Be Completed.	9/2020
CN1701-021	St. Thomas Rutherford Hospital	10/25/2017	11/2018	To Be Completed.	9/2020
CN1707-022	St. Thomas Surgery Center New Salem	10/25/2017	11/2018	To Be Completed.	9/2020
CN1803-014	Premier Radiology Gallatin	To be heard June 28, 2018	N/A.	To Be Completed.	N/A.

* Annual Progress Reports – HSDA Rules require that an Annual Progress Report (APR) be submitted each year. The APR is due annually until the Final Project Report (FPR) is submitted (FPR is due within 90 ninety days of the completion and/or implementation of the project). Brief progress status updates are requested as needed. The project remains outstanding until the FPR is received.

2) Provide a brief description of the current progress, and status of each applicable outstanding CON.

Response: CN171-003 Premier Radiology received final inspection for its licensure on May 16, 2018, and will be opening within a few days for business. CN1701-020, CN1701-021, and CN 1701-022 are in process, and will be finalized as soon as possible.

G. Equipment Registry – For the applicant and all entities in common ownership with the applicant.

1) Do you own, lease, operate, and/or contract with a mobile vendor for a Computed Tomography scanner (CT), Linear Accelerator, Magnetic Resonance Imaging (MRI), and/or Positron Emission Tomographer (PET)? ____Yes____

2) If yes, have you submitted their registration to HSDA? If you have, what was the date of submission?_Various__

3) If yes, have you submitted your utilization to Health Services and Development Agency? If you have, what was the date of submission? __Various_

SECTION B: QUALITY MEASURES

Please verify that the applicant will report annually using forms prescribed by the Agency concerning continued need and appropriate quality measures as determined by the Agency pertaining to the certificate of need, if approved.

RESPONSE: Yes, MTI will provide the Tennessee Health Services and Development Agency and/or the reviewing agency information concerning the number of patients treated, the number, and type of procedures performed, and other data as required. Additionally, MTI submits a Joint Annual Report (JAR) to the Department of Health and will continue to do so.

MTI will maintain active licensure and accreditation status.

SECTION C: STATE HEALTH PLAN QUESTIONS

T.C.A. §68-11-1625 requires the Tennessee Department of Health's Division of Health Planning to develop and annually update the State Health Plan (found at http://www.tn.gov/health/topic/health-planning). The State Health Plan guides the State in the development of health care programs and policies and in the allocation of health care resources in the State, including the Certificate of Need program. The 5 Principles for Achieving Better Health are from the State Health Plan's framework and inform the Certificate of Need program and its standards and criteria.

Discuss how the proposed project will relate to the 5 Principles for Achieving Better Health found in the State Health Plan.

A. The purpose of the State Health Plan is to improve the health of the people of Tennessee.

RESPONSE: Among the top 10 leading causes of death for Tennessee residents are cancer and accidents. Imaging services proposed by MTI will help in the treatment of these two leading causes of death plus the morbidity associated with orthopedic and other diseases.

B. People in Tennessee should have access to health care and the conditions to achieve optimal health.

RESPONSE: Among the three criteria required to attain good access, as listed in the 2010 National Health Disparities Report, is, "getting access to sites of care where patients can receive needed services." The proposed MRI and CT services at MTI-Antioch are designed to, among other goals, increase patient accessibility both geographically (population growth and traffic) and financially (lower cost ODC deductibles and co-pays as opposed to HOPD).

C. Health resources in Tennessee, including health care, should be developed to address the health of people in Tennessee while encouraging economic efficiencies.

RESPONSE: Recognizing the benefits of outpatient imaging centers such as MTI-Antioch, Saint Thomas Health is actively involved in 15 other similar joint ventures with MTI throughout the greater Nashville area.

This strategy remains vital today more than ever, in response to continued pressure from payors to contain healthcare costs. Saint Thomas Health formed one of the nation's first Accountable Care Organizations (ACOs), MissionPoint Health Partners, in August 2011. Its goal is to assist doctors, employers and patients to work more closely together to trim medical costs and make people healthier under insurance plans. The concept behind the physician-led program is to help stakeholders in a patient's care – including doctors, hospitals, pharmacies and payers – to get in sync at a time when insurers are pushing for better coordination of care and linking payment amounts to health outcomes. MissionPoint works closely with patients, both when they are well and when they are sick.

ODCs such as MTI-Antioch play an important role within the ACO care delivery model for containing costs, promoting quality and increasing accessibility. Freestanding imaging centers are reimbursed at lower rates compared to hospital-based facilities. This has a direct impact on patient deductibles and co-payments as well. Since Medicare rates often form a basis for third-party reimbursement, the impact of this differential on the service area population is even more widespread.

D. People in Tennessee should have confidence that the quality of health care is continually monitored and standards are adhered to by providers.

RESPONSE: As an existing licensed and accredited provider of quality patient services, without regard to patient gender, ethnicity, geographic location or socioeconomic status, Saint Thomas Health, Saint Thomas Medical Partners and MTI are equitable healthcare providers. This same level of commitment will continue with the proposed ODC expansion.

E. The state should support the development, recruitment, and retention of a sufficient and quality health workforce.

RESPONSE: While "the state" appears to be the party charged with supporting the development, recruitment, and retention of a sufficient and quality health care workforce, MTI is an existing ODC provider with a history of successful staff recruitment and retention.

PROOF OF PUBLICATION

Attach the full page of the newspaper in which the notice of intent appeared with the mast and dateline intact or submit a publication affidavit from the newspaper that includes a copy of the publication as proof of the publication of the letter of intent.

NOTIFICATION REQUIREMENTS

(Applies only to Nonresidential Substitution-Based Treatment Centers for Opiate Addiction)

Note that T.C.A. §68-11-1607(c)(9)(A) states that "...Within ten (10) days of the filing of an application for a nonresidential substitution-based treatment center for opiate addiction with the agency, the applicant shall send a notice to the county mayor of the county in which the facility is proposed to be located, the state representative and senator representing the house district and senate district in which the facility is proposed to be located, and to the mayor of the municipality, if the facility is proposed to be located within the corporate boundaries of a municipality, by certified mail, return receipt requested, informing such officials that an application for a nonresidential substitution-based treatment center for opiate addiction has been filed with the agency by the applicant."

Failure to provide the notifications described above within the required statutory timeframe will result in the voiding of the CON application.

Please provide documentation of these notifications.

DEVELOPMENT SCHEDULE

T.C.A. §68-11-1609(c) provides that a Certificate of Need is valid for a period not to exceed three (3) years (for hospital projects) or two (2) years (for all other projects) from the date of its issuance and after such time shall expire; provided, that the Agency may, in granting the Certificate of Need, allow longer periods of validity for Certificates of Need for good cause shown. Subsequent to granting the Certificate of Need, the Agency may extend a Certificate of Need for a period upon application and good cause shown, accompanied by a non-refundable reasonable filing fee, as prescribed by rule. A Certificate of Need which has been extended shall expire at the end of the extended time period. The decision whether to grant such an extension is within the sole discretion of the Agency, and is not subject to review, reconsideration, or appeal.

1. **Complete the Project Completion Forecast Chart on the next page. If the project will be completed in multiple phases, please identify the anticipated completion date for each phase.**
2. **If the response to the preceding question *indicates that the applicant does not anticipate completing the project within the period of validity as defined in the preceding paragraph,* please state below any request for an extended schedule and document the "good cause" for such an extension.**

PROJECT COMPLETION FORECAST CHART

Assuming the Certificate of Need (CON) approval becomes the final HSDA action on the date listed in Item 1. below, indicate the number of days from the HSDA decision date to each phase of the completion forecast.

Phase	Days Required	Anticipated Date [Month/Year]
1. Initial HSDA decision date		August 2018
2. Architectural and engineering contract signed	20	September 2018
3. Construction documents approved by the Tennessee Department of Health	30	September 2018
4. Construction contract signed	30	September 2018
5. Building permit secured	60	October 2018
6. Site preparation completed	60	October 2018
7. Building construction commenced	90	November 2018
8. Construction 40% complete	120	December 2018
9. Construction 80% complete	150	January 2019
10. Construction 100% complete (approved for occupancy	180	February 2019
11. *Issuance of License	210	March 2019
12. *Issuance of Service	210	March 2019
13. Final Architectural Certification of Payment	240	April 2019
14. Final Project Report Form submitted (Form HR0055)	270	April 2019

***For projects that *DO NOT* involve construction or renovation, complete Items 11 & 12 only.**

NOTE: If litigation occurs, the completion forecast will be adjusted at the time of the final determination to reflect the actual issue date

MAY 18 '18 PM 2:57

AFFIDAVIT

STATE OF Tennessee

COUNTY OF Davidson

MARK GAW, being first duly sworn, says that he/she is the applicant named in this application or his/her/its lawful agent, that this project will be completed in accordance with the application, that the applicant has read the directions to this application, the Rules of the Health Services and Development Agency, and T.C.A. §68-11-1601, *et seq.*, and that the responses to this application or any other questions deemed appropriate by the Health Services and Development Agency are true and complete.

CFO

SIGNATURE/TITLE

Sworn to and subscribed before me this 16th day of May (Month), 2018 (Year) a Notary Public in and for the County/State of Robertson / Tennessee.

Dana M. Meadows

NOTARY PUBLIC

DANA M. MEADOWS STATE OF TENNESSEE NOTARY PUBLIC ROBERTSON COUNTY

My commission expires 8-29 (Month/Day), 2021 (Year).

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Attachment/Section B

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Attachment Section A

Tab 1, A-4, A: Articles of Organization
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Tab 1

Articles of Organization

Attachment A-4, A

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

ISSUANCE DATE: 04/15/2002
REQUEST NUMBER: 02105576
TELEPHONE CONTACT: (615) 741-6488

CHARTER/QUALIFICATION DATE: 10/06/2000
STATUS: ACTIVE
CORPORATE EXPIRATION DATE: 12/31/2083
CONTROL NUMBER: 0396871
JURISDICTION: TENNESSEE

TO:
BAKER DONELSON BEARMAN & CALDWELL
LINDA LEE. HOWARD
211 COMMERCE ST
NASHVILLE, TN 37219

REQUESTED BY:
BAKER DONELSON BEARMAN & CALDWELL
LINDA LEE. HOWARD
211 COMMERCE ST
NASHVILLE, TN 37219

CERTIFICATE OF EXISTENCE

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT

"MIDDLE TENNESSEE IMAGING, LLC"

A LIMITED LIABILITY COMPANY DULY FORMED UNDER THE LAW OF THIS STATE WITH DATE OF FORMATION AND DURATION AS GIVEN ABOVE;
THAT ALL FEES, TAXES, AND PENALTIES OWED TO THIS STATE WHICH AFFECT THE EXISTENCE OF THE LIMITED LIABILITY COMPANY HAVE BEEN PAID;
THAT THE MOST RECENT LIMITED LIABILITY ANNUAL REPORT REQUIRED HAS BEEN FILED;
THAT ARTICLES OF DISSOLUTION HAVE NOT BEEN FILED; AND
THAT ARTICLES OF TERMINATION OF THE EXISTENCE HAVE NOT BEEN FILED.

FOR: REQUEST FOR CERTIFICATE

ON DATE: 04/15/02

	FEES	
RECEIVED:	$20.00	$0.00
TOTAL PAYMENT RECEIVED:		$20.00

FROM:
BAKER DONELSON BEARMAN ETC (NASHVILLE)
211 COMMERCE STREET
#1000
NASHVILLE, TN 37201-0000

RECEIPT NUMBER: 00003058361
ACCOUNT NUMBER: 00208389

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

SS-4458

4025 0130

FILED

RECEIVED

00 OCT -6 PM 2:59

ARTICLES OF ORGANIZATION
OF
MIDDLE TENNESSEE IMAGING, LLC

The undersigned person, on behalf of the limited liability company under the Tennessee Limited Liability Company Act, adopts the following as the Articles of Organization for such limited liability company:

1. The name of the limited liability company is Middle Tennessee Imaging, LLC (the "LLC").

2. The street address, zip code and county of the initial registered office of the LLC in the State of Tennessee shall be c/o Boult, Cummings, Conners & Berry PLC, 414 Union Street, Suite 1600, Nashville, Tennessee 37219, County of Davidson.

3. The name of the initial registered agent of the LLC, located at the registered office set forth above, is E. Berry Holt, III.

4. The name and address of the organizer of the LLC is:

E. Berry Holt III
c/o Boult, Cummings, Conners & Berry PLC
414 Union Street, Suite 1600
Nashville, Tennessee 37219

5. The street address, zip code and county of the principal executive office of the LLC shall be 400 North Highland Avenue, Murfreesboro, Tennessee 37130, County of Rutherford.

6. Upon the filing of these articles, the LLC will have two (2) members.

7. The LLC will be board-managed.

8. The existence of the LLC is to begin upon the filing of the Articles of Organization.

9. The duration of the LLC shall be until December 31, 2083, at which time the LLC shall be dissolved.

10. (a) To the maximum extent permitted by the provisions of T.C.A. § 48-243-101, as amended from time to time (provided, however, that if an amendment to such act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph which occur subsequent to the effective date of such

amendment), the LLC shall indemnify and advance expenses to any person, his heirs, executors and administrators, for the defense of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, including counsel fees actually incurred as a result of such proceeding or action or any appeal thereof, and against all fines (including any excise tax assessed with respect to an employee benefit plan), judgments, penalties and amounts paid in settlement thereof, provided that such proceeding or action be instituted by reason of the fact that such person is or was a member or a governor of the LLC.

(b) The LLC may, to the maximum extent permitted by the provisions of T.C.A. § 48-243-101, as amended, from time to time (provided, however, that if an amendment to such act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph which occur subsequent to the effective date of such amendment), indemnify and advance expenses to any person, his heirs, executors and administrators, to the same extent as set forth in Paragraph 10(a) above or to the extent as determined by the members, provided that the underlying proceeding or action be instituted by reason of the fact that such person is or was a manager of the LLC.

(c) Any repeal or modification of the provisions of this Paragraph 10, directly or by the adoption of an inconsistent provision of these Articles of Organization, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification.

Dated: October 5, 2000.

E. Berry Holt III, Organizer

061G024.02
063720-000 10/05/2000

Tab 2

Certificate of Existence
Attachment A-4, A

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

KENT LEDERMAN
71 VICKERY STREET
ROSWELL, GA 30075

March 8, 2018

Request Type: Certificate of Existence/Authorization
Request #: 0269175

Issuance Date: 03/08/2018
Copies Requested: 1

Document Receipt

Receipt # : 003881736 — Filing Fee: $20.00

Payment-Credit Card - State Payment Center - CC #: 3723656048 — $20.00

Regarding: MIDDLE TENNESSEE IMAGING, LLC
Filing Type: Limited Liability Company - Domestic
Formation/Qualification Date: 10/06/2000
Status: Active
Duration Term: Expires: 12/31/2083
Business County: RUTHERFORD COUNTY

Control # : 396871
Date Formed: 10/06/2000
Formation Locale: TENNESSEE
Inactive Date:

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

MIDDLE TENNESSEE IMAGING, LLC

* is a Limited Liability Company duly formed under the law of this State with a date of incorporation and duration as given above;

* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;

* has filed the most recent annual report required with this office;

* has appointed a registered agent and registered office in this State;

* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett
Secretary of State

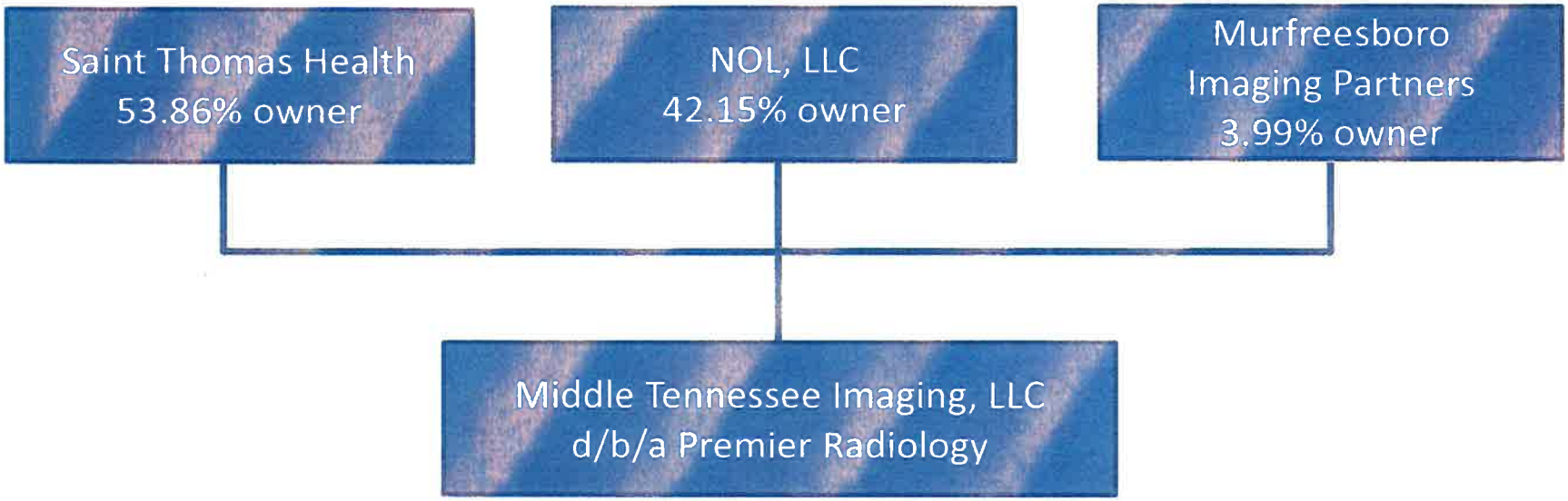
Processed By: Cert Web User

Verification #: 026785327

Tab 3

Organizational Chart
Attachment A-4, B

Middle Tennessee Imaging, LLC
Organizational Chart

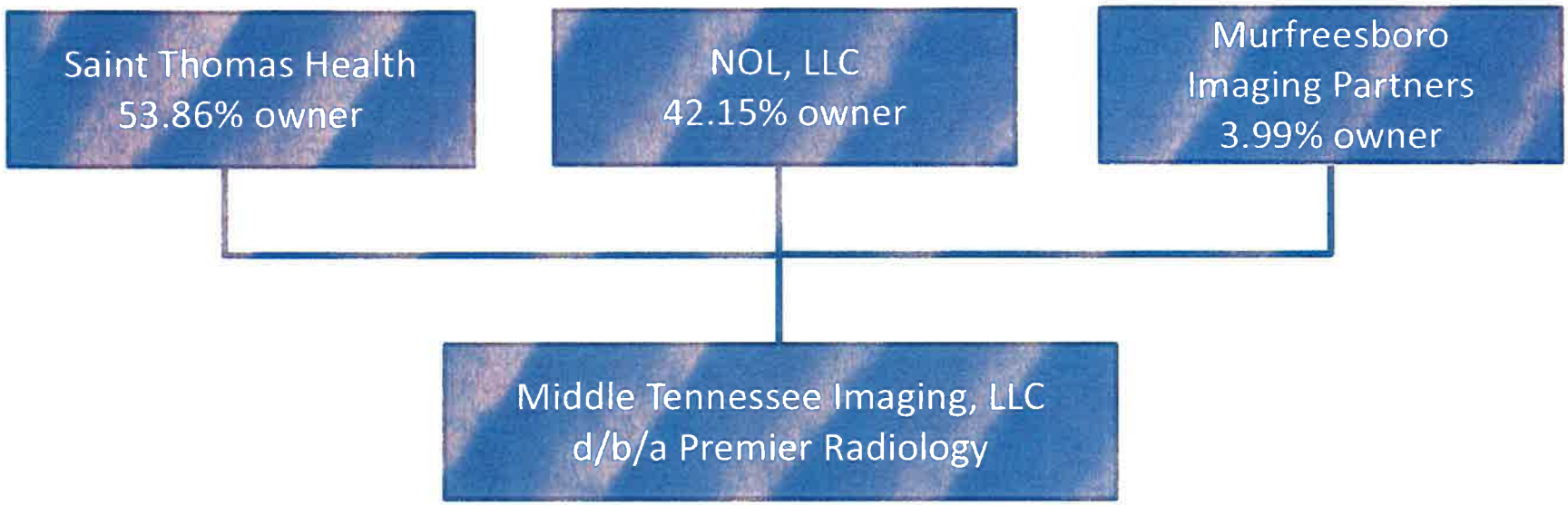


Note: No individual has more than 5% ownership

Tab 4

Ownership Identification, 5% or Greater
Attachment A-4, B

Middle Tennessee Imaging, LLC
Organizational Chart



Note: No individual has more than 5% ownership

Tab 5

Management Agreement
Attachment A-5

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (the **"Agreement"**) is made and to be effective this 1st day of April, 2011 (**"Effective Date"**), by and between **Middle Tennessee Imaging, LLC** (the **"Company"**), a Tennessee limited liability company, and PhyData, LLC (**"Administrator"**), a Tennessee limited liability company.

RECITALS

WHEREAS, the Company owns and/or operates, either directly or through wholly-owned subsidiaries, one or more imaging centers that provide diagnostic imaging services and an ambulatory surgery center (collectively, the "**Facilities**"); and

WHEREAS, Administrator possesses capabilities and experience in the business of developing, managing and operating such Facilities; and

WHEREAS, the Company and Administrator desire to enter into this Agreement for Administrator to develop, oversee, manage and subcontract for the business operations of the Company (the **"Business"**);

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained herein, the sufficiency of which consideration is hereby acknowledged, the Company and Administrator do hereby agree as follows:

1. RELATIONSHIP OF THE PARTIES

1.1 Independent Contractor Status. Except as otherwise expressly set forth herein, for purposes of this Agreement it is acknowledged and agreed that Company and Administrator are at all times acting and performing hereunder as independent contractors. Each party shall be solely responsible for compliance with all state and federal laws pertaining to employment taxes, income withholding, unemployment compensation contributions and other employment related statutes regarding their respective employees, agents and servants. Administrator must exercise at all times its independent judgment and shall not be subject to direction, control, or supervision by Company in the performance of Administrator's services under this Agreement, except as specifically set forth in this Agreement. Neither Administrator nor any of its employees, agents, or subcontractors shall have any claim under this Agreement or otherwise against Company for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. Company shall not withhold, or in any way be responsible for, the payment of any federal, state, or local income taxes, F.I.C.A. taxes, unemployment compensation or workers' compensation contributions, Social Security, or any other payments on behalf of Administrator or any of Administrator's employees, agents, or subcontractors providing services on behalf of Company pursuant to this Agreement, all such withholdings or obligations shall be the sole responsibility of Administrator, and Administrator shall indemnify, defend, and hold harmless Company from any and all loss or liability arising with respect to such withholdings or obligations. In the event that the Internal Revenue Service ("IRS") or other governmental agency should question or challenge the independent contractor status of Administrator, the Company shall have the right to participate in any discussion or negotiation occurring with the IRS or other such governmental agency, irrespective of by whom such discussions or negotiations were initiated.

1.2 Non-Assumption of Liabilities. Unless otherwise specifically provided for under the terms of this Agreement, all debts, obligations and liabilities of the Company to third parties, whether

existing or future, shall be the debts, obligations and liabilities of the Company. Administrator shall not be liable for any such debts, obligations or liabilities, and the Company shall, and hereby does agree to, indemnify Administrator for any loss, liability, judgment, penalty, fine, damage or cost incurred by Administrator as a result of such debts, obligations or liabilities of the Company. Except as specifically provided for in this Agreement, all debts, obligations and liabilities of Administrator to third parties, whether existing or future, shall be the debts, obligations and liabilities of Administrator, and the Company shall not be liable for any such debts, obligations or liabilities and the Administrator shall, and hereby does agree to, indemnify Company for any loss, liability, judgment, penalty, fine, damage or cost incurred by Company as a result of such debts, obligations or liabilities of Administrator.

1.3 **Controlling Nature of Company's Operating Agreement.** Reference is hereby made to the Amended and Restated Operating Agreement of the Company of even date herewith as it may be amended, restated, supplemented or otherwise modified from time to time (the **"Operating Agreement"**), a copy of which has been provided to Administrator. Capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Operating Agreement. Subject at all times and for all purposes to any applicable provisions of the Operating Agreement and the respective rights of the Company's Members, Board of Governors and Managers, Administrator shall carry out the terms and conditions of this Agreement and its responsibilities and obligations hereunder. Administrator acknowledges that the Company and its Board of Governors retain ultimate authority for management and operation of the Company. Administrator agrees that it shall perform its management functions under this Agreement in accordance with all applicable policies and procedures of the Company, the Budgets approved by the Company's Board of Governors, and the Operating Agreement, and that Administrator shall not be liable for, and shall be released from the performance of any of its obligations hereunder, as a result of any exertion of such ultimate authority by the Company or its Board of Governors that conflicts with this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Operating Agreement, the Operating Agreement shall control at all times and for all purposes

1.4 **Operation in Furtherance of Charitable Purposes.** Notwithstanding any contrary provision contained in this Agreement, in providing its services hereunder, Administrator shall cause the Company to be operated and managed in a manner that furthers the charitable purposes of Saint Thomas Health Services ("**STHS**"), a Tennessee corporation and a member of the Company, and in a manner that complies with the Ethical and Religious Directives for Catholic Health Care Services, as approved and amended from time to time by the United States Conference of Catholic Bishops or its successor organization, and as promulgated and/or interpreted by the Roman Catholic Bishop of Nashville, Tennessee.

2. COVENANTS AND OBLIGATIONS OF ADMINISTRATOR

2.1 **Administrative Services.** Pursuant to this Agreement, Administrator shall provide or arrange for the provision of the items and services described in this Section 2.1 to the Company and for its Business (collectively, the **"Administrative Services"**), but in each instance only as and to the extent the item or service is (a) in compliance with the Budget then in effect and (b) specified and/or limited with respect to each obligation of the Administrator by or within the capital and other resources allocated for the discharge of such obligation under such Budget. Company does not delegate, nor does Administrator assume, any of the powers, duties and responsibilities which Company is required to maintain under applicable law.

2.1.1 **General.** Administrator shall provide to Company or arrange for the provision to, by or on behalf of Company, all Administrative Services necessary for the Company to conduct its Business. Except as otherwise expressly set forth herein, Administrator is hereby

expressly authorized to perform and provide the Administrative Services hereunder to, for, by and/or on behalf of Company in whatever reasonable manner Administrator deems appropriate to meet the day-to-day requirements of the Business. Administrator shall have power and authority to administer, manage, control, and operate the business and affairs of the Company, and to make decisions affecting such business and affairs, consistently and in accordance with the Operating Agreement and with the Budgets then in effect, and in accordance with any policies or directives approved by the Board of Governors from time to time; provided, however, that Administrator shall have no power or authority under this Agreement to take any action that requires the approval of the Members (or any Member) or Board of Governors under the Operating Agreement unless such approval is or has been given.

2.1.2 **Business Services.** Administrator shall provide and manage, or arrange for the provision and/or management of, all business functions and services related to the Business during the term of this Agreement. Without limiting the generality of the foregoing, in providing the Administrative Services, Administrator shall perform or arrange for the performance of the following functions on behalf of Company:

(a) Ordering and purchasing or subcontracting for such office equipment and supplies as are required or appropriate in the day-to-day operation of the Business and as are included in the approved Budgets. Any purchase by Administrator in any year for an amount in excess of One Hundred Thousand and NO/100 Dollars ($100,000.00) made pursuant to this Agreement shall be subject to the prior approval of the Board of Governors or within guidelines and/or the Budget approved in advance by the Board of Governors;

(b) Such business, legal and financial consultation and advice as may be reasonably required or requested by Company, and which is directly related to the operations of the Business and approved by the Board; provided that Administrator shall not be responsible for any services requested by or rendered to any Member or Manager of Company, nor shall Administrator itself be responsible or liable for any legal, accounting or tax advice or services or personal financial services rendered to the Company or to any Member or Manager of Company;

(c) Securing or sub-contracting for necessary repairs, maintenance and replacements of furniture, fixtures, equipment and other assets owned by Company;

(d) Overseeing any design, engineering and construction related to any owned or leased real estate of the Company in accordance with specifications approved by the Board of Governors;

(e) Managing the negotiation and maintenance of service agreements utilized by the Business and providing support, where necessary, in the coordination of services supplied to the Business under such agreements;

(f) Evaluating and negotiating equipment acquisitions, dispositions, leases, and financings included in approved Budgets or otherwise approved by the Board of Governors;

(g) Evaluating, selecting and negotiating access agreements, equipment services and medical supplies contracts;

(h) Assisting in the development of policies and procedures, quality improvement, utilization management, and systems for review and adoption by the Board of Governors and assist in the oversight and implementation of such policies and procedures once adopted by the Board of Governors;

(i) Assisting in the creation of new or the adaptation of existing marketing materials and plans; provided, that Administrator shall have no involvement in direct sales for or marketing of Company or of any of its customers;

(j) Scheduling of patients for the provision of services by the Company at the Facilities;

(k) Obtaining and maintaining written physician orders for each imaging study performed by the Company at the Facilities as and to the extent required by the Patient Protection and Affordable Care Act of 2010;

(l) Obtaining precertification from payors (subject to limitations and requirements, if any, imposed by each applicable payor specifying who is responsible for obtaining such precertification) in a timely manner for patients receiving services performed by the Company at the Facilities;

(m) Assisting Company in its regulatory and other legal compliance efforts and causing Company to take such steps as are required to obtain and maintain all necessary licenses, permits, approvals, certificates of need and authorizations for the Company to conduct its Business and as are required to remain in material compliance with applicable laws, regulations and ordinances, subject to the rights of the Members and Board of Governors to address and resolve compliance issues in accordance with the Operating Agreement;

(n) Implementing data processing and management information systems and procedures and make such changes in said systems and procedures as may be required from time to time for the Company's business operations, including assisting in planning and negotiating with third party vendors and selecting, installing and operating appropriate hardware and software to provide management, billing and clinical information systems support, in each case, in accordance with Section 2.5 below; and

(o) Supervise the disbursement of funds for the operating expenses of the Facilities, including processing vendor's invoices and other accounts payable (including payment of the fees to Administrator required under this Agreement), in accordance with the Budget and the terms of this Agreement.

2.1.3 Budget Development; Preparation of Financial Reports.

(a) **Budget.** Administrator shall prepare the annual Budget for the Company, which Budget shall be subject to approval by the Board of Governors in accordance with the Operating Agreement. The first Budget shall be developed by the Administrator and approved by the Board of Governors within thirty (30) days after execution of the Operating Agreement, with subsequent annual Budgets to be developed by the Administrator and approved by the Board of Governors at least sixty (60) days in advance of the commencement of each fiscal year of the Company and to apply to the succeeding fiscal year. Subject to and except as provided in the Operating Agreement, the Administrator and the Company shall use commercially reasonable efforts to act consistently and in accordance with the applicable Budget. The Budget shall be prepared in reasonable detail and shall include all matters necessary and appropriate for the efficient administration, management and operation of Company, including, but not limited to, revenue assumptions, proposed price increases, a summary of major programs to generate new business, detailed assumptions for all major expense categories, proposed capital expenditures and a summary of projected principal and interest payments and/or lease payments.

(b) **Financial Reports.** Administrator shall deliver to the Company financial reports, prepared on an accrual basis, as follows:

(1) On or before the fifteenth (15th) day of each month, a balance sheet, profit and loss statement, supporting detail general ledger schedules and key management statistics showing the results of operation of the Company and its Business for the preceding month as compared to the Budget and comparable year to date information.

(2) Within sixty (60) days after the end of each fiscal year of Company, utilizing the information to be provided in accordance with Section 2.1.3(b)(1), a balance sheet and related statements of profit and loss for such fiscal year most recently ended.

(3) Within at least twenty (20) days in advance of the commencement of each fiscal year, an estimated profit and loss statement and an estimated cash flow projection statement in reasonable detail for the succeeding fiscal year of the Company, all as part of the Budget described in Section 2.1.3(a).

2.1.4 Personnel. Administrator shall provide or sub-contract for the provision, or arrange for the employment by Company, of all clinical, technical, and office personnel (including the patient scheduling function) required to provide services on-site at the Facilities and other Company locations as necessary for the day-to-day operation of the Business (the "Company Staff"). The number and type of Company Staff shall be consistent with the Budget and any staffing plan for the Facilities approved by the Board of Governors. All Company Staff shall have the basic qualifications, training and proficiency necessary to provide the services being performed by such personnel and shall possess all licenses, certifications, credentials, and

other permits as may be required by applicable federal, state or local law and regulations, and Administrator shall maintain documentation available for review that these requirements are met. Administrator shall determine the salaries and fringe benefits of all Company Staff in a manner consistent with the Budget and any guidelines approved by the Board of Governors. The prior approval of the Board of Governors will be required for (a) the payment of any bonus or other compensation to any Company Staff in addition to ordinary salary amounts, (b) any material increase in salary or compensation for any Company Staff other than as part of the establishment of the Budget for a new fiscal year, or (c) any material increase in the cost of the benefits provided to Company Staff which results from greater or expanded benefits (as opposed to increases in premiums for continuation of existing benefits). Administrator shall provide all payroll processing and payroll tax reporting and related obligations relating to the Company Staff. In exercising its judgment with regard to personnel as provided in this Agreement, Administrator agrees not to discriminate against such personnel on the basis of race, religion, age, sex, disability, national origin or other prohibited factor. If the Company is dissatisfied with the services of any of the Company Staff provided by Administrator, the Company shall consult with Administrator. Administrator shall in good faith and in consultation with the Company determine whether the performance of that employee could be brought to acceptable levels through counsel and assistance, whether such employee should be reassigned to responsibilities not involving the Company, or whether such employee should be terminated. Hiring and firing decisions with respect to the Company Staff shall be within Administrator's sole and absolute discretion; provided, however, that Company may require Administrator to remove any Company Staff from providing services under this Agreement if such removal is approved by the Board of Governors, and provided further that any hiring shall be consistent with any staffing plan and Budget approved by the Board of Governors. In addition, the employee who shall serve as the executive director of the Company's Business shall be subject to the prior approval of the Board of Governors, shall be subject to ongoing review by the Board of Governors on a regular basis to be determined by the Board, and shall also be subject to removal by the Board of Governors.

2.1.5 **Financial Records.** Administrator shall maintain all files and records relating to the operation of the Business including, but not limited to, customary financial records and files. Notwithstanding anything in this Agreement to the contrary, the administration of all files and records shall comply with all applicable federal, state and local statutes and regulations. Administrator shall have the sole responsibility for preparing, or having prepared, on behalf of Company, and making payment, or causing payment to be made, on behalf of the Company all applicable federal, state and local income taxes, gross receipt taxes, FICA taxes, and all other withholding taxes, unemployment and disability benefits, and workers' compensation obligations, and any and all license and permit fees of whatever nature which may be applicable to Company and for filing all information and other tax returns and other returns or reports as may be required of Company; provided, however, that Administrator shall not itself be responsible for paying, and shall have no liability with respect to, the actual amount of any taxes, benefits, obligations, fees or other amounts described in this sentence or for which the Company has any obligation to pay. Company or any Member of Company, or any authorized representative of Company or any Member, including any auditor engaged by Company or any Member, shall have the right, upon reasonable, advance written notice, during normal business hours, to audit any and all files and records maintained by Administrator related to Company and/or the operation of the Business. Notwithstanding the preceding sentence or anything contained in the Business Associate Agreement, attached as Exhibit A to the contrary, at such time as this Agreement expires or terminates, and upon reasonable request and for a bona fide business purpose of Administrator or an affiliate of Administrator related to professional liability matters or regulatory or legal compliance, Company shall provide Administrator with true and complete copies of patient records of all continuing patients of the Company, to the extent such records have been

maintained by or on behalf of Company, with Administrator to pay the cost of making and providing such copies.

2.1.6 **Patient Records.** Administrator shall manage the preparation of, and direct the contents of, patient medical records, all of which shall be and remain confidential and the property of the Company. Administrator shall maintain, on behalf of the Company, all books, records, documents, and other evidence necessary to certify the nature and extent of the services provided by the Company in accordance with accepted business practices, appropriate billing and accounting procedures, and applicable federal, state or local law and regulations. Administrator shall preserve the confidentiality of patient medical records and use the information in such records only for the limited purposes necessary to perform the Administrative Services and other services hereunder.

2.1.7 **Charity Care**. Administrator acknowledges that Company has adopted the charity care policy of STHS. Administrator will provide services under this Agreement in a manner that enables Company to comply with this policy, including without limitation, providing patients with appropriate notice of Company's charity care policy and confirming patient eligibility under the policy. In addition Administrator will track charity care provided by the Company in accordance with standards established by STHS, and will include this information in monthly financial reports provided to Company.

2.1.8 **Quality Control**. Administrator shall implement and maintain a quality improvement program to provide ongoing objective measurements of the quality and efficiency of health care services provided at the Facilities and shall provide data and make regular reports to the Board of Governors regarding quality assurance measures.

2.1.9 **Planning**. Administrator will assist Company in developing and reviewing short, medium and long-range objectives of the Facilities and in formulating recommendations with respect thereto. Any long-range or strategic plans for the Facilities must be adopted by the Board of Governors prior to implementation.

2.1.10 **Governmental Regulations**. Administrator shall use commercially reasonable efforts to cause all things to be done in and about the Facilities necessary for the operations at the Facilities to be in compliance with the requirements of any applicable statute, ordinance, law, rule, regulation, or order of any governmental or regulatory body having jurisdiction over the use of the Facilities. In the event of any change in laws, rules and/or regulations governing the operation of the Facilities to the detriment of either Administrator or Company, Administrator will fully advise Company of such changes and of any actions initiated by any agency which might reasonably be expected to adversely affect the Facilities. Administrator shall immediately notify the Company of any and all facts known to Administrator relating to conduct that presents a material issue of compliance with applicable laws or standards related to Company's business or the Facilities' operations, and shall notify Company of any inquiries outside of normal business practices and/or claims made by third parties, including but not limited to federal health care programs, relating to Company's business or the Facilities' operation of which Administrator becomes aware. Company, acting with the approval of the Board of Governors, shall be solely responsible for reporting any actual or perceived violation of law by Company to any governmental entity.

2.1.11 **Utilization Review**. Administrator shall review the appropriateness and cost-effectiveness of services rendered at the Facilities to its patients and shall provide data and make regular reports to the Board of Governors regarding utilization review measures. The scope and

timing of such review, data provision and reporting shall be as mutually agreed by Administrator and the Company.

2.1.12 **Patient and Referring Physician Satisfaction**. Administrator shall implement procedures to measure patient and referring physician satisfaction at the Facilities and shall provide data and make regular reports to the Board of Governors regarding patient and physician satisfaction measures. The scope and timing of such procedures, measurement, data provision and reporting shall be as mutually agreed by Administrator and the Company.

2.2 **No Billing and Collection Services.** Administrator shall not be responsible under this Agreement for providing or arranging for the provision of health care service billing, collection and accounts receivable management services to Company and/or its Business.

2.3 **Archiving Services.** Pursuant to this Agreement, Administrator shall provide, or arrange for the provision of, archiving services (**"Archiving Services"**) for digital diagnostic imaging services. Such Archiving Services will include the storing, indexing, and archiving, for a reasonable period of time as determined by the Administrator, but not less than five (5) years or such longer time as may be required by applicable law, of all digital radiographs transmitted to Administrator by online system or other electronic media and the provision of reasonable backup devices. The Archiving Services shall enable the images to be accessible by all radiologists providing the professional component of services provided at Facilities as well as by physicians whose patients receive services at such Facilities.

2.4 **Transcription Services.** Pursuant to this Agreement, Administrator shall provide, or arrange for the provision of, transcription services (**"Transcription Services"**) for diagnostic imaging services provided at the Facilities. Such Transcription Services shall consist of an electronic speech recognition system which will produce an electronic report based on dictation by physicians of professional radiology interpretations rendered by the physicians for imaging studies. Such electronic speech recognition system shall initially be Nuance PowerScribe unless a different system is selected by Company subject to the written approval of Administrator, which approval shall not be unreasonably withheld or delayed.

2.5 **Information Systems**. Pursuant to this Agreement, Administrator shall provide, or arrange for the provision of information systems (**"Information Systems"**) for diagnostic imaging services provided at the Facilities. Such Information Systems shall include a radiology information system, a speech recognition system and a PACS system and shall initially be comprised of Fuji Synapse, Nuance PowerScribe and InteleRad, in each case, unless a different system or systems is or are selected by Company subject to the written approval of Administrator, which approval shall not be unreasonably withheld or delayed.

2.6 **Additional Services.** In the event that Company wishes to obtain services in addition to those enumerated herein, Administrator shall discuss with the Company the options available for obtaining such services, and the related costs hereof.

2.7 **Cooperation.** Administrator shall cooperate with Company in the transition of the services provided hereunder as described in Section 5.5.

3. COVENANTS AND OBLIGATIONS OF COMPANY

3.1 **Exclusive Arrangement.** Company acknowledges that, during the term of this Agreement, Administrator is and shall be the exclusive provider to Company of Administrative Services, Archiving Services and Transcription Services for any and all Facilities directly or indirectly wholly-

owned by Company during the term of this Agreement. Except with Company's prior written consent, which consent may be withheld in its sole discretion, Administrator will not, during the term of this Agreement, provide services substantially similar to the Administrative Services, Archiving Services, Transcription Services or the Information Systems for any Competing Imaging Center (as hereinafter defined) that is located within a twenty (20) mile radius of any imaging center, ambulatory surgery center, or other location at which the Company provides outpatient imaging services or any other health care diagnostic imaging and/or therapeutic services. For purposes hereof, the term "Competing Imaging Center" has the meaning set forth in Section 2(b) of that certain Professional Services Agreement dated as of the date hereof by and between Company and Advanced Diagnostic Imaging P.C., a Tennessee professional corporation.

3.2 **Performance by Company.** Company expressly acknowledges and agrees that performance of Administrator's obligations hereunder will require the timely cooperation and support of Company, its Governing Board, Managers and agents, and affirm that they will cooperate and use reasonable efforts to ensure that Administrator is provided in timely fashion the information, including financial data, required by it in the performance of its duties hereunder.

3.3 **Remedies.** In the event of a breach of Section 3.1, Administrator recognizes that monetary damages shall be inadequate to compensate Company and Company shall be entitled, without the posting of a bond or similar security, to an injunction restraining such breach, with the costs (including attorneys' fees) of securing such injunction to be borne by Administrator. Nothing contained herein shall be construed as prohibiting Company from pursuing any other remedy available to it for such breach or threatened breach. The parties hereto hereby acknowledge the necessity of protection against the competition of Administrator and that the nature and scope of such protection has been carefully considered by the parties. The promises of Company contained herein are deemed to be sufficient and adequate to compensate the Administrator for agreeing to the restrictions contained in Section 3.1. If, however, any court determines that the foregoing restrictions are not reasonable, such restrictions shall be modified, rewritten or interpreted to include as much of their nature and scope as will render them enforceable

4. FEES TO ADMINISTRATOR AND PAYMENT OF OPERATING EXPENSES

4.1 Administrative Fee.

4.1.1 Payment of Preliminary Payment. In exchange for the Administrative Services provided by the Administrator, the Company shall pay a monthly administrative fee to Administrator (the **"Preliminary Payment"**) in an amount equal to four and one-half percent (4.5%) of the product of (a) eighty percent (80%) multiplied by (b) Net Collections (as hereinafter defined) for the immediately preceding calendar month, subject to the reconciliation mechanism described in Section 4.1.2 below. "**Net Collections**" shall mean, for any calendar month, the sum of all monies collected or received in such month for health care services billed by or for the Company, less amounts refunded or credited in such month to a patient or third party payor for any reason, including as a result of overpayments, erroneous payments or bad checks. When unpaid billings are referred to a collection agency, the amount of Net Collections shall include the net amount received through the efforts of the collection agency after deducting the collection agency's fees. Except as otherwise provided in Section 4.1.2, the Preliminary Payment shall be billed to Company on or before the fifteenth (15th) day of the immediately succeeding calendar month and shall be payable monthly in arrears on or before forty-five (45) calendar days after the end of the applicable month.

4.1.2 Reconciliation.

(a) Within thirty (30) days after the end of each successive three (3) month period (such period, the "Payment Period") beginning on the Effective Date, Company shall do and calculate each of the following:

(1) Determine (on a cash basis of accounting) the amount of the Net Collections it has received during the Payment Period that is attributable to the technical component only of the services provided by the Company as follows: Net Collections for each imaging study performed by the Company shall be multiplied by the Technical Component Percentage (as hereinafter defined) applicable to each such imaging study (the product of such amounts for each such imaging study, the "Imaging Study Technical Collections"). For purposes hereof, (i) the "**Technical Component Percentage**" means the percentage (based on the split between the professional component and technical component set forth in the Resource Based Relative Value Scale (the "RBRVS") used in the Medicare Physician Fee Schedule in effect on the date of service of such imaging study) of the global billing for the technical component that Medicare pays (or would pay if it were the applicable third-party payor) for such imaging study; (ii) the sum of all Imaging Study Technical Collections shall be referred to as the "**Aggregate Technical Collections**"; and (iii) the product of four and one-half percent (4.5%) multiplied by the Aggregate Technical Collections shall be referred to as the "**Actual Quarterly Administrative Fee**".

(2) The Actual Quarterly Administrative Fee shall be compared against the aggregate of the Preliminary Payments made by Company for the first two (2) months of the period plus the Preliminary Payment to be made for the third (3rd) month.

(3) The amount, if any, by which the Actual Quarterly Administrative Fee exceeds the aggregate of the Preliminary Payments shall be added to the third (3rd) Preliminary Payment, and the amount, if any, by which the Actual Quarterly Administrative Fee is less than the aggregate of the Preliminary Payments shall be subtracted from the third (3rd) Preliminary Payment.

(b) The third (3rd) Preliminary Payment shall be payable in arrears on or before fifteen (15) calendar days after the date of determination of the Actual Quarterly Administrative Fee.

4.1.3 Refund or Credits. If Company is required to refund or credit any patient or third party payor after this Agreement expires or is terminated, Company will invoice Administrator for fees already paid to Administrator on such refunded or credited amounts and Administrator will pay such invoice within thirty (30) days after receipt thereof. This provision shall survive the expiration or earlier termination of this Agreement.

4.2 **Archiving, Transcription and Information Services Fee.** In exchange for the Archiving Services, the Transcription Services and use of the Information Systems, in each case, provided

by the Administrator, the Company shall pay a fee to Administrator (the **"IT Services Fee"**) equal to Two Dollars and Eighty Cents ($2.80) per CPT code billed (each a "Procedure Code") for each procedure (that generated the Procedure Code) performed during the term of this Agreement. The IT Services Fee shall be billed to Company on or before the fifteenth (15th) day of the month immediately succeeding the month in which the procedure that generated the Procedure Code was performed and shall be payable monthly in arrears on or before forty-five (45) calendar days after the end of such month.

4.3 **Company Staff.** In exchange for the Company Staff provided by the Administrator, the Company shall pay Administrator the "Reimbursable Amount" (as defined below). The term "Reimbursable Amount" for any period is an amount equal to the following costs paid or expenses accrued by Administrator during such period for the Company Staff based on the proportionate share of the time in which the Company Staff provides services to the Company relative to other activities or services for Administrator or its affiliates: (i) salaries and wages; (ii) Administrator's share of social security taxes, Medicare taxes, and other payroll taxes; (iii) premiums, contributions and other amounts paid by Administrator for coverage by any welfare or pension plans; (iv) premiums for worker's compensation insurance; (v) vacation, holiday, sick pay and other paid time off attributable to the Company Staff, to the extent such amounts are actually paid out to Company Staff as additional compensation; and (vi) any expense reimbursement for reasonable business expenses incurred by Company Staff while providing services on behalf of the Company to the extent consistent with the business expense policy adopted by the Board of Governors from time to time. The proportionate share of the time in which members of the Company Staff provide services to the Company relative to other activities or services for Administrator or its affiliates shall be consistent with the Budget and with the terms of any staffing plan for the Facilities approved from time to time by the Board of Governors. Administrator shall issue an invoice to the Company semi-monthly (*i.e.*, twice per month) specifying the Reimbursable Amount for the immediately preceding pay period. Company shall pay the Reimbursable Amount specified in each invoice via electronic funds transfer on approximately the 11th and the 27th day of each month, which is the approximate date on which Administrator pays its payroll (the "Payroll Date"). If the Payroll Date falls on a holiday, Company will pay the Reimbursable Amount on the business day immediately preceding the holiday. Administrator will provide Company with written instructions for the electronic funds transfer, and Company will be responsible for any costs of making the electronic funds transfer. The Company shall not have any liability to any of the Company Staff with respect to compensation or benefits provided by Administrator. The sole liability of the Company shall be to reimburse Administrator for the Reimbursable Amount. As used in this Agreement and for purposes of calculating the Reimbursable Amount, the term "Company Staff" shall not include the Administrator's President (as of the Effective Date, Chad L. Calendine, M.D., serves in such position), Chief Executive Officer (as of the Effective Date, Michael Moreland serves in such position), Chief Financial Officer (as of the Effective Date, Mark Gaw serves in such position), Chief Operating Officer (as of the Effective Date, Joy Sweeney serves in such position), Director of Information Technology (as of the Effective Date, James C. King, III, M.D., *de facto* serves in such position, although he does not hold this title), any physician (unless reimbursement for the services of the physician has been specifically approved by the Board of Governors), or any personnel providing Transcription Services, Archiving Services or access to and use of the Information Systems for the Company, it being the intention of the parties that the Actual Quarterly Administrative Fee and the IT Services Fee, respectively, shall compensate Administrator for the provision of these services by these personnel. In addition, the term "Company Staff" shall not include any personnel providing billing and collection services.

4.4 **Other Reimbursable Expenses**. To the extent Administrator, in providing services to Company pursuant to this Agreement, pays or incurs any other Company expenses, the Company shall reimburse Administrator for such Company expenses to the extent they are included in or consistent with the approved Budgets (such expenses being referred to herein as "Operating Expenses"). Any Operating Expenses to be reimbursed to Administrator pursuant to this Section 4.4 shall be billed and paid with the

Actual Quarterly Administrative Fee as provided in Section 4.1.2 of this Agreement.

4.5 **Method of Calculation.** All calculations under this Article 4 including, but not limited to, those related to the determination of collections or receipts of the Company, shall be made on an accrual basis of accounting in accordance with United States of America Generally Accepted Accounting Principles ("**GAAP**"), reasonably and consistently applied.

4.6 **Access to Books and Records**. For purposes of confirming the compensation due and owing Administrator: (a) Company shall provide Administrator and its authorized representatives reasonable access, during regular business hours and upon reasonable, advance written notice, to those books and records of Company which directly relate to the calculation of such compensation; and (b) Administrator shall provide Company and its authorized representatives reasonable access, during regular business hours and upon reasonable, advance written notice, to those books and records of Administrator which directly relate to the calculation of such compensation. All such information and access shall be subject to the terms and conditions of Section 7.4 herein.

5. TERM OF AGREEMENT

5.1 **Term.** Unless earlier terminated as set forth herein, this Agreement shall be effective as of the Effective Date hereof and shall continue in full force and effect for an initial term of one (1) year through March 31, 2012. This Agreement may be renewed by the Company on the same terms set forth in this Agreement for one (1) additional one (1) year term upon delivery of written notice of renewal to Administrator not less than thirty (30) days prior to the end of the initial term, subject to the written consent of Administrator, which consent shall not be unreasonably withheld or delayed.

5.2 **Termination Upon Cause or Upon a Specified Event.**

5.2.1 Either party shall be entitled to terminate this Agreement upon written notice if the other party breaches any material covenant, agreement, term or provision of this Agreement (other than Section 1.4, the breach of which Section shall be governed by Section 5.2.5 below) required to be kept, observed or performed by such party, and such failure shall continue and is not cured to the reasonable satisfaction of the non-breaching party within a period of thirty (30) days after written notice thereof to the defaulting party.

5.2.2 Either party shall be entitled to terminate this Agreement upon written notice if the other party enters a plea of *nolo contendere* for or is convicted of a criminal offense (including, but not limited, to fraud or embezzlement), is convicted of violating any federal, state or local law, rule or regulation related to the provision of or billing for health care services, or is excluded from Medicare or any other governmental health care program.

5.2.3 This Agreement shall automatically terminate if either party dissolves or voluntarily files a petition in bankruptcy or makes an assignment for the benefit of creditors or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization or moratorium statute, or either party is the subject of an involuntary petition in bankruptcy which is not set aside within sixty (60) days of its filing.

5.2.4 This Agreement shall automatically terminate on the date that NOL, LLC, a Tennessee limited liability company, or any Affiliate thereof, ceases, for any reason, to be a Member of the Company.

5.2.5 Company shall be entitled to terminate this Agreement upon written notice if

Administrator breaches Section 1.4 and such failure shall continue and is not cured to the reasonable satisfaction of Company within a period of thirty (30) days after written notice thereof to Administrator.

5.2.6 Company shall be entitled to terminate this Agreement upon not less than thirty (30) days prior written notice to Administrator in connection with the establishment of a successor billing and administrative services company as contemplated in the Operating Agreement (the "Successor Administrator").

5.3 **Jeopardy**.

5.3.1 **Change in Law**. In the event that legislation is enacted (or any final legislation is proposed and will become effective within one (1) year thereafter), new regulations are promulgated (or any final rule is issued and will become effective within one (1) year thereafter), a decision of a court with jurisdiction over Company is rendered or an opinion of a government agency is issued that, in the written opinion of Administrator's or Company's legal counsel issued to such party with respect to the specific matter in question, affects or may affect the legality of this Agreement or the ability of any party hereto to operate in accordance with applicable laws, rules and regulations ("Change in Law"), then the affected party (the "Affected Party") shall send the other party a notice of the Change in Law and the parties shall negotiate in good faith to amend this Agreement to comply with such Change in Law, while also preserving, to the maximum extent possible, the underlying economic, financial and operational arrangements and delegation of responsibilities and discretion among the parties hereto. In the event that the parties hereto are unable to reach an agreement on how to amend this Agreement to comply with such Change in Law within forty-five (45) days of notice of the Change in Law from the Affected Party to the other party, then any party may, by delivery of written notice thereof to the other party, promptly terminate this Agreement.

5.3.2 **Tax-Exempt Status Issues**. If, in the reasonable and good faith judgment of STHS (so long as it is a Member of Company) and its legal counsel, any term or provision of this Agreement or the manner in which the Company is being operated or managed pursuant to this Agreement, could result in a Tax-Exempt Issue, then STHS shall send a notice to Administrator and the parties shall negotiate in good faith to amend this Agreement to address such Tax-Exempt Issue, while also preserving, to the maximum extent possible, the underlying economic, financial and operational arrangements and delegation of responsibilities and discretion among the parties hereto. In the event that the parties hereto are unable to reach an agreement on how to amend this Agreement in a manner that is satisfactory to STHS to address the Tax-Exempt Issue within forty-five (45) days of notice of the Tax-Exempt Issue from STHS to Administrator, then Company (at the direction of STHS) may, by delivery of written notice thereof to Administrator, promptly terminate this Agreement.

5.4 **Actions Upon Termination**. Upon termination of this Agreement for any reason: (a) Company may retain any information and materials prepared for Company by Administrator, including, but not limited to, administrative, accounting and personnel policy and procedure manuals prepared by Administrator, and all data accumulated through Administrator's provision of Administrative Services, Archiving Services or Transcription Services or through its business administration, utilization management or quality improvement systems, programs, plans or procedures; (b) Company shall return to Administrator any software or hardware systems owned, leased or licensed by Administrator; (c) Administrator shall cooperate with the Company to effect the transition to another administrative company if one is appointed by the Company to succeed Administrator; (d) Administrator shall return to Company all books, records, files, information and other property of Company, including, without

limitation, all patient records (including PACS images), billing records, licenses, accreditations, supplies, inventory, contracts, and financial and accounting records; and (e) Administrator shall deliver to the Company all funds, if any, controlled by or in the possession of Administrator as agent for the Company; provided, however, that, except as otherwise provided in Section 4.1, Administrator shall be entitled to all Actual Quarterly Administrative Fees, IT Services Fees and Operating Expenses which have accrued or are owed to Administrator under this Agreement.

5.5 **Transition of Services**. Administrator will cooperate with and reasonably assist Company in transitioning the Administrative Services and other services provided hereunder from the Administrator to the Successor Administrator, such that the Successor Administrator can assume responsibility for such services effective as of the termination of this Agreement without any disruption in the operations of any of the Facilities. Without limitation, Administrator shall cooperate with the Company and the Successor Administrator in transitioning employment of Company Staff to the Successor Administrator provided such transitioning of personnel has been approved by the Company.

6. INSURANCE; RESPONSIBILITY FOR CLAIMS

6.1 **Insurance to be Maintained by Administrator**. Throughout the term of this Agreement, Administrator shall, at its sole cost and expense, procure, keep and maintain insurance coverage in the minimum amount of $1,000,000 per occurrence and $3,000,000 annual aggregate for errors and omissions and commercial general liability, and applicable state statutory limits for workers compensation. Said insurance policies shall be issued by an insurance company licensed in the state where Administrator is located, and the policy shall cover all services Administrator, its directors, officers, employees, agents, Company Staff and/or contractors provide. Administrator shall arrange to have Company named as additional insured as its interests may appear with respect to such insurance coverage and shall provide Company with a certificate evidencing such insurance and endorsement upon request.

6.2 **Insurance to be Maintained by Company**. Throughout the term of this Agreement, Company shall, at its sole cost and expense, procure, keep and maintain insurance coverage in the minimum amount of $1,000,000 per occurrence and $3,000,000 annual aggregate for professional liability and commercial general liability, and applicable state statutory limits for workers compensation. Said insurance policies shall be issued by an insurance company licensed in the state where Company is located, and the policy shall cover all services Company, its directors, officers, employees, agents and/or contractors provide. Company shall provide Administrator with a certificate evidencing such insurance upon request.

6.3 **Indemnification**. Company shall indemnify, hold harmless and defend Administrator, its members, managers, governors, employees, agents, successors and assigns, from and against any liability, loss, damage, claim, cause of action, cost or expense, including reasonable attorneys' fees, caused by or as a result of the any acts or omissions of Company or any of its managers or employees. Administrator shall indemnify, hold harmless and defend Company, its members, managers, governors, employees, agents, successors and assigns, from and against any liability, loss, damage, claim, cause of action, cost or expense, including reasonable attorney's fees, caused by or as a result of any acts or omissions of Administrator or any of its managers or employees, including Company Staff.

7. PROPRIETARY/CONFIDENTIAL INFORMATION AND ACCESS TO BUSINESS

7.1 **Access to Records**.

7.1.1 Administrator shall, during the term hereof, be given complete access to

Company, the Business and their respective records, offices and the Facilities, equipment, personnel and vendors, in order that Administrator may carry out its obligations hereunder, subject to confidentiality requirements of patient medical records.

7.1.2 Administrator shall keep all records relating to this Agreement open and available for inspection by the Company or other authorized persons, and shall maintain all books, records, documents and other evidence necessary to certify the nature and extent of the services provided under this Agreement consistent with accepted business practice, appropriate accounting procedures and applicable federal, state or local law and regulations. The Company or any other duly authorized person shall have reasonable access during normal business hours to such books, records, documents, and other evidence of the Administrator for the purpose of inspection, audit, and copying, at its sole cost and expense.

7.2 **Confidentiality.** Administrator recognizes that all information and records, and all business information, documents, and records, including but not limited to those located at any Facility which the Company operates are the property of Company (collectively the **"Confidential Information"**), and that during and after the term of this Agreement, Administrator shall not remove, use, disclose or reproduce such Confidential Information except for the limited purpose of fulfilling Administrator's obligations under this Agreement or as otherwise directed in writing by Company. Administrator shall not have any rights to such Confidential Information or records or to copies thereof except as may be required by applicable law. Administrator may disclose Confidential Information in response to any valid subpoena or other valid compulsory process, provided that Company shall have the right, at its discretion, to first use its best efforts to make all legitimate, good faith objections, if any, to the production of such information and, if production is required, shall have the right, at its discretion, to use its best efforts to seek a protective order limiting dissemination of such Confidential Information, the contents thereof and the transactions contemplated thereby solely to persons having a need to know for purposes of the proceeding in which the production is sought. In the event that Administrator is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to make any disclosure which is prohibited or otherwise constrained by this Section 7.4, Administrator shall (i) provide Company with prompt notice of such request(s) so that Company may seek an appropriate protective order or other appropriate remedy (at Company's sole expense) and/or waive Administrator's compliance with the provisions of this Section 7.4, and (ii) cooperate with Company in its efforts to decline, resist or narrow such requests. Administrator also acknowledges that any damages for breach of this Section 7.4 may be incalculable and an insufficient remedy. Accordingly, Administrator agrees that in the event of any breach of this Section 7.4, Company shall be entitled to equitable relief, including injunctive relief and specific performance.

8. MISCELLANEOUS

8.1 **Excluded Provider**. Administrator and Company hereby represent and warrant to each other that they are not and at no time have been excluded from participation from any federally funded health care program, including Medicare and Medicaid. Administrator agrees to immediately notify the Company and Company agrees to immediately notify Administrator of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare or Medicaid. In the event that Administrator or Company is excluded from any federally funded health care program during the Term of this Agreement, this Agreement shall, as of the effective date of such exclusion, automatically terminate. In addition, each party agrees that it will not employ, contract with, or otherwise use the services of any individual whom it knows or should have known, after reasonable inquiry, (a) has been convicted of a criminal offense related to health care (unless the individual has been reinstated to participation in Medicare and all other Federal health care programs after being excluded because of the conviction), or (b) is currently listed by a Federal agency as excluded, debarred, or otherwise ineligible

for participation in any Federal health care program and further agrees that it will immediately notify the other in the event that any person in its employ, has been excluded, debarred, or has otherwise become ineligible for participation in any Federal health care program. Each party agrees to continue to make reasonable inquiry regarding the status of its employees and independent contractors on a regular basis by reviewing the General Services Administration's List of Parties Excluded from Federal Programs and the HHS/OIG List of Excluded Individuals/Entities. If an employee or contractor of either party is excluded from any Federal health care program, the applicable party shall immediately remove that employee or contractor from providing services under this Agreement. Each party will indemnify and hold the other party harmless from and against any loss, liability, judgment, penalty, fine, damages (including punitive and/or compounded damages), costs (including reasonable attorneys' fees and expenses) incurred by the other party as a result of an exclusion with respect to the indemnifying party or any employee or contractor thereof, or the indemnifying party's breach of this Section.

8.2 **Assignment; Subcontracting.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors, and permitted assigns. Company may not assign this Agreement nor any rights hereunder, nor may it delegate any of its duties to be performed hereunder, without the prior written consent of Administrator. Administrator may not assign or transfer this Agreement in its entirety, or assign or subcontract any of the responsibilities or duties of Administrator hereunder, without the prior written consent of Company; provided, however, that Administrator shall have the right to assign certain responsibilities under this Agreement and/or to subcontract with any responsible party(ies) (including affiliates of Administrator) to arrange for the provision of certain items and services hereunder (but not for substantially all of Administrator's responsibilities and obligations under this Agreement) as long as: (a) any assignment or subcontracting by Administrator is consistent with or specifically contemplated by the applicable Budget and is for items or services that either: (i) Administrator is incapable of providing, (ii) will be provided through such assignment or subcontract on only a reasonably temporary basis, or (iii) must be provided on an assigned or subcontracted basis in order to address or respond to urgent or emergent circumstances; (b) Administrator shall remain primarily responsible for any assignee's or subcontractor's performance; and (c) Administrator shall be solely responsible for payment of any fees, expenses or other amounts due to any assignee or subcontractor, and Company shall not be liable for any such fees, expenses or other amounts either directly or as expenses of Administrator charged to Company.

8.3 **Confidentiality of Agreement.** This Agreement and the terms and conditions hereof shall be maintained in confidentiality by both parties except where disclosure is required by law or in performance hereof.

8.4 **Amendment.** This Agreement may only be amended or modified by a written instrument executed by both parties. Subject to the severability provisions set forth in Section 8.9 and to the terms of Section 5.3.1 above, this Agreement shall be subject to immediate review and amendment if required by any change in state or federal regulations, including regulations pertaining to state, federal, or other third-party reimbursement programs; provided, however, that any such amendment shall be subject to the approval of the parties hereto.

8.5 **Headings.** The headings of the various sections of this Agreement are for convenience of reference only, and shall not modify, define, limit or expand the express provisions of this Agreement.

8.6 **Entire Agreement.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and any representation, promise, or condition in connection therewith not incorporated herein shall not be binding upon either party. This Agreement supersedes any prior agreement between the parties with respect to such subject matter.

8.7 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, including facsimiles thereof, shall be deemed to be an original, and each such counterpart shall together constitute the same agreement.

8.8 **Notices.** All notices or other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given, if by hand delivery, upon receipt thereof; by telefax upon confirmation of transmission; or if mailed by certified or registered mail or nationally recognized courier service, postage or delivery costs prepaid, on the date of deposit at the courier service or in the United States mail, and in any event, to be addressed to either party at the addresses provided in the signature blocks below, or at such other address as may hereafter be provided by proper notice. A courtesy copy of any notice required hereunder shall also be sent to each party's counsel at such address as may be requested, but failure to do so shall not in any way affect the rights, obligations, and liabilities of the parties hereto.

8.9 **Effect of Invalidity.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the effective period of this Agreement, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each illegal, invalid or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

8.10 **Applicable Law.** The parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee without regard to principles of conflicts of laws.

8.11 **HIPAA Compliance.** As of the Effective Date, Company and Administrator shall enter into the Business Associate Agreement attached as **Exhibit A**.

8.12 **No Obligation to Make Referrals.** The parties acknowledge that none of the benefits granted the parties under this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. The parties further acknowledge that neither party is restricted from referring any service to, or otherwise generating any business for, any other entity of its choosing.

8.13 **Waiver.** No consent or waiver, express or implied, by a party to or of any breach or default by any other party in the performance by such party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act or failure to act of any other party or to declare any other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of such default or its rights under this Agreement. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.

8.14 **Prevention of Performance by Administrator.** Administrator shall not be liable for any loss or damage to Company (including, without limitation, direct, indirect, incidental and consequential damages) due to any failure in Administrator of its performance hereunder (a) because of compliance with any order, request, or control of any governmental authority or person purporting to act therefore, whether or not said order, request or control ultimately proves to have been invalid; or (b) when Administrator's performance is interrupted, frustrated or prevented, or rendered impossible or impractical

because of wars, terrorism, hostilities, public disorders, acts of enemies, sabotage, riots, insurrection, strikes, lockouts, fires, or acts of God, or any other cause beyond Administrator's control similar to any of the foregoing. Without limitation of the foregoing, Administrator shall not be required to challenge or resist any such order, request or control, or to proceed or attempt to proceed with performance, if such performance shall involve material additional expense or a material departure from Administrator's normal practices, unless the parties shall expressly agree as to the further obligations (including, without limitation, an obligation to bear all or part of any such additional expense) to be borne by Company as a result thereof.

8.15 **Interpretation.** All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter as the context requires.

8.16 **No Strict Constriction.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent and agreement, and no rule of strict construction shall be applied against any party.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MIDDLE TENNESSEE IMAGING, LLC

Address:
102 Woodmont Boulevard, Suite 700
Nashville, TN 37205
Attention: President

By: _____

Its: Sheila M. Sferrella, Secretary

PHYDATA, LLC

Address:
28 White Bridge Road, Suite 111
Nashville, TN 37205
Attention: Chad L. Calendine, M.D., President

By: _____

Its: Chad L. Calendine, M.D., President

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") by and between **Middle Tennessee Imaging, LLC**, a Tennessee limited liability company **("Company")** and PhyData, LLC, a Tennessee limited liability company ("**Administrator**") is effective as of this 1st day of April, 2011.

RECITALS

WHEREAS, the parties have entered into an arrangement (the "Arrangement") for the provision of administrative services by Administrator ("Business Associate") to Company ("Covered Entity"); and

WHEREAS, the Company is a Covered Entity as that term is defined by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"); and

WHEREAS, the Arrangement contemplates the provision of certain items and services that may create a business associate relationship among the parties; and

WHEREAS, the parties intend to protect the privacy and security of PHI disclosed, collected or created by Business Associate hereunder in compliance with HIPAA, subtitle D of Title XIII of division A of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the "HITECH Act"), and the applicable regulations promulgated under HIPAA and the HITECH Act (collectively, the "HIPAA Regulations").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Definitions. TERMS USED, BUT NOT OTHERWISE DEFINED, IN THIS AGREEMENT SHALL HAVE THE SAME MEANING AS THOSE TERMS IN THE HIPAA REGULATIONS, EXCEPT THAT (I) THE TERMS "PHI" AND "ELECTRONIC PHI" SHALL HAVE THE SAME MEANING AS SET FORTH IN 45 CFR §160.103, LIMITED TO THE INFORMATION CREATED OR RECEIVED BY BUSINESS ASSOCIATE FROM OR ON BEHALF OF COVERED ENTITY; AND (II) REFERENCES HEREIN TO "BUSINESS ASSOCIATE" SHALL REFER TO EITHER PARTY, TO THE EXTENT SUCH PARTY IS ACTING AS A BUSINESS ASSOCIATE TO THE OTHER PARTY.

2. Obligations of Business Associate.

A. Permitted Uses and Disclosures. Business Associate agrees to not use or disclose PHI other than (i) as permitted or required by the Arrangement; (ii) as permitted by this Agreement or (iii) as Required By Law. Business Associate shall not use PHI in any manner that would constitute a violation of the HIPAA Regulations, or other applicable federal or State law if so used by Covered Entity. Business Associate may use or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures for the purposes described in this sentence are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Business Associate shall limit its use, disclosure and request of PHI to the minimum necessary for the purpose of the use, disclosure or request.

B. Additional Permitted Uses and Disclosures.

(i) Use or Disclosure to Provide Data Aggregation Services. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

(ii) Violations of Law. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1). To the extent permitted by law, Business Associate shall promptly notify Covered Entity in the event that Business Associate makes such a report.

(iii) De-Identification of Protected Health Information. Business Associate may de-identify any and all PHI provided that de-identification conforms to the requirements of the Privacy Rule. The parties acknowledge and agree that de-identified data is not subject to the terms of this Agreement.

(iv) Limited Data Sets. Business Associate may use any and all PHI in order to create Limited Data Sets and may use or disclose such Limited Data Sets only as permitted by 45 C.F.R. § 164.514(e). Except as set forth in this section, the conditions and restrictions contained herein on Business Associate's use and disclosure of PHI apply to Business Associate's use and disclosure of PHI contained in such Limited Data Sets. Further, Business Associate agrees that it shall not identify the information contained in such Limited Data Sets or contact the Individuals who are the subject of the PHI contained in such Limited Data Sets, except as otherwise permitted or required by this Agreement.

C. Appropriate Safeguards. Business Associate shall use appropriate physical, administrative and technical safeguards that (i) reasonably and appropriately protects the confidentiality, integrity, and availability of PHI it creates, receives, maintains or transmits on behalf of Covered Entity, and (ii) prevent use or disclosure of, or access to, the PHI other than as provided for by this Agreement. To the extent applicable, Business Associate will comply with the security standards at 45 CFR Parts 160 and 164 with respect to Electronic PHI.

D. Reporting of Security Incident, Improper Use or Disclosure and Breach. Business Associate agrees to report to Covered Entity: (i) any Security Incident; and (ii) any access to, or use or disclosure of, PHI not provided for by this Agreement, of which it becomes aware. Business Associate further agrees to notify Covered Entity of any Breach of Unsecured PHI that it discovers, to the extent that Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, uses or discloses Unsecured PHI. The notice shall include if known the identification of each individual whose PHI accessed, acquired or disclosed in connection with the event giving rise to Business Associates obligation to notify Covered Entity under this Section 2(D), and any other information then available that the Covered Entity must include in its notice to the individual under 45 CFR 164.404(c). All notices required by this Section 2(D) shall be provided in writing to Covered Entity within five (5) days of the date of discovery by Business Associate. Business Associate shall promptly mitigate the harmful effects of any event as to which Business Associate is required by this Section 2(D) to notify Covered Entity.

E. Agents and Subcontractors. Business Associate shall ensure that any agent or subcontractor to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

F. Access; Amendment. If Business Associate holds PHI in a Designated Record Set, Business Associate agrees to (i) provide access, within five (5) business days of a written request by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to allow Covered Entity comply with 45 CFR §164.524; and (ii) make any

amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, within five (5) business days of a written request by Covered Entity specifying the amendments.

G. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate shall provide to Covered Entity information collected in accordance with this Section 2 (G) within five (5) business days of a written request by Covered Entity, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

H. Government Access. Business Associate shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with HIPAA. Notwithstanding the foregoing, nothing in this Section shall be deemed to require Business Associate to waive the attorney-client, accountant-client, or other legal privilege, and nothing in this Section shall impose upon Covered Entity any obligation to review Business Associate's practices, books or records.

I. Uses and Disclosures Required By Law. Except to the extent prohibited by law, Business Associate shall immediately notify Covered Entity if it receives a request for disclosure of PHI with which Business Associate believes it is Required By Law to comply and disclosure pursuant to which would not otherwise be permitted by this Agreement. Business Associate shall provide Covered Entity with a copy of such request, shall consult and cooperate with Covered Entity concerning the proper response to such request, and shall provide Covered Entity with a copy of any information disclosed pursuant to such request.

J. Standard Transactions. To the extent that, under the Arrangement, Business Associate conducts on behalf of a Covered Entity all or part of a Transaction (as defined in 45 C.F.R. Parts 160 and 162 (the "Electronic Transactions Rule")), Business Associate shall comply with, and shall cause any of its agents or subcontractors to comply with, the Electronic Transactions Rule. This section shall become effective on the date on which Covered Entity and Business Associate entered into the Arrangement pursuant to which Business Associate conducts all or part of a Transaction on behalf of a Covered Entity.

K. Compliance with HIPAA. Business Associate shall comply with all applicable provisions of HIPAA, HITECH and the HIPAA Regulations. This Agreement shall be construed as broadly as necessary to permit Covered Entity to comply with HIPAA, HITECH and the HIPAA Regulations.

3. Obligations of Covered Entity.

To the extent that any of the following may affect Business Associate's use or disclosure of PHI, Covered Entity shall notify Business Associate in writing (i) of any limitation(s) in its notice of privacy practices of Covered Entity; (ii) any changes in, or revocation of, permission by Individual to use or disclose PHI; or (iii) any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

4. Term and Termination; Indemnity.

A. Term; Termination. The Term of this Agreement shall be effective as of the date signed by Covered Entity, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause. Either Party may terminate this Agreement due to a material breach of this Agreement by the other Party upon giving the other Party at least thirty (30) days prior written notice, provided the breaching party does not cure the breach prior to the effective date of termination. If neither termination nor cure is feasible, the non-breaching party may report the violation to the Secretary.

C. Effect of Termination. On termination of this Agreement for any reason Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. This Section 4(C) shall survive the termination or expiration of this Agreement, and the completion or termination of the Services.

5. Interpretation.

This Agreement and the Arrangement shall be interpreted as broadly as necessary to implement and comply with ARRA, HIPAA and the HIPAA Regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with ARRA, HIPAA and the HIPAA Regulations.

MISCELLANEOUS

A. Injunctive Relief. The parties understand and acknowledges that any use or disclosure of PHI in violation of this Agreement will cause irreparable harm, the amount of which may be difficult to ascertain, and therefore each party agrees that in the event such a violative use or disclosure of PHI occurs and continues to occur, the non-disclosing party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining the disclosing party from engaging in any such further use, disclosure or breach and for such other relief as the non-disclosing party shall deem appropriate. Such right of the non-disclosing party to be in addition to the remedies otherwise available to that party at law or in equity. The parties expressly waive the defense that a remedy in damages will be adequate and further waive any requirement in an action for specific performance or injunction for the posting of a bond by the disclosing party.

B. Amendment. This Agreement may be amended only by written agreement between the parties.

SIGNATURE PAGE FOLLOWS

PHYDATA, LLC

By: _____

Title: _____

Date: _____

MIDDLE TENNESSEE IMAGING, LLC

By: _____

Title: _____

Date: _____

Tab 6

Site Entitlement
Attachment A-6, A

May 15, 2018

Mark Gaw
Middle Tennessee Imaging, LLC d/b/a Premier Radiology
3024 Business Park Circle
Goodlettsville, Tennessee 37072-3132

Re: Letter of Intent to Sublease Space – 3754 Murfreesboro Pike, Antioch, TN

Dear Mark:

Below is a summary of the basic terms upon which Saint Thomas Health ("Sublandlord") proposes to sublease space (the "Premises") to Middle Tennessee Imaging, LLC d/b/a Premier Radiology ("Subtenant"). The Premises are located in the medical office building containing approximately 31,593 square feet being constructed at 3754 Murfreesboro Pike, Antioch, Tennessee (the "Building"). This letter shall not constitute a binding letter of intent, contract or agreement. Upon Subtenant's execution hereof, Sublandlord will instruct its counsel to prepare a sublease agreement (the "Sublease"), based on the terms of this letter of intent, for review by the parties.

PREMISES:	The Premises shall consist of the approximately 3,078 rentable square feet of space in the Building described on **Exhibit A**.
TERM:	10 years.
EXTENSION OPTION:	Subtenant shall have 1 extension option which, if exercised, will extend the term of the Sublease for an additional 5 years.
COMMENCEMENT DATE:	The earlier of (i) 90 days after Sublandlord delivers possession of the Premises to Subtenant, or (ii) the date that Subtenant opens for business in the Premises.
BASE RENT:	Subtenant shall pay Sublandlord base rent ("Rent") for the Premises in an amount equal to $8,646.62 ($33.71/SF) per month, prorated for any partial month during Term. The Base Rent shall increase by 1.5% per annum.
ADDITIONAL RENT:	During the Term, Subtenant will be responsible for its pro-rata share of the Building's operating expenses, utilities, real estate taxes and insurance.
PERMITTED USE:	The Premises may be used by Subtenant solely for medical imaging, including, without limitation, the operation of CT scanners, MRIs, X-Rays and other imaging equipment, and for purposes incidental thereto.
IMPROVEMENT ALLOWANCE:	Sublandlord will provide Subtenant a tenant improvement allowance of $50.00/SF of rentable space.
MASTER LEASE:	Subtenant shall at all times comply with the terms of the Lease Agreement between Mosaic Investors LLC, as landlord, and Sublandlord, as tenant, dated April 12 2017, as amended.

BROKERS: Sublandlord and Subtenant each represents and warrants to the other that it has not dealt with any broker in connection with the transaction contemplated herein.

Of course, the Sublease will contain additional provisions that are customary for real estate transactions of this nature, but such provisions will be subject to our mutual agreement. Neither Sublandlord nor Subtenant shall have any obligations with respect to the transaction contemplated herein until both parties have executed the Sublease.

We look forward to working with you on this matter. Please feel free to contact me with any questions or concerns.

Sincerely,

Saint Thomas Health

By: _____
Title: CFO

ACKNOWLEDGED AND AGREED TO:

Middle Tennessee Imaging, LLC d/b/a
Premier Radiology

By: _____
Title: President

PREPARED BY AND WHEN RECORDED
RETURN TO:

Michael B. Noble, Esq.
Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, Tennessee 37203

MEMORANDUM OF LEASE, RIGHT OF
FIRST REFUSAL AND RESTRICTIONS

THIS MEMORANDUM OF LEASE, RIGHT OF FIRST REFUSAL AND RESTRICTIONS (the "***Agreement***") is made as of the 18 day of May, 2018, by and between ANTIOCH-MOSAIC INVESTORS, LLC, a Tennessee limited liability company ("***Landlord***"), and SAINT THOMAS HEALTH, a Tennessee not-for-profit corporation ("***Tenant***").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated April 12, 2017 (the "***Lease***"), pursuant to which Landlord leases to Tenant certain real property located in Nashville, Davidson County, Tennessee and more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference, including, but not limited to, all buildings, structures and other improvements now or hereafter located thereon and all rights, interests, easements, privileges, tenements, hereditaments and other matters appurtenant thereto (collectively, the "***Premises***"); and

WHEREAS, Landlord and Tenant desire to give all Persons notice of the terms and conditions of the Lease; and

WHEREAS, Landlord has agreed to create, establish and impose certain covenants and restrictions for the benefit of Tenant as set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Any capitalized terms used but not expressly defined herein shall have the meaning ascribed to them in the Lease.

2. Lease. Landlord does hereby lease to Tenant, and Tenant does hereby take and hire from Landlord, the Premises upon the terms set forth in the Lease. The Lease is incorporated in this Agreement by reference. In the event of any conflict between the provisions of this Agreement and the provisions of the Lease, the provisions of the Lease shall govern and control.

3. Term. Unless earlier terminated or extended in accordance with the terms of the Lease, the initial term of the Lease (the "***Initial Term***") shall commence on the Commencement Date and expire at midnight on the last day of the one hundred twentieth (120th) full calendar month after the month in which the Commencement Date occurs. The Lease grants Tenant three (3) extension options (such options being individually referred to as an "***Extension Option***" and collectively referred to as the "***Extension Options***"), each of which, if exercised, shall extend the term of this Lease for an additional five (5) years (each an "***Extension Period***").

4. Signage. Tenant may install any and all signs, banners and other advertising materials on the Premises (interior and exterior) that are permitted under Applicable Laws, on the terms and conditions set forth in the Lease.

5. Intent. All Persons are hereby put on notice of, and shall have a duty to inquire regarding, the terms of the Lease.

6. No Liens. Notice is hereby given that Landlord will not be liable for any work, services, materials or labor furnished to Tenant during the Term, and no mechanic's, materialmen's or other lien arising or resulting from Tenant's failure to pay any amounts owed by Tenant shall attach to Landlord's interest in the Premises.

7. Transfer Restrictions. The Lease contains restrictions on the sale, transfer, assignment or conveyance of the Landlord's interest in the Premises and/or the Lease, on the terms and conditions set forth in the Lease.

8. Right of First Refusal. The Lease grants Tenant a right of first refusal to purchase the Premises, on the terms and conditions set forth in the Lease.

9. Successors. This Agreement shall inure to the benefit of and be binding upon Landlord and Tenant and their respective representatives, successors and assigns.

10. Governing Law. The laws of the State of Tennessee shall govern the interpretation, validity, performance, and enforcement of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be duly executed as of the day and year first above written.

TENANT:

Saint Thomas Health,
a Tennessee not-for-profit corporation

By: _____
Name: Lisa Davis
Title: CFO

STATE OF Tennessee
COUNTY OF Davidson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Lisa Davis, whose name as CFO of Saint Thomas Health, a Tennessee not-for-profit corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, she / he, in her / his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 17 day of May, 2018.

_____
Notary Public
My Commission Expires: 9/7/2021

JEANNIE STOREY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires September 7, 2021

LANDLORD:

Antioch-Mosaic Investors, LLC,
a Tennessee limited liability company

By: BGV Medical Office, LLC,
a Florida limited liability company,
its Managing Member

By: BGV Limited, LLLP, a Florida
limited liability limited partnership

By: _____
Its: _____

STATE OF Florida
COUNTY OF Pinellas

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that David S. Coia, whose name as Member Mgr. of BGV Limited, LLLP, a Florida limited liability partnership, as Member of BGV Medical Office, LLC, a Florida limited liability company, as Managing Member of Antioch-Mosaic Investors, LLC, a Tennessee limited liability company, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, she / he, in her / his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability partnership on the day the same bears date.

Given under my hand this the 18 day of MAY, 2018.

M. Sassone Richey
Notary Public
My Commission Expires: 4.2.2022

M. SASSONE RICHEY
Notary Public – State of Florida
Commission # GG 166929
My Comm. Expires Apr 2, 2022
Bonded through National Notary Assn.

EXHIBIT A

A TRACT OF LAND IN THE 33RD COUNCILMANIC DISTRICT OF METROPOLITAN NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, LYING ALONG THE NORTHEASTERLY MARGIN OF MURFREESBORO PIKE (U.S. HIGHWAY 41 & 70-S) AND THE NORTHERLY MARGIN OF HOBSON PIKE. SAID TRACT OF LAND BEING FURTHER SHOWN AS PARCEL 253.00 ON DAVIDSON COUNTY TAX MAP NO. 163 ACCORDING TO A SURVEY PREPARED BY JAMES G. TERRY, TENNESSEE LAND SURVEYOR NO. 2287, JAMES TERRY & ASSOCIATES DATED MAY 25, 2016, LAST REVISED JANUARY 11, 2017, AS JOB NO. 2016-285 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE HIGHWAY MONUMENT (FOUND) ON THE NORTHERLY RIGHT-OF-WAY LINE OF HOBSON PIKE (RIGHT-OF-WAY WIDTH VARIES) AT THE EASTERLY END OF THE NORTHEASTERLY INTERSECTION OF SAID HOBSON PIKE AND MURFREESBORO PIKE (U.S. HWY. 41 & 70-S), RIGHT-OF-WAY WIDTH VARIES; THENCE,

1. WITH THE NORTHEASTERLY INTERSECTION OF SAID HOBSON PIKE AND MURFREESBORO PIKE, NORTH 80 DEGREES 06 MINUTES 44 SECONDS WEST, 157.79 FEET TO A CONCRETE HIGHWAY MONUMENT, (FOUND) IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID MURFREESBORO PIKE (U.S. HWY. 41 & 70-S); THENCE,

2. WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID MURFREESBORO PIKE, NORTH 42 DEGREES 44 MINUTES 10 SECONDS WEST, 279.00 FEET TO AN IRON ROD (NEW); THENCE,

3. IN A NORTHWESTERLY DIRECTION WITH A CURVE TO THE LEFT HAVING A RADIUS OF 3870.00-FEET, A CENTRAL ANGLE OF 01 DEGREES 59 MINUTES 58 SECONDS, FOR AN ARC LENGTH OF 135.06 FEET TO AN IRON ROD (NEW), SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 43 DEGREES 44 MINUTES 10 SECONDS WEST, 135.05 FEET; THENCE,

4. NORTH 40 DEGREES 49 MINUTES 40 SECONDS WEST, 69.70 FEET TO AN IRON ROD (NEW) AT THE SOUTHEASTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO TEAMSTERS FREIGHT EMPLOYEES LOCAL UNION NO. 480 AS OF RECORD IN DEED BOOK 4361, PAGE 427, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,

5. LEAVING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE, AND WITH THE EASTERLY PROPERTY LINE OF SAID TEAMSTERS FREIGHT EMPLOYEES LOCAL UNION NO. 480 PROPERTY, NORTH 48 DEGREES 18 MINUTES 21 SECONDS EAST, 341.35 FEET TO AN IRON ROD (NEW) IN THE SOUTHERLY PROPERTY LINE OF A TRACT OF LAND CONVEYED TO THE UNITED STATES OF AMERICA AS OF RECORD IN DEED BOOK 11230, PAGE 763, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,

6. LEAVING TEAMSTERS FREIGHT EMPLOYEES LOCAL UNION NO. 480 PROPERTY AND WITH THE SOUTHERLY PROPERTY LINE OF SAID UNITED STATES OF

AMERICA PROPERTY, SOUTH 42 DEGREES 34 MINUTES 36 SECONDS EAST, 308.37 FEET TO AN IRON PIPE; THENCE

7. CONTINUING WITH SOUTHERLY RIGHT-OF-WAY LINE OF SAID UNITED STATES OF AMERICA, NORTH 47 DEGREES 19 MINUTES 44 SECONDS EAST, 99.79 FEET TO AN IRON PIN (OLD);

8. CONTINUING WITH SOUTHERLY RIGHT-OF-WAY LINE OF SAID UNITED STATES OF AMERICA SOUTH 42 DEGREES 36 MINUTES 46 SECONDS EAST, 342.34 FEET TO AN IRON PIPE (OLD), IN THE NORTHERLY RIGHT OF WAY OF SAID HOBSON PIKE; THENCE

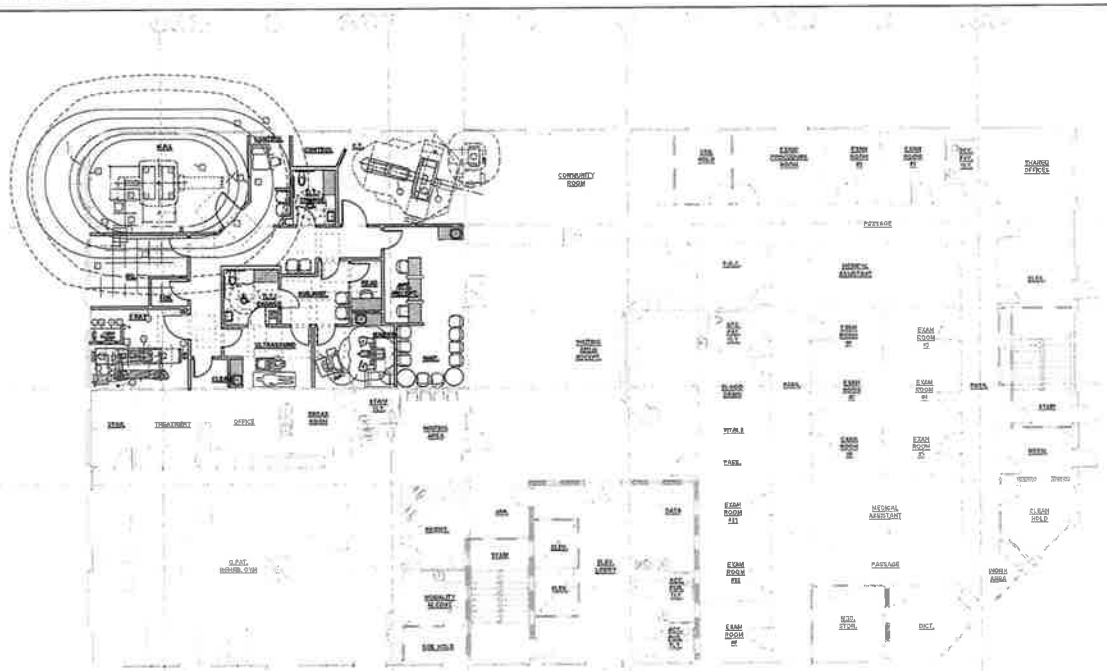
9. WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HOBSON PIKE, SOUTH 55 DEGREES 12 MINUTES 24 SECONDS WEST, 347.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 237,945 SQUARE FEET OR 5.462 ACRES, MORE OR LESS, AS CALCULATED BY THE ABOVE COURSES AND DISTANCES WHICH WERE WITHIN THE PRECISION REQUIREMENTS OF AN ALTA/ACSM LAND TITLE SURVEY IN 2011.

Being the same property conveyed to Antioch-Mosaic Investors, LLC by Special Warranty Deed of record in Instrument No. 20170413-0036397, in the Register's Office for Davidson County, Tennessee.

Exhibit A

See Attached

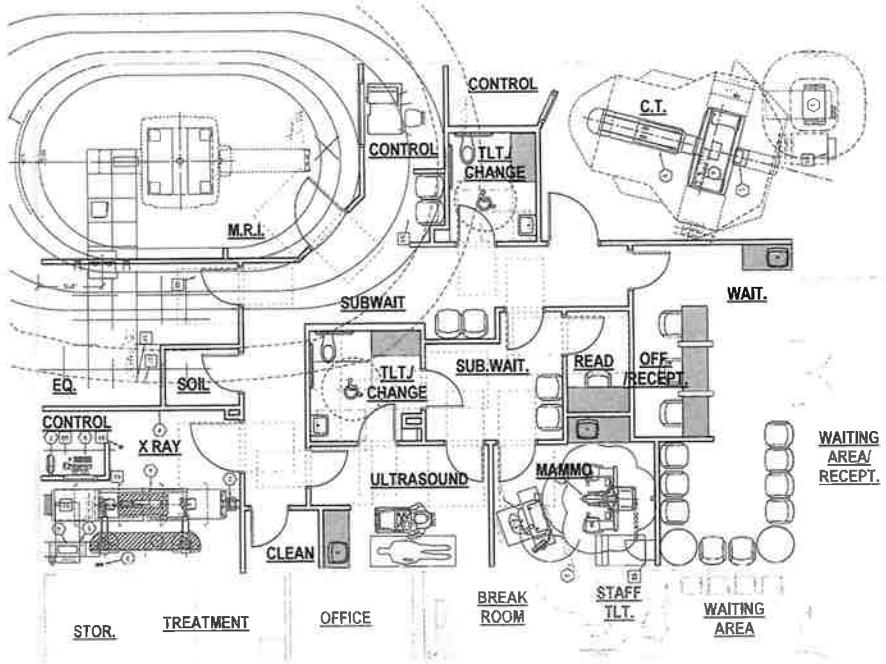
SHEET HAS BEEN OPTIMIZED FOR COLOR PRINTING



1 OVERALL - 1ST FLOOR PLAN

SCALE: 1/8" = 1'-0"

TOTAL S.F.: 14,104 S.F.



2 ENLARGED 1ST FLOOR PLAN

SCALE: 1/4" = 1'-0" TENENT BUILDOUT S.F.: 2,746 S.F.

SHEET HAS BEEN OPTIMIZED FOR COLOR PRINTING

ESa

Earl Swensson Associates, Inc.

richard l. miller, architect
1033 Demonbreun Street
Suite 800
Nashville, Tennessee 37203
615-329-9445

The drawing and the design shown is the property of the architect. The reproduction, copying or use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.

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Seals

NOT VALID FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION IF ARCHITECT'S SEAL IS NOT PRESENT

CON DOCUMENT

PREMIER RADIOLOGY SUITE

ANTIOCH, TN

DOCUMENT CHANGES

Description	Date

Issue Description	CON
Original Issue Date	05/10/18
Project No	18032.05
Drawn By	CS
Checked By	MW

Drawing Title

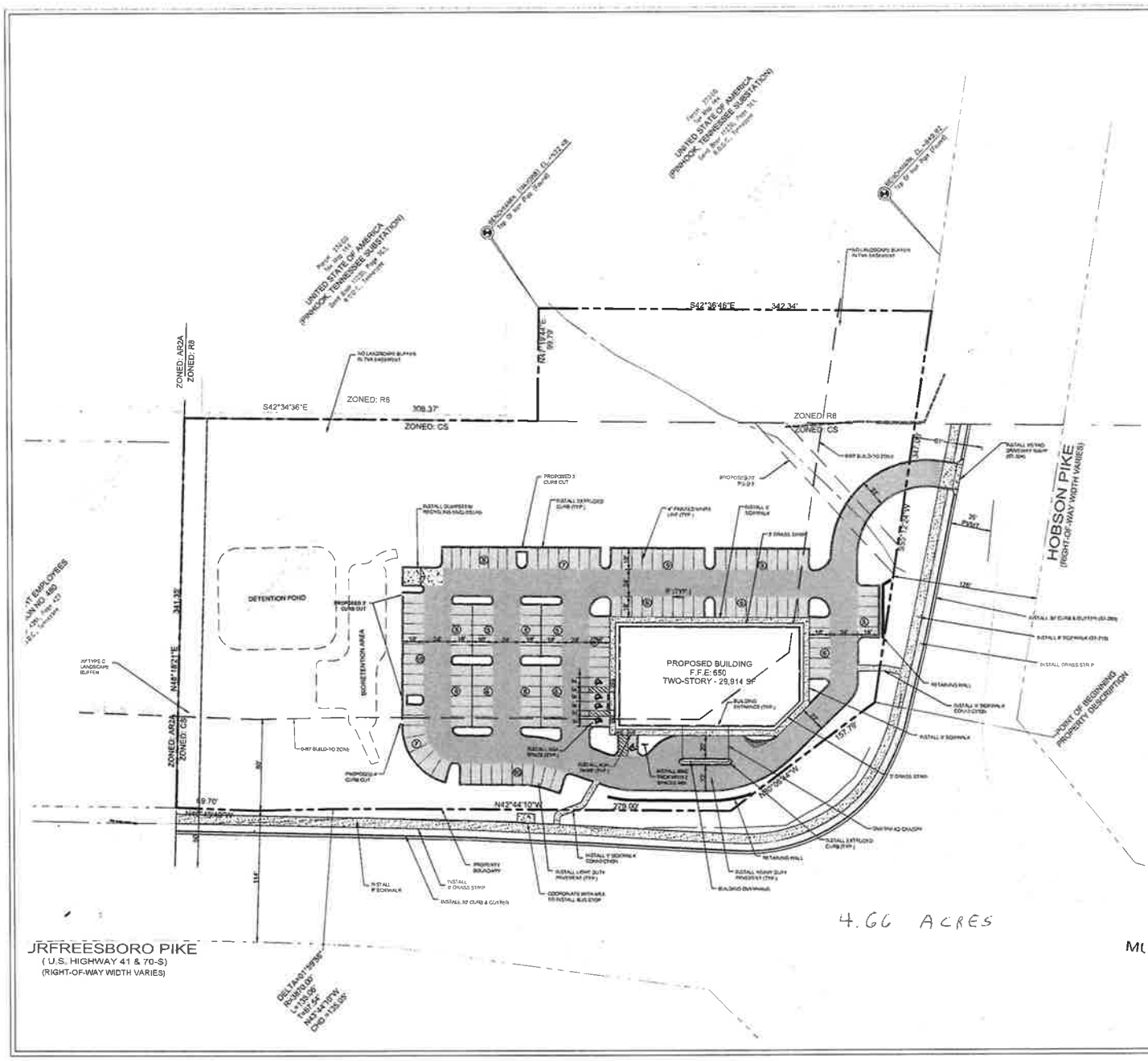
FIRST FLOOR PLAN

Sheet Number

A1.01

Tab 7

Plot Plan
Attachment A-6, B1



SITE CONSTRUCTION NOTES

1. THE NECESSARY PERMITS FOR THE WORK SHOWN ON THESE SITE DEVELOPMENT PLANS WILL BE OBTAINED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF ANY WORK ON THIS PROJECT. THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES AND OBTAIN ALL PERMITS AND PAY ALL FEES INVOLVED IN SECURING SAID PERMITS. HE SHALL ALSO COMPLY WITH ALL CITY, COUNTY AND STATE BUILDING LAWS, ORDINANCES OR REGULATIONS RELATING TO THE CONSTRUCTION OF PROJECTS SUCH AS THIS ONE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL BEAR ALL EXPENSES OF FIELD STAKING NECESSARY FOR SITE AND BUILDING LAYOUT. ALL LAYOUT SHALL BE PERFORMED IN ACCORDANCE WITH DETAIL PLANS AS OUTLINED ON THE SITE LAYOUT PLAN.
3. THE LOCATION OF EXISTING PIPING AND UNDERGROUND UTILITIES, SUCH AS WATER AND GAS LINES, ELECTRICAL AND TELEPHONE CONDUITS, ETC., AS SHOWN ON THIS PORTION OF THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION BY ACTUAL SURVEYS, OR TAKEN FROM THE RECORDS AND DRAWINGS OF THE EXISTING UTILITIES. HOWEVER, THE CIVIL ENGINEER DOES NOT ASSUME RESPONSIBILITY THAT, DURING CONSTRUCTION, THE POSSIBILITY OF UTILITIES OTHER THAN THOSE SHOWN MAY BE ENCOUNTERED OR THAT ACTUAL LOCATION OF THOSE SHOWN MAY VARY SOMEWHAT FROM THE LOCATION DESIGNATED ON THIS PORTION OF THE PLANS. IN AREAS WHERE IT IS NECESSARY THAT THE EXACT LOCATIONS OF UNDERGROUND LINES BE KNOWN, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, FURNISH ALL LABOR AND TOOLS TO EITHER VERIFY AND SUBSTANTIATE OR DEFINITELY ESTABLISH THE LOCATION OF THE LINES.
4. THE CONTRACTOR MUST UNDERSTAND THAT THE WORK IS ENTIRELY AT HIS RISK UNTIL SAME IS ACCEPTED AND HE WILL BE HELD RESPONSIBLE FOR ITS SAFETY BY THE OWNER. THEREFORE, THE CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY TEMPORARY WORKS FOR THE PROTECTION OF THE WORK, INCLUDING BARRICADES, WARNING SIGNS, AND LIGHTS.
5. IF, DURING THE CONSTRUCTION OF THE SITE DEVELOPMENT PORTION OF THIS PROJECT, A QUESTION OF INTENT OR CLARITY ARISES FROM EITHER THE PLANS OR SPECIFICATIONS, THE CONTRACTOR WILL IMMEDIATELY BRING THE MATTER TO THE ATTENTION OF THE CIVIL ENGINEER FOR RESOLUTION BEFORE THE AFFECTED WORK ITEMS ARE INITIATED OR PURSUED FURTHER.
6. THE CONTRACTOR WILL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD POWER LINES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF THE ABOVE-NOTED LINES, THE ELECTRIC AND/OR TELEPHONE COMPANIES SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES TAKEN. A THOROUGH EXAMINATION OF THE OVERHEAD LINES IN THE PROJECT AREA SHOULD BE MADE BY THE CONTRACTOR PRIOR TO THE INITIATION OF CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE PREMISES OR ADJACENT PREMISES, OR INJURIES TO THE PUBLIC DURING THE CONSTRUCTION OF THE WORK, CAUSED BY HIMSELF, HIS SUBCONTRACTORS OR THE CARELESSNESS OF ANY OF HIS EMPLOYEES.
8. TOPSOIL STRIPPED FROM THE AREAS TO BE GRADED WILL BE STOCKPILED ON SITE, AT A SPOT TO BE AUTHORIZED BY THE CIVIL ENGINEER, AND SHALL LATER BE USED FOR FINAL DRESSING AND SEEDED PREPARATION. SAID STOCKPILES WILL BE LOCATED SO AS NOT TO INTERFERE WITH ACTIVITIES OF OTHER PORTIONS OF THE WORK ON THE PROJECT.
9. THE STOCKPILING OR STORAGE OF TREES, VEGETATION AND OTHER DELETERIOUS MATTER OR MATERIALS DEEMED "UNSUITABLE" BY THE SOILS AND CIVIL ENGINEERS SHALL NOT BE ALLOWED ON SITE. SAID MATERIALS SHALL BE PROPERLY DISPOSED OF OFF THE PROPERTIES. THE COST AND RESPONSIBILITY OF WHICH SHALL BE THE CONTRACTOR'S. SITE FOR THE DISPOSAL OF SAID MATERIALS SHALL FIRST BE APPROVED BY THE CIVIL.
10. THE PLACING AND SPREADING OF ANY FILL MATERIAL IS TO BE STARTED AT THE LOWEST POINT AND BROUGHT UP IN HORIZONTAL LAYERS OF 6-INCH THICKNESS. SAID FILL MATERIAL IS TO BE FREE OF SOD, ROOTS, FROZEN SOILS, OR ANY OTHER DECOMPOSABLE MATERIAL. THE RELATIVE COMPACTION OF EACH LAYER SHALL NOT BE LESS THAN 95 % OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D-698). IN ALL AREAS OF FILL, AND % OF SAME SPECIFICATION FOR MATERIALS USED IN THE UPPER 24 INCHES BENEATH PAVEMENT AND GRADE SUBS.
11. ALL STORM DRAINAGE STRUCTURES SHALL BE PRECAST CONCRETE WITH STEEL REINFORCEMENT PER T.D.O.T. STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED. ALL STORM DRAINAGE CASTINGS TO BE JOHN BOUCHARD & SONS OR
12. ALL RADII AT INTERNAL ISLANDS ARE 3'. OTHER RADII ARE 5' UNLESS NOTED.
13. CONCRETE WALKS WHERE CURB IS INDICATED ARE TO BE TURNDOWN SIDEWALKS. CONCRETE WALKS ADJACENT TO GRASS DO NOT REQUIRE TURNDOWN.
14. CONTRACTOR TO BE RESPONSIBLE FOR RELOCATION OF ALL VERTICAL OBSTRUCTION (IF ANY) FROM THE PROPOSED SIDEWALKS.

PAVEMENT LEGEND:

- CONCRETE PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- LIGHT DUTY ASPHALT PAVEMENT

PROJECT GENERAL NOTES:

1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES IN THE PROXIMITY OF THE CONSTRUCTION AREA AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE AND PROJECT CONSULTANTS PRIOR TO BEGINNING WORK.
2. THE CONTRACTOR SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL CODES AND OBTAIN ALL PERMITS PRIOR TO BEGINNING WORK.
3. THE CONTRACTOR SHALL CHECK ALL FINISHED GRADES AND DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE AND PROJECT CONSULTANTS PRIOR TO BEGINNING WORK.
4. DIMENSIONS ARE TO THE FACE OF CURB, EDGE OF CONCRETE AND FACE OF BUILDING, UNLESS NOTED OTHERWISE.
5. PROPOSED BUILDING FOOTPRINT IS FOR GRAPHIC PURPOSES ONLY. CONTRACTOR SHALL USE THE CURRENT ARCHITECTURAL DRAWINGS FOR BUILDING LOCATION AND VERIFY THAT THERE ARE NO DISCREPANCIES WITH THESE PLANS.
6. ALL TRAFFIC MARKINGS SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICE (MUTCD).
7. ALL HANDICAP RAMPS, PARKING SPACES AND ACCESSIBLE ROUTES SHALL COMPLY WITH THE CURRENT ADA REQUIREMENTS.
8. EXTERIOR DOOR LANDINGS SHALL BE PROVIDED PER THE STATE AND LOCAL BUILDING CODE. CONTRACTOR SHALL COORDINATE DOOR LOCATIONS AND ADJACENT SIDEWALK/LANDING GRADES WITH THESE PLANS AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE AND PROJECT CONSULTANTS.

811 Know what's below. Call before you dig.

GRAPHIC SCALE - 1 inch = 40 ft.

4/24/2017

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

ST. THOMAS AMBULATORY CENTER

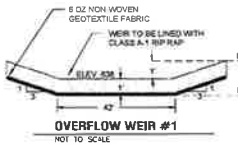
CONSTRUCTION PLANS

BEING PARCEL 253.00 ON TAX MAP 164
3754 MURFREESBORO PIKE
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

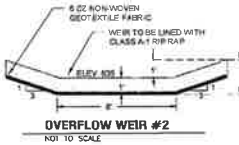
ISSUANCE/REVISION NOTES

SITE LAYOUT PLAN

C2.0



OVERFLOW WEIR #1
NOT TO SCALE



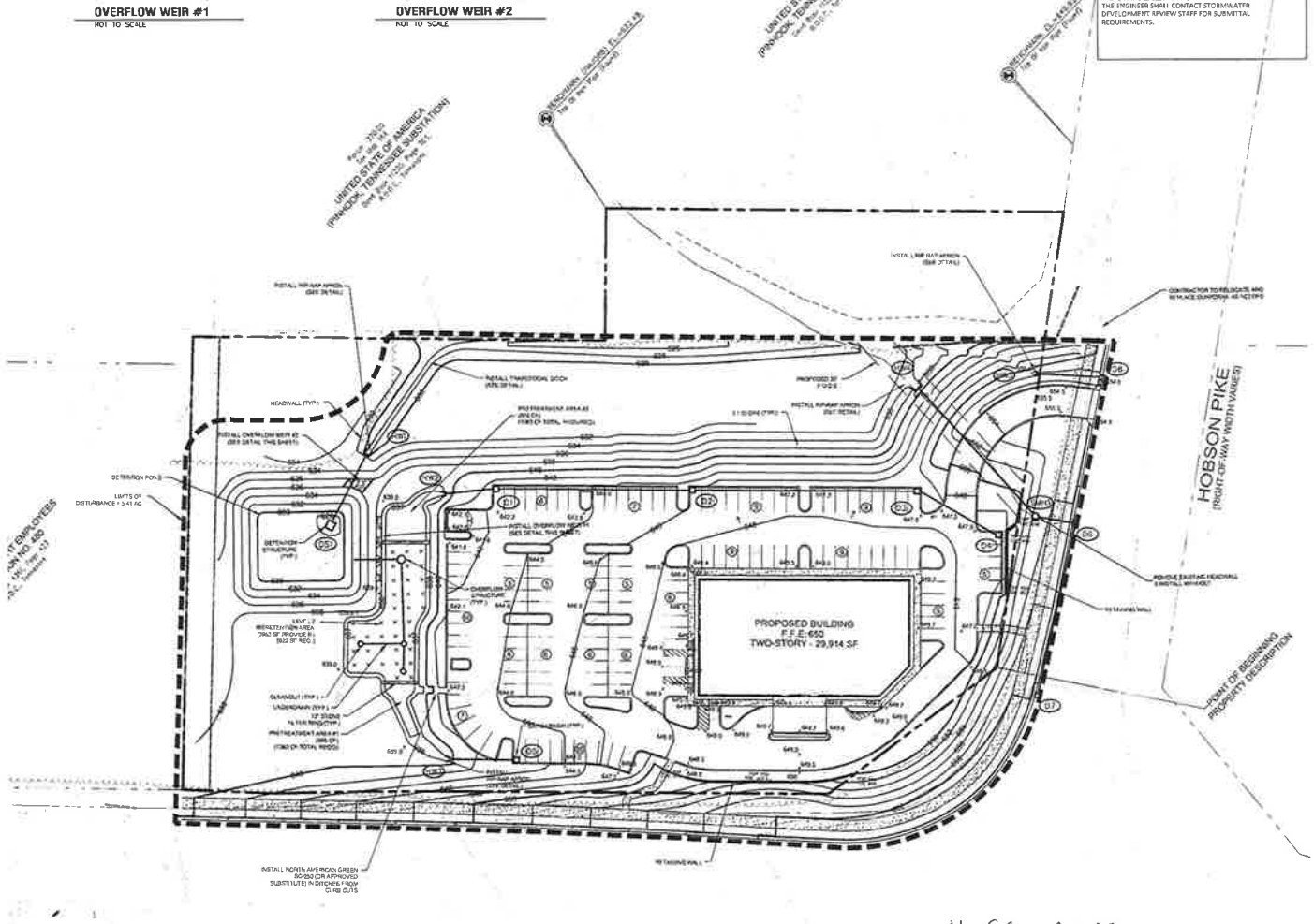
OVERFLOW WEIR #2
NOT TO SCALE

AS-BUILT NOTE

IN ACCORDANCE WITH THE METRO STORMWATER MANAGEMENT MANUAL, VOLUME 2, SECTION 3.5, AS-BUILT CERTIFICATIONS, MWS STORMWATER DIVISION MUST APPROVE THE FOLLOWING AS-BUILTS PRIOR TO ISSUANCE OF THE USE & OCCUPANCY PERMIT:

- UNDERGROUND DETENTION AND WATER QUALITY INFRASTRUCTURE
- ABOVE GROUND DETENTION AND WATER QUALITY INFRASTRUCTURE
- PUBLIC STORM SEWER INFRASTRUCTURE
- CUT AND FILL IN THE FLOODPLAIN
- SINKHOLE ELEVATIONS

THE ENGINEER SHALL CONTACT STORMWATER DEVELOPMENT REVIEW STAFF FOR SUBMITTAL REQUIREMENTS.



GRADING AND DRAINAGE NOTES:

1. ALL SEDIMENT AND EROSION CONTROL MEASURES, SUCH AS SILT PONDS OR INLET SEDIMENT BARRIERS SHALL CONFORM TO THE STORM WATER PERMITTING REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND THE TENNESSEE EROSION AND SEDIMENT CONTROL HANDBOOK' AS A MINIMUM.
2. EROSION CONTROL TO BE INSPECTED AND APPROVED PRIOR TO ALL OTHER WORK BEING STARTED.
3. THE TIME OF EXPOSURE UNPROTECTED SOILS SHALL BE KEPT TO A MAXIMUM OF 20 DAYS. REFER TO THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION, SECTION TS FOR AREAS TO BE STABILIZED THAT DO NOT REQUIRE PERMANENT STABILIZATION SUCH AS BUILDING FOOTPRINTS, PARKING LOTS, ETC.
4. KEEP DUST WITHIN TOLERABLE LIMITS BY SPRINKLING OR OTHER ACCEPTABLE REFER TO THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, EROSION AND SEDIMENT CONTROL HANDBOOK, SECTION PAM.
5. NO OTHER WORK WILL BE INITIATED ON THE PROJECT UNTIL THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS AND DETAILS ARE PROPERLY IN PLACE.
6. IF, AT ANY TIME DURING THE CONSTRUCTION PHASE OF THIS PROJECT, THE EROSION/SEDIMENT CONTROL MEASURED INSTALLED FAIL TO FUNCTION PROPERLY, NEED MAINTENANCE OR REPAIR, OR NEED NEW REPLACEMENT IN KIND, THE CONTRACTOR WILL EFFECT SUCH ACTION AS ARE NEEDED TO CORRECT THE SITUATION AT NOT ADDITIONAL COST TO THE OWNER. ALL MEASURES ARE TO BE INSPECTED AFTER EACH RAIN EVENT. ANY MEASURES NEEDING REPLACEMENT WILL BE CORRECTED WITHIN 5 DAYS OF THE RAIN EVENT.
7. DISTURBED AREAS ARE TO BE GRADED TO DRAIN AS INDICATED ON GRADING PLAN TO SEDIMENT BARRIERS DURING AND UPON COMPLETION OF CONSTRUCTION. ALL STRIPPED OR CUT/FILL AREAS REQUIRING PERMANENT VEGETATION ARE TO HAVE A MINIMUM OF 6-INCH DEPTH TOPSOIL COVER. AREAS DRESSED WITH TOPSOIL WILL RECEIVE 12 POUNDS PER 1,000 SQUARE FEET OF 8-12-12 FERTILIZER. REFER TO SECTION PS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION TO DETERMINE SEED TYPE AND SEEDING DATES ALONG WITH SEEDBED PREPARATION AND PLANT SELECTION AND STRAW MULCH OF 75% COVERAGE (APPROXIMATELY 125 POUNDS PER 1,000 SQUARE FEET) EXCEPT AS OTHERWISE SHOWN ON PLAN. AREAS SHALL BE WATERED TO NOT CAUSE RUNOFF.
8. ALL STOCKPILED SOIL SHOULD BE STABILIZED USING TEMPORARY VEGETATION, REFER TO THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION, SECTION TS. UPON STABILIZATION OF THE SITE WITH A GOOD (ACCEPTABLE) STAND OF GRASS AND/OR GROUNDCOVER, THE EROSION/SEDIMENT CONTROL INSTALLATIONS WILL BE REMOVED AND THE AREA DISTURBED WILL BE SEEDED AND MULCHED WITH THE SAME TREATMENT AS OTHER NEW GRASSED AREAS OF THE PROJECT.
9. A STONE ACCESS RAMP IS TO BE CONSTRUCTED AT THE SITE ENTRANCE WITH A MINIMUM WIDTH OF 20 FEET AND MINIMUM LENGTH OF 100 FEET. THE RAMP IS TO BE BASED WITH 8 INCHES OF ASTM D 448, SIZE NO. 1 STONE, AND MAINTAINED THROUGHOUT CONSTRUCTION.
10. PRIOR TO THE ISSUANCE OF A GRADING PERMIT, ALL EROSION AND SEDIMENT CONTROL MEASUREMENTS INDICATED ON THE PLANS AND ANY ADDITIONAL MEASURES REQUESTED BY THE CITY SHALL BE INSTALLED.
11. CONTRACTOR, ENGINEER, OR OWNER'S REPRESENTATIVE SHALL NOTIFY MWS DEVELOPMENT REVIEW AT LEAST 24 HOURS PRIOR TO THE INSTALLATION OF THE PLANTING SOIL FILTER BED. AT THE COMPLETION OF INSTALLATION, THE ABOVE REFERENCED PERSON WILL COLLECT ONE SAMPLE PER BIORETENTION BED FOR ANALYSIS AND CONFIRMATION OF THE SOIL CHARACTERISTICS AS DEFINED BY GIP-01, FILTER MEDIA AND SURFACE COVER, SECTION 8.6, PAGE 18.

PIPE TABLE

Downstream Structure	Invert	Upstream Structure	Invert	Pipe Size	Length (ft)	Slope (%)
HW1	628.00	DS1	629.00	24" RCP	61	1.64
HW2	637.00	D1	637.72	18" RCP	36	2.00
D1	638.82	D2	639.54	18" RCP	143	0.50
D2	639.64	D3	640.46	18" RCP	164	0.50
D3	640.56	D4	640.89	18" RCP	66	0.50
HW3	638.00	D5	638.24	18" RCP	47	0.50
HW4	636.00	SMH1	642.41	30" RCP	131	4.89
SMH1	642.51	D6	642.64	30" RCP	26	0.50
D6	642.74	D7	647.94	18" RCP	130	4.00
HW5	650.50	D8	650.23	18" RCP	46	0.59

STRUCTURE TABLE

Structure	Type	T.C. Elev	Invert Out	Invert In
HW1	HEADWALL	631	629	---
DS1	OUTLET STRUCTURE	634.8	629	629.3 632.3
HW2	HEADWALL	640	637	---
D1	SINGLE INLET	642.1	637.72	638.82
D2	SINGLE INLET	646	639.54	639.64
D3	SINGLE INLET	646.5	640.46	640.56
D4	SINGLE INLET	646	640.89	---
HW3	HEADWALL	641	638	---
D5	SINGLE INLET	642.3	638.24	---
HW4	HEADWALL	644	641	---
SMH1	MANHOLE	654.5	642.41	642.51
D6	SINGLE INLET	656.68	642.64	642.74 642.74
D7	SINGLE INLET	660.32	647.94	---
HW5	HEADWALL	652	650.3	---
D8	SINGLE INLET	653.9	650.23	---

JRFREESBORO PIKE
(U.S. HIGHWAY 41 & 70-S)
(RIGHT-OF-WAY WIDTH VARIES)

811 Know what's below. Call before you dig.

GRAPHIC SCALE - 1 inch = 40 ft.

4/26/2017

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

ST. THOMAS AMBULATORY CENTER

CONSTRUCTION PLANS

BEING PARCEL 253.00 ON TAX MAP 164
3754 MURFREESBORO PIKE
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES

SITE GRADING & DRAINAGE PLAN

C3.0

Parcel Viewer

General Information

Parcel ID:	16400025300
	View in AssessPro
	View Tax Record
Parcel Address:	3754 MURFREESBORO PIKE ANTIOCH, TN 37013
Owner:	ANTIOCH-MOSAIC INVESTORS,
Acquired Date:	4/13/2017
Sale Price:	$ 393,790.00
Sale Instrument:	DB-20170413 0036397
Mailing Address:	2300 CURLEW RD STE 100 PALM HARBOR,FL 34683
Legal Description:	N/E CORNER MURFREESBORO F HOBSON PK
Acreage:	4.66
Frontage Dimension:	0
Side Dimension:	0
Parcel Instrument:	DB-00008537 0000121

Ownership History

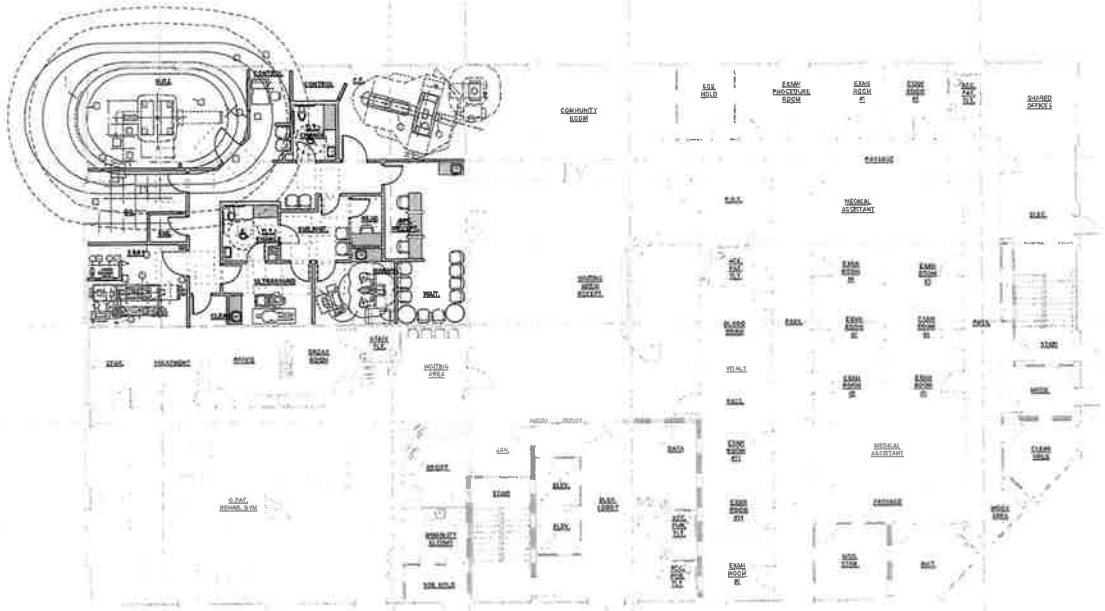
Property History

Zoning History

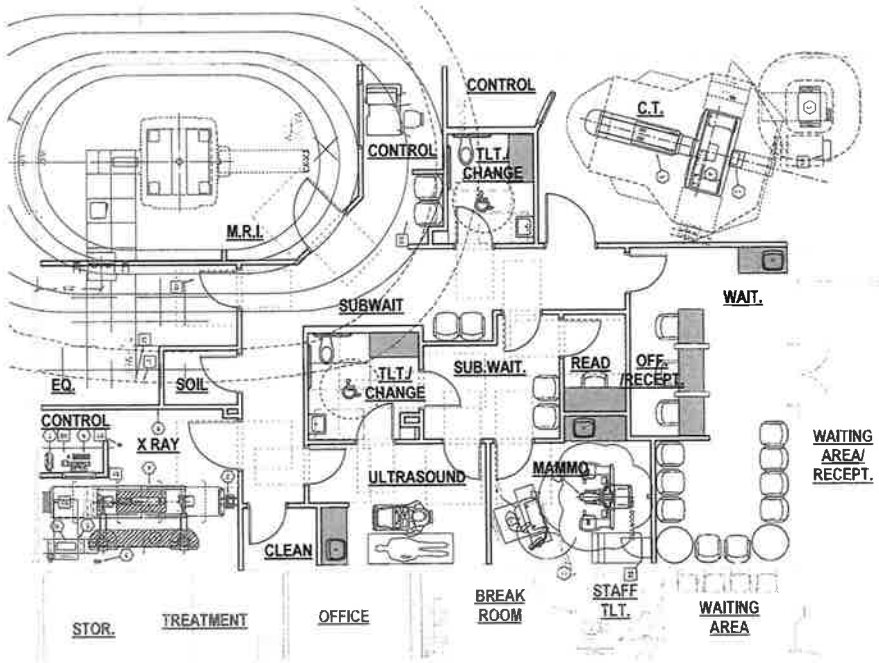
Tab 8

Floor Plan
Attachment A-6, B2

SHEET HAS BEEN OPTIMIZED FOR COLOR PRINTING



1 OVERALL - 1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"
TOTAL S.F.: 14,104 S.F.



2 ENLARGED 1ST FLOOR PLAN
SCALE: 1/4" = 1'-0" TENENT BUILDOUT S.F.: 2,748 S.F.

SHEET HAS BEEN OPTIMIZED FOR COLOR PRINTING

ESa
Earl Swensson Associates, Inc.

Seals

NOT VALID FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION IF ARCHITECT'S SEAL IS NOT PRESENT

CON DOCUMENT
PREMIER RADIOLOGY SUITE
ANTIOCH, TN

DOCUMENT CHANGES

Issue Description	CON
Original Issue Date	05/10/16
Project No.	14032.05
Drawn By	CG
Checked By	MW

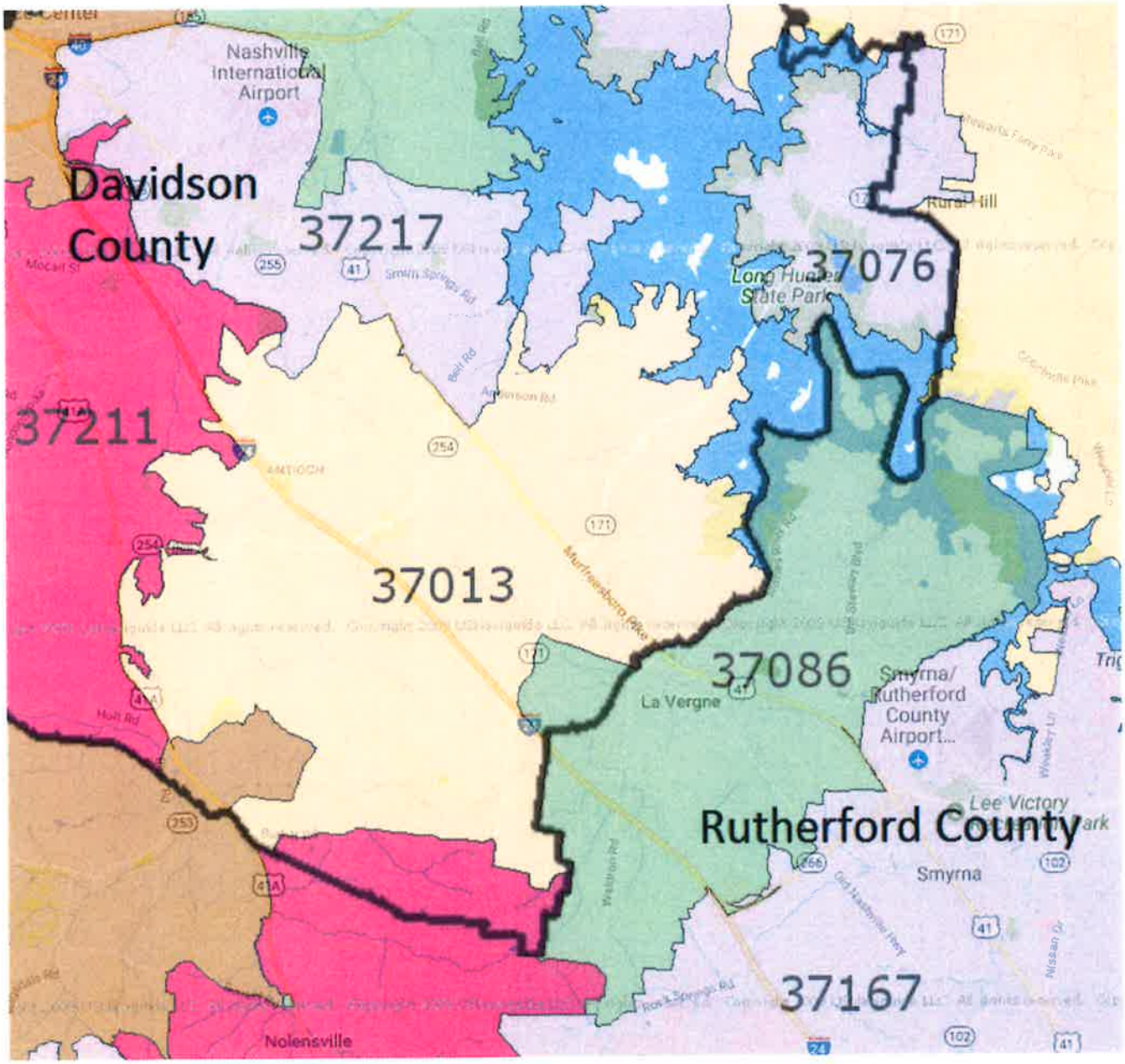
Drawing Title
FIRST FLOOR PLAN

Sheet Number
A1.01

Tab 9

Map of Service Area Access
Attachment A-6, B3

Service Area by County and Zip Code



Service Area consists of three zip codes as shown in the map above:

- *37013 Antioch in Davidson County*
- *37217 Nashboro Village/Smith Springs in Davidson County, and*
- *37086 La Vergne in Rutherford County*

Tab 10

Equipment Quotes
Attachment A-13, 2B

MRI Quote

See Attached

GE Healthcare

Date:	05-15-2018
Quote #:	PR6-C113178
Version #:	2
Q-Exp-Date:	08-13-2018

Issued By:
GE Healthcare
FEIN: 14-0689340

Customer Address:
Premier Radiology
28 White Bridge Rd Ste 111
Nashville TN 37205-1466

Attention:
Mr. Michael Moreland
28 White Bridge Rd Ste 111 Nashville
TN 37205-1466

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

1) This Quotation that identifies the Product offerings purchased or licensed by Customer;

2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions. In the event of conflict among the foregoing items, the order of precedence is as listed above.

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

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

Governing Agreement:	None
Customer Number:	1-25NM89
Terms of Delivery:	FOB Destination
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	Due ON Receipt - 30 Days
Total Quote Net Selling Price:	$475,989.45
Sales And Use Tax Status:	No Exemption Certificate on File

** The following ship to states do not impose a sales/use tax (AK, DE, MT, NH, OR). No exemption certificate required.

INDICATE FORM OF PAYMENT:

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

____Cash/Third Party Loan/Check ____GE HEF Loan

____GE HEF Lease ____Third Party Lease(please identify financing company) _____

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

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

CUSTOMER

_____ _____
Authorized Customer Signature Date

_____ _____
Print Name Print Title

_____
Purchase Order Number (if applicable)

GE HEALTHCARE
Gary Young 05-15-2018
Signature Date

Vaso Healthcare - Authorized Manufacturer Rep

Email: GaryYoung@ge.com
Office: +1 615 202 6373
Mobile: 615-202-6373

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General Electric Company, GE Healthcare Division

GE Healthcare

Date:	05-15-2018
Quote #:	PR6-C113178
Version #:	2
Q-Exp-Date:	08-13-2018

Total Quote Selling Price	**$475,989.45**
Trade-In and Other Credits	$0.00

Total Quote Net Selling Price	**$475,989.45**

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:
Gary Young
Office: +1 615 202 6373
Mobile: 615-202-6373
Email: GaryYoung@ge.com

Payment Instructions

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

To Accept This Quotation

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

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.
Signature page on quote filled out with signature and P.O. number.
**********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 the applicable quote/agreement number with the reference on the purchase order.
In addition, source of funds (choice of: Cash/Third Party Loan or GE HEF Lease or GE HEF Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

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Item No.	Qty	Catalog No.	Description
	1		**GoldSeal HDxt 1.5T 23 16ch Fixed**
1	1	S9350KB	GoldSeal Signa HDxt 1.5T EchoSpeed 16-Channel Fixed Site MR system

The GoldSeal Signa HDxt 1.5T EchoSpeed 16 Channel system is a high-performance, whole-body MR system that includes:
Liberty detachable patient table system

Actively-shielded, high-fidelity EchoSpeed gradients

16-channel Hi-Definition data pipeline and XVRE volume recon engine

HDxt workstation and user interface

HDxt ScanTools and HDxt ContinuumPak

Advanced Applications suites
EchoSpeed Gradient Platform:
The EchoSpeed gradient platform provides 33 mT/m amplitude and 120 mT/m/ms slew rate performance on each axis with high-fidelity drivers to deliver the accuracy, reproducibility and power needed to ensure top quality results across all applications. The gradients are non-resonant and shielded to minimize eddy currents and improve image quality. The gradient and body coil are integrated into a single, water-cooled unit to maximize performance, and this configuration includes a quadrature transmit/receive RF head coil.
Hi-Definition Data Pipeline and XVRE Reconstruction:
The Hi-Definition data pipeline employs 16 independent data channels linked to 16 analog-to-digital converters and a dual-density single blade Volume Reconstruction Engine. Designed to address the challenge of data intensive applications, the XVRE reconstruction engine provides 2700 2D FFTs per second with full FOV, 256x256 matrix.
HDxt Workstation and User Interface:
The HDxt workstation uses dual AMD Opteron 250 (2.4 GHz) processors with the Linux operating system. The workstation includes a wide-screen, high-definition LCD monitor with 1920x1200 dot resolution and 500:1 contrast ratio. The computer components are housed in a single tower configuration, and the scan control keyboard is ergonomically designed with an intercom speaker, microphone, volume controls and emergency stop switch. This configuration also includes a modem or broadband connection that links the system to GEHC InSite Service Engineers enabling remote diagnostics and optimum system performance.

The HDxt User Interface enhances productivity through single-screen prescription for most protocols and includes Secure Coil Connect, that eliminates coil connection errors, ProtoCopy, that facilitates the development and rapid transfer of scan

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Item No.	Qty	Catalog No.	Description
			protocols, and Vector Gating for highly reliable ECG triggering. HDxt ScanTools, ContinuumPak and Applications Suites: The HDxt delivers a complete portfolio of clinical applications optimized for whole-body MR imaging - basic to advanced. HDxt ScanTools provide the core pulse sequences and analysis tools to enable a broad range of clinical imaging capability. 2D Spin Echo and 2D/3D Fast Spin Echo are versatile imaging sequences that use RF-refocusing. FSE sequences speed scanning and optimize imaging in 2D and 3D modes with increased slice coverage and minimal edge blurring. Inversion recovery techniques enable rapid fluid suppressed T1 FLAIR and T2 FLAIR imaging with enhanced gray and white matter contrast. 2D/3D Gradient Echo and 2D/3D Fast Gradient Echo use short TR/TE, variable flip angles and gradient refocusing to reduce scan time in 2D and 3D imaging modes. GRE sequences encompass multiple techniques to enable the optimization of contrast, fluid sensitive imaging, fat/water in-phase and out-of-phase imaging, and fat suppression. Time-of-Flight is family of GRE/SPGR sequences optimized to exploit flow related enhancement in 2D, 3D and gated imaging modes. Phase Contrast is a family of GRE sequences optimized to exploit flow related enhancement in 2D, 3D and Cine imaging modes. PC also uses velocity encoding pulses to capture signal from flowing blood or CSF for velocity and directional flow information. Echo Planar enables ultra-fast imaging using SE or GRE sequences. EPI sequences Encompass multiple techniques that enable optimized imaging in 2D and 3D modes as well as single-shot and multi-shot modes and Inversion recovery techniques. FuncTool enables advanced processing for a broad range of MR applications. The suite of algorithms includes ADC and eADC mapping for diffusion imaging and correlation coefficients for functional brain imaging. For contrast enhanced imaging, the suite provides negative and positive enhancement integrals, signal enhancement ratio, maximum slope increase, maximum difference function and difference function. Multi-planar Volume Reformat enables the manipulation of 3D volumetric MR data sets. The reformat tool generates alternative viewing planes and volume thickness allowing the user to scan one but get multiple views. Interactive Vascular Imaging enables the removal of the background from MRA images. The IVI tool is embedded in MPVR and enables the generation of maximum or

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Item No.	Qty	Catalog No.	Description
			minimum intensity projections in multiple viewing planes to enhance MRA imaging. ClariView uses state-of-the-art adaptive filter Algorithms to reduce noise and sharpen edges. The filter tool enables different levels of noise reduction and edge sharpening to enhance image display. The HDxt ContinuumPak provides new features and platform enhancements that affect workflow, ASSET reconstruction and applications capability. Workflow and ASSET Enhancements Auto-Voice allows the user to adjust playback speed to accurately match scan intervals. Auto-Transfer allows the user to specify select series for transfer and eliminate the transfer of non-essential series. HIS/RIS automatically updates patient information with Access or Patient ID. Graphic Prescription enables copy shim volumes, save localizer images, and reverse slice prescription with a single click. Auto-Contrast Inherit copies the contrast designation to all subsequence series in a prescription. ASSET has been optimized to reduce reconstruction time for applications that use ASSET parallel imaging acceleration. 3D Dual Echo enables high-resolution, volumetric in-phase and out-of-phase liver imaging in a single breath hold. The 3D volumetric data set can be reformatted into multiple planes and the single breath hold ensure perfect slice registration across the two contrasts. BrainSTAT post-processing automatically Generates parametric maps for Neuro Blood Flow, Blood Volume, Mean Transit Time, and Time to Peak signal intensity. A Gamma Variant fitting algorithm is used to automatically estimate the arterial input function and then calculate the values for the four parametric maps. The maps may be saved in DICOM format and fused with high-resolution anatomic datasets for improved visualization of tissue and anatomy. EchoPlus enables diffusion-weighted imaging. EchoPlus uses motion sensing gradient pulses in three directions to generate isotropic diffusion-weighted images in conjunction with T2 FLAIR images. B value selection ranges from 0 to 7000 s/mm2 providing the flexibility to balance diffusion sensitivity and background suppression. EchoPlus is compatible with ASSET and images are processed in FuncTool. 3D BRAVO is a 3D GRE sequence that uses an IR-prep pulse and parallel acceleration to deliver T1W isotropic, whole-brain coverage. 3D FIESTA and 3D FIESTA-C are 3D sequences with high fluid sensitivity that enable

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Item No.	Qty	Catalog No.	Description
			high resolution of small intracranial structures and joints. ASSET is an acceleration technique that uses the geometry of multi-element coils to speed image data collection. As a result, the user may choose to reduce scan time, increase in-plane resolution, or increase slice coverage. ASSET benefits Neuro imaging by enhancing spatial resolution, reducing scan time and reducing susceptibility artifact on diffusion imaging. HDxt Advanced Body & MSK Suite applications are designed to deliver accelerated imaging, enhanced high resolution imaging, and/or enhanced image contrast properties. Overall this suite provides a broad range of tools that enable snapshot, breath-held, respiratory gated and respiratory compensated body and organ system imaging. 3D LAVA is designed for multi-phase whole-liver imaging and combines 3D SPGR and ASSET (up to 3X) to deliver reduced scan time and extended coverage without compromising in-plane resolution. LAVA also uses an optimized inversion pulse and a view ordering technique that yields enhanced image contrast and robust, uniform fat suppression. 3D LAVA-XV with ARC combines LAVA with ARC acceleration to extend coverage and/or the resolution performance of LAVA multi-phase imaging. ARC uses a data-driven acceleration technique to enhance image quality. DynaPlan enables the easy set-up and optimization of multi-phase organ exams, and includes the ability to link Auto-Voice instructions with the protocol. 3D eMRCP is an FSE technique optimized for rapid T2W imaging of the biliary tree. 3D eMRCP uses an optimized echo train, partial filling and optional burst mode to enable rapid high-resolution in either breath-hold or gated modes. 2D FatSat FIESTA combines 2D steady state imaging with fat saturation for fluid-sensitive, fat-suppressed body imaging with ultra-short acquisition times. MERGE is designed to image the C spine. MERGE acquires and sums multiple gradient-echoes at various echo-times to deliver optimized gray white matter contrast within the cervical cord. 3D COSMIC is designed to image the C-spine COSMIC uses a unique "pre" steady-state imaging technique to deliver optimized visualization of soft tissue structures adjacent to bony structures such as the nerve roots or intervertebral discs. FTMRA (Fluoro-Trigger MRA) enables real-time monitoring and manual triggering for vascular time-course imaging. FTMRA allows the user to view real time images of the area of interest and then manually trigger data acquisition at the optimum time. The

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Item No.	Qty	Catalog No.	Description

switch over takes less than one second.
SmartPrep and SmartStep enable automated bolus detection and automated bolus chasing for time-course vascular imaging. SmartPrep uses a special tracking pulse to monitor MR signal intensity changes. Data acquisition is automatically triggered when the threshold signal intensity is reached. SmartStep adds automated table stepping for multi-station exams that integrates scout series, graphic prescription, prescan, bolus detection, table motion and coil switching. The SmartPrep suite is compatible with elliptic-centric encoding and ZIP reconstruction for optimum image quality.

2D FIESTA is a steady-state technique that yields high contrast between the blood and myocardium even in the presence of turbulent flow. 2D FIESTA is designed for multi-slice, multi-phase functional cardiac imaging. Double-Triple IR-FSE combines inversion recovery suppression and chemical fat saturation for black-blood and morphological cardiac imaging. The IR pulse is optimized to suppress blood flow artifact and can be used alone or in conjunction with chemical fat saturation to eliminate competing signal from fatty tissues surrounding the heart and coronary arteries.
3D FatSat FIESTA combines volumetric acquisition and fat saturation for high resolution, high-contrast coronary artery imaging with ultra-short breath-hold times.
iDrivePro and iDrivePro Plus provide real-time interactive MR imaging that makes it easier to optimize and streamline scan prescription. The iDrive tool uses the 2D FGRE/FSPGR sequence and allows the user to change on-the-fly geometric and image contrast scan parameters. Results can be evaluated immediately and bookmarked or saved. Scan locations can also be easily exported to pre-programmed protocols. iDrivePro Plus enables accelerated frame rates needed for cardiac imaging.

TRICKS
TRICKS (Time Resolved Imaging of Contrast KineticS) uses segmented temporal sampling and complex data recombination to accelerate 3D dynamic vascular imaging without compromising spatial detail. TRICKS also uses elliptic-centric data collection for optimized contrast resolution and auto-subtraction for optimized background suppression. The result is time-course imaging that does not require timing or triggering, provides high temporal and high spatial resolution, and enables the extraction of optimum phases of data. As a result, TRICKS enables reliable, high quality vascular imaging.

FiberTrak
FiberTrak is a post-processing tool than expands the post-processing capability of FuncTool DTI and enables the generation of 2D color orientation maps, 2D eigenvector maps, and 3D tractography maps using Diffusion Tensor image data. With FiberTrak the 3D volume viewer permits the depiction of areas of high fractional anisotropy

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Item No.	Qty	Catalog No.	Description
			(typically white matter tracts) to be displayed and manipulated. This version of FiberTrak loads on the operator console.
			CartiGram T2 Cartilage Mapping T2 cartilage mapping is a non-invasive imaging method for early detection of osteoarthritis. The imaging results are color mapped to indicate whether or not the cartilage structure is breaking down and, if so, to what extent. This information can be used to determine the best course of treatment for the individual patient. In addition, it can be used to monitor the cartilage post-treatment, obviating the need for follow-up arthroscopic surgeries or biopsies.
			3D Cardiac Navigator This advanced software package is designed for use in conjunction with 3D Delayed Enhancement or 3D FatSat FIESTA for Cardiac Imaging. It equips users with navigators that make it possible to track the diaphragm and use the information to acquire crisp 3D gradient-echo images of the heart even while the patient breathes.
			PROPELLER 3.0 PROPELLER 3.0 uses an innovative k space filling technique and post processing algorithms to help reduce and correct for motion and minimize magnetic susceptibility artifacts. Radial k space filling pattern causes oversampling of the k space center, generating more SNR and providing excellent tissue contrast. Radial k space filling is inherently less sensitive to motion compared to the Cartesian method. In addition, a sophisticated motion correction post-processing algorithm is deployed to reduce effects of motion originating from CSF flow, breathing, patient tremor or voluntary movements. PROPELLER 3.0 has been enabled for all anatomies, and T1 FLAIR, T2, T2 FLAIR, DWI as well as PD contrasts in all planes.
			Diffusion Tensor Imaging Diffusion Tensor imaging creates contrast based on the degree of diffusion anisotropy in cerebral tissues such as white matter. DTI builds on the EchoPlus sequence using motion sensing gradient pulses along 6 to 55 orientations in order to generate component images. On the operator console, FuncTool provides algorithms to generate Fractional Anisotropy (FA) Maps and Volume Ratio Anisotropy (VRA) Maps.
			Warranty This product includes a one year warranty
			Availability Since GoldSeal Refurbished Equipment may be offered simultaneously to several customers, its sale to you is subject to availability and subject to prior sale at the time you offer to purchase it. If the equipment is no longer purchase it. If the equipment is no longer GoldSeal Refurbished Equipment in our inventory that meets your needs, and (2) if substitute equipment is not acceptable to you, GE will cancel your order and refund any deposit you have paid us for the canceled order.

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Item No.	Qty	Catalog No.	Description
2	1	L3335CG	GoldSeal Signa 1.5T EchoSpeed 16-Channel Fixed Magnet With its contoured system enclosures, the compact 1.5T Signa superconducting magnet offers excellent homogeneity; and it includes 18 GE-designed superconducting shim coils to further improve homogeneity, particularly for fat saturation with large or off-center fields of view. The magnet's active shielding minimizes the stray ambient magnetic field to increase safety and minimize interference with equipment operation. The combination of a wide, 60-cm-diameter bore and patient table assembly that rests close to bore bottom creates ample room. K4 cooling technology prevents helium boil-off while making refills an extremely rare occurrence. The Gradient Module installed within the magnet bore consists of three gradient coils and the quadrature transmit/receive body RF coil. Each gradient coil is designed to change magnetic-field strength linearly with increasing distance from the center of the magnet by as much as 33 mT/m. Price Includes: • Delivery Price does not include: • Rigging • Cold Head Chiller. • Main Disconnect Panel Warranty Includes Magnet Coverage and Cryogens
3	1	M1060MA	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.
4	1	M1060JW	Magnet Shield Cooler Compressor - Water Cooled The compressor is designed for CXK4 magnet subsystems and is water cooled with a closed loop design to eliminate the possibility of magnetic contaminants entering into

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Item No.	Qty	Catalog No.	Description
			the system.
5	1	M3335NJ	Signa 1.5T EchoSpeed Phased Array 16-Channel Cables (Config A) This is a required collection of high performance phased-array cables specifically engineered for the Fixed Site 1.5T Signa EchoSpeed MR system.
6	1	M3340DA	Language Collector in English This collector contains a keyboard kit and a warning sign kit in English.
7	1	M3335CA	Calibration Kit Phantom Holder Cart
8	1	M3335CB	1.5T Calibration Phantom Kit This 1.5T calibration kit contains a large volume shim phantom, a daily quality assurance phantom, an echo-planar calibration phantom, and the associated loader shells.
9	1	M3335EW	1.5T Unified Coil Phantom Kit Set of phantoms for the 1.5T system that is used on various surface coils to conduct quality assurance testing.
10	1	M1000MW	Operator's Console Table Wide table designed specifically for the color LCD monitor and keyboard.
11	1	M3335M	1.5T 8-Channel Neurovascular Array - Invivo The 8-Channel Neurovascular Array enables combined head-and-neck imaging without the need for patient repositioning. The coil is optimized for ASSET parallel imaging in a wide range of soft-tissue neck, skull-base and brain studies. Its head portion generates high-SNR brain images with uniform coverage. For vascular imaging, the coil delivers coverage from the aortic arch to the circle of Willis. And it is excellent for a wide range of additional applications, including imaging of the cervical spine, as well as soft-tissue neck and carotid applications. The coil's removable top has multiple openings and an adjustable mirror to reduce claustrophobia and facilitate patient positioning.
12	1	M3335TC	1.5T 8-Channel CTL Array - GE Coils This 12-element, multi-station CTL array delivers high SNR and spatial resolution for entire spine, soft-tissue neck, and carotid studies. This 8-channel array is designed to conform to the spine's normal curvature and includes a patient comfort pad and

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Item No.	Qty	Catalog No.	Description
			restraint. Its extensive coverage - 75 cm in the S/I direction - accommodates imaging of the entire spine. The coil's unique split-top design extends its clinical flexibility. Its removable top facilitates routine neck imaging, capturing both the cervical spine and anterior neck. Coil markers make accurate positioning at imaging isocenter surprisingly quick and easy.
13	1	M3335LE	1.5T 12-Channel Body Array - GE Coils The 12-Channel quadrature Body Array with a single connector is designed for high-definition MR imaging of the chest, abdomen and pelvis on the new 16-channel 1.5T MR system. This 12-element phased-array coil provides extensive coverage, enabling multi-station anatomical and vascular imaging of the chest-abdomen or abdomen-pelvis without repositioning the coil. The array is optimized for use with ASSET acceleration in enhanced breath-hold imaging procedures. The 12-ch Body Array is not compatible with E8801RG-Interface Device, E8801R-Endorectal Prostate Probe, E8801RC-Endorectal Cervix Probe, or E8801RD-Endorectal Colon Probe.
14	1	M3340CE	1.5T 8-Channel Shoulder Coil - Neo Coil The 1.5T compatible 8-channel shoulder coil has excellent lateral coverage and improved SNR over the lower channel count designs. The semi flexible coil was designed to improve patient comfort with the goal of minimizing motion during the exam.
15	1	M3335LJ	1.5T 8-Channel Wrist Array - Invivo The 8-Channel Wrist Array generates high definition MR wrist images. The one-piece, ovoid hinged design is optimal for small-FOV imaging and provides 12-cm S/I coverage. The coil can be positioned overhead or at the patient's side, vertically or horizontally. The coil is optimized for ASSET imaging to improve acquisition times.
16	1	M3340CD	1.5T 8-Channel Foot / Ankle Coil The 1.5T compatible foot / ankle coil 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.
17	1	M3087JF	1.5T 8-Channel Knee Array - Invivo The 1.5T T/R Knee Array is designed for high definition MR imaging of the knee. This

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Item No.	Qty	Catalog No.	Description
			array uses unique hybrid technology using separate birdcage coils for transmit and receive functions. Designed uniquely for GE, the 8-element receive coil delivers 30% to 100% more SNR than the standard extremity coil. The array is compatible with PURE for uniform signal intensity and ASSET for accelerated imaging speed.
	1		**MR Accessories - Signa HDxt 1.5T**
18	1	E4502SP	25 KAIC MR 1.5T Signa Main Disconnect Panel w/ Shield Cooler Compressor FEATURES/BENEFITS • Magnet is ready to scan sooner after power disruptions associated with storms, utility reclosure operations or power outages of any duration by providing automatic restoration of shield cooler compressor power • Field reconfigurable for two power feeds allowing for shield coolers to maintain system integrity by the use of an essential power source • Minimizes cryogen loss and prevents system quenching • Standardized design provides for pre-engineered system modifications such as uninterruptible power supply • Reduces installation time and cost by providing a single-point power connection eliminating the need to mount and wire a number of individual components • 25,000 AIC rated utilizing solid state circuit breakers with adjustable instantaneous trips • Each circuit breaker has provisions for padlocking the device in the OFF position for OSHA lockout/tagout servicing safety • Surface or semi-flush mounting SPECIFICATIONS • Dimensions (H x W x D): 30.37" x 20.4" x 7" • Weight: 94 lbs. • Door swing radius: 20.4" COMPATIBILITY • Signa 3.x, 4.x, 5.x, OpenSpeed 0.7T, HFO, Horizon 0.5T, 1.0T, 1.5T, Lightning LX 8.x, 1.0T 1.5T, Signa CV/I (Cardiac), Signa TwinSpeed 1.5T, 3.0T NOTES: • Customer is responsible for rigging and arranging for installation with a certified electrician • ITEM IS NON-RETURNABLE AND NON-REFUNDABLE

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General Electric Company, GE Healthcare Division

GE Healthcare

Date:	05-15-2018
Quote #:	PR6-C113178
Version #:	2
Q-Exp-Date:	08-13-2018

Item No.	Qty	Catalog No.	Description

Quote Summary:

Total Quote Net Selling Price **$475,989.45**

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

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

2. Term and Termination. Services and/or Software licenses will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. Software License. Other than as identified in the Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only. Customer's employees, agents and independent contractors may use the Software, but Customer is responsible for their acts. Customer-controlled entities may use the Software, but these entities will agree to these terms and pay additional license fees. Independent contractors that supply products comparable to the Software cannot be provided access to the Software unless GE Healthcare has provided its prior written consent. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE Healthcare provides Third Party Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

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

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

4. Commercial Logistics.

4.1. Order Cancellation and Modifications.

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

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

4.2. Site Preparation. Customer must, at its expense, prepare the site and network where the Product will be installed, ensuring that its site and network are adequate for proper Product operation and performance and meet GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

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

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

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

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

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

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

4.6. Acceptance.

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

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

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

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

4.8. Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

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

5. Security Interest and Payment.

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

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

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

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

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

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

7. Magnetic Resonance ("MR").

7.1. 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.

7.2. MR Uptime Commitment. GE Healthcare will provide an uptime commitment during warranty for MR Equipment (excluding peripherals) if Customer provides GE Healthcare with: (i) access to the MR Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to the MR Equipment. The "Uptime Commitment" for MR Equipment is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

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

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

Uptime is calculated as follows:

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

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

8. General Terms.

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

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

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

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

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

9. Compliance.

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

9.2. Security. Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

9.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.

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

9.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product purchase, the date of Product delivery; (b) if with a Services purchase, the start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period (other than because of GE Healthcare's fault), training expires without refund.

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

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

9.8. Use of Data.

9.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

9.8.2. Data Rights. GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("Source Data") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.

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

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

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

10. Disputes, Liability and Indemnity.

10.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

10.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10.3. Exclusion of Damages. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10.4. IP Indemnification. GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

10.5. General Indemnification. GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer's fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer's fault or (ii) any Product modification not authorized in writing by GE Healthcare.

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

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

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

GE Healthcare Warranty Statement

1. Warranty.

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

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

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

1.4. Used Equipment. Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is not warranted by GE Healthcare.

1.5. Accessories and Supplies. Warranties for accessories and supplies are in GE Healthcare's catalog and at www.gehealthcare.com.

1.6. Third Party Product. Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

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

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

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

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

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

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY
Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components)
Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.
Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs
MX150 Vascular and Performix 160A (MX160) Tubes: 3 years
X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months
X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for $30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to OEM guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.
Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.
GE OEC New or Exchange Service/Maintenance Parts: 3 months
GE OEC Refurbished C-Arms: 1 year after installation
HealthNet Lan, Advantage Review — Remote Products: 3 months
Vivid T8: 3 years, includes TEE probes purchased with the Vivid T8
Vivid i, Vivid e, Vivid q, Vivid iq and Voluson i: Warranty includes (i) repair at GE Healthcare facilities, (ii) 3 business day turnaround repair for Products shipped via overnight delivery (where available), measured from shipment date (GE Healthcare is not responsible for delays in overnight shipment), (iii) 72-hour loaner unit or probe replacement service via Fed Ex, and (iv) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling with a maximum of 2 replacement systems during warranty.
LOGIQ e, Venue, Vivid iq and related transducers and peripherals purchased with them: 5 years (3 years for Vivid iq), except the following have a 1 year warranty:

Transducers: 6Tc-RS, i739-RS, t739-RS, and i12L
Carts: Venue Docking Cart, LOGIQ e Isolation Cart and Tall Docking Carts
Other Accessories: Venue & LOGIQ e batteries (internal & external), TEE cleaning & storage system and printers

Warranty includes: (i) repair at a GE Healthcare Service Depot, (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays, and (iii) a loaner Product when available (shipping charges included).
Vscan: 3 years, except Vscan Version 1.1 Demonstration systems, which are warranted for 1 year. Warranty includes: (i) repair at a GE Healthcare Service Depot; (ii) repair within 5 days after receipt of the Vscan, excluding GE Healthcare holidays (GE Healthcare is not responsible for delays in shipment); and (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays.
Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.
Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and Vsan batteries, which are warranted for 1 year
CARESCAPE Monitors B450, B650 and B850: 3 years parts, 1 year labor (excluding displays, which are standard)
B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)
MAC 800, 1200, 1600, 2000 and 3500: 3 years
CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years
Exergen: 4 years
Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed: 7 year parts warranty on heater cal rod
Microenvironment and Phototherapy consumable components: 1 month
Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor
Corometrics® Nautilus Transducers: 2 years
Lullaby Phototherapy System: 3 years on lamp assembly
Oximeters: 3 years from installation, or 39 months from date of GE Healthcare invoice, whichever occurs first
Anesthesia Monitor Mounting Solutions: If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product
Tec 7 Vaporizers: 3 years
Tec 6 Plus Vaporizers: 2 years

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CT Quote

See Attached

GE Healthcare

Date:	04-20-2018
Quote #:	PR15-C40016
Version #:	3
Q-Exp-Date:	06-30-2018

Issued By:
GE Healthcare
FEIN: 14-0689340

Customer Address:
Premier Radiology
28 White Bridge Rd Ste 111
Nashville TN 37205-1466

Attention:
Suzanne Sutton
4220 Harding Road Nashville
TN 37205

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

1) This Quotation that identifies the Product offerings purchased or licensed by Customer;

2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions. In the event of conflict among the foregoing items, the order of precedence is as listed above.

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

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

Governing Agreement:	None
Customer Number:	1-25NM89
Terms of Delivery:	FOB Destination
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	Due ON Receipt - 30 Days
Total Quote Net Selling Price:	$205,000.00
Sales And Use Tax Status:	No Exemption Certificate on File

INDICATE FORM OF PAYMENT:

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

____Cash/Third Party Loan/Check ____GE HEF Loan

____GE HEF Lease ____Third Party Lease(please identify financing company) _____

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

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

CUSTOMER

_____ _____
Authorized Customer Signature Date

_____ _____
Print Name Print Title

_____
Purchase Order Number (if applicable)

GE HEALTHCARE
Gary Young 04-20-2018
Signature Date

Vaso Healthcare - Authorized Manufacturer Rep

Email: GaryYoung@ge.com
Office: +1 615 202 6373
Mobile: 615-202-6373

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General Electric Company, GE Healthcare Division

GE Healthcare

Date:	04-20-2018
Quote #:	PR15-C40016
Version #:	3
Q-Exp-Date:	06-30-2018

Total Quote Selling Price	**$266,452.00**
Trade-In and Other Credits	$61,452.00

Total Quote Net Selling Price	**$205,000.00**

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:
Gary Young
Office: +1 615 202 6373
Mobile: 615-202-6373
Email: GaryYoung@ge.com

Payment Instructions

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

To Accept This Quotation

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

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.
Signature page on quote filled out with signature and P.O. number.
**********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 the applicable quote/agreement number with the reference on the purchase order.
In addition, source of funds (choice of: Cash/Third Party Loan or GE HEF Lease or GE HEF Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

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General Electric Company, GE Healthcare Division

GE Healthcare

Date:	04-20-2018
Quote #:	PR15-C40016
Version #:	3
Q-Exp-Date:	06-30-2018

Qty	Catalog No.	Description
1		**Optima CT540**
1	S7540TG	The Optima CT540 is GE Healthcare's latest generation intelligent CT system. The Optima CT540 is all about improving your patients experience to make your studies more effective from start to finish. This Optima CT540 is ready to be your diagnostic partner. Key Features: • Exclusive VariSpeed allows full 360 degree rotation in 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 2.0 seconds, ensuring short breath holds, more comfortable exams and flexibility. • Routine thin slice scanning, as thin as 0.625 mm helping to optimize lesion detection and facilitating the use of thinner images for sagittal, coronal, oblique, and volume image presentation and review. • Efficient gantry geometry design delivers equivalent imaging flux performance compared to a system with larger geometry and higher generator power. • IQ Enhance (IQE) reconstruction reduces helical Artifact Index in thin slice helical scanning. This reduction in artifacts makes it possible to scan at faster helical pitches. • GE proprietary, advanced interpolation algorithms balance slice profile, helical pitch, image noise, and required technique. • Image decomposition to: - Retrospective thin images from data sets where thicker images were initially reconstructed - Facilitates more detailed image analysis - Improves 3D and reformat visualization • Dose Check, a tool that helps the user to estimate and check the dose delivered in clinical practice. It is based on the standard XR-25-2010 published by the Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA), XR-29 Compliant. Xtream Suite workflow management built to help you maximize productivity • Xtream 12" gantry display enables - One Step patient positioning - Personalized patient care - Informational videos for all patients - Distraction videos for pediatric patients • One-touch protocol workflow delivering tailored visualization mode for exam review, directly built into the protocols, and available "1 click" on the operator console or the post-processing workstation. • 3-click scan start workflow with pre-programmable protocol setting functions enables a starting a scan in as few as 3 clicks. • 10 Prospective Multiple Reconstruction (PMR) can be pre-programmed as part of the scan protocol prior to acquisition

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Qty	Catalog No.	Description
		• Volume Viewer 3D reconstruction capabilities • Direct Multi-Planar Reformatting (MPR) with Auto-Batch feature, affording automatic real-time direct reconstruction and transfer of fully corrected multi-planar images, in any plane • Exam Split (Optional) allows multi-anatomic exams to be read in separate anatomic sections. This allows specialists to review only those images needed for a given requisition • Direct Connect allows remote Advantage Workstation (AW) access to the Xtream FX console's thin-slice data, eliminating unnecessary network traffic and storage duplication. (AW4.3 and later) • Xtream Injector (Optional) is a powerful integrated injection option, which begins the IV contrast injection process in synchronization with "Start Scan" on Optima CT540 to simplify the enhancement exam workflow. The enhanced Xtream Injector also supports injector parameters being entered on CT console. • SmartPrep with Auto Trigger allows intermittent monitoring of IV contrast enhancement in an area of interest. • Default Patient Positioning (DPP) provides workflow improvement by preset positioning (Default Patient Positioning) on new gantry display. • Real-time Scout allows image to be displayed simultaneously as the acquisition. With the real-time scout image, you can stop scout acquisition once the necessary anatomy is covered. Compact system design • The minimum installation requirement without short footprint mode is 20.0m2. • Two 19" monitors, standard, for comfort in in imaging review. • Up to 1700 mm scannable range for full body trauma scans. • In room start button mounted on gantry with countdown display, facilitates single remote gantry tilt from the operator console to enhance workflow. • Built-in breathing lights with a countdown timer, so the patient does not have to guess how much longer to hold their breath. • 0.35 mm isotropic microVoxel image resolution reconstruction algorithms • Hyperplane* and Crossbeam*, providing virtually artifact-free images and optimized slice profile at any pitch, by solving the technical challenges of cone beam and high pitch helical scanning • Includes reference protocols and the ability to customize your own for a total of 6840 protocols • 250,000 uncompressed 512 image files storage capacity, and 9600 scan seconds of scan data storage capacity • Chest Kernel can let the user perform only one reconstruction (instead of twice-using lung kernel and standard kernel separately) for chest exams, which may speed up the image review process. Filter sharpness is automatically adapted to the lung or mediastinum when the user

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Qty	Catalog No.	Description

adjusts window width or window level.

• IQ Enhancement (IQE) may reduce helical artifacts which are important for image quality of thin-slice helical scans. The Optima CT540 series scanner with this feature can accelerate its helical pitch up to 70% (e.g. 0.562 to 1.75, @ 16 slice) when acquiring the same helical artifact level compared with the same scanner with IQE disabled. This coverage speed is equivalent to that of a 50-slice wider detector CT scanner at the same table speed.

Dose Management Leadership
OptiDose management features: new bowtie filters optimized for adult and pediatric body exams, full 3D dose modulation, color coding for kids, tracking collimator hardware and software for x-ray beam tracking to name a few of GE's dose optimization features, all based on the ALARA principle.

• Dynamic Z-axis tracking provides automatic and continuous correction of the x-ray beam shape to block unused x-ray at the beginning and end of a helical scan to reduce unnecessary patient radiation

• 3D Dose modulation - Before the scan, clinicians must select the desired Noise Index as well as the minimum and maximum mA setting. The system automatically accounts for the changing dimensions of the patient's anatomy, enabling patient to patient reproducibility in this aspect of image quality and real-time x-y-z during each scan.

• Volumetric Image Space Reconstruction (VISR) are 3D filters that reduce image noise (standard deviation) without compromising spatial resolution to provide clear visualization in neuro and cardiac imaging, to deliver diagnostic image quality with potentially lower mA.}

• Tracking collimator hardware and software for x-ray beam tracking to minimize patient dose

• Filtration of the x-ray beam is optimized independently for body and head applications

• Dose Display, DLP (dose length product), and dose efficiency display during scan prescription provides the patient's dose information to the operator prior to scanning

• Dose Reporting provides access to the CTDIvol and DLP with the patient record prior and post exam. DICOM Structured Dose Report is also supported

• Dose Check provides the user with tools to help them manage CT dose in clinical practice and is based on the standard XR-25-2010 published by The Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA). Dose Check provides the following:

• Checking against a Notification Value if the estimated dose for the scan is above your site established value

• Checking against an Alert Value where the user needs specific authority to continue the scan at the current estimated dose without changing the scan parameters if the estimated dose exceeds the alert value

• The ability to define Alert Values for Adult and Pediatric with age threshold

• Audit logging and review capabilities

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Qty	Catalog No.	Description

• Protocol change Control capabilities

• DoseWatch Explore is an introductory dose management software application that provides you secure access, via any PC with internet access, to dose and protocol data from this system. An InSite

connection to the system and completion of the registration process is required to use the DoseWatch Explore application. For US and Canadian Customers, this quotation includes access to the DoseWatch Explore application for a period of time concurrent with the system warranty. In clinical practice, the use of VISR may enable reduction in CT patient dose depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and a physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task. When ASiR is installed, VISR will be disabled.

Gantry:

• Advanced slip ring design continuously rotates generator, tube, HiLight matrix detector and data acquisition system around the patient.

• Matrix II detector and digital data acquisition system

• 70 cm Aperture with scan field of 50 cm

• Short geometry design: 94.9 cm tube-to-detector distance

• Rotational speeds: 360 degrees in 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 2.0 seconds

• Tilt: +/- 30 degrees in half-degree increments with a speed of 1 degree/second

• Remote tilt from operator's console

• Integrated breathing lights & countdown timer

• Integrated start scan button with countdown timer to indicate when x-ray will turn on

• Scan plane toward front of gantry for improved positioning access

• Laser Alignment Lights: Define both internal and external scan planes to E 1 mm accuracy

Table:

• Controls on gantry for table up/down and cradle in/out, and tilt. Foot pedals on both sides of table for fast elevation. Cradle position controlled from OC for prescribed scans

• 1700 mm scannable range for full body trauma scans

• Table load capacity of 227 kg (500 lb) with +/- 0.25 mm of position repeatability

• Vertical range: 430 mm to 991 mm

• Vertical scannable range:791 mm to 991 mm

• Horizontal range: up to 1700 mm

• Horizontal scannable range: up to 1730 mm (axial) and 1630 mm (helical) & 1600 mm (Scout)

• Horizontal speed: up to 125 mm/sec (150 mm/sec at ISD)

• Table automatically re-centers on scan plane with changes in vertical position under

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Qty	Catalog No.	Description
		alignment light turned on condition • Pitch 0.562:1, 0.938:1, 1.375:1, and 1.75:1 Detector and DAS: The Volara 30-bit Digital data Acquisition System (DAS), with 1968 views per rotation, delivers high processing power for high-resolution images and low-dose performance. It reduces noise up to 33% for outstanding image quality, even in difficult areas such as the shoulders and hips, and in large patients. Other features include: • 21,888 cells over 24 rows, allowing the following type of acquisition-collimation: • 10mm (0.625 mm rows) for high resolution mode • 20mm (1.25 mm rows) high speed mode • Collimated slice thickness available: 0.625, 1.25, 2.5, 3.75, 5, 7.5, 10 • Generating slices at fine intervals enables image reconstruction that exceed 32 slices (images) per gantry rotation • The high image quality provided by the Optima CT540 is enabled by the HiLight matrix detector, with 98% absorption efficiency X-ray Tube: • Anode Heat Storage Capacity: 6.3 MHU • Heat Dissipation: Anode (max) 840 KHU/min • Dual Focal Spots • Small Focal Spot: - 0.9 x 0.7 nominal value (IEC 336/2005) - 0.7 x 0.6 nominal value (IEC 60 336/93) • Large Focal Spot: - 1.2 x 1.0 nominal value (IEC 336/2005) - 0.9 x 0.9 nominal value (IEC 60 336/93) High Voltage Generator High Frequency on-board generator allows for continuous operation during scan. • 53.2 kW output power • kVp: 80, 100, 120, 140 • mA: 10 to 440 mA, 5 mA increments with 120 kV Xtream Operator Console The console and table are designed to enable the efficient use of space while enhancing clinical workflow and technologist comfort. Attributes include: • Fully adjustable monitor arms • Adjustable height for improved patient visibility

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Qty	Catalog No.	Description

• Flexible location of OC hardware

• Sitting or standing position

• Xtream FX operator console

• 6 fps is standard, 30 fps is optional

• Split tabletop allows unrestricted patient viewing while supporting two LCD 19 inch color monitors.

• Two 19 inch color LCD monitors support scan and recon, as well as image display, processing, analysis, and management.

• Each work surface can be adjusted to accommodate operator preferences and a wide variety of site requirements.

Image Networking Exams

Images can be selected and moved between the Optima CT540 CT Scanner and any imaging system supporting the DICOM 3.0 protocol for network send, receive and pull/query.

Other networking attributes include:

• Standard Auto-configuring Ethernet

• Direct Network Connection

• Supports 10/100/1000 BaseT Ethernet

• Supported Protocols

- DICOM 3.0 Network

- Advantage Net

- InSite Point-to-Point

- TCP/IP (for System Administration)

DICOM Conformance Standards:

• DICOM 3.0 Storage Service Class

• Service Class User (SCU) for image send

• Service Class Provider (SCP) for receive

• DICOM 3.0 Query/Retrieve Service Class

• DICOM 3.0 MOD Media Service Class

• DICOM 3.0 Storage Commitment Class Push

• DICOM 3.0 Modality Worklist (incl: Performed Procedure Step through ConnectPro option)

• DICOM 3.0 Print

The Optima CT540 with Xtream FX suite workflow management is designed to deliver outstanding workflow in each of these tasks: One-touch protocol workflow, delivering tailored visualization mode for exams review, directly built into the protocols, and available in "1 click" on the Operator Console or the Post-processing workstation.

Xtream Display

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Qty	Catalog No.	Description
		Xtream Display is a multi-purpose LCD display and can show basic patient information on the Gantry monitor. The user can confirm patient information in the scan room potentially improving workflow and reducing the opportunity for error. Xtream Display provides workflow improvement with preset positioning (One Step patient positioning) on gantry display. Xtream Display has a Movie function to assist the user in explaining the CT examination to patients. Other features include: • Minimum 3-click scan start workflow is a pre-programmable protocol setting that enables the start of scan in as few as 3 clicks. • Up to 6 fps reconstruction speed (30 fps optional) • Direct MPR with Auto-Batch feature, affording automatic real-time direct reconstruction and transfer of fully corrected multi-planar images, in any plane. • Up to 10 fps transfer speed of images, real-time during acquisition, to up to 4 different destinations. • DVD interchange capability, for archiving of up to 7168 uncompressed 512 images. • Data Export capability, ensuring the relevant images and reports can be visualized by the referrals in PC friendly format (MPEG, AVI..) • Auto Transfer by Series to distribute images where you need them when you need them. • Exam Split (optional) allows multi-anatomic exams be read in separate anatomic sections. This allows specialists to review only those images needed for a given requisition • Grayscale Presentation State saves display presentation of WW, WL, flip, rotate, zoom, roam, user annotation and measurements for transfer to a remote viewing station using DICOM GSPS object. • Direct Connect allows remote Advantage Workstation (AW) access to the Xtream FX console's thin-slice data, eliminating unnecessary network traffic and storage duplication. (AW4.3** and later) • Graphic Retro: Graphic Retro allows users to prescribe retro recon graphically on appropriate prospective image by mouse. Visual adjustment parameters such as DFOV, AP/RL center improve retro recon productivity. Scan Modes Helical scan mode offers continuous 360 degree scanning with table incrementation and no interscan delay. Axial scan mode allows for up to 16 contiguous axial planes to be acquired simultaneously. • Helical Multi-slice Modes: Helical scanning has been simplified by grouping all critical acquisition parameters within helical pitches optimized for image quality and speed 0.5625:1, 0.9375:1, 1.375:1, 1.75:1 for 16 slice acquisition. These clinically derived helical scan modes offer a wide range of selections that carefully balance acquisition speed, image thickness, and provide table speeds up to 35 mm per rotation enabling scan speeds that are up to 12 times

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Qty	Catalog No.	Description
		faster than 4 slice helical scanners. • Prospective Multiple Thickness Reconstruction: For any helical scan modes, the operator can choose to reconstruct images prospectively in any of 7 nominal image thicknesses 0.625, 1.25, 2.5, 3.75, 5, 7.5, and 10 mm. The operator may also prospectively specify additional image sets to be reconstructed. These images can be reconstructed at any of the defined nominal image thicknesses available for a given table speed and scan mode. Direct MPR may also be prospectively specified which quickly enables the move from 2D review to prospective 3D image review of axial, sagittal, coronal and oblique planes automatically. Axial Scans: Multi-slice axial acquisitions and short interscan delays significantly reduce potential miss-registration between scans by increasing the number of scans in a single breath hold. Reference protocols make the Optima CT540 scanner system fast & efficient. • Axial Multi-slice Modes: The Optima CT540 CT scanner system acquires axial scans in sets of up to 16 contiguous images in one 360 degree rotation. For each rotation of the gantry the system collects 16 rows of scan data. There are five reconstruction modes available for creating images from the multi-slice axial scan data. • Example- 8i Mode: Produces 8 Images per Rotation • Nominal Thickness: 1.25, 2.5 mm • Example- 16i Mode: Produces 16 Images per Rotation • Nominal Thickness: 0.625, 1.25 mm Image Reconstruction Kernels: Soft, Standard, Detail, Bone, Bone Plus, Lung, and Edge and Chest. InSite Broadband includes: Hardware essential for systems to be connected to high speed internet. Warranty. The published Company warranty in effect on the date of shipment shall apply. The Company reserves the right to make changes. All specifications are subject to change. Regulatory compliance: this product is designed to comply with applicable standards under the radiation control for health and safety act of 1968. This product is designed to comply with applicable standards under the Radiation Control for Health and Safety Act of 1968. Laser alignment devices contained within this product are appropriately labeled according to the requirements of the Center for Devices and Radiological Health. This product is a CE compliant device which satisfies regulations regarding Electro-Magnetic Compatibility (EMC) and Electro-Magnetic Interference (EMI), pursuant to IEC-60101-1 and all applicable collateral and particular standards. This product complies with NEMA Standard 29-2013 / MITA Smart Dose Standard.
1	B7590EN	English Keyboard Kit
1	B7580GA	Standard Cable Set
1	B75002CD	The CT workspace is an ergonomic working environment specifically designed for use with the

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General Electric Company, GE Healthcare Division

Qty	Catalog No.	Description
		GE Healthcare imaging systems. The sleek table design enables the efficient use of space while enhancing clinical workflow and technologist comfort. The workspace provides a minimalist footprint to improve patient visibility and giving the user easier access to patients in the imaging suite. It can also help reduce noise and heat with remote location options of the console. It is 51.2" long x 35.25" wide x 33.5" in height and weighs 122.8 lbs. 1300mm long x 895mm wide x 850mm in height and weighs 55.8kg
1	B7660B	Chair for CT scanner
1	B7900LC	This option provides lung screening reference protocols that are tailored to the CT system, patient size (small, average large), and the most current recommendations from a wide range of professional medical and governmental organizations. Now, qualified GE Healthcare CT scanners with this option are formally indicated for, and can be confidently used by physicians for low dose CT lung cancer screening of identified high-risk patient populations. These protocols deliver low dose, short scan times, and clear and sharp images for the detection of small lung nodules. Early detection from an annual lung screening with low dose CT in high-risk individuals can prevent a substantial number of lung cancer-related deaths. All new GE 64-slice and greater CT scanners, and virtually all of the 16-slice CT scanners that GE Healthcare sells are qualified for this screening option. This solution is also available to thousands of qualified GE CT scanners currently in use, increasing access to the quality scanners that satisfy both patient and physician needs. The new protocols, do include the choice for the user to be able to utilize GE Healthcare's industry-leading technologies such as ASiRTM, ASiR-VTM and VeoTM that are designed to reduce image noise, which is undesirable for physicians looking for small nodules. This option contains two documents. Lung Cancer Screening Option Reference Protocol Guide, and the Lung Cancer Screening Option User Manual / Technical Reference Manual i) The following GE Healthcare CT scanners are qualified to receive the new low dose CT Lung Cancer Screening Option: LightSpeed 16, BrightSpeed Elite, LightSpeed Pro16, Optima CT540, Discovery CT590 RT, Optima CT580, Optima CT580 W, Optima CT590 RT, LightSpeed Xtra, LightSpeed RT16, LightSpeed VCT, LightSpeed VCT XT, LightSpeed VCT XTe, LightSpeed VCT Select, Optima CT660, Revolution EVO, Discovery CT750 HD, Revolution HD, Revolution CT, Revolution Frontier. ii) Moyer V. Screening for Lung Cancer: U.S. Preventive Services Task Force Recommendation Statement. Ann Intern Med. 2014;160:330-338. http://www.uspreventiveservicestaskforce.org/Page/Document/RecommendationStatementFinal/lung-cance
1	W0113CT	TiP CT Basic Training 6 Days Onsite 10 Hours TVA

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General Electric Company, GE Healthcare Division

GE Healthcare

Date:	04-20-2018
Quote #:	PR15-C40016
Version #:	3
Q-Exp-Date:	06-30-2018

Qty	Catalog No.	Description
		TiP Applications CT Basic Training for LightSpeed, LightSpeed VCT and BrightSpeed Systems includes: • 6 onsite days covered in two site visits • 10 hrs. TVA All elements of the programs are completed within 36 months post installation. Onsite training and TVA are delivered Monday through Friday between 8AM and 5PM. T&L expenses are included.
1	R24013AC	GE Healthcare has reclassified its service tools, diagnostics and documentation into various classes (please refer to the Service Licensing Notification statement at the beginning of this Quotation). The Standard License provides access to service tools used to perform basic level service on the Equipment and is included at no charge for the warranty period.

Quote Summary:

10 month warranty reduction

Total Quote Net Selling Price **$205,000.00**

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

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

2. Term and Termination. Services and/or Software licenses will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. Software License. Other than as identified in the Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only. Customer's employees, agents and independent contractors may use the Software, but Customer is responsible for their acts. Customer-controlled entities may use the Software, but these entities will agree to these terms and pay additional license fees. Independent contractors that supply products comparable to the Software cannot be provided access to the Software unless GE Healthcare has provided its prior written consent. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE Healthcare provides Third Party Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

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

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

4. Commercial Logistics.

4.1. Order Cancellation and Modifications.

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

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

4.2. Site Preparation. Customer must, at its expense, prepare the site and network where the Product will be installed, ensuring that its site and network are adequate for proper Product operation and performance and meet GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

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

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

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

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

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

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

4.6. Acceptance.

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

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

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

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

4.8. Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

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

5. Security Interest and Payment.

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

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

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

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

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

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

7. Positron Emission Tomography ("PET") and Computed Tomography ("CT"). Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system.

8. CT Uptime Commitment. GE Healthcare will provide an uptime commitment during warranty for CT Equipment (excluding peripherals) if Customer provides GE Healthcare with: (i) access to the CT Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to the CT Equipment. The "Uptime Commitment" for CT Equipment is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

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

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

Uptime is calculated as follows:

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

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

9. General Terms.

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

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

9.3. Force Majeure. For non-monetary obligations, performance time will be reasonably extended for delays beyond a party's control.

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

9.5. Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive its end will continue in full effect after its end.

10. Compliance.

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

10.2. Security. Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

10.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.

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

10.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product purchase, the date of Product delivery; (b) if with a Services purchase, the start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period (other than because of GE Healthcare's fault), training expires without refund.

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

10.7. Connectivity. If a Product has remote access capability, Customer must provide GE Healthcare with, and maintain, remote access to the Product by a GE Healthcare-validated connection to permit GE Healthcare to perform Services. If remote access is not provided, GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. The remote connection and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

10.8. Use of Data.

10.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

10.8.2. Data Rights. GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("Source Data") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.

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

10.10. Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

10.1. 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.

11. Disputes, Liability and Indemnity.

11.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

11.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11.3. Exclusion of Damages. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11.4. IP Indemnification. GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

11.5. General Indemnification. GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer's fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer's fault or (ii) any Product modification not authorized in writing by GE Healthcare.

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

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

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

GE Healthcare Warranty Statement

1. Warranty.

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

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

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

1.4. Used Equipment. Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is not warranted by GE Healthcare.

1.5. Accessories and Supplies. Warranties for accessories and supplies are in GE Healthcare's catalog and at www.gehealthcare.com.

1.6. Third Party Product. Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

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

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

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

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

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

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY
Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components)
Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

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MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.
Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs
MX150 Vascular and Performix 160A (MX160) Tubes: 3 years
X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months
X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for $30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to OEM guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.
Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.
GE OEC New or Exchange Service/Maintenance Parts: 3 months
GE OEC Refurbished C-Arms: 1 year after installation
HealthNet Lan, Advantage Review — Remote Products: 3 months
Vivid T8: 3 years, includes TEE probes purchased with the Vivid T8
Vivid i, Vivid e, Vivid q, Vivid iq and Voluson i: Warranty includes (i) repair at GE Healthcare facilities, (ii) 3 business day turnaround repair for Products shipped via overnight delivery (where available), measured from shipment date (GE Healthcare is not responsible for delays in overnight shipment), (iii) 72-hour loaner unit or probe replacement service via Fed Ex, and (iv) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling with a maximum of 2 replacement systems during warranty.
LOGIQ e, Venue, Vivid iq and related transducers and peripherals purchased with them: 5 years (3 years for Vivid iq), except the following have a 1 year warranty:

Transducers: 6Tc-RS, i739-RS, t739-RS, and i12L
Carts: Venue Docking Cart, LOGIQ e Isolation Cart and Tall Docking Carts
Other Accessories: Venue & LOGIQ e batteries (internal & external), TEE cleaning & storage system and printers

Warranty includes: (i) repair at a GE Healthcare Service Depot, (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays, and (iii) a loaner Product when available (shipping charges included).
Vscan: 3 years, except Vscan Version 1.1 Demonstration systems, which are warranted for 1 year. Warranty includes: (i) repair at a GE Healthcare Service Depot; (ii) repair within 5 days after receipt of the Vscan, excluding GE Healthcare holidays (GE Healthcare is not responsible for delays in shipment); and (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays.
Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.
Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and Vsan batteries, which are warranted for 1 year
CARESCAPE Monitors B450, B650 and B850: 3 years parts, 1 year labor (excluding displays, which are standard)
B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)
MAC 800, 1200, 1600, 2000 and 3500: 3 years
CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years
Exergen: 4 years
Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed: 7 year parts warranty on heater cal rod
Microenvironment and Phototherapy consumable components: 1 month
Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor
Corometrics® Nautilus Transducers: 2 years
Lullaby Phototherapy System: 3 years on lamp assembly
Oximeters: 3 years from installation, or 39 months from date of GE Healthcare invoice, whichever occurs first
Anesthesia Monitor Mounting Solutions: If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product
Tec 7 Vaporizers: 3 years
Tec 6 Plus Vaporizers: 2 years

3D Mammo Quote

See Attached

GE Healthcare

Date:	05-17-2018
Quote #:	PR10-C118349
Version #:	5
Q-Exp-Date:	06-29-2018

Issued By:
GE Healthcare
FEIN: 14-0689340

Customer Address:
Premier Radiology
28 White Bridge Rd Ste 111
Nashville TN 37205-1466

Attention:
Mr. Michael Moreland
28 White Bridge Rd Ste 111 Nashville
TN 37205-1466

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

1) This Quotation that identifies the Product offerings purchased or licensed by Customer;

2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions. In the event of conflict among the foregoing items, the order of precedence is as listed above.

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

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

Governing Agreement:	None
Customer Number:	1-25NM89
Terms of Delivery:	FOB Destination
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	Due ON Receipt-30 Days
Total Quote Net Selling Price:	$299,000.00
Sales And Use Tax Status:	No Exemption Certificate on File

** The following ship to states do not impose a sales/use tax (AK, DE, MT, NH, OR). No exemption certificate required.

NDICATE FORM OF PAYMENT:

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

____Cash/Third Party Loan/Check ____GE HEF Loan

____GE HEF Lease ____Third Party Lease(please identify financing company) _____

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

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

CUSTOMER

_____ _____
Authorized Customer Signature Date

_____ _____
Print Name Print Title

_____
Purchase Order Number (if applicable)

GE HEALTHCARE
Gary Young 05-17-2018
Signature Date

Vaso Healthcare - Authorized Manufacturer Rep

Email: GaryYoung@ge.com
Office: +1 615 202 6373
Mobile: 615-202-6373

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GE Healthcare

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Total Quote Selling Price	**$299,000.00**
Trade-In and Other Credits	$0.00

Total Quote Net Selling Price	**$299,000.00**

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:
Gary Young
Office: +1 615 202 6373
Mobile: 615-202-6373
Email: GaryYoung@ge.com

Payment Instructions

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

To Accept This Quotation

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

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.
Signature page on quote filled out with signature and P.O. number.
**********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 the applicable quote/agreement number with the reference on the purchase order.
In addition, source of funds (choice of: Cash/Third Party Loan or GE HEF Lease or GE HEF Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

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Qty	Catalog No.	Description
1		**Senographe Pristina - BI**
1	S30371AB	Senographe Pristina
1	S30371BA	Control station standard front cover
1	S30331JR	3 megapixel high-brightness color monitor. High-definition and multifunctional model featuring precise calibration compliant with the DICOM Part 14 standard. Technical Specifications: • Display Type LED-backlit LCD monitor / TFT active matrix - 3MP – color • Native Resolution 1536 x 2048 • Contrast Ratio 1400:1 • Color Support 1.07 billion colors • Dimensions (WxDxH) 14.8 in x 9.7 in x 23.6 in - with stand • Horizontal Viewing Angle 170 • Vertical Viewing Angle 170 • Pixel Pitch 0.21075 mm • Panel Type IPS • Brightness 1000 cd/m² • Horizontal Refresh Rate 31 - 127 kHz • Backlight Technology LED backlight • Video Bandwidth 215 MHz • Vertical Refresh Rate 29 - 61 Hz • Manufacturer: Eizo Nanao Technologies POWER DEVICE • Nominal Voltage AC 120/230 V • Frequency Required 50/60 Hz • Power Consumption Operational 125 Watt DISPLAY • Image Brightness 1000 cd/m2 • Image Contrast Ratio 1400:1 • Video Bandwidth 215 MHz • Type LED-backlit LCD monitor MISCELLANEOUS • OSD Languages Chinese (simplified), Chinese (traditional), English, French, German, Italian, Japanese, Spanish, Swedish

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Qty	Catalog No.	Description
		• Color Category black • Color black • Flat Panel Mount Interface 100 x 100 mm POWER • Power Consumption Stand by / Sleep: 3 Watt • Power Supply internal MECHANICAL • Swivel Angle: 344 degrees • Rotation Angle: 90 degrees • Height Adjustment: 3.1 in • Tilt Angle: 30 degrees • Flat Panel Mount Interface: 100 x 100 mm • Display Position Adjustments: Height, pivot (rotation), swivel, tilt CABLE DETAILS • Type: DVI cable, DisplayPort cable, USB cable • Included Qty: 1 • Cable Details: DVI-D to DVI-D
1	S30371CA	Computer QWERTY English keyboard designed to enter characters and functions into the control station. This keyboard has an USB connection to be used when connected to the station's computer.
1	S30331BR	Additional Stand-alone Radiation Shield (MAVIG) This radiation screen is a stand-alone shield validated for fixed configurations only.
1	S30351RJ	SenoIris CONNECT software with PC is a tool for fast transmission of medical image data. It connects DICOM enabled devices in different locations over a given - preferably secure - connection. SenoIris CONNECT enables fast teleradiology transparent to connected DICOM devices leveraging JPEG2000 image compression. SenoIris CONNECT also manages centrally the review workflow of multi-workstation installation. SenoIris CONNECT only works with SenoIris DIAGNOSE. SenoIris CONNECT is not needed for a single workstation installation. Interfaces with information systems must be clarified and quoted with a IDI Sales Specialist. SenoIris CONNECT comes on HP Z440 PC with 1TB SSD, and an English keyboard.
1	S30351AR	One set of power cords for UK/USA/JAPAN/CHINA
1	S30371BP	Mag Stand 1.8

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Qty	Catalog No.	Description
1	S30371FC	The optional flexible and ergonomic 24x29.8cm sliding paddle provides tilting and flexibility for compression uniformity from chest wall to nipple. It is designed for easier positioning especially in the MLO position for large pectoral muscles and in the CC position when the chest wall and nipple-side show large thickness variation. Patient comfort is improved by requiring less compression on the pectoral muscle or chest wall to achieve proper compression on the whole breast.
1	S30371FD	The optional flexible and ergonomic 19x23cm sliding paddle provides tilting and flexibility for better compression uniformity from the chest wall to nipple. It is used in combination with the 19x23cm field of view. It is designed for easier positioning especially in the MLO position for large pectoral muscles and in the CC position when the chest wall and nipple-side show large thickness variation. Patient comfort is improved by requiring less compression on pectoral muscle or chest wall to achieve proper compression on the whole breast. This sliding paddle has been designed to allow technologists to position small breasts on a large detector making sure that the positioning is comfortable and accurate. For a CC view, the 19x23 cm sliding paddle is positioned in the middle of the detector. For an oblique view, the paddle can slide to the side (left or right depending on the breast view) to make sure that the breast is optimally compressed.
1	S30371FE	ROUND SPOT COMPRESSION PA
1	S30371FF	SLIDING SQUARE SPOT COMPR
1	S30371FJ	10X23 Sliding Small Breast Paddle
1	S30371HA	Senographe Pristina 3D is a three-dimensional imaging technology that uses a low dose short X-ray sweep around a compressed breast. The acquired projection images are processed electronically to reconstruct a 3D representation of the entire breast. This imaging technique is designed to separate the tissues and to reduce the overlapping of structures, which represents a limiting factor in standard 2D mammography. The 3D option is available for the Senographe Pristina platform to generate 3D and 2D images. Senographe Pristina 3D Technology • Sweep angle is 25° with 9 projections at any rotation angle between -160°/+160° • The "Step and Shoot" tube motion stops for each exposure to avoid image blur • Mo and Rh tube tracks create narrow x-ray spectra, exactly where the dose efficiency is for thin (Mo) and medium and thick breasts (Rh) • Detector: 100 microns with no binning, high DQE in 3D mode (IEC 62220-2-3, equivalent spectrum at 5μGy):

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Qty	Catalog No.	Description
		65% (+/-2) at 0.5lp/mm and 57% (+/-2) at 2lp/mm • Automatic reconstruction of the images by using ASIR DBT iterative algorithms • The dose of a DBT (Digital Breast Tomosynthesis) view is designed to be equivalent to the dose of a 2D standard acquisition of the same view • Capability to reconstruct 0.5mm or 1mm distance between tomo-planes
1	W0002MM	2 Days MM TiP Onsite Training Two Day MM Onsite Training provided from 8AM to 5PM, Monday through Friday. Includes T&L expenses. Days provided consecutively. This training program must be scheduled and completed within 12 months after the date of product delivery.
1	W0003MM	3 Days MM TiP Onsite Training Three Days MM Onsite Training provided from 8AM to 5PM, Monday through Friday. Includes T&L expenses. Days provided consecutively. This training program must be scheduled and completed within 12 months after the date of product delivery.
1	W0001MS	Customer Acknowledgement PRIOR TO GE HEALTHCARE ACCEPTING AN ORDER, AN IT WORKFLOW MEETING WITH A GE HEALTHCARE REPRESENTATIVE IS REQUIRED TO ENSURE PROPER STORAGE AND TRANSFER OF IMAGES. THE INFORMATION OBTAINED IN THE IT WORKFLOW MEETING MAY RESULT IN CONFIGURATION CHANGES TO ENSURE A PROPER WORKFLOW SOLUTION AS WELL AS A POSSIBLE CHANGE TO THE PRICE IN THE FINAL QUOTE.
1	E6322DJ	Mammography Breast Phantom - ACR Gammex 156 The Mammographic Accreditation Phantom is designed to test the performance of a mammographic system by a quantitative evaluation of the system's ability to image small structures similar to those found clinically. Objects within the phantom simulate calcifications, fibrous calcifications in ducts, and tumor masses. The phantom is also designed to determine if a mammographic system can detect small structures that are important in the early detection of breast cancer. Test objects within the phantom range in size from those that should be visible on any system,

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Qty	Catalog No.	Description
		to objects that will be difficult to see even on the best mammographic system. Breast phantom is compatible with analog and digital equipments. Approved by ACR for Mammography. SPECIFICATIONS • Height: 1.75 in. (4.5 cm) • Width: 4 in. (10.2 cm) • Depth: 4.25 in. (10.8 cm)
1	E6315TA	Cabinet to hold additional paddles and other mammography accessories
1	S30351PK	Activates the enhanced V-Preview option on SenoIris DIAGNOSE. Note: Must also order iCAD PowerLook 3D CAD license

Quote Summary:

Total Quote Net Selling Price **$299,000.00**

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

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

2. Term and Termination. Services and/or Software licenses will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. Software License. Other than as identified in the Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only. Customer's employees, agents and independent contractors may use the Software, but Customer is responsible for their acts. Customer-controlled entities may use the Software, but these entities will agree to these terms and pay additional license fees. Independent contractors that supply products comparable to the Software cannot be provided access to the Software unless GE Healthcare has provided its prior written consent. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE Healthcare provides Third Party Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

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

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

4. Commercial Logistics.

4.1. Order Cancellation and Modifications.

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

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

4.2. Site Preparation. Customer must, at its expense, prepare the site and network where the Product will be installed, ensuring that its site and network are adequate for proper Product operation and performance and meet GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

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

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

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

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

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

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

4.6. Acceptance.

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

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

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

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

4.8. Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

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

5. Security Interest and Payment.

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

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

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

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

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

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

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

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

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

Uptime is calculated as follows:

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

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

8. 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.

9. General Terms.

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

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

9.3. Force Majeure. For non-monetary obligations, performance time will be reasonably extended for delays beyond a party's control.

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

9.5. Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive its end will continue in full effect after its end.

10. Compliance.

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

10.2. Security. Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

10.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.

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

10.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product

purchase, the date of Product delivery; (b) if with a Services purchase, the start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period (other than because of GE Healthcare's fault), training expires without refund.

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

10.7. Connectivity. If a Product has remote access capability, Customer must provide GE Healthcare with, and maintain, remote access to the Product by a GE Healthcare-validated connection to permit GE Healthcare to perform Services. If remote access is not provided, GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. The remote connection and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

10.8. Use of Data.

10.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

10.8.2. Data Rights. GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("Source Data") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.

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

10.10. Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

10.11. 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.

11. Disputes, Liability and Indemnity.

11.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

11.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11.3. Exclusion of Damages. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11.4. IP Indemnification. GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

11.5. General Indemnification. GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer's fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer's fault or (ii) any Product modification not authorized in writing by GE Healthcare.

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

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

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

GE Healthcare Warranty Statement

1. Warranty.

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

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

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

1.4. Used Equipment. Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is not warranted by GE Healthcare.

1.5. Accessories and Supplies. Warranties for accessories and supplies are in GE Healthcare's catalog and at www.gehealthcare.com.

1.6. Third Party Product. Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

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

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

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

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

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

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY
Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components)
Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.
Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs
MX150 Vascular and Performix 160A (MX160) Tubes: 3 years
X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months
X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for $30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to OEM guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.
Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.
GE OEC New or Exchange Service/Maintenance Parts: 3 months
GE OEC Refurbished C-Arms: 1 year after installation
HealthNet Lan, Advantage Review — Remote Products: 3 months
Vivid T8: 3 years, includes TEE probes purchased with the Vivid T8
Vivid i, Vivid e, Vivid q, Vivid iq and Voluson i: Warranty includes (i) repair at GE Healthcare facilities, (ii) 3 business day turnaround repair for Products shipped via overnight delivery (where available), measured from shipment date (GE Healthcare is not responsible for delays in overnight shipment), (iii) 72-hour loaner unit or probe replacement service via Fed Ex, and (iv) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling with a maximum of 2 replacement systems during warranty.
LOGIQ e, Venue, Vivid iq and related transducers and peripherals purchased with them: 5 years (3 years for Vivid iq), except the following have a 1 year warranty:

Transducers: 6Tc-RS, i739-RS, t739-RS, and i12L
Carts: Venue Docking Cart, LOGIQ e Isolation Cart and Tall Docking Carts
Other Accessories: Venue & LOGIQ e batteries (internal & external), TEE cleaning & storage system and printers

Warranty includes: (i) repair at a GE Healthcare Service Depot, (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays, and (iii) a loaner Product when available (shipping charges included).
Vscan: 3 years, except Vscan Version 1.1 Demonstration systems, which are warranted for 1 year. Warranty includes: (i) repair at a GE Healthcare Service Depot; (ii) repair within 5 days after receipt of the Vscan, excluding GE Healthcare holidays (GE Healthcare is not responsible for delays in shipment); and (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays.
Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.
Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and Vsan batteries, which are warranted for 1 year
CARESCAPE Monitors B450, B650 and B850: 3 years parts, 1 year labor (excluding displays, which are standard)
B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)
MAC 800, 1200, 1600, 2000 and 3500: 3 years
CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years
Exergen: 4 years
Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed: 7 year parts warranty on heater cal rod
Microenvironment and Phototherapy consumable components: 1 month
Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor
Corometrics® Nautilus Transducers: 2 years
Lullaby Phototherapy System: 3 years on lamp assembly
Oximeters: 3 years from installation, or 39 months from date of GE Healthcare invoice, whichever occurs first
Anesthesia Monitor Mounting Solutions: If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product
Tec 7 Vaporizers: 3 years
Tec 6 Plus Vaporizers: 2 years

Ultrasound Quote

See Attached

GE Healthcare

Date:	05-17-2018
Quote #:	PR6-C113392
Version #:	3
Q-Exp-Date:	08-15-2018

Issued By:
GE Medical Systems Ultrasound &
Primary Care Diagnostics, LLC
FEIN: 92-0192942

Customer Address:
Premier Radiology
28 White Bridge Rd Ste 111
Nashville TN 37205-1466

Attention:
Mr. Michael Moreland
28 White Bridge Rd Ste 111 Nashville
TN 37205-1466

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

1) This Quotation that identifies the Product offerings purchased or licensed by Customer;

2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions. In the event of conflict among the foregoing items, the order of precedence is as listed above.

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

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

Governing Agreement:	None: Standard GEHC Quote Terms Apply
Customer Number:	1-25NM89
Terms of Delivery:	FOB Destination
Billing Terms:	100% billing at delivery
Payment Terms:	30 DAYS NET
Total Quote Net Selling Price:	$73,000.00
Sales And Use Tax Status:	No Exemption Certificate on File

** The following ship to states do not impose a sales/use tax (AK, DE, MT, NH, OR). No exemption certificate required.

INDICATE FORM OF PAYMENT:

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

____Cash/Third Party Loan/Check ____GE HEF Loan

____GE HEF Lease ____Third Party Lease(please identify financing company) _____

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

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

CUSTOMER

_____ _____
Authorized Customer Signature Date

_____ _____
Print Name Print Title

_____
Purchase Order Number (if applicable)

GE HEALTHCARE
Dionte Madden 05-17-2018

Signature Date

Sales Specialist - GI Ultrasound

Email: dionte.madden@ge.com
Office: +1 262 364 4130

GE Healthcare Confidential & Proprietary

GE Healthcare

Date:	05-17-2018
Quote #:	PR6-C113392
Version #:	3
Q-Exp-Date:	08-15-2018

Total Quote Selling Price	**$73,000.00**
Trade-In and Other Credits	$0.00

Total Quote Net Selling Price	**$73,000.00**

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:
Dionte Madden
Office: +1 262 364 4130
Email: dionte.madden@ge.com

Payment Instructions

Please **Remit** Payment for invoices associated with this quotation to:
GE Medical Systems
Ultrasound Primary Care Diagnostics, LLC
75 Remittance Drive, Suite #1080
Chicago, IL 60675-1080

To Accept This Quotation

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

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.
Signature page on quote filled out with signature and P.O. number.
**********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 the applicable quote/agreement number with the reference on the purchase order.
In addition, source of funds (choice of: Cash/Third Party Loan or GE HEF Lease or GE HEF Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

GE Healthcare Confidential & Proprietary

GE Healthcare

Date:	05-17-2018
Quote #:	PR6-C113392
Version #:	3
Q-Exp-Date:	08-15-2018

Item No.	QTY	CATALOG	DESCRIPTION	Ext Sell Price
	1		**GoldSeal Logiq E9 R5 XD Clear REFURB**	
1	1	L4914ZP	GoldSeal Logiq E9 R5 XD Clear A certified pre-owned or previously used system that is refurbished or remanufactured, the GoldSeal LOGIQ* E9 with XD Clear provides innovative GE technology to help enhance diagnostic confidence and workflow efficiency every day in a variety of challenging exams. GoldSeal Offering includes: Factory B Flow Advanced Probe Support Compare Assist DICOM 1 year warranty and 3 days applications support Innovative features: Agile Acoustic Architecture with flexible clinically based mathematical models of the body for enhanced image quality. Also included: CrossXBeam* (spatial compounding), SRI HD (Speckle Reduction Imaging in High Definition) with Organ Specific Imaging, and Coded Harmonics. Productivity can be enhanced through many features such as Raw Data for post-processing of images, Automatic Optimization, Virtual Convex, and Advanced 3D (w/ multiplanar displays). Advanced ergonomics include 19 inch color flat panel monitor (1280x1024) with articulating arm, motorized adjustable console, 10.4 inch color LCD touch screen, and four active transducer ports with patented cable hook. Scanning modes include B-Mode, M-Mode, Color Flow, Pulsed Wave, and Power Doppler. Other system features include: Windows** Embedded Standard 7 operating platform, 776 MB cine memory, 500GB internal hard drive, DVD-R, image archive, built-in gel warmer, user footrest, integrated on-board black and white printer bay, and user programmable model parameters. Includes comprehensive software annotation, calculations, and worksheets supporting obstetrical, gynecological, vascular and general imaging applications.	$52,279.78

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			Includes a DICOM*** software package providing Verify, Print, Store, Multiframe, Modality Worklist, MPPS (Modality Performed Procedure Step), Storage Commitment, Media Exchange and Enhanced US Volume Storage. Additionally, supports Query/Retrieve and Structured Reporting. Does not include network hardware, which may be required. Includes initial installation and connection to customer network. Includes one-year warranty and three days of On-site Applications Training. Training must be completed within six (6) months after Product delivery, otherwise GE Healthcare's obligation to provide the training will expire without refund. Additional On-site Applications Training days are available for purchase. Participating in advanced technology training at the GE Healthcare Education Center in Metro Milwaukee can be purchased separately. Customer workflow permitting and abiding by SDMS criteria, sonographer install CE's may be provided during install training. *Trademark of General Electric Company. **Third party trademarks are the property of their respective owners. *** DICOM is the registered trademark of the National Electrical Manufacturers Association for its standard publications relating to digital communications of medical information.	
2	1	H45551NH	M5S-D Matrix Phased Array Probe Wideband Matrix Phased Array Probe. Applications vary depending on the ultrasound system and may include Cardiac, Pediatric, Abdomen, Fetal Heart, Transcranial, Coronary, Stress Echo, and LVO Contrast. Datasheets for specific ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications.	$2,701.12
3	1	H40442LM	9L-D Linear Array Probe Wideband Linear Array Probe. Applications vary depending on the ultrasound system and may include Vascular, Small Parts, Pediatric, and Abdominal. Datasheets for specific ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications..	$2,439.72

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4	1	H40452LG	ML6-15-D Matrix Linear Array Probe Wideband Matrix Linear Array Probe. Applications vary depending on the ultrasound system and may include Small Parts, Vascular, Pediatrics, Neonatal, Breast, Thyroid, and Scrotal. Datasheets for specific ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications.	$3,136.79
5	1	H40452LE	C1-5-D Convex Array Probe Wideband Convex Array Probe. Applications vary depending on the ultrasound system and may include abdominal, OB/GYN, Urology, and Vascular. Datasheets for specific ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications.	$3,136.79
6	1	H40442LK	IC5-9-D Microconvex Array Probe Wideband Microconvex Intercavity Array Probe. Applications vary depending on the ultrasound system and may include OB/GYN and Urology . Datasheets for specific ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications.	$2,091.19
7	1	H4908SA	Scan Assistant Procedure automation program that intuitively assists the user with customizable system functions at each step of the study to streamline productivity, enhance consistency and reduce keystrokes. Scan Assistant automatically invokes exam imaging modes and parameters, advances to the next step in an exam, annotates the image, initiates measurements, and assigns the measurements to the worksheet/report. Offline Scan Assistant creator included to customize Scan Assistant programs.	$3,485.32
8	1	H4913WL	LOGIQ E9 Wireless version 2 Integrated wireless capability allows for wireless DICOM transfer within a 802.11a/b/g/n wireless network - includes support for Enterprise authentication.	$243.97
9	1	H4911CE	LOGIQ E9 Cardiac Package	$3,485.32

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			LOGIQ E9 cardiac package includes the following: CW capability, physio input panel for ECG, ECG cable with long leads and clips, Tissue Velocity Imaging (TVI) to measure the myocardial velocities longitudinally, evaluating systolic and diastolic function, Tissue Velocity Doppler (TVD) to measure segmental displacement of the myocardium longitudinally, and Q-analysis to plot the velocity information of discrete points for graphical analysis. For BT2011 and later systems. This Package includes an extra (1) day of On-site Applications Training. Additional On-site Applications Training days are available for purchase.	

Quote Summary:

Total List Price:	**$418,900.00**
Total Discount (82.57%)	**($345,900.00)**
Total Extended Selling Price:	**$73,000.00**
Total Quote Net Selling Price	**$73,000.00**

(Quoted prices do not reflect state and local taxes if applicable.)

GE Healthcare Confidential & Proprietary

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

2. Term and Termination. Services and/or Software licenses will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. Software License. Other than as identified in the Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only. Customer's employees, agents and independent contractors may use the Software, but Customer is responsible for their acts. Customer-controlled entities may use the Software, but these entities will agree to these terms and pay additional license fees. Independent contractors that supply products comparable to the Software cannot be provided access to the Software unless GE Healthcare has provided its prior written consent. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE Healthcare provides Third Party Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

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

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

4. Commercial Logistics.

4.1. Order Cancellation and Modifications.

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

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

4.2. Site Preparation. Customer must, at its expense, prepare the site and network where the Product will be installed, ensuring that its site and network are adequate for proper Product operation and performance and meet GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

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

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

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

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

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

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

4.5. Acceptance.

4.5.1. 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.

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

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

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

4.7. Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

4.8. Audit. GE Healthcare may audit Customer's use of Software and Healthcare IT Products to verify Customer's compliance with this Agreement. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license or use of the Healthcare IT Product.

5. Security Interest and Payment.

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

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

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

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

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

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

7. ViewPoint Software Maintenance. GE Healthcare will maintain, support and update the ViewPoint Software licensed by Customer ("ViewPoint Software") and HIS interface software installed in the United States.

7.1. Term. The Software Maintenance Agreement ("SMA") term and start date is identified in the Quotation and its related Schedule A. Either party may terminate the SMA without cause after the first anniversary by providing at least 90 days' prior written notice to the other party. SMA payments are due within 30 days after receipt of GE Healthcare's invoice.

7.2. Software Support and Maintenance. GE Healthcare will use reasonable efforts to correct 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 the SMA. New functionality must be purchased separately.

7.3. Continuing Support. Customer must remain within 2 Updates of the most current ViewPoint Software version at all times during the SMA term (including at the start of the SMA term) to receive support for the ViewPoint Software.

7.4. SMA Definitions. "Error" means any ViewPoint Software-related problem that: (i) materially interferes with Customer's use of the ViewPoint Software; and (ii) results from a failure of the ViewPoint Software to materially conform to the Documentation. "Error Correction" means: (a) modification of the ViewPoint Software that corrects an Error by bringing the ViewPoint Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. "Update" means a change that provides Error Corrections and/or enhances functionality of the ViewPoint Software version licensed by Customer on the start of the SMA. 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 ViewPoint Software.

7.6. Hotline Support. GE Healthcare will provide phone and email support from 8am to 8pm Eastern Time, Monday–Friday, excluding GE Healthcare holidays, for problem solving, Error resolution and general help.

7.7. Remote Access Support. GE Healthcare may access ViewPoint Software remotely via Customer's network and GE Healthcare-supplied secure tunnelling software to monitor ViewPoint 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.

7.8. Warranty. GE Healthcare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Services as long as Customer provides prompt written notice to GE Healthcare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY.

7.9. Exclusions. GE Healthcare has no obligation to Customer for Services for: (i) use of the ViewPoint Software 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 ViewPoint Software, 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 non-ViewPoint Software applications and systems; (vii) failure to use or install, or permit GE Healthcare to use or install, Error Corrections or Updates; (viii) defects in products or services not made and provided by GE Healthcare; (ix) any cause external to the ViewPoint Software, due to cyber-attacks or beyond GE Healthcare's control; (x) failure of Customer's network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with ViewPoint Software; and (xiv) migration of ViewPoint Software to different hardware or operating systems. Services beyond this SMA are subject to standard billing.

8. General Terms.

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

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

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

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

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

9. Compliance.

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

9.2. Security. Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

9.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.

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

9.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product purchase, the date of Product delivery; (b) if with a Services purchase, the start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period (other than because of GE Healthcare's fault), training expires without refund.

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

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

9.8. Use of Data.

9.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

9.8.2. Data Rights. GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("Source Data") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.

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

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

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

10. Disputes, Liability and Indemnity.

10.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

10.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10.3. Exclusion of Damages. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10.4. IP Indemnification. GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

10.5. General Indemnification. GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer's fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer's fault or (ii) any Product modification not authorized in writing by GE Healthcare.

Customer will indemnify and hold GE Healthcare harmless from third party damages that GE Healthcare becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by Customer's: (a) medical diagnosis or

treatment decisions; (b) misuse or negligent use of the Product; and/or (c) use of the Product in a manner or environment, or for any purpose, for which GE Healthcare did not design it, or in violation of GE Healthcare's recommendations or instructions.

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

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

GE Healthcare Warranty Statement

1. Warranty.

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

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

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

1.4. Used Equipment. Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is not warranted by GE Healthcare.

1.5. Accessories and Supplies. Warranties for accessories and supplies are in GE Healthcare's catalog and at www.gehealthcare.com.

1.6. Third Party Product. Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

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

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

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

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

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

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY
Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components)
Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

GE Healthcare Confidential & Proprietary

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.
Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs
MX150 Vascular and Performix 160A (MX160) Tubes: 3 years
X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months
X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for $30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to OEM guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.
Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.
GE OEC New or Exchange Service/Maintenance Parts: 3 months
GE OEC Refurbished C-Arms: 1 year after installation
HealthNet Lan, Advantage Review — Remote Products: 3 months
Vivid T8: 3 years, includes TEE probes purchased with the Vivid T8
Vivid i, Vivid e, Vivid q, Vivid iq and Voluson i: Warranty includes (i) repair at GE Healthcare facilities, (ii) 3 business day turnaround repair for Products shipped via overnight delivery (where available), measured from shipment date (GE Healthcare is not responsible for delays in overnight shipment), (iii) 72-hour loaner unit or probe replacement service via Fed Ex, and (iv) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling with a maximum of 2 replacement systems during warranty.
LOGIQ e, Venue, Vivid iq and related transducers and peripherals purchased with them: 5 years (3 years for Vivid iq), except the following have a 1 year warranty:

Transducers: 6Tc-RS, i739-RS, t739-RS, and i12L
Carts: Venue Docking Cart, LOGIQ e Isolation Cart and Tall Docking Carts
Other Accessories: Venue & LOGIQ e batteries (internal & external), TEE cleaning & storage system and printers

Warranty includes: (i) repair at a GE Healthcare Service Depot, (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays, and (iii) a loaner Product when available (shipping charges included).
Vscan: 3 years, except Vscan Version 1.1 Demonstration systems, which are warranted for 1 year. Warranty includes: (i) repair at a GE Healthcare Service Depot; (ii) repair within 5 days after receipt of the Vscan, excluding GE Healthcare holidays (GE Healthcare is not responsible for delays in shipment); and (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays.
Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.
Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and Vsan batteries, which are warranted for 1 year
CARESCAPE Monitors B450, B650 and B850: 3 years parts, 1 year labor (excluding displays, which are standard)
B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)
MAC 800, 1200, 1600, 2000 and 3500: 3 years
CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years
Exergen: 4 years
Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed: 7 year parts warranty on heater cal rod
Microenvironment and Phototherapy consumable components: 1 month
Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor
Corometrics® Nautilus Transducers: 2 years
Lullaby Phototherapy System: 3 years on lamp assembly
Oximeters: 3 years from installation, or 39 months from date of GE Healthcare invoice, whichever occurs first
Anesthesia Monitor Mounting Solutions: If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product
Tec 7 Vaporizers: 3 years
Tec 6 Plus Vaporizers: 2 years

X-Ray Order

See Attached

Mark Gaw

Subject: FW: New Order Notification #4490931 - PREMIER RADIOLOGY - XRAY

*********This is a system-generated message. Please do not Reply/ Reply All.*********

Order Number: 4490931

Primary Rep :	Gary Young	**New/Existing Customer :**	Existing
Employee Number :	501862424	**Secondary Rep :**	Allison Benna
Sales Area :	Tennessee Sales	**Install Specialist :**	Celender, Michael L
Trade/In Included :	No	**Site FE :**	Harvey, Robert E
		Primary Apps :	

	Sold/Bill To	**Ship To**
Customer Name :	PREMIER RADIOLOGY	
Address1 :	GE HFS, LLC	PREMIER RADIOLOGY
Address2 :	GE HEALTHCARE FINANCIAL SRVCS	28 WHITE BRIDGE ROAD
Address3 :	20225 WATERTOWER BLVD STE 300	28 WHITE BRIDGE RD STE 111
City :	BROOKFIELD	NASHVILLE
State/Province :	WI	TN
Zip-Code :	53045	37205-1466
Country :	US	US
	Delivery Contact	**Training Contact**
Name :	Michael moreland	Michael moreland
Phone :	615-356-5514	615-356-5514
Email :		
National Regional Account :		

Item Number	Description	Quantity	List Price (USD)	Discount	Selling Price (USD)
S3923JA	Brivo XR385 50kW System with Wallstand	1	185000.00	58.93	75973.82
S39212RG	130cm Portable Detector Clip-on Grid	1	5000.00	58.93	2053.34
S39232JR	Lateral Tabletop Detector Holder	1	2200.00	58.93	903.47
S39232JH	AUTO-PROTOCOL RECOGNITION	1	6500.00	58.93	2669.35

Total List Price = 198700.00
Total Selling Price = 81599.98

Payment Information

Purchase Order Number:
Signed Quote Number = PR6-C86919 v1
DownPayment Amount =
Payment Terms = Due ON Receipt-30 Days
Billing Terms = 80, Leases GE Capital (Finance)
Special Terms = Yes
Shipping Terms = DESTINATION
Lease Buy Back Info:

Dates

Customer Order Date:
CRD 03/13/2018

Comments

**** Allison D Benna Submitted the Quote.**** Brianna Schmidt Approved the Quote. ****

Trade In Information

Item Number	Description	Disposition	System ID	Potential Buyer

Site Information:

Configuration Name	De-Install required	Loading Prcedure	GEMS Networking Installation required	Site has persistent connection	Internet connection type
Brivo XR385 - Antioch	Not Specified	GROUND	Not Specified	Not Specified	Not Specified

Miscellaneous Information:

Configuration Name	Model Name	Packaging Instructions	Shipping Instructions
Brivo XR385 - Antioch	BRIVO XR385	Not Specified	Not Specified

DICOM IT Information

DICOM IT Installation Required:
Name:
Phone:
Email:

Please Note that this mail is sent from Boomi Server - usmkepisaas31.

Attachment Section B

Tab 11, Need, A, Magnetic Resonance Imaging, 7.g: Hospital Transfer Agreement

Tab 12, Need, A, Magnetic Resonance Imaging, 7.g: Radiologist Curricula Vitae

Tab 13, Need, C: Service Area Map

Tab 14, Need, D(1)(b): Population Table Form

Tab 15, Need, D(2): Financial Assistance and Non-Discrimination Policies

Tab 16, Economic Feasibility, A(5): Construction Costs Verification Letter

Tab 17, Economic Feasibility, B(5): Verification of Funding

Tab 18, Economic Feasibility, F(1): Audited Financial Statements

Tab 19, Contribution to Orderly Development, A: Managed Care Contracts

Tab 20, Contribution to Orderly Development, D(1)A: Accreditation

Tab 21, Contribution to Orderly Development, D(1)B: License

Tab 22, Contribution to Orderly Development, D(2): Deficiencies/Inspection Report

Tab 11

Section B
Need, A,
Magnetic Resonance Imaging, 7.g

Hospital Transfer Agreement

PATIENT TRANSFER AGREEMENT

THIS PATIENT TRANSFER AGREEMENT (this "Agreement") is made as of ***April 1, 2011***, by and between SAINT THOMAS HEALTH SERVICES ("STHS"), a not-for-profit Tennessee corporation, and MIDDLE TENNESSEE IMAGING, LLC ("Transferor").

RECITALS:

A. Transferor, and its subsidiaries, operates a number of health care entities located in Middle Tennessee ("Facilities" or singularly, a "Facility").

B. STHS is a health system which includes four hospital campuses serving the Middle Tennessee area: Baptist Hospital, St. Thomas Hospital, Middle Tennessee Medical Center, and Hickman Community Hospital.

C. The parties desire to assure a continuity of care and appropriate medical treatment for the needs of each patient in their respective facilities, and have determined that, in the interest of patient care, the parties should enter into an agreement to provide for the transfer of patients from certain of Transferor's facilities to STHS hospitals on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Term and Termination.

(a) The Agreement shall have a two (2) year term commencing on **April 1, 2011** (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for up to three additional one-year renewal terms ("Renewal Term") unless either party provides written notice of its intent not to renew to the other party at least sixty (60) days prior to the end of the then current term (the Initial Term and any Renewal Terms are collectively referred to herein as the "Term").

(b) This Agreement may be terminated by either party:

(i) upon ninety (90) days prior written notice to the other party, or

(ii) immediately should the other party fail to maintain the licenses, certifications or accreditations, including Medicare certification, required to operate its facility as it is currently being operated.

2. Transfer.

(a) Transferor's Facilities to which this Agreement is applicable, and those STHS hospitals to which Transferor's patients may be transferred (the "Hospital" or "Hospitals"), are set forth on Exhibit A which is attached hereto and incorporated herein by this reference.

(b) Upon such time that a patient's physician determines that the patient needs to be transferred from a Transferor Facility to a Hospital pursuant to Transferor's physician's order, Hospital agrees to admit the patient as promptly as possible and provide healthcare services as necessary, provided all conditions of eligibility are met. Transferor agrees to send the following with each patient at the time of transfer, or as soon thereafter as possible in emergency situations:

(i) an abstract of pertinent medical and other information necessary to continue the patient's treatment without interruption; and

(ii) essential identifying and administrative information.

(c) Transferor shall also perform the following:

(i) notify Hospital of the impending transfer;

(ii) receive confirmation that Hospital can accept the patient, and that a Hospital medical staff physician has done so;

(iii) obtain patient's consent to the transfer; and

(iv) arrange for the transportation of the patient, including mode of transportation and the provision of one or more health care practitioners as necessary.

3. Relationship of the Parties.

(a) Nothing in this Agreement shall in any way affect the autonomy of either party. Each party shall have exclusive control of its management, assets and affairs. Neither party assumes any liability for the debts or obligations of the other party.

(b) Neither party shall be responsible, financially or otherwise, for the care and treatment of any patient while that patient is admitted to, or is under the care of, the other party's facility.

(c) Each party may contract or affiliate with other facilities during the term of this Agreement.

4. EMTALA. The parties agree that any patient transfers made pursuant to this Agreement shall be in compliance with 42 U.S.C. § 1395dd, et seq. and any amendments thereto ("EMTALA"), EMTALA's implementing regulations, such other requirements as may be imposed by the Secretary of Health and Human Services, and any other applicable Federal or State patient transfer laws.

5. Indemnification. Transferor agrees to indemnify, defend and hold STHS, its officers, trustees, employees and agents harmless, to the extent permitted by applicable law, from or against any loss, injury, damage or liability incurred by reason of any act or failure to act by

Transferor, its officers, employees or agents in connection with the performance of this Agreement.

STHS agrees to indemnify, defend and hold Transferor, its officers, employees and agents harmless, to the extent permitted by applicable law, from or against any loss, injury, damages or liability incurred by reason of any act or failure to act by STHS, its officers, trustees, employees and agents in connection with the performance of this Agreement.

6. Compliance. In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Section 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and 1975 and the Americans with Disabilities Act of 1990, and Title VI of the Civil Rights Act of 1964 each party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service, AIDS and AIDS related conditions in its administration of its policies, including admissions policies, employment, or program activities.

7. Record Availability. Transferor agrees that, until the expiration of four (4) years after the furnishing of any goods and services pursuant to this Agreement, it will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of Transferor that are necessary to certify the nature and extent of the costs incurred by STHS in purchasing such goods and services. If Transferor carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars ($10,000) or more over a twelve-month period, Transferor will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any good or service pursuant to said contract, the related organization will make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of costs incurred by Transferor for such goods or services. Transferor shall give STHS notice immediately upon receipt of any request from the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives for disclosure of such information.

Transferor agrees to indemnify, defend and hold STHS harmless from and against any loss, liability, judgment, penalty, fine, damages (including punitive and/or compounded damages), costs (including reasonable attorneys' fees and expenses) suffered or incurred by STHS as a result of, in connection with, or arising from Transferor 's failure to comply with this Section 7.

8. Exclusion from Federal Health Care Programs. Transferor represents and warrants that it has not been nor is it about to be excluded from participation in any Federal Healthcare Program. Transferor agrees to notify STHS within one (1) business day of Transferor's receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of Transferor or any Transferor-owned subsidiary on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration's Lists

of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals and entities shall constitute "exclusion" for purposes of this paragraph. In the event that Transferor is excluded from any Federal Healthcare Program, this Agreement shall immediately terminate. For the purposes of this paragraph, the term "Federal Healthcare Program" means the Medicare program, the Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children's Health Insurance program, or any similar program. Further, Transferor agrees to indemnify and hold STHS harmless from and against any loss, liability, judgment, penalty, fine, damages (including punitive and/or compounded damages), costs (including reasonable attorneys' fees and expenses) incurred by STHS as a result of Transferor's failure to notify STHS of its exclusion from any Federal Healthcare Program.

9. Corporate Compliance. STHS has in place a Corporate Responsibility Plan, which has as its goal to ensure that STHS complies with federal, state and local laws and regulations. The plan focuses on risk management, the promotion of good corporate citizenship, including a commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Transferor acknowledges STHS' commitment to corporate responsibility. Transferor agrees to conduct its business transactions with STHS in accordance with the principles of good corporate citizenship and a high standard of ethical and legal business practices.

10. Miscellaneous.

(a) The parties agree to provide each other with information regarding the resources each has available and the type of patients or health conditions that each is able to accept.

(b) Neither party shall use the name of the other in any promotional or advertising material unless the other party has been given the opportunity to review the material and prior written approval for the material and its use has been obtained.

(c) This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

(d) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(e) This Agreement shall be governed by and construed and enforced in accordance with the laws and in the courts of the State of Tennessee.

(f) STHS may assign this Agreement, without the consent of Transferor, to an entity that directly or indirectly controls, is controlled by, or is under common control with,

STHS. For the purposes of this paragraph, the terms "control" means, with respect to a person, the authority, directly or indirectly, to (i) act as controlling member, shareholder or partner or such person, (ii) appoint, elect or approve at least a majority of the individual members, shareholders or partners of such person, or (iii) appoint, elect or approve at least a majority of the governing body of such person. Except as set forth above, neither party may assign this Agreement or any obligation hereunder without first obtaining the written consent of the other party. Any attempted delegation or assigning in violation of this paragraph shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, administrators, successors and permitted assigns. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this paragraph.

(g) In the event that any legal action or other proceedings, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute of breach, the prevailing party shall be awarded its costs of suit and reasonable attorney's fees.

(h) All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice to the other parties):

If to STHS:	Saint Thomas Health Services 102 Woodmont Boulevard, Suite 700 Nashville, Tennessee 37205 Attn: Chief Administrative Officer
With a copy to:	Saint Thomas Health Services 102 Woodmont Blvd., Suite 700 Nashville, TN 37205 Attn: Contract Administrator
If to Transferor:	Middle Tennessee Imaging 102 Woodmont Boulevard, Suite 700 Nashville, Tennessee 37205 Attn: Chief Executive Officer

(i) The headings of the various sections of this Agreement are inserted merely for convenience and do not expressly or by implication limit, define or extend the specific terms of the sections so designated. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

(j) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

(Signature page to follow.)

IN WITNESS WHEREOF, the parties have executed this Patient Transfer Agreement as of the date first above written.

STHS:

SAINT THOMAS HEALTH SERVICES

By: _____
Name: Aaron Strauss
Title: C.F.O.

TRANSFEROR:

MIDDLE TENNESSEE IMAGING, LLC

By: _____, MD
Name: Chad L. Calendine, MD
Title: President

EXHIBIT A

FACILITIES	RECEIVING HOSPITAL
BioImaging Charlotte/Premier Radiology 1800 Charlotte Avenue Nashville, Tennessee 37203	Baptist Hospital
BioImaging Cool Springs/Premier Radiology 3310 Aspen Grove Drive, Suite 101 Franklin, Tennessee 37067	St. Thomas Hospital
BioImaging Edmondson Pike/Premier Radiology 4928 Edmondson Pike, Suite 204 Nashville, Tennessee 37211	St. Thomas Hospital
Premier Radiology Nashville 28 White Bridge Pike, Suite 111 Nashville, Tennessee 37205	St. Thomas Hospital
Premier Radiology Hermitage 5045 Old Hickory Boulevard, Suite 100 Hermitage, Tennessee 37076	Baptist Hospital
Middle Tennessee Imaging 741 President Place, Suite 100 Smyrna, Tennessee 37167	Middle Tennessee Medical Center
Murfreesboro Diagnostic Imaging 1020 Highland Avenue, Suite A Murfreesboro, Tennessee 37130	Middle Tennessee Medical Center

AMENDMENT TO THE PATIENT TRANSFER AGREEMENT

THIS AMENDMENT TO PATIENT TRANSFER AGREEMENT ("Amendment") is made as of December 18, 2014, by and between SAINT THOMAS HEALTH ("STH"), a not-for- profit Tennessee corporation, and MIDDLE TENNESSEE IMAGING, LLC ("Transferor").

WITNESSETH:

WHEREAS, the parties entered into that certain Patient Transfer Agreement that commenced on April 1, 2011 (the "Agreement"); and

WHEREAS, the parties have decided to execute an Amendment to the Agreement to subject the Agreement to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Exhibit A. Exhibit A to the Agreement is hereby amended by adding the following Facility and corresponding Receiving Hospital:

FACILITIES:	**RECEIVING HOSPITAL:**
Premier Radiology Clarksville 980 Professional Park Dr., STE E Clarksville, TN 37040	St. Thomas Midtown Hospital

2. Reaffirmation. Any and all provisions not amended herein shall remain in full force and effect.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have set their hands as of the date first set forth above.

STHS:

SAINT THOMAS HEALTH

By: _____
Name: Barbie Sherry
Title: CEO

TRANSFEROR:

MIDDLE TENNESSEE IMAGING, LLC

By: _____
Name: Chad Calendine
Title: CEO

Tab 12

Section B
Need, A,
Magnetic Resonance Imaging, 7.g

Radiologist Curricula Vitae

Daniel J. Wunder, M.D.

ADDRESS: 110 Meadowpointe East
Hendersonville, TN 37075-5917

E-MAIL ADDRESS: dwunder@comcast.net

TELEPHONE: Home (615) 822-0302 / Cell (615) 289-5280

BIRTHDATE: September 18, 1964

BIRTHPLACE: Wright-Patterson AFB, Fairborn, Ohio

EDUCATION:

High School	Mobridge High School Mobridge, South Dakota 57601
Undergraduate School	University of South Dakota 414 East Clark St. Vermillion, SD 57069 August 1982 - May 1986 Degree: B.S. - Chemistry, University Scholar
Medical School	University of South Dakota School of Medicine 414 East Clark St. Vermillion, SD 57069 August 1986 - May 1990 Degree: M.D.
Honors	Phi Eta Sigma, Phi Beta Kappa, University Scholar, Magna Cum Laude, Member of John Hopkins 1990 Medical Expedition to Nepal
Residency	Diagnostic Radiology University of Tennessee, Memphis 800 Madison Avenue Memphis, TN 38163 July 1990 - June 1994 Chief Resident 1993 - 1994
Fellowship	Vascular Interventional Radiology University of Tennessee, Memphis 800 Madison Avenue Memphis, TN 38163 July 1994 - June 1995

BOARD CERTIFICATION:

Diplomate NBME - July 1991
Diplomate American Board of Radiology - June 1994
CAQ In Interventional Radiology - November 1996, Jan 2007

MEDICAL LICENSES:

Tennessee [MD22132] - December 1991 - Present
South Dakota [3632] - July 1994 – Present
Kentucky [35677] – June 2000 – Present
Alabama [SP.14] – October 2007-Present

SOCIETY MEMBERSHIPS:

Radiological Society of North America, 1990 - Present
American Roentgen Ray Society, 1990 - Present
A^3CR^2, 1993 – 1994
Society of Interventional Radiology, 1994 – Present
American College of Radiology, 1996 - Present
AMA Member 2006-Present
AHA Radiology Council Member, 1996 -2003
Radiology Business Managers Association, 1998 - 2007
Society of Radiologists In Ultrasound, 1999 -2004
Tennessee Radiological Society, 1996 – Present
CIRREF Contributor
IR 2000 Contributor
RSNA Research Contributor
AAPC 2002 -2004

APPOINTMENTS:

Clinical Instructor of Radiology
University of Tennessee, Memphis
Department of Radiology
July 1994 - June 1995

Visiting Professor of Radiology
University of Tennessee, Memphis
Department of Radiology
July 1995 – December 1996

Standards of Practice Committee
Society of Cardiovascular Interventional Radiology
July 1996 – July 2002

Medical Director, Department of Radiology
Methodist Healthcare – McNairy Hospital
December 1, 1997 – November 1, 1999

Medical Directory, Interventional Radiology Section
Northcrest Medical Center-Springfield TN
August 1, 2000 – March 30, 2002

Credentials Committee
Skyline Medical Center
Nashville, TN
Aug 2001-March 2003, March 2005-Present

Endovascular Committee, Chairman
Summit Medical Center
May 2002-March 2004

Operating Room Committee
Skyline Medical Center
July 2002 - Present

Stroke Committee
Skyline Medical Center
May 2002-Present

NeuroScience Committee
Skyline Medical Center
November 2006 - Present

ADI Executive Committee
Secretary
Managing Board ADI, NOL & Phydata
Advanced Diagnostic Imaging PC
January 31, 2002 – Present

Distal Protection Carotid Stent Trial
Boston Scientific
Co Investigator
July 2002 – Jan 2004

Protocol Committee, Chair
ADI
July 1, 2002 – 2004

Education Director
ADI
July 1, 2002 - 2004

Department Chairman
Skyline Medical Center
Nashville, TN
March 2003-2005
Sept 2007-Present

Department Vice Chairman
Skyline Medical Center
Nashville, TN
March 2005-Sept 2007t

Hospital Liason
ADI
Feb 15, 2007- Present

CURRENT PRACTICE:

Advanced Diagnostic Imaging, PC
3024 Business Park Circle
PO Box 249
Goodlettsville, TN 37072-3132
January 31, 2000 - Present

Previous Employment:

Advanced Radiology, LLP
367 Hospital Blvd
P.O. Box 3310
Jackson, TN 38303-0310
October 1, 1996 – December 31, 1999

Mitchell Radiology Associates, P.C.
2200 N. Kimball
Suite 950
P.O. Box 1332
Mitchell, SD 57301
July 1, 1995 – August 31, 1996

PUBLICATIONS:

"Measurements within the Diffusion Layer Using a Microelectrode Probe." Engstrom, R.C., Weber, M., Wunder, D.J. Anal Chem. 1986(54), 844-8.

"Quality Improvement Guidelines for Central Venous Access." Standards of Practice Committee. JVIR. 1997(8)3, 475-9.

"Quality Improvement Guidelines for Percutaneous Transhepatic Cholangiography and Biliary Drainage." Standards of Practice Committee. JVIR. 1997(8)4, 677-80.

"Quality Improvement Guidelines for Percutaneous Transcatheter Embolization." Standards of Practice Committee. JVIR. 1997(8)5, 889-94.

"Quality Improvement Guidelines for Percutaneous Management of the Thrombosed or Dysfunctional Dialysis Access." Standards of Practice Committee. JVIR. 1999(10)4, 491-8.

Interventional Radiology Coding Reference – 2003-2004 Edition. David Zielske, MD, Daniel J Wunder, MD, Ruth E. Broek, MBA

ABSTRACTS PRESENTED:

Evaluation of Various Knee Prosthesis in an Orthopaedic Practice. Presented to the American Association of Bone and Joint Surgeons by H. Phil Gross, MD, spring 1988.

Carotid Injury - Evaluation with arteriography. Spectrum of Findings. Poster Board Presentation at RSNA 1995. Selected for future publication in Radiographics.

Selective High-Dose Intraarterial Cisplatin Infusion for Treatment of Stage III and IV SCCA Tumors of the Head and Neck with Concomitant Radiation Therapy. Presented at SCVIR, March 1996 by Pamela Flick, MD.

Preclinical and Clinical Evaluation of a Percutaneous Stainless Steel Greenfield Filter. Presented at SCVIR, March 1996 by K.J. Cho.

PRESENTATIONS:

1) CPT Coding Workshop, Presentation Health System, Feb 13, 1996, Mitchell, SD
2) Vascular Interventional Radiology, South Dakota State Radiologic Technologist Convention, May 4, 1996, Mitchell, SD.
3) ZHealth Coding Workshop, 2001 and 2002
4) Endovascular Repair of Abdominal Aortic Aneurysms – Grand Rounds, Skyline Medical Center March 2003
5) Radiofrequency Ablation of Liver Tumors – Grand Rounds, Skyline Medical Center August 19, 2003
6) Stereotactic breast biopsy – Skyline Medical Center Fall 2003
7) ABC's of Medical Imaging-Hendersonville Medical Center Spring 2004
8) Anatomy relevant to acute Stroke, Skyline Medical Center Fall 2005
9) TIPS, Skyline Medical Center Tenn Soc Gastrointestinal Nurses Assoc Sept 2006
10] CTA for the cardiologist Skyline Medical Center Jan 25, 2007
11) EVAR- Current status. TN Surgical Technologists and Assistants, Nashville, TN March 2, 2007
12) Anatomy relevant to acute Stroke, Skyline Medical Center, Nov 27, 2007
13] Stereotactic breast biopsy – Skyline Medical Center Madison Campus Fall 2007

RESEARCH:

Phase III Iodixanol Contrast Study, VAMC Memphis, TN, 1992.
Clinical Trials: Stainless Steel Over the Wire Greenfield Filter, Univ. of TN, Memphis, 1995.

Co Investigator Boston Scientific Distal Protection Carotid Stent Trail, Nashville TN 2002-2004

INTERESTS:

Flyfishing, hunting, landscaping, volleyball, rafting, tinkering and construction

REFERENCES:

James King, MD, ADI 3024 Business Park Circle, Goodlettsville, TN 37072
Mike Friday, MD, ADI 3024 Business Park Circle, Goodlettsville, TN 37072
Lee Lancaster, MD Suite 400 Skyline MOB, Nashville TN 37207

MEETINGS/CME:

RSNA, November 1989, Chicago, IL.
RSNA, November 1991, Chicago, IL. (12.25 Category 1 hours)
Radiology: Musculoskeletal and Abdominal MRI, Feb. 23-24, 1991, Memphis, TN.
Radiology: Mammography Update, Feb. 29 - Mar 1, 1992, Memphis, TN.
AFIP: July 7 - August 14, 1992, Washington, DC.
Neuro & Musculoskeletal MRI, Jan 10-15, 1993, Kona, Hawaii. (22.3 Category 1 hours)
Radiology: Update in CT & Nuclear Cardiology, Feb. 20-21, 1993, Memphis, TN.
Acuson Imaging Seminar, April 14, 1993, Memphis, TN (5.25 Category 1 hours)
13th Annual San Diego Radiology Review Course, April 18-23, 1993, San Diego, CA. (41 Category 1 hours)
Spring Interventional Radiology Course, April 24, 1993, San Diego, CA. (8 Category 1 hours) ,
American University Radiologists - A^3CR^2, May 19-23, 1993, Cincinnati, OH.
RSNA, November 1993, Chicago, IL.
Musculoskeletal MRI, Jan. 12-14, 1994, Naples, FL. (19.5 Category 1 hours)
American University Radiologists - A^3CR^2, May 4-7, 1994, Boston, MA. (19.5 Category 1 hours)
Memphis Radiology Meeting, May 27-30, 1994, Memphis, TN. (14.50 Category 1 hours)
Interventional Vascular Radiology Course, Nov. 18-19, 1995, Toronto, Ontario, Canada.
Society of Cardiovascular & Interventional Radiology, March 25-30, 1995, Ft. Lauderdale, FL. (37 Category 1 hours)
Society of Cardiovascular & Interventional Radiology, March 2-7, 1996, Seattle, WA. (35.5 Category 1 hours)
Mid South Symposium on Vascular Disease, April 26-27, 1996, Memphis, TN. (10.75 Category 1 hours)
Breast Imaging CME Video Program, April 16, 1996, Western Pennsylvania Hospital. (17 Category 1 hours)
SCVIR Syllabus Series, Oct. 1996 – Jan. 1997. (70 Category 1 hours)
ACR Managed Care Symposium, April 5-6, 1997, Chicago, IL. (8.5 Category 1 hours)
1997 General Risk Management Seminar, April 23, 1997 Jackson, TN (2 Category 1 hours)
Factors Affecting Thrombolysis, Discovery International, September 10, 1997. (2 Category 1 hours)
9th Annual Conference on Advanced Peripheral Techniques, September 17- 20, 1997. (21 Category 1 hours)
New Developments in Vasc. Diseases, Vol 1, #1, Chicago Pritzker SOM, September 22, 1997. (3 Category 1 hours)
Thrombolysis & PTA as Combination Therapy for Chronic Iliac Occlusion, Annenberg Center, October 10, 1997 (1 Category 1 hour)
Thrombolysis of Venous Catheters, Discovery International, December 8, 1997 (2 Category 1 hours)
1994 Duke Radiology Summer Postgraduate Course (video course viewed 1997) (20 Category 1 hours (2 of Mammography))
Cardiac Arrest Resuscitation Exercise, February 20, 1998 (8 Category 1 hours)
1998 General Risk Management Seminar, April 22, 1998 (2 Category 1 hours)
Local Cerebral Thrombolysis, Med Educational Resources Inc., June 26-28, 1998 (17.5 Category 1 hours)
MRI 1999, Harvard Medical School, February 15 – 19, 1999 (25 Category 1 hours)
1999 General Risk Management Seminar, April 28, 1999 (2 Category 1 hours)
New Developments in Central Venous Access, May 19, 1999 (3 Category 1 hours)
Comprehensive Breast Imaging CME Video Program, July 28, 1999 Western Pennsylvania Hospital (25 Category 1 hours)
Contemporary Diagnostic Radiology, August 25, 1999 Pennsylvania Hospital (3 Category 1 hours)
Contemporary Diagnostic Radiology, October 8, 1999 Pennsylvania Hospital (3 Category 1 hours)
Soc. Radiologists in US – 9th Annual Meeting, October 8-10, 1999 Chicago, IL (20.5 Category 1 hours)
Contemporary Diagnostic Radiology, December 10, 1999 Pennsylvania Hospital (3 Category 1 hours)
Contemporary Diagnostic Radiology, January 12, 2000 Pennsylvania Hospital (3 Category 1 hours)
Hiv Disease, February 28, 2000, Western Baptist Hospital, (2 Category 1 hours)
Next Generation Thrombolytics, Feb 29, 2000, Institute of CHE, Philadelphia (1 Category 1 hour)
Peripherial Arterial Occlusion, March 9 2000, U of Pittsburgh, (1 Category 1 hour)
Contemporary Diagnostic Radiology, March 31, 2000 Pennsylvania Hospital (3 Category 1 hours-2mammo,1US)
Contemporary Diagnostic Radiology, May 2, 2000 Pennsylvania Hospital (3 Category 1 hours)
New Directions Pharmacologic Management of PVOD, May 12, 2000, Institute of CHE, Philadelphia (1 Category 1 hour)
New Pharmacologic Therapies in Treatment of PVD, May 2000, Institute of CHE, Philadelphia, (0.5 Category 1 hour)
Contemporary Diagnostic Radiology, June 28, 2000 Pennsylvania Hospital (3 Category 1 hours)
SCVIR Syllabus Series (Thoracic, Visceral & GU Interventions), June 2000. (20 Category 1 hours)
Contemporary Diagnostic Radiology, July 21, 2000 Pennsylvania Hospital (3 Category 1 hours)
Contemporary Diagnostic Radiology, Aug 11, 2000 Pennsylvania Hospital (3 Category 1 hours)
Summit Tumor Conference Aug 12,2000 AMA (1 Category 1 hour)
Hands On Carotid Stent Meeting, Sept 7-10, 2000 Johns Hopkins (16.5 Category 1 hours)
Summit Tumor Conference Sept 27, 2000, AMA (1 Category 1 hour)
Risk Management Pointers, Oct 3, 2000 Pennsylvania Med Society (6 Category 1 hours)
SCVIR Syllabus Series Nonivasive Vasc Imaging, Oct 2000. (20 Category 1 hours)
Contemporary Diagnostic Radiology, Oct 27, 2000 Pennsylvania Hospital (3 Category 1 hours)
SCVIR Catheter Directed Thrombolysis and Cath Clearance, Oct 2000, (1 Category 1 hour)
Contemporary Diagnostic Radiology, Nov 15, 2000 Pennsylvania Hospital (3 Category 1 hours)
Contemporary Diagnostic Radiology, Dec 22, 2000 Pennsylvania Hospital (3 Category 1 hours)
SCVIR Cybersession Antiplatelet Therapy, Nov 2000 (1.5 Category 1 hours)
2001 Radiology Coding Alert: CCI Edits, CPT, ICD-9, HCPCS and RVU's (1 hour CEU credit)
SCVIR Cybersession Coding and Billing, Jan 2001(4.5 Category 1 hours)
Medlearn 2001 Interventional Coding Meeting , Jan 18-19, 2001(16 CEU Credits)
SCVIR Annual Meeting Mar 3-7, 2001 (19.5 Category 1 hours)
Right Ventricular Dysfunction ACR CME, Mar 8, 2001 (2 Category 1 hours)
Baptist Stereotactic Breast Biopsy, April 20, 2001 Nashville (6 Category 1 hours)

ACR Knowledge Challenge, June 2, 2001 Hip Dysplasia (2 Category 1 hours)
ACR Knowledge Challenge, July 30, 2001 Pet Imaging (2 Category 1 hours)
ACR Knowledge Challenge, Sept 28, 2001 Malpractice Issues (2 Category 1 hours)
Optimize Pay-Up for Facet Joint Injections and RF, Nov. 5, 2001 The Coding Institute (1CEU Credit)
Use of TPA in Catheter Malfunction, Nov. 11, 2001, Postgraduate Institute of Med. (1 Category 1 Credit)
New Developments in Vascular Diseases, Nov. 11, 2001, Univ of Chicago (4 Category 1 Credits)
Ultrasound Quarterly Volume 17, #2 June 6, 2001 Lippincott, Williams & Wilkins (4 Category 1 Credits-US)
New Pharm Txt for PVD, Center for HCE, Oct 18, 2001, (1.5 Category 1 hours)
RSNA hours, Chicago, IL, Nov 26, 2001, (3.5 Category 1 hours)
Considerations of Multidetector Scanners in CTA, Postgrad. Institute Med, Oct. 24, 2001 (1 Category 1 hour)
Risk Management Rounds, Version 1.5, SVMIC, Oct 26, 2001 (5 Category 1 hours)
AneuRx Stent Graft Course, Dec 10-11, 2001 Texas Heart Institute (no CME)
Use of TPA for catheter malfunction, Dec 5, 2001, Postgraduate Institute Med (1 Category 1 hour)
Contemporary Diagnostic Radiology, Dec 2001 Pennsylvania Hospital (31 Category 1 hours- 2 in Mammo, 5 in US, 3 in MR)
New Era of Thrombolytics: State of Art Strategies, Jan 2002, SCVIR Syllabus (1Category 1 hour)
RBMA Coding Seminar Series, Jan 2002, Las Vegas (7 CEU hours)
New Developments in Vasc Dz Vol 2 #1, Jan 7, 2002, Univ Chicago, (4 Category 1 hours)
Renal Preservation Strategies for High Risk Pts, Jan 7, 2002, Univ Chicago, (4 Category 1 hours)
Ultrasound Quarterly Vol 17, #3, Dec 13, 2001, (5 Category 1 hours)
New Developments in Vascular Diseases, Vol 2, #1, Feb 5, 2002, Univ of Chicago (4 Category 1 hours)
New Developments in Vascular Diseases, Vol 2, #2, Feb 5, 2002, Univ of Chicago (4 Category 1 hours)
Intro to RF Thermal Ablation of Liver Lesion, Austin, TX, Feb 9, 2002, (8 Category 1 hours)
SCVIR Cybersession Coding and Billing, Jan 2002 (6 Category 1 hours)
ACR Knowledge Challenge, April 17, 2002 Left Ventricular Aneurysm (2 Category 1 hours)
Contemporary Diagnostic Radiology, Mar 2002 Pennsylvania Hospital (9 Category 1 hours)
Risk Management Essentials, June 28, 2002, Med Risk Inc, (5 Category 1 hours)
Vascular Centers 2002, May 10-11, 2002, Soc. Interventional Radiology (11.75 Category 1 hours)
Human Participant Protection Ed for Research Teams, July 2002, Cine-Med (2 Category 1 hours)
ACR Knowledge Challenge, August 12, 2002 Anomalous Coronary Arteries (2 Category 1 hours)
New Developments in Vascular Diseases, Vol 3, #1, August 20, 2002, Univ of Chicago (4 Category 1 hours)
MR Spectroscopy, Diagnostic Imaging, CMP Healthcare Group, August 12, 2002, (1 Category 1 hour)
Breast Imaging, USCF Interactive Series, September 8, 2002 (25 Category 1 hours)
Differentiating factors of Thrombolytics, Safety Profile, Sept 11, 2002 (1.5 Category 1 hours)
Multislice CT imaging of carotid stenosis, Oct 18, 2002 (1 Category 1 hour)
Contemporary Diagnostic Radiology, July-Sept 2002 Pennsylvania Hospital (9 Category 1 hours)
Acute Stroke Imaging, HCA CME, Sept 24, 2002 (1 Category 1 hour)
Speech Recognition, Diagnostic Imaging, CMP Healthcare Group, Nov 11, 2002 (1 Category 1 hour)
CAD-Breast Imaging, Diagnostic Imaging, CMP Healthcare Group, Nov 17, 2002 (1 Category 1 hour)
Uterine Fibroid Embolization, HCA CME, Nov 24, 2002(1 Category 1 hour)
Thrombolytic Therapy: Re Emergence as Standard, Univ of Wisconsin, Jan. 6, 2003 (1.5 CEUs)
Risk mangagement essentials for physicians part 2, May 30, 2003, Medrisk, Inc, (5 category 1 hours)
Contemporary Diagnostic Radiology, June 30, 2003, Pennsylvania Hospital (7.5 Category 1 hours)
Clearing the Way: Reperfusion with Thrombolytics, Univ or Wisconsin, July 2, 2003, (1 Category 1 hour)
BLS Certification, Skyline Medical Center, Sept 8, 2003, (No Category 1 hours)
ACLS Certification Skyline Medical Center, Sept 13, 2003, (5.1 Category 1 hours)
Adding PET to your practice: Business and Clinical Issues, Diagnostic Imaging, CMP Healthcare Group, Sept 14, 2003, (1 Category 1 hour)
Comparative Analysis of Outcomes and Costs of Fibinolytic agents for PVD, Johns Hopkins SOM, Nov 7, 2003, (2 Category 1 hours)
Contemporary Diagnostic Radiology, August 1, 2003, Pennsylvania Hospital (7.5 Category 1 hours)

Curriculum Vitae

Robert Stanley Burcham, MD

General Information:

Born:	Corinth, Mississippi
Birthdate:	14 September 1968
Married:	Wife, Rebecca

Education:

High School:	Corinth High School, Corinth, MS, 1987
Undergraduate:	Mississippi State University, Starkville, MS 1987-1992 Bachelor of Science, Aerospace Engineering Minor, Mathematics Cooperative Education Program
Post-Baccalaureate:	Georgia State University, Atlanta, GA, 1994-1996 Non-degree, Post Baccalaureate Studies
Medical School:	Medical College of Georgia, Augusta, GA, 1996-2000 Doctor of Medicine

Post-Graduate Training:

Internship:	Internal Medicine Medical College of Georgia, Augusta, GA July 2000-June 2001
Residency:	Diagnostic Radiology, Vanderbilt University Medical Center, Nashville, TN June 2001-July 2005

Board Certification:

American Board of Radiology: June 2005

Licensure:

Licensed Doctor of Medicine in Tennessee, Mississippi

Aerospace Engineering Experience:

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Co-operative Engineer, January 1989 - May 1990
Martin Marietta Manned Space Systems, New Orleans, LA

- Participated in development of unmanned spacecraft including acoustic & dynamic loads analysis, thermal analysis, and static stress analysis
- Developed FORTRAN program to perform buckling analysis of skin/stringer panels
- Adapted Space Shuttle External Tank structural algorithms to aid evaluation of advanced space vehicle design

Aerospace Engineer, May 1992 - March 1996
Lockheed Aeronautical Systems Company, Marietta, GA

- Performed structural analysis of F-22 graphite-honeycomb composite horizontal & vertical stabilizers
- Developed & analyzed fleet-wide repairs for USAF C-5 fleet horizontal stabilizer, flap tracks, & engine pylons
- Provided computer support for military trainer aircraft proposal working across PC's, UNIX, & IBM Mainframe computer systems

Aerospace Engineer, March 1996 – August 1996; May 1997 – August 1997
Gulfstream Aerospace, Savannah, GA

- Performed structural analysis, developed repairs, and provided analysis for FAA certification of G-5 business jet
- Performed static and acoustic analysis of graphite-honeycomb composite rudder and static analysis of metallic main wing drag beam

Aerospace Engineer, March 2000 – May 2000
The Aerostructures Corporation, Nashville, TN

- Performed structural analysis of V-22 graphite-honeycomb composite and metallic empennage

Research Experience:

Engineering Research Center, Mississippi State University, January 1991 - July 1991

- Helped develop software to generate 3-D grids about geometrically complex objects
- Produced grids used for finite-difference solutions to Navier-Stokes equations

Raspet Flight Research Laboratory, Mississippi State University, May 1991 - May 1992

- Analyzed graphite-epoxy fuselage test structure using finite-element methods
- Fabricated test specimens and experimentally obtained composite material properties
- Conducted full-scale structural tests on graphite-epoxy fuselage

Research Experience (Cont'd):

•Correlated results from structural tests, finite-element model, & theoretical solutions

Radiologic Society of North America, Chicago, IL, December 2002
•Completed one-week Introduction to Research Program at RSNA annual meeting
•Focused on clinical and basic science research in diagnostic radiology

Presentations & Publications:

"Analysis & Testing of a Load-Carrying Window in a Fuselage Test Structure"
Paper presented at American Institute of Aeronautics and Astronautics Southeast Conference Meeting, Atlanta, GA, April, 1992

"Analysis & Testing of a Window and Window Frame in a Pressurized Graphite-Epoxy Sandwich Shell Fuselage Test Structure," McWhorter, JC, Moore,T, and Burcham, RS, Engineering & Industrial Research Station Report, Mississippi State University, 1992

"Left Atrial Appendage Imaging Using CT, MRI, and TEE with Radiologic Manifestation of Thrombus and its Clinical Relevance for Patients with Atrial Fibrillation", Burcham, RS, Datta, J, Arildsen, RA, et al. Radiologic Society of North America, Educational Exhibit, Chicago, IL, December 2002

Honors and Awards:

Four-year Academic Scholarship, Mississippi State University, 1987-1992
Sigma Gamma Tau, Aerospace Engineering Honor Society, MSU, 1992
Four-year Academic Scholarship, Medical College of Georgia, 1996-2000
Alpha Omega Alpha, Alpha Chapter of Georgia, 1999

Interests/Hobbies:

Hiking, Camping, Running, Cycling, and Kayaking
My Dogs (Pete, Sputnik, Dobie, and Ruby)
Music
Computers, especially Apple
Astronomy and mathematics

Jan-06

98 Governors Way
Brentwood, TN 37027

Phone (615) 776-5724
clcalend@hotmail.com

Chad L. Calendine, MD

Education

1994 to 1998 University of Tennessee Memphis, TN

Doctor of Medicine

- Class Rank: 1 of 162
- Summa Cum Laude (GPA 4.0)
- Faculty Medal Award
- Alpha Omega Alpha Honors Society (Inducted 1997)

1991 to 1994 Freed-Hardeman University Henderson, TN

Bachelor of Science in Biology

- Summa Cum Laude (GPA 4.0)
- Chancellor's Scholar Award
- Alpha Chi Honors Society (Inducted 1993)

Internship

1998 to 1999 Methodist Hospital Memphis, TN

Transitional Internship

- Clinical experience in emergency medicine, internal medicine, general surgery, pediatrics, gastroenterology, and infectious disease

Residency Training

1999 to 2003 Emory University Hospital Atlanta, GA

Diagnostic Radiology Residency

- Chief Resident 2002-2003
- Roentgen Resident/Fellow Research Award 2003
- Graduate Medical Education Advisory Committee 2001-2002
- Outstanding Teaching Resident Award 2001

Fellowship Training

2003 to 2004 Emory University Hospital Atlanta, GA

Musculoskeletal Radiology Fellowship

- Experience in MR Imaging, Sports Medicine, Neoplasms, Rheumatic Diseases, Metabolic Bone Diseases, Spinal Disorders, and Interventional Procedures

Board Certification

American Board of Radiology June 2003

Current Position

Musculoskeletal Radiologist

2004 to Present Advanced Diagnostic Imaging, PC Nashville, TN

2007 to Present President

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Research

"Contrast media extravasation during CT: Evaluation of the use of the E-Z EM extravasation detection accessory." Research completed in June 2001 at Emory University Hospital with Paul D'Angelo, MD and William Torres, MD. Abstract presented at ARRS 2002.

"Need for traditional radiographic lumbar spine series following an abdomen/pelvis CT in trauma patients which revealed no spinal trauma." Research completed in June 2003 at Emory University Hospital with William Fajman, MD and Soheil Hanna, MD. Abstract presented ASER 2003.

"In vivo testing on the role of hydroxyurea on replication, latency, and the infectious cycle of Murine Herpes Virus – 68." Research completed in August 1997 at St. Jude's Children's Research Hospital under the direction of Peter Doherty, Ph.D. (Nobel Laureate).

Publications

"Need for traditional radiographic thoracic spine series following a chest CT in trauma patients which revealed no spinal trauma." Research completed in November 2001 at Emory University Hospital with William Fajman, MD, Soheil Hanna, MD, and Stephan Tigges, MD. Abstract presented at ASER 2002. Published in *Emergency Radiology* November 2002 Vol 9 Num 5: 254-256.

"Optic Pathway Gliomas and Neurofibromatosis-1." American College of Radiology, Revision of the Brain Neoplasia Section of the ACR Teaching File, 2002.

Interests and activities

Basketball, Golf, Target shooting, Fly fishing, Movies

References

Personal and professional references provided upon request.

Kevin Patrick Cunneely, M.D.
1614 S. Martha Court
Brentwood, TN 37027
(615)-370-5145
kcunneely@gmail.com

Education

2006-2007	**University of Utah Hospital – Salt Lake City, Utah** Musculoskeletal Fellowship, to be completed June 2007.
2002-2006	**University of Utah Hospital – Salt Lake City, Utah** Diagnostic Radiology Residency Chief Resident 2005-2006.
2001-2002	**LDS Hospital – Salt Lake City, Utah** Transitional Internship.
1997-2001	**University of Texas Health Science Center at San Antonio** M.D., May 2001.
1993-1996	**University of Texas at Austin** B.A., Biology.
State Licensure:	Utah, 2001-current Tennessee, 2007-Current Alabama, 2007-Current Kentucky, Arkansas, Georgia, Missouri; Pending
Board Certification:	American Board of Radiology, 6/2006.

Work Experience

2007-Present	**Advanced Diagnostic Imaging-Nashville, Tennessee.** Staff Radiologist. In addition to general diagnostic radiology, I interpret cross-sectional MSK, neuro and body imaging. Additional duties include musculoskeletal and spine interventions including; arthrography, myelography, epidural spine injections, facet injections and small joint injections for both diagnostic and therapeutic purposes.
2006-2007	**University of Utah Hospital-Salt Lake City, Utah.** Clinical Instructor, department of Radiology. Participated in the general call pool and served as the in-house staff radiologist approximately once a week. Responsibilities included supervision of 1-2 residents and interpretation of studies performed at the University of Utah hospital and outlying clinics, Huntsman Cancer hospital and the VA medical center.
2005-2007	**Uinta Basin Medical Center-Roosevelt, Utah.** Diagnostic Radiologist for one week every 3 months in a full service rural hospital. Duties included primary interpretation of all CT, MRI, Nuclear medicine, ultrasound, fluoroscopic and plain film studies.
2003-2006	**Project Reality-Salt Lake City, Utah.** Physician coordinator/supervisor of a methadone treatment program providing medical care to patients with opiate addiction.

Honors & Awards

2001	**Merck Manual Award-UT Health Science Center at San Antonio** For outstanding performance in the clinical sciences during the third and fourth year of medical school.
1994	**Summer Research Grant** Awarded by Department of Zoology, UT Austin.

Extracurricular

Spring 2001	**Gross Anatomy TA/Tutor-UT Health Science Center at San Antonio**
Spring 2001	**Medical Microbiology TA-UT Health Science Center at San Antonio**

Research

1993-1994	**Research Assistant.** G.D. Bittner, PhD, University of Texas Department of Zoology. Duties included micro dissection of Mauthner axons, development of electron micrographs, running and development of SDS-PAGE gels, and development of a protocol to isolate a unique region of a 235kD neurofilament in giant Mauthner axons.

Publications/Presentations

Cunneely K, Crim J. "High Incidence of Missed Diagnosis of a Common Ankle Fracture." Presented at the 92nd Annual RSNA Scientific Assembly and Annual meeting, November 27th 2006.

Godell CM, Raabe T, Moehlenbruck J, Cunneely K, and Bittner GD. "235 kD Neurofilament Protein in Survival of Anucleate Axons." *Transactions of the American Society for Neurochemistry,* March 1994, Vol. 25, No. 1. Abstract 162.

Professional Memberships

American College of Radiology, Radiologic Society of North America, Association Of University Radiologists, Roentgen Ray Society.

Curriculum Vitae

Enrique Romo Arevalos, MD

PERSONAL DATA

Date of Birth	03/09/1953 San Antonio, TX, USA
Marital Status	Married
Citizenship	USA
Residence	5205 Heathrow Hills Drive Brentwood, TN 37027
Primary Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615) 851-6033 (Office) (615) 851-2018 (Fax)

EDUCATION

Undergraduate Southern Methodist University Dallas, TX BA	08/01/1971	- 06/30/1975
Medical School Southwestern Medical School Dallas, TX MD	08/01/1976	- 06/07/1980
Internship Baptist Memorial Hospital Memphis, TN	07/01/1980 Surgery	- 06/30/1981
Residency University of Texas Health Sciences Center at San Antonio San Antonio, TX	07/01/1981 Radiology	- 06/30/1984
Fellowship Medical College of Wisconsin Milwaukee, WI	07/01/1984 Radiology	- 06/30/1985

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging, P.C. 3024 Business Park Circle P.O. Box 249 Goodlettsville, TN 37072	10/01/2003	- Present
Premier Radiology 28 White Bridge Rd Suite 111 Nashville, TN 37205	10/01/2003	- Present

E. H. Himmelfarb
PO Box 681708
Franklin, TN 37068

08/01/1992 - 09/30/2003

San Bernardino Diagnostic
San Bernardino, CA

07/01/1985 - 07/31/1992

HOSPITAL AFFILIATIONS

Active
Hendersonville Medical Center
Hendersonville, TN

08/02/2005 - Present

Courtesy
Skyline Medical Center
Nashville, TN

07/19/2005 - Present

Active
Williamson Medical Center
Franklin, TN

08/27/1992 - Present

MEDICAL LICENSURE

TN 23804

07/20/1992 - Present

DEA INFORMATION

DEA AA9715458 06/02/2003 - Present

SPECIALTIES

Board Certified
American Board of Radiology Radiology, Diagnostic 06/01/1984 - Present

ASSOCIATIONS & AFFILIATIONS

ACR Member

Jonathan Paul Gordon, M.D., Ph.D.

505 Seaton Park Place, Franklin, Tennessee 37069
(615) 595-8524 (H); (615) 440-6575 (Mobile)
jg7xrad@gmail.com

Professional Experience

2007-present: Advanced Diagnostic Imaging, Nashville, Tennessee; Neuroradiologist

Education

M.D. — Virginia Commonwealth University/Medical College of Virginia
Richmond, Virginia
May 2000

Ph.D. — Virginia Commonwealth University/Medical College of Virginia
Richmond, Virginia
1995
Major: Anatomy/Neurosciences

B.S. — Virginia Polytechnic Institute and State University, Blacksburg, Virginia
1990
Major: Biology
Minor: Chemistry

Post Graduate Training

Internship — University of Virginia School of Medicine, Roanoke-Salem Program in Internal Medicine, Carilion Roanoke Memorial Hospital and Veterans Affairs Medical Center
Roanoke, Virginia
7/1/00 – 6/30/01

Residency — Department of Radiology, University of Virginia Health System
Charlottesville, Virginia
7/1/01 – 6/30/05

Fellowship — Neuroradiology, Department of Radiology, University of Virginia Health System
Charlottesville, Virginia
7/1/05-6/30/07

Board Certification

American Board of Radiology – Diagnostic Radiology
Passed – Written Examination – September 2004
Passed – Oral Examination – June 2005

National Board of Medical Examiners - 2003

Medical Licensure

Virginia, Alabama, Tennessee, Washington, Kentucky(pending)

Honors, Awards and Fellowships

Fellow, ACR James M. Moorefield Economics Fellowship, August 2005
2nd Place, Resident-in-Training Research Presentation, Association of University Radiologists Annual Meeting, 2004
Resident Representative for Virginia State Chapter of ACR, ACR National Meeting and Leadership conference, 2004, 2005
A.D. Williams Summer Research Fellowship, 1997
Jack Denning Burke Award for Excellence in Cell Biology, Dept. of Anatomy, 1995

Research Experience

Laboratory Technician, Department of Anatomy, VCU/MCV, 1991
Graduate Student, Department of Anatomy, VCU/MCV, 1991-1995
Post-Doctoral Fellow, Department of Anatomy, VCU/MCV, 1996
Student Worker, Department of Neurosurgery, VCU/MCV, 1998

Publications

Gordon J: Effects of moderate traumatic brain injury on the cytoskeleton of the rat hippocampus: a study of the CA1 and dentate gyrus subregions, Doctoral Dissertation, Virginia Commonwealth University/Medical College of Virginia, Department of Anatomy, 1995

Di X, Gordon J, Bullock R. Fluid percussion brain injury exacerbates glutamate-induced focal damage in the rat. *J Neurotrauma*. 1999 Mar; 16(3): 195-201.

Gordon J, Shaffer H, Levine P, de Lange E. Strictures of the cervical esophagus following laryngectomy: Efficacy of treatement with fluoroscopically guided balloon dilation. (working paper)

Gordon J. Book Review: ACR Syllabus: Gastrointestinal Disease VI, *JACR*. 2005 June; 2(6):552-553

Gordon J, Gay SB, et al. Billing and Reimbursement in Medical Imaging (web-based tutorial). *www.med-ed.virginia.edu/courses/rad/billing/index.html*

Coordinator and Author, Weekly radiologic clinical quiz, *Applied Radiology Online*, 2003-2005, over 40 cases submitted, *www.appliedradiology.com*

Chapter 52. "Imaging of Epidural Spinal Cord Compression." (with Lubdha Shah, C.

Douglas Phillips and David Schiff) in *Handbook of Neuro-Oncology Neuroimaging* (Elsevier, 2007).

Abstracts/Posters

Gordon JP, Belardo ET, Black RT, Phillips LL: Elevation of calmodulin levels in CA1 and the dentate gyrus following traumatic brain injury. *Neurotrauma Soc. Abstr.* 1993.

Phillips, LL, Belardo, ET, Gordon, JP, Black, RT and Lyeth, BG: Expression of c-fos oncoprotein during long-term postinjury phases of fluid percussion traumatic brain injury. *Neurotrauma Soc. Abstr.*, 1993.

Gordon, JP, Belardo, ET, Lyeth, BG, Leichnetz, GR, Phillips, LL: MAP2 protein levels in CA1 and the dentate gyrus following moderate traumatic brain injury. *Soc. for Neurosci. Abstr.*, J Neurotrauma. 20:426, 1994.

Gordon, JP, Belardo, ET, Lyeth, BG, Reeves, TM and Phillips, LL: Traumatic Brain injury induces change in hippocampal microtubule-associated protein MAP1A, 3rd Internat. Neurotrauma Symposium, *J Neurotrauma.* 1995: 12(3): 477.

Gordon JP, Shah LM, Brown MD, Ham JK and Phillips CD: Another Hole in your Head? Review of Basal Cephaloceles. Poster presentation, American Society of Head and Neck Radiology Annual Meeting, 2006.

Professional Memberships

American College of Radiology, 2000 - present
RSNA, 2000- present
ASNR, 2005-present
ARRS, 2000-present
Southeastern Neuroradiological Society, 2007-present

Extracurricular Activities/Personal Interests

Sports – Football, Basketball; History – Christianity, The Civil War, World War II Aircraft; family, gardening, computers

Curriculum Vita

Iantha Lucille Harney, MD, DABR
9426 Highwood Hill Road Brentwood, TN 37027
email: iharney@gmail.com
phone: (615) 371-4228

Place of birth	Oklahoma City, OK US Citizen
Education	
December 1995	B.S. Chemical Engineering, Oklahoma State University
May 2000	Doctor of Medicine, University of Oklahoma
July 2000 to June 2001	Internal Medicine, University of Oklahoma
July 2001 to June 2005	Diagnostic Radiology, University of Kansas in Wichita
June 2004 to June 2005	Chief Resident
July 2005 to June 2006	Musculoskeletal Radiology Fellowship, University of Virginia
Licensure and Certification	ABR Physics 2002, 96th percentile ABR Written Exam 2004, 97th percentile ABR Oral Exam, passed June 2005 USMLE Step 1, 2, &3: passed Kansas Medical License, 2003 to 2005 Oklahoma Medical License, 2003 to 2005 Alabama Medical License Colorado Medical License Georgia Medical License Kentucky Medical License Tennessee Medical License Virginia Medical License Washington Medical License Advanced Cardiac Life Support, 1998 to current
Work Experience	Advanced Diagnostic Imaging, 2006 to present Mixture of inpatient and outpatient work.
College Honors and Awards	National Merit Scholar 1991 Tau Beta Pi Engineering Honor Society Golden Key National Honor Society, Vice President Scholar's Enrichment Program OSU Engineering Omega Chi Epsilon Chem Eng Hon Soc, Secretary Alpha Epsilon Delta Pre-health Hon Soc, Reporter
Professional Societies	Radiologic Societies of North America, current American Roentgen Ray Society, current Amer. Medical Women's Assoc., Fundraising Chair American Medical Student Association

Oklahoma State Medical Association
American Inst of Chemical Engineers
Society of Women Engineers, Chapter Treasurer

Public Service

January 1995 to December 1995 Stillwater Clinic	I created a computer database of patients, screened patients for eligibility, and worked as receptionist during clinic.
July 1998 to May 2000 Foundation 2000	I helped create a not for profit foundation designed to benefit Oklahoma children with serious and life threatening illnesses.
1992 to present	I have repeatedly been a guest speaker at OKC Public schools events, recruitment, and outreach.

Teaching experience

July 2000 to June 2001	Internship	Medical student teaching with lectures and clinical practicum
July 2001 to present	Residency	Medical student, nursing student, and intern teaching with lectures and clinical practicum
July 2005 to July 2006	Fellowship	Teaching residents

Research Experience

Summers of 1992, 1993, and 1994 St. Francis(W.K.Warren) Medical Research Inst.

During my first summer I studied uptake and clearance kinetics of technetium based radiopharmaceuticals including Sestamibi. I brought our laboratory into OSHA compliance when it became part of the University of Oklahoma. I was also responsible for radiation safety and monitoring, as well as NRC compliance

Summer 1995 Oklahoma State Univ. College of Vet. Medicine

I ordered equipment and created a laboratory for the investigation of computer controlled anesthesia. I worked with a consultant to create a custom interface for data collection and use by a program specializing in fuzzy logic decision making.

Summers of 1996 and 1997 Thomas N. Lynn Institute for Healthcare Research

I utilized spectral analysis to study heart rate variability during obstructive sleep apnea, REM sleep, and episodes of GERD. I presented my project on OSA at a national meeting as an oral presentation. I also presented my project on heart rate variability during REM as a poster presentation.

Papers and Presentations

1. Robert D. Okada MD, Kiem Nguyen, J. Michael Lauinger, Iantha Allton, Kristy Sprietzer, Delia Beju, and Gerald Johnson III PhD, "Effects of No Flow and Reperfusion on Kinetics of 99mTcQ12, a New Myocardial Imaging Agent", Journal of Nuclear Medicine, 01/1995, Volume 36, Pages 2103-2109

2. Gerald Johnson III PhD, Iantha L. Allton, Kiem N. Nguyen, J. Michael Lauinger, Delia Beju, Roberto Pasqualini, Adriano Duatti, R, "Clearance of 99m Tc-N-Noet in Normal, Ischemic-reperfused, and Membrane-Disrupted Rat Myocardium", Journal of Nuclear Cardiology, 01/1995, Vol:3:1, Pages 42-54

3. Robert D. Okada MD, Kiem N. Nguyen, Michael Lauinger, Iantha L. Allton, Gerald Johnson III PhD, "Technetium 99m-Q12 kinetics in perfused rat myocardium:Effects of hypoxia and low flow", American Heart Journal, 01/1996, Volume:132:1, Pages 108-115

4. Jie Liang, B. Lin, Iantha L. Harney, J. Chen, W. C. Orr PhD, "Spectral Analysis of Heart Rate Variability During Obstructive Sleep Apnea", Associated Professional Sleep Societies 11th Annual Meeting, 06/1997

5. Iantha L. Harney, J. Chen, J. Liang, W. C. Orr, "A Novel Measure of Cardiac Instability During REM Sleep", Associated Professional Sleep Societies 11th Annual Meeting, 06/1997

Byard Edwards
285 Mosher Way
Palo Alto, CA 94304
(650) 498-8462
bedwards@stanford.edu

EDUCATION

- MD, Vanderbilt University School of Medicine, Nashville, TN, May 2001
- PhD, Physics, Cornell University, Ithaca, NY, August 1997
- BS in Physics with high honors, University of Texas—Austin, TX, December 1990

POSTDOCTORAL TRAINING

- NCI Body Imaging Fellow, Stanford University, July 1, 2006 through June 30, 2008
- Resident, Radiology, Stanford University Medical Center, July 1, 2002 through June 30, 2006
- Intern, Internal Medicine—Preliminary, Carilion Roanoke Memorial Hospital, Roanoke, VA, July 1, 2001 through June 30 2002

CURRENT RESEARCH INTERESTS

- Diffusion-weighted MRI of the kidneys; co-investigators F.G. Sommer, R. Bammer, B. Myers, B. Ho
- CT of traumatic diaphragmatic injury; co-investigators R. B. Jeffrey, T. Desser
- MRI of appendicitis; co-investigators R.B. Jeffrey, L. Shin
- Intravenous contrast dynamics in MRI; co-investigators D. Fleischmann, R. Bammer
- Individualized molecular imaging of cancer; co-investigator S. Gambhir

LICENSURE AND CERTIFICATION

- Licensed in California, Michigan, North Carolina, and South Carolina
- Board Certified by the American Board of Radiology, June 2006

EMPLOYMENT

- Radiologist (part-time), Vision Radiology (teleradiology), Pittsburgh, PA November 2006- present
- Research Assistant, Department of Cell Biology, Vanderbilt University School of Medicine, summer 1998
- Research Fellow, Bell Laboratories, Murray Hill, NJ, summer 1995

- Research Associate in Physics, Semiconductor Research Corporation, Ithaca, NY, 1993 to 1994
- Teaching Assistant, Department of Physics, Cornell University, 1991 to 1993
- Research Assistant, Applied Research Laboratories, Austin, TX, 1991
- Research Assistant, Department of Plasma Physics, University of Texas--Austin, 1988 to 1990

HONORS AND AWARDS

- Roentgen Resident/Fellow Research Award, RSNA, 2006
- Microbes and Defense Society, 1997
- Outstanding Presentation, "New Phase Transitions in Dense Hydrogen", Gordon Research Conference on Physics at High Pressure, 1996
- Bell Laboratories Fellowship in Physics, 1994 to 1997
- Melvin J. Reiger Scholarship in Physics, University of Texas, 1988 to 1990
- University Scholar, University of Texas, 1988-1990
- University Merit Scholarship, University of Texas, 1986-1990

PUBLICATIONS and PRESENTATIONS

Papers and Invited Presentations

- B. Edwards, G. Sommer, L. Chow, R. Bammer, B. Ho, B. Meyer, "Diffusion Weighted MRI of the Kidneys", Society of Uroradiology, Abdominal Radiology Course 2006, February 2006, Kauai, HI

- B. Edwards & N.W. Ashcroft, "Order in Dense Hydrogen at Low Temperatures", Proceedings of the National Academy of Sciences, 101, 4013-4018 (2004)

- T. Oyama, M. Dikov., P. Cheng, T. Takahashi, K. Takahashi, T. Sepetavec, B. Edwards, Y. Adachi, S. Nadaf, T. Danieel, D. Gabrilovich, D. Carbone, "Vascular Endothelial Growth Factor Effects on NF-κB Activation in Hematopoietic Progenitor Cells", Cancer Research, 61, 2015-2021 (2001)

- D. Muller, B. Edwards, E. Kirkland, J. Silcox, "Simulation of Thermal Diffuse Scattering Including a Detailed Phonon Dispersion Curve", Ultramicroscopy, 86, 371-380 (2001)

- B. Edwards & N.W. Ashcroft, "Spontaneous Polarization in Dense Hydrogen", Nature, 388, 652-655 (1997) (featured in "News and Views" and listed on the cover)

- T.J. Lenosky, J.D. Kress, I. Kwon, A.F. Voter, B. Edwards, D.F. Richards, S. Yang, J.B. Adams, "Highly Optimized Tight-Binding Model of Silicon", Physical Review B, 55, 1528-1544 (1997)

- B. Edwards, N.W. Ashcroft, T.J. Lenosky, T.J. "Layering Transitions and the Structure of Dense Hydrogen", Europhysics Letters, 34, 519-524 (1996)

Abstracts

- B. Edwards, L.K. Shin, G. Sommer, B. Ho, B. Myers, R. Bammer, L. Chow, "Evaluation of Renal Function with Diffusion Weighted MRI of the Kidneys", Proceedings of the ISMRM, May 2007, Berlin, Germany

- L.K. Shin, B. Edwards, B. Hargreaves, R.B. Jeffrey, A. Thompson, A.C Brau, R. Busse, P.J. Beatty, R.J. Herfkens, "Evaluation of Accelerated Single Shot Fast Spin Echo (SSFSE) for Imaging of the Appendix", Proceedings of the ISMRM, May 2007, Berlin, Germany

- B. Ho, B. Myers, S. Busque, B. Edwards, G. Sommer, J. Tan, "Determinants of Adaptive Hyperfiltration after Nephrectomy in Living Kidney Donors", American Society of Nephrology Renal Week, San Diego, CA, November 14, 2006

- B. Ho, B. Edwards, G. Sommer, B. Myers, J. Tan, "Diffusion weighted imaging of the kidneys as a measure of GFR", World Transplant Conference, Boston, MA, July 22, 2006

References available upon request

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Brentwood, TN 37027

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E-mail jhugge@gmail.com

Jeffrey Huggett, MD

Graduate Medical Education

Musculoskeletal Radiology Fellowship July, 2002 – June, 2003
University of Virginia
Charlottesville, VA

Diagnostic Radiology Residency July, 1998 – June, 2002
University of Virginia
Charlottesville, VA
Chief resident 2001-2002

Transitional Internship July, 1997 – June, 1998
Oakwood Hospital
Dearborn, MI

Education

Wayne State University School of Medicine
Detroit, MI
M.D. May, 1997

Michigan State University
East Lansing , MI
B.S. in Medical Technology with Honors May, 1993

Professional experience

Advanced Diagnostic Imaging/Premier Radiology
Nashville, TN July 2003- Present
Musculoskeletal Radiologist

Board Certification

ABR Oral examination June 2002
ABR Written examination September, 2001
ABR Physics examination September, 2000
USMLE I, II, & III

Professional Licensure

Active medical licenses in Tennessee, Virginia, Kentucky, Colorado, Georgia, Idaho, Louisiana, Washington, Maine
Teleradiology license in Texas

Professional memberships	American College of Radiology Radiological Society of North America International Skeletal Society Society of Skeletal Radiology
Interests and activities	Spending time with family, Golf, Fishing, Travel
References	Available upon request

Vineet Sharma
1112 Frances Ave
Nashville, TN 37204
vsharma23@gmail.com

Post-grad Training:

University of Utah, Department of Radiology, Salt Lake City, UT
MRI Fellowship. Subspeciality training to include MSK, Body, and Neuro, as well as Cardiac MR/CT,.

University of Utah, Department of Radiology, Salt Lake City, UT
Resident, (2001-2005);

Good Samaritan Hospital, Phoenix, AZ
Transitional Year Intern, completed 2001

Certifications:

American Board of Radiology. Certified June 2005.
Level 3 ceritification in Cardiac CTA and Cardiac MRI, June 2006 (SCCT, SCMR and ACR crititeria). University of Utah Dept. of Radiology.

State Licensure:

Utah	Issued	2001	Active
Tennessee	Issued	2006	Active
Louisiana	Issued	2007	Acti ve
Georgia	Issued	2007	Active
Kentucky	Issued	2007	Acti ve
Washington	Issued	2007	Active
Colorado	Issued	2006	Active
Idaho	Issued	2007	Active
Maine	Issued	2006	Active
Alabama	Issued	2007	Active

Education:

University of Tennessee College of Medicine, Memphis TN
Medical Doctorate, June 2000
GPA 3.60 USMLE Step 1: 235 (89th %ile)
USMLE Steps 2 and 3: pass

University of Memphis, Memphis, TN
Bachelor of Arts in English Literature, May 1996
GPA 3.89 Summa Cum Laude

University of Memphis, Memphis, TN
Bachelor of Science in Biology, May 1995
GPA 3.45 Magna Cum Laude

Honors:

Dean's List 1991-1996, University of Memphis
English Scholar of the Year, 1996, University of Memphis
Nucor-Yamato Merit Scholar, 1992-1995

Memberships: **RSNA, ARRS, ACR**

Employment:

Advance Diagnostic Imaging
3024 Business Park Circle
Goodlettsville, TN 37072
Diagnositic Radiologist, with subspeciality skills in CT/MRI
Current

Uintah Basin Medical Center, Roosevelt UT
Diagnostic Radiologist - all modalities
Interpretation of about 80 studies per day including MR/CT/US
One week, every other month since Feb 2005 (moonlighting)

Hospital Affiliations:

Horizon Medical Center, Dickson, TN
Parkway Regional Hospital Fulton, KY
Southern TN Medical Center Winchester, TN
University Medical Center Lebanon, TN
Eastern Maine Medical Center Bangor, ME
Premier Radiology Pain Management Center Nashville, TN
Williamson Medical Center Franklin, TN
Hendersonville Medical Center Hendersonville, TN
Skyline Medical Center, Nashville, TN

Publication: Sharma et al, The Radiological Spectrum of Small Airways Disease, *Seminars in Ultrasound, CT and MRI*; Vol 23, No 4. August 2002. pp 339-351.

Personal: I have a broad range of literary pursuits from writing poetry and short stories to reading classical and postmodern literature. I enjoy an afternoon lounging on the golf course with friends, as well as cutthroat competition on the basketball or tennis court. Passionate about traveling, wine, and college football..

Curriculum Vitae

Michael J. Spellman, Jr.

Home:
946 Yearling Way
Nashville, Tennessee 37221
(615) 373-9103

Work:
Advanced Diagnostic Imaging, P.C.
3024 Business Park Circle
P.O. Box 249
Goodlettsville, Tennessee 37070-0249
(615) 851-6033

EDUCATION and TRAINING:

Undergraduate Degree
Washington and Lee University
Lexington, Virginia
B.A., Chemistry, *cum laude*
June, 1985

Medical Degree
Saint Louis University School of Medicine
St. Louis, Missouri
M.D.
May, 1994

Postgraduate Training and Experience
Saint Louis University School of Medicine
Surgery Intern
July 1994 through June 1995

Saint Louis University School of Medicine
Surgery/Urology Resident
July 1995 through June 1997

University of Virginia Health System
Radiology Resident
July 1997 through June 2001

University of Virginia Health System
Chief Resident, Radiology
April 1999 through March 2000

University of Virginia Health System
Neuroradiology Fellow
July 2001 through June 2003
Clinical Instructor
Department of Radiology
University of Virginia Health System
July 2002 through June 2003

CURRENT POSITION:

Neuroradiologist, Private Practice
Advanced Diagnostic Imaging, P.C.
Nashville, Tennessee
June 2003 to present

STATE MEDICAL LICENSES:

Colorado:
Active Physician License #44948
Issued June 1, 2007
Expires May 31, 2009

Missouri:
Medical Physician and Surgeon License #105683
Issued 1996
Expires January 31, 2008

Virginia:
Intern and Resident License #0116008678
Issued 1997
Expired June 30, 2002
Medicine and Surgery License #0101231861
Issued October 5, 2001
Expires September 30, 2008

Tennessee:
Medical Doctor License #37553
Issued May 13, 2003
Expires September 30, 2009

Kentucky:
Board of Medical Licensure License #39255
Issued March 17, 2005
Expires March 1, 2008

Texas:
License #TM00115
Issued August 24, 2007
Expires May 31, 2009

Washington:
Physician and Surgeon License #MD00047262
Issued October 31, 2006
Expires September 18, 2009

Virginia
License #0101231861
Issued October 05, 2001
Expires September 30, 2008

Gerogia:
License #060323
Issued December 7, 2007
Expires December 30, 2009

Maine:
License #017616
Issued October 26, 2007
Expires September 30, 2009

CERTIFICATION:

Diagnostic Radiology, The American Board of Radiology

PROFESSIONAL SOCIETIES:

American College of Radiology (ACR)

Radiological Society of North America (RSNA)

American Society of Neuroradiologists (ASNR), Senior Member

HONARY SOCIETIES, HONORS AND AWARDS:

Washington and Lee University:
Dean's List
Honor Roll
Robert E. Lee Research Scholar, Chemistry
ALPHA EPSILON DELTA

Michael J. Spellman, Jr.

Saint Louis University School of Medicine
Summer Research Fellowship
Resident Teacher Award, 1997

University of Virginia:
Introduction to Research Program, RSNA, 1998
Most Outstanding Fellow Award, 2003

ACTIVITIES:

Washington and Lee University:
White Book (Honor Code) Revisions Committee
Secretary for Mock Convention - New York Sate Delegation

Saint Louis University School of Medicine
Freshman Orientation 1991
Support Group Leader - Advisor to incoming freshman
Course evaluator for Death and Dying and Neuroscience II
Honor Council Representative, 1990-1994

RESEARCH EXPERIENCE:

June 1983-August 1983	Cornell University Medical College: one summer as a Research Assistant. Project involved a bioassay and radioimmunoassay to detect thromboxane synthesis from hydronephrotic rabbit kidneys.
July 1985-June 1986	University of California, San Francisco: Staff Research Associate for the Cancer Research Institute. Projects involved looking at drug effects on various types of cancer cells through cloning experiments and RNA preparations.
June 1986-July 1988	University of California, San Francisco: Staff Research Associate for the Department of Anesthesia. Projects involved pharmacokinetics and pharmacodynamics of various narcotics and muscle relaxants using both human and ovine models, along with extensive computer analysis of collected data and computer graphics.
July 1988-August 1990	University of California, San Francisco: Staff Research Associate for the Department of Anesthesia. Project involved respiratory physiology and the performance of pulse oximeters at various hypotensive and

	hypoxic states.
Summer 1991	University of California, San Francisco: Student in the Department of Anesthesia. Investigated hypoxic ventilatory responses during acclimation to high altitude.
2001-2003	University of Virginia: Fellow in Department of Radiology. Development of Magnetic Resonance Ventilation/Perfusion Scan and Virtual Colonoscopy using hyperpolarized nobel gases; high resolution carotid artery magnetic resonance angiography and functional paranasal sinus imaging

Michael J. Spellman, Jr.

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BIBLIOGRAPHY:

Papers published, in press, or accepted for publication in peer reviewed journals

1. Gauntlett IS, Fisher DM, Hertzka RE, Kuhls E, Spellman MJ, Rudolph C: Pharmacokinetics of fentanyl in neonatal humans and lambs: Effects of age. Anesthesiology 69:683-687, 1988.

2. Hertzka RE, Gauntlett IS, Fisher DM, Spellman MJ: Fentanyl-induced ventilatory depression: Effects of age. Anesthesiology 70:213-218, 1989.

3. Kitts JB, Fisher DM, Canfell PC, Spellman MJ, Caldwell JE, Heier T, Fahey MR, Miller RD: Pharmacokinetics and pharmacodynamics of atracurium in elderly. Anesthesiology 72:272-275, 1990.

4. Fisher DM, Canfell PC, Spellman M, Miller RD: Pharmacokinetics and Pharmacodynamics of atracurium in infants and children. Anesthesiology 73:33-37, 1990.

5. Severinghaus JW, Spellman MJ: Pulse oximeter failure thresholds in hypotension and ischemia. Anesthesiology 73:532-537, 1990.

6. Xu FD, Spellman MJ, Sato M, Baumgartner JE, Ciricillo SF, Severinghaus JW: Anomalous hypoxic acidification of medullary ventral surface. Journal of Applied Physiology 71:2211-2217, 1991.

7. Severinghaus JW, Xu FD, Spellman MJ: Benzocaine and methemoglobin:recommended FDA action (letter to the editor). Anesthesiology 74:385-386, 1991.

8. Sato M, Severinghaus JW, Powell FL, Xu FD, Spellman MJ: Augmented hypoxic ventilatory response in man at altitude. Journal of Applied Physiology 73:101-107, 1992.

9. Xu F, Sato M, Spellman MJ, Mitchell RA, Severinghaus JW: Topography of cat medullary ventral surface hypoxic acidification. Journal of Applied Physiology 73:2631-2637, 1992.

11. Mugler III JP, Driehuys B, Hagspiel K, Ruppert K, Cates G, Altes T, Spellman M, Munger T, Mata J, Brookeman J: Dissolved-Phase Xe-129 spectroscopy: impact of polarization improvements. Accepted for publication in the journal European Radiology, June 1999.

Michael J. Spellman, Jr.

12. Hagspiel K, Altes T, Mugler III JP, Spellman M, Mata J, Tustison N, Rudy R, Brookeman J: MR virtual colonoscopy and hysterosalpingography using hyperpolarized helium-3 as an endoluminal contrast agent. Accepted for publication in the journal European Radiology, June 1999.

13. Hagspiel K, Mugler III JP, Altes T, De Lange E, Knight-Scott J, Munger T, Berr S, Mai V, Daniel T, Spellman M, Mata J,Bogorad P, Driehuys B, Gentile T, Jones G, Thompson A, Brookeman J: Static MR imaging of the airways using hyperpolarized He-3 and Xe-129: The University of Virginia Experience. Accepted for publication in the journal European Radiology, June 1999.

14. Hagspiel K, Spellman MJ, Altes T, Mugler J, Brookeman J: Magnetic Resonance Colonography employing polarized nobel gases, a novel technique. Radiology submitted for publication.

15. Spellman MJ: Deviation of the descending thoracic aorta as a sign left of atrial enlargement. Submitted to Radiology.

16. Spellman MJ, Longo WE, Parra RO: Locally advanced rectal carcinoma involving the urinary tract: Salvage treatment with pelvic exenteration and colon urinary diversion. For submission to Journal of Pelvic Surgery.

ABSTRACTS:

1. Hertzka RE, Fisher DM, Gauntlett IS, Spellman M: Are infants sensitive to respiratory depression from fentanyl? Anesthesiology 67:A512, 1987.

2. Kitts JB, Fisher DM, Canfell PC, Spellman MJ, Cauldwell JB, Heier T, Fahey MR, Miller RD: Pharmacokinetics of atracurium in elderly and young adults. Anesthesiology 69:A482, 1988.

3. Xu F, Severinghaus JW, Spellman MJ, Sato M: hypoxia uniquely acidifies medullary ventral surface ECF. FASEB A4342, April 1991.

4. Ruppert K, Brookeman JR, Spellman MJ, Hagspiel KD, Driehuys B, Munger T, Mugler JP: Temporal dynamics of hyperpolarized ^{129}Xenon in the dog chest during a breath-hold period. ISMRM 319, May, 1999.

5. Wu RH, Kallmes DF, Spellman MJ, Marx W: Accuracy of contrast enhanced MR Angiography in the model of carotid artery stenosis. ISMRM1916, May, 1999.

Michael J. Spellman, Jr.

6. Wu RH, Kallmes DF, Spellman MJ, Fujwara N, Christopher JM, Mugler JP: High resolution contrast enhanced MR Angiography in the model of carotid artery. RSNA198, November, 2000

PRESENTATIONS:

1. "Voiding dysfunction following proctectomy for malignant disease," The American Society of Colon and Rectal Surgeons, Seattle, Washington, June 12, 1996

2. "MR Virtual colonoscopy using hyperpolarized helium-3 as an endoluminal contrast agent," International Society for Magnetic Resonance in Medicine, Philadelphia, Pennsylvania, May 27, 1999.

3. "Web-based system for faculty evaluations," Association of University Radiologists, Orlando, Florida, April, 8, 2000.

4. "Fluoroscopically-guided balloon dilations of the gastrointestinal tract strictures: Review of primary complications." RSNA, Chicago, Illinois, November, 29, 2000.

Curriculum Vitae

Brett L Thorstad, MD

PERSONAL DATA

Date of Birth	07/15/1957 Montgomery, AL, USA
Marital Status	Married
Citizenship	USA
Residence	2303 Golf Club Lane Nashville, TN 37215 (615) 298-1289(Home)
Business Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615) 851-6033 (Office) (615) 851-2018 (Fax)

EDUCATION

Undergraduate
University of Alabama - Tuscaloosa — 07/01/1975 - 05/31/1979
Tuscaloosa, AL
BS

Medical School — 07/01/1982 - 06/30/1986
University of Alabama, School of Medicine
Birmingham, AL
MD

Residency — 07/01/1987 - 06/30/1991
University of Alabama Hospital
Birmingham, AL — Diagnostic Radiology

Residency — 07/01/1986 - 06/30/1987
University of Alabama Hospital
Birmingham, AL — Nuclear Medicine

Fellowship — 07/01/1991 - 06/30/1993
University of Alabama Hospital
Birmingham, AL — Neuroradiology

EMPLOYMENT HISTORY

Premier Radiology Pain Management Center — 08/19/2005 - Present
28 White Bridge Rd Suite 104
Nashville, TN 37205

Premier Radiology — 03/01/1994 - Present
28 White Bridge Rd Suite 111
Nashville, TN 37205

Advanced Diagnostic Imaging, P.C. 3024 Business Park Circle Goodlettsville, TN 37072	03/01/1994	- Present
University of Alabama Hospitals 619 S 19th Street Birmingham, AL 35233	07/01/1993	- 02/28/1994

HOSPITAL AFFILIATIONS

Provisional Associate Horizon Medical Center Dickson, TN	09/27/2007	- 09/26/2008
Associate University Medical Center Lebanon, TN	06/13/2007	- Present
Active Premier Radiology Pain Management Center Nashville, TN	06/01/2005	- 05/31/2008
Active Williamson Medical Center Franklin, TN	05/27/1999	- 06/30/2008
Active Hendersonville Medical Center Hendersonville, TN	01/12/1999	- 01/31/2008
Active Skyline Medical Center Nashville, TN	03/16/1994	- 06/30/2008

MEDICAL LICENSURE

CO	DR-45099	10/23/2006	- 05/31/2009
OK	20589	03/26/1998	-
MA		12/17/1997	-
KY	33667	12/17/1997	- 03/01/2009
TX	K4270	11/22/1997	-
LA		09/17/1997	-
FL	ME72892	04/23/1997	-
NV		04/18/1997	-
TN	25159	12/16/1993	- 07/31/2009
AL	13508	06/30/1987	- 12/31/2008

SPECIALTIES

Board Certified

American Board of Radiology	Radiology, Diagnostic	11/09/1992

ASSOCIATIONS & AFFILIATIONS

American Society of Neuroradiology	Member
RSNA	Member
Society of Nuclear Medicine	Member

PUBLICATIONS

Article

- Bilateral fetal nephromegaly	01/01/1991
- Radionuclides in Uco - and Nephrology	01/30/1989
- Kidney Imaging with TC-99km-MAG3 a technetium labeled analog of hippuran	01/01/1989
- Quantitation of renal function with TC-99m MAG3	01/30/1988
- Comparison of TC-99m-MAG3 with I-131 HIppuran by a simultaneous dual channel echnique	01/30/1988
- Abnormal captopril renogram with a technetium labeled hippuran analog	01/01/1988
- The perisholecystic hepatic activity sign in a normal DISIDA study	01/30/1987
- A rare cause of death form pancreatic carcinoma	01/01/1987

Jeffrey T. Williams, MD

2011 5 PM 3: 54

1911 Beechwood Ave.
Nashville, TN 37212

615-292-9147 H
615-483-1015 C
jtwilliams1972@hotmail.com

Education:

Barrow Neurological Institute, Phoenix, AZ
Neuroradiology Fellowship
July 2003 – June 2005: ABR Subspecialty Board Certificate: November, 2007

University of Tennessee, Memphis, TN
Diagnostic Radiology Residency
June 1999 – June 2003: ABR Board Certificate: June 4, 2003

University of Tennessee, Memphis, TN
Internal Medicine Internship
June 1998 – June 1999

University of Tennessee College of Medicine; Memphis, TN
1994-1998

- AMA Medical Student Executive Council Representative (1995 –1997)
- IMHOTEP Society – in recognition of service and leadership
- Peer Counselor / Faculty Mentor Program – to serve as catalyst in providing support for first year students (1994 – 1998)
- USMLE: Step1 (1996), Step 2 (1997), Step 3 (1998)

David Lipscomb University; Nashville, TN
1990-1994: BS in Applied Chemistry with Business Management Minor

- *Alpha Chi* National Honor Society – the top 10% (1994)
- Athletic and academic scholarships
- Director of University Orientation, "Quest" (1992 –1994)
- Honor Code Council (1992 –1994)
- *Magna cum Laude* (1994)
- University Senator (1990 –1992), Chair of the Academic Committee

David Lipscomb High School; Nashville, TN
Graduated 1990

Professional Activities:

Chief Fellow
Department of Neuroradiology: Barrow Neurological Institute

Chief Resident
Department of Radiology; University of Tennessee

Medical Education Committee
Department of Radiology; University of Tennessee

Representative to the GME Residents Association
Department of Radiology; University of Tennessee

ACGME Resident Representative for Department of Radiology
University of Tennessee

Resident Resources Committee
Department of Radiology; University of Tennessee

Awards:

2003 RSNA Roentgen Resident/Fellow Research Award

Ettman Scholar, Department of Radiology, Univ. of Tennessee
2002

Golden Apple Teaching Award for 1998–1999
Recipient selected by the student body at the University of Tennessee College of Medicine

Publications:

"A New Universal Colostomy Tip for Barium Enemas of the Colon,"
Williams J, Scott R; AJR 2003; 180:1330 -1331

Professional Organizations:

American Association of Academic Chief Residents in Radiology (2002- 2003)
American College of Radiology
American Roentgen Ray Society
American Society of Neuroradiology, Senior Member
Radiological Society of North America

Employment:

Advanced Diagnostic Imaging, P.C. Goodlettsville, TN
2005 – Present

Medical Student Extern, Methodist Hospital, Memphis, TN
1996 – 1998

Surgical Assistant, Southern Hills Hospital, Nashville, TN
1995

Interests:

Fly fishing, reading, running, skiing, and travel

References:

Available on request

Michael R. Couden, M.D.
414-35-0164
1205 Taggartwood Drive
Brentwood, TN 37027
Coudenam@comcast.net

Education

Current: Interventional and Diagnostic Radiologist with Advanced Diagnostic Imaging- Nashville, TN

Fellowship: Vascular and Interventional Radiology, MUSC 2001-2002
Certificate of Additional Qualification , 11/04

Residency: Medical University of South Carolina 1997-2001; Board-Certified in Diagnostic Radiology, 6/01

Internship: University of Tennessee at Chattanooga, 7/1996 - 6/1997

Medical School: University of Tennessee at Memphis, 8/1992 – 6/1996

Undergraduate: Rhodes College, Memphis; B.S. in Biology, May 1992

High School: Father Ryan High School, Nashville, TN Class Rank: 9/243

Honors and Extracurricular Activities

Residency:
Chief Resident 2000-2001
Resident Representative for MUSC House Staff 1999-2000
Representative at ACR Meeting – Washington, D.C., 1999;
New York, N.Y., 2000
Distinguished Achievement ACR Inservice Exam- 2nd Year (>70%ile)
1st Place Award Proven Case Conferences- First Year Residents

Medical School:
Peer Counselor 1992-1993
Class Social Chairman 1992-1994
Intramural Soccer and Basketball 1992-1995
Completed Memphis Marathon 1995

Undergraduate:
Presidential Scholarship 1988-1992
Dean's List 1991-1992 (GPA=3.7)
Honor Roll Fall 1992 (GPA=4.0)
Varsity Soccer Starter 1988-1992
Captain, Soccer Team 1992
Sigma Nu Fraternity 1988-1992
Intrafraternity Council Representative 1991
Beta Beta Beta Biology Honor Society 1992

Research

NIH Medical Student Grant, summer 1993

Curriculum Vitae
John Joseph Alarcon, MD

PERSONAL DATA

Date of Birth	02/04/1961
Place of Birth	Chicago, IL, USA
Marital Status	Married
Citizenship	USA
Residence	1220 Waterstone Blvd Franklin, TN 37069 (615) 661-9065
Primary and Business Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615) 851-6033 (Office) (615) 851-2018 (Fax)

EDUCATION

Undergraduate
Emory University
Atlanta, GA
BA
09/01/1979 - 06/30/1982

Medical School
Medical College of Georgia
Augusta, GA
MD
09/01/1982 - 06/30/1986

Internship
The Malden Hospital
Malden, MA
07/01/1986 - 06/30/1987

Residency
Emory University
Atlanta, GA
Diagnostic Radiology
07/01/1987 - 06/30/1991

Fellowship
Vanderbilt Children's Hospital
Nashville, TN
Neuroradiology
07/01/1991 - 06/30/1992

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging, P.C.
3024 Business Park Circle P.O. Box 249
Goodlettsville, TN 37020
06/28/1999 - Present

Premier Radiology
28 White Bridge Rd Suite 111
Nashville, TN 37205
06/28/1999 - Present

EMPLOYMENT HISTORY *CONTINUED*

Scottish Rite Children's Medical Center
1001 Johnson Ferry Rd. N.E.
Atlanta, GA 30342
09/16/1993 - 05/28/1999

HOSPITAL AFFILIATIONS

Skyline Medical Center
Nashville, TN
Active
12/21/1999 - Present

Horizon Medical Center
Dickson, TN
Active
09/27/2007 - Present

University Medical Center
Lebanon, TN
Courtesy
05/03/2007 - Present

Premier Radiology Pain Management Center
Nashville, TN
Active
06/01/2005 - Present

Hendersonville Medical Center
Hendersonville, TN
Active
11/06/2001 - Present

Williamson Medical Center
Franklin, TN
Associate
02/22/2001 - Present

Parkway Regional Hospital
Fulton, KY
Consulting/Telemedicine
05/14/2008 - Present

Kindred Hospital
Franklin, TN
Active
05/02/2008 - Present

Middle Tennessee Mental Health Institute
Nashville, TN
Courtesy
02/22/2001 - Present

Bedford County Medical Center
Shelbyville, TN
Active
08/21/2003 - 08/18/2004

Tennessee Chrisiten Medical Center
Madison, TN
Inactive
09/15/1999 - 09/10/2006

MEDICAL LICENSURE

AL	SP.10	10/24/2007 - Present
CO	45463	03/28/2007 - Present
KY	36309	03/22/2001 - Present
TN	21658	07/02/1991 - Present
GA	032508	12/07/1989 - Present

SPECIALTIES

Board Certified

American Board of Radiology	Neuroradiology	34842	11/01/1997 - 11/30/2007
American Board of Radiology	Radiology, Diagnostic	34842	11/25/1991 - Present

ASSOCIATIONS & AFFILIATIONS

ACR	Member
American Society of Neuroradiology	Member
RSNA	Member

PUBLICATIONS

Article

- Creasy JL, Alarcon JJ: Magnetic Resonance Imaging of Neurocysticercosis. Topics in Magnetic Resonance Imaging 6(1): 59-68, 1994.
- Vassiliades VG, Foley WD, Alarcon JJ, Lawson T. Erickson S, Kneeland JB, Steinberg HV, Bernardino ME: Hepatic Metastases: CT Versus MR Imaging at 1.5T. Gastrointerstinal Radiology 16:159-163, 1991.
- Steinbert HV, Alarcon JJ, Bernardino ME: Focal Hepatic Lesions: Comparitive MR Imaging at 0.5 and 1.5T. Radiology 174: 153-156, 1990.

Curriculum Vitae

Steven Michael Blount, MD

PERSONAL DATA

Date of Birth	06/26/1961 Oceanside, CA, Camp Pendleton USA
Marital Status	Married
Citizenship	USA
Residence	1434 Moran Road Franklin, TN 37069 (615) 309-0161 (Home)
Business Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072 (615) 851-6033 (Office) (615) 851-2018 (Fax)

EDUCATION

Undergraduate University of Colorado Boulder, CO BA	08/01/1980 - 12/01/1983
Medical School East Tennessee State University Johnson City, TN MD	08/15/1985 - 05/06/1989
Residency Vanderbilt University Medical Center Nashville, TN	07/01/1989 - 06/01/1993 Radiology
Fellowship Vanderbilt University Medical Center Nashville, TN	07/01/1993 - 06/01/1994 Radiology, Interventional

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging, P.C. 3024 Business Park Circle PO Box 249 Goodelettsville, TN 37072	03/01/1995 - Present
Premier Radiology 28 White Bridge Rd Suite 111 Nashville, TN 37205	03/01/1995 - Present

Steven M Blount MD 2817 White Oak Drive Nashville, TN 37205	07/01/1993 - 07/01/1996
St Judes Childrens Hospital Memphis, TN	01/01/1984 - 02/28/1985

HOSPITAL AFFILIATIONS

Active Horizon Medical Center Dickson, TN	09/20/2007 - Present
Courtesy University Medical Center Lebanon, TN	06/13/2007 - Present
Active Premier Radiology Pain Management Center Nashville, TN	07/25/2005 - Present
Associate Williamson Medical Center Franklin, TN	02/25/1999 - Present
Active Hendersonville Medical Center Hendersonville, TN	01/12/1999 - Present
Active Skyline Medical Center Nashville, TN	12/18/1995 - Present
Courtesy Middle Tennessee Mental Health Institute Nashville, TN	03/14/2008 - Present
Consulting Parkway Regional Hospital Nashville, TN	04/23/2008 - Present
Active Kindred Hospital Nashville, TN	05/02/2008 - Present

MEDICAL LICENSURE

AL	20495	02/26/2008	- Present
CO	DR-45092	10/16/2006	- Present
KY	33781	03/19/1998	- Present
TN	21964	10/23/1991	- Present

SPECIALTIES

Board Certified American Board of Radiology	Radiology, Diagnostic	06/10/1993

Curriculum Vitae

Jack Michael Friday, MD

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PERSONAL DATA

Date of Birth	11/16/1961 Gastonia, NC, USA
Marital Status	Married
Citizenship	USA
Residence	1159 Gateway Lane Nashville, TN 37220
Primary Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Number	(615) 373-0626 (Home)
Business Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615) 851-6033 (Office) (615) 851-2018 (Fax)
UPIN	F44380

EDUCATION

Undergraduate
University of North Carolina at Chapel Hill — 08/15/1980 - 05/10/1984
Chapel Hill, NC
BA

Medical School — 08/01/1984 - 05/30/1988
University of North Carolina at Chapel Hill
Chapel Hill, NC
MD
Clinical Medicine Rotation and Student Health Alliance Clinic

Internship — 07/01/1988 - 06/01/1989
University of Florida
Gainesville, FL — Internal Medicine

Residency — 07/01/1989 - 06/30/1990
Tulane University Hospital
New Orleans, LA — Radiology

Residency — 07/01/1990 - 06/01/1993
University of Virginia
Charlottesville, VA — Radiology

Fellowship — 07/01/1993 - 06/30/1994
University of Florida, College of Medicine
Gainesville, FL — Cardiovascular & Interventional Radiology

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging, P.C. 3024 Business Park Circle PO Box 249 Goodlettsville, TN 37072	10/01/1999	- Present
Premier Radiology 28 White Bridge Rd Suite 111 Nashville, TN 37205	10/01/1999	- Present
Hill Radiology Associates, P.C. 3024 Business Park Circle Goodlettsville, TN 37072	08/01/1994	- 09/30/1999

HOSPITAL AFFILIATIONS

Active Horizon Medical Center Dickson, TN	09/27/2007	- Present
Associate University Medical Center Lebanon, TN	05/03/2007	- Present
Consulting Bedford County Medical Center Shelbyville, TN	08/21/2003	- 08/18/2004
Associate Williamson Medical Center Franklin, TN	11/18/1999	- Present
Active Skyline Medical Center Nashville, TN	11/21/1994	- Present
Active Hendersonville Medical Center Hendersonville, TN	11/01/1994	- Present
Courtesy Summit Medical Center Hermitage, TN	11/01/1994	- 06/12/2007
Active Tennessee Christian Medical Center Madison, TN	10/25/1994	- 11/23/2005

MEDICAL LICENSURE

AL	SP.19	11/09/2007	- Present
TN	25800	07/01/1994	- Present
KY	29216	11/06/1992	- Present
VA	0101046771	07/01/1991	- Present
NC	38262	08/19/1989	- 11/16/2004

DEA INFORMATION

DEA	BF2883002	10/14/1994	- Present

SPECIALTIES

Board Certified

American Board of Radiology	Radiology, Diagnostic	06/10/1993	- Present

ASSOCIATIONS & AFFILIATIONS

VIR	Member
RSNA	Member

PUBLICATIONS

Article

- Oblique projections in aortography following blunt trauma — 06/01/1989

Speech

- Spurious ST segmant depression due to atrial repolarization and further characterization of the Ta wave — 01/01/1987
- Use of Captain for control of Sarcophaga Bullata through chitin synthesis inhibition — 01/01/1983
- Reactivity of diabetic rat hearts and aortae to various neurotransmitters — 01/01/1983
- Synthesis of candidate anti-cancer compounds for NCI tumor panel — 01/01/1982

Michael S. Metzman, M.D.

Home Address

926 Overton Lea
Nashville, TN 37220
(615) 298-3660
mickmet@comcast.net

Business Office

Advanced Diagnostic Imaging, PC
3024 Business Park Circle
Goodlettsville, TN 37072
Phone (615) 851-6033; Fax (615) 851-2018

Education

Institution	Dates	Degree
University of Pennsylvania	1974-1978	BA - Biology
Hahnemann University College of Medicine	1978-1982	M.D.
Good Samaritan Hospital - Internship	1982-1983	Internal Medicine
Emory University Hospital - Residency	1983-1987	Radiology, Diagnostic
Emory University Hospital - Fellowship	1987-1988	Neuroradiology

Work Experience

Advanced Diagnostic Imaging, PC, Radiologist, April 1, 1991 to present
NOL, LLC d/b/a Premier Radiology, Radiologist, April 1, 1991 to present
DeKalb Medical Center, Radiologist, July 1, 1988 to March 31, 1991

Facility Affiliations

Williamson Medical Center
Skyline Medical Center
Hendersonville Medical Center
RADS of America, LLC d/b/a Premier Radiology Pain Management Center
University Medical Center
Horizon Medical Center
Middle TN Mental Health Institute
Kindred Hospital
Baptist Women's Health Center, LLC d/b/a The Center for Spinal Surgery

License & Registrations

State	License #	Issue Date
TN	21291	February 13, 1991
KY	36851	November 6, 2001
AL	SP.23	November 29, 2007
CO	45081	October 6, 2006
WA	00047255	October 26, 2006

Specialties

American Board of Radiology — Radiology, Diagnostic — December 1987

Society Memberships

American College of Radiology
Radiological Society of North America
American Medical Association
Medical Association of Tennessee

Publications

MRI in the Diagnosis of Lesions of the Head and Neck — November 1989

Paul C. Nau, M.D.

Home Address

9101 Brentmeade Blvd
Brentwood, TN 37027-8525
(615) 373-2178
otternau@comcast.net

Business Office

Advanced Diagnostic Imaging, PC
3024 Business Park Circle
Goodlettsville, TN 37072
Phone (615) 851-6033; Fax (615) 851-2018

Education

Institution	Dates	Degree
Bellarmine College	1973-1976	BA
University of Louisville Medical School	1976-1980	M.D.
University of Louisville, School of Medicine	1980-1983	Radiology, Diagnostic
Saint Louis University Hospitals	1983-1984	CT/Ultrasound
Vanderbilt University Medical Center	1992-1993	Neuroradiology

Work Experience

Advanced Diagnostic Imaging, PC, Radiologist	July 1, 1988 to present
NOL, LLC d/b/a Premier Radiology, Radiologist	July 1, 1988 to present
Medical Center at Bowling Green, KY, Radiologist	June 1, 1984 –June 30, 1988

Facility Affiliations

Williamson Medical Center
Skyline Medical Center
Hendersonville Medical Center
RADS of America, LLC d/b/a Premier Radiology Pain Management Center
University Medical Center
Horizon Medical Center
Middle TN Mental Health Institute
Kindred Hospital
Baptist Women's Health Center, LLC d/b/a The Center for Spinal Surgery

License & Registrations

State	License #	Issue Date
TN	19295	November 1, 1988
KY	21615	August 6, 1981
AL	SP.16	October 24, 2007
CO	45569	April 24, 2007
WA	00047626	November 14, 2006

Board Certification

American Board of Radiology Radiology, Diagnostic June 1984

Society Memberships

American College of Radiology
Radiological Society of North America
American Society of Neuroradiology Senior Member
American Roentgen Ray Society
International Spine Intervention Society

Curriculum Vitae

Personal

Name: Marc Gregory Soble, M.D.
Address: 9610 Lineberger Court
Brentwood, TN 37027
Home Phone: (615) 776-7327
Cell Phone: (615) 653-1023
Email: mlgi89@comcast.net
Date of Birth: November 6, 1958
Place of Birth: Bryn Mawr, Pennsylvania
Marital Status: Married

Present Position:

12/02-Present Partner, Advanced Diagnostic Imaging
3024 Business Park Circle
Goodlettsville, Tn.

12/02- Present Partner, Premier Radiology
Nashville, Tn.

Previous Positions:

8/01-12/02 Chief Radiologist-Wellscreen Screening CT Centers-Baltimore, Md.

7/91-12/02 Partner- Quantum Imaging and Therapeutic Associates- Lewisberry, Pa.

1/97-12/01 Director and Secretary- Board of Directors- Quantum Imaging and Therapeutic Associates- Lewsiberry, Pa.

6/05- 7/07 Chief of Radiology, Skyline Medical Center
3441 Dickerson Pike- Nashville, TN

Prior Post Graduate Education

Fellowship 7/90-6/91 CT/US/MRI
University of Michigan
Department of Radiology

		University of Michigan Medical Center University Hospital 1500 E. Medical Center Drive Ann Arbor, MI 48109 (313) 935-4491
Residency	7/86-6/90	Diagnostic Radiology Bridgeport Hospital Department of Radiology 267 Grant Street/Box 50000 Bridgeport, CT 06610 (203) 384-3169
Internship	7/85-6/86	Internal Medicine St. Vincent Hospital Worcester, MA

Education

Medical School	8/81-5/85	Georgetown University M.D.
Undergraduate	9/77-5/79 9/80-5/81	Lafayette College B.A. Chemistry Cum Laude Freshman Chemistry Achievement Award
	8/79- 5/80	Georgetown University Visiting Student

Research Positions

7/79-8/80 National Institute of Mental Health

Assisted with development of radioimmunoassay of endogenous opioids in human plasma.

Assisted with investigation of relationship of endogenous plasma levels to psychiatric illness.

Original Research: Investigation of relationship of endogenous opioid plasma levels to acute ethanol intoxication.

Medical License

TN	11/02 - Present	ID	01/07 - Present
KY	11/03 - Present	GA	02/07 - Present
ME	12/06 - Present	AL	10/07 - Present

Specialty Certification

Certified by American Board of Radiology-6/90
Radiology Written Examination 10/89 (Physics 92%/ Diagnostic 80%)

Society Memberships

RSNA
ACR
SCCT

Publications and Research

Soble, M., Kaye, A., Guay, R. Rotator Cuff Tear: Clinical Experience with Sonographic Detection. Radiology 1989: 173; 319-321.

Cardi, P., Soble, M., Heller, C. Atypical Presentation of Testicular Carcinoma. AJR 1988:151; 200.

Naber, D., Soble, M., Pickar, D. Ethanol Increases Opioid Activity in Normal Volunteers. Pharmacopsychiatria 1981:1:160-191.

Naber, D., Pickar, D, Dione, B., Bowie, D., Ewels, B., Moody, S., Soble, M., Pert, C. Assay of Endogenous Opiate Receptor Ligands in Human CSF and Plasma. Sub. Alch. Actions/Misuse. 1980:1; 83-91.

Oral Presentation

Sonographic Detection of Rotator Cuff Tear: Clinical Experience. RSNA, 11/88, Chicago, IL.

Sonographic Examination of Rotator Cuff. Bridgeport Hospital Scientific Symposium, 3/89, Bridgeport, CT.

Patents

Device to Aid in Interpretation Mammograms-utility patent 7/99.

Skills

General Radiology (CT/US)
MRI (Neuro/MSK/Body/Breast)
Mammography
PET
Computed Tomography Angiography (CTA)
Level II- Cardiac CCTA October 2007

CURRICULUM VITAE

NAME: James Centre King III, M.D.

ADDRESS:

Residence: 4004 Iroquois Avenue
Nashville, TN 37205
Phone: (615) 665-7071

Business: Advanced Diagnostic Imaging
3024 Business Park Circle
Goodlettsville, TN 37072

PERSONAL INFORMATION:

Birthplace and Date: Nashville, Tennessee
December 29, 1960

Citizenship: United States of America

Marital Status: Married

EDUCATION:

Vanderbilt University — 1979-1983
Nashville, Tennessee
B.A. Molecular Biology
(summa cum laude)

Vanderbilt University — 1983-1987
School of Medicine
Nashville, Tennessee
M.D.

Revised December 2007

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POSTDOCTORAL TRAINING:

Residency:	Vanderbilt University School of Medicine Nashville, Tennessee (Internal Medicine)	1987-1988
	Vanderbilt University School of Medicine Nashville, Tennessee (Diagnostic Radiology)	1988-1992
	Chief Resident	1991-1992
Fellowship:	Bowman Gray School of Medicine Winston-Salem, North Carolina (Neuroradiology)	1992-1994

UNIFORMED SERVICE:	Tennessee Air National Guard Flight surgeon, 118th Tactical Hospital Highest Rank Attained: Major	1988-1993
	Honor graduate U.S.A.F. Aerospace Medicine Primary Course	1990

CERTIFICATION:	American Board of Radiology	June 1992
	National Board of Medical Examiners	July 1988
	Certificate of Added Qualification Neuroradiology	1995 - 2005 2007 - 2017

PROFESSIONAL LICENSURE:	Tennessee (#MD019019)	7/8/1988 – present
	Kentucky (#27053)	2/15/1990 – present

Colorado (DR-44823)	7/6/2006 – present
Washington (MD00046988)	8/11/2006 – present
Georgia (058976)	2/2/2007 - present
Idaho (M9784)	1/2/2007 – present
Maine (017311)	12/6/2006 – present
Louisiana	3/17/2008 - present
Alabama	11/29/2007 - present
Arkansas	Pending
North Carolina (35947)	9/19/92 - 7/20/95

EMPLOYMENT:

Radiologist — 1994 - present
Executive Committee Member — 2000 - present
Advanced Diagnostic Imaging, PC
Goodlettsville, Tennessee

PROFESSIONAL MEMBERSHIPS:

Radiological Society of North America	1992 – present
American College of Radiology	1992 – present
American Roentgen Ray Society	1992 – present
American Society of Neuroradiology (Senior member)	1994 – present
Middle Tennessee Radiological Society President, May 1998 – April 1999	1994 – 2000

GRANTS:

Berlex Laboratories
February 1, 1993 - June 30, 1994
$36,576
Subinvestigator

"The Evaluation of the Safety and Efficacy of Intravenous Gadopentetate Dimeglumine at 0.3 mmol/kg Body Weight in Adult Patients with Known Primary Carcinoma Who Have a Definite or Suspected Metastatic Lesion(s) of the Central Nervous System."

LECTURES, SPEECHES & PRESENTATIONS:

1. **King JC**, Mathews VP, Williams DW, Ginsberg LE, Keyes JW Jr, Greven KM. CT and PET features of large metastatic lymph nodes of the neck. Presented at the 31st Annual Meeting of the American Society of Neuroradiology, Vancouver, British Columbia, May 16, 1993.

2. **King JC**. Imaging evaluation of cerebral ischemia. Presented to the North Carolina Society of Radiologic Technologists, High Point, North Carolina, September 18, 1993.

3. **King JC**, Mathews VP, Elster AD, Hamilton CA, Strottmann JM. Cranial MR imaging using magnetization transfer contrast: appearance of normal structures before and after gadolinium. Presented at the 79th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, December 1, 1993.

4. Mathews VP, **King JC**, Elster AD, Hamilton CA, Strottmann JM. Magnetization transfer and high-dose gadolinium in MR of acute cerebral infarction. Presented by VP Mathews at the 79th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, December 2, 1993.

5. Ginsberg LE, Stump DA, **King JC**, Deal DD, Moody DM. In vitro sonographic air emboli detection: glass versus plastic syringes and implications for neuroangiography. Presented by LE Ginsberg at the 79th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, December 1, 1993.

6. Ulmer JL, Elster AD, Mathews VP, **King JC**. The "wide canal sign": evaluation of a method for distinguishing degenerative and isthmic spondylolisthesis on sagittal MR images. Presented by JL Ulmer at the annual meeting of the American Roentgen Ray Society, New Orleans, Louisiana, April 24 - 29, 1994.

7. Mathews VP, Ulmer JL, Hamilton CA, **King JC**, Reboussin DM, Elster AD. Combined effects of magnetization transfer and gadolinium on intracranial MR angiography. Presented by VP Mathews at the 32nd Annual Meeting of the American Society of Neuroradiology, Nashville, Tennessee, May 3 - 7, 1994.

LECTURES, SPEECHES & PRESENTATIONS (continued):

8. Mathews VP, Ulmer JL, Hamilton CA, Reboussin DM, **King JC**, Elster AD. Intracranial vessel visualization with MR angiography: synergism of magnetization transfer and gadolinium Presented by VP Mathews at the 80th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, November 27 - December 2, 1994.

9. McLean FM, Mathews VP, **King JC**, Moody DM. Bilateral hemispheric enhancement of MR after seizure. Presented by FM McLean at the 80th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, November 27 - December 2, 1994.

10. Ulmer JL, Mathews VP, Elster AD, **King JC**. Lumbar spondylolysis: ancillary observations on MR imaging. Presented by JL Ulmer at the 80th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, November 27 - December 2, 1994.

11. Ulmer JL, Mathews VP, Elster AD, **King JC**. Lumbar spondylolysis without spondylolisthesis: recognition of isolated posterior element subluxation on sagittal MR imaging. Presented by JL Ulmer at the 80th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, November 27 - December 2, 1994.

12. **King JC**. Imaging manifestations of stroke. Presented by JC King at the Nashville Memorial Hospital Brain Attack Seminar, Nashville, Tennessee April 29, 1995.

SCIENTIFIC EXHIBITS:

1. Holbrook JT, **King JC**, Creasy J, Kessler R, Kerner T. Perspective coronal view of the base of the skull and temporal bone. The 76th Scientific Assembly of the Radiological Society of North America, November 24 - 30, 1990.

2. Holbrook JT, **King JC**, Creasy J, Kessler R, Wood R. Perspective coronal CT and MR view of the base of the skull and temporal bone. The 77th Scientific Assembly of the Radiological Society of North America, December 1 - 6, 1991.

3. Mathews VP, **King JC**, Elster AD, Ulmer JL, Hamilton CA. Combined effects of magnetization transfer and gadolinium in MR imaging. The 79th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, November 28 - December 3, 1993.
   Received the Cum Laude Award.

4. Mathews VP, **King JC**, Elster AD, Ulmer JL, Hamilton CA. Combined effects of magnetization transfer and gadolinium in MR imaging. The annual meeting of the American Roentgen Ray Society, New Orleans, Louisiana, April 24 - 29, 1994.
   Received Gold Medal Award as the best scientific exhibit.

5. Mathews VP, **King JC**, Elster AD, Ulmer JL, Hamilton CA. Combined effects of magnetization transfer and gadolinium in MR imaging. The 32nd Annual Meeting of the American Society of Neuroradiology, Nashville, Tennessee, May 3 - 7, 1994.
   Received the Summa Cum Laude Award.

6. McLean FM, Mathews VP, **King JC**. Bilateral hemispheric blood-brain barrier breakdown on enhanced MR after seizure. The 32nd Annual Meeting of the American Society of Neuroradiology, Nashville, Tennessee, May 1994.

BIBLIOGRAPHY

Journal Articles:

1. Carroll FE, Parker RE, Loyd JE, Holburn GE, **King JC**, Roos CF, Erikson J. Inexpensive, air-driven ventricular assist or replacement device for use in MR research. Invest Radiol 1990; 25:579-582.

2. Kwon TK, **King JC**, Jeanty J. Acrania: review of 14 cases. The Fetus 1991; 1(1).

3. Elster AD, **King JC**, Mathews VP, Hamilton CA, Strottmann JM. Cranial MR imaging with magnetization transfer contrast: appearance of normal structures before and after administration of gadolinium. Radiology 1993; 189(P):241

4. Mathews VP, **King JC**, Elster AD, Hamilton CA. Cerebral infarction: effects of dose and magnetization transfer saturation at gadolinium-enhanced MR imaging. Radiology 1994; 190:547-552.

5. Elster AD, **King JC**, Mathews VP, Hamilton CA. Cranial tissues: appearance at gadolinium-enhanced and nonenhanced MR imaging with magnetization transfer contrast. Radiology 1994; 190:541-546.

6. Elster AD, Mathews VP, **King JC**, Hamilton CA. Improved detection of gadolinium enhancement using magnetization transfer imaging. Neuroimaging Clinics of North America 1994; 4(1):185-192.

7. Ginsberg LE, Stump DA, **King JC**, Deal DD, Moody DM. Air embolus risk with glass versus plastic syringes: in vitro study and implications for neuroangiography. Radiology 1994; 191:813-816.

8. Ulmer JL, Elster AD, Mathews VP, **King JC**. The "wide canal sign": evaluation of a method for distinguishing degenerative and isthmic spondylolisthesis on sagittal MR images. AJR (in press).

2011 DEC 15 PM 3: 54

Abstracts:

1. **King JC**, Mathews VP, Williams DW, Ginsberg LE, Keyes JW Jr, Greven KM. CT and PET features of large metastatic lymph nodes of the neck. Proceedings of the 31st Annual Meeting of the American Society of Neuroradiology, Vancouver, 1993 May 16-20:52.

2. **King JC**, Mathews VP, Elster AD, Hamilton CA, Strottmann JM. Cranial MR imaging with magnetization transfer contrast: appearance of normal structures before and after administration of gadolinium. Radiology 1993; 189(P)(Suppl): 241.

3. Mathews VP, **King JC**, Elster AD, Hamilton CA, Strottmann JM. Combined effects of magnetization transfer and gadolinium in MR imaging. Radiology 1993; 189(P)(Suppl):394.

4. Mathews VP, **King JC**, Elster AD, Hamilton CA, Strottmann JM. Magnetization transfer and high-dose gadolinium in MR imaging of acute cerebral infarction. Radiology 1993; 189(P)(Suppl):294.

5. Ginsberg LE, Stump DA, **King JC**, Deal DD, Moody DM. In vitro sonographic air emboli detection: glass versus plastic syringes and implications for neuroangiography. Radiology 1993; 189(P)(Suppl):248.

COMMITTEES:

Member, Credentials Committee, Summit Medical Center	May 1996 - April 1997
Chairman, Credentials Committee, Summit Medical Center	May 1997 - April 1998
Chairman, Department of Radiology, Summit Medical Center	May 1998 - April 1999
Executive Committee, Advanced Diagnostic Imaging, P.C.	January 2000 - 2006

Curriculum Vitae
Himmelfarb, Elliot H (MD)

PERSONAL DATA

Date of Birth	11/20/1942 Brooklyn, NY
Marital Status	Married
Citizenship	USA
Social Security #	069-34-2255
Residence	802 Franklin Rd Brentwood, TN 37027
Primary Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615)370-3605 (Home) (615)851-6033 (615)851-2018
Federal Tax ID	62-0874165
UPIN	B02860
NPI	1710932017

EDUCATION

Undergraduate Rensselaer Polytechnic Institute Troy, NY	09/01/1959	-	06/30/1962
Medical State University of New York Brooklyn, NY MD Summa Cum Laude	09/01/1962	-	06/30/1966
Internship: Veterans Administration Hospital Brooklyn, NY	07/01/1966	-	06/30/1967
Residency: Kings County Hospital Brooklyn, NY	07/01/1967	-	06/30/1969
Residency: General Brooklyn Cumberland Medical Center Brooklyn, NY	07/01/1969	-	06/30/1970
Teaching Appointments: Instructor, Radiology - 7/1/70 to 6/30/71 State University of New York Brooklyn, NY	07/01/1970	-	06/30/1971

Teaching Appointments: Asst Rad Prof - 8/1/73 to 6/30/74 07/01/1970 - 12/31/1971
State University of New York
Brooklyn, NY

Teaching Appointments: Instructor, Radiology 7/1/70 to 6/30/71 07/01/1970 - 06/30/1971
Kings County Hospital
Brooklyn, NY

MILITARY EXPERIENCE

US Navy LT Commander

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging, PC 10/01/2003 - Present
3024 Business Park Circle
Goodlettsville, TN 37072

NOL, LLC d/b/a Premier Radiology 10/01/2003 - Present
28 White Bridge Rd Suite 111
Nashville, TN 37205

Elliot H. Himmelfarb, MD 09/01/1976 - 09/30/2003
1234 West Main Street PO Box 681708
Franklin, TN 370681709

Le Bonheur Children's Hospital 03/01/1975 - 10/01/1976
50 North Dunlap Street
Memphis, TN 38103

City of Memphis Hospital; John Gaston Hospital; now known as "The Med" Regional Medical Center 08/01/1973 - 10/01/1976
877 Jefferson Avenue
Memphis, TN 38103

Veterans Administration Medical Center 08/01/1973 - 10/01/1976
1030 Jefferson Avenue
Memphis, TN 38104

Nassau University (County) Medical Center 01/01/1973 - 08/01/1973
2201 Hempstead Turnpike
East Meadow, NY 11554

Long Beach Memorial Hospital 11/01/1971 - 08/01/1973
455 E Bay Drive
Long Beach, NY 11561

South Shore Hospital (used to be St. Johns Episcopal) 11/01/1971 - 08/01/1973
327 Beach 19th Street
Rockaway, NY 11691

HOSPITAL AFFILIATIONS

Affiliate 03/15/2011 - Present
Skyline Medical Center
Nashville, TN

Active 10/15/1976 - Present
Williamson Medical Center

Franklin, TN		
Provisional Williamson Surgery Center Franklin, TN	11/17/2009	- Present
Provisional Consulting Hickman Community Hospital Centerville, TN	03/06/2011	- Present
Provisional Hendersonville Medical Center Hendersonville, TN	02/08/2011	- Present
Associate Horizon Medical Center Dickson, TN	01/27/2011	- Present
Provisional Courtesy University Medical Center Lebanon, TN	10/14/2010	- Present

MEDICAL LICENSURE

TN	8191	07/09/1973	- Present
CA	G20172	04/07/1971	- Present
MS	6828	07/09/1971	- Present
NY	099241	07/14/1967	- 12/31/1988

DEA INFORMATION

Federal	AH5631800	09/23/2009	- Present

SPECIALTIES

Board Certified

American Board of Radiology	Radiology	06/12/1971	- Present

ASSOCIATIONS & AFFILIATIONS

AMA	Member	08/01/1973
Tennessee Medical Association	Member	08/01/1973
ACR	Member	

PUBLICATIONS

Article

- Sonographic Diagnosis of Seminal Vesical Cysts	03/01/1986
- Enee Arthrography	01/01/1979
- Radiologic Evaluation of Treatment of Advanced Carcinoma of the Prostate	03/01/1978
- The Radiologic Spectrum of Cardiopulmonary Amyloidosis Chest	09/01/1977

- Right Colon Adhesions Radiology 07/01/1976
- Pathology Correlatvie Study of Neovascularity 01/01/1976
- New Thoughts Concerning Xanthogranulomatous Pyielonephritis 09/01/1975
- Myelographic Appreance of Menigo Vascular Lymphoma Involving Cauda Equina 06/01/1975
- Roetngen Features of the Ask- Upmark Kidney 12/01/1974
- Unusual Roentgen Presentations of Multiple Myeloma 12/01/1974
- Unusual Bony Manifestations of Lymphoproliferative Disorder 09/01/1974
- Reduction of Inguinal Hernia "En Masse" 06/01/1974
- The Roentgen Features of Renal Carbuncle 12/01/1972
- Portacaval Shunt with Aterializtion of the Hepatic Portion of the Portal Vein 10/01/1972
- Post Traumatic Bronchoplueral Fistula 09/01/1972
- Renal Pelvic Carcinoma - An Ananglographic reevaluation 01/01/1972
- Measurement of Streaming Potentials of Mammalian Blood Vessels 01/01/1966
- Tennessee Medical Association Xray of the Mouth
- The Whirl Sign: A CT finding in Volvulus of the Large Bowel

Speech

- Studies of Streaming Potentials in Large Mammalian Blood Vessels in Vivo 01/01/1965

Michael C. Cian, M.D.

2011 DEC 15 PM 3:54

Home Address

111 Westhampton Place
Nashville, TN 37205
(615) 298-9714
cianmc@comcast.net

Business Office

Advanced Diagnostic Imaging, PC
3024 Business Park Circle
Goodlettsville, TN 37072
Phone (615) 851-6033; Fax (615) 851-2018

Education

Institution	Dates	Degree
Queens University	1986-1991	Bachelor of Science
New York Medical College	1992-1996	M.D.
Vanderbilt University	1996-2000	Diagnostic Radiology
UNC at Chapel Hill	2000-2001	Musculoskeletal Radiology

Academic Honors and Awards

Diagnostic Radiology Oral Boards, May 17, 2000 - Passed
Diagnostic Radiology Written Boards, September 16/17 1999 - Passed
percentile rank 80%
Diagnostic Radiology Physics Boards, September 17, 1999
percentile rank 99%

Work Experience

Advanced Diagnostic Imaging, Musculoskeletal Radiologist, June 20, 2001 to present
NOL, LLC d/b/a Premier Radiology, Musculoskeletal Radiologist, June 20, 2001 to present; Director of Hermitage Imaging Center location.

Facility Affiliations

Skyline Medical Center
Hendersonville Medical Center
Williamson County Medical Center
RADS of America, LLC d/b/a Premier Radiology Pain Management Center
University Medical Center
Horizon Medical Center
Middle TN Mental Health Institute
Kindred Hospital
Baptist Women's Health Center, LLC d/b/a The Center for Spinal Surgery

License & Registrations

State	License #	Issue Date
TN	30461	June 19, 1998
KY	36881	December 13, 2001
AL	28456	October 29, 2007
CO	45289	February 1, 2007
WA	00047267	November 6, 2006
GA	65095	September 2, 2010

Specialties

American Board of Radiology — Radiology, Diagnostic — May 2000

Society Memberships

American College of Radiology
Society of Skeletal Radiology
Radiological Society of North America
American Medical Association
American Journal of Radiology

CURRICULUM VITAE

MICHAEL J. LEVITT, MD

ADDRESS: 6401 Worchester Drive
Nashville, Tennessee 37221-3709

BUSINESS ADDRESS: 28 White Bridge Rd
Suite 110
Nashville, TN 37205

HOSPITAL ADDRESS: Nashville Memorial Hospital
612 West Due West Avenue
Madison, TN 37115

TELEPHONE: (home) (615)377-3368
(office) (615)356-1123
(hospital) (615)865-3463

CERTIFICATION and LICENSURE:

Diplomate, National Board of Medical Examiners, July 1987

Board Certified in Diagnostic Radiology, June 1981

Licensed in Kentucky, Tennessee and Georgia (inactive)

EDUCATION: MD Emory University School of Medicine, 1977
B.S. Emory University, 1973

INTERNSHIP and RESIDENCY:

Internship, Radiology Categorical Diversified,
Grady Memorial Hospital, Atlanta, Georgia, 1977-1978

Diagnostic Radiology Residency, Emory University
Affiliated Hospitals, Atlanta, Georgia 1978-1981

Chief Resident, Diagnostic Radiology, Emory University
Affiliated Hospitals, Atlanta, Georgia, 1980-1981

Fellowship, Interventional Radiology, Emory University Affiliated Hospitals 1981-1982

Fellowship, Neuroradiology, Vanderbilt University Medical Center 1991-1992

PRACTICE EXPERIENCE: Active Staff, Nashville Memorial Hospital, Madison, Tennessee 3/1991-present

Park View Medical Center, Nashville, Tennessee, active staff 11/11/1982-3/1991

West Side Hospital, Nashville, Tennessee, active staff 11/11/1982-3/1991

Tennessee Christian Medical Center, Madison, Tennessee active staff 11/11/1982-3/1991

Highland Hospital, Portland, Tennessee, active staff 1/1/1986-12/31/1987

Private CT office, Prestonsburg, Kentucky, locum tenens for KRON, Inc. 9/1982

Griffin – Spalding Hosptial, Griffin, Georgia, locum tenens 8/1982

Tanner Memorial Hospital, Carrollton, Georgia, locum Tenens 7/1982

Piedmont Hospital, Atlanta, Georgia, courtesy staff 1981-1982

Parkway Regional Hospital, Lithia Springs, Georgia, courtesy staff 1981-1982

Union County Hospital, Blairsville, Georgia, locum tenens 1981

MEMBERSHIPS:

American College of Radiology
Tennessee Medical Association
Davidson County Medical Society
Nashville Academy of Medicine
Radiological Society of North America

Personal and Professional references furnished upon request.

Curriculum Vitae

Joe M MacCurdy Jr, MD

PERSONAL DATA

Date of Birth	05/11/1964 Baton Rouge, LA
Marital Status	Married
Citizenship	USA
Residence	211 Gun Club Rd Nashville, TN 37205
Primary Office	Advanced Diagnostic Imaging 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615) 356-2555(Home) (615) 851-6033(Office) (615) 851-2018(Fax)
UPIN	F34128

EDUCATION

Undergraduate

Rhodes College — 08/31/1982 - 05/31/1986
Memphis, TN
BS

Medical School — 08/31/1986 - 05/05/1990
Louisiana State University, School of Medicine
New Orleans, LA
MD

Internship — 07/01/1990 - 06/30/1991
Bowman Gray School of Medicine
Winston-Salem, NC — Internal Medicine

Residency — 07/01/1991 - 06/30/1995
Medical College of Georgia
Augusta, GA — Radiology, Diagnostic

Fellowship — 07/01/1995 - 06/30/1996
University of Pittsburgh Medical Center
Pittsburgh, PA — Radiology, Interventional

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging 3024 Business Park Circle Goodlettsville, TN 37072	07/08/1996	- Present
Premier Radiology 28 White Bridge Rd Suite 111 Nashville, TN 37205	07/08/1996	- Present
Medical College of Georgia 1120 15th Street Augusta, GA 30912	07/01/1991	- 06/30/1995
North Carolina Baptist Hospital Medical Center Blvd Winston-Salem, NC 25157	06/01/1990	- 06/30/1991

SPECIALTIES

Board Certified

American Board of Radiology	Radiology, Diagnostic	06/07/1995 -

ASSOCIATIONS & AFFILIATIONS

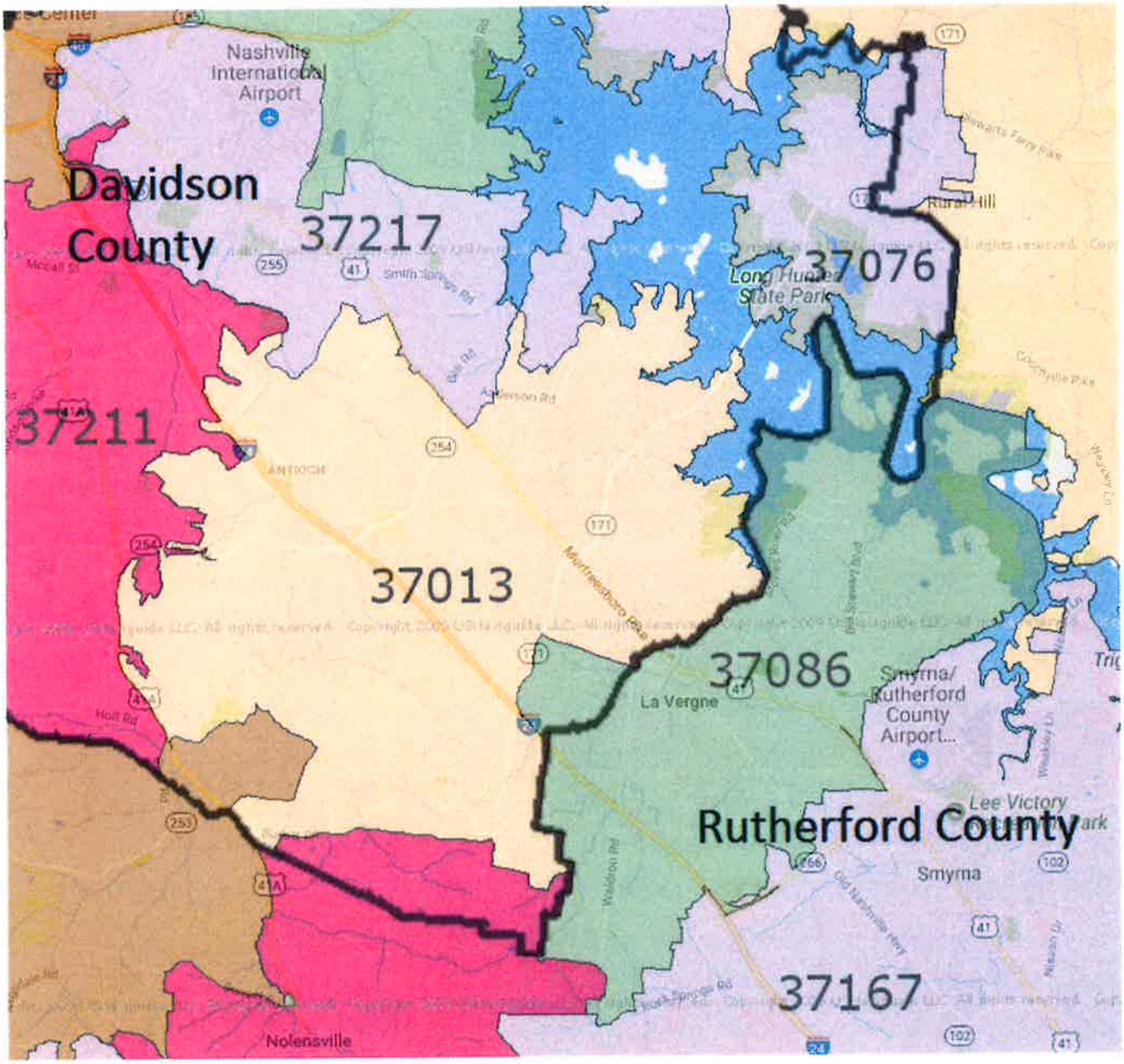
Society of Cardiovascular and Interventional Radiology	Member	01/01/1996 -
American College of Radiology	Member	01/01/1995 -
American Roentgen Ray Society	Member	01/01/1991 -
RSNA	Member	01/01/1991 -

Tab 13

Section B
Need, C

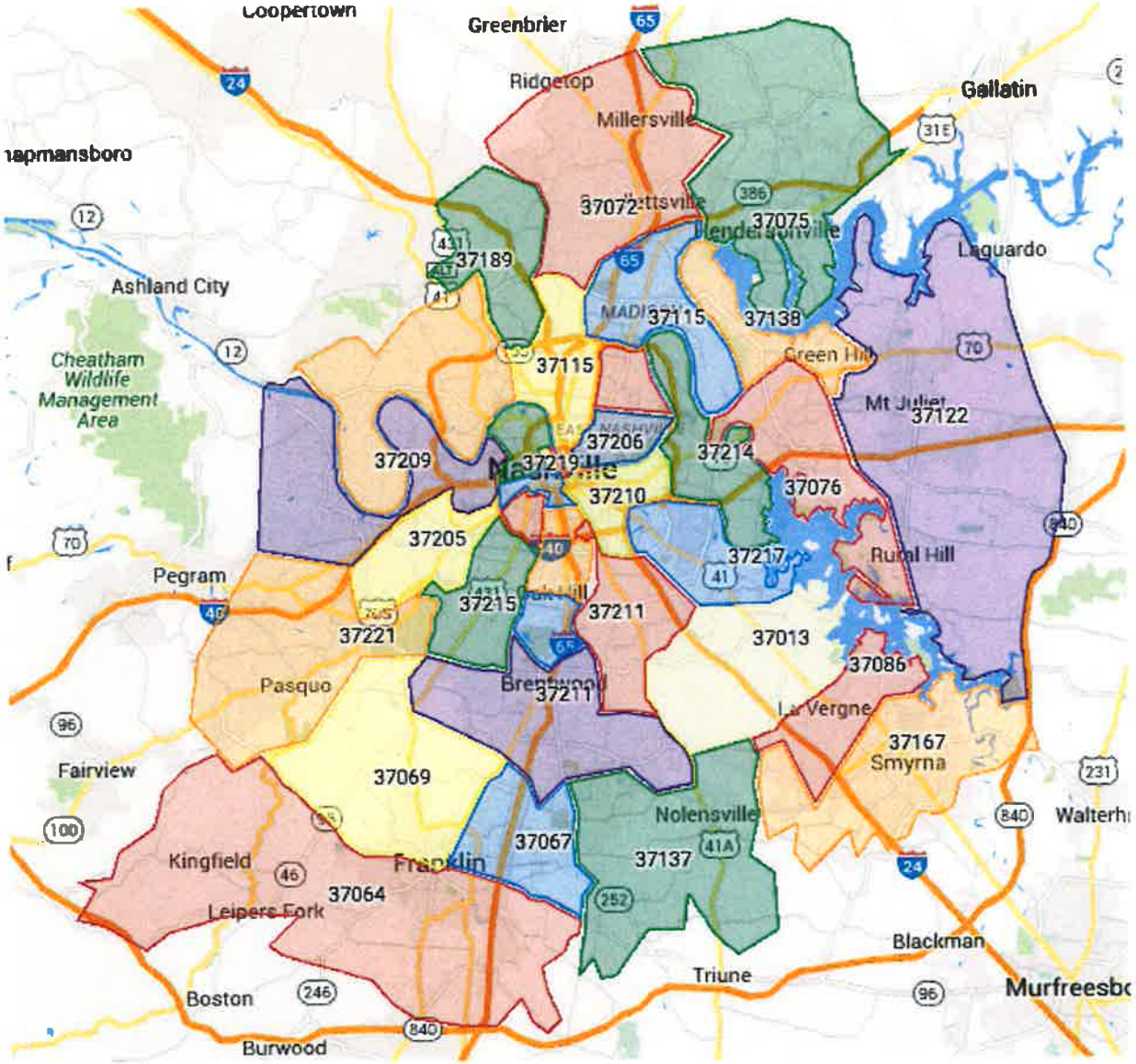
Service Area Map

Service Area by County and Zip Code



Service Area consists of three zip codes as shown in the map above:

- *37013 Antioch in Davidson County*
- *37217 Nashboro Village/Smith Springs in Davidson County, and*
- *37086 La Vergne in Rutherford County*


Coopertown
Greenbrier
Ridgetop
Millersville
Gallatin
apmansboro
37072
37075
37189
Laguardo
Ashland City
37115
37138
Cheatham Wildlife Management Area
37115
Green Hill
Mt Juliet
37122
37206
37214
37209
37219
37210
37076
37205
37217
Rural Hill
Pegram
37215
37211
37221
37013
37086
Pasquo
37211
La Vergne
37167
Smyrna
Fairview
37069
Nolensville
Walterh
37067
Kingfield
37137
37064
Leipers Fork
Blackman
Triune
Boston
Murfreesb
Burwood

LAKE
OBION
WEAKLEY
HENRY
STEWART
MONT-GOMERY
ROBERTSON
CHEAT-HAM
SUMNER
TROUS-DALE
MACON
CLAY
SCOTT
CAMPBELL
CLAIBORNE
HAN-COCK
HAWKINS
SULLIVAN
JOHNSON
HOUSTON
DICKSON
DAVID-SON
WILSON
SMITH
JACK-SON
OVER-TON
PICKETT
FENTRESS
MORGAN
UNION
GRAINGER
GREENE
WASH-INGTON
CAR-TER
UNICOI
HAM-BLEN
DYER
GIBSON
CARROLL
BENTON
HUMPH-REYS
WILLIAMSON
RUTHER-FORD
DEKALB
PUTNAM
WHITE
CUMBER-LAND
ANDER-SON
KNOX
JEFFER-SON
COCKE
LAUDER-DALE
CROC-KETT
HICKMAN
CAN-NON
WARREN
VAN BUREN
ROANE
LOU-DON
BLOUNT
SEVIER
HAY-WOOD
MADISON
HENDER-SON
DECATUR
PERRY
MAURY
MARSHALL
BEDFORD
BLEDSOE
RHEA
MEIGS
MONROE
TIPTON
LEWIS
MOORE
COFFEE
GRUNDY
SEQUA-CHIE
MCMINN
CHESTER
SHELBY
FAYETTE
HARDEMAN
MCNAIRY
HARDIN
WAYNE
LAWRENCE
GILES
LINCOLN
FRANKLIN
MARION
HAMILTON
BRAD-LEY
POLK

Tab 14

Section B

Need

Population Table Form

Tab 14 - Population Table Form

Demographic Variable/Geographic Area	Department of Health/Health Statistics							Bureau of Census - 2016				TennCare	
	Total Population Current Year - 2018	Total Population Projected Year - 2022	Total Population - % Change	Target Population (Age 65+)	Target Population (Age 65+) Projected Year 2022	Target Population % Change	Target Population Projected Year as % of Total	Median Age	Median Household Income	Persons Below Poverty Level	Persons Below Poverty Level as % of Total	TennCare Enrollees	TennCare Enrollees as % of Total
Davidson	698,061	730,404	4.63%	82,501	94,148	14.12%	12.89%	34.2	$50,484.00	N/A	17.7	137,832	19.74%
Rutherford	332,411	368,752	10.93%	35,379	44,630	26.15%	12.10%	32.9	$58,032.00	N/A	12.6	51,831	15.59%
State of TN Total	6,960,524	7,263,893	4.40%	1,133,722	1,362,320	20.20%	18.80%	38.5	$46,584.00	N/A	17.2	1,432,475	20.58%

Tab 15

Section B
Need, D(2)

Financial Assistance and Non-Discrimination Policies

Saint Thomas Health

Summary of Financial Assistance Policy

Updated July 2017

Saint Thomas Health has a commitment to and respect for each person's dignity with a special concern for those who struggle with barriers to access healthcare services. Saint Thomas Health has an equal commitment to manage its healthcare resources as a service to the entire community. In furtherance of these principles, Saint Thomas Health provides financial assistance for certain individuals who receive emergency or other medically necessary care from Saint Thomas Health. This summary provides a brief overview of Saint Thomas Health's Financial Assistance Policy.

Who Is Eligible?

You may be able to get financial assistance. Financial assistance is generally determined by your total household income as compared to the Federal Poverty Level. If your income is less than or equal to 250% of the Federal Poverty Level, you will receive a 100% charity care write-off on the portion of the charges for which you are responsible. If your income is above 250% of the Federal Poverty Level but does not exceed 400% of the Federal Poverty Level, you may receive discounted rates on a sliding scale. Patients who are eligible for financial assistance will not be charged more for eligible care than the amounts generally billed to patients with insurance coverage.

What Services Are Covered?

The Financial Assistance Policy applies to emergency and other medically necessary care. These terms are defined in the Financial Assistance Policy. Elective services are not covered by the Financial Assistance Policy.

How Can I Apply?

To apply for financial assistance, you typically will complete a written application and provide supporting documentation, as described in the Financial Assistance Policy and the Financial Assistance Policy application.

How Can I Get Help with an Application?

For help with a Financial Assistance Policy application, you may contact a member of our Financial Assistance Team at one of the numbers below based on the specific facility.

How Can I Get More Information?

Copies of the Financial Assistance Policy and Financial Assistance Policy application form are available at http://www.sthealth.com/patients-and-visitors/financial-assistance and at the specific contacts below. Free copies of the Financial Assistance Policy and Financial Assistance Policy application also can be obtained by mail by at P. O. Box 380 Nashville, TN 37202. Additional information about the Financial Assistance Policy also is available by facility at the specific contacts below.

What If I Am Not Eligible?

If you do not qualify for financial assistance under the Financial Assistance Policy, you may qualify for other types of assistance. For more information, please contact our Financial Assistance Team at one of the numbers below based on the specific facility.

Financial Assistance Contact Information

Saint Thomas Midtown Hospital	615-284-5340
Saint Thomas Rutherford Hospital	615-222-6638
Saint Thomas West Hospital	615-222-6638
Saint Thomas Dekalb Hospital	615-215-5338
Saint Thomas Stones River Hospital	615-215-5338
Saint Thomas Highlands Hospital	931-738-4138
Saint Thomas River Park Hospital	931-815-4107
Saint Thomas Hickman Hospital	931-729-4271
Saint Thomas Hospital for Specialty Surgery	615-341-7480
Saint Thomas Medical Partners	800-566-5050
Saint Thomas Emergency Medical Services	877-664-4076
Saint Thomas LabPlus	615-284-2773
Saint Thomas Center for Sleep	615-284-7537
Baptist Ambulatory Surgery Center	615-321-7730

Translations of the Financial Assistance Policy, the Financial Assistance Policy application, and this plain language summary are available in the following languages upon request:

Spanish

Arabic

Vietnamese

Chinese

Laotian

Saint Thomas Health

Origination:	*07/2003*
Last Reviewed:	*08/2017*
Last Revised:	*08/2017*
Next Review:	*08/2020*
Owner:	*Andrew Gwin: Sr Dir Revenue Cycle-Regn Lead*
Section/Dept:	*Finance*
References:	
Applicability:	*Saint Thomas Health Saint Thomas_Hospital for Specialty Surgery*

Financial Assistance & Discount Policy for Uninsured or Underinsured, SP-10

POLICY:

It is the policy of Saint Thomas Health (the "Organization") to ensure a socially just practice for providing emergency or other medically necessary care at the Organization's facilities. This policy is specifically designed to address the financial assistance eligibility for patients who are in need of financial assistance and receive care from the Organization.

A. All financial assistance will reflect our commitment to and reverence for individual human dignity and the common good, our special concern for and solidarity with persons living in poverty and other vulnerable persons, and our commitment to distributive justice and stewardship.

B. This policy applies to all emergency and other medically necessary services provided by the Organization, including employed physician services and behavioral health. This policy does not apply to payment arrangements for elective procedures or other care that is not emergency care or otherwise medically necessary.

C. The List of Providers Covered by the Financial Assistance Policy provides a list of any providers delivering care within the Organization's facilities that specifies which are covered by the financial assistance policy and which are not.

DEFINITIONS:

For the purposes of this Policy, the following definitions apply:

- "**501(r)**" means Section 501(r) of the Internal Revenue Code and the regulations promulgated thereunder.
- "**Amount Generally Billed**" or "**AGB**" means, with respect to emergency or other medically necessary care, the amount generally billed to individuals who have insurance covering such care.
- "**Community**" means the fourty-five (45) Counties of Middle Tennessee which include: Bedford, Benton, Cannon, Cheatham, Clay, Coffee, Cumberland, Davidson, Decatur, DeKalb, Dickson, Fentress, Franklin, Gile, Grundy, Hardin, Henry, Hickman, Houston, Humphreys, Jackson, Lawrence, Lewis, Lincoln, Macon, Marshall, Maury, Montgomery, Moore, Overton, Perry, Pickett, Putnam, Robertson, Rutherford, Smith, Stewart, Sumner, Trousdale, Van Buren, Warren, Wayne, White, Williamson and Wilson. As well as the following Counties in Kentucky: Allen, Barren, Butler, Caldwell, Calloway, Christian, Crittenden, Edmondson, Graves, Hart, Hopkins, Livingston, Logan, Lyon, Marshall, McCraken, Metcalfe, Monroe,

Muhlenberg, Simpson, Todd, Trigg, Warren, Webster.

- "**Emergency Care**" means care to treat a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention may result in serious impairment to bodily function, serious dysfunction of any bodily organ or part, or placing the health of the individual in serious jeopardy.
- "**Medically Necessary Care**" means care that is determined to be medically necessary following a determination of clinical merit by a licensed provider. In the event that care requested by a Patient covered by this policy is determined not to be medically necessary by a reviewing physician, that determination also must be confirmed by the admitting or referring physician.
- "**Organization**" means Saint Thomas Health.
- "**Patient**" means those persons who receive emergency or medically necessary care at the Organization and the person who is financially responsible for the care of the patient.

FINANCIAL ASSISTANCE PROVIDED:

Financial assistance described in this section is limited to Patients that live in the Community:

A. Patients with income less than or equal to 250% of the Federal Poverty Level ("FPL"), will be eligible for 100% charity care write off on that portion of the charges for services for which the Patient is responsible following payment by an insurer, if any.

B. At a minimum, Patients with incomes above 250% of the FPL but not exceeding 400% of the FPL, will receive a sliding scale discount on that portion of the charges for services provided for which the Patient is responsible following payment by an insurer, if any. A Patient eligible for the sliding scale discount will not be charged more than the calculated AGB charges. The sliding scale discount is as follows:

   - Patients between 251% FPL and 300% FPL will receive 95% assistance
   - Patients between 301% FPL and 350% FPL will receive 90% assistance
   - Patients between 351% FPL and 400% FPL will receive 85% assistance

C. Patients with demonstrated financial needs with income greater than 400% of the FPL may be eligible for consideration under a "Means Test" for some discount of their charges for services from the Organization based on a substantive assessment of their ability to pay. Saint Thomas Health will consider Medical Indigence for applicants exceeding 400% of the FPL. When the total outstanding medical debt exceeds the gross household income for the past year the patient will be eligible for financial assistance not to exceed a 95% write off. A Patient eligible for the "Means Test" discount will not be charged more than the calculated AGB charges.

D. For a Patient that participates in certain insurance plans that deem the Organization to be "out-of-network", the Organization may reduce or deny the financial assistance that would otherwise be available to Patient based upon a review of Patient's insurance information and other pertinent facts and circumstances.

E. Patients that are eligible for 100% charity care may be charged a nominal flat fee of up to $20.00 per service received from Saint Thomas Medical Partners practices.

F. Eligibility for financial assistance may be determined at any point in the revenue cycle and may include the use of presumptive scoring to determine eligibility notwithstanding an applicant's failure to complete a financial assistance application ("FAP Application").

G. For the purposes of helping patients that need financial assistance, Saint Thomas Health may utilize a third-party to review patient's information to assess financial need. This review utilizes a healthcare

industry recognized, predictive model that is based on public record databases. The model incorporates public record data to calculate a socio-economic and financial capacity score that includes estimates for income, assets and liquidity. The model's rule set is designed to assess each patient to the same standards and is calibrated against historical financial assistance approvals for the Health Ministry. The predictive model enables Saint Thomas Health to assess whether a patient is characteristic of other patients who have historically qualified for financial assistance under the FAP Application.

H. After efforts to confirm coverage availability, the predictive model provides a systematic method to grant presumptive financial assistance to patients with appropriate financial needs. When predictive modeling is the basis for presumptive eligibility, an appropriate discount based upon the score will be granted for eligible services for retrospective dates only. For those patients not awarded 100% charity care, a letter should be generated notifying the patient of the level of financial assistance awarded and giving instructions on how to appeal the decision.

I. In the event a patient does not qualify under the presumptive eligibility rule set, the patient may still be considered for financial assistance pursuant to a FAP application.

J. In addition to the use of the predictive model outlined above, presumptive financial assistance should also be provided at the 100% charity care level in the following situations:

1. Deceased patients where Saint Thomas Health has verified there is no estate and no surviving spouse.
2. Patients who are eligible for Medicaid from another state in which Saint Thomas Health is not a participating provider and does not intend to become a participating provider.
3. Patients who qualify for other government assistance programs, such as food stamps, subsidized housing, and Women's Infants and Children's Program (WIC).

K. Eligibility for financial assistance must be determined for any balance for which the patient with financial need is responsible.

L. The process for Patients and families to appeal an Organization's decisions regarding eligibility for financial assistance is as follows:

1. Financial Assistance Appeals may be sent to Saint Thomas Health Financial Assistance Department P O. Box 380 Nashville, TN 37202. Patients should provide any additional documentation to support their reason for appeal.
2. All appeals will be considered by Saint Thomas Health's 100% charity care and financial assistance appeals committee, and decisions of the committee will be sent in writing to the Patient or family that filed the appeal.

OTHER ASSISTANCE FOR PATIENTS NOT ELIGIBLE FOR FINANCIAL ASSISTANCE:

Patients who are not eligible for financial assistance, as described above, still may qualify for other types of assistance offered by the Organization. In the interest of completeness, these other types of assistance are listed here, although they are not need-based and are not intended to be subject to 501(r) but are included here for the convenience of the community served by Saint Thomas Health.

A. Uninsured Patients who are not eligible for financial assistance will be provided a discount based on the discount provided to the highest-paying payor for that Organization. The highest paying payor must account for at least 3% of the Organization's population as measured by volume or gross patient

revenues. If a single payor does not account for this minimum level of volume, more than one payor contract should be averaged such that the payment terms that are used for averaging account for at least 3% of the volume of the Organization's business for that given year.

B. Notwithstanding anything to the contrary in this policy, in no event will an uninsured patient be charged more than 175% of the cost of the services received, calculated pursuant to T.C.A. 68-11-262, as amended from time to time.

C. Uninsured and insured Patients who are not eligible for financial assistance may receive a prompt pay discount. The prompt pay discount may be offered in addition to the uninsured discount described in the immediately preceding paragraph.

LIMITATIONS ON CHARGES FOR PATIENTS ELIGIBLE FOR FINANCIAL ASSISTANCE:

Patients eligible for Financial Assistance will not be charged individually more than AGB for emergency and other medically necessary care and not more than gross charges for all other medical care. The Organization calculates one or more AGB percentages using the "look-back" method and including Medicare fee-for-service and all private health insurers that pay claims to the Organization, all in accordance with 501(r). A free copy of the AGB calculation description and percentage(s) may be obtained by writing P. O. Box 380 Nashville, TN 37202.

APPLYING FOR FINANCIAL ASSISTANCE AND OTHER ASSISTANCE:

A Patient may qualify for financial assistance through presumptive scoring eligibility or by applying for financial assistance by submitting a completed FAP Application. A Patient may be denied financial assistance if the Patient provides false information on a FAP Application or in connection with the presumptive scoring eligibility process. The FAP Application and FAP Application Instructions are available at http://www.sthealth.com/patients-and-visitors/financial-assistance , by writing to Saint Thomas Health Financial Assistance Department P O. Box 380 Nashville, TN 37202 and at the specific contacts below.

Saint Thomas Midtown Hospital	615-284-5340
Saint Thomas Rutherford Hospital	615-222-6638
Saint Thomas West Hospital	615-222-6638
Saint Thomas Dekalb Hospital	615-215-5338
Saint Thomas Stones River Hospital	615-215-5338
Saint Thomas Highlands Hospital	931-738-4138
Saint Thomas River Park Hospital	931-815-4107
Saint Thomas Hickman Hospital	931-729-4271
Saint Thomas Hospital for Specialty Surgery	615-341-7480
Saint Thomas Medical Partners	800-566-5050
Saint Thomas Emergency Medical Services	877-664-4076

Saint Thomas LabPlus	615-284-7335
Saint Thomas Center for Sleep	615-284-7537
Baptist Ambulatory Surgery Center	615-321-7730

BILLING AND COLLECTIONS:

The actions that the Organization may take in the event of nonpayment are described in a separate billing and collections policy. A free copy of the billing and collections policy may be obtained by writing P. O. Box 380 Nashville, TN 37202.

INTERPRETATION:

This policy is intended to comply with 501(r), except where specifically indicated. This policy, together with all applicable procedures, shall be interpreted and applied in accordance with 501(r) except where specifically indicated.

APPLICABILITY TO CO-SPONSORED ENTITIES:

Saint Thomas Health

RELATED DOCUMENTS:

- Exhibit A - List of Providers Covered Under the Financial Assistance Policy
- Exhibit B - Amount Generally Billed Calculation

All revision dates: 08/2017, 06/2016, 12/2014, 06/2009, 07/2006, 11/2004

Attachments:

Exhibit A - List of Providers Covered by the Financial Assistance Policy.docx
Exhibit B - Amount Generally Billed Calculation.docx

Approval Signatures

Step Description	Approver	Date
SLT & Legal	Marla King: Exec Dir Support Svcs [KG]	08/2017
MEC	Dr. Carl Hampf: Chief Medical Officer	08/2017
PQS	Kathy Watson: Chief Nursing Officer [LP]	07/2017
	Lisa Davis: CFO-Mnstry Mkt Tennessee	07/2017
	Andrew Gwin: Sr Dir Revenue Cycle-Regn Lead	07/2017

COPY

Saint Thomas Health

Dear Patient,

Thank you for choosing Saint Thomas Health for your healthcare needs. It is our mission and privilege to offer financial assistance to our patients.

At your request we have provided the attached financial assistance application. Please complete both sides, including your signature and date before returning it to the appropriate address, email, or fax number based on where services were provided.

Along with the application, please submit at least **one** of the following items as your proof of income. If you are married or have lived with a significant other for six (6) months or longer, proof of income will also be required from them before the application can be processed.

- Copies of your 3 most recent pay stubs showing total earnings (before taxes). **–OR-**
- Complete copy of your most recent tax return; if self-employed, please include **ALL** schedules. **–OR-**
- Copy of current Social Security, Pension/Retirement Award Letter OR Bank Statement showing Social Security, Pension/Retirement Deposit OR Copy of most recent Social Security, Pension/Retirement Check **–OR-**
- All students age 25 and younger must supply copies of their parent's most recent tax form if they were listed as a dependent on their parent's taxes. **–OR-**
- Other: If you receive assistance from or live in the home with family or friends please have them complete the attached form labeled "Letter of Support". This will NOT make them responsible for your medical bill. This is will only serve to show how you are able to afford living expenses If you receive no assistance the Letter of Support does not need to be completed.

The completed application along with proof of income must be received for consideration. Incomplete applications will not be processed.

For the phone number of your provider or address where applications should be submitted please refer to the reverse side of this page.

Sincerely,

Patient Financial Services
Saint Thomas Health

Provider Name	Phone Number	Address	Fax Number	Email Address
Saint Thomas West	(615) 222-6638	STHe Financial Asst. PO Box 380 Nashville, TN 37202	(615) 222-7700	
Saint Thomas Midtown	(615) 284-5340	STHe Financial Asst. PO Box 380 Nashville, TN 37202	(615) 222-7700	
Saint Thomas Rutherford	(615) 222-6638	STHe Financial Asst. PO Box 380 Nashville, TN 37202	(615) 222-7700	
Saint Thomas Medical Partners (Physicians)	(844) 686-2555	STHe Financial Asst. 10330 N. Meridian #200 Indianapolis, IN 46290	(317) 583-2753	
Saint Thomas Highlands	(931) 738-4138	STHe Financial Asst. 401 Sewell Drive Sparta, TN 38583	(615) 215-5695	
Saint Thomas Dekalb	(615) 215-5338	STHe Financial Asst. 520 West Main Street Smithville, TN 37166	(615) 215-5695	
Saint Thomas River Park ***Dates of Service BEFORE September 1, 2016***	(931) 815-4107	Attn: Support Services 552 Metroplex Drive Nashville, TN 37211		
Saint Thomas River Park ***Dates of Service AFTER September 1, 2016***	(931) 815-4107	STHe Financial Asst. PO Box 380 Nashville, TN 37202	(615) 222-7700	
Saint Thomas Stones River	(615) 215-5338	STHe Financial Asst. 324 Doolittle Road Woodbury, TN 37190	(615) 215-5695	
Saint Thomas Hickman	(931) 729-6800	STHe Financial Asst. 135 E. Swan Street Centerville, TN 37033		
Lab Plus	(615) 284-2773	Lab Plus LLC Attn: Hilda Bishop 2000 Church Street Nashville, TN 37236		
Saint Thomas Center for Specialty Surgery	(615) 341-7500	STHe Financial Asst. 2011 Murphy Ave Suite 400 Nashville, TN 37203		STHSSFinAssist@uspi.com
Saint Thomas EMS	(877) 664-4076	STHe Financial Asst. PO Box 681787 Franklin, TN 37064	(615) 236-4040	
Baptist Ambulatory Surgery Center	(615) 321-7730	STHe Financial Asst. 312 21st Ave. North Nashville, TN 37203		
Saint Thomas Center for Sleep	(615) 222-6638	STHe Financial Asst. PO Box 380 Nashville, TN 37202	(615) 222-7700	

Saint Thomas Health

Financial Assistance Application Form

All Fields are Required to be completed

Type of Financial Assistance Requested: Charity ☐ Pre-Qualification ☐

Requested Provider/Facility:

Medical Record No.	
Account No.	

PATIENT INFORMATION (PLEASE PRINT)

Patient Name	Birth Date	Marital Status	Sex	Telephone No.
Address	City	State	Zip	Email Address
Social Security Number	Employer		Employment Status	How Many Hours/Week
Employer Address	City	State	Zip	Telephone No.

RESPONSIBLE PARTY'S / GUARANTOR'S INFORMATION (Leave Blank if Same as Above)

Name	Birth Date	Marital Status	Sex	Telephone No.
Address	City	State	Zip	Email Address
Social Security Number	Employer		Employment Status	How Many Hours/Week
Employer Address	City	State	Zip	Telephone No.

RESPONSIBLE PARTY SPOUSE INFORMATION

Spouse's Name		Social Security Number		Birth Date
Spouse's Employer	Address	City	State	Zip	Telephone No.

DEPENDENTS

Name	Age	Relationship	Name	Age	Relationship

Total Household Size ☐

Saint Thomas Health

Financial Assistance Application Form

All Fields are Required to be completed

Applicant Earned Income	
Applicant Spouse's Income	
Social Security Benefits	
Pension/Retirement Income	
Unemployment Compensation	
Worker's Compensation	
Interest / Dividend Income	
Child Support	
Alimony	
Rental Property Income	
Food Stamps	
Other	
Other	
TOTAL GROSS INCOME:	$ 0

Mortgage/Rent		
Electricity		
Gas		
Telephone		
Water		
Groceries		
Cable TV		
Car Payment		
Cell Phone		
Day Care		
Child Support/Alimony		
Prescription Drugs		
Credit Cards:		
1. Credit Card 1 - _____		
2. Credit Card 2 - _____		
3 Credit Card 3 - _____		
Other Doctor / Hospital Bills:		
Doctor/Hospital Bills 1-_____		
Doctor/Hospital Bills 2-_____		
Doctor/Hospital Bills 3-_____		
Doctor/Hospital Bills 4-_____		
Insurance Expense:		
1. Automobile		
2. Property		
3. Medical / Life		
Other Loan Payments:		
1. Loan Payment-_____		
2. Loan Payment-_____		
Other Monthly Payments:		
1. Other Payment-_____		
2. Other Payment-_____		
3. Other Payment-_____		
TOTAL MONTHLY EXPENSES:		

TOTAL INCOME - EXPENSES: $ 0

COMMENTS: _____

I hereby certify that the above information is true and complete to the best of my knowledge. I hereby authorize the hospital to obtain information from external credit reporting agencies if the hospital deems necessary.

_____ Date

_____ Signature of Patient, Spouse, Guarantor or Legal Representative

Saint Thomas Health

Financial Assistance Letter of Support

All Fields are Required to be completed

Letter of Support

Medical Record Number / Account Number _____

Supporter's Name _____

Relationship to Patient _____

Supporter's Address _____

To Saint Thomas Health:

This is to advise that *(patient's name)* _____ receives little or no income and I am assisting with his/her living expenses. He/She has little or no obligation to me.

By signing this statement I agree that the information given is true to the best of my knowledge.

_____ Signature of Supporter

_____ Date

Tab 16

Section B
Economic Feasibility, A(5)

Construction Costs Verification Letter

SOLOMON
BUILDERS

Wil Watkins
Solomon Builders
4539 Trousdale Drive
Nashville, TN 37204

May 16, 2018

Mr. Michael Moreland
Premier Radiology
28 White Bridge Rd.
Nashville, TN 37205

RE: Premier Radiology Antioch, TN

Mr. Moreland,

Thank you for the opportunity to review your preliminary plans for the proposed Premier Radiology location in Antioch, TN. Based on our previous experience with this type of construction our typical construction costs for a new imaging suite in an existing building will be in the range of $185-$215 per square foot depending on final finishes and site specific issues.

The Proposed 2,748 sf space will consist of a MRI, CT, Mammo, X-ray, & Ultrasound as well as the required support spaces. We have also verified that the required imaging equipment can be safely brought onto the site and into the proposed suite. Based on what we have seen, we estimate that the buildout of the new imaging suite will cost roughly $200.00/sf for a total cost of $549,600.00.

This pricing is based on adhering to all State and Local codes as well as installation as dictated by manufacturer's specifications, the Architect's instructions, and the currently adopted AIA Guidelines for Design and Construction of Hospital and Health Care Facilities.

Please feel free to contact me if I can further assist you in any way.

Sincerely,

Wil Watkins
Solomon Builders, Inc.

Tab 17

Section B
Economic Feasibility, B(5)

Verification of Funding

Pinnacle
FINANCIAL PARTNERS

150 3rd Avenue
Ste 900
Nashville, TN 37201

May 16, 2018

Melanie M. Hill, Executive Director
Tennessee Health Services and Development Agency
502 Deaderick Street
Andrew Jackson Bldg., 9th Floor
Nashville, Tennessee 37243

RE: Middle Tennessee Imaging's CON Licensure Request to establish an Outpatient Diagnostic Center (ODC) in Antioch

Dear Ms. Hill:

Middle Tennessee Imaging, LLC (d/b/a Premier Radiology) has sufficient available credit to fund all costs required for the development and establishment of the project as set forth in the certificate of need application. The funding needed for Administrative, Architectural, Engineering, Construction, Equipment, and Furniture costs appears to be approximately $1,780,301.44 and will be provided by Pinnacle Financial Partners.

If you need additional information, please feel free to contact me. My number is 615-744-2903.

Sincerely,

Pete Wooten
SVP Pinnacle Bank

Tab 18

Section B
Economic Feasibility, F(1)

Audited Financial Statements

MIDDLE TENNESSEE IMAGING, LLC
AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2016 and 2015

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES

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FRASIERDEAN HOWARDCPAs

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Owners of
Middle Tennessee Imaging, LLC and Subsidiaries
Goodlettsville, Tennessee

We have audited the accompanying consolidated financial statements of Middle Tennessee Imaging, LLC (a limited liability corporation) and subsidiaries, which comprise the consolidated balance sheets as of December 31, 2016 and 2015, and the related consolidated statements of operations, members' equity and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Middle Tennessee Imaging, LLC and subsidiaries as of December 31, 2016 and 2015, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Frasier, Deem & Howard, PLLC

April 18, 2017

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
December 31, 2016 and 2015

	2016	2015
Assets		
Current assets:		
Cash and cash equivalents	$ 2,346,932	$ 3,914,116
Accounts receivable, net	8,079,671	5,515,805
Prepaid expenses	188,267	181,350
Other assets	10,640	80,333
Total current assets	10,625,510	9,691,604
Property and equipment, net	13,386,812	14,924,497
Goodwill	600,000	600,000
Total assets	$ 24,612,322	$ 25,216,101
Liabilities and Members' Equity		
Current liabilities:		
Accounts payable and accrued expenses	$ 6,214,455	$ 4,360,579
Notes payable	4,084,423	4,084,423
Total current liabilities	10,298,878	8,445,002
Notes payable, net of current portion	7,867,376	11,951,799
Total liabilities	18,166,254	20,396,801
Members' equity	6,446,068	4,819,300
Total liabilities and members' equity	$ 24,612,322	$ 25,216,101

See accompanying notes.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
Years Ended December 31, 2016 and 2015

	2016	2015
Net revenue:		
Service fee revenue, net of contractual allowances and discounts	$ 63,573,358	$ 52,517,623
Provision for doubtful accounts	(6,371,195)	(5,283,166)
Net service fee revenue	57,202,163	47,234,457
Net earnings from STHS hospitals	531,369	416,248
Non-medical revenue:		
Rent revenue	102,899	90,899
Other	469,629	618,489
Net revenue	58,306,060	48,360,093
Operating expenses:		
Contracted services	18,895,947	14,731,072
Salaries and benefits	11,865,944	10,564,160
Supplies	5,171,788	3,978,566
Repairs and maintenance	3,924,876	3,726,413
Depreciation and amortization	3,550,273	3,733,484
Leases and rents	2,790,043	2,736,020
Other operating expenses	2,487,568	2,189,803
Total operating expenses	48,686,439	41,659,518
Income from operations	9,619,621	6,700,575
Other income (expense):		
Interest expense	(450,344)	(547,951)
Loss on disposal of property and equipment	(40,737)	(528)
Total other income (expense)	(491,081)	(548,479)
Net income before taxes	9,128,540	6,152,096
Provision for state income taxes	(251,772)	(171,992)
Net income	$ 8,876,768	$ 5,980,104

See accompanying notes.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY
Years Ended December 31, 2016 and 2015

	2016	2015
Members' equity, beginning of year	$ 4,819,300	$ 4,089,196
Distributions	(7,250,000)	(5,250,000)
Net income	8,876,768	5,980,104
Members' equity, end of year	$ 6,446,068	$ 4,819,300

See accompanying notes.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
Years Ended December 31, 2016 and 2015

	2016	2015
Cash flows from operating activities:		
Net income	$ 8,876,768	$ 5,980,104
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	3,550,273	3,733,484
Loss on disposal of property and equipment	40,737	528
Provision for doubtful accounts	6,371,195	5,283,166
Changes in assets and liabilities:		
Accounts receivable	(8,935,061)	(4,096,033)
Prepaid expenses	(6,917)	(30,268)
Other assets	69,693	(740)
Accounts payable and accrued expenses	1,853,876	(1,102,669)
Net cash provided by operating activities	11,820,564	9,767,572
Cash flows from investing activities:		
Purchases of property and equipment	(2,053,325)	(418,706)
Net cash used in investing activities	(2,053,325)	(418,706)
Cash flows from financing activities:		
Payments on notes payable	(4,084,423)	(4,084,423)
Member distributions	(7,250,000)	(5,250,000)
Net cash used in financing activities	(11,334,423)	(9,334,423)
(Decrease) increase in cash and cash equivalents	(1,567,184)	14,443
Cash and cash equivalents, beginning of year	3,914,116	3,899,673
Cash and cash equivalents, end of year	$ 2,346,932	$ 3,914,116
Supplemental disclosures of cash flow information:		
Cash paid during the year for:		
Interest	$ 450,344	$ 547,951
Income taxes	$ 163,981	$ 178,359

See accompanying notes.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2016 and 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Middle Tennessee Imaging, LLC (the "Company") was formed in April 2011 and provides diagnostic imaging services including magnetic resonance imaging (MRI), computed tomography (CT), positron emission tomography (PET), mammography, ultrasound, diagnostic radiology, or X-ray, and other related procedures. The Company owns a membership interest in RADS of America, LLC, and Premier Mobile, LLC, single member limited liability companies. The Company operates 13 imaging centers in Middle Tennessee and one ambulatory surgery center. The Company operates as a limited liability company and its members have limited personal liability for the obligations or debts of the Company. Only one class of members' interest exists and the entity's life is not finite.

Principles of Consolidation

The consolidated financial statements at December 31, 2016 and 2015 include the accounts of the Company and its wholly-owned subsidiaries, RADS of America, LLC and Premier Mobile, LLC ("Premier Mobile"). Premier Mobile was formed in 2014 to acquire the membership interest of Mobile MRI Medical Services, LLC. All significant inter-entity transactions and balances have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenues

Patient revenues, net of contractual allowances and discounts, consist of net patient fees received from various payers based upon established contractual billing rates, less allowances for contractual adjustments and discounts.

Service fee revenues are recorded during the period the services are provided based upon the estimated amounts due from the patients and third-party payers. Third-party payers include federal and state agencies (under Medicare and Medicaid programs), managed care health plans, commercial insurance companies, and employers. Estimates of contractual allowances under managed care health plans are based upon the payment terms specified in the related contractual agreements. Contractual payment terms in managed care agreements are generally based upon predetermined rates per discounted fee-for-service rates. A provision for doubtful accounts (based primarily on historical collection experience) is also recorded related to patients without insurance and copayment and deductible amounts for patients who have health care coverage under a third-party payer.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenues (Continued)

The Company's service fee revenue, net of contractual allowances and discounts and the provision for doubtful accounts for the years ended December 31, 2016 and 2015 are summarized in the following table:

	2016	2015
Commercial insurance	$ 43,809,414	$ 29,493,319
Medicare	11,328,899	15,269,606
Medicaid	6,279,207	4,874,703
Workers' compensation	1,574,897	1,722,681
Other	580,941	1,157,314
Service fee revenue, net of contractual allowances and discounts	63,573,358	52,517,623
Provision for doubtful accounts	(6,371,195)	(5,283,166)
Net service fee revenue	$ 57,202,163	$ 47,234,457

Cash and Cash Equivalents

For the purpose of the consolidated statements of cash flows, cash includes cash and all highly liquid investments with original maturities of ninety days or less when purchased.

Accounts Receivable

Substantially all accounts receivable are due under fee-for-service contracts from third-party payers, such as insurance companies and government-sponsored healthcare programs, or directly from patients. Services are generally provided pursuant to one-year contracts with healthcare providers. Receivables are generally collected within industry norms for third-party payers. Collections from payers are continuously monitored and an allowance for uncollectible accounts is maintained based upon specific payer collection issues that have been identified and historical experience.

Provision for Doubtful Accounts

An allowance is provided against accounts receivable that could become uncollectible to reduce the carrying value of such receivables to their estimated net realizable value. This allowance is estimated based on the aging of accounts receivable by each type of payer over an 18-month look-back period and other relevant factors. The allowance for bad debts totaled $2,666,749 and $2,199,926 at December 31, 2016 and 2015, respectively.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation and amortization are provided by use of the straight-line method over the estimated useful lives of the assets, which range from 4 to 10 years. Leasehold improvements are depreciated over the shorter of the lease term or the estimated useful life of the asset. Maintenance and repairs are charged to expense as incurred.

Goodwill

Goodwill and intangible assets with indefinite useful lives are not amortized, but instead are tested for impairment at least annually at the reporting unit level. If impairment exists, a write-down to estimated fair value (normally measured by discounting estimated future cash flows) is recorded. No goodwill impairment charges were recorded in 2016 or 2015.

Income Taxes

The Company is treated as a partnership for federal income tax purposes and does not incur federal income taxes. Instead, its income or loss is included in the income tax returns of the members. The Company is subject to Tennessee franchise and excise taxes.

The Company follows Financial Accounting Standards Board Accounting Standards Codification guidance which clarifies the accounting for uncertainty in income taxes recognized in an entity's financial statements. This guidance prescribes a minimum probability threshold that a tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement. The Company has no tax penalties or interest reported in the accompanying consolidated financial statements.

Subsequent Events

The Company evaluated subsequent events through April 18, 2017, when these consolidated financial statements were available to be issued. Management is not aware of any significant events that occurred subsequent to the consolidated balance sheet date but prior to the filing of this report that would have a material impact on the consolidated financial statements.

NOTE 2 – PROPERTY AND EQUIPMENT

Property and equipment consist of the following at December 31, 2016 and 2015:

	2016	2015
Land	$ 967,099	$ 967,099
Buildings	1,847,721	1,847,721
Leasehold improvements	9,536,880	9,476,526
Office furniture and equipment	693,883	676,004
Medical equipment	25,744,392	24,406,895
Computer equipment and software	1,829,035	1,679,184
Automobiles	232,069	98,127
	40,851,079	39,151,556
Less: accumulated depreciation	(27,464,267)	(24,227,059)
	$ 13,386,812	$ 14,924,497

Depreciation and amortization expense totaled $3,550,273 and $3,733,484 for the years ended December 31, 2016 and 2015, respectively.

NOTE 3 – NOTES PAYABLE

During 2012, the Company entered into a credit facility with a financial institution. The facility consists of the following at December 31, 2016 and 2015:

	2016	2015
Line of credit allowing for maximum borrowings of $3,000,000. The line matures in June 2019 and is secured by a deed of trust, the Company's assets, and a guaranty by RADS of America, LLC. Interest is payable monthly at a variable rate (3.40% at December 31, 2016). The loan agreement requires that the Company maintain a minimum fixed charge coverage ratio computed on a quarterly basis.	$ 2,000,000	$ 2,000,000
Note payable for purchase of property and equipment, payable in monthly principal plus interest installments of $340,369. Interest is charged at a variable rate (3.40% at December 31, 2016). All unpaid principal and interest is due June 2019. The note is secured by a deed of trust, the Company's assets, and a guaranty by RADS of America, LLC.	9,951,799	14,036,222
Total notes payable	$ 11,951,799	$ 16,036,222

NOTE 3 – NOTES PAYABLE (Continued)

Annual principal maturities of the facility are as follows at December 31, 2016:

Years Ending December 31:	
2017	$ 4,084,423
2018	4,084,423
2019	3,782,953
	$ 11,951,799

Total interest expense was $450,344 and $547,951 for the years ended December 31, 2016 and 2015, respectively.

NOTE 4 – LEASES

The Company has entered into numerous noncancelable operating lease agreements for various office and center facilities with lease terms expiring at various dates through the year 2023 as follows:

Center	Lease Expiration Date
Belle Meade	April 2021
Briarville	October 2021
Clarksville	September 2017
Cool Springs	March 2022
Hendersonville	February 2023
Hermitage	June 2019
Midtown	July 2018
Mt. Juliet	April 2020
Murfreesboro	October 2020
Nashville	December 2023
Smyrna	December 2023
St. Thomas West	July 2024

Rent expense under all operating leases for the years ended December 31, 2016 and 2015 totaled $2,790,043 and $2,736,020, respectively.

NOTE 4 – LEASES (Continued)

Minimum lease commitments are as follows at December 31, 2016:

Years Ending December 31:	
2017	$ 2,406,564
2018	2,367,204
2019	1,969,320
2020	1,649,961
2021	876,743
Thereafter	1,361,926
	$ 10,631,718

NOTE 5 – STATE INCOME TAXES

The provision for state income taxes consists of the following at December 31, 2016 and 2015:

	2016	2015
Current	$ 251,772	$ 171,992
Deferred	-	-
	$ 251,772	$ 171,992

The provision for state income taxes differs from the computed amount at the applicable state statutory rate due primarily to income subject to self employment taxes being exempt from tax for Tennessee excise tax purposes.

Deferred state tax assets and liabilities are not significant at December 31, 2016 and 2015.

NOTE 6 – CONTRACTS AND AGREEMENTS

The Company has entered into a billing and management agreement with PhyData, LLC (a related party) whereby the Company pays PhyData, LLC an agreed upon percentage of collections. During the years ended December 31, 2016 and 2015, the Company recognized expense under this agreement totaling $3,560,529 and $2,961,661, respectively. Amounts payable to PhyData, LLC totaled $601,251 and $550,856 as of December 31, 2016 and 2015, respectively.

NOTE 6 – CONTRACTS AND AGREEMENTS (Continued)

The Company has entered into a professional services agreement with Advanced Diagnostic Imaging, P.C. (a related party) and Midstate Radiology Inc. (a related party) to provide reading and interpretation services based on a percentage of collections. During the years ended December 31, 2016 and 2015, the Company recognized expense under this agreement totaling $13,374,998 and $10,219,491, respectively. Amounts payable to Advanced Diagnostic Imaging, P.C. and Midstate Radiology Inc. totaled $2,982,865 and $1,518,416 as of December 31, 2016 and 2015, respectively.

The Company has entered into an employee leasing agreement with NOL, LLC (a related party) to provide all employees for the Company. Under terms of the agreement, the Company reimburses NOL, LLC all costs associated with the applicable employees. During the years ended December 31, 2016 and 2015, the Company recognized expense under the agreement totaling $11,576,267 and $10,251,866, respectively. Amounts payable to NOL, LLC totaled $505,184 and $0 as of December 31, 2016 and 2015, respectively.

NOTE 7 – PROFIT SHARING PLAN

The Company has a combination profit sharing and 401(k) plan (the "Plan"), which covers all employees who are at least age 18 and have completed one year of service. The Plan provides for safe harbor, discretionary matching, and discretionary profit sharing contributions. For the years ended December 31, 2016 and 2015, the Company recognized related expenses totaling $495,358 and $495,347, respectively.

NOTE 8 – CHARITY CARE ASSISTANCE

The Company provides certain services to individuals who do not have insurance or other means to pay for the services received. These services represent charity care and are not reported as revenue. The cost of charity care provided by the Company during the years ended December 31, 2016 and 2015 was approximately $1,365,000 and $1,125,000, respectively.

NOTE 9 – CONCENTRATIONS

The Company maintains cash balances at financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation up to statutory limits. As of December 31, 2016, the Company's depository accounts exceeded such insurance limits by approximately $2,600,000.

NOTE 10 – RISK OF LOSS

The Company is exposed to various risks of loss including medical malpractice, general liability, errors and omissions, and other situations. The Company purchases commercial insurance for the significant risks of loss. There have been no significant claims during the years ended December 31, 2016 and 2015.

Tab 18b

Section B

Economic Feasibility, F(1)

2017 Company Prepared Financials

Middle Tennessee Imaging, LLC
Income Statement
Period and Year to Date Compare to Last Year
For the Period from December 1, 2017 to December 31, 2017

	Current Period		Year to Date		Last Year to Date	
Revenue						
Global Patient Charges	22,908,670	555%	274,001,034	560%	227,776,996	520%
Reserve for Contractual Allowances	(16,494,300)	-400%	(196,854,618)	-402%	(162,838,382)	-372%
Reserve for Charity Care	(137,163)	-3%	(1,638,739)	-3%	(1,365,256)	-3%
Net Patient Revenue	6,277,206	152%	75,507,677	154%	63,573,358	145%
Physicians Services	(1,510,834)	-37%	(18,913,334)	-39%	(13,374,998)	-31%
Bad Debt	(640,096)	-16%	(7,656,954)	-16%	(6,371,195)	-15%
Net Technical Revenue	4,126,277	100%	48,937,388	100%	43,827,165	100%
Net Earnings from STHS Hospitals	43,539	1%	501,136	1%	531,369	1%
Non-Medical Revenue						
Hermitage Building Rent	22,209	1%	291,107	1%	315,707	1%
Other Revenue	13,387	0%	142,952	0%	469,629	1%
Total Non-Medical Revenue	35,596	1%	434,059	1%	785,336	2%
Net Technical and Other Revenue	4,205,412	102%	49,872,583	102%	45,143,869	103%
Operating Expenses						
Staff Compensation & Benefits	1,135,077	28%	13,132,252	27%	11,865,944	27%
Leased Medical Equipment	6,404	0%	86,320	0%	94,340	0%
Rents & Other Leases	299,363	7%	3,147,655	6%	2,908,512	7%
Insurance	39,707	1%	477,582	1%	391,688	1%
Non-Clinical Supplies	61,327	1%	841,271	2%	868,587	2%
Clinic Supplies	259,954	6%	3,558,166	7%	4,303,201	10%
RIS/PACS Services	71,702	2%	857,674	2%	753,570	2%
Management Fee	92,959	2%	1,101,950	2%	986,432	2%
Billling & Collection Agency Fees	273,977	7%	3,324,204	7%	2,931,866	7%
Other Purchased Services	46,067	1%	850,374	2%	849,081	2%
Telecommunications	33,007	1%	411,263	1%	435,481	1%
Transport, Meals, & Entertainment	12,048	0%	150,405	0%	119,080	0%
Repairs & Maintenance	249,434	6%	4,057,323	8%	3,924,876	9%
Other Operating Expenses	98,426	2%	1,581,498	3%	1,541,318	4%
Total Operating Expenses	**2,679,454**	**65%**	**33,577,937**	**69%**	**31,973,975**	**73%**
Net Operating Income (EBITDA)	**1,525,958**	**37%**	**16,294,646**	**33%**	**13,169,894**	**30%**
Non-Operating Income & Expense						
Depreciation & Amortization	263,054	6%	3,165,182	6%	3,550,274	8%
Interest Expense	48,554	1%	438,935	1%	450,344	1%
Gain or Loss on Asset Disposal	-	0%	10,324	0%	40,737	0%
Total Non-Operating Income & Expense	**311,608**	**8%**	**3,614,441**	**7%**	**4,041,355**	**9%**
Net Income Before Equity Earnings in JV's	**1,214,350**	**29%**	**12,680,205**	**26%**	**9,128,539**	**21%**
Equity Earnings in Joint Ventures						
Equity Earnings-Turner JV	9,206	0%	9,206	0%	-	0%
Equity Earnings-CIC	(139,089)	-3%	(139,089)	0%	-	0%
Total Equity Earnings in Joint Ventures	**(129,883)**	**-3%**	**(129,883)**	**0%**	**-**	**0%**
Net Income Before Taxes	**1,084,467**	**26%**	**12,550,322**	**26%**	**9,128,539**	**21%**
Provision for Income Taxes	**36,174**	**1%**	**520,965**	**1%**	**251,772**	**1%**
Net Income	**1,048,293**	**25%**	**12,029,357**	**25%**	**8,876,767**	**20%**

Middle Tennessee Imaging, LLC
Operating Expense Support Schedule
Period and Year to Date Compare to Last Year
For the Period from December 1, 2017 to December 31, 2017

	Current Period		Year to Date		Last Year to Date	
Net Technical Revenue	**4,126,277**	**100%**	**48,937,388**	**100%**	**43,827,165**	**100%**
Staff Leased from NOL, LLC	1,106,339	27%	12,836,066	26%	11,576,119	26%
Temporary Labor	-	0%	1,788	0%	148	0%
Shared Staff Comp	-	0%	-	0%	-	0%
Benefits	28,738	1%	294,398	1%	289,677	1%
Total Staff Compensation	**1,135,077**	**28%**	**13,132,252**	**27%**	**11,865,944**	**27%**
Leased Medical Equipment	**6,404**	**0%**	**86,320**	**0%**	**94,340**	**0%**
Office Rent	267,503	6%	3,042,389	6%	2,851,737	7%
Lease - Office F&E	1,604	0%	26,707	0%	29,555	0%
Total Rents & Other Leases	**299,363**	**7%**	**3,147,655**	**6%**	**2,908,512**	**7%**
General Business Insurance	11,391	0%	129,148	0%	128,503	0%
Malpractice Insurance	27,655	1%	340,462	1%	254,914	1%
Director & Officers Insurance	661	0%	7,972	0%	8,271	0%
Total Insurance	**39,707**	**1%**	**477,582**	**1%**	**391,688**	**1%**
Billing Forms	379	0%	21,068	0%	41,541	0%
Office Supplies	10,750	0%	144,381	0%	145,304	0%
Office Furnishings	-	0%	19,875	0%	-	0%
Patient Waiting Room Supplies	8,588	0%	102,726	0%	91,254	0%
Computer Supplies	2,944	0%	61,907	0%	59,637	0%
Marketing Supplies	38,666	1%	491,314	1%	530,851	1%
Total Non-clinical Supplies	**61,327**	**1%**	**841,271**	**2%**	**868,587**	**2%**
Clinic Forms	1,331	0%	11,298	0%	28,202	0%
Clinic Supplies & Medications	191,316	5%	2,883,183	6%	3,865,766	9%
Film	-	0%	2,177	0%	5,239	0%
Contrast Materials	40,892	1%	368,714	1%	137,294	0%
Laundry	26,416	1%	292,794	1%	266,700	1%
Total Clinic Supplies	**259,954**	**6%**	**3,558,166**	**7%**	**4,303,201**	**10%**
RIS/PACS Services	**71,702**	**2%**	**857,674**	**2%**	**753,570**	**2%**
Management Fee	**92,959**	**2%**	**1,101,950**	**2%**	**986,432**	**2%**
Billing Service	264,757	6%	3,183,336	7%	2,725,101	6%
Collection Agency Fees	9,220	0%	140,868	0%	206,765	0%
Total Billing & Collection Agency Fees	**273,977**	**7%**	**3,324,204**	**7%**	**2,931,866**	**7%**
IS Consulting & Support	975	0%	17,978	0%	4,971	0%
Mktg Consulting & Support	5,087	0%	97,021	0%	133,750	0%
Recruiting	726	0%	17,071	0%	13,524	0%
Legal	8,333	0%	183,161	0%	170,495	0%
Professional/Accounting	-	0%	32,025	0%	9,025	0%
Special Projects	-	0%	86,405	0%	122,760	0%
Other Medical Services	-	0%	870	0%	1,484	0%

Middle Tennessee Imaging, LLC
Operating Expense Support Schedule
Period and Year to Date Compare to Last Year
For the Period from December 1, 2017 to December 31, 2017

	Current Period		Year to Date		Last Year to Date	
Cleaning Services	12,732	0%	148,036	0%	136,305	0%
Transcription	-	0%	-	0%	-	0%
Grounds Keeping & Waste	5,662	0%	58,008	0%	54,884	0%
Building Security	639	0%	9,703	0%	10,678	0%
Mobile MRI Transportation	5,900	0%	70,184	0%	70,862	0%
Other Purchased Services	6,013	0%	129,912	0%	120,344	0%
Total Purchased Services	**46,067**	**1%**	**850,374**	**2%**	**849,081**	**2%**
Business Lines	6,648	0%	102,089	0%	109,747	0%
Information System Lines	24,251	1%	290,730	1%	308,569	1%
Cellular Phones	1,928	0%	16,175	0%	14,098	0%
Answering Service	180	0%	2,269	0%	3,067	0%
Yellow Pages	-	0%	-	0%	-	0%
Total Telecommunications	**33,007**	**1%**	**411,263**	**1%**	**435,481**	**1%**
Business Meals	1,087	0%	10,773	0%	20,934	0%
Entertainment	-	0%	-	0%	120	0%
Flowers & Gifts	-	0%	46	0%	1,199	0%
Employee Relations	3,087	0%	43,505	0%	53,471	0%
Travel	1,102	0%	9,912	0%	5,554	0%
Mileage	286	0%	10,069	0%	11,987	0%
Transportation	6,485	0%	76,099	0%	25,814	0%
Total Transport, Meals, & Entertainment	**12,048**	**0%**	**150,405**	**0%**	**119,080**	**0%**
Maint - Office Equipment & Furnishings	4,753	0%	46,976	0%	25,849	0%
Maint - Computer Equipment	215	0%	48,449	0%	27,110	0%
Maint - Medical Equipment	195,454	5%	3,465,054	7%	3,639,267	8%
Maint - Building	21,318	1%	272,864	1%	232,650	1%
Maint - Management	27,695	1%	223,980	0%	-	0%
Total Repairs & Maintenance	**249,434**	**6%**	**4,057,323**	**8%**	**3,924,876**	**9%**
Seminars & Training	1,200	0%	12,296	0%	10,419	0%
Books & Publications	-	0%	1,060	0%	-	0%
Professional Societies	100	0%	2,450	0%	2,462	0%
Licenses	9,394	0%	148,044	0%	181,025	0%
CME	-	0%	-	0%	-	0%
Uniforms	674	0%	17,586	0%	33,134	0%
Meeting Expense	-	0%	-	0%	-	0%
Bad Debt Expense	-	0%	-	0%	-	0%
Miscellaneous	-	0%	0	0%	90	0%
Business & Property Taxes	15,887	0%	231,876	0%	236,930	1%
Bank Charges	26,834	1%	481,999	1%	395,937	1%
Postage	3,794	0%	51,119	0%	44,359	0%
Utilities	40,543	1%	620,214	1%	620,462	1%
Other	-	0%	-	0%	-	0%
Contributions	-	0%	14,854	0%	16,500	0%
Total Other Operating Expenses	**98,426**	**2%**	**1,581,498**	**3%**	**1,541,318**	**4%**
Total Operating Expenses	**2,679,454**	**65%**	**33,577,937**	**69%**	**31,973,975**	**73%**

Middle Tennessee Imaging, LLC
Balance Sheet
December 31, 2017

	Balance
ASSETS	
Current Assets	
Cash	2,613,517
Account Receivable	29,308,477
Due from Affiliates	1,833,216
Allowances	(21,316,304)
Prepaid Expenses	196,764
Deposits	14,902
Other Assets	392,123
Total Current Assets	**13,042,695**
Fixed Assets	
Vehicles	232,069
Operating Equipment	30,987,182
Leasehold Improvements	10,500,658
Land	967,099
Buildings	1,860,221
Accumulated Depreciation	(30,538,020)
Net Fixed Assets	**14,009,208**
Goodwill	600,000
Investment in Turner Surgery	649,206
Investment in Rad Assoc Imaging	160,911
TOTAL ASSETS	**28,462,021**
LIABILITIES AND EQUITY	
Current Liabilities	
Accounts Payable	1,397,030
Due to Affiliates	4,899,279
Accrued Expenses	1,315,507
Building Deposits Returnable	4,207
Line of Credit	6,430,901
Current Portion of Notes Payable	4,084,423
Other Current Liabilities	72,296
Total Current Liabilities	**18,203,643**
Notes and Loan Payables	
Notes Payable, Net of Current Portion	1,782,953
Other Long-Term Liabilities	-
Total Long-Term Liabilities	**1,782,953**
Total Liabilities	**19,986,596**
Equity	
Owner Capital	7,108,225
Owner Distributions	(57,600,000)
Retained Earnings	46,937,844
YTD Net Income	12,029,357
Total Equity	**8,475,425**
TOTAL LIABILITIES AND EQUITY	**28,462,021**

Middle Tennessee Imaging, LLC
Statement of Cash Flow
Period and Year to Date Compare to Last Year
December 2017

	Current Period	Year to Date	Last Year	Last Year to Date
Cash Flows from Operating Activities:				
Net Income	**1,048,293**	**12,029,357**	**1,131,058**	**8,876,767**
Adjustments to Reconcile Net Income to Net Cash Provided by Operations:				
Net change in...				
Receivables	(111,479)	(1,844,950)	1,032	(1,333,385)
Prepaids	(56,216)	(8,497)	(53,948)	(6,916)
Other Assets	(61,210)	(396,385)	66,254	69,693
Investments in Subsidiaries	129,883	(810,117)	-	-
Accounts Payable	(41,621)	1,422,126	63,981	1,735,116
Deposits Returnable	-	-	-	-
Accrued Expenses	(52,102)	49,934	27,315	53,727
Taxes Payable	47,296	43,124	24,259	56,412
Notes & Mortgage Payable	(340,369)	346,478	(340,369)	(4,084,423)
Other Liabilities	6,508	10,631	1,461	8,621
Intercompany (to) / from	1,207,657	47,281	179,456	(1,230,478)
Depreciation & Amortization	262,518	3,073,754	81,932	3,237,207
Total Cash Flows from Operations	**2,039,159**	**13,962,735**	**1,182,431**	**7,382,339**
Cash Flows from Investing Activities:				
Purchases of Assets	(563,624)	(3,794,083)	(437,673)	(2,046,898)
Disposition of Assets	-	97,933	255,085	347,375
Total Cash Flows from Investing Activities	**(563,624)**	**(3,696,150)**	**(182,588)**	**(1,699,523)**
Cash Flows from Financing Activities:				
Owners Distribution	(4,750,000)	(10,000,000)	(750,000)	(7,250,000)
Total Cash Flows from Financing Activities	**(4,750,000)**	**(10,000,000)**	**(750,000)**	**(7,250,000)**
Increase/Decrease in Cash	**(3,274,465)**	**266,585**	**249,843**	**(1,567,184)**
Cash at the end of the period	**2,613,517**	**2,613,517**	**2,346,932**	**2,346,932**
Cash at the beginning of the period	**5,887,982**	**2,346,932**	**2,097,090**	**3,914,117**
Increase/Decrease in Cash	**(3,274,465)**	**266,585**	**249,843**	**(1,567,184)**

Tab 19

Section B
Contribution to the Orderly Development of Health Care

A – Managed Care Contracts

Saint Thomas Health | ASCENSION

844-655-2111 (TEL:844-655-2111) ()

(/)

Patients and Visitors

Saint Thomas Health (/) ▸ Patients and Visitors (/Patients-and-Visitors) ▸ Insurances Accepted (/Patients-and-Visitors/Insurances-Accepted)

PATIENTS AND VISITORS (/PATIENTS-AND-VISITORS)

Bill Pay (/Patients-and-Visitors/Bill-Pay)

Cost of Care Estimates (/Patients-and-Visitors/Cost-of-Care-Estimates)

Directions (/Patients-and-Visitors/Directions)

Financial Assistance (/Patients-and-Visitors/Financial-Assistance)

Insurances Accepted

Plan	Saint Thomas Health	Saint Thomas Medical Partners
• Aetna ○ Commercial plans only	✓	✓
• Aetna ○ Aetna Medicare Advantage	✓	✓
• AMERIGROUP Community Care ○ TennCare	✓	✓

Saint Thomas Health | ASCENSION

(/) Health Records (/Patients-and-Visitors/Health-Records)

Infection Prevention (/Patients-and-Visitors/Infection-Prevention)

Insurances Accepted (/Patients-and-Visitors/Insurances-Accepted)

Nondiscrimination Policy (/Patients-and-Visitors/Nondiscrimination-Policy)

Patient PreRegistration Forms (/Patients-and-Visitors/Patient-PreRegistration-Forms)

Patient Notice of Privacy Policy (/Patients-and-Visitors/Patient-Notice-of-Privacy-Policy)

Phone Directory (/Patients-and-Visitors/Phone-Directory)

- AMERIGROUP Community Care 844-655-2111 (TEL:844-655-2111) ✓ ✓ ()
  - Medicare Advantage
- Alive Hospice ✓
- Avalon Hospice ✓
- Baptist Health Plan (Formerly known as Bluegrass Family Health)
  - Baptist Health Plan is accepted by Saint Thomas Midtown, West and Rutherford only ✓ ✓
- BC/BS of TN (BCBST)
  - Network P
  - Network S
  - Network M
  - BlueCare (TennCare)
  - TennCare Select ✓ ✓
  - Cover Kids
  - D-SNP
  - Blue Advantage (Medicare Advantage)
- Caris Healthcare (Hospice) ✓
- CenterCare Managed Care Programs ✓ ✓
- CIGNA
  - Commercial plans
  - CIGNA Connect (Exchange Plan) ✓ ✓

(/)

- CIGNA Local Plus (Narrow Network)
  - STH and STMP do not participate in Cigna Local Plus (Narrow Network)
- CIGNA HealthSpring
  - Medicare Advantage
- Community Health Plan (fka Americhoice)
- CorVel Corporation (Workers' Compensation)
- Coventry Health Care
- FOCUS Healthcare Management (Workers' Compensation)
- Humana Health Care Plans
  - Commercial Plans
  - Medicare Advantage
  - POS (Narrow Network)
- KY Medicaid
  - Standard Medicaid only
  - KY Medicaid is accepted by Saint Thomas Midtown, West and Rutherford only.
  - *STHe does not participate with KY MCOs, but will work with them for authorization of services*
- Ascension Care Management (ACM), formerly known as Mission Point
  - Network M

844-655-2111 (TEL:844-655-2111) ()

(/)

- MultiPlan
- National Rural Electric Cooperative Association Group
- Nexcaliber (fka Associated Administrators Group, Inc.)
- NovaNet
- OccuComp (Workers' Compensation)
- Odyssey Healthcare (Hospice)
- Oscar
  - Individual/Exchange
- Oscar/Humana - Small Group
- Prime Health
  - Workers' Compensation
  - Commercial Network
- Private Healthcare Systems (PHCS)
- TennCare
- Tennessee Division of Rehabilitation Services
- TriCare for Life
- TRICARE Prime
  - Humana Military
- TRICARE East
  - Humana Military

Saint Thomas Health | ASCENSION

(/)

- TriWest - VARC3 and Choices ✓ ✓ 844-655-2111 (TEL:844-655-2111) ()
- United Behavioral Health (UBH) ✓ ✓
- United Healthcare
  - Commercial plans ✓ ✓
  - Medicare Advantage plans
- USA Managed Care Organization ✓
- VHAN (Vanderbilt Health Affiliated Networks
  - Saint Thomas Midtown Hospital ✓
  - Saint Thomas Rutherford Hospital
- Wellcare / Windsor HealthCare
  - Medicare Advantage ✓ ✓

(/)

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(http://www.ascension.org)

Tab 20

Section B
Contribution to the Orderly Development of Health Care

D(1)a - Accreditation

American College of Radiology Accreditation Database
Middle Tennessee Imaging / Premier Radiology

modality	Facility Name	Street 1	Street 2	Street 3	city	state	Zip Code	Status	Expiration Date	modules	Current as of d
BUAP	Premier Radiology Brentwood	789 Old Hickory Blvd			Brentwood	TN	37027	Accredited	06/13/2020		03/06/2018
MAP	Premier Radiology Brentwood	789 Old Hickory Blvd			Brentwood	TN	37027	Accredited	02/10/2020		03/06/2018
UAP	Premier Radiology Brentwood	789 Old Hickory Blvd			Brentwood	TN	37027	Accredited	02/05/2020	General Gynecological Obstetrical Vascular-Abdominal Vascular-Cerebrovascular Vascular-Deep-Abdominal Vascular-Peripheral	03/06/2018
CTAP	Premier Radiology Brentwood	789 Old Hickory Blvd			Brentwood	TN	37027	Accredited	02/13/2020	Abdomen Chest Head/Neck	03/06/2018
MRAP	Premier Radiology Brentwood	789 Old Hickory Blvd			Brentwood	TN	37027	Accredited	03/27/2020	Body Cardiac Head MRA MSK Spine	03/06/2018
MRAP	Premier Radiology Clarksville	980 Professional Park Drive	Suite E		Clarksville	TN	37040	Accredited	08/17/2020	Head MSK Spine	03/06/2018
CTAP	Premier Radiology Cool Springs	3310 Aspen Grove Drive			Franklin	TN	37067	Accredited	04/01/2020	Abdomen Chest Head/Neck	03/06/2018
BUAP	Premier Radiology Cool Springs	3310 Aspen Grove Drive			Franklin	TN	37067	Accredited	08/07/2020		03/06/2018
MRAP	Premier Radiology Cool Springs	3310 Aspen Grove Drive			Franklin	TN	37067	Accredited	12/27/2018	Body Head MRA MSK Spine	03/06/2018
UAP	Premier Radiology Cool Springs	3310 Aspen Grove Drive			Franklin	TN	37067	Accredited	12/27/2020	General Gynecological Vascular-Abdominal Vascular-Cerebrovascular Vascular-Deep-Abdominal Vascular-Peripheral	03/06/2018
MAP	Premier Radiology Cool Springs	3310 Aspen Grove Drive			Franklin	TN	37067	Accredited	04/01/2020		03/06/2018
BUAP	Premier Radiology Hendersonville	262 New Shackle Island Road	Suite 206		Hendersonville	TN	37075	Accredited	12/07/2020		03/06/2018
MAP	Premier Radiology Hendersonville	262 New Shackle Island Road, Suite 206			Hendersonville	TN	37075	Accredited	12/06/2019		03/06/2018
UAP	Premier Radiology Hendersonville	262 New Shackle Island Road, Suite 206			Hendersonville	TN	37027	Accredited	11/19/2019	General Gynecological Vascular-Abdominal Vascular-Cerebrovascular Vascular-Deep-Abdominal Vascular-Peripheral	03/06/2018
CTAP	Premier Radiology Hendersonville	262 New Shackle Island Road, Suite 206			Hendersonville	TN	37027	Accredited	12/04/2019	Abdomen Chest Head/Neck	03/06/2018
MAP	Premier Radiology Hermitage	5045 Old Hickory Blvd Ste 101			Hermitage	TN	37076	Accredited	06/19/2020		03/06/2018
CTAP	Premier Radiology Hermitage	5045 Old Hickory Boulevard	Suite 100		Hermitage	TN	37076	Accredited	02/11/2020	Abdomen Chest Head/Neck	03/06/2018
MRAP	Premier Radiology Hermitage	5045 Old Hickory Boulevard	Suite 100		Hermitage	TN	37076	Accredited	11/02/2019	Body Head MSK Spine	03/06/2018
BUAP	Premier Radiology Hermitage	5045 Old Hickory Boulevard	Ste 100		Hermitage	TN	37076	Accredited	10/12/2020		03/06/2018
UAP	Premier Radiology Hermitage	5045 Old Hickory Boulevard	Suite 100		Hermitage	TN	37076	Accredited	12/24/2020	General Gynecological Obstetrical Vascular-Abdominal Vascular-Cerebrovascular Vascular-Deep-Abdominal Vascular-Peripheral	03/06/2018
MAP	Premier Radiology Briarville	1210 Briarville Rd.	Building F, Suite 602		Madison	TN	37115	Accredited	05/02/2021		03/06/2018
BUAP	Premier Radiology Briarville	1210 Briarville Road	Building F, Suite 602		Madison	TN	37115	Accredited	07/06/2020		03/06/2018
UAP	Premier Radiology Briarville	1210 Briarville Road	Building F, Suite 602		Madison	TN	37115	Accredited	04/15/2020	General Gynecological Obstetrical Vascular-Abdominal Vascular-Cerebrovascular Vascular-Deep-Abdominal Vascular-Peripheral	03/06/2018
CTAP	Premier Radiology Briarville	1210 Briarville Road	Building F, Suite 602		Madison	TN	37115	Accredited	05/25/2021	Abdomen Chest Head/Neck	03/06/2018
MRAP	Premier Radiology Mt. Juliet	5002 Crossing Circle	Suite 140		Mount Juliet	TN	37122	Accredited	02/07/2020	Body Head MSK Spine	03/06/2018
MAP	Premier Radiology Mt Juliet	5002 Crossings Circle Suite 140			Mt Juliet	TN	37122	Accredited	03/08/2021		03/06/2018
BUAP	Premier Radiology Mt. Juliet	5002 Crossing Circle	Suite 140		Mt. Juliet	TN	37122	Accredited	10/12/2020		03/06/2018
CTAP	Premier Radiology Mt. Juliet	5002 Crossing Circle	Suite 140		Mt. Juliet	TN	37122	Accredited	12/04/2018	Abdomen Chest Head/Neck	03/06/2018
UAP	Premier Radiology Mt. Juliet	5002 Crossing Circle	Suite 140		Mt. Juliet	TN	37122	Accredited	01/19/2019	General Gynecological Obstetrical Vascular-Abdominal Vascular-Cerebrovascular Vascular-Deep-Abdominal Vascular-Peripheral	03/06/2018
CTAP	Middle Tennessee Imaging LLC	1840 Medical Center Parkway	Suite 101		Murfreesboro	TN	37129	Accredited	03/15/2020	Abdomen Chest Head/Neck	03/06/2018
MAP	Middle Tennessee Imaging- Murfreesboro	1840 Medical Center Pkwy Ste 101			Murfreesboro	TN	37129	Accredited	07/25/2020		03/06/2018
BMRAP	Middle Tennessee Imaging, LLC Premier Radiology	1840 Medical Center Parkway	Suite 101		Murfreesboro	TN	37129	Accredited	09/11/2019		03/06/2018
UAP	Premier Radiology St Thomas Outpatient Imaging Mu	1840 Medical Center Parkway	Suite 101		Murfreesboro	TN	37129	Accredited	08/17/2018	General Gynecological Obstetrical Vascular-Cerebrovascular Vascular-Peripheral	03/06/2018
NMAP	Premier Radiology St Thomas Outpatient Imaging Mu	1840 Medical Center Parkway	Suite 101		Murfreesboro	TN	37129	Accredited	08/23/2018	Planar SPECT	03/06/2018
MRAP	Premier Radiology St. Thomas Outpatient Imaging Mu	1840 Medical Center Parkway	Suite 101		Murfreesboro	TN	37129	Accredited	08/23/2018	Body Head MSK Spine	03/06/2018

Source: https://www.acraccreditation.org/accredited-facility-search

American College of Radiology Accreditation Database
Middle Tennessee Imaging / Premier Radiology

modality	Facility Name	Street 1	Street 2	Street 3	city	state	Zip Code	Status	Expiration Date	modules	Current as of d
UAP	Premier Radiology	28 White Bridge Road	Suite 111		Nashville	TN	37205	Accredited	07/17/2019	General Gynecological Obstetrical Vascular-Abdominal Vascular-Cerebrovascular Vascular-Peripheral	03/06/2018
MAP	Premier Radiology Belle Meade	28 White Bridge Rd	Suite 111		Nashville	TN	37205	Accredited	02/05/2021		03/06/2018
NMAP	Premier Radiology Belle Meade	28 White Bridge Road	Suite 111		Nashville	TN	37205	Accredited	12/17/2018	Planar SPECT	03/06/2018
BUAP	Premier Radiology Belle Meade	28 White Bridge Road	Suite 111		Nashville	TN	37205	Accredited	11/19/2019		03/06/2018
MRAP	Premier Radiology Belle Meade	28 White Bridge Road	Suite 111		Nashville	TN	37205	Accredited	07/31/2018	Body Head MRA MSK Spine	03/06/2018
CTAP	Premier Radiology Belle Meade	28 White Bridge Road	Suite 111		Nashville	TN	37205	Accredited	05/09/2020	Abdomen Cardiac Chest Head/Neck	03/06/2018
MRAP	Premier Radiology Charlotte	1800 Charlotte Avenue			Nashville	TN	37203	Accredited	05/31/2020	Body Head MSK Spine	03/06/2018
BUAP	Premier Radiology Charlotte	1800 Charlotte Avenue			Nashville	TN	37203	Accredited	07/13/2020		03/06/2018
UAP	Premier Radiology Charlotte	1800 Charlotte Avenue			Nashville	TN	37203	Accredited	10/07/2019	General Gynecological Obstetrical Vascular-Abdominal Vascular-Cerebrovascular Vascular-Deep-Abdominal Vascular-Peripheral	03/06/2018
MAP	Premier Radiology Lenox Village	6130 Nolensville Road	Suite 102		Nashville	TN	37211	Accredited	11/02/2020		03/06/2018
UAP	Premier Radiology Lenox Village	6130 Nolensville Road Suite 102			Nashville	TN	37211	Accredited	10/27/2020	General	03/06/2018
MAP	Premier Radiology Nashville	1800 Charlotte Ave.			Nashville	TN	37203	Accredited	06/13/2019		03/06/2018
UAP	Premier Radiology Saint Thomas West	4230 Harding Road	Suite 220		Nashville	TN	37205	Accredited	07/30/2020	General Gynecological Vascular-Abdominal Vascular-Cerebrovascular Vascular-Deep-Abdominal Vascular-Peripheral	03/06/2018
NMAP	Premier Radiology Saint Thomas West	4230 Harding Road	Suite 220		Nashville	TN	37205	Accredited	08/14/2020	Planar SPECT	03/06/2018
CTAP	Premier Radiology Saint Thomas West	4230 Harding Road	Suite 220		Nashville	TN	37205	Accredited	09/05/2020	Abdomen Chest Head/Neck	03/06/2018
MRAP	Premier Radiology Saint Thomas West	4230 Harding Road	Suite 220		Nashville	TN	37205	Accredited	12/05/2020	Body Head MRA MSK Spine	03/06/2018
MAP	Premier Radiology Smyrna	741 President Pl Ste 100			Smyrna	TN	37167	Accredited	03/21/2021		03/06/2018
UAP	Premier Radiology St Thomas Outpatient Imaging	741 President Place	Suite 100		Smyrna	TN	37167	Accredited	04/24/2020	General Gynecological Obstetrical Vascular-Abdominal Vascular-Cerebrovascular Vascular-Deep-Abdominal Vascular-Peripheral	03/06/2018
BUAP	Premier Radiology St. Thomas Outpatient Imaging Sm	741 President Place	Suite 100		Smyrna	TN	37167	Accredited	10/27/2020		03/06/2018

Tab 21

Section B
Contribution to the Orderly Development of Health Care

D(1)b - Facility License

Not Applicable, New Facility

Tab 22

Section B
Contribution to the Orderly Development of Health Care

D(2) – Deficiencies/Inspection Report

Not Applicable, New Facility

Other Attachments

Copy of Published Public Notice
Letter of Intent

Tab 23
Other Attachments

Copy of Published Public Notice

Tab 24
Other Attachments

Letter of Intent

so much & I hope you have an amazing day I heard 50 is the new 25

Lost

LOST, Black & White Shih Tzu, Honey,- 14 y.o. Blind & Deaf, Last Seen on Tanksley on 5/10, call 615-719-0159

REWARD, Lost cell phone in downtown area April 17th. Send pic to identify for reward for safe return (507)251-2184

the job network

jobs.usatoday.com

Announcements

Exit 100. Over 75 sales. Free map of sale locations will be available at area businesses starting on May 18th. (615) 952-2110

ESTATE SALE

Nashville, 784 HARPETH TRACE DRIVE, 5-19-18, 9am-1pm. Curios, rugs, art, china, crystal, wine glass collection, furniture, bookshelves, lamps, antique figurines, mirrors, ladders

Dickson County

CHARLOTTE 3159 Bowker Rd 37036 5/17 & 5/18; 8-4 Dirt Bike, Camo golf cart, '04 Trailblazer, too much to list!

Place your ad online @ www.tennessean.com

Announcements

Gun Runners
Chapter 21

There is a company in this country whose main objective is making money. Surprised? In the old days it was called gun running, where the malefactors sold guns to the Indians. This company is not a buyers or seller, but is using a format plying their market on behalf of customers who with determined, unhealthy, and abstract reasoning have a predilection for fast shooting firearms that have no place in a civilized environment, particularly where there is no conflict or extraordinary unforeseen events warranting a defense of life predicated on use of such a product. However this company does not use justification for these products. They don't even make them. They simply support the existence and prevalence of them. Why? Because those who want these weapons pay the company through donations and subscriptions to see that the politicians support the company with legislative intent that insures there are no challenges legally or morally, distasteful or repulsive to the detriment of the product.

When the politicians fall out of line or oppose the company's wishes, the support groups and sometimes the company itself step in with intimidation and criminal threats to reinforce their wishes, withholding their monetary campaign support or proposing to support their opponents in the next election. That is criminal behavior otherwise known as extortion.

In an instance where a politician let his mouth outrun his discretion and evoked support for students for gun control he got an immediate visit from the company by two of their in house emissaries with a special dinner of crow to feed him. The result was an about face shift in support for the young adults; you would think he had encountered an overflowing trail from an outhouse on the Matterhorn and quickly slid past their concerns. It left the kids discovering they had the hand of an adept but cowardly and lying con man. Luckily the young adults will have a chance to get rid of him and his stinking bunch en masse in the next two national elections.

To you young folks remember your little brothers and sisters need you.

CEMENTARY LOTS (4). Mt. Olivet Cemetary, section 23, lot 84; $3,000 per lot or $10,000 for all. 615-347-4435

CEMETERY PLOTS: Hermitage Memorial Gardens 1 Woodlawn 2 Make Offer. Call 270-421-4391

★ I BUY ★ OLD STEREO EQUIPMENT ★ Speakers, amps, tuners. Please Call: 615-260-9569

Kitchen Cabinets Oak Finish (Base 25'/Top 28' Linear) & formica Countertops (25 ft). Pick up after 5/31 $2800. Call 615-415-4751

WE BUY DIABETIC TEST STRIPS

Top Dollar for Sealed & Unexpired boxes. Call 615-622-2312

Tickets

2 CMA Fest Passes with parking, Sec. 121, X, aisle, $500 OBO (225)938-7319 jimmyburland@cox.net

VOLS & TITANS SEASON TICKETS WANTED! Top $ paid. Lower Level only. No PSLs. 800-786-8425.

Wanted to Buy

RECORDS & CDs WANTED-LPs/45s/78s Personal & DJ Collections/Promo Items Old Stock etc. CASH PAID. 615-256-6763

We Thin &/or Remove Your Overgrown/ or Unwanted Monkey Grass/Liriope We Pay For Most Varieties There is no charge for this service! Call Dave at - 334-703-7122

the job network

NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO:
Swartz Mowing, Inc
PROJECT NO.:
98302-4118-04, 98302-4119-04
CONTRACT NO.: CNR908
COUNTY: Davidson

The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 06/22/18.

Public Notices

NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO:
Orr Contracting, Inc.
PROJECT NO.:
19014-4167-04, 19014-4168-04
CONTRACT NO.: CNQ723
COUNTY: Davidson

The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 06/22/18.

HOUSE, IN THE CENTER OF THE SQUARE, IN GALLATIN, SUMNER COUNTY,

Continued to next column

RENE SUMMERS, A SINGLE PERSON, BY DEED FROM DONALD TAYLOR AND

Continued to next column

Public Notices

0002928866

Public Notices

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that Middle Tennessee Imaging, LLC d/b/a Premier Radiology, an existing outpatient diagnostic center (ODC) provider, owned by: Middle Tennessee Imaging, LLC with an ownership type of limited liability company and to be managed by: PhyData, LLC intends to file an application for a Certificate of Need for the establishment of a new ODC, the initiation of MRI and CT services, and the acquisition of a fixed 1.5T MRI unit and a fixed 16-slice CT unit, at a new building under construction at 3754 Murfreesboro Pike, Antioch, TN, 37013 (Davidson County). The proposed project will support Middle Tennessee Imaging, LLC's CON-exempt x-ray, mammography and ultrasound services at the Saint Thomas Medical Partners – Antioch Care Center. As part of the project, 3,078 rentable square feet of medical office space will be built out for the ODC. Total project costs are estimated to be $3,558,788.

The anticipated date of filing the application is May 18, 2018. The contact person for this project is Mark Gaw, Chief Financial Officer, who may be reached at PhyData, LLC, 3024 Business Park Circle, Goodlettsville, TN, 37072, 615-239-2039.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

State of Tennessee
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

MAY 18 PM2:09

MAY 18 PM2:25

LETTER OF INTENT

The Publication of Intent is to be published in the The Tennessean (Name of Newspaper) which is a newspaper of general circulation in Davidson (County), Tennessee, on or before 05/18 (Month / day), 2018 (Year) for one day.

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that:

Middle Tennessee Imaging, LLC d/b/a Premier Radiology, (Name of Applicant) an existing outpatient diagnostic center (ODC) provider, (Facility Type-Existing)

owned by: Middle Tennessee Imaging, LLC with an ownership type of limited liability company

and to be managed by: PhyData, LLC intends to file an application for a Certificate of Need

for [PROJECT DESCRIPTION BEGINS HERE]: the establishment of a new ODC, the initiation of MRI and CT services, and the acquisition of a fixed 1.5T MRI unit and a fixed 16-slice CT unit, at a new building under construction at 3754 Murfreesboro Pike, Antioch, TN, 37013 (Davidson County). The proposed project will support Middle Tennessee Imaging, LLC's CON-exempt x-ray, mammography and ultrasound services at the Saint Thomas Medical Partners – Antioch Care Center. As part of the project, 3,078 rentable square feet of medical office space will be built out for the ODC. Total project costs are estimated to be $3,558,788.

The anticipated date of filing the application is: May 18, 2018

The contact person for this project is Mark Gaw (Contact Name) Chief Financial Officer (Title)

who may be reached at: PhyData, LLC (Company Name) 3024 Business Park Circle (Address)

Goodlettsville (City) TN (State) 37072 (Zip Code) 615 / 239-2039 (Area Code / Phone Number)

(Signature) 5-18-18 (Date) mark.gaw@phydata.com (E-mail Address)

The Letter of Intent must be filed in triplicate and received between the first and the tenth day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

State of Tennessee
Health Services and Development Agency
Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

June 1, 2018

Mark Gaw, CFO
PhyData, LLC
3024 Business Park Circle
Goodlettsville, TN 37072

RE: Certificate of Need Application – Middle Tennessee Imaging, LLC d/b/a Premier Radiology - CN1805-021
The establishment of an Outpatient Diagnostic Center (ODC), initiation of magnetic resonance imaging (MRI) services, and acquisition of a fixed 1.5T MRI unit in a new building under construction located at 3754 Murfreesboro Pike, Antioch (Davidson County), TN. The proposed service area will consist of Davidson and Rutherford Counties. The proposed ODC is projected to serve existing patients of Mid-TN Imaging (MTI) that primarily reside in the following three ZIP codes: Antioch (37013), LaVergne (37086), and Nashboro and Smith Springs (37217). MTI has 13 ODC existing locations in Middle Tennessee located in Davidson (7), Montgomery (1), Rutherford (3), Williamson (1), Wilson (1) Counties. The applicant is owned by Saint Thomas Health (53.86%), NOL, LLC (42.15%), and Murfreesboro Imaging Partners (3.99%). The estimated project cost is $3,558,788.

Dear Mr. Gaw:

This is to acknowledge the receipt of supplemental information to your application for a Certificate of Need. Please be advised that your application is now considered to be complete by this office.

Your application is being forwarded to Trent Sansing at the Tennessee Department of Health for Certificate of Need review by the Division of Policy, Planning and Assessment. You may be contacted by Mr. Sansing or someone from his office for additional clarification while the application is under review by the Department. Mr. Sansing's contact information is Trent.Sansing@tn.gov or 615-253-4702.

In accordance with Tennessee Code Annotated, §68-11-1607, et seq., as amended by Public Chapter 780, the 60-day review cycle for this project began on June 1, 2018. The first 60 days of the cycle are assigned to the Department of Health, during which time a public hearing may be held on your application. You will be contacted by a representative from this Agency to establish the date, time and place of the hearing should one be requested. At the end of the 60-day period, a written report from the Department of Health or its representative will be forwarded to this office for Agency review. You will receive a copy of their findings. The Health Services and Development Agency will review your application on August 22, 2018.

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. § 68-11-1607(d):

(3) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.

(4) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Should you have questions or require additional information, please contact me.

Sincerely,

Melanie M. Hill
Executive Director

cc: Trent Sansing, TDH/Health Statistics, PPA

State of Tennessee
Health Services and Development Agency
Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

MEMORANDUM

TO: Trent Sansing, CON Director
Office of Policy, Planning and Assessment
Division of Health Statistics
Andrew Johnson Tower, 2nd Floor
710 James Robertson Parkway
Nashville, Tennessee 37243

FROM: Melanie M. Hill
Executive Director

DATE: June 1, 2018

RE: Certificate of Need Application
Middle Tennessee Imaging, LLC d/b/a Premier Radiology - CN1805-021

Please find enclosed an application for a Certificate of Need for the above-referenced project.

This application has undergone initial review by this office and has been deemed complete. It is being forwarded to your agency for a sixty (60) day review period to begin on June 1, 2018 and end on August 1, 2018.

Should there be any questions regarding this application or the review cycle, please contact this office.

Enclosure

cc: Mark Gaw

MAY 18 '18 PM 2:10

Premier Radiology

Letter of Intent (In Triplicate)

May 18, 2018

(Note: Requesting a Simultaneous Review with Antioch Outpatient Diagnostic Center.)

State of Tennessee
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

LETTER OF INTENT

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This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that:

Middle Tennessee Imaging, LLC d/b/a Premier Radiology, (Name of Applicant) an existing outpatient diagnostic center (ODC) provider, (Facility Type-Existing)

owned by: Middle Tennessee Imaging, LLC with an ownership type of limited liability company

and to be managed by: PhyData, LLC intends to file an application for a Certificate of Need

for [PROJECT DESCRIPTION BEGINS HERE]: the establishment of a new ODC, the initiation of MRI and CT services, and the acquisition of a fixed 1.5T MRI unit and a fixed 16-slice CT unit, at a new building under construction at 3754 Murfreesboro Pike, Antioch, TN, 37013 (Davidson County). The proposed project will support Middle Tennessee Imaging, LLC's CON-exempt x-ray, mammography and ultrasound services at the Saint Thomas Medical Partners – Antioch Care Center. As part of the project, 3,078 rentable square feet of medical office space will be built out for the ODC. Total project costs are estimated to be $3,558,788.

The anticipated date of filing the application is: May 18, 2018

The contact person for this project is Mark Gaw (Contact Name) Chief Financial Officer (Title)

who may be reached at: PhyData, LLC (Company Name) 3024 Business Park Circle (Address)

Goodlettsville (City) TN (State) 37072 (Zip Code) 615 / 239-2039 (Area Code / Phone Number)

(Signature) 5-18-18 (Date) mark.gaw@phydata.com (E-mail Address)

The Letter of Intent must be filed in triplicate and received between the first and the tenth day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

MAY 18 '18 PM 2:17

May 18, 2018

Melanie M. Hill, Executive Director
Tennessee Health Services and Development Agency
502 Deaderick Street
Andrew Jackson Bldg., 9th Floor
Nashville, Tennessee 37243

VIA HAND DELIVERY

RE: Middle Tennessee Imaging's CON Licensure Request to establish an Outpatient Diagnostic Center (ODC) in Antioch; VERIFIED STATEMENT CERTIFYING COMPLIANCE WITH PROCEDURAL REQUIREMENTS FOR SIMULTANEOUS REVIEW

Dear Ms. Hill:

Middle Tennessee Imaging, LLC (d/b/a Premier Radiology) is filing a letter of intent and application today for the establishment of an Outpatient Diagnostic Imaging Center in Antioch, Tennessee. We are requesting that our application be simultaneously reviewed with the application for Antioch Outpatient Diagnostic Center filed by Tennessee Imaging Services, LLC on Thursday, May 10, 2018, for the establishment of an ODC in Antioch, TN.

This letter is to serve as our verified statement certifying that we have complied with all of the procedural requirements for simultaneous review. Specifically, we have done the following:

- filed a Letter of Intent with the Agency on May 18, 2018 (within 10 calendar days of the date that the original applicant published its letter of intent);
- forwarded a copy today of our letter of intent to the original applicant via certified mail;
- published our Letter of Intent today in a newspaper of general circulation in the same county as the original applicant; and

- personally called and discussed with the contact person listed on the application filed by the original applicant to inform him of our application for simultaneous review.

We believe our letter of intent and application for certificate of need meet the requirements for simultaneous review with the original applicant's project. Specifically, both our letter of intent and the original applicant's letter of intent propose services in similar primary service areas, they propose similar locations (Antioch, TN), they are similar facilities (outpatient diagnostic imaging centers), and they are proposing to provide similar services (imaging services, including CT and MRI services).

Attached to this letter is a copy of the letter of intent that we have forwarded to the original applicant together with evidence that our letter of intent has been forwarded to the original applicant today via certified mail return receipt requested and via email.

If you need additional information, please feel free to contact me. My number is 615-239-2039.

Sincerely,

Mark Gaw
3024 Business Park Cir.
Goodlettsville, TN 37072
Mark.gaw@phydata.com

Mark Gaw

From: John Wellborn <jwdsg@comcast.net>
Sent: Friday, May 18, 2018 10:32 AM
To: Mark Gaw
Subject: Re: Contact Information & Letter of Intent

WARNING: This email originated from outside of our internal email system. Please use CAUTION when clicking links, opening attachments, or providing information unless you recognize the sender and know the content is safe.

Thanks, Mark.
By the way, was your father a physician who was on staff at Southern Hills many moons ago?

John Wellborn
Development Support Group
4219 Hillsboro Road, Suite 210
Nashville, TN 37215
615-665-2022 office
615-438-6709 mobile

From: Mark Gaw <mark.gaw@phydata.com>
Date: Friday, May 18, 2018 at 10:19 AM
To: John Wellborn <jwdsg@comcast.net>
Subject: Contact Information & Letter of Intent

John –

Good speaking with you this morning. My contact information is below. Please reach out anytime.

Attached is the Letter of Intent that will be filed with our application today. I will also drop a hardcopy in the mail today.

Thanks so much.

Mark

Mark Gaw | CFO
3024 Business Park Circle | Goodlettsville, TN 37072-3132
615-239-2039 (office) | 615-296-9944 (fax)
www.PremierRadiology.com

ADVANCED DIAGNOSTIC IMAGING | Advanced HEALTH | Premier Radiology | Saint Thomas Health | PHY DATA

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State of Tennessee
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

LETTER OF INTENT

The Publication of Intent is to be published in the The Tennessean (Name of Newspaper) which is a newspaper of general circulation in Davidson (County), Tennessee, on or before 05/18 (Month / day), 2018 (Year) for one day.

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that:

Middle Tennessee Imaging, LLC d/b/a Premier Radiology, (Name of Applicant) an existing outpatient diagnostic center (ODC) provider, (Facility Type-Existing)

owned by: Middle Tennessee Imaging, LLC with an ownership type of limited liability company

and to be managed by: PhyData, LLC intends to file an application for a Certificate of Need

for [PROJECT DESCRIPTION BEGINS HERE]: the establishment of a new ODC, the initiation of MRI and CT services, and the acquisition of a fixed 1.5T MRI unit and a fixed 16-slice CT unit, at a new building under construction at 3754 Murfreesboro Pike, Antioch, TN, 37013 (Davidson County). The proposed project will support Middle Tennessee Imaging, LLC's CON-exempt x-ray, mammography and ultrasound services at the Saint Thomas Medical Partners – Antioch Care Center. As part of the project, 3,078 rentable square feet of medical office space will be built out for the ODC. Total project costs are estimated to be $3,558,788.

The anticipated date of filing the application is: May 18, 2018

The contact person for this project is Mark Gaw (Contact Name) Chief Financial Officer (Title)

who may be reached at: PhyData, LLC (Company Name) 3024 Business Park Circle (Address)

Goodlettsville (City) TN (State) 37072 (Zip Code) 615 / 239-2039 (Area Code / Phone Number)

(Signature) 5-18-18 (Date) mark.gaw@phydata.com (E-mail Address)

The Letter of Intent must be filed in triplicate and received between the first and the tenth day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

MAY 18 2018 PM 2:15

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WEST
4501 CHARLOTTE AVE
NASHVILLE
TN
37209-9998
4761590298

05/18/2018 (800)275-8777 11:03 AM

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(PIN:PIN Not Required)
(Cryptogram:B6B7FAA59C2BB8E0)
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- ☐ Adult Signature Restricted Delivery $

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WEST STATION MAY 18 2018 NASHVILLE TN 37209

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

AFFIDAVIT

STATE OF Tennessee

COUNTY OF Davidson

MARK GAW, being first duly sworn, says that he/she is the applicant named in this application or his/her/its lawful agent, that this project will be completed in accordance with the application, that the applicant has read the directions to this application, the Rules of the Health Services and Development Agency, and T.C.A. §68-11-1601, *et seq.*, and that the responses to this application or any other questions deemed appropriate by the Health Services and Development Agency are true and complete.

CFO

SIGNATURE/TITLE

Sworn to and subscribed before me this 16th day of May (Month), 2018 (Year) a Notary

Public in and for the County/State of Robertson / Tennessee.

Dana M. Meadows

NOTARY PUBLIC

DANA M. MEADOWS STATE TENNESSEE NOTARY PUBLIC ROBERTSON COUNTY

My commission expires 8-29 (Month/Day), 2021 (Year).

Supplemental #1 (Original)

Middle Tennessee Imaging, LLC DBA Premier Radiology

CN1805-021

MAY 30 '18 AM 9:38

Supplemental #1
May 30, 2018
09:38 A.M.

May 29, 2018

Hand Delivery

Phillip Earhart, HSD Examiner
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

RE: Certificate of Need Application, CN1805-021, Mid-TN Imaging, LLC d/b/a Premier Radiology

Establishment of a new Outpatient Diagnostic Center (ODC) and Initiation of MRI and CT Services

Dear Mr. Earhart:

Thank you for your letter of May 24, 2018, confirming receipt of our application for a Certificate of Need for the establishment of an Outpatient Diagnostic Center, initiation of MRI services, and acquisition of a fixed 1.5T MRI unit in a new building under construction at 3754 Murfreesboro Pike, Antioch (Davidson County), TN.

As requested, supplemental responses are provided in triplicated by the 2:00 pm., May 30, 2018 deadline along with a notarized affidavit.

---

1. **Section A: Executive Summary, A. Overview 4) Existing Similar Service Providers**

   It is noted by the applicant The Pain Management Group is the only MRI provider within the proposed 3 ZIP code service area. Please indicate the ZIP code of The Pain Management Group and the distance to the proposed ODC.

   Response: The Pain Management Group (5801 Crossings Blvd Antioch, TN) is located within the 37013 zip code and is 3.0 miles from the proposed imaging center at 3754 Murfreesboro Pike Antioch, TN. See map attached (Tab 1R).

2. **Section A: Executive Summary, B. Rationale for Approval 1) Need**

   Please provide a table that breaks down the 3,646 MRI and the 2,910 CT service area procedures by patient ZIP Code by MTI location, the total MRI and CT procedures performed at these MTI locations annually for each of the past three years, and the % of total that the service area procedures represent for each MTI location.

   Response: See separate MRI and CT volume tables broken down by the service area Zip Codes noting the expected impact on the current centers below.

Supplemental #2
May 30, 2018
09:38 A.M.

MRI						
MTI Location	**2015**	**2016**	**2017**		**Total 2017**	**2017% of Total**
Premier Midtown	**239**	**258**	**266**		**4,511**	**5.9%**
37013	145	160	168			
37086	28	20	26			
37217	66	78	71			
Premier Belle Meade	**214**	**274**	**311**		**7,558**	**4.1%**
37013	124	157	178			
37086	35	36	33			
37217	55	81	101			
Premier Brentwood	**298**	**349**	**454**		**3,244**	**14.0%**
37013	232	290	380			
37086	25	11	12			
37217	41	48	62			
Premier Briarville Rd.	**1**	**-**	**-**		**-**	**-**
37013	1		-			
37086			-			
37217			-			
Premier Clarksville	**9**	**10**	**6**		**5,103**	**0.1%**
37013	5	3	3			
37086		2	-			
37217	4	5	3			
Premier Cool Springs	**125**	**121**	**130**		**4,966**	**2.6%**
37013	94	91	103			
37086	18	14	12			
37217	13	16	16			
Premier Hendersonville	**-**	**-**	**-**		**-**	**-**
37013			-			
37086			-			
37217			-			
Premier Hermitage	**372**	**448**	**538**		**6,664**	**8.1%**
37013	185	221	267			
37086	46	30	33			
37217	141	197	238			
Premier Mt. Juliet	**62**	**72**	**75**		**4,206**	**1.8%**
37013	36	43	52			
37086	4	12	11			
37217	22	17	13			
Premier Murfreesboro	**135**	**139**	**116**		**7,927**	**1.5%**

Supplemental #2
May 30, 2018
9:38 A.M.

37013	37	40	26			
37086	90	94	82			
37217	8	5	8			
Premier Nashville	**115**	**145**	**227**		**2,777**	**8.2%**
37013	74	80	123			
37086	17	20	29			
37217	24	45	75			
Premier Smyrna	**1,009**	**1,145**	**1,396**		**4,633**	**30.1%**
37013	325	366	517			
37086	652	742	817			
37217	32	37	62			
Premier West	**118**	**122**	**126**		**3,003**	**4.2%**
37013	61	69	82			
37086	11	14	15			
37217	46	39	30			
Total	**2,697**	**3,083**	**3,646**		**54,592**	**6.7%**

CT						
MTI Location	**2015**	**2016**	**2017**		**Total 2017**	**2017% of Total**
Premier Midtown	**273**	**306**	**308**		**4,497**	**6.8%**
37013	165	198	193			
37086	34	23	25			
37217	74	85	90			
Premier Belle Meade	**140**	**124**	**163**		**5,131**	**3.2%**
37013	76	65	96			
37086	19	22	20			
37217	45	37	47			
Premier Brentwood	**281**	**343**	**503**		**2,461**	**20.4%**
37013	234	277	417			
37086	11	19	24			
37217	36	47	62			
Premier Briarville Rd.	**17**	**26**	**26**		**1,570**	**1.7%**
37013	15	17	9			
37086		1	2			
37217	2	8	15			
Premier Clarksville	-	-	-		-	-
37013	-	-	-			
37086	-	-	-			
37217	-	-	-			

Supplemental #1
May 30, 2018
09:38 A.M.

Premier Cool Springs	**28**	**40**	**36**		**3,150**	**1.1%**
37013	18	31	28			
37086	5	5	4			
37217	5	4	3			
Premier Hendersonville	**10**	**6**	**6**		**5,113**	**0.1%**
37013	7	4	3			
37086		2	2			
37217	3		1			
Premier Hermitage	**154**	**181**	**220**		**2,480**	**8.9%**
37013	79	98	92			
37086	16	6	3			
37217	59	77	126			
Premier Mt. Juliet	**50**	**50**	**58**		**3,060**	**1.9%**
37013	27	34	38			
37086	13	6	4			
37217	10	10	16			
Premier Murfreesboro	**109**	**113**	**121**		**6,914**	**1.8%**
37013	33	20	38			
37086	65	86	75			
37217	11	7	8			
Premier Nashville	**123**	**141**	**232**		**3,293**	**7.0%**
37013	66	77	140			
37086	12	6	22			
37217	45	58	70			
Premier Smyrna	**547**	**616**	**830**		**2,505**	**33.1%**
37013	162	185	257			
37086	362	413	542			
37217	23	18	31			
Premier West	**273**	**295**	**405**		**8,456**	**4.8%**
37013	154	174	230			
37086	46	28	44			
37217	73	93	131			
Total	**2,005**	**2,241**	**2,910**		**48,630**	**6.0%**

Please also provide the mileage and travel time from these MTI locations to the site of the proposed project.

Response: See table below with mileage and travel times from current MTI locations to the proposed Antioch site.

Name	Street Address	City	Service		Drive (Miles)	Drive Time to MTI Antioch (Minutes)
			MRI	CT		
Clarksville	980 Professional Park Drive	Clarksville	X	X	60	65
Smyrna	741 President Place	Smyrna	X	X	6.9	15
Cool Springs	3310 Aspen Grove Drive	Franklin	X	X	28	33
Murfreesboro	1840 Medical Center Parkway	Murfreesboro	X	X	18	24
Brentwood	789 Old Hickory Blvd.	Brentwood	X	X	20	24
Belle Meade	28 White Bridge Road	Nashville	X	X	20	28
STH West	4230 Harding Pike	Nashville	X	X	19	25
STH Midtown	300 20th Avenue N.	Nashville	X	X	17	28
Nashville Charlotte	1800 Charlotte Ave.	Nashville	X	X	17	24
Mt. Juliet	5002 Crossings Circle	Mt. Juliet	X	X	13	20
Hermitage	5045 Old Hickory Blvd.	Hermitage	X	X	12	25
Briarville	1210 Briarville Rd.	Madison	X	X	23	29
Hendersonville	262 New Shackle Island Road	Hendersonville		X	33	39
New Salem	2723 New Salem Highway	Murfreesboro	X	X	23	27
Lennox Village	6130 Nolensville Pike	Nashville			9.1	19

3. **Section A., Project Details, Name of Management/Operating Entity**

The management agreement in Attachment Section A-5 is noted. Please explain how this management agreement is still in effect when it appears that the terms of the agreement allowed for an initial term of one year through March 31, 2012 and renewable for only one additional year. Please clarify.

Response: See Amendment to Administrative Services Agreement attached (Tab 2R). The agreement auto renews annually.

4. **Section A, Project Details, Item 6 A. Legal Interest in the Site**

Please provide documentation that the Sublandlord (St. Thomas Health) has control of the site through the master lease with Mosaic Investors LLC and documentation that Mosaic Investors LLC owns the site.

Response: Pages 3 thru 8 under Attachment/Section A Tab 6 – Site Entitlement of the original application include the Memorandum of Lease between Antioch-Mosaic Investors, LLC (Landlord) and Saint Thomas Health (Tenant). A copy is also included under Tab 3R (Part A) of our responses attached. Additionally, a copy of the Special Warranty Deed is also attached (Tab 3R – Part B).

5. **Section A, Project Details, Item 8 Purpose of Review**

It is noted the applicant has checked "C. Addition of MRI Unit" as the purpose of review. However, please revise by checking E. Initiation of Service (ODC, MRI) only and submitting a replacement page 8 (labeled as 8R).

Response: Revised page 8 to mark "E. Initiation of Services (ODC, MRI)" as opposed to "C. Addition of MRI Unit" and relabeled as 8R. See Tab 4R.

6. **Section A, Project Details, Item 12 Square Footage and Cost Per Square Footage Chart**

It is noted the applicant has indicated there is 2,748 SF of space in the proposed first floor imaging department. However, the lease notes there is 3,708 SF please clarify. In addition, the applicant notes there is 2,748 SF with a dollar sign ($2,748) in the new proposed final square footage column. Please correct and submit a corrected page 11 (labeled as 11R).

Response: Per the Letter of Intent to Sublease the space under Attachment/Section A Tab 6 – Site Entitlement of the original application, the rentable square footage is listed as 3,078. The usable square footage is 2,748 with a common area factor of 1.12 (or 12%) for the lease. So, the 2,748 usable square footage (which the Construction Contractors base their cost estimates) x 1.12 = 3,078 rentable square feet (which the Sublandlord bases their rental rates and amounts for the tenant improvement allowances). Removed the $ sign from page 11 and relabeled as page 11R. See Tab 5R.

7. **Section A, Project Details, Item 6 B (1) (Plot Plan) and 6 B (3) (Transportation Routes)**

It appears the name of "Murfreesboro Pike" is partially cut off in the plot plan. Please provide a revised copy of the plot plan that clearly includes the name of Murfreesboro Pike and the outlines of the roadways that border the site.

Please clarify if there will be two entrances to the proposed facility, one from Hobson Pike and the other from Murfreesboro Pike.

Response: Revised the plot plan to clearly note "Murfreesboro Pike", highlighted the outline of the bordering roadways, and labeled the roadways with an arrow. See Tab 6R.

There will be one vehicle entrance off Hobson Pike and a pedestrian entrance (sidewalk) off Murfreesboro Pike.

8. **Section A, Project Details, Item 13 (MRI)**

It is understood that the applicant does not know at this time what that age of the MRI equipment to be purchased is; however, please provide the expected age range of the MRI equipment to be purchased? Please also include the expected age of the previously owned 16-slice GE CT unit.

Response: GE Gold Seal MRIs are fully refurbished and have many new and refurbished parts. The magnet itself is going to be original because they have not changed in 25 years. So, it is not possible to place a single date of manufacture to the unit being sold. Each system will be a little different in that way and there is no way to tell in advance of delivery what the original dates would be. However, each system will come with the version 23.0 software, which has a 2016 release date.

The 16-Slice GE CT unit will be brand new. Revised the narratives on pages 46 & 47, removing reverences to the 16-slice GE CT unit being "previously owned" as this is not correct. Pages 46R & 47R are attached. See Tab 7R.

9. **Section A, Project Details, Item 13.2.B (Equipment Vendor Quotes)**

   The equipment quotes are noted. However, the quotes provided expire prior to the August 22, 2018 Agency meeting which is the earliest date this application could be heard. Please provide revised equipment quotes for MRI, CT, Ultrasound, and 3D mammo.

   Response: Updated MRI, CT, Ultrasound, & 3D Mammo Quotes are attached. See Tab 8R.

10. **Section B, Need, Project Specific Review Criteria (Outpatient Diagnostic Centers) Item 3 Special Needs Circumstances**

    Please revise your response using 2017 MRI utilization and submit a replacement page 16 (labeled as 16R).

    Response: Revised our response using 2017 MRI utilization data and relabeled page 16 as 16R. See Tab 9R.

11. **Section B, Need, Project Specific Review Criteria, Item 4 (Non-specialty MRI Units).**

    Please revise your response using 2017 utilization data and submit a replacement page 20 (labeled as 20R).

    Response: Revised our response using 2017 utilization data and relabeled page 20 as 20R. See Tab 10R.

12. **Section B, Need, Project Specific Review Criteria, Item 7.a (FDA Approval).**

    Documentation of FDA approval for the GE 1.5T MRI could not be located in Tab 10. Please submit.

    Response: FDA approval letter for the GE 1.5T MRI is attached. See Tab 11R.

13. **Section B, Need, Area MRI Provider Utilization Projections, Page 26**

Supplemental #1
May 30, 2018
09:30 A.M.

The historical utilization of existing MRI providers in the proposed 3 ZIP code service area is noted. However, please revise the table to include 2017 utilization and submit a replacement page 26 (labeled as 26R).

Response: Revised our table to include 2017 utilization data and relabeled page 26 as 26R. See Tab 12R.

14. Section B, Need, Item B. Proposed Service Area, County Level Map, Page 31

Please provide a revised county level map (labeled as 31R) that clearly shades the Davidson and Rutherford Counties as the proposed service area counties.

Response: Revised county level map shading Davidson and Rutherford Counties which contain the proposed service area. Relabeled page 31 as 31R. See Tab 13R.

15. Section B, Need, Item D. 1.a, Population Demographics

The table of the Projected 2017-2022 Age 25+ Population on page 32 is noted. However, please note the percentage growth in the last column (the applicant placed the ZIP code in this column) and submit a replacement page 32 (labeled as 32R). In addition, the paragraph below the table references the 25+ population in the attachment in Tab 14. However, the table provides the 65+ population not the 25+ population. Please clarify.

Response: Noted the percentage growth in the last column on page 32 and relabeled as page 32R. Additionally, revised the Population Table Form (original Tab 14 – relabeled as Tab 14R) to include the 25+ population data. See Tab 14R.

16. Section B, Need. Item E

Describe the existing and approved but unimplemented services of MRI providers in the Davidson and Rutherford Counties including projected utilization. Include utilization and/or occupancy trends for each of the most recent three years of data available for this type of project. List each provider and its utilization and/or occupancy individually.

Response: There is one MRI provider in Rutherford County with an approved MRI service that is not reflected in the 2017 utilization. Premier Radiology implemented a new MRI on May 22, 2018, pursuant to a CON granted in April 2017. According to the CON filing for this CON, this MRI is projected to perform 2,164 MRIs in year 1, and 2,540 MRIs in year 2.

There appear to be no existing and approved but unimplemented MRI services in Davidson County.

Included utilization trends for each of the most recent three years of data available for this type of project are below. Each provider and its utilization is listed individually.

Detail of MRI Utilization by Provider in Davidson County and Rutherford County for 2015-2017

Provider	*Type (ODC, HOSP,PO)	# of MRIs (2017)	MRI Utilization			2017 Average utilization per MRI	% of optimal MRI Standard (2,880) in 2017	% Change 15'-17'
			2015	2016	2017			
Davidson County								
Belle Meade Imaging	ODC	1	3050	2669	2317	2317	80.5%	-24.0%
Elite Sports Medicine & Orthopaedic Center (added one MRI for 2017)	PO	3	6437	6859	8116	2705	93.9%	+26.1%
Heritage Medical Associates-Murphy Avenue (shared MRI)	PO	.5	1595	1461	1373	2746	95.3%	-13.9%
Hillsboro Imaging	ODC	1	4379	3905	3692	3692	128.2%	-15.6%
Hughston Clinic Orthopaedics at Harding Place	ODC	2	4436	5156	2054	1027	35.7%	-53.7%
Millennium MRI, LLC (shared MRI)	ODC	.5	495	313	303	606	21.0%	-38.8%
Nashville General Hospital	HOSP	1	1398	1564	1610	1610	55.9%	+15.2%
Next Generation Imaging, LLC (shared MRi)	ODC	.5	763	857	618	1236	42.9%	-19.0%
One Hundred Oaks Breast Center	H-Imaging	1	870	934	984	984	34.2%	+13.1%
One Hundred Oaks Imaging	ODC	2	5623	8302	8600	4300	149.3%	+52.9%
Outpatient Diagnostic Center of Nashville	ODC	2	5498	5260	5177	2589	89.9%	-5.8%
Pain Management Group, PC	PO	1	1878	3680	3370	3370	117.0%	+79.4%
Premier Radiology Belle Meade	ODC	3	5930	6930	7617	2539	88.2%	+28.4%
Premier Radiology Brentwood	ODC	1	2914	2517	2966	2966	103.0%	+1.8%
Premier Radiology Hermitage	ODC	2	5162	5735	6721	3361	116.7%	+30.2%
Premier Radiology Midtown	ODC	2	3735	4215	4550	2275	79.0%	+21.8%
Premier Radiology Nashville	ODC	1	1954	2165	2886	2886	100.2%	+47.7%
Premier Radiology St. Thomas West	ODC	1	2568	2889	3033	3033	105.3%	+18.1%
Specialty MRI	ODC	.5	797	799	897	1794	62.3%	+12.5%

St. Thomas Medical Partners - Howell Allen Imaging	PO	1	4871	0	208	-	-	-95.7%
St. Thomas Midtown Hospital	HOSP	1	2825	3156	3503	3503	121.6%	+24.0%
St. Thomas West Hospital	HOSP	2	4944	5962	3156	1578	54.8%	-36.2%
Tennessee Oncology, PET Services	PO	1	1542	1595	1508	1508	52.4%	-2.2%
Tennessee Orthopaedic Alliance Imaging	PO	2	7564	8150	8607	4304	149.4%	+13.8%
TriStar Centennial Medical Center	HOSP	4	9729	9755	10470	2618	90.9%	+7.6%
TriStar Skyline Medical Center	HOSP	2	8097	7155	7538	3769	130.9%	-6.9%
TriStar Southern Hills Medical Center	HOSP	1	2771	2930	2932	2932	101.8%	+5.8%
TriStar Summit Medical Center	HOSP	1	4363	4292	4677	4677	162.4%	+7.2%
TriStar Summit Medical Center - ODC	HOSP	1	2040	1954	1773	3546	123.1%	-13.1%
Vanderbilt University Medical Center	HOSP	6	30164	30977	32772	5462	189.7%	+8.6%
Davidson County Sub-Total		**48**	**138392**	**142136**	**144028**	**3001**	**104.27%**	**+4.1%**

Provider	***Type (ODC, HOSP,PO)**	**# of MRIs (2017)**	**MRI Utilization**			**2017 Average utilization per MRI**	**% of optimal MRI Standard (2,880) in 2017**	**% Change 15'-17'**
			2015	**2016**	**2017**			
Rutherford County								
Imaging Center of Murfreesboro	ODC	1	5244	5624	5624*	5624*	195%	+7.25%
Murfreesboro Medical Clinic-Garrison Drive	PO	1	2770	2597	2973	2973	103%	+7.33%
Pain Management Group, The (implemented for 3.5 months in 2017)	PO	1	N/A	N/A	477*	1639*	56.9%	N/A
Premier Radiology Murfreesboro	ODC	2	6480	7384	7998	3999	139%	+23.4%
Premier Radiology Smyrna	ODC	2	3614	4334	4677	2339	81%	+29.4%
St. Thomas Rutherford Hospital	HOSP	2	2572	3306	2070	1035	36%	-19.5%

Tennessee Orthopaedic Alliance Imaging	PO	2	4530	5601	6039	3020	105%	+33.3%
TriStar Stonecrest Medical Center	HOSP	1	2896	3072	2864	2864	99%	-1.1%
Rutherford County Sub-Total		**12**	**28106**	**31918**	**32245**	**2783**	**96.7%**	**+14.7%**
SERVICE AREA TOTAL		**60**	**166498**	**174054**	**176273**	**3039**	**105.5%**	**+5.9%**

*Imaging Center of Murfreesboro 2017 data assumed to be same as 2016 data. At the time of filing data has not been reported. The Pain Management Group MRI in Rutherford County was implemented for only 3.5 months in 2017.

17. Section B, Need. Item F

Please complete the following table:

Response: Completed table below.

Utilization Projections by Modality						
	Year 1	**% of total**	**Year 2**	**% of total**	**Year 3**	**% of total**
MRI	2,552	27.7%	2,735	26.5%	2,917	25.5%
CT	2,037	22.1%	2,183	21.1%	2,328	20.3%
X-Ray	1,822	19.8%	2,184	21.2%	2,550	22.3%
Mammography	1,297	14.1%	1,427	13.8%	1,556	13.6%
Ultrasound	1,497	16.3%	1,797	17.4%	2,096	18.3%
Total	**9,205**	**100.0%**	**10,326**	**100.0%**	**11,447**	**100.0%**

18. Section B, Economic Feasibility Item A (Project Costs Chart)

Please provide a breakdown of the $1,134,589.45 by equipment type.

Are all the costs associated with the MRI equipment including installation of the equipment included in the Project Costs Chart? If not, please make the necessary adjustments.

Response: The equipment breakdown is as follows:

Modality	Cost per Quote
Refurb GE MRI	$475,989.45
CT Scanner	205,000.00
3D Mammo	299,000.00
Ultrasound	73,000.00

X-Ray	81,600.00
	$1,134,589.45

All costs associated with the install of the MRI are included in the Project Costs Chart within the Construction Costs line item.

19. Section B, Economic Feasibility, Items B (Funding)

It is noted Administrative, Architectural, Engineering, Construction, Equipment and Furniture cost of $1,780,301.44 will be provided though a commercial loan. However, please clarify how interim financing ($44,507.54), Reserve for One Year's Debt Service ($403,157.81), and the CON filing fee ($20,346.04) will be paid.

Please provide a revised letter from Pinnacle Bank identifying the expected interest rate and term of the loan.

Response: The interim financing ($44,507.54) costs, Reserve for One Year's Debt Service ($403,157.81), and CON filing fee ($20,346.04) will be paid from the current cash flows of Middle Tennessee Imaging, LLC.

Revised letter from Pinnacle Bank noting the interest rate and maturity of the loan is attached. See Tab 15R.

20. Section B, Economic Feasibility, Item D (Projected Data Chart)

On page 40 the applicant refers to "Line D.8.a" regarding Fees to Affiliates. However, there is no line "D.8.a" in the Projected Data Chart. Please clarify.

Response: This should be a reference to line D.5.a of the Projected Data Chart. Revised page 40 and relabeled as page 40R. See Tab 16R.

21. Section B, Economic Feasibility Item E.1

The table for the gross charge, deduction from revenue, and average net charge for the total facility on page 43 is noted. However, please also provide the same table for the MRI service for Year One and Year Two.

Response: Completed table for MRI only below.

	Previous Year	Current Year	Year One	Year Two	% Change (Current Year to Year 2)
Gross Charge *(Gross Operating Revenue/Utilization Data)*	N/A	N/A	$2,092	$2,092	0.00%
Deduction from Revenue *(Total Deductions/Utilization Data)*	N/A	N/A	$1,578	$1,578	0.00%

Average Net Charge *(Net Operating Revenue/Utilization Data)*	N/A	N/A	$371	$371	0.00%

22. Section B, Economic Feasibility Item E.3.

Please also include a comparison to HSDA Equipment Registry MRI range of charges in the response to this question (1st Quartile, Median, 3rd Quartile).

Response: The average charge in 2017 for all MRIs in Davidson County and Rutherford County is $2,925 per MRI based on the data reported for 2017 to the HSDA Equipment Registry. The average charge for MRI services at the proposed center is $2,092 or 71.5% of the average MRI charge. Of the MRI providers that submitted 2017 data to the HSDA for MRI charges, the proposed center's charges are in the 2nd Quartile of average charges (e.g. 15 MRI provider locations have average charges that are less than the Applicant's proposed charges, and 17 MRI provider locations have average charges that are greater than the Applicant's average MRI charges.

23. Section B, Economic Feasibility Item F.3. (Capitalization Ratio)

Please show the calculations for the capitalization ratio of 17.38%.

Response: From MTI's December 31, 2017, Financial Statements: (Long Term Debt of $1,782,953/(Long Term Debt of $1,782,953 + Total Equity of $8,475,425)) x 100 = 17.38%.

24. Section B, Economic Feasibility Item G. (Payor Mix)

Please complete the following table for the proposed MRI project only:

Response: Completed table for MRI only below.

Applicant's Projected Payor Mix, Year 1

Payor Source	Projected Gross Operating Revenue	As a % of total
Medicare/Medicare Managed Care	$ 739,634	13.85%
TennCare/Medicaid	741,236	13.88%
Commercial/Other Managed Care	3,434,893	64.32%
Self-Pay	91,319	1.71%
Charity Care	32,042	0.60%
Other (Specify) Champus & Other.	301,195	5.64%
Total	**$ 5,340,319**	**100.00%**

Please clarify if the applicant will accept BC/BS Network P, Network S, Network M, TennCare Select, Cover Kids, Blue Advantage (Medicare Advantage), and Cigna Local Plus (Narrow Network) Health plans.

Response: MTI/Premier Radiology accepts BCBS P, S, & M Networks, TennCare Select, Cover Kids, and Blue Advantage (Medicare Advantage) plans. We are in-network with Cigna (via eviCore), but we are not currently in-network with the Cigna Local Plus Narrow Network plan.

25. Section B, Economic Feasibility Item I (1).

Please discuss the alternative of utilizing Premier Radiology's mobile MRI unit to serve this location rather than installing a fixed unit.

Response: The MTI/Premier Radiology mobile MRI unit is not a viable alternative for the MTI Antioch site. This unit (authorized to serve 19 counties) is highly utilized and currently lacks any available days to service MTI Antioch without taking away service from other MTI locations.

26. Section B, Orderly Development Item D. 1

It is noted by the applicant that all MTI facilities are in full compliance with all applicable licensure and accreditation requirements. Please provide a brief letter from licensure and the accrediting body that documents full compliance.

Response: See the attached Facility Listing document from the Department of Health that notes each Premier Imaging center in good standing. As it relates to the American College of Radiology (ACR), each individual piece of equipment is accredited as opposed to the center itself (overall listing included in the original application - Tab 20). The MRI certificates for each location are attached. See Tab 17R.

27. Section B, Orderly Development Item F. Outstanding Projects

Please provide more details of the current progress of CN1707-020 (St. Thomas Highlands Hospital), CN1701-021 (St. Thomas Rutherford Hospital), and CN1707-022 (St. Thomas Surgery Center New Salem).

Response: See updates below:

- CN1706-020, St. Thomas Highlands Hospital – Architectural plans have been reviewed and approved by the TN Department of Health. Construction contracts have been bid and work has commenced.

- CN 1701-021, St. Thomas Rutherford Hospital – Architectural plans are being reviewed in conjunction with the construction company. Project remains on time and on budget. Construction is expected be begin October 2018.

- CN 1707-022, St. Thomas Surgery Center, New Salem – Final land acquisition was completed March 19, 2018, clearing the way for further development.

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May 30, 2018
09:38 A.M.

28. Section B, Quality Measures

Please verify and acknowledge the applicant will be evaluated annually whether the proposal will provide health care that meets appropriate quality standards upon the following factors:

(3) Quality. Whether the proposal will provide health care that meets appropriate quality standards may be evaluated upon the following factors:

(a) Whether the applicant commits to maintaining staffing comparable to the staffing chart presented in its CON application;

(b) Whether the applicant will obtain and maintain all applicable state licenses in good standing;

(c) Whether the applicant will obtain and maintain TennCare and Medicare certification(s), if participation in such programs was indicated in the application;

(d) Whether an existing healthcare institution applying for a CON has maintained substantial compliance with applicable federal and state regulation for the three years prior to the CON application. In the event of non-compliance, the nature of non-compliance and corrective action shall be considered;

(e) Whether an existing health care institution applying for a CON has been decertified within the prior three years. This provision shall not apply if a new, unrelated owner applies for a CON related to a previously decertified facility;

(f) Whether the applicant will participate, within 2 years of implementation of the project, in self-assessment and external assessment against nationally available benchmark data to accurately assess its level of performance in relation to established standards and to implement ways to continuously improve.

1. This may include accreditation by any organization approved by Centers for Medicare and Medicaid Services (CMS) and other nationally recognized programs. The Joint Commission or its successor, for example, would be acceptable if applicable. Other acceptable accrediting organizations may include, but are not limited to, the following:

American College of Radiology, for Positron Emission Tomography, Magnetic Resonance Imaging and Outpatient Diagnostic Center projects;

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Response: The applicant has verified and acknowledges that it will be evaluated annually whether the proposal will provide health care that meets appropriate quality standards upon items (3)(a) through (3)(f) as provided above.

Thank you for the opportunity to provide this supplemental information. Should you have questions or require additional information, please do not hesitate to contact me.

A notarized affidavit is provided as Tab 18R.

Sincerely,

Mark Gaw
Chief Financial Officer

attachments

Supplemental #1
May 30, 2018
09:38 A.M.

CN1805-021

Premier Radiology

May 25, 2018

Tab 1R

Supplemental Response to Question #1

(Map – Distance from 5801 Crossings Blvd to 3754 Murfreesboro Pike)

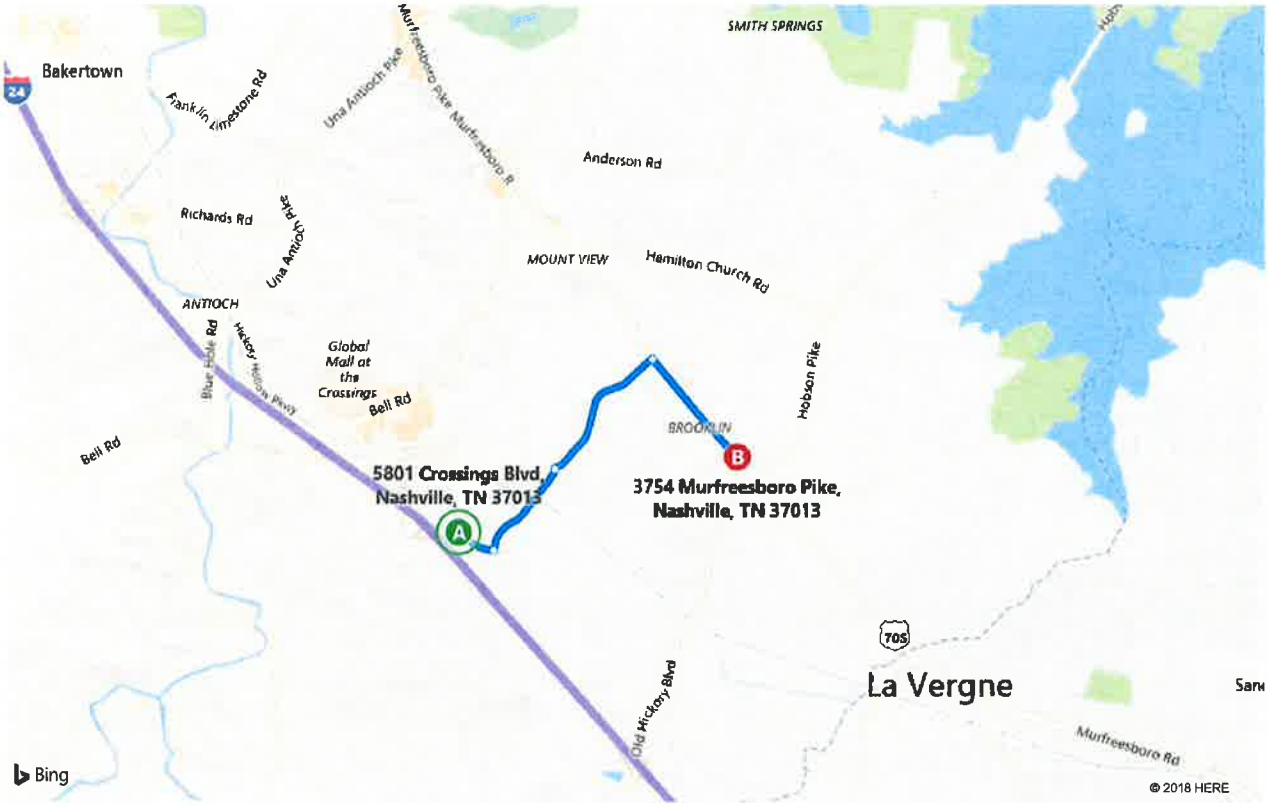
Supplemental #1
May 30, 2018
09:38 A.M.

bing maps

A 5801 Crossings Blvd, Nashville, TN 37013
B 3754 Murfreesboro Pike, Nashville, TN 37013

9 min, 3.0 mi
Moderate traffic (6 min without traffic)
Via Mt View Rd, US-41

Type your route notes here



CN1805-021

Premier Radiology

May 25, 2018

Tab 2R

Supplemental Response to Question #3

(Amendment to Administrative Services Agreement)

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

This AMENDMENT ("**Amendment**") is entered into this 26th day of September, 2013, by and between Middle Tennessee Imaging, LLC, a Tennessee limited liability Company (the "Company") and PhyData, LLC, a Tennessee limited liability company ("**Administrator**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in that certain Administrative Services Agreement by and between the Company and Administrator dated as of April 1, 2011 (the "**Agreement**").

WHEREAS, in accordance with the terms of the Agreement, Administrator provides certain Administrative Services to the Company; and

WHEREAS, the Company and Administrator have agreed to reduce the fee that Administrator charges pursuant to the Agreement for the Administrative Services as set forth in this Amendment;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Amendment to Section 4.1. In accordance with the terms of Section 8.4 of the Agreement, the words "four and one-half percent (4.5%)" in the third and fourth lines of Section 4.1 of the Agreement are hereby are hereby deleted and replaced with the words "two and one-quarter percent (2.25%)" The parties agree that the modified administrative services fee provided for in this Amendment shall be effective as of April 1, 2013

2. Term. Section 5.1 of the Agreement is deleted in its entity and replaced with the following:

Following the initial term of the Agreement, which ended on March 31, 2012, the Agreement renewed for an additional one year term, and the Agreement will automatically renew for successive one year terms unless either party gives the other party at least 90 days' notice prior to the expiration of the then effective term.

3. No Other Changes. Except as expressly amended hereby, the Agreement remains unchanged and shall remain in full force and effect, in accordance with its terms.

4. Entire Agreement. This Amendment, together with the Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which, including facsimiles thereof, shall be deemed to be an original and each such counterpart shall together constitute the same agreement.

6. Governing Law. The parties agree that this Amendment shall be construed and enforced in accordance with the laws of the State of Tennessee without regard to principals of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

Company:

MIDDLE TENNESSEE IMAGING, LLC

By: _____
Name: Chad L. Calendine, M.D.
Title: President

Administrator:

PHYDATA, LLC

By: _____
Name: Ryan Brown
Title: General Counsel

CN1805-021

Premier Radiology

May 25, 2018

Tab 3R

Supplemental Response to Question #4

Part A

(Memorandum of Lease)

Supplemental #1
May 30, 2018
09:38 A.M.

PREPARED BY AND WHEN RECORDED
RETURN TO:

Michael B. Noble, Esq.
Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, Tennessee 37203

MEMORANDUM OF LEASE, RIGHT OF
FIRST REFUSAL AND RESTRICTIONS

THIS MEMORANDUM OF LEASE, RIGHT OF FIRST REFUSAL AND RESTRICTIONS (the "***Agreement***") is made as of the 18 day of May, 2018, by and between ANTIOCH-MOSAIC INVESTORS, LLC, a Tennessee limited liability company ("***Landlord***"), and SAINT THOMAS HEALTH, a Tennessee not-for-profit corporation ("***Tenant***").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated April 12, 2017 (the "***Lease***"), pursuant to which Landlord leases to Tenant certain real property located in Nashville, Davidson County, Tennessee and more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference, including, but not limited to, all buildings, structures and other improvements now or hereafter located thereon and all rights, interests, easements, privileges, tenements, hereditaments and other matters appurtenant thereto (collectively, the "***Premises***"); and

WHEREAS, Landlord and Tenant desire to give all Persons notice of the terms and conditions of the Lease; and

WHEREAS, Landlord has agreed to create, establish and impose certain covenants and restrictions for the benefit of Tenant as set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Any capitalized terms used but not expressly defined herein shall have the meaning ascribed to them in the Lease.

2. Lease. Landlord does hereby lease to Tenant, and Tenant does hereby take and hire from Landlord, the Premises upon the terms set forth in the Lease. The Lease is incorporated in this Agreement by reference. In the event of any conflict between the provisions of this Agreement and the provisions of the Lease, the provisions of the Lease shall govern and control.

3. Term. Unless earlier terminated or extended in accordance with the terms of the Lease, the initial term of the Lease (the "***Initial Term***") shall commence on the Commencement Date and expire at midnight on the last day of the one hundred twentieth (120th) full calendar month after the month in which the Commencement Date occurs. The Lease grants Tenant three (3) extension options (such options being individually referred to as an "***Extension Option***" and collectively referred to as the "***Extension Options***"), each of which, if exercised, shall extend the term of this Lease for an additional five (5) years (each an "***Extension Period***").

4. Signage. Tenant may install any and all signs, banners and other advertising materials on the Premises (interior and exterior) that are permitted under Applicable Laws, on the terms and conditions set forth in the Lease.

5. Intent. All Persons are hereby put on notice of, and shall have a duty to inquire regarding, the terms of the Lease.

6. No Liens. Notice is hereby given that Landlord will not be liable for any work, services, materials or labor furnished to Tenant during the Term, and no mechanic's, materialmen's or other lien arising or resulting from Tenant's failure to pay any amounts owed by Tenant shall attach to Landlord's interest in the Premises.

7. Transfer Restrictions. The Lease contains restrictions on the sale, transfer, assignment or conveyance of the Landlord's interest in the Premises and/or the Lease, on the terms and conditions set forth in the Lease.

8. Right of First Refusal. The Lease grants Tenant a right of first refusal to purchase the Premises, on the terms and conditions set forth in the Lease.

9. Successors. This Agreement shall inure to the benefit of and be binding upon Landlord and Tenant and their respective representatives, successors and assigns.

10. Governing Law. The laws of the State of Tennessee shall govern the interpretation, validity, performance, and enforcement of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

Supplemental #1
May 30, 2018
9:38 A.M.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be duly executed as of the day and year first above written.

TENANT:

Saint Thomas Health,
a Tennessee not-for-profit corporation

By: _____
Name: Lisa Davis
Title: CFO

STATE OF Tennessee
COUNTY OF Davidson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Lisa Davis, whose name as CFO of Saint Thomas Health, a Tennessee not-for-profit corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, she / he, in her / his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 17 day of May, 2018.

Jeannie Storey
Notary Public
My Commission Expires: 9/7/2021

JEANNIE STOREY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires September 7, 2021

Supplemental #1
May 30, 2018
09:38 A.M.

LANDLORD:

Antioch-Mosaic Investors, LLC,
a Tennessee limited liability company

By: BGV Medical Office, LLC,
a Florida limited liability company,
its Managing Member

By: BGV Limited, LLLP, a Florida
limited liability limited partnership

By: _____
Its: _____

STATE OF Florida
COUNTY OF Pinellas

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that David S. Coia, whose name as Member Mgr. of BGV Limited, LLLP, a Florida limited liability partnership, as Member of BGV Medical Office, LLC, a Florida limited liability company, as Managing Member of Antioch-Mosaic Investors, LLC, a Tennessee limited liability company, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, she / he, in her / his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability partnership on the day the same bears date.

Given under my hand this the 18 day of MAY, 2018.

M. Sassone Richey
Notary Public
My Commission Expires: 4.2.2022

M. SASSONE RICHEY
Notary Public – State of Florida
Commission # GG 166929
My Comm. Expires Apr 2, 2022
Bonded through National Notary Assn.

EXHIBIT A

A TRACT OF LAND IN THE 33RD COUNCILMANIC DISTRICT OF METROPOLITAN NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, LYING ALONG THE NORTHEASTERLY MARGIN OF MURFREESBORO PIKE (U.S. HIGHWAY 41 & 70-S) AND THE NORTHERLY MARGIN OF HOBSON PIKE. SAID TRACT OF LAND BEING FURTHER SHOWN AS PARCEL 253.00 ON DAVIDSON COUNTY TAX MAP NO. 163 ACCORDING TO A SURVEY PREPARED BY JAMES G. TERRY, TENNESSEE LAND SURVEYOR NO. 2287, JAMES TERRY & ASSOCIATES DATED MAY 25, 2016, LAST REVISED JANUARY 11, 2017, AS JOB NO. 2016-285 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE HIGHWAY MONUMENT (FOUND) ON THE NORTHERLY RIGHT-OF-WAY LINE OF HOBSON PIKE (RIGHT-OF-WAY WIDTH VARIES) AT THE EASTERLY END OF THE NORTHEASTERLY INTERSECTION OF SAID HOBSON PIKE AND MURFREESBORO PIKE (U.S. HWY. 41 & 70-S), RIGHT-OF-WAY WIDTH VARIES; THENCE,

1. WITH THE NORTHEASTERLY INTERSECTION OF SAID HOBSON PIKE AND MURFREESBORO PIKE, NORTH 80 DEGREES 06 MINUTES 44 SECONDS WEST, 157.79 FEET TO A CONCRETE HIGHWAY MONUMENT, (FOUND) IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID MURFREESBORO PIKE (U.S. HWY. 41 & 70-S); THENCE,

2. WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID MURFREESBORO PIKE, NORTH 42 DEGREES 44 MINUTES 10 SECONDS WEST, 279.00 FEET TO AN IRON ROD (NEW); THENCE,

3. IN A NORTHWESTERLY DIRECTION WITH A CURVE TO THE LEFT HAVING A RADIUS OF 3870.00-FEET, A CENTRAL ANGLE OF 01 DEGREES 59 MINUTES 58 SECONDS, FOR AN ARC LENGTH OF 135.06 FEET TO AN IRON ROD (NEW), SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 43 DEGREES 44 MINUTES 10 SECONDS WEST, 135.05 FEET; THENCE,

4. NORTH 40 DEGREES 49 MINUTES 40 SECONDS WEST, 69.70 FEET TO AN IRON ROD (NEW) AT THE SOUTHEASTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO TEAMSTERS FREIGHT EMPLOYEES LOCAL UNION NO. 480 AS OF RECORD IN DEED BOOK 4361, PAGE 427, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,

5. LEAVING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE, AND WITH THE EASTERLY PROPERTY LINE OF SAID TEAMSTERS FREIGHT EMPLOYEES LOCAL UNION NO. 480 PROPERTY, NORTH 48 DEGREES 18 MINUTES 21 SECONDS EAST, 341.35 FEET TO AN IRON ROD (NEW) IN THE SOUTHERLY PROPERTY LINE OF A TRACT OF LAND CONVEYED TO THE UNITED STATES OF AMERICA AS OF RECORD IN DEED BOOK 11230, PAGE 763, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,

6. LEAVING TEAMSTERS FREIGHT EMPLOYEES LOCAL UNION NO. 480 PROPERTY AND WITH THE SOUTHERLY PROPERTY LINE OF SAID UNITED STATES OF

AMERICA PROPERTY, SOUTH 42 DEGREES 34 MINUTES 36 SECONDS EAST, 308.37 FEET TO AN IRON PIPE; THENCE

7. CONTINUING WITH SOUTHERLY RIGHT-OF-WAY LINE OF SAID UNITED STATES OF AMERICA, NORTH 47 DEGREES 19 MINUTES 44 SECONDS EAST, 99.79 FEET TO AN IRON PIN (OLD);

8. CONTINUING WITH SOUTHERLY RIGHT-OF-WAY LINE OF SAID UNITED STATES OF AMERICA SOUTH 42 DEGREES 36 MINUTES 46 SECONDS EAST, 342.34 FEET TO AN IRON PIPE (OLD), IN THE NORTHERLY RIGHT OF WAY OF SAID HOBSON PIKE; THENCE

9. WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HOBSON PIKE, SOUTH 55 DEGREES 12 MINUTES 24 SECONDS WEST, 347.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 237,945 SQUARE FEET OR 5.462 ACRES, MORE OR LESS, AS CALCULATED BY THE ABOVE COURSES AND DISTANCES WHICH WERE WITHIN THE PRECISION REQUIREMENTS OF AN ALTA/ACSM LAND TITLE SURVEY IN 2011.

Being the same property conveyed to Antioch-Mosaic Investors, LLC by Special Warranty Deed of record in Instrument No. 20170413-0036397, in the Register's Office for Davidson County, Tennessee.

Supplemental #1
May 30, 2018
09:38 A.M.

CN1805-021

Premier Radiology

May 25, 2018

Tab 3R

Supplemental Response to Question #4

Part B

(Special Warranty Deed)

Supplemental #1
May 30, 2018
09:38 A.M.

ADDRESS NEW OWNER	MAP/PARCEL	SEND TAX BILLS TO:
Antioch-Mosaic Investors, LLC 2300 Curlew Road, Suite 100 Palm Harbor, Florida 34683-6802	16400025300	Same as New Owner
This instrument prepared by Matthew T. Harris, Esq. Baker, Donelson, Bearman, Caldwell & Berkowitz, PC 211 Commerce Street, Suite 800 Nashville, TN 37201		

Davidson County DEEDWARRSP
Recvd: 04/13/17 14:55 7 pgs
Fees:38.00 Taxes:1457.02
20170413-0036397

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Belz/Becker-Lewis-Shlenker Properties**, a Tennessee joint venture (successor by name change to Belz-McDowell Properties) ("Grantor"), has transferred, bargained, sold, granted and conveyed, and by these presents does hereby transfer, bargain, sell, grant and convey to **Antioch-Mosaic Investors, LLC**, a Tennessee limited liability company ("Grantee"), Grantee's successors and assigns, certain unimproved land in Davidson County, Tennessee, being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those exceptions listed on **Exhibit B** attached hereto and incorporated herein by reference (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property with all the appurtenances, estate, title and interest thereunto belonging or in any wise appertaining unto the Grantee, his heirs and assigns in fee simple forever.

Grantor further covenants and binds itself to warrant and forever defend title to the Property to the Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor.

STATE OF TENNESSEE
COUNTY OF Davidson

This actual consideration or value, whichever is greater, is $393,790.00.

Claire Beebe
Affiant

Subscribed and sworn to before me this 13th day of ~~March~~ April, 2017.

Elizabeth Peebles
Notary Public

My Commission Expires: 5/6/19

ELIZABETH PEEBLES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Supplemental #1
May 30, 2018
09:38 A.M.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed the 29th day of March, 2017.

BELZ/BECKER-LEWIS SHLENKER PROPERTIES

By: Belz Investco GP
By: URCO, Inc., its Managing Partner

By: _____
Morris I. Thomas, Vice President

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public in and for said county and state, the within named, MORRIS I. THOMAS, with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the VICE PRESIDENT of URCO, Inc., a Tennessee corporation, managing partner of BELZ INVESTCO GP, a Tennessee general partnership, the within named bargainor, and that he as such VICE PRESIDENT, executed the foregoing instrument for the purposes therein contained, by signing for URCO, Inc., as managing partner of BELZ INVESTCO GP by himself as VICE PRESIDENT.

WITNESS MY HAND AND OFFICIAL SEAL, the 29th day of March 2017.

_____
NOTARY PUBLIC

SANDRA PERRY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. OCT. 03, 2020

My Commission Expires: _____

Supplemental #1
May 30, 2018
09:38 A.M.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 28th day of March, 2017.

BELZ/BECKER-LEWIS SHLENKER PROPERTIES

By: Goldeneye Partners II, LTD.
By: Goldeneye, Inc., its General Partner

By: _____
Barry M. Lewis, President

STATE OF TEXAS
COUNTY OF Harris

Personally appeared before me, the undersigned Notary Public in and for said county and state, the within named BARRY M. LEWIS, with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the PRESIDENT of GOLDENEYE, INC., general partner of GOLDENEYE PARTNERS II, LTD., the within named bargainor, and that he as such PRESIDENT executed the foregoing instrument for the purposes therein contained, by signing for GOLDENEYE, INC., as general partner of GOLDENEYE PARTNERS II, LTD., by himself as PRESIDENT.

WITNESS MY HAND AND OFFICIAL SEAL, the 28th day of March, 2017.

_____
NOTARY PUBLIC

My Commission Expires: Sept. 21, 2019

KATHLEEN M. COX
My Commission Expires
September 21, 2019

EXHIBIT A

A TRACT OF LAND IN THE 33rd COUNCILMANIC DISTRICT OF METROPOLITAN NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, LYING ALONG THE NORTHEASTERLY MARGIN OF MURFREESBORO PIKE, (U.S. HIGHWAY 41 & 70-S), AND THE NORTHERLY MARGIN OF HOBSON PIKE. SAID TRACT OF LAND BEING FURTHER SHOWN AS PARCEL 253.00 ON DAVIDSON COUNTY TAX MAP NO. 163 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE HIGHWAY MONUMENT (FOUND) ON THE NORTHERLY RIGHT-OF-WAY LINE OF HOBSON PIKE (RIGHT OF WAY WIDTH VARIES) AT THE EASTERLY END OF THE NORTHEASTERLY INTERSECTION OF SAID HOBSON PIKE AND MURFREESBORO PIKE (U.S. HWY. 41 & 70-S), RIGHT-OF-WAY VARIES; THENCE,

1. WITH THE NORTHEASTERLY INTERSECTION OF SAID HOBSON PIKE AND MURFREESBORO PIKE, NORTH 80 DEGREES 06 MINUTES 44 SECONDS WEST, 157.79 FEET TO A CONCRETE HIGHWAY MONUMENT, (FOUND) IN THE NORTHEASTERLY RIGHT- OF- WAY LINE OF SAID MURFREESBORO PIKE (U.S. HWY. 41 & 70-S); THENCE,

2. WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID MURFREESBORO PIKE, NORTH 42 DEGREES 44 MINUTES 10 SECONDS WEST, 279.00 FEET TO AN IRON ROD (NEW); THENCE,

3. IN A NORTHWESTERLY DIRECTION WITH A CURVE TO THE LEFT HAVING A RADIUS OF 3870.00 FEET, A CENTRAL ANGLE OF 01 DEGREES 59 MINUTES 58 SECONDS, FOR AN ARC LENGTH OF 135.06 FEET TO AN IRON ROD (NEW), SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 43 DEGREES 44 MINUTES 10 SECONDS WEST, 135.05 FEET; THENCE,

4. NORTH 40 DEGREES 49 MINUTES 40 SECONDS WEST, 69.70 FEET TO AN IRON ROD (NEW) AT THE SOUTHEASTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO TEAMSTERS FREIGHT EMPLOYEES LOCAL UNION NO. 480 AS OF RECORD IN DEED BOOK 4361, PAGE 427, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,

5. LEAVING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE, AND WITH THE EASTERLY PROPERTY LINE OF SAID TEAMSTERS FREIGHT EMPLOYEES LOCAL UNION NO. 480 PROPERTY, NORTH 48 DEGREES 18 MINUTES 21 SECONDS EAST, 341.35 FEET TO AN IRON ROD (NEW) IN THE SOUTHERLY PROPERTY LINE OF A TRACT OF LAND CONVEYED TO THE UNITED STATES OF AMERICA AS OF RECORD IN DEED BOOK 11230, PAGE 763, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE,

6. LEAVING SAID TEAMSTER'S FREIGHT EMPLOYEES LOCAL UNION NO. 480 PROPERTY AND WITH THE SOUTHERLY PROPERTY LINE OF SAID UNITED STATES OF AMERICA PROPERTY, SOUTH 42 DEGREES 34 MINUTES 36 SECONDS EAST, 308.37 FEET TO AN IRON PIPE; THENCE,

7. CONTINUING WITH SOUTHERLY PROPERTY LINE OF SAID UNITED STATES OF AMERICA PROPERTY, NORTH 47 DEGREES 19 MINUTES 44 SECONDS EAST, 99.79 FEET TO AN IRON PIN (OLD)

8. CONTINUING WITH SOUTHERLY RIGHT-OF-WAY LINE OF SAID UNITED STATES OF AMERICA, SOUTH 42 DEGREES 36 MINUTES 46 SECONDS EAST, 342.34 FEET TO AN IRON PIPE (OLD), IN THE NORTHERLY RIGHT OF WAY OF SAID HOBSON PIKE; THENCE,

9. WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HOBSON PIKE, SOUTH 55 DEGREES 12 MINUTES 24 SECONDS WEST, 347.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 237,945 SQUARE FEET OR 5.462 ACRES, MORE OR LESS, AS CALCULATED BY THE ABOVE COURSES AND DISTANCES WHICH WERE WITHIN THE PRECISION REQUIREMENTS OF AN ALTA/ACSM LAND TITLE SURVEY OF 2011.

BEING PART OF THE SAME PROPERTY CONVEYED TO BELZ-McDOWELL PROPERTIES, A JOINT VENTURE BY DEED FROM THE McDOWELL DEVELOPMENT CORPORATION OF RECORD IN BOOK 4713, PAGE 303, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE SAID BELZ-McDOWELL PROPERTIES HAS SINCE CHANGED THE NAME OF THE JOINT VENTURE TO BELZ/BECKER-LEWIS-SHLENKER PROPERTIES AS EVIDENCED BY MEMORANDUM OF AMENDED AND RESTATED JOINT VENTURE AGREEMENT OF RECORD IN BOOK 6550, PAGE 837, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 2017 and subsequent years
2. Clearance Permit of record in Book 1113, page 528, Register's Office for Davidson County, Tennessee.
3. Grant of Transmission Line Easement of record in Instrument No. 200706140071446, Register's Office for Davidson County, Tennessee.

Supplemental #1
May 30, 2018
09:38 A.M.

True Copy Certification

I, Jay H. Smith, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, Jay H. Smith who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

JODEAN M. KING
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

My Commission Expires: 6/20/2017

Notary Seal:

CN1805-021

Premier Radiology

May 25, 2018

Tab 4R

Supplemental Response to Question #5

(Relabeling of page 8 from the original application)

7. Type of Institution ***(Check as appropriate--more than one response may apply)***

A.	Hospital (Specify)_____	_____	H	Nursing Home	_____
B.	Ambulatory Surgical Treatment Center (ASTC), Multi-Specialty	_____	I.	Outpatient Diagnostic Center	X
C.	ASTC, Single Specialty	_____	J.	Rehabilitation Facility	_____
D.	Home Health Agency	_____	K.	Residential Hospice	_____
E.	Hospice	_____	L.	Nonresidential Substitution-Based Treatment Center for Opiate Addiction	_____
F.	Mental Health Hospital	_____			
G.	Intellectual Disability Institutional Habilitation Facility ICF/IID	_____	M.	Other (Specify)_____	_____

Check appropriate lines(s).

8. Purpose of Review ***(Check appropriate lines(s) – more than one response may apply)***

A.	New Institution	X	F.	Change in Bed Complement [*Please note the type of change by underlining the appropriate response: Increase, Decrease, Designation, Distribution, Conversion, Relocation*]	_____
B.	Modifying an ASTC with limitation still required per CON	_____			
C.	Addition of MRI Unit	_____			
D.	Pediatric MRI	_____			
E.	Initiation of Health Care Service as defined in T.C.A. §68-11-1607(4) (Specify) ODC, MRI	X	G.	Satellite Emergency Dept.	_____
			H.	Change of Location	_____
			I.	Other (Specify)_____	_____

9. Medicaid/TennCare, Medicare Participation

MCO Contracts [Check all that apply]

X AmeriGroup X United Healthcare Community Plan X BlueCare X TennCare Select

Medicare Provider Number *10G706948*

Medicaid Provider Number *3790913*

Certification Type _____

If a new facility, will certification be sought for Medicare and/or Medicaid/TennCare?

Medicare X Yes __No __N/A Medicaid/TennCare X Yes __No __N/A

Supplemental #1
May 30, 2018
09:38 A.M.

CN1805-021

Premier Radiology

May 25, 2018

Tab 5R

Supplemental Response to Question #6

(Revision of page 11 from the original application)

12. Square Footage and Cost Per Square Footage Chart

Unit/Department	Existing Location	Existing SF	Temporary Location	Proposed Final Location	Proposed Final Square Footage		
					Renovated	New	Total
Imaging	**N/A**	**-0-**	**N/A**	**First Floor**	**-0-**	**2,748**	**2,748**
Unit/Department GSF Sub-Total	**N/A**	**-0-**	**N/A**	**First Floor**	**-0-**	**-0-**	**2,748**
Other GSF Total							
Total GSF	**N/A**	**-0-**	**N/A**	**First Floor**	**-0-**	**2,748**	**2,748**
*Total Cost					**-0-**	**$549,600**	**$549,600**
**Cost Per Square Foot					**-0-**	**$200.00**	**$200.00**

RESPONSE 1: Cost per square foot above does not include $50.00/RSF tenant improvement allowance. Line A5 on the project cost chart is calculated as follows: $549,600 minus $153,888 ($50* 3,078 RSF) = $395,712. Cost per Square Foot Is Within Which Range *(For quartile ranges, please refer to the Applicant's Toolbox on www.tn.gov/hsda)* **RESPONSE 2**: Data not available for ODCs.	☐ Below 1st Quartile ☐ Between 1st and 2nd Quartile ☐ Between 2nd and 3rd Quartile ☐ Above 3rd Quartile	☐ Below 1st Quartile ☐ Between 1st and 2nd Quartile ☐ Between 2nd and 3rd Quartile ☐ Above 3rd Quartile	☐ Below 1st Quartile ☐ Between 1st and 2nd Quartile ☐ Between 2nd and 3rd Quartile ☐ Above 3rd Quartile

* The Total Construction Cost should equal the Construction Cost reported on line A5 of the Project Cost Chart.

Supplemental #1
May 30, 2018
09:38 A.M.

CN1805-021

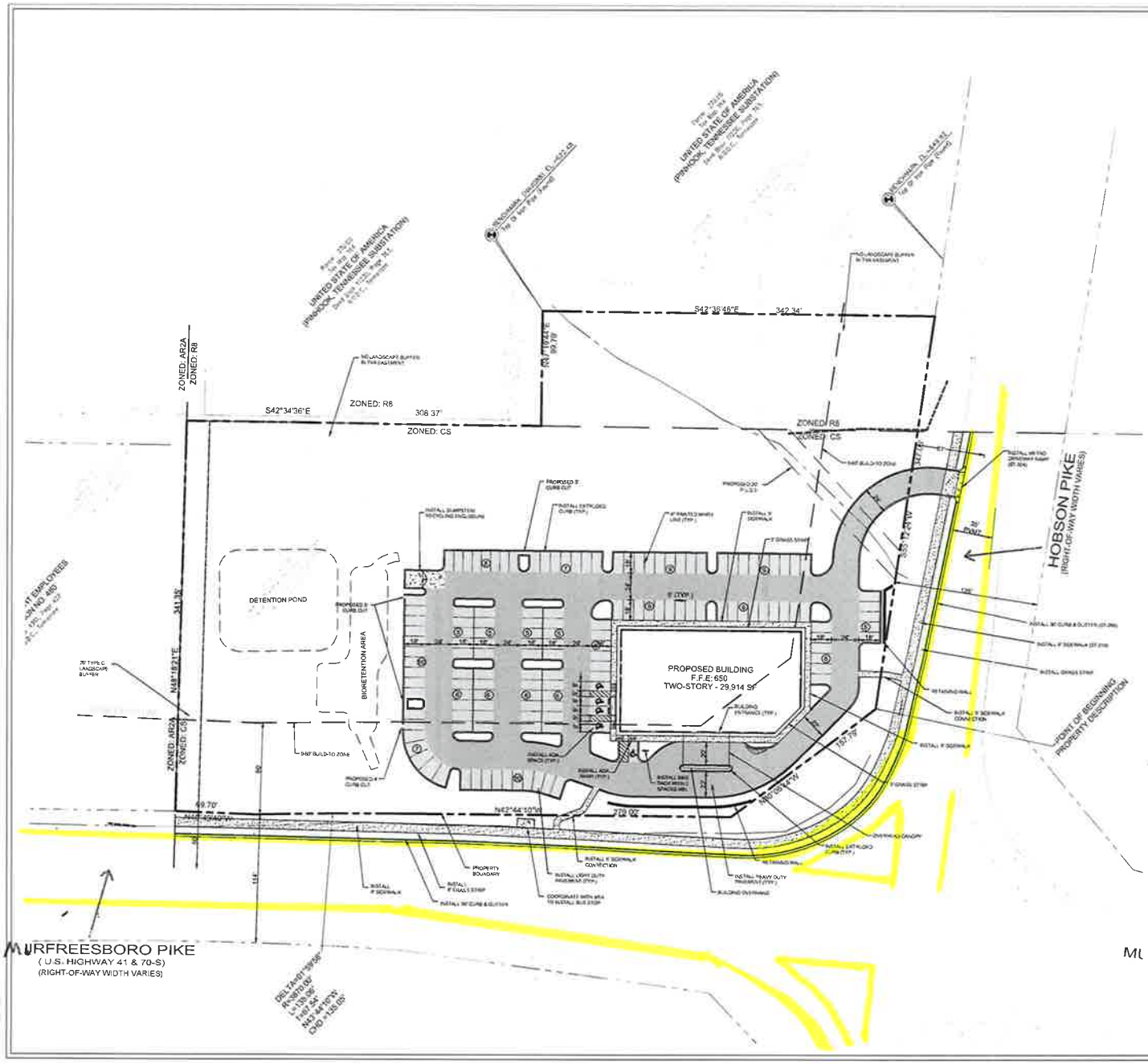
Premier Radiology

May 29, 2018

Tab 6R

Supplemental Response to Question #7

(Revision of plot plan)



SITE CONSTRUCTION NOTES

1. THE NECESSARY PERMITS FOR THE WORK SHOWN ON THESE SITE DEVELOPMENT PLANS WILL BE OBTAINED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF ANY WORK ON THIS PROJECT. THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES AND OBTAIN ALL PERMITS AND PAY ALL FEES INVOLVED IN SECURING SAID PERMITS. HE SHALL ALSO COMPLY WITH ALL CITY, COUNTY AND STATE BUILDING LAWS, ORDINANCES OR REGULATIONS RELATING TO THE CONSTRUCTION OF PROJECTS SUCH AS THIS ONE
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL BEAR ALL EXPENSES OF FIELD STAKING NECESSARY FOR SITE AND BUILDING LAYOUT. ALL LAYOUT SHALL BE PERFORMED IN ACCORDANCE WITH DETAIL PLANS AS OUTLINED IN THE SITE LAYOUT PLAN
3. THE LOCATION OF EXISTING PIPING AND UNDERGROUND UTILITIES, SUCH AS WATER AND GAS LINES, ELECTRICAL AND TELEPHONE CONDUITS, ETC., AS SHOWN ON THIS PORTION OF THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION BY ACTUAL SURVEYS, OR TAKEN FROM THE RECORDS AND DRAWINGS OF THE EXISTING UTILITIES. HOWEVER, THE CIVIL ENGINEER DOES NOT ASSUME RESPONSIBILITY THAT, DURING CONSTRUCTION, THE POSSIBILITY OF UTILITIES OTHER THAN THOSE SHOWN MAY BE ENCOUNTERED OR THAT ACTUAL LOCATION OF THOSE SHOWN MAY VARY SOMEWHAT FROM THE LOCATION DESIGNATED ON THIS PORTION OF THE PLANS. IN AREAS WHERE IT IS NECESSARY THAT THE EXACT LOCATIONS OF UNDERGROUND LINES BE KNOWN, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, FURNISH ALL LABOR AND TOOLS TO EITHER VERIFY AND SUBSTANTIATE OR DEFINITELY ESTABLISH THE LOCATION OF THE LINES
4. THE CONTRACTOR MUST UNDERSTAND THAT THE WORK IS ENTIRELY AT HIS RISK UNTIL SAME IS ACCEPTED AND HE WILL BE HELD RESPONSIBLE FOR ITS SAFETY BY THE OWNER THEREFORE. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY TEMPORARY WORKS FOR THE PROTECTION OF THE WORK, INCLUDING BARRICADES, WARNING SIGNS, AND LIGHTS
5. IF, DURING THE CONSTRUCTION OF THE SITE DEVELOPMENT PORTION OF THIS PROJECT, A QUESTION OF INTENT OR CLARITY ARISES FROM EITHER THE PLANS OR SPECIFICATIONS, THE CONTRACTOR WILL IMMEDIATELY BRING THE MATTER TO THE ATTENTION OF THE CIVIL ENGINEER FOR RESOLUTION BEFORE THE AFFECTED WORK ITEMS ARE INITIATED OR PURSUED FURTHER
6. THE CONTRACTOR WILL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD POWER LINES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF THE ABOVE-NOTED LINES, THE ELECTRIC AND/OR TELEPHONE COMPANIES SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES TAKEN. A THOROUGH EXAMINATION OF THE OVERHEAD LINES IN THE PROJECT AREA SHOULD BE MADE BY THE CONTRACTOR PRIOR TO THE INITIATION OF CONSTRUCTION
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE PREMISES OR ADJACENT PREMISES, OR INJURIES TO THE PUBLIC DURING THE CONSTRUCTION OF THE WORK, CAUSED BY HIMSELF, HIS SUBCONTRACTORS OR THE CARELESSNESS OF ANY OF HIS EMPLOYEES
8. TOPSOIL STRIPPED FROM THE AREAS TO BE GRADED WILL BE STOCKPILED ON SITE, AT A SPOT TO BE AUTHORIZED BY THE CIVIL ENGINEER, AND SHALL LATER BE USED FOR FINAL DRESSING AND SEEDBED PREPARATION. SAID STOCKPILES WILL BE LOCATED SO AS NOT TO INTERFERE WITH ACTIVITIES OF OTHER PORTIONS OF THE WORK ON THE PROJECT
9. THE STOCKPILING OR STORAGE OF TREES, VEGETATION AND OTHER DELETERIOUS MATTER OR MATERIALS DEEMED "UNSUITABLE" BY THE SOILS AND CIVIL ENGINEERS SHALL NOT BE ALLOWED ON SITE. SAID MATERIALS SHALL BE PROPERLY DISPOSED OF OFF THE PROPERTIES. THE COST AND RESPONSIBILITY OF WHICH SHALL BE THE CONTRACTOR'S. SITE FOR THE DISPOSAL OF SAID MATERIALS SHALL FIRST BE APPROVED BY THE CIVIL
10. THE PLACING AND SPREADING OF ANY FILL MATERIAL IS TO BE STARTED AT THE LOWEST POINT AND BROUGHT UP IN HORIZONTAL LAYERS OF 8-INCH THICKNESS. SAID FILL MATERIAL IS TO BE FREE OF SOD, ROOTS, FROZEN SOILS, OR ANY OTHER DECOMPOSABLE MATERIAL. THE RELATIVE COMPACTION OF EACH LAYER SHALL NOT BE LESS THAN 95 % OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D-698) IN ALL AREAS OF FILL, AND % OF SAME SPECIFICATION FOR MATERIALS USED IN THE UPPER 24 INCHES BENEATH PAVEMENT AND GRADE SLABS
11. ALL STORM DRAINAGE STRUCTURES SHALL BE PRECAST CONCRETE WITH STEEL REINFORCEMENT PER T D O T STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED. ALL STORM DRAINAGE CASTINGS TO BE JOHN BOUCHARD & SONS OR
12. ALL RADII AT INTERNAL ISLANDS ARE 3' OTHER RADII ARE 5' UNLESS NOTED
13. CONCRETE WALKS WHERE CURB IS INDICATED ARE TO BE TURNDOWN SIDEWALKS. CONCRETE WALKS ADJACENT TO GRASS DO NOT REQUIRE TURNDOWN
14. CONTRACTOR TO BE RESPONSIBLE FOR RELOCATION OF ALL VERTICAL OBSTRUCTION (IF ANY) FROM THE PROPOSED SIDEWALKS

PAVEMENT LEGEND:

- CONCRETE PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- LIGHT DUTY ASPHALT PAVEMENT

PROJECT GENERAL NOTES:

1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES IN THE PROXIMITY OF THE CONSTRUCTION AREA AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE AND PROJECT CONSULTANTS PRIOR TO BEGINNING WORK
2. THE CONTRACTOR SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL CODES AND OBTAIN ALL PERMITS PRIOR TO BEGINNING WORK
3. THE CONTRACTOR SHALL CHECK ALL FINISHED GRADES AND DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE AND PROJECT CONSULTANTS PRIOR TO BEGINNING WORK
4. DIMENSIONS ARE TO THE FACE OF CURB EDGE OF CONCRETE AND FACE OF BUILDING, UNLESS NOTED OTHERWISE
5. PROPOSED BUILDING FOOTPRINT IS FOR GRAPHIC PURPOSES ONLY. CONTRACTOR SHALL USE THE CURRENT ARCHITECTURAL DRAWINGS FOR BUILDING LOCATION AND VERIFY THAT THERE ARE NO DISCREPANCIES WITH THESE PLANS
6. ALL TRAFFIC MARKINGS SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICE (MUTCD)
7. ALL HANDICAP RAMPS, PARKING SPACES AND ACCESSIBLE ROUTES SHALL COMPLY WITH THE CURRENT ADA REQUIREMENTS
8. EXTERIOR DOOR LANDINGS SHALL BE PROVIDED PER THE STATE AND LOCAL BUILDING CODE. CONTRACTOR SHALL COORDINATE DOOR LOCATIONS AND ADJACENT SIDEWALK/LANDING GRADES WITH THESE PLANS AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE AND PROJECT CONSULTANTS

811 Know what's below. Call before you dig.

GRAPHIC SCALE - 1 inch = 40 ft

STATE OF TENNESSEE
4/24/2017

ISLAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

ST. THOMAS AMBULATORY CENTER
CONSTRUCTION PLANS
BEING PARCEL 253.00 ON TAX MAP 164
3754 MURFREESBORO PIKE
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

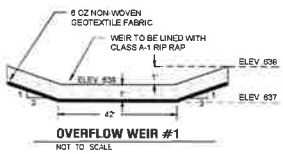
ISSUANCE/REVISION NOTES:
- PLAN DATED MARCH 15, 2017

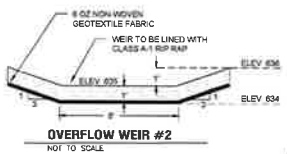
SITE LAYOUT PLAN

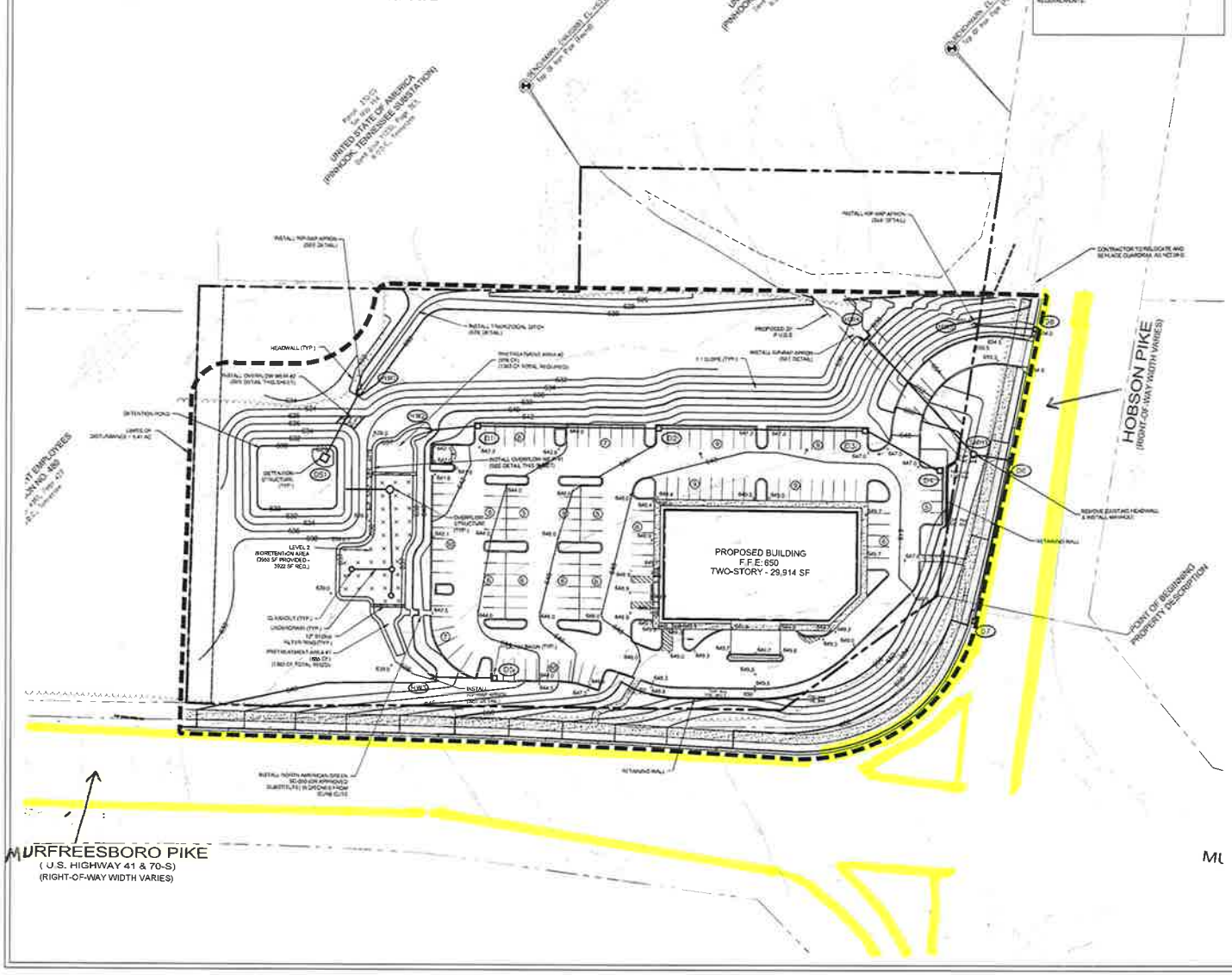
C2.0

May 30, 2018
04:38 A.M.

Supplemental #2







AS-BUILT NOTE

IN ACCORDANCE WITH THE METRO STORMWATER MANAGEMENT MANUAL, VOLUME 3, SECTION 3.5, AS-BUILT CERTIFICATIONS, MWS STORMWATER DIVISION MUST APPROVE THE FOLLOWING AS-BUILTS PRIOR TO ISSUANCE OF THE USE & OCCUPANCY PERMIT:

- UNDERGROUND DETENTION AND WATER QUALITY INFRASTRUCTURE
- ABOVE GROUND DETENTION AND WATER QUALITY INFRASTRUCTURE
- PUBLIC STORM SEWER INFRASTRUCTURE
- CUT AND FILL IN THE FLOODPLAIN
- SINKHOLE ELEVATIONS

THE ENGINEER SHALL CONTACT STORMWATER DEVELOPMENT REVIEW STAFF FOR SUBMITTAL REQUIREMENTS.

GRADING AND DRAINAGE NOTES:

1. ALL SEDIMENT AND EROSION CONTROL MEASURES, SUCH AS SILT PONDS OR INLET SEDIMENT BARRIERS SHALL CONFORM TO THE STORM WATER PERMITTING REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND THE "TENNESSEE EROSION AND SEDIMENT CONTROL HANDBOOK" AS A MINIMUM.
2. EROSION CONTROL TO BE INSPECTED AND APPROVED PRIOR TO ALL OTHER WORK BEING STARTED.
3. THE TIME OF EXPOSURE UNPROTECTED SOILS SHALL BE KEPT TO A MAXIMUM OF 30 DAYS. REFER TO THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION, SECTION TS FOR AREAS TO BE STABILIZED THAT DO NOT REQUIRE PERMANENT STABILIZATION SUCH AS BUILDING FOOTPRINTS, PARKING LOTS, ETC.
4. KEEP DUST WITHIN TOLERABLE LIMITS BY SPRINKLING OR OTHER ACCEPTABLE REFER TO THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, EROSION AND SEDIMENT CONTROL HANDBOOK, SECTION PAM.
5. NO OTHER WORK WILL BE INITIATED ON THE PROJECT UNTIL THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS AND DETAILS ARE PROPERLY IN PLACE.
6. IF, AT ANY TIME DURING THE CONSTRUCTION PHASE OF THIS PROJECT, THE EROSION/SEDIMENT CONTROL MEASURES INSTALLED FAIL TO FUNCTION PROPERLY, NEED MAINTENANCE OR REPAIR, OR NEED NEW REPLACEMENT IN KIND, THE CONTRACTOR WILL EFFECT SUCH ACTION AS ARE NEEDED TO CORRECT THE SITUATION AT NOT ADDITIONAL COST TO THE OWNER. ALL MEASURES ARE TO BE INSPECTED AFTER EACH RAIN EVENT. ANY MEASURES NEEDING REPLACEMENT WILL BE CORRECTED WITHIN 5 DAYS OF THE RAIN EVENT.
7. DISTURBED AREAS ARE TO BE GRADED TO DRAIN AS INDICATED ON GRADING PLAN TO SEDIMENT BARRIERS DURING AND UPON COMPLETION OF CONSTRUCTION. ALL STRIPPED OR CUT/FILL AREAS REQUIRING PERMANENT VEGETATION ARE TO HAVE A MINIMUM OF 6-INCH DEPTH TOPSOIL COVER. AREAS DRESSED WITH TOPSOIL WILL RECEIVE 12 POUNDS PER 1,000 SQUARE FEET OF 6-12-12 FERTILIZER. REFER TO SECTION PS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION TO DETERMINE SEED TYPE AND SEEDING DATES ALONG WITH SEEDBED PREPARATION AND PLANT SELECTION AND STRAW MULCH OF 75% COVERAGE (APPROXIMATELY 125 POUNDS PER 1,000 SQUARE FEET) EXCEPT AS OTHERWISE SHOWN ON PLAN. AREAS SHALL BE WATERED TO NOT CAUSE RUNOFF.
8. ALL STOCKPILED SOIL SHOULD BE STABILIZED USING TEMPORARY VEGETATION. REFER TO THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION, SECTION TS. UPON STABILIZATION OF THE SITE WITH A GOOD (ACCEPTABLE) STAND OF GRASS AND/OR GROUNDCOVER, THE EROSION/SEDIMENT CONTROL INSTALLATIONS WILL BE REMOVED AND THE AREA DISTURBED WILL BE SEEDED AND MULCHED WITH THE SAME TREATMENT AS OTHER NEW GRASSED AREAS OF THE PROJECT.
9. A STONE ACCESS RAMP IS TO BE CONSTRUCTED AT THE SITE ENTRANCE WITH A MINIMUM WIDTH OF 20 FEET AND MINIMUM LENGTH OF 100 FEET. THE RAMP IS TO BE BASED WITH 8 INCHES OF ASTM D 448, SIZE NO. 1 STONE, AND MAINTAINED THROUGHOUT CONSTRUCTION.
10. PRIOR TO THE ISSUANCE OF A GRADING PERMIT, ALL EROSION AND SEDIMENT CONTROL MEASUREMENTS INDICATED ON THE PLANS AND ANY ADDITIONAL MEASURES REQUESTED BY THE CITY SHALL BE INSTALLED.
11. CONTRACTOR, ENGINEER, OR OWNER'S REPRESENTATIVE SHALL NOTIFY MWS DEVELOPMENT REVIEW AT LEAST 24 HOURS PRIOR TO THE INSTALLATION OF THE PLANTING SOIL FILTER BED. AT THE COMPLETION OF INSTALLATION, THE ABOVE REFERENCED PERSON WILL COLLECT ONE SAMPLE PER BIORETENTION BED FOR ANALYSIS AND CONFIRMATION OF THE SOIL CHARACTERISTICS AS DEFINED BY GIP-01 FILTER MEDIA AND SURFACE COVER, SECTION 6.6, PAGE 16.

PIPE TABLE

Downstream Structure	Invert	Upstream Structure	Invert	Pipe Size	Length (ft)	Slope (%)
HW1	628.00	DS1	629.00	24" RCP	51	1.94
HW2	637.00	D1	637.72	18" RCP	36	2.00
D1	638.82	D2	639.54	18" RCP	143	0.50
D2	639.54	D3	640.46	18" RCP	184	0.50
D3	640.56	D4	640.89	18" RCP	66	0.50
HW3	638.00	D5	638.24	18" RCP	47	0.50
HW4	636.00	SMH1	642.41	30" RCP	131	4.89
SMH1	642.51	D6	642.64	30" RCP	26	0.50
D6	642.74	D7	647.94	18" RCP	130	4.00
HW5	650.50	D8	650.23	18" RCP	46	0.50

STRUCTURE TABLE

Structure	Type	T.C. Elev	Invert Out	Invert In
HW1	HEADWALL	631	628	—
DS1	OUTLET STRUCTURE	634.8	629	629.3 632.3
HW2	HEADWALL	640	637	—
D1	SINGLE INLET	642.1	637.72	638.82
D2	SINGLE INLET	646	639.54	639.54
D3	SINGLE INLET	646.5	640.46	640.56
D4	SINGLE INLET	646	640.89	—
HW3	HEADWALL	641	638	—
D5	SINGLE INLET	642.3	638.24	—
HW4	HEADWALL	644	641	—
SMH1	MANHOLE	654.5	642.41	642.51
D6	SINGLE INLET	655.68	642.64	642.74
				642.74
D7	SINGLE INLET	660.32	647.94	—
HW5	HEADWALL	652	650.5	—
D8	SINGLE INLET	653.9	650.23	—

Know what's below. Call before you dig.

GRAPHIC SCALE - 1 inch = 40 ft.

4/24/2017

ISLAND SOLUTIONS
2820 Berry Hill Drive, Nashville, TN 37204

ST. THOMAS AMBULATORY CENTER

CONSTRUCTION PLANS

BEING PARCEL 253.00 ON TAX MAP 164
3754 MURFREESBORO PIKE
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:

SITE GRADING & DRAINAGE PLAN

C3.0

May 30, 2018
04:36 A.M.

Supplemental #1

Supplemental #1
May 30, 2018
09:30 A.M.

CN1805-021

Premier Radiology

May 29, 2018

Tab 7R

Supplemental Response to Question #8

(Revision of pages 46 & 47)

Supplemental #1
May 30, 2018
09:38

b) Non-Patient Care Positions				
Medical Asst/Front Desk	0.0	2.0	$16.00/hr	$15.39/hr
Position 2				
Position "etc."				
Total Non-Patient Care Positions	0.0	2.0		
Total Employees *(A+B)*	0.0	6.0		
c) Contractual Staff	0.0	0.0		
Total Staff *(A+B+C)*	0.0	6.0		

I. Describe all alternatives to this project which were considered and discuss the advantages and disadvantages of each alternative including but not limited to:

1) Discuss the availability of less costly, more effective and/or more efficient alternative methods of providing the benefits intended by the proposal. If development of such alternatives is not practicable, justify why not, including reasons as to why they were rejected.

RESPONSE: MTI currently operates 15 fixed site diagnostic imaging center locations in the metro Nashville area. The proposed MTI-Antioch ODC is projected to serve MTI's existing patients from three zip codes in Davidson County and Rutherford County, east of Interstate 24. As documented previously in this application, service area ODC providers of MRI and CT services have experienced rapid growth in utilization over the past three reporting years. Demand for ODC MRI and CT services is expected to continue to grow as the service area population increases and reimbursement plans continue to shift a greater portion of healthcare costs to the patient. ODCs are not reimbursed at higher hospital outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

Furthermore, both the Saint Thomas Medical Partners - Antioch Care Center and MTI's Antioch site were selected to deliver patient care closer to where patients live. The Antioch area is in a high growth area southeast of Nashville and east of I-24. Traffic in and around the service area is a growing concern, causing access issues to existing providers.

At a cost of only $475,989, MTI's proposed previously-owned 1.5T GE MRI unit represents very affordable and high quality technology. Similarly, at a cost of only $205,000, MTI's proposed 16-slice GE CT unit also represents very affordable and high quality technology.

This project is necessary to improve access to quality and cost-effective outpatient imaging services.

2) Document that consideration has been given to alternatives to new construction, e.g., modernization or sharing arrangements.

RESPONSE: MTI-Antioch's leased space within the Saint Thomas Medical Partners - Antioch Care Center is designed to accommodate both an MRI unit and a CT unit, as well as other supporting imaging services.

Supplemental
May 30, 2018
08:38 A.M.

SECTION B: CONTRIBUTION TO THE ORDERLY DEVELOPMENT OF HEALTH CARE

A. List all existing health care providers (i.e., hospitals, nursing homes, home care organizations, etc.), managed care organizations, alliances, and/or networks with which the applicant currently has or plans to have contractual and/or working relationships, that may directly or indirectly apply to the project, such as, transfer agreements, contractual agreements for health services.

RESPONSE: MTI is the imaging partner of Saint Thomas Health and Saint Thomas Medical Partners. This healthcare system includes a continuum of hospital, physician and other healthcare resources. See also **Attachments, Tab 19** for a list of managed care contract participation by Saint Thomas Health and MTI.

B. Describe the effects of competition and/or duplication of the proposal on the health care system, including the impact to consumers and existing providers in the service area. Discuss any instances of competition and/or duplication arising from your proposal including a description of the effect the proposal will have on the utilization rates of existing providers in the service area of the project.

1) Positive Effects

RESPONSE: MTI currently operates 15 fixed site diagnostic imaging center locations in the metro Nashville area. The proposed MTI-Antioch ODC is projected to serve MTI's existing patients from three zip codes in Davidson County and Rutherford County, east of Interstate 24. As documented previously in this application, service area ODC providers of MRI and CT services have experienced rapid growth in utilization over the past three reporting years. Demand for ODC MRI and CT services is expected to continue to grow as the service area population increases and reimbursement plans continue to shift a greater portion of healthcare costs to the patient. ODCs are not reimbursed at higher hospital outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

Furthermore, both the Saint Thomas Medical Partners - Antioch Care Center and MTI's Antioch site were selected to deliver patient care closer to where patients live. The Antioch area is in a high growth area southeast of Nashville and east of I-24. Traffic between Antioch and downtown Nashville is a growing concern, causing access issues to existing providers.

At a cost of only $475,989, MTI's proposed previously-owned 1.5T GE MRI unit represents very affordable and high quality technology. Similarly, at a cost of only $205,000, MTI's proposed 16-slice GE CT unit also represents very affordable and high quality technology.

This project is necessary to improve access to quality and cost-effective outpatient imaging services.

2) Negative Effects

Response: Negative effects on patients and payors are expected to be minimal, if there are any at all. Population growth in the service area is expected to increase the utilization of existing MRI and CT providers in the service area. MTI will be able to achieve sufficient volumes to meet HDSA's guidelines by redirecting a portion of its existing patient population to MTI-Antioch.

C. 1) Discuss the availability of and accessibility to human resources required by the proposal, including clinical leadership and adequate professional staff, as per the State of Tennessee licensing requirements and/or requirements of accrediting agencies, such as the Joint Commission and Commission on Accreditation of Rehabilitation Facilities.

Supplemental #1
May 30, 2018
09:30 A.M.

CN1805-021

Premier Radiology

May 29, 2018

Tab 8R

Supplemental Response to Question #9

(Revised Equipment Quotes)

Supplemental #1
May 30, 2018
09:38 A.M.

Revised MRI Quote

Supplemental #1
May 30, 2018
09:38 B.T.A.

GE Healthcare

Date:	05-25-2018
Quote #:	PR6-C113178
Version #:	3
Q-Exp-Date:	08-23-2018

Issued By:
GE Healthcare
FEIN: 14-0689340

Customer Address:
Premier Radiology
28 White Bridge Rd Ste 111
Nashville TN 37205-1466

Attention:
Mr. Michael Moreland
28 White Bridge Rd Ste 111 Nashville
TN 37205-1466

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

1) This Quotation that identifies the Product offerings purchased or licensed by Customer;

2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions. In the event of conflict among the foregoing items, the order of precedence is as listed above.

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

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

Governing Agreement:	None
Customer Number:	1-25NM89
Terms of Delivery:	FOB Destination
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	Due ON Receipt - 30 Days
Total Quote Net Selling Price:	$475,989.45
Sales And Use Tax Status:	No Exemption Certificate on File

** The following ship to states do not impose a sales/use tax (AK, DE, MT, NH, OR). No exemption certificate required.

INDICATE FORM OF PAYMENT:

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

____Cash/Third Party Loan/Check ____GE HEF Loan

____GE HEF Lease ____Third Party Lease(please identify financing company) _____

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

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

CUSTOMER

_____ _____
Authorized Customer Signature Date

_____ _____
Print Name Print Title

_____
Purchase Order Number (if applicable)

GE HEALTHCARE
Gary Young 05-25-2018
Signature Date

Vaso Healthcare - Authorized Manufacturer Rep

Email: GaryYoung@ge.com
Office: +1 615 202 6373
Mobile: 615-202-6373

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General Electric Company, GE Healthcare Division

Supplemental #1
May 30, 2018
09:30 A.M.

GE Healthcare

Date:	05-05-2018
Quote #:	PR6-C113178
Version #:	3
Q-Exp-Date:	08-23-2018

Total Quote Selling Price	**$475,989.45**
Trade-In and Other Credits	$0.00

Total Quote Net Selling Price	**$475,989.45**

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:
Gary Young
Office: +1 615 202 6373
Mobile: 615-202-6373
Email: GaryYoung@ge.com

Payment Instructions

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

To Accept This Quotation

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

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.
Signature page on quote filled out with signature and P.O. number.
**********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 the applicable quote/agreement number with the reference on the purchase order.
In addition, source of funds (choice of: Cash/Third Party Loan or GE HEF Lease or GE HEF Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

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General Electric Company, GE Healthcare Division

Supplemental #2
May 30, 2018

GE Healthcare

Date:	~~05-25-2018~~ M.
Quote #:	PR6-C113178
Version #:	3
Q-Exp-Date:	08-23-2018

Qty	Catalog No.	Description
1		**GoldSeal HDxt 1.5T 23 16ch Fixed**
1	S9350KB	GoldSeal Signa HDxt 1.5T EchoSpeed 16-Channel Fixed Site MR system

The GoldSeal Signa HDxt 1.5T EchoSpeed 16 Channel system is a high-performance, whole-body MR system that includes:
Liberty detachable patient table system

Actively-shielded, high-fidelity EchoSpeed gradients

16-channel Hi-Definition data pipeline and XVRE volume recon engine

HDxt workstation and user interface

HDxt ScanTools and HDxt ContinuumPak

Advanced Applications suites
EchoSpeed Gradient Platform:
The EchoSpeed gradient platform provides 33 mT/m amplitude and 120 mT/m/ms slew rate performance on each axis with high-fidelity drivers to deliver the accuracy, reproducibility and power needed to ensure top quality results across all applications. The gradients are non-resonant and shielded to minimize eddy currents and improve image quality. The gradient and body coil are integrated into a single, water-cooled unit to maximize performance, and this configuration includes a quadrature transmit/receive RF head coil.
Hi-Definition Data Pipeline and XVRE Reconstruction:
The Hi-Definition data pipeline employs 16 independent data channels linked to 16 analog-to-digital converters and a dual-density single blade Volume Reconstruction Engine. Designed to address the challenge of data intensive applications, the XVRE reconstruction engine provides 2700 2D FFTs per second with full FOV, 256x256 matrix.
HDxt Workstation and User Interface:
The HDxt workstation uses dual AMD Opteron 250 (2.4 GHz) processors with the Linux operating system. The workstation includes a wide-screen, high-definition LCD monitor with 1920x1200 dot resolution and 500:1 contrast ratio. The computer components are housed in a single tower configuration, and the scan control keyboard is ergonomically designed with an intercom speaker, microphone, volume controls and emergency stop switch. This configuration also includes a modem or broadband connection that links the system to GEHC InSite Service Engineers enabling remote diagnostics and optimum system performance.

The HDxt User Interface enhances productivity through single-screen prescription for most protocols and includes Secure Coil Connect, that eliminates coil connection errors, ProtoCopy, that facilitates the development and rapid transfer of scan protocols, and Vector Gating for highly reliable ECG triggering.

HDxt ScanTools, ContinuumPak and Applications Suites:

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Qty	Catalog No.	Description
		The HDxt delivers a complete portfolio of clinical applications optimized for whole-body MR imaging - basic to advanced. HDxt ScanTools provide the core pulse sequences and analysis tools to enable a broad range of clinical imaging capability. 2D Spin Echo and 2D/3D Fast Spin Echo are versatile imaging sequences that use RF-refocusing. FSE sequences speed scanning and optimize imaging in 2D and 3D modes with increased slice coverage and minimal edge blurring. Inversion recovery techniques enable rapid fluid suppressed T1 FLAIR and T2 FLAIR imaging with enhanced gray and white matter contrast. 2D/3D Gradient Echo and 2D/3D Fast Gradient Echo use short TR/TE, variable flip angles and gradient refocusing to reduce scan time in 2D and 3D imaging modes. GRE sequences encompass multiple techniques to enable the optimization of contrast, fluid sensitive imaging, fat/water in-phase and out-of-phase imaging, and fat suppression. Time-of-Flight is family of GRE/SPGR sequences optimized to exploit flow related enhancement in 2D, 3D and gated imaging modes. Phase Contrast is a family of GRE sequences optimized to exploit flow related enhancement in 2D, 3D and Cine imaging modes. PC also uses velocity encoding pulses to capture signal from flowing blood or CSF for velocity and directional flow information. Echo Planar enables ultra-fast imaging using SE or GRE sequences. EPI sequences Encompass multiple techniques that enable optimized imaging in 2D and 3D modes as well as single-shot and multi-shot modes and Inversion recovery techniques. FuncTool enables advanced processing for a broad range of MR applications. The suite of algorithms includes ADC and eADC mapping for diffusion imaging and correlation coefficients for functional brain imaging. For contrast enhanced imaging, the suite provides negative and positive enhancement integrals, signal enhancement ratio, maximum slope increase, maximum difference function and difference function. Multi-planar Volume Reformat enables the manipulation of 3D volumetric MR data sets. The reformat tool generates alternative viewing planes and volume thickness allowing the user to scan one but get multiple views. Interactive Vascular Imaging enables the removal of the background from MRA images. The IVI tool is embedded in MPVR and enables the generation of maximum or minimum intensity projections in multiple viewing planes to enhance MRA imaging. ClariView uses state-of-the-art adaptive filter Algorithms to reduce noise and sharpen edges. The filter tool enables different levels of noise reduction and edge sharpening to enhance image display. The HDxt ContinuumPak provides new features and platform enhancements that affect

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	05-25-2018
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Qty	Catalog No.	Description
		workflow, ASSET reconstruction and applications capability. Workflow and ASSET Enhancements Auto-Voice allows the user to adjust playback speed to accurately match scan intervals. Auto-Transfer allows the user to specify select series for transfer and eliminate the transfer of non-essential series. HIS/RIS automatically updates patient information with Access or Patient ID. Graphic Prescription enables copy shim volumes, save localizer images, and reverse slice prescription with a single click. Auto-Contrast Inherit copies the contrast designation to all subsequence series in a prescription. ASSET has been optimized to reduce reconstruction time for applications that use ASSET parallel imaging acceleration. 3D Dual Echo enables high-resolution, volumetric in-phase and out-of-phase liver imaging in a single breath hold. The 3D volumetric data set can be reformatted into multiple planes and the single breath hold ensure perfect slice registration across the two contrasts. BrainSTAT post-processing automatically Generates parametric maps for Neuro Blood Flow, Blood Volume, Mean Transit Time, and Time to Peak signal intensity. A Gamma Variant fitting algorithm is used to automatically estimate the arterial input function and then calculate the values for the four parametric maps. The maps may be saved in DICOM format and fused with high-resolution anatomic datasets for improved visualization of tissue and anatomy. EchoPlus enables diffusion-weighted imaging. EchoPlus uses motion sensing gradient pulses in three directions to generate isotropic diffusion-weighted images in conjunction with T2 FLAIR images. B value selection ranges from 0 to 7000 s/mm2 providing the flexibility to balance diffusion sensitivity and background suppression. EchoPlus is compatible with ASSET and images are processed in FuncTool. 3D BRAVO is a 3D GRE sequence that uses an IR-prep pulse and parallel acceleration to deliver T1W isotropic, whole-brain coverage. 3D FIESTA and 3D FIESTA-C are 3D sequences with high fluid sensitivity that enable high resolution of small intracranial structures and joints. ASSET is an acceleration technique that uses the geometry of multi-element coils to speed image data collection. As a result, the user may choose to reduce scan time, increase in-plane resolution, or increase slice coverage. ASSET benefits Neuro imaging by enhancing spatial resolution, reducing scan time and reducing susceptibility artifact on diffusion imaging. HDxt Advanced Body & MSK Suite applications are designed to deliver accelerated imaging, enhanced high resolution imaging, and/or enhanced image contrast properties. Overall this suite provides a broad range of tools that enable snapshot, breath-held, respiratory gated and respiratory compensated body and organ system imaging.

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7:33 A.M.

GE Healthcare

Date: 05-29-2018
Quote #: PR6-C113178
Version #: 3
Q-Exp-Date: 08-23-2018

Qty	Catalog No.	Description
		3D LAVA is designed for multi-phase whole-liver imaging and combines 3D SPGR and ASSET (up to 3X) to deliver reduced scan time and extended coverage without compromising in-plane resolution. LAVA also uses an optimized inversion pulse and a view ordering technique that yields enhanced image contrast and robust, uniform fat suppression.
		3D LAVA-XV with ARC combines LAVA with ARC acceleration to extend coverage and/or the resolution performance of LAVA multi-phase imaging. ARC uses a data-driven acceleration technique to enhance image quality. DynaPlan enables the easy set-up and optimization of multi-phase organ exams, and includes the ability to link Auto-Voice instructions with the protocol.
		3D eMRCP is an FSE technique optimized for rapid T2W imaging of the biliary tree. 3D eMRCP uses an optimized echo train, partial filling and optional burst mode to enable rapid high-resolution in either breath-hold or gated modes.
		2D FatSat FIESTA combines 2D steady state imaging with fat saturation for fluid-sensitive, fat-suppressed body imaging with ultra-short acquisition times.
		MERGE is designed to image the C spine. MERGE acquires and sums multiple gradient-echoes at various echo-times to deliver optimized gray white matter contrast within the cervical cord.
		3D COSMIC is designed to image the C-spine COSMIC uses a unique "pre" steady-state imaging technique to deliver optimized visualization of soft tissue structures adjacent to bony structures such as the nerve roots or intervertebral discs.
		FTMRA (Fluoro-Trigger MRA) enables real-time monitoring and manual triggering for vascular time-course imaging. FTMRA allows the user to view real time images of the area of interest and then manually trigger data acquisition at the optimum time. The switch over takes less than one second.
		SmartPrep and SmartStep enable automated bolus detection and automated bolus chasing for time-course vascular imaging. SmartPrep uses a special tracking pulse to monitor MR signal intensity changes. Data acquisition is automatically triggered when the threshold signal intensity is reached. SmartStep adds automated table stepping for multi-station exams that integrates scout series, graphic prescription, prescan, bolus detection, table motion and coil switching. The SmartPrep suite is compatible with elliptic-centric encoding and ZIP reconstruction for optimum image quality.
		2D FIESTA is a steady-state technique that yields high contrast between the blood and myocardium even in the presence of turbulent flow. 2D FIESTA is designed for multi-slice, multi-phase functional cardiac imaging. Double-Triple IR-FSE combines inversion recovery suppression and chemical fat saturation for black-blood and morphological cardiac imaging. The IR pulse is optimized to suppress blood flow artifact and can be used alone or in conjunction

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Qty	Catalog No.	Description

with chemical fat saturation to eliminate competing signal from fatty tissues surrounding the heart and coronary arteries.
3D FatSat FIESTA combines volumetric acquisition and fat saturation for high resolution, high-contrast coronary artery imaging with ultra-short breath-hold times.
iDrivePro and iDrivePro Plus provide real-time interactive MR imaging that makes it easier to optimize and streamline scan prescription. The iDrive tool uses the 2D FGRE/FSPGR sequence and allows the user to change on-the-fly geometric and image contrast scan parameters. Results can be evaluated immediately and bookmarked or saved. Scan locations can also be easily exported to pre-programmed protocols. iDrivePro Plus enables accelerated frame rates needed for cardiac imaging.

TRICKS
TRICKS (Time Resolved Imaging of Contrast KineticS) uses segmented temporal sampling and complex data recombination to accelerate 3D dynamic vascular imaging without compromising spatial detail. TRICKS also uses elliptic-centric data collection for optimized contrast resolution and auto-subtraction for optimized background suppression. The result is time-course imaging that does not require timing or triggering, provides high temporal and high spatial resolution, and enables the extraction of optimum phases of data. As a result, TRICKS enables reliable, high quality vascular imaging.

FiberTrak
FiberTrak is a post-processing tool than expands the post-processing capability of FuncTool DTI and enables the generation of 2D color orientation maps, 2D eigenvector maps, and 3D tractography maps using Diffusion Tensor image data. With FiberTrak the 3D volume viewer permits the depiction of areas of high fractional anisotropy (typically white matter tracts) to be displayed and manipulated. This version of FiberTrak loads on the operator console.

CartiGram T2 Cartilage Mapping
T2 cartilage mapping is a non-invasive imaging method for early detection of osteoarthritis. The imaging results are color mapped to indicate whether or not the cartilage structure is breaking down and, if so, to what extent. This information can be used to determine the best course of treatment for the individual patient. In addition, it can be used to monitor the cartilage post-treatment, obviating the need for follow-up arthroscopic surgeries or biopsies.

3D Cardiac Navigator
This advanced software package is designed for use in conjunction with 3D Delayed Enhancement or 3D FatSat FIESTA for Cardiac Imaging. It equips users with navigators that make it possible to track the diaphragm and use the information to acquire crisp 3D gradient-echo images of the heart even while the patient breathes.

PROPELLER 3.0
PROPELLER 3.0 uses an innovative k space filling technique and post processing algorithms to help reduce and correct for motion and minimize magnetic susceptibility artifacts. Radial k

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General Electric Company, GE Healthcare Division

GE Healthcare

Date:	05-25-2018
Quote #:	PR6-C113178
Version #:	3
Q-Exp-Date:	08-23-2018

Qty	Catalog No.	Description
		space filling pattern causes oversampling of the k space center, generating more SNR and providing excellent tissue contrast. Radial k space filling is inherently less sensitive to motion compared to the Cartesian method. In addition, a sophisticated motion correction post-processing algorithm is deployed to reduce effects of motion originating from CSF flow, breathing, patient tremor or voluntary movements. PROPELLER 3.0 has been enabled for all anatomies, and T1 FLAIR, T2, T2 FLAIR, DWI as well as PD contrasts in all planes. Diffusion Tensor Imaging Diffusion Tensor imaging creates contrast based on the degree of diffusion anisotropy in cerebral tissues such as white matter. DTI builds on the EchoPlus sequence using motion sensing gradient pulses along 6 to 55 orientations in order to generate component images. On the operator console, FuncTool provides algorithms to generate Fractional Anisotropy (FA) Maps and Volume Ratio Anisotropy (VRA) Maps. Warranty This product includes a one year warranty Availability Since GoldSeal Refurbished Equipment may be offered simultaneously to several customers, its sale to you is subject to availability and subject to prior sale at the time you offer to purchase it. If the equipment is no longer purchase it. If the equipment is no longer GoldSeal Refurbished Equipment in our inventory that meets your needs, and (2) if substitute equipment is not acceptable to you, GE will cancel your order and refund any deposit you have paid us for the canceled order.
1	L3335CG	GoldSeal Signa 1.5T EchoSpeed 16-Channel Fixed Magnet With its contoured system enclosures, the compact 1.5T Signa superconducting magnet offers excellent homogeneity; and it includes 18 GE-designed superconducting shim coils to further improve homogeneity, particularly for fat saturation with large or off-center fields of view. The magnet's active shielding minimizes the stray ambient magnetic field to increase safety and minimize interference with equipment operation. The combination of a wide, 60-cm-diameter bore and patient table assembly that rests close to bore bottom creates ample room. K4 cooling technology prevents helium boil-off while making refills an extremely rare occurrence. The Gradient Module installed within the magnet bore consists of three gradient coils and the quadrature transmit/receive body RF coil. Each gradient coil is designed to change magnetic-field strength linearly with increasing distance from the center of the magnet by as much as 33 mT/m. Price Includes: • Delivery

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Qty	Catalog No.	Description
		Price does not include: • Rigging • Cold Head Chiller. • Main Disconnect Panel Warranty Includes Magnet Coverage and Cryogens
1	M1060MA	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.
1	M1060JW	Magnet Shield Cooler Compressor - Water Cooled The compressor is designed for CXK4 magnet subsystems and is water cooled with a closed loop design to eliminate the possibility of magnetic contaminants entering into the system.
1	M3335NJ	Signa 1.5T EchoSpeed Phased Array 16-Channel Cables (Config A) This is a required collection of high performance phased-array cables specifically engineered for the Fixed Site 1.5T Signa EchoSpeed MR system.
1	M3340DA	Language Collector in English This collector contains a keyboard kit and a warning sign kit in English.
1	M3335CA	Calibration Kit Phantom Holder Cart
1	M3335CB	1.5T Calibration Phantom Kit This 1.5T calibration kit contains a large volume shim phantom, a daily quality assurance phantom, an echo-planar calibration phantom, and the associated loader shells.
1	M3335EW	1.5T Unified Coil Phantom Kit Set of phantoms for the 1.5T system that is used on various surface coils to conduct quality assurance testing.
1	M1000MW	Operator's Console Table Wide table designed specifically for the color LCD monitor and keyboard.

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Qty	Catalog No.	Description
1	M3335M	1.5T 8-Channel Neurovascular Array - Invivo The 8-Channel Neurovascular Array enables combined head-and-neck imaging without the need for patient repositioning. The coil is optimized for ASSET parallel imaging in a wide range of soft-tissue neck, skull-base and brain studies. Its head portion generates high-SNR brain images with uniform coverage. For vascular imaging, the coil delivers coverage from the aortic arch to the circle of Willis. And it is excellent for a wide range of additional applications, including imaging of the cervical spine, as well as soft-tissue neck and carotid applications. The coil's removable top has multiple openings and an adjustable mirror to reduce claustrophobia and facilitate patient positioning.
1	M3335TC	1.5T 8-Channel CTL Array - GE Coils This 12-element, multi-station CTL array delivers high SNR and spatial resolution for entire spine, soft-tissue neck, and carotid studies. This 8-channel array is designed to conform to the spine's normal curvature and includes a patient comfort pad and restraint. Its extensive coverage - 75 cm in the S/I direction - accommodates imaging of the entire spine. The coil's unique split-top design extends its clinical flexibility. Its removable top facilitates routine neck imaging, capturing both the cervical spine and anterior neck. Coil markers make accurate positioning at imaging isocenter surprisingly quick and easy.
1	M3335LE	1.5T 12-Channel Body Array - GE Coils The 12-Channel quadrature Body Array with a single connector is designed for high-definition MR imaging of the chest, abdomen and pelvis on the new 16-channel 1.5T MR system. This 12-element phased-array coil provides extensive coverage, enabling multi-station anatomical and vascular imaging of the chest-abdomen or abdomen-pelvis without repositioning the coil. The array is optimized for use with ASSET acceleration in enhanced breath-hold imaging procedures. The 12-ch Body Array is not compatible with E8801RG-Interface Device, E8801R-Endorectal Prostate Probe, E8801RC-Endorectal Cervix Probe, or E8801RD-Endorectal Colon Probe.
1	M3340CE	1.5T 8-Channel Shoulder Coil - Neo Coil The 1.5T compatible 8-channel shoulder coil has excellent lateral coverage and improved SNR over the lower channel count designs. The semi flexible coil was designed to improve patient comfort with the goal of minimizing motion during the exam.
1	M3335LJ	1.5T 8-Channel Wrist Array - Invivo The 8-Channel Wrist Array generates high definition MR wrist images. The one-piece, ovoid

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Qty	Catalog No.	Description
		hinged design is optimal for small-FOV imaging and provides 12-cm S/I coverage. The coil can be positioned overhead or at the patient's side, vertically or horizontally. The coil is optimized for ASSET imaging to improve acquisition times.
1	M3340CD	1.5T 8-Channel Foot / Ankle Coil The 1.5T compatible foot / ankle coil 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.
1	M3087JF	1.5T 8-Channel Knee Array - Invivo The 1.5T T/R Knee Array is designed for high definition MR imaging of the knee. This array uses unique hybrid technology using separate birdcage coils for transmit and receive functions. Designed uniquely for GE, the 8-element receive coil delivers 30% to 100% more SNR than the standard extremity coil. The array is compatible with PURE for uniform signal intensity and ASSET for accelerated imaging speed.
1		**MR Accessories - Signa HDxt 1.5T**
1	E4502SP	25 KAIC MR 1.5T Signa Main Disconnect Panel w/ Shield Cooler Compressor FEATURES/BENEFITS • Magnet is ready to scan sooner after power disruptions associated with storms, utility reclosure operations or power outages of any duration by providing automatic restoration of shield cooler compressor power • Field reconfigurable for two power feeds allowing for shield coolers to maintain system integrity by the use of an essential power source • Minimizes cryogen loss and prevents system quenching • Standardized design provides for pre-engineered system modifications such as uninterruptible power supply • Reduces installation time and cost by providing a single-point power connection eliminating the need to mount and wire a number of individual components • 25,000 AIC rated utilizing solid state circuit breakers with adjustable instantaneous trips • Each circuit breaker has provisions for padlocking the device in the OFF position for OSHA lockout/tagout servicing safety • Surface or semi-flush mounting SPECIFICATIONS • Dimensions (H x W x D): 30.37" x 20.4" x 7" • Weight: 94 lbs.

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- Door swing radius: 20.4"

COMPATIBILITY

- Signa 3.x, 4.x, 5.x, OpenSpeed 0.7T, HFO, Horizon 0.5T, 1.0T, 1.5T, Lightning LX 8.x, 1.0T 1.5T, Signa CV/I (Cardiac), Signa TwinSpeed 1.5T, 3.0T

NOTES:

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

Quote Summary:

Total Quote Net Selling Price **$475,989.45**

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

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GE Healthcare Terms & Conditions

with Magnetic Resonance Additional Terms & Conditions

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

2. Term and Termination. Services and/or Software licenses will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. Software License. Other than as identified in the Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only. Customer's employees, agents and independent contractors may use the Software, but Customer is responsible for their acts. Customer-controlled entities may use the Software, but these entities will agree to these terms and pay additional license fees. Independent contractors that supply products comparable to the Software cannot be provided access to the Software unless GE Healthcare has provided its prior written consent. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE Healthcare provides Third Party Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

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

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

4. Commercial Logistics.

4.1. Order Cancellation and Modifications.

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

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

4.2. Site Preparation. Customer must, at its expense, prepare the site and network where the Product will be installed, ensuring that its site and network are adequate for proper Product operation and performance and meet GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

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

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

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

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

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

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

4.6. Acceptance.

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

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

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

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

4.8. Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

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

5. Security Interest and Payment.

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

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

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

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

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

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

7. Magnetic Resonance ("MR").

7.1. 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.

7.2. MR Uptime Commitment. GE Healthcare will provide an uptime commitment during warranty for MR Equipment (excluding peripherals) if Customer provides GE Healthcare with: (i) access to the MR Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to the MR Equipment. The "Uptime Commitment" for MR Equipment is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

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

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

Uptime is calculated as follows:

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

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

8. General Terms.

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

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

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

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

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

9. Compliance.

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

9.2. Security. Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

9.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.

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

9.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product purchase, the date of Product delivery; (b) if with a Services purchase, the start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period (other than because of GE Healthcare's fault), training expires without refund.

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

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

9.8. Use of Data.

9.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

9.8.2. Data Rights. GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("Source Data") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.

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

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

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

10. Disputes, Liability and Indemnity.

10.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

10.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10.3. Exclusion of Damages. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10.4. IP Indemnification. GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

10.5. General Indemnification. GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer's fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer's fault or (ii) any Product modification not authorized in writing by GE Healthcare.

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

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

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

1. Warranty.

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

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

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

1.4. Used Equipment. Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is not warranted by GE Healthcare.

1.5. Accessories and Supplies. Warranties for accessories and supplies are in GE Healthcare's catalog and at www.gehealthcare.com.

1.6. Third Party Product. Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

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

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

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

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

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

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY
Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components)
Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

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MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.
Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs
MX150 Vascular and Performix 160A (MX160) Tubes: 3 years
X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months
X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for $30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to OEM guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.
Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.
GE OEC New or Exchange Service/Maintenance Parts: 3 months
GE OEC Refurbished C-Arms: 1 year after installation
HealthNet Lan, Advantage Review — Remote Products: 3 months
Vivid T8: 3 years, includes TEE probes purchased with the Vivid T8
Vivid i, Vivid e, Vivid q, Vivid iq and Voluson i: Warranty includes (i) repair at GE Healthcare facilities, (ii) 3 business day turnaround repair for Products shipped via overnight delivery (where available), measured from shipment date (GE Healthcare is not responsible for delays in overnight shipment), (iii) 72-hour loaner unit or probe replacement service via Fed Ex, and (iv) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling with a maximum of 2 replacement systems during warranty.
LOGIQ e, Venue, Vivid iq and related transducers and peripherals purchased with them: 5 years (3 years for Vivid iq), except the following have a 1 year warranty:

Transducers: 6Tc-RS, i739-RS, t739-RS, and i12L
Carts: Venue Docking Cart, LOGIQ e Isolation Cart and Tall Docking Carts
Other Accessories: Venue & LOGIQ e batteries (internal & external), TEE cleaning & storage system and printers

Warranty includes: (i) repair at a GE Healthcare Service Depot, (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays, and (iii) a loaner Product when available (shipping charges included).
Vscan: 3 years, except Vscan Version 1.1 Demonstration systems, which are warranted for 1 year. Warranty includes: (i) repair at a GE Healthcare Service Depot; (ii) repair within 5 days after receipt of the Vscan, excluding GE Healthcare holidays (GE Healthcare is not responsible for delays in shipment); and (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays.
Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.
Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and Vsan batteries, which are warranted for 1 year
CARESCAPE Monitors B450, B650 and B850: 3 years parts, 1 year labor (excluding displays, which are standard)
B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)
MAC 800, 1200, 1600, 2000 and 3500: 3 years
CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years
Exergen: 4 years
Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed: 7 year parts warranty on heater cal rod
Microenvironment and Phototherapy consumable components: 1 month
Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor
Corometrics® Nautilus Transducers: 2 years
Lullaby Phototherapy System: 3 years on lamp assembly
Oximeters: 3 years from installation, or 39 months from date of GE Healthcare invoice, whichever occurs first
Anesthesia Monitor Mounting Solutions: If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product
Tec 7 Vaporizers: 3 years
Tec 6 Plus Vaporizers: 2 years

Supplemental #1
May 30, 2018
09:38 A.M.

Revised CT Quote

Supplemental #1

May 30, 2018
09:38 A.M.

GE Healthcare

Date:	05-29-2018
Quotation:	PR15-C40016
Version #:	4
Q-Exp-Date:	08-24-2018

Issued By:
GE Healthcare
FEIN: 14-0689340

Customer Address:
Premier Radiology
28 White Bridge Rd Ste 111
Nashville TN 37205-1466

Attention:
Suzanne Sutton
4220 Harding Road Nashville
TN 37205

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

1) This Quotation that identifies the Product offerings purchased or licensed by Customer;

2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions. In the event of conflict among the foregoing items, the order of precedence is as listed above.

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

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

Governing Agreement:	None
Customer Number:	1-25NM89
Terms of Delivery:	FOB Destination
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	Due ON Receipt - 30 Days
Total Quote Net Selling Price:	$205,000.00
Sales And Use Tax Status:	No Exemption Certificate on File

** The following ship to states do not impose a sales/use tax (AK, DE, MT, NH, OR). No exemption certificate required.

INDICATE FORM OF PAYMENT:

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

____Cash/Third Party Loan/Check ____GE HEF Loan

____GE HEF Lease ____Third Party Lease(please identify financing company) _____

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

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

CUSTOMER

_____ _____
Authorized Customer Signature Date

_____ _____
Print Name Print Title

_____
Purchase Order Number (if applicable)

GE HEALTHCARE
Gary Young 05-29-2018
Signature Date

Vaso Healthcare - Authorized Manufacturer Rep

Email: GaryYoung@ge.com
Office: +1 615 202 6373
Mobile: 615-202-6373

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General Electric Company, GE Healthcare Division

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Supplemental #1

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Total Quote Selling Price	**$205,000.00**
Trade-In and Other Credits	$0.00

Total Quote Net Selling Price	**$205,000.00**

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:
Gary Young
Office: +1 615 202 6373
Mobile: 615-202-6373
Email: GaryYoung@ge.com

Payment Instructions

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

To Accept This Quotation

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

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.
Signature page on quote filled out with signature and P.O. number.
**********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 the applicable quote/agreement number with the reference on the purchase order.
In addition, source of funds (choice of: Cash/Third Party Loan or GE HEF Lease or GE HEF Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

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Qty	Catalog No.	Description
1		**Optima CT540**
1	S7540TG	The Optima CT540 is GE Healthcare's latest generation intelligent CT system. The Optima CT540 is all about improving your patients experience to make your studies more effective from start to finish. This Optima CT540 is ready to be your diagnostic partner. Key Features: • Exclusive VariSpeed allows full 360 degree rotation in 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 2.0 seconds, ensuring short breath holds, more comfortable exams and flexibility. • Routine thin slice scanning, as thin as 0.625 mm helping to optimize lesion detection and facilitating the use of thinner images for sagittal, coronal, oblique, and volume image presentation and review. • Efficient gantry geometry design delivers equivalent imaging flux performance compared to a system with larger geometry and higher generator power. • IQ Enhance (IQE) reconstruction reduces helical Artifact Index in thin slice helical scanning. This reduction in artifacts makes it possible to scan at faster helical pitches. • GE proprietary, advanced interpolation algorithms balance slice profile, helical pitch, image noise, and required technique. • Image decomposition to: - Retrospective thin images from data sets where thicker images were initially reconstructed - Facilitates more detailed image analysis - Improves 3D and reformat visualization • Dose Check, a tool that helps the user to estimate and check the dose delivered in clinical practice. It is based on the standard XR-25-2010 published by the Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA), XR-29 Compliant. Xtream Suite workflow management built to help you maximize productivity • Xtream 12" gantry display enables - One Step patient positioning - Personalized patient care - Informational videos for all patients - Distraction videos for pediatric patients • One-touch protocol workflow delivering tailored visualization mode for exam review, directly built into the protocols, and available "1 click" on the operator console or the post-processing workstation. • 3-click scan start workflow with pre-programmable protocol setting functions enables a starting a scan in as few as 3 clicks. • 10 Prospective Multiple Reconstruction (PMR) can be pre-programmed as part of the scan protocol prior to acquisition

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Qty	Catalog No.	Description
		• Volume Viewer 3D reconstruction capabilities
		• Direct Multi-Planar Reformatting (MPR) with Auto-Batch feature, affording automatic real-time direct reconstruction and transfer of fully corrected multi-planar images, in any plane
		• Exam Split (Optional) allows multi-anatomic exams to be read in separate anatomic sections. This allows specialists to review only those images needed for a given requisition
		• Direct Connect allows remote Advantage Workstation (AW) access to the Xtream FX console's thin-slice data, eliminating unnecessary network traffic and storage duplication. (AW4.3 and later)
		• Xtream Injector (Optional) is a powerful integrated injection option, which begins the IV contrast injection process in synchronization with "Start Scan" on Optima CT540 to simplify the enhancement exam workflow. The enhanced Xtream Injector also supports injector parameters being entered on CT console.
		• SmartPrep with Auto Trigger allows intermittent monitoring of IV contrast enhancement in an area of interest.
		• Default Patient Positioning (DPP) provides workflow improvement by preset positioning (Default Patient Positioning) on new gantry display.
		• Real-time Scout allows image to be displayed simultaneously as the acquisition. With the real-time scout image, you can stop scout acquisition once the necessary anatomy is covered. Compact system design
		• The minimum installation requirement without short footprint mode is 20.0m2.
		• Two 19" monitors, standard, for comfort in in imaging review.
		• Up to 1700 mm scannable range for full body trauma scans.
		• In room start button mounted on gantry with countdown display, facilitates single remote gantry tilt from the operator console to enhance workflow.
		• Built-in breathing lights with a countdown timer, so the patient does not have to guess how much longer to hold their breath.
		• 0.35 mm isotropic microVoxel image resolution reconstruction algorithms
		• Hyperplane* and Crossbeam*, providing virtually artifact-free images and optimized slice profile at any pitch, by solving the technical challenges of cone beam and high pitch helical scanning
		• Includes reference protocols and the ability to customize your own for a total of 6840 protocols
		• 250,000 uncompressed 512 image files storage capacity, and 9600 scan seconds of scan data storage capacity
		• Chest Kernel can let the user perform only one reconstruction (instead of twice-using lung kernel and standard kernel separately) for chest exams, which may speed up the image review process. Filter sharpness is automatically adapted to the lung or mediastinum when the user

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adjusts window width or window level.

• IQ Enhancement (IQE) may reduce helical artifacts which are important for image quality of thin-slice helical scans. The Optima CT540 series scanner with this feature can accelerate its helical pitch up to 70% (e.g. 0.562 to 1.75, @ 16 slice) when acquiring the same helical artifact level compared with the same scanner with IQE disabled. This coverage speed is equivalent to that of a 50-slice wider detector CT scanner at the same table speed.

Dose Management Leadership
OptiDose management features: new bowtie filters optimized for adult and pediatric body exams, full 3D dose modulation, color coding for kids, tracking collimator hardware and software for x-ray beam tracking to name a few of GE's dose optimization features, all based on the ALARA principle.

• Dynamic Z-axis tracking provides automatic and continuous correction of the x-ray beam shape to block unused x-ray at the beginning and end of a helical scan to reduce unnecessary patient radiation

• 3D Dose modulation - Before the scan, clinicians must select the desired Noise Index as well as the minimum and maximum mA setting. The system automatically accounts for the changing dimensions of the patient's anatomy, enabling patient to patient reproducibility in this aspect of image quality and real-time x-y-z during each scan.

• Volumetric Image Space Reconstruction (VISR) are 3D filters that reduce image noise (standard deviation) without compromising spatial resolution to provide clear visualization in neuro and cardiac imaging, to deliver diagnostic image quality with potentially lower mA.}

• Tracking collimator hardware and software for x-ray beam tracking to minimize patient dose

• Filtration of the x-ray beam is optimized independently for body and head applications

• Dose Display, DLP (dose length product), and dose efficiency display during scan prescription provides the patient's dose information to the operator prior to scanning

• Dose Reporting provides access to the CTDIvol and DLP with the patient record prior and post exam. DICOM Structured Dose Report is also supported

• Dose Check provides the user with tools to help them manage CT dose in clinical practice and is based on the standard XR-25-2010 published by The Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA). Dose Check provides the following:

• Checking against a Notification Value if the estimated dose for the scan is above your site established value

• Checking against an Alert Value where the user needs specific authority to continue the scan at the current estimated dose without changing the scan parameters if the estimated dose exceeds the alert value

• The ability to define Alert Values for Adult and Pediatric with age threshold

• Audit logging and review capabilities

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Qty	Catalog No.	Description
		• Protocol change Control capabilities • DoseWatch Explore is an introductory dose management software application that provides you secure access, via any PC with internet access, to dose and protocol data from this system. An InSite connection to the system and completion of the registration process is required to use the DoseWatch Explore application. For US and Canadian Customers, this quotation includes access to the DoseWatch Explore application for a period of time concurrent with the system warranty. In clinical practice, the use of VISR may enable reduction in CT patient dose depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and a physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task. When ASiR is installed, VISR will be disabled. Gantry: • Advanced slip ring design continuously rotates generator, tube, HiLight matrix detector and data acquisition system around the patient. • Matrix II detector and digital data acquisition system • 70 cm Aperture with scan field of 50 cm • Short geometry design: 94.9 cm tube-to-detector distance • Rotational speeds: 360 degrees in 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 2.0 seconds • Tilt: +/- 30 degrees in half-degree increments with a speed of 1 degree/second • Remote tilt from operator's console • Integrated breathing lights & countdown timer • Integrated start scan button with countdown timer to indicate when x-ray will turn on • Scan plane toward front of gantry for improved positioning access • Laser Alignment Lights: Define both internal and external scan planes to E 1 mm accuracy Table: • Controls on gantry for table up/down and cradle in/out, and tilt. Foot pedals on both sides of table for fast elevation. Cradle position controlled from OC for prescribed scans • 1700 mm scannable range for full body trauma scans • Table load capacity of 227 kg (500 lb) with +/- 0.25 mm of position repeatability • Vertical range: 430 mm to 991 mm • Vertical scannable range:791 mm to 991 mm • Horizontal range: up to 1700 mm • Horizontal scannable range: up to 1730 mm (axial) and 1630 mm (helical) & 1600 mm (Scout) • Horizontal speed: up to 125 mm/sec (150 mm/sec at ISD) • Table automatically re-centers on scan plane with changes in vertical position under

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alignment light turned on condition

• Pitch 0.562:1, 0.938:1, 1.375:1, and 1.75:1

Detector and DAS:

The Volara 30-bit Digital data Acquisition System (DAS), with 1968 views per rotation, delivers high processing power for high-resolution images and low-dose performance. It reduces noise up to 33% for outstanding image quality, even in difficult areas such as the shoulders and hips, and in large patients.

Other features include:

• 21,888 cells over 24 rows, allowing the following type of acquisition-collimation:

• 10mm (0.625 mm rows) for high resolution mode

• 20mm (1.25 mm rows) high speed mode

• Collimated slice thickness available: 0.625, 1.25, 2.5, 3.75, 5, 7.5, 10

• Generating slices at fine intervals enables image reconstruction that exceed 32 slices (images) per gantry rotation

• The high image quality provided by the Optima CT540 is enabled by the HiLight matrix detector, with 98% absorption efficiency

X-ray Tube:

• Anode Heat Storage Capacity: 6.3 MHU

• Heat Dissipation: Anode (max) 840 KHU/min

• Dual Focal Spots

• Small Focal Spot:

- 0.9 x 0.7 nominal value (IEC 336/2005)

- 0.7 x 0.6 nominal value (IEC 60 336/93)

• Large Focal Spot:

- 1.2 x 1.0 nominal value (IEC 336/2005)

- 0.9 x 0.9 nominal value (IEC 60 336/93)

High Voltage Generator High Frequency on-board generator allows for continuous operation during scan.

• 53.2 kW output power

• kVp: 80, 100, 120, 140

• mA: 10 to 440 mA, 5 mA increments with 120 kV

Xtream Operator Console

The console and table are designed to enable the efficient use of space while enhancing clinical workflow and technologist comfort. Attributes include:

• Fully adjustable monitor arms

• Adjustable height for improved patient visibility

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• Flexible location of OC hardware

• Sitting or standing position

• Xtream FX operator console

• 6 fps is standard, 30 fps is optional

• Split tabletop allows unrestricted patient viewing while supporting two LCD 19 inch color monitors.

• Two 19 inch color LCD monitors support scan and recon, as well as image display, processing, analysis, and management.

• Each work surface can be adjusted to accommodate operator preferences and a wide variety of site requirements.

Image Networking Exams

Images can be selected and moved between the Optima CT540 CT Scanner and any imaging system supporting the DICOM 3.0 protocol for network send, receive and pull/query.

Other networking attributes include:

• Standard Auto-configuring Ethernet

• Direct Network Connection

• Supports 10/100/1000 BaseT Ethernet

• Supported Protocols

- DICOM 3.0 Network

- Advantage Net

- InSite Point-to-Point

- TCP/IP (for System Administration)

DICOM Conformance Standards:

• DICOM 3.0 Storage Service Class

• Service Class User (SCU) for image send

• Service Class Provider (SCP) for receive

• DICOM 3.0 Query/Retrieve Service Class

• DICOM 3.0 MOD Media Service Class

• DICOM 3.0 Storage Commitment Class Push

• DICOM 3.0 Modality Worklist (incl: Performed Procedure Step through ConnectPro option)

• DICOM 3.0 Print

The Optima CT540 with Xtream FX suite workflow management is designed to deliver outstanding workflow in each of these tasks: One-touch protocol workflow, delivering tailored visualization mode for exams review, directly built into the protocols, and available in "1 click" on the Operator Console or the Post-processing workstation.

Xtream Display

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

GE Healthcare

Date:	05-29-2018
Quote #:	PR15-C40016
Version #:	4
Q-Exp-Date:	08-24-2018

Qty	Catalog No.	Description

Xtream Display is a multi-purpose LCD display and can show basic patient information on the Gantry monitor. The user can confirm patient information in the scan room potentially improving workflow and reducing the opportunity for error. Xtream Display provides workflow improvement with preset positioning (One Step patient positioning) on gantry display. Xtream Display has a Movie function to assist the user in explaining the CT examination to patients.

Other features include:

• Minimum 3-click scan start workflow is a pre-programmable protocol setting that enables the start of scan in as few as 3 clicks.

• Up to 6 fps reconstruction speed (30 fps optional)

• Direct MPR with Auto-Batch feature, affording automatic real-time direct reconstruction and transfer of fully corrected multi-planar images, in any plane.

• Up to 10 fps transfer speed of images, real-time during acquisition, to up to 4 different destinations.

• DVD interchange capability, for archiving of up to 7168 uncompressed 512 images.

• Data Export capability, ensuring the relevant images and reports can be visualized by the referrals in PC friendly format (MPEG, AVI..)

• Auto Transfer by Series to distribute images where you need them when you need them.

• Exam Split (optional) allows multi-anatomic exams be read in separate anatomic sections. This allows specialists to review only those images needed for a given requisition

• Grayscale Presentation State saves display presentation of WW, WL, flip, rotate, zoom, roam, user annotation and measurements for transfer to a remote viewing station using DICOM GSPS object.

• Direct Connect allows remote Advantage Workstation (AW) access to the Xtream FX console's thin-slice data, eliminating unnecessary network traffic and storage duplication. (AW4.3** and later)

• Graphic Retro: Graphic Retro allows users to prescribe retro recon graphically on appropriate prospective image by mouse. Visual adjustment parameters such as DFOV, AP/RL center improve retro recon productivity.

Scan Modes

Helical scan mode offers continuous 360 degree scanning with table incrementation and no interscan delay. Axial scan mode allows for up to 16 contiguous axial planes to be acquired simultaneously.

• Helical Multi-slice Modes: Helical scanning has been simplified by grouping all critical acquisition parameters within helical pitches optimized for image quality and speed 0.5625:1, 0.9375:1, 1.375:1, 1.75:1 for 16 slice acquisition. These clinically derived helical scan modes offer a wide range of selections that carefully balance acquisition speed, image thickness, and provide table speeds up to 35 mm per rotation enabling scan speeds that are up to 12 times

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Qty	Catalog No.	Description
		faster than 4 slice helical scanners. • Prospective Multiple Thickness Reconstruction: For any helical scan modes, the operator can choose to reconstruct images prospectively in any of 7 nominal image thicknesses 0.625, 1.25, 2.5, 3.75, 5, 7.5, and 10 mm. The operator may also prospectively specify additional image sets to be reconstructed. These images can be reconstructed at any of the defined nominal image thicknesses available for a given table speed and scan mode. Direct MPR may also be prospectively specified which quickly enables the move from 2D review to prospective 3D image review of axial, sagittal, coronal and oblique planes automatically. Axial Scans: Multi-slice axial acquisitions and short interscan delays significantly reduce potential miss-registration between scans by increasing the number of scans in a single breath hold. Reference protocols make the Optima CT540 scanner system fast & efficient. • Axial Multi-slice Modes: The Optima CT540 CT scanner system acquires axial scans in sets of up to 16 contiguous images in one 360 degree rotation. For each rotation of the gantry the system collects 16 rows of scan data. There are five reconstruction modes available for creating images from the multi-slice axial scan data. • Example- 8i Mode: Produces 8 Images per Rotation • Nominal Thickness: 1.25, 2.5 mm • Example- 16i Mode: Produces 16 Images per Rotation • Nominal Thickness: 0.625, 1.25 mm Image Reconstruction Kernels: Soft, Standard, Detail, Bone, Bone Plus, Lung, and Edge and Chest. InSite Broadband includes: Hardware essential for systems to be connected to high speed internet. Warranty. The published Company warranty in effect on the date of shipment shall apply. The Company reserves the right to make changes. All specifications are subject to change. Regulatory compliance: this product is designed to comply with applicable standards under the radiation control for health and safety act of 1968. This product is designed to comply with applicable standards under the Radiation Control for Health and Safety Act of 1968. Laser alignment devices contained within this product are appropriately labeled according to the requirements of the Center for Devices and Radiological Health. This product is a CE compliant device which satisfies regulations regarding Electro-Magnetic Compatibility (EMC) and Electro-Magnetic Interference (EMI), pursuant to IEC-60101-1 and all applicable collateral and particular standards. This product complies with NEMA Standard 29-2013 / MITA Smart Dose Standard.
1	B7590EN	English Keyboard Kit
1	B7580GA	Standard Cable Set
1	B75002CD	The CT workspace is an ergonomic working environment specifically designed for use with the

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Qty	Catalog No.	Description
		GE Healthcare imaging systems. The sleek table design enables the efficient use of space while enhancing clinical workflow and technologist comfort. The workspace provides a minimalist footprint to improve patient visibility and giving the user easier access to patients in the imaging suite. It can also help reduce noise and heat with remote location options of the console. It is 51.2" long x 35.25" wide x 33.5" in height and weighs 122.8 lbs. 1300mm long x 895mm wide x 850mm in height and weighs 55.8kg
1	B7660B	Chair for CT scanner
1	B7900LC	This option provides lung screening reference protocols that are tailored to the CT system, patient size (small, average large), and the most current recommendations from a wide range of professional medical and governmental organizations. Now, qualified GE Healthcare CT scanners with this option are formally indicated for, and can be confidently used by physicians for low dose CT lung cancer screening of identified high-risk patient populations. These protocols deliver low dose, short scan times, and clear and sharp images for the detection of small lung nodules. Early detection from an annual lung screening with low dose CT in high-risk individuals can prevent a substantial number of lung cancer-related deaths. All new GE 64-slice and greater CT scanners, and virtually all of the 16-slice CT scanners that GE Healthcare sells are qualified for this screening option. This solution is also available to thousands of qualified GE CT scanners currently in use, increasing access to the quality scanners that satisfy both patient and physician needs. The new protocols, do include the choice for the user to be able to utilize GE Healthcare's industry-leading technologies such as ASiRTM, ASiR-VTM and VeoTM that are designed to reduce image noise, which is undesirable for physicians looking for small nodules. This option contains two documents. Lung Cancer Screening Option Reference Protocol Guide, and the Lung Cancer Screening Option User Manual / Technical Reference Manual i) The following GE Healthcare CT scanners are qualified to receive the new low dose CT Lung Cancer Screening Option: LightSpeed 16, BrightSpeed Elite, LightSpeed Pro16, Optima CT540, Discovery CT590 RT, Optima CT580, Optima CT580 W, Optima CT590 RT, LightSpeed Xtra, LightSpeed RT16, LightSpeed VCT, LightSpeed VCT XT, LightSpeed VCT XTe, LightSpeed VCT Select, Optima CT660, Revolution EVO, Discovery CT750 HD, Revolution HD, Revolution CT, Revolution Frontier. ii) Moyer V. Screening for Lung Cancer: U.S. Preventive Services Task Force Recommendation Statement. Ann Intern Med. 2014;160:330-338. http://www.uspreventiveservicestaskforce.org/Page/Document/RecommendationStatementFinal/lung-cance
1	R24013AC	GE Healthcare has reclassified its service tools, diagnostics and documentation into various classes (please refer to the Service Licensing Notification statement at the beginning of this

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Qty	Catalog No.	Description
		Quotation). The Standard License provides access to service tools used to perform basic level service on the Equipment and is included at no charge for the warranty period.
1		**TiP CT Applications**
1	W0001CT	CT TiP Training Package, 1 Day Onsite training CT TiP Training Package, Non Discountable 1 day onsite training. Training is provided from 8AM to 5PM, Monday through Friday. Includes T&L expenses. This training program must be scheduled and completed within 12 months after the date of product delivery.
		Quote Summary:
		Total Quote Net Selling Price **$205,000.00**
		(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price Includes Trade In allowance, if applicable.)

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

2. Term and Termination. Services and/or Software licenses will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. Software License. Other than as identified in the Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only. Customer's employees, agents and independent contractors may use the Software, but Customer is responsible for their acts. Customer-controlled entities may use the Software, but these entities will agree to these terms and pay additional license fees. Independent contractors that supply products comparable to the Software cannot be provided access to the Software unless GE Healthcare has provided its prior written consent. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE Healthcare provides Third Party Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

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

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

4. Commercial Logistics.

4.1. Order Cancellation and Modifications.

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

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

4.2. Site Preparation. Customer must, at its expense, prepare the site and network where the Product will be installed, ensuring that its site and network are adequate for proper Product operation and performance and meet GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

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

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

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

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

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

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

4.6. Acceptance.

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

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

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

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

4.8. Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

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

5. Security Interest and Payment.

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

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

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

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

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

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

7. Positron Emission Tomography ("PET") and Computed Tomography ("CT"). Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system.

8. CT Uptime Commitment. GE Healthcare will provide an uptime commitment during warranty for CT Equipment (excluding peripherals) if Customer provides GE Healthcare with: (i) access to the CT Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to the CT Equipment. The "Uptime Commitment" for CT Equipment is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

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

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

Uptime is calculated as follows:

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

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

9. General Terms.

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

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

9.3. Force Majeure. For non-monetary obligations, performance time will be reasonably extended for delays beyond a party's control.

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

9.5. Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive its end will continue in full effect after its end.

10. Compliance.

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

10.2. Security. Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

10.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.

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

10.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product purchase, the date of Product delivery; (b) if with a Services purchase, the start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period (other than because of GE Healthcare's fault), training expires without refund.

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

10.7. Connectivity. If a Product has remote access capability, Customer must provide GE Healthcare with, and maintain, remote access to the Product by a GE Healthcare-validated connection to permit GE Healthcare to perform Services. If remote access is not provided, GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. The remote connection and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

10.8. Use of Data.

10.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

10.8.2. Data Rights. GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("Source Data") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.

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

10.10. Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

10.1. 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.

11. Disputes, Liability and Indemnity.

11.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

11.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11.3. Exclusion of Damages. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11.4. IP Indemnification. GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

11.5. General Indemnification. GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer's fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer's fault or (ii) any Product modification not authorized in writing by GE Healthcare.

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

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

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

GE Healthcare Warranty Statement

1. Warranty.

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

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

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

1.4. Used Equipment. Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is not warranted by GE Healthcare.

1.5. Accessories and Supplies. Warranties for accessories and supplies are in GE Healthcare's catalog and at www.gehealthcare.com.

1.6. Third Party Product. Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

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

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

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

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

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

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY
Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components)
Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied by GE Healthcare or Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.
Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs
MX150 Vascular and Performix 160A (MX160) Tubes: 3 years
X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months
X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for $30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to OEM guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.
Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.
GE OEC New or Exchange Service/Maintenance Parts: 3 months
GE OEC Refurbished C-Arms: 1 year after installation
HealthNet Lan, Advantage Review — Remote Products: 3 months
Vivid T8: 3 years, includes TEE probes purchased with the Vivid T8
Vivid i, Vivid e, Vivid q, Vivid iq and Voluson i: Warranty includes (i) repair at GE Healthcare facilities, (ii) 3 business day turnaround repair for Products shipped via overnight delivery (where available), measured from shipment date (GE Healthcare is not responsible for delays in overnight shipment), (iii) 72-hour loaner unit or probe replacement service via Fed Ex, and (iv) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling with a maximum of 2 replacement systems during warranty.
LOGIQ e, Venue, Vivid iq and related transducers and peripherals purchased with them: 5 years (3 years for Vivid iq), except the following have a 1 year warranty:

Transducers: 6Tc-RS, i739-RS, t739-RS, and i12L
Carts: Venue Docking Cart, LOGIQ e Isolation Cart and Tall Docking Carts
Other Accessories: Venue & LOGIQ e batteries (internal & external), TEE cleaning & storage system and printers

Warranty includes: (i) repair at a GE Healthcare Service Depot, (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays, and (iii) a loaner Product when available (shipping charges included).
Vscan: 3 years, except Vscan Version 1.1 Demonstration systems, which are warranted for 1 year. Warranty includes: (i) repair at a GE Healthcare Service Depot; (ii) repair within 5 days after receipt of the Vscan, excluding GE Healthcare holidays (GE Healthcare is not responsible for delays in shipment); and (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays.
Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.
Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and Vsan batteries, which are warranted for 1 year
CARESCAPE Monitors B450, B650 and B850: 3 years parts, 1 year labor (excluding displays, which are standard)
B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)
MAC 800, 1200, 1600, 2000 and 3500: 3 years
CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years
Exergen: 4 years
Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed: 7 year parts warranty on heater cal rod
Microenvironment and Phototherapy consumable components: 1 month
Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor
Corometrics® Nautilus Transducers: 2 years
Lullaby Phototherapy System: 3 years on lamp assembly
Oximeters: 3 years from installation, or 39 months from date of GE Healthcare invoice, whichever occurs first
Anesthesia Monitor Mounting Solutions: If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product
Tec 7 Vaporizers: 3 years
Tec 6 Plus Vaporizers: 2 years

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Supplemental #1
May 30, 2018
09:38 A.M.

Revised Ultrasound Quote

Supplemental #1

May 30, 2018
09:38 A.M.

Date:	05-25-2018
	PR6-C113392
Version #:	4
Q-Exp-Date:	08-22-2018

GE Healthcare

Issued By:	**Customer Address:**	**Attention:**
GE Medical Systems Ultrasound & Primary Care Diagnostics, LLC	Premier Radiology	Mr. Michael Moreland
FEIN: 92-0192942	28 White Bridge Rd Ste 111	28 White Bridge Rd Ste 111 Nashville
	Nashville TN 37205-1466	TN 37205-1466

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

1) This Quotation that identifies the Product offerings purchased or licensed by Customer;

2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions. In the event of conflict among the foregoing items, the order of precedence is as listed above.

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

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

Governing Agreement:	None: Standard GEHC Quote Terms Apply
Customer Number:	1-25NM89
Terms of Delivery:	FOB Destination
Billing Terms:	100% billing at delivery
Payment Terms:	30 DAYS NET
Total Quote Net Selling Price:	$73,000.00
Sales And Use Tax Status:	No Exemption Certificate on File

** The following ship to states do not impose a sales/use tax (AK, DE, MT, NH, OR). No exemption certificate required.

INDICATE FORM OF PAYMENT:

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

____Cash/Third Party Loan/Check ____GE HEF Loan

____GE HEF Lease ____Third Party Lease(please identify financing company) _____

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

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

CUSTOMER

_____ _____

Authorized Customer Signature Date

_____ _____

Print Name Print Title

_____

Purchase Order Number (if applicable)

GE HEALTHCARE

Dionte Madden 05-25-2018

Signature Date

Sales Specialist - GI Ultrasound

Email: dionte.madden@ge.com
Office: +1 262 364 4130

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GE Healthcare

Supplemental #1

May 30, 2018	05-25-2018
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Total Quote Selling Price	**$73,000.00**
Trade-In and Other Credits	$0.00

Total Quote Net Selling Price	**$73,000.00**

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:
Dionte Madden
Office: +1 262 364 4130
Email: dionte.madden@ge.com

Payment Instructions

Please **Remit** Payment for invoices associated with this quotation to:
GE Medical Systems
Ultrasound Primary Care Diagnostics, LLC
75 Remittance Drive, Suite #1080
Chicago, IL 60675-1080

To Accept This Quotation

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

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.
Signature page on quote filled out with signature and P.O. number.
**********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 the applicable quote/agreement number with the reference on the purchase order.
In addition, source of funds (choice of: Cash/Third Party Loan or GE HEF Lease or GE HEF Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

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GE Healthcare

Date:	05-25-2018
Quote:	PR6-C113392
Version #:	4
Q-Exp-Date:	08-22-2018

Item No.	QTY	CATALOG	DESCRIPTION	Ext Sell Price
	1		**GoldSeal Logiq E9 R5 XD Clear REFURB**	
1	1	L4914ZP	GoldSeal Logiq E9 R5 XD Clear	$52,279.78
			A certified pre-owned or previously used system that is refurbished or remanufactured, the GoldSeal LOGIQ* E9 with XD Clear provides innovative GE technology to help enhance diagnostic confidence and workflow efficiency every day in a variety of challenging exams.	
			GoldSeal Offering includes:	
			Factory B Flow	
			Advanced Probe Support	
			Compare Assist	
			DICOM	
			1 year warranty and 3 days applications support	
			Innovative features: Agile Acoustic Architecture with flexible clinically based mathematical models of the body for enhanced image quality. Also included: CrossXBeam* (spatial compounding), SRI HD (Speckle Reduction Imaging in High Definition) with Organ Specific Imaging, and Coded Harmonics. Productivity can be enhanced through many features such as Raw Data for post-processing of images, Automatic Optimization, Virtual Convex, and Advanced 3D (w/ multiplanar displays). Advanced ergonomics include 19 inch color flat panel monitor (1280x1024) with articulating arm, motorized adjustable console, 10.4 inch color LCD touch screen, and four active transducer ports with patented cable hook. Scanning modes include B-Mode, M-Mode, Color Flow, Pulsed Wave, and Power Doppler. Other system features include: Windows** Embedded Standard 7 operating platform, 776 MB cine memory, 500GB internal hard drive, DVD-R, image archive, built-in gel warmer, user footrest, integrated on-board black and white printer bay, and user programmable model parameters. Includes comprehensive software annotation, calculations, and worksheets supporting obstetrical, gynecological, vascular and general imaging applications.	

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Item No.	QTY	CATALOG	DESCRIPTION	Ext Sell Price
			Includes a DICOM*** software package providing Verify, Print, Store, Multiframe, Modality Worklist, MPPS (Modality Performed Procedure Step), Storage Commitment, Media Exchange and Enhanced US Volume Storage. Additionally, supports Query/Retrieve and Structured Reporting. Does not include network hardware, which may be required. Includes initial installation and connection to customer network. Includes one-year warranty and three days of On-site Applications Training. Training must be completed within six (6) months after Product delivery, otherwise GE Healthcare's obligation to provide the training will expire without refund. Additional On-site Applications Training days are available for purchase. Participating in advanced technology training at the GE Healthcare Education Center in Metro Milwaukee can be purchased separately. Customer workflow permitting and abiding by SDMS criteria, sonographer install CE's may be provided during install training. *Trademark of General Electric Company. **Third party trademarks are the property of their respective owners. *** DICOM is the registered trademark of the National Electrical Manufacturers Association for its standard publications relating to digital communications of medical information.	
2	1	H45551NH	M5S-D Matrix Phased Array Probe Wideband Matrix Phased Array Probe. Applications vary depending on the ultrasound system and may include Cardiac, Pediatric, Abdomen, Fetal Heart, Transcranial, Coronary, Stress Echo, and LVO Contrast. Datasheets for specific ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications.	$2,701.12
3	1	H40442LM	9L-D Linear Array Probe Wideband Linear Array Probe. Applications vary depending on the ultrasound system and may include Vascular, Small Parts, Pediatric, and Abdominal. Datasheets for specific ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications..	$2,439.72

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GE Healthcare

Date: 05-25-2018
Q-Nbr: PR6-C113392
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Item No.	QTY	CATALOG	DESCRIPTION	Ext Sell Price
4	1	H40452LG	ML6-15-D Matrix Linear Array Probe Wideband Matrix Linear Array Probe. Applications vary depending on the ultrasound system and may include Small Parts, Vascular, Pediatrics, Neonatal, Breast, Thyroid, and Scrotal. Datasheets for specific ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications.	$3,136.79
5	1	H40452LE	C1-5-D Convex Array Probe Wideband Convex Array Probe. Applications vary depending on the ultrasound system and may include abdominal, OB/GYN, Urology, and Vascular. Datasheets for specific ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications.	$3,136.79
6	1	H40442LK	IC5-9-D Microconvex Array Probe Wideband Microconvex Intercavity Array Probe. Applications vary depending on the ultrasound system and may include OB/GYN and Urology . Datasheets for specific ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications.	$2,091.19
7	1	H4908SA	Scan Assistant Procedure automation program that intuitively assists the user with customizable system functions at each step of the study to streamline productivity, enhance consistency and reduce keystrokes. Scan Assistant automatically invokes exam imaging modes and parameters, advances to the next step in an exam, annotates the image, initiates measurements, and assigns the measurements to the worksheet/report. Offline Scan Assistant creator included to customize Scan Assistant programs.	$3,485.32
8	1	H4913WL	LOGIQ E9 Wireless version 2 Integrated wireless capability allows for wireless DICOM transfer within a 802.11a/b/g/n wireless network - includes support for Enterprise authentication.	$243.97
9	1	H4911CE	LOGIQ E9 Cardiac Package	$3,485.32

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GE Healthcare

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Quote #:	PR6-C113392
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Item No.	QTY	CATALOG	DESCRIPTION	Ext Sell Price
			LOGIQ E9 cardiac package includes the following: CW capability, physio input panel for ECG, ECG cable with long leads and clips, Tissue Velocity Imaging (TVI) to measure the myocardial velocities longitudinally, evaluating systolic and diastolic function, Tissue Velocity Doppler (TVD) to measure segmental displacement of the myocardium longitudinally, and Q-analysis to plot the velocity information of discrete points for graphical analysis. For BT2011 and later systems. This Package includes an extra (1) day of On-site Applications Training. Additional On-site Applications Training days are available for purchase.	

Quote Summary:

Total List Price:	**$418,900.00**
Total Discount (82.57%)	**($345,900.00)**
Total Extended Selling Price:	**$73,000.00**
Total Quote Net Selling Price	**$73,000.00**

(Quoted prices do not reflect state and local taxes if applicable.)

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GE Healthcare Terms & Conditions

with ViewPoint Software Maintenance Additional Terms & Conditions

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

2. Term and Termination. Services and/or Software licenses will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. Software License. Other than as identified in the Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only. Customer's employees, agents and independent contractors may use the Software, but Customer is responsible for their acts. Customer-controlled entities may use the Software, but these entities will agree to these terms and pay additional license fees. Independent contractors that supply products comparable to the Software cannot be provided access to the Software unless GE Healthcare has provided its prior written consent. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE Healthcare provides Third Party Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

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

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

4. Commercial Logistics.

4.1. Order Cancellation and Modifications.

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

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

4.2. Site Preparation. Customer must, at its expense, prepare the site and network where the Product will be installed, ensuring that its site and network are adequate for proper Product operation and performance and meet GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

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

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

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

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

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

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

4.5. Acceptance.

4.5.1. 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.

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

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

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

4.7. Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

4.8. Audit. GE Healthcare may audit Customer's use of Software and Healthcare IT Products to verify Customer's compliance with this Agreement. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license or use of the Healthcare IT Product.

5. Security Interest and Payment.

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

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

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

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

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

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

7. ViewPoint Software Maintenance. GE Healthcare will maintain, support and update the ViewPoint Software licensed by Customer ("ViewPoint Software") and HIS interface software installed in the United States.

7.1. Term. The Software Maintenance Agreement ("SMA") term and start date is identified in the Quotation and its related Schedule A. Either party may terminate the SMA without cause after the first anniversary by providing at least 90 days' prior written notice to the other party. SMA payments are due within 30 days after receipt of GE Healthcare's invoice.

7.2. Software Support and Maintenance. GE Healthcare will use reasonable efforts to correct 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 the SMA. New functionality must be purchased separately.

7.3. Continuing Support. Customer must remain within 2 Updates of the most current ViewPoint Software version at all times during the SMA term (including at the start of the SMA term) to receive support for the ViewPoint Software.

7.4. SMA Definitions. "Error" means any ViewPoint Software-related problem that: (i) materially interferes with Customer's use of the ViewPoint Software; and (ii) results from a failure of the ViewPoint Software to materially conform to the Documentation. "Error Correction" means: (a) modification of the ViewPoint Software that corrects an Error by bringing the ViewPoint Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. "Update" means a change that provides Error Corrections and/or enhances functionality of the ViewPoint Software version licensed by Customer on the start of the SMA. 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 ViewPoint Software.

7.6. Hotline Support. GE Healthcare will provide phone and email support from 8am to 8pm Eastern Time, Monday–Friday, excluding GE Healthcare holidays, for problem solving, Error resolution and general help.

7.7. Remote Access Support. GE Healthcare may access ViewPoint Software remotely via Customer's network and GE Healthcare-supplied secure tunnelling software to monitor ViewPoint 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.

7.8. Warranty. GE Healthcare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Services as long as Customer provides prompt written notice to GE Healthcare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY.

7.9. Exclusions. GE Healthcare has no obligation to Customer for Services for: (i) use of the ViewPoint Software 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 ViewPoint Software, 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 non-ViewPoint Software applications and systems; (vii) failure to use or install, or permit GE Healthcare to use or install, Error Corrections or Updates; (viii) defects in products or services not made and provided by GE Healthcare; (ix) any cause external to the ViewPoint Software, due to cyber-attacks or beyond GE Healthcare's control; (x) failure of Customer's network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with ViewPoint Software; and (xiv) migration of ViewPoint Software to different hardware or operating systems. Services beyond this SMA are subject to standard billing.

8. General Terms.

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

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

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

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

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

9. Compliance.

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

9.2. Security. Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

9.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.

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

9.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product purchase, the date of Product delivery; (b) if with a Services purchase, the start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period (other than because of GE Healthcare's fault), training expires without refund.

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

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

9.8. Use of Data.

9.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

9.8.2. Data Rights. GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("Source Data") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.

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

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

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

10. Disputes, Liability and Indemnity.

10.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

10.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10.3. Exclusion of Damages. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10.4. IP Indemnification. GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

10.5. General Indemnification. GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer's fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer's fault or (ii) any Product modification not authorized in writing by GE Healthcare.

Customer will indemnify and hold GE Healthcare harmless from third party damages that GE Healthcare becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by Customer's: (a) medical diagnosis or

treatment decisions; (b) misuse or negligent use of the Product; and/or (c) use of the Product in a manner or environment, or for any purpose, for which GE Healthcare did not design it, or in violation of GE Healthcare's recommendations or instructions.

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

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

GE Healthcare Warranty Statement

1. Warranty.

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

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

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

1.4. Used Equipment. Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is not warranted by GE Healthcare.

1.5. Accessories and Supplies. Warranties for accessories and supplies are in GE Healthcare's catalog and at www.gehealthcare.com.

1.6. Third Party Product. Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

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

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

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

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

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

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY
Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components)
Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

GE Healthcare Confidential & Proprietary

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.
Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs
MX150 Vascular and Performix 160A (MX160) Tubes: 3 years
X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months
X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for $30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to OEM guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.
Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.
GE OEC New or Exchange Service/Maintenance Parts: 3 months
GE OEC Refurbished C-Arms: 1 year after installation
HealthNet Lan, Advantage Review — Remote Products: 3 months
Vivid T8: 3 years, includes TEE probes purchased with the Vivid T8
Vivid i, Vivid e, Vivid q, Vivid iq and Voluson i: Warranty includes (i) repair at GE Healthcare facilities, (ii) 3 business day turnaround repair for Products shipped via overnight delivery (where available), measured from shipment date (GE Healthcare is not responsible for delays in overnight shipment), (iii) 72-hour loaner unit or probe replacement service via Fed Ex, and (iv) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling with a maximum of 2 replacement systems during warranty.
LOGIQ e, Venue, Vivid iq and related transducers and peripherals purchased with them: 5 years (3 years for Vivid iq), except the following have a 1 year warranty:

Transducers: 6Tc-RS, i739-RS, t739-RS, and i12L
Carts: Venue Docking Cart, LOGIQ e Isolation Cart and Tall Docking Carts
Other Accessories: Venue & LOGIQ e batteries (internal & external), TEE cleaning & storage system and printers

Warranty includes: (i) repair at a GE Healthcare Service Depot, (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays, and (iii) a loaner Product when available (shipping charges included).
Vscan: 3 years, except Vscan Version 1.1 Demonstration systems, which are warranted for 1 year. Warranty includes: (i) repair at a GE Healthcare Service Depot; (ii) repair within 5 days after receipt of the Vscan, excluding GE Healthcare holidays (GE Healthcare is not responsible for delays in shipment); and (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays.
Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.
Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and Vsan batteries, which are warranted for 1 year
CARESCAPE Monitors B450, B650 and B850: 3 years parts, 1 year labor (excluding displays, which are standard)
B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)
MAC 800, 1200, 1600, 2000 and 3500: 3 years
CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years
Exergen: 4 years
Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed: 7 year parts warranty on heater cal rod
Microenvironment and Phototherapy consumable components: 1 month
Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor
Corometrics® Nautilus Transducers: 2 years
Lullaby Phototherapy System: 3 years on lamp assembly
Oximeters: 3 years from installation, or 39 months from date of GE Healthcare invoice, whichever occurs first
Anesthesia Monitor Mounting Solutions: If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product
Tec 7 Vaporizers: 3 years
Tec 6 Plus Vaporizers: 2 years

Supplemental #1
May 30, 2018
09:38 A.M.

Revised 3D Mammo Quote

GE Healthcare

Supplemental #1

Date:	May 30, 2018 09:38 A.M.
Quote #:	05-25-2018 PR10-C118349
Version #:	6
Q-Exp-Date:	08-23-2018

Issued By:	**Customer Address:**	**Attention:**
GE Healthcare	Premier Radiology	Mr. Michael Moreland
FEIN: 14-0689340	28 White Bridge Rd Ste 111	28 White Bridge Rd Ste 111 Nashville
	Nashville TN 37205-1466	TN 37205-1466

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

1) This Quotation that identifies the Product offerings purchased or licensed by Customer;

2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions. In the event of conflict among the foregoing items, the order of precedence is as listed above.

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

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

Governing Agreement:	None
Customer Number:	1-25NM89
Terms of Delivery:	FOB Destination
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	Due ON Receipt-30 Days
Total Quote Net Selling Price:	$299,000.00
Sales And Use Tax Status:	No Exemption Certificate on File

** The following ship to states do not impose a sales/use tax (AK, DE, MT, NH, OR). No exemption certificate required.

NDICATE FORM OF PAYMENT:

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

____Cash/Third Party Loan/Check ____GE HEF Loan

____GE HEF Lease ____Third Party Lease(please identify financing company) _____

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

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

CUSTOMER

_____ _____

Authorized Customer Signature Date

_____ _____

Print Name Print Title

_____

Purchase Order Number (if applicable)

GE HEALTHCARE

Gary Young 05-25-2018

Signature Date

Vaso Healthcare - Authorized Manufacturer Rep

Email: GaryYoung@ge.com
Office: +1 615 202 6373
Mobile: 615-202-6373

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

Supplemental #1
May 30, 2018
09:38 A.M.

GE Healthcare

Date:	05-25-2018
Quote #:	PR10-C118349
Version #:	6
Q-Exp-Date:	08-23-2018

Total Quote Selling Price	**$299,000.00**
Trade-In and Other Credits	$0.00

Total Quote Net Selling Price	**$299,000.00**

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:
Gary Young
Office: +1 615 202 6373
Mobile: 615-202-6373
Email: GaryYoung@ge.com

Payment Instructions

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

To Accept This Quotation

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

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.
Signature page on quote filled out with signature and P.O. number.
**********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 the applicable quote/agreement number with the reference on the purchase order.
In addition, source of funds (choice of: Cash/Third Party Loan or GE HEF Lease or GE HEF Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

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General Electric Company, GE Healthcare Division

Supplemental #1
May 30, 2018
09:38 A.M.

GE Healthcare

Date:	05-25-2018
Quote #:	PR10-C118349
Version #:	6
Q-Exp-Date:	08-23-2018

Qty	Catalog No.	Description
1		**Senographe Pristina - BI**
1	S30371AB	Senographe Pristina
1	S30371BA	Control station standard front cover
1	S30331JR	3 megapixel high-brightness color monitor. High-definition and multifunctional model featuring precise calibration compliant with the DICOM Part 14 standard. Technical Specifications: • Display Type LED-backlit LCD monitor / TFT active matrix - 3MP – color • Native Resolution 1536 x 2048 • Contrast Ratio 1400:1 • Color Support 1.07 billion colors • Dimensions (WxDxH) 14.8 in x 9.7 in x 23.6 in - with stand • Horizontal Viewing Angle 170 • Vertical Viewing Angle 170 • Pixel Pitch 0.21075 mm • Panel Type IPS • Brightness 1000 cd/m² • Horizontal Refresh Rate 31 - 127 kHz • Backlight Technology LED backlight • Video Bandwidth 215 MHz • Vertical Refresh Rate 29 - 61 Hz • Manufacturer: Eizo Nanao Technologies POWER DEVICE • Nominal Voltage AC 120/230 V • Frequency Required 50/60 Hz • Power Consumption Operational 125 Watt DISPLAY • Image Brightness 1000 cd/m2 • Image Contrast Ratio 1400:1 • Video Bandwidth 215 MHz • Type LED-backlit LCD monitor MISCELLANEOUS • OSD Languages Chinese (simplified), Chinese (traditional), English, French, German, Italian, Japanese, Spanish, Swedish

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General Electric Company, GE Healthcare Division

Qty	Catalog No.	Description
		• Color Category black • Color black • Flat Panel Mount Interface 100 x 100 mm POWER • Power Consumption Stand by / Sleep: 3 Watt • Power Supply internal MECHANICAL • Swivel Angle: 344 degrees • Rotation Angle: 90 degrees • Height Adjustment: 3.1 in • Tilt Angle: 30 degrees • Flat Panel Mount Interface: 100 x 100 mm • Display Position Adjustments: Height, pivot (rotation), swivel, tilt CABLE DETAILS • Type: DVI cable, DisplayPort cable, USB cable • Included Qty: 1 • Cable Details: DVI-D to DVI-D
1	S30371CA	Computer QWERTY English keyboard designed to enter characters and functions into the control station. This keyboard has an USB connection to be used when connected to the station's computer.
1	S30331BR	Additional Stand-alone Radiation Shield (MAVIG) This radiation screen is a stand-alone shield validated for fixed configurations only.
1	S30351RJ	SenoIris CONNECT software with PC is a tool for fast transmission of medical image data. It connects DICOM enabled devices in different locations over a given - preferably secure - connection. SenoIris CONNECT enables fast teleradiology transparent to connected DICOM devices leveraging JPEG2000 image compression. SenoIris CONNECT also manages centrally the review workflow of multi-workstation installation. SenoIris CONNECT only works with SenoIris DIAGNOSE. SenoIris CONNECT is not needed for a single workstation installation. Interfaces with information systems must be clarified and quoted with a IDI Sales Specialist. SenoIris CONNECT comes on HP Z440 PC with 1TB SSD, and an English keyboard.
1	S30351AR	One set of power cords for UK/USA/JAPAN/CHINA
1	S30371BP	Mag Stand 1.8

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GE Healthcare

Date:	05-25-2018
Quote #:	PR10-C118349
Version #:	6
Q-Exp-Date:	08-23-2018

Qty	Catalog No.	Description
1	S30371FC	24X29cm Flexible Compression Paddle
1	S30371FD	The optional flexible and ergonomic 19x23cm sliding paddle provides tilting and flexibility for better compression uniformity from the chest wall to nipple. It is used in combination with the 19x23cm field of view. It is designed for easier positioning especially in the MLO position for large pectoral muscles and in the CC position when the chest wall and nipple-side show large thickness variation. Patient comfort is improved by requiring less compression on pectoral muscle or chest wall to achieve proper compression on the whole breast. This sliding paddle has been designed to allow technologists to position small breasts on a large detector making sure that the positioning is comfortable and accurate. For a CC view, the 19x23 cm sliding paddle is positioned in the middle of the detector. For an oblique view, the paddle can slide to the side (left or right depending on the breast view) to make sure that the breast is optimally compressed.
1	S30371FE	ROUND SPOT COMPRESSION PA
1	S30371FF	SLIDING SQUARE SPOT COMPR
1	S30371FJ	10X23 Sliding Small Breast Paddle
1	S30371HA	Senographe Pristina 3D is a three-dimensional imaging technology that uses a low dose short X-ray sweep around a compressed breast. The acquired projection images are processed electronically to reconstruct a 3D representation of the entire breast. This imaging technique is designed to separate the tissues and to reduce the overlapping of structures, which represents a limiting factor in standard 2D mammography. The 3D option is available for the Senographe Pristina platform to generate 3D and 2D images. Senographe Pristina 3D Technology • Sweep angle is 25° with 9 projections at any rotation angle between -160°/+160° • The "Step and Shoot" tube motion stops for each exposure to avoid image blur • Mo and Rh tube tracks create narrow x-ray spectra, exactly where the dose efficiency is for thin (Mo) and medium and thick breasts (Rh) • Detector: 100 microns with no binning, high DQE in 3D mode (IEC 62220-2-3, equivalent spectrum at 5µGy): 65% (+/-2) at 0.5lp/mm and 57% (+/-2) at 2lp/mm • Automatic reconstruction of the images by using ASIR DBT iterative algorithms • The dose of a DBT (Digital Breast Tomosynthesis) view is designed to be equivalent to the dose of a 2D standard acquisition of the same view • Capability to reconstruct 0.5mm or 1mm distance between tomo-planes

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GE Healthcare

Date:	05-25-2018
Quote #:	PR10-C118349
Version #:	6
Q-Exp-Date:	08-23-2018

Qty	Catalog No.	Description
1	W0002MM	2 Days MM TiP Onsite Training Two Day MM Onsite Training provided from 8AM to 5PM, Monday through Friday. Includes T&L expenses. Days provided consecutively. This training program must be scheduled and completed within 12 months after the date of product delivery.
1	W0003MM	3 Days MM TiP Onsite Training Three Days MM Onsite Training provided from 8AM to 5PM, Monday through Friday. Includes T&L expenses. Days provided consecutively. This training program must be scheduled and completed within 12 months after the date of product delivery.
1	W0001MS	Customer Acknowledgement PRIOR TO GE HEALTHCARE ACCEPTING AN ORDER, AN IT WORKFLOW MEETING WITH A GE HEALTHCARE REPRESENTATIVE IS REQUIRED TO ENSURE PROPER STORAGE AND TRANSFER OF IMAGES. THE INFORMATION OBTAINED IN THE IT WORKFLOW MEETING MAY RESULT IN CONFIGURATION CHANGES TO ENSURE A PROPER WORKFLOW SOLUTION AS WELL AS A POSSIBLE CHANGE TO THE PRICE IN THE FINAL QUOTE.
1	E6322DJ	Mammography Breast Phantom - ACR Gammex 156 The Mammographic Accreditation Phantom is designed to test the performance of a mammographic system by a quantitative evaluation of the system's ability to image small structures similar to those found clinically. Objects within the phantom simulate calcifications, fibrous calcifications in ducts, and tumor masses. The phantom is also designed to determine if a mammographic system can detect small structures that are important in the early detection of breast cancer. Test objects within the phantom range in size from those that should be visible on any system, to objects that will be difficult to see even on the best mammographic system. Breast phantom is compatible with analog and digital equipments. Approved by ACR for Mammography. SPECIFICATIONS

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GE Healthcare

Date:	05-25-2018
Quote #:	PR10-C118349
Version #:	6
Q-Exp-Date:	08-23-2018

Qty	Catalog No.	Description
		• Height: 1.75 in. (4.5 cm) • Width: 4 in. (10.2 cm) • Depth: 4.25 in. (10.8 cm)
1	E6315TA	Cabinet to hold additional paddles and other mammography accessories
1	S30351PK	Activates the enhanced V-Preview option on SenoIris DIAGNOSE. Note: Must also order iCAD PowerLook 3D CAD license

Quote Summary:

Total Quote Net Selling Price **$299,000.00**

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

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General Electric Company, GE Healthcare Division

GE Healthcare Terms & Conditions

with X-Ray and DoseWatch Additional Terms & Conditions

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

2. Term and Termination. Services and/or Software licenses will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. Software License. Other than as identified in the Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only. Customer's employees, agents and independent contractors may use the Software, but Customer is responsible for their acts. Customer-controlled entities may use the Software, but these entities will agree to these terms and pay additional license fees. Independent contractors that supply products comparable to the Software cannot be provided access to the Software unless GE Healthcare has provided its prior written consent. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE Healthcare provides Third Party Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

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

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

4. Commercial Logistics.

4.1. Order Cancellation and Modifications.

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

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

4.2. Site Preparation. Customer must, at its expense, prepare the site and network where the Product will be installed, ensuring that its site and network are adequate for proper Product operation and performance and meet GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

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

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

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

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

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

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

4.6. Acceptance.

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

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

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

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

4.8. Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

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

5. Security Interest and Payment.

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

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

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

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

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

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

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

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

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

Uptime is calculated as follows:

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

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

8. 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.

9. General Terms.

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

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

9.3. Force Majeure. For non-monetary obligations, performance time will be reasonably extended for delays beyond a party's control.

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

9.5. Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive its end will continue in full effect after its end.

10. Compliance.

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

10.2. Security. Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

10.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.

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

10.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product

purchase, the date of Product delivery; (b) if with a Services purchase, the start date for Services; or (c) if [illegible] only purchase, the date training is ordered. If not done within this time period (other than because of GE Healthcare's fault), training expires without refund.

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

10.7. Connectivity. If a Product has remote access capability, Customer must provide GE Healthcare with, and maintain, remote access to the Product by a GE Healthcare-validated connection to permit GE Healthcare to perform Services. If remote access is not provided, GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. The remote connection and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

10.8. Use of Data.

10.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

10.8.2. Data Rights. GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("Source Data") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.

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

10.10. Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

10.11. 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.

11. Disputes, Liability and Indemnity.

11.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

11.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11.3. Exclusion of Damages. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11.4. IP Indemnification. GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

11.5. General Indemnification. GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer's fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer's fault or (ii) any Product modification not authorized in writing by GE Healthcare.

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

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

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

GE Healthcare Warranty Statement

1. Warranty.

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

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

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

1.4. Used Equipment. Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is not warranted by GE Healthcare.

1.5. Accessories and Supplies. Warranties for accessories and supplies are in GE Healthcare's catalog and at www.gehealthcare.com.

1.6. Third Party Product. Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

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

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

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

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

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

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY
Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components)
Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

GE Healthcare Confidential & Proprietary

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.
Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs
MX150 Vascular and Performix 160A (MX160) Tubes: 3 years
X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months
X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for $30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to OEM guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.
Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.
GE OEC New or Exchange Service/Maintenance Parts: 3 months
GE OEC Refurbished C-Arms: 1 year after installation
HealthNet Lan, Advantage Review — Remote Products: 3 months
Vivid T8: 3 years, includes TEE probes purchased with the Vivid T8
Vivid i, Vivid e, Vivid q, Vivid iq and Voluson i: Warranty includes (i) repair at GE Healthcare facilities, (ii) 3 business day turnaround repair for Products shipped via overnight delivery (where available), measured from shipment date (GE Healthcare is not responsible for delays in overnight shipment), (iii) 72-hour loaner unit or probe replacement service via Fed Ex, and (iv) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling with a maximum of 2 replacement systems during warranty.
LOGIQ e, Venue, Vivid iq and related transducers and peripherals purchased with them: 5 years (3 years for Vivid iq), except the following have a 1 year warranty:

Transducers: 6Tc-RS, i739-RS, t739-RS, and i12L
Carts: Venue Docking Cart, LOGIQ e Isolation Cart and Tall Docking Carts
Other Accessories: Venue & LOGIQ e batteries (internal & external), TEE cleaning & storage system and printers

Warranty includes: (i) repair at a GE Healthcare Service Depot, (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays, and (iii) a loaner Product when available (shipping charges included).
Vscan: 3 years, except Vscan Version 1.1 Demonstration systems, which are warranted for 1 year. Warranty includes: (i) repair at a GE Healthcare Service Depot; (ii) repair within 5 days after receipt of the Vscan, excluding GE Healthcare holidays (GE Healthcare is not responsible for delays in shipment); and (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays.
Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.
Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and Vsan batteries, which are warranted for 1 year
CARESCAPE Monitors B450, B650 and B850: 3 years parts, 1 year labor (excluding displays, which are standard)
B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)
MAC 800, 1200, 1600, 2000 and 3500: 3 years
CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years
Exergen: 4 years
Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed: 7 year parts warranty on heater cal rod
Microenvironment and Phototherapy consumable components: 1 month
Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor
Corometrics® Nautilus Transducers: 2 years
Lullaby Phototherapy System: 3 years on lamp assembly
Oximeters: 3 years from installation, or 39 months from date of GE Healthcare invoice, whichever occurs first
Anesthesia Monitor Mounting Solutions: If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product
Tec 7 Vaporizers: 3 years
Tec 6 Plus Vaporizers: 2 years

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Premier Radiology

May 29, 2018

Tab 9R

Supplemental Response to Question #10

(Revised Page 16)

1. **The need for outpatient diagnostic services shall be determined on a county by county basis (with data presented for contiguous counties for comparative purposes) and should be projected four years into the future using available population figures.**

   ***RESPONSE**: See the sections below, describing the need for the MRI and CT services which will be offered in the ODC proposed by MTI. Both the need methodologies and the results are provided on a county by county basis, for 2017 (base year) and 2022 (horizon year).*

   The proposed MTI-Antioch ODC is projected to serve MTI's existing patients from three zip codes in Davidson County and Rutherford County. These zip codes include: 37013 Antioch, 37086 La Vergne, and 37217 Nashboro Village and Smith Springs.

   As documented later in this application, Davidson County providers of MRI and CT services have experienced growth in utilization over the past three reporting years and are operating at high effective capacities. Demand for ODC MRI and CT services is expected to grow as the service area population increases and reimbursement plans continue to shift a greater portion of healthcare costs to the patient. ODCs are not reimbursed at higher hospital outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

   Furthermore, both the Saint Thomas Medical Partners - Antioch Care Center and MTI's Antioch imaging site were selected to deliver patient care closer to where patients live in an integrated, full-service setting. Davidson County and Rutherford County are in high growth areas in metropolitan Nashville. Traffic in and around the geographical service area is a growing concern, causing additional access issues to existing providers.

2. **Approval of additional outpatient diagnostic services will be made only when it is demonstrated that existing services in the applicant's geographical service area are not adequate and/or there are special circumstances that require additional services.**

   ***RESPONSE**: See the sections, below, describing the need for the MRI and CT services which will be offered in the ODC proposed by MTI. Both the need methodologies and the results are provided on a county by county basis, for 2017 and 2022.*

3. **Any special needs and circumstances:**

   a. **The needs of both medical and outpatient diagnostic facilities and services must be analyzed.**

      ***RESPONSE**: See the sections, below, describing the need for the MRI and CT services which will be offered in the ODC proposed by MTI.*

      Other than a physician office MRI, that is located within The Pain Management Group, P.C. to serve its own patients, there are no MRIs within the proposed service area zip codes.

      In 2017 there were 49 fixed MRI's in Davidson County, and 12 fixed MRI's in Rutherford County. In 2017 the 48 fixed MRIs in Davidson County provided a total of 144,028 procedures, an average of 3,001 procedures per MRI, representing a 83.3% utilization rate. The 12 fixed MRIs in Rutherford County provided a total of 32,245 procedures, which is an average of 2,783 procedures per MRI representing a 77.3% utilization rate. One MRI in 2017 did not report data and for that MRI the 2017 data was assumed to be consistent with 2016 data. One MRI was implemented in mid-September 2017 so annualized numbers are used for this MRI.

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Tab 10R

Supplemental Response to Question #11

(Revised Page 20)

Area's population. No non-Tennessee counties are included. Please see the text following this section for narrative with calculations and exhibits.

3. **Economic Efficiencies. All applicants for any proposed new MRI Unit should document that alternate shared services and lower cost technology applications have been investigated and found less advantageous in terms of accessibility, availability, continuity, cost, and quality of care.**

   RESPONSE: MTI-Antioch provides lower cost technologies. The proposed MRI (and CT) unit will supplement these other technologies. At a cost of only $475,989, MTI's proposed 1.5T GE MRI unit represents very affordable and high quality technology.

4. **Need Standard for non-Specialty MRI Units.**

   A need likely exists for one additional non-Specialty MRI unit in a Service Area when the combined average utilization of existing MRI service providers is at or above 80% of the total capacity of 3600 procedures, or 2880 procedures, during the most recent twelve month period reflected in the provider medical equipment report maintained by the HSDA. The total capacity per MRI unit is based upon the following formula:

   Stationary MRI Units: 1.20 procedures per hour x twelve hours per day x 5 days per week x 50 weeks per year = 3,600 procedures per year

   Mobile MRI Units: Twelve (12) procedures per day x days per week in operation x 50 weeks per year. For each day of operation per week, the optimal efficiency is 480 procedures per year, or 80 percent of the total capacity of 600 procedures per year.

   RESPONSE: MRI providers in Davidson County exceed this criterion. In 2017 there were 48 fixed MRI's in Davidson County. These 48 fixed MRIs in Davidson County provided a total of 144,028 procedures, an average of 3,001 procedures per MRI, representing a 83.3% utilization rate. In 2017 there were 12 fixed MRIs in Rutherford County. The 12 fixed MRIs in Rutherford County provided a total of 32,722 procedures, which is an average of 2,783 procedures per MRI representing a 77.3% utilization rate. One MRI in 2017 did not report data and for that MRI the 2017 data was assumed to be consistent with 2016 data. One MRI was implemented in mid-September 2017 so annualized numbers are used for this MRI.

   Need Standards for Specialty MRI Units.

   RESPONSE: Not applicable. This project does not involve any Specialty MRI Units.

5. **Separate Inventories for Specialty MRI Units and non-Specialty MRI Units. If data availability permits, Breast, Extremity, and Multi-position MRI Units shall not be counted in the inventory of non-Specialty fixed or mobile MRI Units, and an inventory for each category of Specialty MRI Unit shall be counted and maintained separately. None of the Specialty MRI Units may be replaced with non-Specialty MRI fixed or mobile MRI Units and a Certificate of Need granted for any of these Specialty MRI Units shall have included on its face a statement to that effect. A non-Specialty fixed or mobile MRI Unit for which a CON is granted for Specialty MRI Unit purpose use-only shall be counted in the specific Specialty MRI Unit inventory and shall also have stated on the face of its Certificate of Need that it may not be used for non-Specialty MRI purposes.**

   RESPONSE: Historical MRI utilization is provided in the text following this section, with calculations and exhibits.

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Premier Radiology

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Tab 11R

Supplemental Response to Question #12

(MRI FDA Approval Letter)

K052293

Supplemental #1
May 30, 2008
09:38 A.M.

GE Healthcare Technologies
P.O. Box 414, Milwaukee, WI 53201

SEP 2 1 2005

510(k) Summary

This 510(k) summary of safety and effectiveness information is submitted in accordance with the requirements of 21 CFR Part 807.92(c).

Submitter: GE Healthcare Technologies
PO Box 414
Milwaukee, WI 53201

Contact Person: Larry A. Kroger Ph.D.
Manager, Regulatory Programs

Telephone: 262- 544-3894

Fax: 262- 548-4768

Date Prepared: August 22, 2005

Device Name:

GE 1.5T Signa® HDx MR System, and
GE 3.0T Signa® HDx MR System
Magnetic Resonance Diagnostic System, 21 CFR 892.1000, 90-LNH

Marketed Device:

The 1.5T Signa® HDx MR System is substantially equivalent to the currently marketed Signa® Excite 1.5T MR system (K041476) with the main differences being a change to the receive chain architecture that includes thirty two independent receive channels, and allows for future expansion in 16 channel increments.

The 3.0T Signa® HDx MR System is substantially equivalent to the currently marketed Signa® Excite 3.0T MR system (K041476) with the main differences being a change to the receive chain architecture that includes thirty two independent receive channels, and allows for future expansion in 16 channel increments.

Device Description:

The 1.5T and 3.0T Signa® HDx MR systems are a modification to the previously cleared MR systems K041476 which utilizes a superconducting magnet to acquire 2D single-slice and multi-slice, and 3D volume images. The 1.5T and 3.0T Signa® HDx Magnetic Resonance System features a superconducting magnet operating at either 1.5T, or 3.0T. The data acquisition system supports 1, 4, 8, 12, 16, 32 independent receive channels and multiple independent coil elements per channel during a single acquisition series. Additionally, the system architecture is designed for expansion in 16 channel increments. The system can image in the sagittal, coronal, axial, oblique and double oblique planes, using various pulse sequences. Images are acquired and reconstructed using 2D and 3D Fourier transformation techniques. The system is intended for high-resolution anatomical applications, short scan times, and multinuclear spectroscopy. The 1.5T Signa® HDx MR system is also available in a mobile configuration.

GE Healthcare Technologies
P.O. Box 414, Milwaukee, WI 53201

Indications for Use:

The GE Signa® HDx MR system is a whole body magnetic resonance scanner designed to support high resolution, high signal-to-noise ratio, and short scan times. The Signa® HDx MR system is indicated for use as a diagnostic imaging device to produce axial sagittal, coronal and oblique images, spectroscopic images, and/or spectra, dynamic images of the internal structures and organs of the entire body, including, but not limited to, head, neck, TMJ, spine, breast, heart, abdomen, pelvis, joints, prostate, blood vessels, and musculoskeletal regions of the body. The images produced by the Signa® HDx system reflect the spatial distribution of protons (hydrogen nuclei) exhibiting magnetic resonance. These images and/or spectra when interpreted by a trained physician yield information that may assist in diagnosis.

Comparison with Predicate Device:

The 1.5T and 3.0T Signa® HDx MR Systems are a modification of the previously cleared MR systems K041476 with the main differences being the change to the receive chain architecture that includes a thirty two independent receive channels, and allows for future expansion in 16 channel increments. The overall system has been improved with a simplified User Interface and a single 23" Liquid Crystal Display, improved multi-channel surface coil connectivity, and an improved image reconstruction architecture known as the Volume Recon Engine (VRE).

Summary of Studies:

The 1.5T and 3.0T Signa® HDx Magnetic Resonance Systems were evaluated to the appropriate NEMA performance standards as well as the IEC 60601-1 International Medical Equipment Safety standard and IEC 60061-2-33 Particular Requirements for Safety of Magnetic Resonance Equipment for Medical Diagnosis. The 1.5T Signa® HDx Magnetic Resonance System is comparable to the currently marketed Signa® Excite 1.5T Magnetic Resonance System. The 3.0T Signa® HDx Magnetic Resonance System is comparable to the currently marketed Signa® Excite 3.0T Magnetic Resonance System.

Conclusion:

It is the opinion of GE that the 1.5T Signa® HDx Magnetic Resonance System is substantially equivalent to the Signa® Excite 1.5T Magnetic Resonance System. Usage of the 1.5T Signa® HDx Magnetic Resonance System does not result in any new potential hazards.

It is the opinion of GE that the 3.0T Signa® HDx Magnetic Resonance System is substantially equivalent to the Signa® Excite 3.0T Magnetic Resonance System. Usage of the 3.0T Signa® HDx Magnetic Resonance System does not result in any new potential hazards.

Supplemental #1
May 30, 2018
09:38 A.M.

DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Food and Drug Administration
9200 Corporate Boulevard
Rockville MD 20850

SEP 2 1 2005

Larry A. Kroger, Ph.D..
Senior Regulatory Programs Manager
GE Healthcare Technologies
P.O. Box 414, W-400
MILWAUKEE WI 53201

Re: K052293
Trade/Device Name: GE 1.5T and 3.0T Signa® HDx MR Systems
Regulation Number: 21 CFR §892.1000
Regulation Name: Magnetic resonance diagnostic device
Regulatory Class: II
Product Code: LNH
Dated: August 22, 2005
Received: August 23, 2005

Dear Dr. Kroger:

We have reviewed your Section 510(k) premarket notification of intent to market the device referenced above and have determined the device is substantially equivalent (for the indications for use stated in the enclosure) to legally marketed predicate devices marketed in interstate commerce prior to May 28, 1976, the enactment date of the Medical Device Amendments, or to devices that have been reclassified in accordance with the provisions of the Federal Food, Drug, and Cosmetic Act (Act) that do not require approval of a premarket approval application (PMA). You may, therefore, market the device, subject to the general controls provisions of the Act. The general controls provisions of the Act include requirements for annual registration, listing of devices, good manufacturing practice, labeling, and prohibitions against misbranding and adulteration.

If your device is classified (see above) into either class II (Special Controls) or class III (Premarket Approval), it may be subject to such additional controls. Existing major regulations affecting your device can be found in the Code of Federal Regulations, Title 21, Parts 800 to 898. In addition, FDA may publish further announcements concerning your device in the Federal Register.

Please be advised that FDA's issuance of a substantial equivalence determination does not mean that FDA has made a determination that your device complies with other requirements of the Act or any Federal statutes and regulations administered by other Federal agencies. You must comply with all the Act's requirements, including, but not limited to registration and listing (21 CFR Part 807); labeling (21 CFR Part 801); good manufacturing practice requirements as set forth in the quality systems (QS) regulation (21 CFR Part 820); and if applicable, the electronic product radiation control provisions (Sections 531-542 of the Act); 21 CFR 1000-1050.

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This letter will allow you to begin marketing your device as described in your Section 510(k) premarket notification. The FDA finding of substantial equivalence of your device to a legally marketed predicate device results in a classification for your device and thus, permits your device to proceed to the market.

If you desire specific advice for your device on our labeling regulation (21 CFR Part 801), please contact the Office of Compliance at one of the following numbers, based on the regulation number at the top of this letter:

21 CFR 876.xxxx	(Gastroenterology/Renal/Urology)	240-276-0115
21 CFR 884.xxxx	(Obstetrics/Gynecology)	240-276-0115
21 CFR 892.xxxx	(Radiology)	240-276-0120
Other		240-276-0100

Also, please note the regulation entitled, "Misbranding by reference to premarket notification" (21 CFR 807.97). You may obtain other general information on your responsibilities under the Act from the Division of Small Manufacturers, International and Consumer Assistance at its toll-free number (800) 638-2041 or (301) 443-6597 or at its Internet address http://www.fda.gov/cdrh/industry/support/index.html.

Sincerely yours,

Nancy C. Brogdon

Nancy C. Brogdon
Director, Division of Reproductive,
Abdominal, and Radiological Devices
Office of Device Evaluation
Center for Devices and Radiological Health

Enclosure

GE Healthcare Technologies
P.O. Box 414, Milwaukee, WI 53201

Indications for Use

510(k) Number (if known): K052293

Device Name:

GE 1.5T Signa® HDx MR System, and GE 3.0T Signa® HDx MR System

Indications for Use:

The GE Signa® HDx MR system is a whole body magnetic resonance scanner designed to support high resolution, high signal-to-noise ratio, and short scan times. The Signa® HDx MR system is indicated for use as a diagnostic imaging device to produce axial sagittal, coronal and oblique images, spectroscopic images, and/or spectra, dynamic images of the internal structures and organs of the entire body, including, but not limited to, head, neck, TMJ, spine, breast, heart, abdomen, pelvis, joints, prostate, blood vessels, and musculoskeletal regions of the body. The images produced by the Signa® HDx system reflect the spatial distribution of protons (hydrogen nuclei) exhibiting magnetic resonance. These images and/or spectra when interpreted by a trained physician yield information that may assist in diagnosis.

Prescription Use ___X____ (Part 21 CFR 801 Subpart D) AND/OR Over-The-Counter Use _____ (21 CFR 801 Subpart C)

(PLEASE DO NOT WRITE BELOW THIS LINE-CONTINUE ON ANOTHER PAGE IF NEEDED)

Concurrence of CDRH, Office of Device Evaluation (ODE)

Nancy C Brogdon
(Division Sign-Off)
Division of Reproductive, Abdominal, and Radiological Devices
510(k) Number K052293

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Premier Radiology

May 29, 2018

Tab 12R

Supplemental Response to Question #13

(Revision to Page 26)

MTI-Antioch MRI Procedure Projections

Service Area	Base 2017	Interim 2018	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)
MTI Procedures – with Svc Area Pop Growth	3,646	3,709	3,771	3,834	3,897	3,959
Internal Redirection Rate			68%	71%	75%	78%
TOTAL, MTI-Antioch			**2,552**	**2,735**	**2,917**	**3,099**

Note: MTI annual procedures are interpolated from preceding table

MTI-Antioch achieves its MRI procedures from:

- existing MTI patient referral patterns,
- patient redirections from existing MTI imaging centers to this more convenient site, and
- service area population growth using the growth rates from the total population (all ages).

MTI-Antioch does not rely upon the following additional factors:

- redirecting patients from other area imaging providers, or
- increased referrals from provides at the
- performing studies on patients who reside outside the three zip service area.

In fact, MTI-Antioch's Calendar Year 2022 MRI procedure projection is still 860 procedures less (15 percent less) than what all MTI facilities served from the three zip codes in 2017.

Area MRI Provider Utilization Projections

Since MTI-Antioch is projected to serve fewer MRI patients than MTI facilities served in 2017, it cannot have an adverse impact on other service area MRI providers. In fact, service area population growth is sufficient for existing and underutilized MRI providers to achieve higher volumes as well.

Historical Utilization: Existing MRI Providers in Service Area

Provider	Units	CY 2015	CY 2016	CY 2017	Growth	2017 Capacity
The Pain Management Group, P.C.	1	1,878	3,680	3,370	79%	6.4%
TOTAL	**1**	**1,878**	**3,680**	**3,370**	**79%**	**6.4%**

Source: Medical Equipment Registry: www.tn.gov; Notes: Fixed MRI capacity = 3,600 procedures. For mobile units, capacity = 600 procedures, or 1/6.

The MRI providers within the three zip code service area operated at 93.6% percent of effective capacity in 2017, the most recent reporting year.

The MRI volumes for the proposed project is based on the redirection of existing utilization at other MTI imaging centers to MTI-Antioch on the basis of improved access, better continuity of patient care and greater convenience for the patient. The service area population is projected to grow by 8.6 percent through 2022, and the adult (age 25+) population by 7.9 percent. Demand for the services of Davidson County and Rutherford County MRI providers has increased over the past three reporting years and can be expected to continue to increase over the next five years.

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Tab 13R

Supplemental Response to Question #14

(Revision to County Level Map)

Supplemental #1
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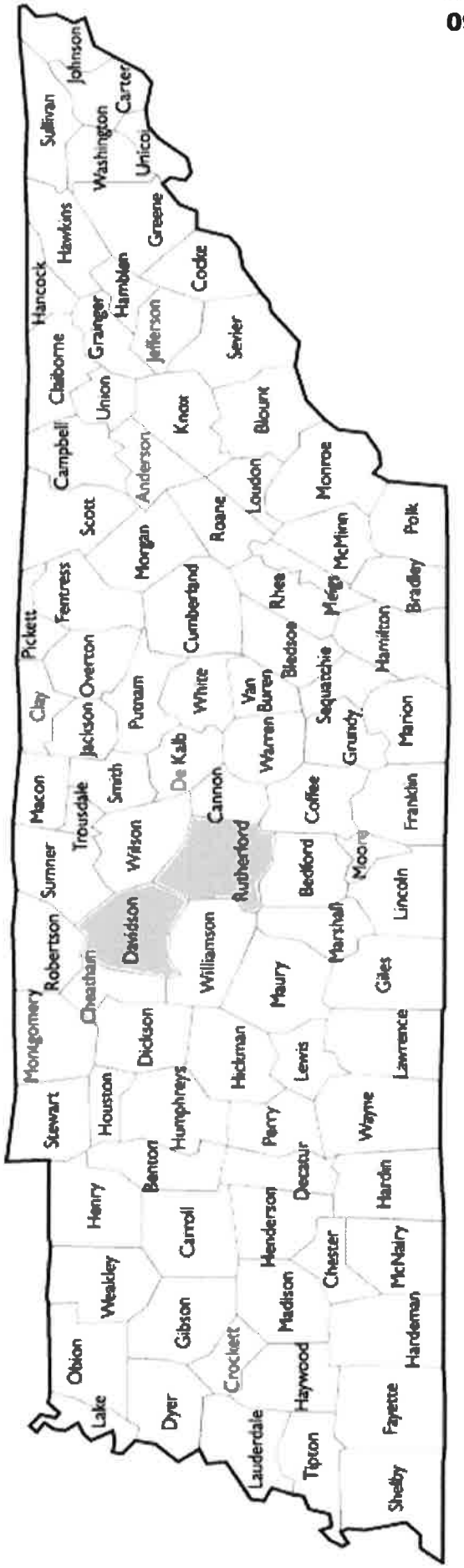
County Level Map

Counties Containing Service Area



CN1805-021

Premier Radiology

May 29, 2018

Tab 14R

Supplemental Response to Question #15

(Revision to page 32 & Population Table Form)

Supplemental #1
May 30, 2018
09:38 A.M.

D. 1). a) Describe the demographics of the population to be served by the proposal.

RESPONSE: MTI-Antioch's service area has an estimated 2017 population of 167,452. From 2017 to 2022, the overall service area will grow by approximately 14,527 residents, an 8.7 percent growth rate, reaching 181,979 total residents. Please see the following analysis.

Projected 2017-2022 Total Population Growth

ZIP Code	City	Total Population		Growth
		2017	2022	
37013	Antioch	89,154	97,573	9.4%
37086	La Vergne	34,704	37,606	8.4%
37217	Nashboro Village/Smith Springs	32,623	34,786	6.6%
	TOTAL	**156,481**	**169,965**	**8.6%**

Source: ESRI.

The adult population (25 years of age and older) in the service area is growing at a similar rate to the total population. Although MTI offers imaging services to all ages, more imaging is performed on the adult population.

Projected 2017-2022 Age 25+ Population

ZIP Code	City	Age 25+ Population		Growth
		2017	2022	
37013	Antioch	57,237	61,959	8.2%
37086	La Vergne	21,559	23,579	9.4%
37217	Nashboro Village/Smith Springs	21,433	22,576	5.3%
	TOTAL	**100,221**	**108,114**	**7.9%**

Source: ESRI.

These tables have been used to project observed patient volumes of MTI facilities in the greater Nashville area for the MTI-Antioch site. For Certificate of Need purposes, current year population is 2018 and the Horizon Year for this proposed project is 2022. Total Population and Age 25+ population data for these years are presented in **Attachments, Tab 14**, Population Table form for Section B, Need, D(1)(b).

b) Using current and projected population data from the Department of Health, the most recent enrollee data from the Bureau of TennCare, and demographic information from the US Census Bureau, complete the following table and include data for each county in your proposed service area.

Projected Population Data: http://www.tn.gov/health/article/statistics-population

TennCare Enrollment Data: http://www.tn.gov/tenncare/topic/enrollment-data

Census Bureau Fact Finder: http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml

Tab 14R - Population Table Form

Demographic Variable/Geographic Area	Department of Health/Health Statistics							Bureau of Census - 2016				TennCare	
	Total Population Current Year - 2018	Total Population Projected Year - 2022	Total Population - % Change	Target Population (Age 25+)	Target Population (Age 25+) Projected Year 2022	Target Population % Change	Target Population Projected Year as % of Total	Median Age	Median Household Income	Persons Below Poverty Level	Persons Below Poverty Level as % of Total	TennCare Enrollees	TennCare Enrollees as % of Total
Davidson	698,061	730,404	4.63%	468,560	485,051	3.52%	66.41%	34.2	$50,484.00	N/A	17.7	137,832	19.74%
Rutherford	332,411	368,752	10.93%	213,103	237,866	11.62%	64.51%	32.9	$58,032.00	N/A	12.6	51,831	15.59%
State of TN Total	6,960,524	7,263,893	4.40%	4,708,207	4,936,752	4.85%	18.80%	38.5	$46,584.00	N/A	17.2	1,432,475	20.58%

Supplemental #1
May 30, 2018
09:38 A.M.

Supplemental #1
May 30, 2018
09:38 A.M.

CN1805-021

Premier Radiology

May 29, 2018

Tab 15R

Supplemental Response to Question #19

(Revised Bank Letter)

Supplemental #1
May 30, 2018
09:38 A.M.

150 3rd Avenue South
Ste 900
Nashville, TN 37201

May 25, 2018

Melanie M. Hill, Executive Director
Tennessee Health Services and Development Agency
502 Deaderick Street
Andrew Jackson Bldg., 9th Floor
Nashville, Tennessee 37243

RE: Middle Tennessee Imaging's CON Licensure Request to establish an Outpatient Diagnostic Center (ODC) in Antioch

Dear Ms. Hill:

Middle Tennessee Imaging, LLC (d/b/a Premier Radiology) has sufficient available credit to fund all costs required for the development and establishment of the project as set forth in the certificate of need application. The funding needed for Administrative, Architectural, Engineering, Construction, Equipment, and Furniture costs appears to be approximately $1,780,301.44 and will be provided by Pinnacle Financial Partners under a line of credit that matures on August 30, 2024. The interest rate is LIBOR + 2.75%.

If you need additional information, please feel free to contact me. My number is 615-744-2903.

Sincerely,

Kent Cleaver
Senior Lending Officer, Pinnacle Bank

Supplemental #1
May 30, 2018
09:38 A.M.

CN1805-021

Premier Radiology

May 29, 2018

Tab 16R

Supplemental Response to Question #20

(Revision to page 40)

Supplemental #1
May 30, 2018
09:38 A.M.

D. Complete Projected Data Charts on the following two pages – ***Do not modify the Charts provided or submit Chart substitutions!***

The Projected Data Chart requests information for the two years following the completion of the proposed services that apply to the project. Please complete two Projected Data Charts. One Projected Data Chart should reflect revenue and expense projections for the ***Proposal Only*** (*i.e.*, if the application is for additional beds, include anticipated revenue from the proposed beds only, not from all beds in the facility). The second Chart should reflect information for the total facility. **Only complete one chart if it suffices.**

Note that "Management Fees to Affiliates" should include management fees paid by agreement to the parent company, another subsidiary of the parent company, or a third party with common ownership as the applicant entity. "Management Fees to Non-Affiliates" should include any management fees paid by agreement to third party entities not having common ownership with the applicant.

RESPONSE: Please refer to the completed charts on the following pages.

The Projected Data Chart reflects operations for the entire proposed imaging center.

Regarding the Fees to Affiliates (Line D.5.a), these represent the Management Fees paid to PhyData, LLC, under the Amended Administrative Services Agreement.

PhyData, LLC (in addition to the Administrative Services Agreement) also has a separate Billing Services Agreement with MTI. PhyData is paid 4.5% of Net Global Collections.

PhyData, LLC is the only Billing Service utilized. There is not a second, outsourced Collection Agency referenced. We realize the description may be somewhat misleading.

Supplemental #1
May 30, 2018
09:38 A.M.

CN1805-021

Premier Radiology

May 29, 2018

Tab 17R

Supplemental Response to Question #26

(Dept of Health Status & ACR Certificates)

Last Updated: 5/25/2018

For more information, please contact
Health Care Facilites
(615)741-7221 or 800-310-4650

Health Care Facilities

Licensed Facilities

Current Listings

Type = Outpatient Diagnostic Center
County = All
Results = 10

Click here to return to the search page

1	PREMIER RADIOLOGY BELLE MEADE 28 WHITE BRIDGE ROAD SUITE 111 Nashville, TN 37205 Attn: MICHAEL MORELAND 615-356-3999	Administrator: MICHAEL MORELAND Owner Information: MIDDLE TENNESSEE IMAGING LLC 3024 BUSINESS PARK CIRCLE Goodlettsville, TN 37072 615-356-3999	Facility License Number: 00000001 Status: Licensed Date of Last Survey: 09/10/2015 Accreditation Expires: 07/31/2018 Date of Original Licensure: 05/24/2006 Date of Expiration: 04/01/2019 *This Facility is Managed By:* *PHYDATA LLC* *Goodlettsville TN* **No Disciplinary Actions**
2	PREMIER RADIOLOGY BRENTWOOD 789 OLD HICKORY BOULEVARD Brentwood, TN 37027 Attn: MICHAEL MORELAND 615-832-9551	Administrator: MICHAEL MORELAND Owner Information: MIDDLE TENNESSEE IMAGING LLC 3024 Business Park Circle Goodlettsvlle, TN 37072 615-356-3999	Facility License Number: 00000009 Status: Licensed Date of Last Survey: 09/11/2015 Accreditation Expires: 03/27/2020 Date of Original Licensure: 05/23/2006 Date of Expiration: 01/14/2019 *This Facility is Managed By:* *PHYDATA LLC* *Goodlettsville TN* **No Disciplinary Actions**
3	PREMIER RADIOLOGY COOL SPRINGS 3310 ASPEN GROVE DR SUITE 101 Franklin, TN 37067 Attn: MICHAEL MORELAND 615-771-0171	Administrator: MICHAEL MORELAND Owner Information: MIDDLE TENNESSEE IMAGING LLC 3024 BUSINESS PARK CIRCLE Goodlettsville, TN 37072 615-356-3999	Facility License Number: 00000008 Status: Licensed Date of Last Survey: 10/07/2015 Accreditation Expires: 12/27/2018 Date of Original Licensure: 05/24/2006 Date of Expiration: 04/01/2019 *This Facility is Managed By:*

			PHYDATA LLC *Goodlettsville TN* **No Disciplinary Actions**
4	PREMIER RADIOLOGY HERMITAGE 5045 OLD HICKORY BLVD SUITE 100 Hermitage, TN 37076 Attn: MICHAEL R. MORELAND 615-884-7674	Administrator: MICHAEL R. MORELAND Owner Information: MIDDLE TENNESSEE IMAGING LLC 3024 BUSINESS PARK CIRCLE Goodlettsvlle, TN 37072 615-356-3999	Facility License Number: 00000003 Status: Licensed Date of Last Survey: 06/28/2017 Accreditation Expires: 11/02/2019 Date of Original Licensure: 07/05/2006 Date of Expiration: 07/05/2018 *This Facility is Managed By:* *PHYDATA LLC* *Goodlettsville TN* **No Disciplinary Actions**
5	PREMIER RADIOLOGY MT. JULIET 5002 CROSSING CIRCLE SUITE 140 Mount Juliet, TN 37122 Attn: MICHAEL MORELAND 615-773-7237	Administrator: MICHAEL MORELAND Owner Information: MIDDLE TENNESSEE IMAGING, LLC 3024 BUSINESS PARK CIRCLE Brentwood, TN 37027 615-356-3999	Facility License Number: 00000060 Status: Licensed Date of Last Survey: 06/28/2017 Accreditation Expires: 02/07/2020 Date of Original Licensure: 07/30/2012 Date of Expiration: 07/30/2018 *This Facility is Managed By:* *PHYDATA LLC* *Goodlettsville TN* **No Disciplinary Actions**
6	PREMIER RADIOLOGY MURFREESBORO 1840 MEDICAL CENTER PARKWAY SUITE 101 Murfreesboro, TN 37129 Attn: MICHAEL MORELAND 615-896-1234	Administrator: MICHAEL MORELAND Owner Information: MIDDLE TENNESSEE IMAGING LLC 3024 BUSINESS PARK CIRCLE Goodlettsville, TN 37072 615-356-3999	Facility License Number: 00000012 Status: Licensed Date of Last Survey: 07/24/2017 Accreditation Expires: 08/23/2018 Date of Original Licensure: 08/03/2006 Date of Expiration: 08/03/2018 *This Facility is Managed By:* *PHYDATA LLC* *Goodlettsville TN* **No Disciplinary Actions**
7	PREMIER RADIOLOGY NASHVILLE 1800 CHARLOTTE AVENUE Nashville, TN 37203 Attn: MICHAEL MORELAND 615-329-4840	Administrator: MICHAEL MORELAND Owner Information: MIDDLE TENNESSEE IMAGING LLC 3024 BUSINESS PARK CIRCLE Goodlettsvlle, TN 37072 615-356-3999	Facility License Number: 00000011 Status: Licensed Date of Last Survey: 09/10/2015 Accreditation Expires: 09/04/2018 Date of Original Licensure: 05/30/2006 Date of Expiration: 04/01/2019 *This Facility is Managed By:* *PHYDATA LLC* *Goodlettsville TN* **No Disciplinary Actions**
8	PREMIER RADIOLOGY SAINT THOMAS MIDTOWN 300 20TH AVENUE NORTH SUITE 202 Nashville, TN 37203 Attn: MICHAEL MORELAND	Administrator: MICHAEL MORELAND Owner Information: MIDDLE TENNESSEE IMAGING LLC 102 WOODMONT BOULEVARD SUITE 700	Facility License Number: 00000061 Status: Licensed Date of Last Survey: 10/05/2015 Accreditation Expires: 10/10/2019

	615-986-6047	Nashville, TN 37205 615-284-6841	Date of Original Licensure: 06/17/2013 Date of Expiration: 06/14/2018 *This Facility is Managed By:* *PHYDATA, LLC* *Goodlettsville TN* **No Disciplinary Actions**
9	PREMIER RADIOLOGY SAINT THOMAS WEST 4230 HARDING PIKE SUITE 220 ST. THOMAS MEDICAL P Nashville, TN 37205 Attn: MICHAEL MORELAND 615-467-1050	Administrator: MICHAEL MORELAND Owner Information: MIDDLE TENNESSEE IMAGING, LLC 28 WHITE BRIDGE ROAD SUITE 316 Nashville, TN 37205 615-986-6153	Facility License Number: 00000062 Status: Licensed Date of Last Survey: 10/05/2015 Accreditation Expires: 12/05/2020 Date of Original Licensure: 04/15/2014 Date of Expiration: 04/15/2019 *This Facility is Managed By:* *PHYDATA LLC* *Goodlettsville TN* **No Disciplinary Actions**
10	PREMIER RADIOLOGY SMYRNA 741 PRESIDENT PLACE SUITE 100 Smyrna, TN 37167 Attn: MICHAEL MORELAND 615-220-0674	Administrator: MICHAEL MORELAND Owner Information: MIDDLE TN IMAGING LLC 3024 BUSINESS PARK CIRCLE Goodlettsville, TN 37072 615-356-3999	Facility License Number: 00000010 Status: Licensed Date of Last Survey: 08/28/2017 Accreditation Expires: 09/19/2020 Date of Original Licensure: 08/21/2006 Date of Expiration: 04/01/2019 *This Facility is Managed By:* *PHYDATA LLC* *Goodlettsville TN* **No Disciplinary Actions**

Supplemental #1
May 30, 2018
09:38 A.M.

American College of Radiology

Magnetic Resonance Imaging Services of

Premier Radiology Belle Meade

28 White Bridge Road
Suite 111
Nashville, Tennessee 37205

were surveyed by the
Committee on MRI Accreditation of the
Commission on Quality and Safety

The following magnet was approved

Picker ECLIPSE 1998

For

Head, Spine, MSK

Accredited from:

July 31, 2015 through July 31, 2018

Anthony J. Sanders, M.D.

CHAIRMAN, COMMITTEE ON MRI ACCREDITATION

Paul H. Ellenbogen, M.D.

PRESIDENT, AMERICAN COLLEGE OF RADIOLOGY

MRAP# 01332-01

Supplemental #1
May 30, 2018
09:38 A.M.

American College of Radiology

Magnetic Resonance Imaging Services of

Premier Radiology Brentwood

789 Old Hickory Blvd
Brentwood, Tennessee 37027

were surveyed by the
Committee on MRI Accreditation of the
Commission on Quality and Safety

The following magnet was approved

Philips ACHIEVA 1.5 2005

For

Head, Spine, Body, MSK, MRA, Cardiac

Accredited from:

March 27, 2017 through March 27, 2020

CHAIRMAN, COMMITTEE ON MRI ACCREDITATION

PRESIDENT, AMERICAN COLLEGE OF RADIOLOGY

MRAP# 52888-01

Supplemental #1
May 30, 2018
09:38 A.M.

American College of Radiology

Magnetic Resonance Imaging Services of

Premier Radiology Cool Springs

3310 Aspen Grove Drive
Franklin, Tennessee 37067

were surveyed by the
Committee on MRI Accreditation of the
Commission on Quality and Safety

The following magnet was approved

Philips INTERA 1.5 2000

For

Head, Spine, Body, MSK, MRA

Accredited from:

December 27, 2015 through December 27, 2018

CHAIRMAN, COMMITTEE ON MRI ACCREDITATION

PRESIDENT, AMERICAN COLLEGE OF RADIOLOGY

MRAP# 03455-02

Supplemental #1
May 30, 2018
09:38 A.M.

ACR®
AMERICAN COLLEGE OF RADIOLOGY

American College of Radiology

Magnetic Resonance Imaging Services of

Premier Radiology Hermitage

5045 Old Hickory Boulevard
Ste 100
Hermitage, Tennessee 37076

were surveyed by the
Committee on MRI Accreditation of the
Commission on Quality and Safety

The following magnet was approved

General Electric HORIZON 2004

For

Head, Spine, Body, MSK

Accredited from:

November 02, 2016 through November 02, 2019

CHAIRMAN, COMMITTEE ON MRI ACCREDITATION

PRESIDENT, AMERICAN COLLEGE OF RADIOLOGY

MRAP# 02719-02

Supplemental #1
May 30, 2018
09:38 A.M.

ACR®
AMERICAN COLLEGE OF
RADIOLOGY

American College of Radiology

Magnetic Resonance Imaging Services of

Premier Radiology Mt. Juliet

5002 Crossing Circle
Suite 140
Mount Juliet, Tennessee 37122

were surveyed by the
Committee on MRI Accreditation of the
Commission on Quality and Safety

The following magnet was approved

Philips INTERA 1.5 2005

For

Head, Spine, Body, MSK

Accredited from:

March 27, 2017 through February 07, 2020

CHAIRMAN, COMMITTEE ON MRI ACCREDITATION

PRESIDENT, AMERICAN COLLEGE OF RADIOLOGY

MRAP# 06076-

ACR®
AMERICAN COLLEGE OF
RADIOLOGY

American College of Radiology

Magnetic Resonance Imaging Services of

St. Thomas Outpatient Imaging Murfreesboro

1840 Medical Center Parkway
Suite 101
Murfreesboro, Tennessee 37129

were surveyed by the
Committee on MRI Accreditation of the
Commission on Quality and Safety

The following magnet was approved

General Electric 1.5 GE SIGNA LX 2003

For

Head, Spine, Body, MSK

Accredited from:

August 23, 2015 through August 23, 2018

Anthony J. Sanders, M.D.
CHAIRMAN, COMMITTEE ON MRI ACCREDITATION

Paul H. Ellenbogen, M.D.
PRESIDENT, AMERICAN COLLEGE OF RADIOLOGY

MRAP# 06689-03

Supplemental #1
May 30, 2018
09:38 A.M.

ACR®
AMERICAN COLLEGE OF
RADIOLOGY

American College of Radiology

Magnetic Resonance Imaging Services of

Premier Radiology Charlotte

1800 Charlotte Avenue
Nashville, Tennessee 37203

were surveyed by the
Committee on MRI Accreditation of the
Commission on Quality and Safety

The following magnet was approved

General Electric HDxt 1.5T 2005

For

Head, Spine, Body, MSK

Accredited from:

May 31, 2017 through May 31, 2020

CHAIRMAN, COMMITTEE ON MRI ACCREDITATION

PRESIDENT, AMERICAN COLLEGE OF RADIOLOGY

MRAP# 01994-03

Supplemental #1
May 30, 2018
09:38 A.M.

ACR®
AMERICAN COLLEGE OF RADIOLOGY

American College of Radiology

Magnetic Resonance Imaging Services of

Saint Thomas Premier Midtown

300 20th Avenue North, Suite 202
Nashville, Tennessee 37203

were surveyed by the
Committee on MRI Accreditation of the
Commission on Quality and Safety

The following magnet was approved

General Electric 1.5 HDX 2005

For

Head, Spine, Body, MSK

Accredited from:

October 22, 2016 through October 22, 2019

CHAIRMAN, COMMITTEE ON MRI ACCREDITATION

PRESIDENT, AMERICAN COLLEGE OF RADIOLOGY

MRAP# 52768-02

[redacted]

Supplemental #1
May 30, 2018
09:38 A.M.

ACR
AMERICAN COLLEGE OF RADIOLOGY

American College of Radiology

Magnetic Resonance Imaging Services of

Premier Radiology Saint Thomas West

4230 Harding Road
Suite 220
Nashville, Tennessee 37205

were surveyed by the
Committee on MRI Accreditation of the
Commission on Quality and Safety

The following magnet was approved

Philips ACHIEVA 3.0T 2014

For

Head, Spine, Body, MSK, MRA

Accredited from:

December 05, 2017 through December 05, 2020

CHAIRMAN, COMMITTEE ON MRI ACCREDITATION

PRESIDENT, AMERICAN COLLEGE OF RADIOLOGY

MRAP# 53006-01

Supplemental #1
May 30, 2018
09:38 A.M.

ACR®
AMERICAN COLLEGE OF
RADIOLOGY

American College of Radiology

Magnetic Resonance Imaging Services of

St. Thomas Outpatient Imaging Smyrna

741 President Place
Suite 100
Smyrna, Tennessee 37167

were surveyed by the
Committee on MRI Accreditation of the
Commission on Quality and Safety

The following magnet was approved

General Electric SIGNA 11X GE 2004

For

Head, Spine, MSK

Accredited from:

September 19, 2017 through September 19, 2020

CHAIRMAN, COMMITTEE ON MRI ACCREDITATION

PRESIDENT, AMERICAN COLLEGE OF RADIOLOGY

MRAP# 06684-02

Supplemental #1
May 30, 2018
09:38 A.M.

CN1805-021

Premier Radiology

May 29, 2018

Tab 18R

(Affidavit for Supplemental Responses)

Supplemental #1
May 30, 2018
09:38 A.M.

MAY 30 '18 AM 9:38

AFFIDAVIT

STATE OF Tennessee

COUNTY OF Davidson

MARK GAW, being first duly sworn, says that he/she is the applicant named in this application or his/her/its lawful agent, that this project will be completed in accordance with the application, that the applicant has read the directions to this application, the Rules of the Health Services and Development Agency, and T.C.A. §68-11-1601, *et seq.*, and that the responses to this application or any other questions deemed appropriate by the Health Services and Development Agency are true and complete.

CFO
SIGNATURE/TITLE

Sworn to and subscribed before me this 16th day of May (Month), 2018 (Year) a Notary Public in and for the County/State of Robertson / Tennessee.

Dana M. Meadows
NOTARY PUBLIC

DANA M. MEADOWS
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

My commission expires 8.29 (Month/Day), 2021 (Year).

Supplemental #2

Middle TN Imaging, LLC
d/b/a Premier Radiology

CN1805-021

MAY 30 '18 PM 3:59

Supplemental #2
May 30, 2018
3:59 pm

May 30, 2018

Hand Delivery

Phillip Earhart, HSD Examiner
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

RE: Certificate of Need Application, CN1805-021, Mid-TN Imaging, LLC d/b/a Premier Radiology

Establishment of a new Outpatient Diagnostic Center (ODC) and Initiation of MRI and CT Services

Dear Mr. Earhart,

Thank you for your letter of May 30, 2018, confirming receipt of our supplemental response for a Certificate of Need for the establishment of an Outpatient Diagnostic Center, initiation of MRI services, and acquisition of a fixed 1.5T MRI unit in a new building under construction at 3754 Murfreesboro Pike, Antioch (Davidson County), TN.

As requested, additional supplemental responses are provided in triplicate by the 12:00 p.m., May 31, 2018 deadline along with a notarized affidavit.

---

1. **Section B, Need, Project Specific Review Criteria, Item 4 (Non-specialty MRI Units).**

   Replacement page 20 (labeled as 20R) using 2017 utilization data is noted. However, it appears the number of MRI procedures (32,722) for the 12 fixed MRIs in Rutherford County in 2017 is incorrect. Please revise and provide a replacement page 20 (labeled as 20R2).

   Response: Revised page 20R and relabeled as page 20R2 to reflect the correct number of MRI procedures (32,245) for the 12 fixed MRIs in Rutherford County in 2017. See Tab 1-R2.

2. **Section B, Economic Feasibility, Items B (Funding)**

   It is noted interim financing ($44,507.54), Reserve for One Year's Debt Service ($403,157.81), and the CON filing fee ($20,346.04) will be paid through current cash flows of Middle Tennessee Imaging, LLC. However, please revise pages 3 (labeled as 3R) and 37 (labeled as 37-R) Section B to reflect the project will be funded through the combination of current cash flows and a commercial loan.

   Response: Revised pages 3 & 37 to reflect the project will be funded from both current operating cash flows along with a commercial loan from Pinnacle Bank. See Tab 2-R2.

Supplemental #2
May 30, 2018
3:59 pm

Thank you for the opportunity to provide this supplemental information. Should you have questions or require additional information, please do not hesitate to contact me.

A notarized affidavit is provided as Tab 3-R2.

Sincerely,

Mark Gaw
Chief Financial Officer

attachments

Supplemental #2
May 30, 2018
3:59 pm

CN1805-021

Premier Radiology

May 30, 2018

Tab 1-R2

(Revision to page 20R)

Supplemental #2
May 30, 2018
3:59 pm

Area's population. No non-Tennessee counties are included. Please see the text following this section for narrative with calculations and exhibits.

3. **Economic Efficiencies. All applicants for any proposed new MRI Unit should document that alternate shared services and lower cost technology applications have been investigated and found less advantageous in terms of accessibility, availability, continuity, cost, and quality of care.**

   RESPONSE: MTI-Antioch provides lower cost technologies. The proposed MRI (and CT) unit will supplement these other technologies. At a cost of only $475,989, MTI's proposed 1.5T GE MRI unit represents very affordable and high quality technology.

4. **Need Standard for non-Specialty MRI Units.**

   A need likely exists for one additional non-Specialty MRI unit in a Service Area when the combined average utilization of existing MRI service providers is at or above 80% of the total capacity of 3600 procedures, or 2880 procedures, during the most recent twelve month period reflected in the provider medical equipment report maintained by the HSDA. The total capacity per MRI unit is based upon the following formula:

   Stationary MRI Units: 1.20 procedures per hour x twelve hours per day x 5 days per week x 50 weeks per year = 3,600 procedures per year

   Mobile MRI Units: Twelve (12) procedures per day x days per week in operation x 50 weeks per year. For each day of operation per week, the optimal efficiency is 480 procedures per year, or 80 percent of the total capacity of 600 procedures per year.

   RESPONSE: MRI providers in Davidson County exceed this criterion. In 2017 there were 49 fixed MRI's in Davidson County. In 2017 the 48 fixed MRIs in Davidson County provided a total of 144,028 procedures, an average of 3,001 procedures per MRI, representing a 83.3% utilization rate. In 2017 there were 12 fixed MRIs in Rutherford County. The 12 fixed MRIs in Rutherford County provided a total of 32,245 procedures, which is an average of 2,783 procedures per MRI representing a 77.3% utilization rate. One MRI in 2017 did not report data and for that MRI the 2017 data was assumed to be consistent with 2016 data. One MRI was implemented in mid-September 2017 so annualized numbers are used for this MRI.

   Need Standards for Specialty MRI Units.

   RESPONSE: Not applicable. This project does not involve any Specialty MRI Units.

5. **Separate Inventories for Specialty MRI Units and non-Specialty MRI Units. If data availability permits, Breast, Extremity, and Multi-position MRI Units shall not be counted in the inventory of non-Specialty fixed or mobile MRI Units, and an inventory for each category of Specialty MRI Unit shall be counted and maintained separately. None of the Specialty MRI Units may be replaced with non-Specialty MRI fixed or mobile MRI Units and a Certificate of Need granted for any of these Specialty MRI Units shall have included on its face a statement to that effect. A non-Specialty fixed or mobile MRI Unit for which a CON is granted for Specialty MRI Unit purpose use-only shall be counted in the specific Specialty MRI Unit inventory and shall also have stated on the face of its Certificate of Need that it may not be used for non-Specialty MRI purposes.**

   RESPONSE: Historical MRI utilization is provided in the text following this section, with calculations and exhibits.

Supplemental #2
May 30, 2018
3:59 pm

CN1805-021

Premier Radiology

May 30, 2018

Tab 2-R2

(Revision to pages 3 & 37)

4) Existing similar service providers;

RESPONSE: Other than The Pain Management Group, P.C., a physician practice which only services its own patients, there are no MRI units within the three zip code service area.

Likewise, other than The Pain Management Group, P.C., there are no CT units in the three zip code service area.

As documented later in this application, Davidson County and Rutherford County providers of MRI and CT services outside the service area have experienced growth in utilization over the past three reporting years and are operating at high effective capacities. Demand for ODC MRI and CT services is expected to grow as the service area population increases and reimbursement plans continue to shift a greater portion of healthcare costs to the patient. ODCs are not reimbursed at higher hospital outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

Furthermore, both the Saint Thomas Medical Partners - Antioch Care Center and MTI's Antioch imaging site were selected to deliver patient care closer to where patients live in an integrated, full-service setting. Davidson County and Rutherford County are in high growth areas southeast of Nashville. Traffic in and around the service area is a growing concern, causing additional access issues to existing providers.

5) Project cost;

RESPONSE: Project costs include equipment costs of $1,134,589 and leased facility costs of $1,310,476 for 3,078 rentable square feet over the initial 10-year term. Total project costs are $3,558,788.

6) Funding;

RESPONSE: The project will be funded by both a loan from Pinnacle Bank in Nashville and from the ongoing operating cash flows of Middle Tennessee Imaging, LLC.

7) Financial Feasibility including when the proposal will realize a positive financial margin; and

RESPONSE: The project is financially feasible and will realize a positive financial margin in its second year of operation.

8) Staffing.

RESPONSE: Minimal staffing is required for the project – four imaging techs and two support/administrative staff.

B. Identify the funding sources for this project.

Check the applicable item(s) below and briefly summarize how the project will be financed. ***(Documentation for the type of funding MUST be inserted at the end of the application, in the correct alpha/numeric order and identified as Attachment B, Economic Feasibility-2, Tab 17.)***

_X_ 1. Commercial loan – Letter from lending institution or guarantor stating favorable initial contact, proposed loan amount, expected interest rates, anticipated term of the loan, and any restrictions or conditions;

__ 2. Tax-exempt bonds – Copy of preliminary resolution or a letter from the issuing authority stating favorable initial contact and a conditional agreement from an underwriter or investment banker to proceed with the issuance;

__ 3. General obligation bonds – Copy of resolution from issuing authority or minutes from the appropriate meeting;

__ 4. Grants – Notification of intent form for grant application or notice of grant award;

__ 5. Cash Reserves – Appropriate documentation from Chief Financial Officer of the organization providing the funding for the project and audited financial statements of the organization; and/or

_X_ 6. Other – Identify and document funding from all other sources.

C. Complete Historical Data Charts on the following two pages—***Do not modify the Charts provided or submit Chart substitutions!***

Historical Data Chart represents revenue and expense information for the last *three (3)* years for which complete data is available. Provide a Chart for the total facility and Chart just for the services being presented in the proposed project, if applicable. **Only complete one chart if it suffices.**

Note that "Management Fees to Affiliates" should include management fees paid by agreement to the parent company, another subsidiary of the parent company, or a third party with common ownership as the applicant entity. "Management Fees to Non-Affiliates" should include any management fees paid by agreement to third party entities not having common ownership with the applicant.

RESPONSE: Not applicable. MTI-Antioch is a new facility.

Supplemental #2
May 30, 2018
3:59 pm

CN1805-021

Premier Radiology

May 30, 2018

Tab 3-R2

(Affidavit)

Supplemental #2
May 30, 2018
3:59 pm

AFFIDAVIT

STATE OF Tennessee

COUNTY OF Davidson

MARK GAW, being first duly sworn, says that he/she is the applicant named in this application or his/her/its lawful agent, that this project will be completed in accordance with the application, that the applicant has read the directions to this application, the Rules of the Health Services and Development Agency, and T.C.A. §68-11-1601, *et seq.*, and that the responses to this application or any other questions deemed appropriate by the Health Services and Development Agency are true and complete.

CFO
SIGNATURE/TITLE

Sworn to and subscribed before me this 16th day of May (Month), 2018 (Year) a Notary Public in and for the County/State of Robertson/Tennessee.

DANA M. MEADOWS
NOTARY PUBLIC

STATE OF TENNESSEE NOTARY PUBLIC ROBERTSON COUNTY

My commission expires 8-29 (Month/Day), 2021 (Year).