

North Carolina Department of Health and Human Services Division of Health Service Regulation Certificate of Need Section

2704 Mail Service Center • Raleigh, North Carolina 27699-2704 http://www.ncdhbs.gov/dhsr/

Drexdal Pratt, Director

Beverly Eaves Perdue, Governor Albert A. Delia, Acting Secretary Craig R. Smith, Section Chief Phone: (919) 855-3873 Fax: (919) 733-8139

March 23, 2012

Denise M. Gunter Nelson Mullins Riley & Scarborough LLP 380 Knollwood Street Suite 530 Winston-Salem, NC 27103

RE:

Exempt from Review - Replacement Equipment / Triad Imaging LLC / Acquisition of one replacement MRI scanner / Guilford County

FID # 090444

Dear Ms. Gunter:

In response to your letter of March 15, 2012, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the Hitachi Oasis MRI scanner to replace the existing Hitachi Altaire MRI scanner (Serial #L033). This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Section with the serial number of the new equipment to update the inventory. In addition, you should contact the DHSR Construction Section to determine if they have any requirements for development of the proposed project.

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

Sincerely,

Lisa Pittman, Project Analyst

Craig R. Smith, Chief Certificate of Need Section

cc: Construction Section, DHSR



Nelson Mullins

Nelson Mullins Riley & Scarborough LLP

Attorneys and Counselors at Law 380 Knollwood Street / Suite 530 / Winston-Salem, NC 27103 Tel: 336.774.3300 Fax: 336.774.3372

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Denise N Tel/336 Johnson

Denise M. Gunter Tel; 336.774.3322 Eax: 336.774.3372

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March 15, 2012

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

Re: Notice of Replacement Equipment for Health Service Area II, Guilford County/Triad Imaging, LLC, 2705 Henry Street, Greensboro

Dear Craig and Martha:

On behalf of Triad Imaging, LLC (Triad) and in accordance with N.C. Gen. Stat. § 131E-184(a)(7), I am writing to notify the Department of Triad's intention to acquire a replacement MRI scanner. Triad owns a Hitachi Altaire which has been in place at 2705 Henry Street, Greensboro, since February 2002. Triad proposes to replace the Altaire with a Hitachi Oasis. The total capital cost for this proposal, including all construction costs and other items essential to acquiring and making the Oasis operational, is \$1,746,504. This includes a \$50,000 contingency. Triad's ultimate parent entity, Novant Health, Inc., is a tax-exempt organization; therefore, sales tax is not included. An equipment comparison form is attached as Exhibit A. A capital cost sheet is attached as Exhibit B. Quotes for the MRI scanner, contrast injector, architecture and construction costs are attached as Exhibits C-F.

This proposal meets the definition of "replacement equipment" as set forth in N.C. Gen. Stat. § 131E-176(22a) because:

- The cost of the equipment and the cost of all activities essential to acquiring and making operational the replacement equipment are less than \$2 million;
- The existing Altaire is currently in use;
- The existing Altaire will be removed from North Carolina when the Oasis is installed and will not be brought back to North Carolina without CON approval; and
- The sole purpose of this proposal is to replace comparable medical equipment.

Craig R. Smith Martha J. Frisone March 15, 2012 Page 2

Further, this proposal meets the requirements of 10A NCAC 14C .0303(d) because:

- The Oasis has the same technology as the Altaire although it may possess expanded capabilities due to technological improvements;
- The Oasis is functionally similar and is used for the same diagnostic or treatment purposes as the Altaire and is not used to provide a new health service; and
- The acquisition of the Oasis will not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

None of the exclusions in 10A NCAC 14C .0303(e) applies here.

Based on the foregoing, Triad respectfully requests that the CON Section confirm, in writing that the above referenced proposal is exempt from CON review pursuant to N.C. Gen. Stat. § 131E-184(a)(7). Because Triad would like to perform this replacement in the next few weeks, I would appreciate your prompt reply.

Thank you for your time and attention.

With best personal regards.

Sincerely,

Denise M. Gunter

Enclosures

EQUIPMENT COMPARISON -- MR

	EXISTING	REPLACEMENT
	EQUIPMENT	EQUIPMENT
Type of Equipment (List Each Component)	Hitachi Altaire	Hitachi Oasis
Manufacturer of Equipment	Hitachi	Hitachi
Tesla Rating for MRIs	NA	NA
Model Number	Altaire	Oasis
Serial Number	L033	NA
Provider's Method of Identifying Equipment	Serial #	Serial #
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	NA	NA
Mobile Tractor Serial Number/VIN #	NA	NA
Date of Acquisition of Each Component	2/2002	3/2012
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) < Use Attached Form>		\$1,746,504
Total Cost of Equipment	\$1,450,000	\$1,345,000
Fair Market Value of Equipment	\$150,000	\$1,345,000
Net Purchase Price of Equipment	\$1,450,000	\$1,345,000
Locations Where Operated	2705 Henry Street	2705 Henry Street
	Greensboro, NC	Greensboro, NC
Number Days In Use/To Be Used in N.C. Per Year	255	255
Percent of Change in Patient Charges (by Procedure)	NA	NA
Percent of Change in Per Procedure Operating Expenses (by Procedure)	NA	NA
Type of Procedures Currently Performed on Existing Equipment	General Outpatient MR Scans of the	General Outpatient MR Scans of the
	Body/ Extremities	Body/ Extremities
		+ MRA Carotid,
		Renal, Faster
		Acquisition Times

Type of Procedures New Equipment is Capable of Performing	General Outpatient General Outpatient	General Outpatient
	MR Scans of the MR Scans of the	MR Scans of the
	Body/ Extremities	Body/ Extremities
		+ MRA Carotid,
		Renal, Faster
		Acquisition Times

PROPOSED CAPITAL COSTS

Project Name: Triad Imaging MRI Upgrade

Proponent: Triad	Imaging, Ll	.C
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A.	Site Costs	
	(1)	Full purchase price of land
	(2)	Acres Price per Acre \$
	(3)	Closing costs
	(4)	Site Inspection and Survey\$
	(5)	Legal fees and subsoil investigation \$
		Site Preparation Costs
		Soil Borings
		Clearing-Earthwork
		Fine Grade For Slab
		Roads-Paving \$
		Concrete Sidewalks
		Water and Sower
		Footing Excavation
		Footing Backfill
		Termite Treatment
		Sub-Total Site Preparation Costs
	761	Other (Specify)
	(6) (7)	Sub-Total Site Costs
	(8)	Construction Contract
	(9)	Cost of Materials
	(2)	General Requirements
		Concrete/Masonry
		Woods/Doors & Windows/finishes
		Thermal & Moisture Protection
		Equipment/Specialty Items
		Mechanical/Electrical
		Other (Specify)
		Sub-Total Cost of Materials
	(10)	Cost of Labor
	(11)	Other (Specify)
	(12)	Sub-Total Construction Contract (MRI Construction, Shielding, Mechanical, Electrical, Plumbing) \$298,685
В.		ous Project Costs
	(13)	Building Purchase
	(14)	Fixed Equipment Purchase/Lease (MRI, Injector)
		Movable Equipment Purchase/Lease
	(16)	Funiture
	(17)	Landscaping
	(18)	Consultant Fees
•		Architect and Engineering Fees
		Legal Fees
		Sub-Total Consultant Fees (All Inclusive)
	(19)	Pinancing Costs (e.g. Bond, Loan, etc.)
	(20)	Interest During Construction
	(21)	Other (Contingency for Unforeseen Construction/ Shielding/ Professional Fees)
~ /	- (23)	Total Capital Cost of Project (Supp A-C above) \$ 1,746,504
	1 1	Sub-1 of al Miscellancous. Storical Capital Cost of Project (Supp A-C above). S 1.746.504 owledge, the above construction related costs of the proposed project named above are complete and correct.
I certify that, to the b	est biliny bi	owledge, the above construction related easie of the proposed project named above are complete and correct.
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7 11	$V : \mathcal{M}$	
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(Signature of Licohse	d Architect	or Engineer)
1		or Engineer) 7877 wheeling of the above capital Rossis for Hospital and French and Correct and that it is my intent to carry out the proposed The Control of Contro
I assure that, to the be	st of my kn	owledge, the about egon troops for the proposed project are complete and correct and that it is my intent to carry on the proposed
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EXMIDITE

HITACHI MEDICAL SYSTEMS AMERICA, INC.

1959 Summit Commerce Park, Twinsburg, Ohio 44087-2371

Tel: 330.425.1313

Fax: 330.405.8079

Quotation Number:

Revision Number:

Quotation Date:

CRB1255

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02/03/2012



HMSA Quotation for:

Triad Imaging of Greensboro

2705 Henry Street Suite A

Greensboro, NC 27405-3669

This quotation constitutes Hitachi Medical Systems America, Inc.'s offer to sell the products described herein. Purchaser's agreement to be bound by this offer shall be indicating acceptance of the Terms and Conditions of Sale printed on the reverse side of this page.

This agreement shall not bind Hitachi Medical Systems America, Inc. until it has been countersigned by an authorized representative in its corporate offices in Twinsburg, Ohio.

This Quotation is valid:

45 Days

Quote Expires:

03/12/2012

Sales Representative:

Courtney Bowser

Phone:

(330) 425-1313 x2979

Email:

bowserc@hitachimed.com

OASIS HIGH-FIELD BORE-LESS MR



Customer Acceptance

Hitachi Medical Systems America, Inc.

	.)	
By: (signature)		
Name/Title:	Submitted by:	Date:
Date:		
Projected Delivery:	Accepted:	Date:

HMSA is currently scheduling systems for delivery a minimum of 120 days after satisfaction of any contingencies contained in a signed order that has been received and accepted by the President of HMSA.

Report Generated for kubk on 2/9/2012

Confidential

Specification Page 1 of 25

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Triad Imaging of Greensboro

Product	Description
OASIS	OASIS HIGH-FIELD BORE-LESS MR
OAS-INT3	Oasis: High-field Bore-Less MR Imaging
	For You and Hitachi, It's About the Patient. Day in. Day out. High throughput diagnostic performance with uncompromised patient comfort.
	Oasis brings high speed gradients, multi-channel RF technology and unmatched Zenith™ RF Coils to the only truly open architecture high-performance systems ever installed-Hitachi Systems.
	This powerful 1.2T vertical field MRI delivers image quality for today's high-field applications. Combines uncompromised MR imaging with Hitachi's legendary reliability and responsive service. And offers these advancements on the established Hitachi easy-to-learn and use platform.
	Patient comfort. Diagnostic confidence. And investment value. The Oasis ownership opportunity is a powerful way to position your imaging abilities as the best in patient care.
	Unique Oasis features
	-PACT™ - Patient Active Comfort Technology -1.2T Hitachi High Field Bore-Less Superconducting Magnet -HOAST™ - Higher Order Active Shimming Technology -High Output Gradient System -Zenith™ Radiofrequency System and Zenith Coils -Vertex™ Computer System -Origin™ MR Operating System -NeuroSuite -OrthoSuite -BodySuite -BodySuite -VascularSuite

-Hitachi UltraPlus Customer Support

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Triad Imaging of Greensboro

Product	Description			
OASIS	OASIS HIGH-FIEL	.D BORE-LESS MR		

OAS-PAC3

PACT™ - Patient Active Comfort Technology

Like you, the Hitachi focus is on the patient. Our mastery of patient-focused MR imaging is demonstrated in the PACT feature, delivering patient comfort and operator convenience benefits in concert with diagnostic confidence. The Hitachi-exclusive PACT feature set includes:

- -Unobstructed view offered by our truly Open MRI design and 30 degree rotated table magnet alignment - patients will always have a clear lateral view
- -660 lbs. patient weight limit the highest in the industry
- -82cm wide table with 20cm lateral (in bore), 222cm longitudinal and 40cm vertical motor driven movement control (lowers to 51cm for easy wheelchair transfer)
- -Multiple simultaneous coil connections to minimize setup time
- -Patient area lighting to further reduce anxiety
- -SoftSound™ Gradient Technology reduces gradient noise without compromising clinical performance
- -Constant two-way communication system reduces patient anxiety
- -Operator alert (patient initiated) brings attention to the patient even without speaking

The quadrature T/R Body coil provides the transmit capability for the system, as well as offering an alternative receiver coil when surface and volumetric coils cannot be employed.

A full set of custom pads and straps promotes patient comfort and consistent image quality, with a wide range of patients and body habitus'.

The benefits that flow from PACT and the other Oasis patient management features include minimized patient non-compliance, access to MRI for patients who cannot be managed in other scanners, and high patient volumes.

OAS-MAG3

1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST

At 1.2 Tesla, Oasis is the highest field strength, whole body vertical field magnet. And only the proven experience of Hitachi could bring this high-field performance to you. Hitachi expertise in vertical field magnet design and solenoid coil signal detection delivers outstanding image quality-with no compromise on patient

The high uniformity of the magnetic field established during installation is maintained by per patient electronic shimming in two stages. Gradient shimming is applied to reduce linear terms, and in addition to this linear shimming Oasis also includes HOAST™ per patient Higher Order Active Shimming Technology and regional shimming. The two levels of shimming enable exquisite RF fat saturation.

Important Oasis magnet features include:

- -1.2T vertical field strength for high SNR
- -Iron core for high field strength, uniformity and stability
 -Homogeneity: 0.3ppm@35cm DSV(VRMS) for excellent general image quality and RF fat saturation
- -45cm FOV in all axes
- -Shimming features including Computer-modeled passive shims placement and per-patient Higher Order Active Shim Technology
- -Active magnetic shielding to minimize the 5 Gauss footprint
- -Helium only cryogen design (single cryocooler) with refill once every two years with HMSA approved maintenance

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Product	Description
OASIS	OASIS HIGH-FIELD BORE-LESS MR
OAS-HGS3	High Output Gradient System
	Recognizing that a high performance gradient system is key to meeting today's expectations for image quality and resolution, Hitachi equipped Oasis with a powerful gradient system. Capable of strength up to 33 mT/m and slew rate of up to 100 T/m/sec, Oasis' gradient system enables selection of low TR, TE and IET in combination with small FOV, and thin slices. This level of gradient capability also positions Oasis to adapt to changing MR technology and widening applications far into the future. Note that all gradient measurements represented here are single axis (not "effective") and represent x, y and z axis capabilities. Hitachi's SoftSound gradient coil mounting technique reduces acoustic noise without compromising image quality or capability.

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Triad Imaging of Greensboro

Product	Description			
OASIS	OASIS HIGH-FIELD	BORE-LESS MR		

OAS-ZEN3

Zenith™ Radiofrequency System and Zenith Coils

The Hitachi Zenith System is a powerful combination of multi-channel RF technology and Hitachi exclusive Zenith RF coils. Zenith drives excellent image quality, seamless workflow, wide clinical capability and optimized patient comfort. This multi-channel RF system allows simultaneous coil connection for patient comfort and efficiency. And includes RAPID (Hitachi's parallel imaging feature) to reduce scan times and optimize the most comprehensive collection of vertical field RF coils.

Transmit System: An 18kW solid state transmit amplifier ensures sufficient power is available for the broadest range of patient sizes. Oasis' additional power also leaves room for future expansion of MR technology that may require additional RF power. SAR is closely monitored and limited to protect the patient while not needlessly constraining the operator. Oasis' transmit and receiver system is designed for interactive, real-time parameter changes and motion compensation techniques.

Receiver System:

- -8 channel RF receiver system
- -2 coil connection points on the table. Users can plug coils in simultaneously for maximum convenience and patient comfort
- -Automatic coil detection ensures the correct coil is in operation for each step of the examination.

Receiver Coils: Oasis' Zenith receiver coils support RAPID parallel imaging as well as conventional imaging modes for maximum clinical flexibility and image quality. These are all Hitachi designs and include features that drive imaging time and quality benefits not available on other equipment.

The standard Zenith receiver coils include:

- -5 Channel RAPID Head Patient comfort is complemented by an ultra fast, high-resolution Brain imaging capability that drives image quality and workflow benefits.
- -6 Channel RAPID Body The multi-channel design enables applications from dynamic abdominal scans to cardiac imaging with RAPID parallel imaging.
- -8 Channel RAPID Cervical spine Volumetric solenoid coil sensitivity and RAPID parallel imaging provide excellent C-spine imaging capability. Even with kyphotic patients.
- -8 Channel RAPID CTL Optimized to provide the SNR and signal uniformity essential for high quality images of the entire spine. The multi-mode design (C, C-T, T, L) supports RAPID and conventional imaging.
- -6 Channel RAPID Shoulder The inclusion of a through-arm loop with comfort pads delivers an outstanding axillary penetration capability and coil stability.
- -6 Channel RAPID Knee The 6-channel Knee coil supports high-resolution acquisitions and provides excellent patient comfort in a compact design. The coil's volumetric solenoid technology enables exquisite orthopedic anatomic detail.

Additional standard Quadrature, Multiple Array and Solenoid coils include:

- -MA Flexible Body Large The quadrature design of this coil delivers excellent abdomen, torso and spine imaging for larger patients.
- -MA Flexible Body Extra Large The industry's largest body receiver coil at 190cm circumference enables collection of diagnostic images from patients at the extreme of the demographic spectrum.
- -Integrated transmit/receive The transmit coil for the system also provides receive capability delivering good imaging results for patients that cannot be imaged with other Oasis RF coils.
- -General Purpose Solenoid (Halo coil) The Solenoid design of this coil delivers good SNR for large joint imaging. The coil can also be used as a Brain coil.

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Triad Imaging of Greensboro

Product Description
OASIS OASIS HIGH-FIELD BORE-LESS MR

OAS-VTX3 Vertex Computer System and Origin MR Operating Software

From patient registration, through scan planning, scanning, image processing and image management, Oasis' Vertex computer and Origin MR operating Software deliver seamless workflow. The Origin Clinical Study Library, Graphical User Interface (GUI), Intelligent Parameter Guidance and Real-time Image Quality Calculator make scan planning a breeze for even the most complex examinations. Simultaneous scan, reconstruction, and multi-tasked image processing keep patient volume high. With Oasis, your operational efficiency is assured.

Vertex Computer/ Origin MR Operating System Features:

- -Minimal operator interaction fewer mouse clicks
- -Wide 24 inch LCD workspace
- -User customized protocols combining multiple sequences and post processing steps are provided, ensuring efficient, easy completion of the most complex imaging tasks
- -Permanent Hitachi protocol recommendations are provided for reference or everyday use
- -Intelligent Parameter Guidance for quick resolution of parameter selection conflicts
- -Basic and Advanced control modes adapt to user experience
- -Real time Image Quality Calculator shows impact of parameter changes on relative CNR (Contrast to Noise Ratio) and SNR (Signal to Noise Ratio) prior to scanning
- -Real time spatial resolution update shows impact of parameter changes prior to scanning
- -Simultaneous scan and reconstruction for seamless workflow
- -CD burner combines patient images with auto launching viewer for patient and referring physician convenience
- -Patient data security features including audit trail and user authentication

Interoperability features:

DICOM 3.0 compliance is a cornerstone of Oasis' Origin software. Image Storage (SCP/SCU), Query/Retrieve (SCP/SCU), Storage Commitment and Print are all provided. Automatic transfer of image series (transfer on scan or exam completion) is basic to Oasis' Storage feature.

Oasis supports the DICOM Enhanced MR Image Object which provides more standardized information about the images when transferred to compatible receiving nodes like PACS or workstations. For each DICOM receiving node, Oasis can be configured for MR Image Object, or Enhanced MR Image Object. Secondary capture and transfer of color image data is also supported

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Triad Imaging of Greensboro

Product Description	
OASIS OASIS HIGH-FIELD BORE-LESS MR	

OAS-IMG3

Imaging Suites

Imaging Suites

The powerful, cutting edge Oasis imaging architecture delivers its outstanding clinical imaging benefits through the Imaging Suites. The Oasis standard Imaging Suites include a broad range of acquisition sequences, sequence enhancements and post processing tools. Scanning and processing features are available to meet the clinical challenge in Neuro, Orthopedic, Body, Vascular, Breast, Cancer, Cardiac, and Pediatric imaging.

Unique Imaging Suite Features

RAPID and RAPID 3D: Oasis's RAPID Parallel imaging software enables acceleration in slice and/or phase directions, allowing increases in temporal resolution for dynamic imaging, shortened scan times and reduced susceptibility effects for DWI, among many other benefits. The user can employ either a RAPID pre-scan calibrated technique for the fastest possible imaging (typically Brain) or RAPID self calibrating technique that collects calibration data intra-scan for excellent image quality even with physiological motion (typically for abdominal acquisitions). RAPID parallel imaging capable receiver coils are the Oasis standard as well - virtually all of the Oasis coils are designed for use with this cutting edge MR imaging advantage.

RADAR: (RADial Acquisition Regime) is a powerful tool for collecting motion suppressed images without sedation or excessive patient restraint. RADAR relies on a radial k-space filling technique and its 2D and 3D modes, combinability with fat saturation, T2, FLAIR, STIR, SE, or BASG type contrast plus its application to all coils, anatomy and slice planes nets the most broadly applicable radial feature available in MR imaging.

BASG - Balanced SARGE: Hitachi's BASG pulse sequence is available in 2D and 3D modes, and can be combined with RF fat saturation. BASG delivers high signal to noise bright fluid images, and is ideal for high spatial resolution cardiac, body, orthopedic and neuro imaging applications.

WE - Water Excitation: An alternative to CHESS type fat suppression, useful for dynamic studies and cartilage imaging applications in combination with BASG (Balanced SARGE) or RSSG (RF spoiled SARGE).

H-SINC RF fat saturation: Hitachi proprietary RF fat saturation technique. The HOAST feature plus H-SINC Light and Heavy modes ensure users can deliver excellent RF fat suppression uniformity from large to small field of view for a broad range of clinical applications. Heavy mode is designed to address the challenges of Breast and Body applications in particular, while the Light mode is useful in Neuro and orthopedic applications.

TIGRETM Fast T1 weighted 3D Gradient Echo sequence with fat suppression enables the combination of high spatial and high temporal resolution for outstanding dynamic liver and breast imaging.

TIGRE C: TIGRE T1 Fat suppressed volume imaging capability for dynamic imaging can be combined with Fluoro triggering and TPEAKS centric k-space ordering. TIGRE C simplifies arterial phase capture for breath-hold liver imaging, shortens breathhold time as much as 20% and boosts SNR for Body and Breast dynamic imaging applications.

FLUTETM: Fluoro triggered MRA enables easy, consistent capture of the arterial phase. Users monitor the artery of interest for bolus arrival using real time scanning mode, switching instantly to the 3D diagnostic scan upon arrival. FLUTE with TPEAKS k-space ordering ensures minimal venous contamination.

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Triad Imaging of Greensboro

Product	Description
OASIS	OASIS HIGH-FIELD BORE-LESS MR
OAS-IMG3	Imaging Suites
	DEAVE DEAVE TREAVE, Literation to another transfer to ADA

PEAKS, RPEAKS, TPEAKS: Hitachi's centric k-space ordering techniques for MRA ensure easy, consistent capture of the critical arterial phase. Three different implementations provide for maximum clinical flexibility.

TRAQ™: Time resolved MRA (4D imaging) provides insight into the dynamics of blood flow, enabling effortless depiction of arterial and venous phases, without consideration of bolus timing.

Diffusion Imaging: The high slew rate gradient system, SS-EPI (Single Shot Echo Planar Imaging), preprogrammed multiple axes acquisitions, and automatic creation of ADC and isotropic images make the Oasis Diffusion imaging capability powerful and workflow oriented.

HOAST™ (Higher Order Active Shimming Technology): The magnet shim is adjusted on each patient with Oasis to promote excellence in large FOV and off-isocenter RF fat suppression. Body and orthopedic imaging benefit in particular from this important Oasis feature.

VASC™ Non contrast MRA: For cases complicated by renal insufficiency, users can employ Hitachi's VASC pulse sequence, netting excellent renal and peripheral vessel image quality without a bolus.

Driven Equilibrium FSE: Provides a method to shorten TR for 2D/3D fast spin echo sequences while maintaining excellent target contrast. The net result is shorter scan time and better patient compliance. The Driven Equilibrium technique also applies to FIR (Fast Inversion Recovery) imaging sequences and can be combined with the RADAR motion compensating technique.

primeFSE and FIR: Oasis delivers user adjustable bandwidth and direct TE selection for ultimate Fast Spin Echo flexibility. Bandwidth selection enables excellent depiction of anatomy in the presence of prostheses.

NATURAL™: Patient-specific image quality enhancement algorithm for optimal image uniformity.

3D-GEIR: Volume gradient echo sequence, delivers enhanced T1 contrast with high grey-white matter differentiation. Isotropic acquired images can be reconstructed in arbitrary planes with the MPR feature with excellent image quality.

Image Stitching: Contiguous sagittal or coronal images can be joined to provide a seamless extended field of view single image. Stitched images may be exported in a DICOM compliant format.

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Product	Description		
OASIS	OASIS HIGH-FIELD BORE-LESS MR		
OAS-NST2	NeuroSuite Features		
	The vital pulse sequences, acquisition features and post processing tools for high-quality imaging of the brain, head/neck and spinal structures are standard on Oasis. Oasis' powerful gradient system drives short neuro scan times for high throughput.		
	-Preprogrammed and user customized Head and Spine Protocols -5 Channel RAPID Head coil for high SNR and signal uniformity -Multiple coil plug-in feature promotes patient comfort and technologist efficiency -RADAR motion compensated imaging technique (all plane, all coil) for uncooperative or infirm patients -High resolution - 1024 imaging -Large 45cm FOV (all axes) complemented by HOAST features ability to deliver excellent large FOV RF fat suppression -Image Centering - places center of prescribed slab at magnet isocenter automatically for best neuro image quality -Fat Suppression - RF Fat saturation, STIR, Water Excitation -3D BASG (Balanced SARGE) sequences for IAC imaging with bright fluid -High resolution 3D-FSE and Driven Equilibrium 3D FSE for IAC imaging -Volume acquired datasets can be reconstructed in any plane with MPR (Multi-Planar Reconstruction) -FLAIR, Fast FLAIR and RADAR FLAIR for CSF suppression -MR Myelography with 3D-FSE and 3D BASG (with fat suppression) -Multi-slice Fast Spin Echo supports up to 256 echo train -Diffusion Weighted Imaging with fat suppressed single shot and high resolution multi-shot techniques and ADC mapping capabilities -3D-GEIR volume gradient echo sequence, delivers enhanced T1 contrast with high grey-white matter differentiation. Isotropic acquired images can be reconstructed in arbitrary planes with the MPR feature with excellent image qualityImage Stitching: contiguous sagittal or coronal spine images can be joined to provide a seamless extended field of view single images. Stitched images may be exported in a DICOM compliant format.		

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Product	Description			
OASIS	OASIS HIGH-FIELD BORE-LESS MR			
OAS-OST2	OrthoSuite Features			
	Only Oasis delivers the very high field strength and truly open architecture enabling exquisite orthopedic MR imaging. Its inherent high SNR potential promotes high spatial resolution critical for orthopedic imaging, and permitting all anatomy to be imaged at isocenter delivers remarkable RF fat saturation.			
	-Preprogrammed and user customized Upper and Lower Extremity Protocols -2D/3D pulse sequences			
	-RADAR motion compensated imaging technique for uncooperative or infirm patients also minimizes popliteal flow artifacts for knee imaging applications -Excellent off-isocenter Fat Suppression with the HOAST feature's Regional Shimming capability. Patient's enjoy comfortable wrist and shoulder positioning with no compromise on RF fat saturation -6 Channel RAPID Shoulder demonstrates excellent image quality including high SNR labrum depiction with unique "under the arm" loop and RAPID parallel imaging capability -6 Channel RAPID Knee coil supports high-resolution acquisitions providing exceptional orthopedic anatomic detail -Driven Equilibrium FSE enables heavy T2 weighting (increased CNR) with limited scan time -Fast STIR fat suppression -Cartilage imaging excels using Water Excitation and BASG (Balanced SARGE) 3D Gradient Echo sequences -primeFSE's user selectable receiver bandwidth enables exquisite FSE image quality in the presence of prostheses or implants and delivers multi-echo FSE for PD and T2 weighted acquisitions in one sequence -MR arthrograms benefit from excellent RF fat suppression			
	 -Kinematic imaging support for TMJ studies using RAPID Head coil -Isocenter positioning promoted by lateral table movement and the extra wide table ensure excellent shoulder and extremity fat saturation and general image quality. -H-SINC RF fat saturation technique delivers uniform suppression over large to small FOVs 			

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Triad Imaging of Greensboro

Product	Description
OASIS OASIS HIGH-FIELD BORE-LESS MR	
OAS-BST2	BodySuite Features
	The exceptional power of Oasis is demonstrated in this demanding and fastest-growing group of applications. High SNR from the 1.2T magnet and Zenith RF coil technology is complemented by the TIGRE fast, fat suppressed imaging sequence and Hitachi's all coil/all plane motion compensating RADAR technique. 2D

-Preprogrammed and user customized Body Protocols

-2D/3D pulse sequences

-Breathing artifact is suppressed for abdominal imaging using Hitachi's RADAR motion compensated imaging technique

and 3D protocols for abdomen, pelvis, MRCP and dynamic liver imaging techniques are all standard.

-Respiratory triggered techniques benefit from expiratory phase sensing

-Breath hold and free breathing acquisitions supported

-RAPID parallel imaging with 6 Channel Torso/Abdomen coil for fastest scanning while maintaining excellent SNR

-4 total standard Body imaging coils: Large, Extra Large, RAPID and the T/R Body coil deliver high SNR and broadest patient population support available

-In/Out of phase multi-echo Gradient Echo technique

-Abdominal diffusion weighted imaging (DWI)

-T2 Echo Factor Compensation provides very fast high quality ss FSE imaging

-T/R Body Coil Shim Scan provides consistent image quality for abdominal and cardiac regions

-HOAST - Higher Order Active Shimming Technology drives excellent large FOV fat

suppression in all planes.

-TIGRE™ standard fast T1 weighted 3D Gradient Echo sequence with fat suppression enables the combination of high-spatial and high temporal resolution for outstanding dynamic liver and breast imaging.

-TIGRE C: TIGRE T1 Fat suppressed volume imaging capability for dynamic imaging can be combined with Fluoro triggering and TPEAKS centric k-space ordering. TIGRE C simplifies arterial phase capture for

breath-hold liver imaging, shortens breathhold time as much as 20% and boosts SNR for Body and Breast dynamic imaging applications.

-Dynamic Liver studies benefit from Oasis's large FOV, uniform fat suppression from the HOAST higher order active shimming feature, and the highly sensitive 6 Channel Torso/Abdomen coil.

-Volume acquired datasets can be post processed with MPR to yield images from any plane.

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Triad Imaging of Greensboro

Product	Description
OASIS	OASIS HIGH-FIELD BORE-LESS MR
OAS-VST2	VascularSuite Features
	Conventional 2D/3D TOF and advanced acquisition techniques such as Time Resolved MRA (TRAQ™) and 3D vessel post-processing features provide the tools you need in this fast-growing application segment.
	-Preprogrammed and user customized Vascular Protocols -2D/3D inflow and bolus methods
	 -RAPID parallel imaging for fastest scanning while maintaining excellent SNR -Sloped Slab Profile (SSP) and Magnetization Transfer Contrast (MTC) methods for uniform signal intensity and background suppression
	-MRA benefits from 100 T/m/sec slew rate - short TE's are available to minimize intravoxel dephasing
	-ECG gating is standard to maximize image quality -VASC™ Non contrast MRA - Non contrast MRA sequence provides an excellent alternative to bolus MRA for patients with renal insufficiency.
	-TRAQ Time resolved MRA provides insight into the dynamics of blood flow, enabling effortless depiction of arterial and venous phases, useful when flow direction is uncertain
	-FLUTE Fluoro triggering for easy, consistent arterial phase capture -PEAKS, RPEAKS, TPEAKS: Hitachi's centric k-space ordering techniques ensure easy, consistent capture of the critical arterial phase. Three different implementations provide for maximum clinical flexibility

OAS-BAT2 **Bariatric Imaging Features**

Oasis provides unmatched positioning flexibility and accommodation for bariatric patients; delivering the optimal combination of comfort and quality for larger patients.

-MIP (Maximum Intensity Projection) and Volume Rendered MIP for excellent 3D vessel depiction

- -Widest patient table (82cm)
 -Highest patient weight limit (660lbs)
 -Largest Flex Body coil (190cm)
 -Large vertical patient gap
 -Unlimited lateral opening
 -Bariatric scanning protocols optimize image quality

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Product	Description
OASIS	OASIS HIGH-FIELD BORE-LESS MR
OAS-CAR2	Cardiac Imaging Features
	Basic cardiac imaging is supported by standard dark blood and bright blood sequences and the standard, 6-channel Body coil.
	-Preprogrammed and user customized Cardiac Protocols -Cardiac, Peripheral and Respiratory gating system -Interactive Scan Control (I-Scan) enables efficient imaging plane selection and real-time image collection with slice position and scan parameter change and update during MR Fluoro acquisition -Double/Triple IR FSE pulse sequences for black blood morphological imaging2D/3D BASG (Balanced SARGE) bright blood sequences support functional analysis -RADAR motion compensated imaging technique enables artifact suppressed free breathing acquisitions for uncooperative or infirm patients -RAPID parallel imaging with 6 Channel Torso/Abdomen coil for fastest scanning while maintaining excellent SNR -Multiphase bright blood imaging -Real-time cine review

OAS-BRT2

Breast Imaging Features - complemented by the Optional 7 Channel Breast coil

When coupled with the optional Breast coil, Oasis's standard suite of Breast imaging features delivers excellent image quality and broad capability required for this fast growing and differentiating clinical application.

- -Preprogrammed and user customized Breast Protocols
- -RADAR motion compensated imaging technique enables artifact suppressed free breathing
- -RAPID parallel imaging for fastest scanning while maintaining excellent SNR
 -TIGRE fast T1 weighted 3D Gradient Echo sequence with fat suppression enables the combination of high-spatial and high temporal resolution for outstanding dynamic bilateral breast imaging.
- -Dynamic Breast studies benefit from Oasis's large FOV and uniform fat suppression from the HOAST higher order active shimming feature.
- -DICOM exportable time intensity curves for Dynamic studies.

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Product	Description		
OASIS	OASIS HIGH-FIELD BORE-LESS MR		
OAS-PED2	Pediatric Imaging Features		
	Constant patient contact sets Oasis pediatric imaging apart. Parents and technologist can see and communicate with the patient throughout the exam making them more comfortable. Fast scanning and motion reduction acquisitions provide excellent image quality.		
#**	-Preprogrammed and user customized Pediatric Protocols -PACT and the Oasis Open MR geometry provide an ideal pediatric imaging environment, while Oasis' powerful imaging architecture provides high quality and fast scanning -RADAR motion compensated imaging technique enables artifact suppressed free breathing acquisitions for uncooperative or infirm patients -General Purpose Solenoid coil (Halo coil) delivers quality imaging and an all around view -SoftSound™ mechanical gradient noise damping minimizes acoustic noise without constraining acquisition parameters		

-RAPID parallel imaging for fastest scanning while maintaining excellent SNR -Multiple coil plug-in feature promotes patient comfort and technologist efficiency

OAS-MAGS

Magnet Specifications

Hitachi designed and manufactured for high performance and reliability

-Magnet Type: Superconducting Iron Core -Field Strength:

1.2 Tesla -Field Orientation: Vertical

-Shielding: Active self shielding -5G Fringe field from isocenter

-Horizontal: 4.2 m -Vertical: 3.3 m -Gantry Size (L x W x H): 2.7m x 2.5m x 2.1m

-Patient Aperture: 44cm -Gantry Weight: 34,200 lbs

-Static Field Homogeneity: 0.3ppm @ 35cm DSV (VRMS) -Shimming:

-Installation: Computer placed iron shims -Patient: Linear plus Higher Order Active Shim Technology (HOAST)

-Cryogen: Helium only -Refill Frequency: Once every two years with HMSA approved maintenance, without power interruption

OAS-HGSS Gradient Specifications

Hitachi amplifiers and proprietary eddy current compensation technology delivers imaging excellence in general to advanced applications

-Peak Amplitude: 33 mT/m

-Peak Slew Rate: 100 T/m/s -Cooling method: Water -Shielding: Active

-Eddy Current compensation: Computer optimized, with B0 compensation -Gradient noise reduction: SoftSound mechanical gradient noise dampening

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Triad Imaging of Greensboro

Product •ASIS	Description OASIS HIGH-FIELD BORE-LESS MR
OAS-ZENS	Zenith RF System Specifications
	Powerful transmitter and sensitive receiver electronics ensure the high SNR potential of the Oasis magnet is realized in your imaging results
	-Quadrature transmitter -18 kW Peak Envelope Power -Quadrature Radial type Transmit and Receive Coil
	Digital Receiver -Eight Independent Channels Standard -Two table-top connection points enable simultaneous coil connections -Ultra low noise figure (0.5dB) coil mounted preamplifiers -Variable Receive Bandwidth (manual or automatic) -RAPID™ parallel imaging capability
	Custom Coil and Accessories cabinet
	A custom designed cabinet providing organization and in-room storage for all standard and optional coils, as well as other accessories such as table pads, straps and test phantoms.

OAS-PTBL

Patient Table

The Oasis patient table width and capacity helps you efficiently manage the most challenging patients

- -Industry best 660 lbs. weight limit
- -Industry best 82cm wide (moving portion)
- -2 coil plug-in points
- -3 axes motorized movement
- -In-bore lateral movement
- -Lowers to wheelchair height (19")

OAS-VTXS **VERTEX Workstation**

Fast GUI, simultaneous scan and reconstruction drive high workflow efficiency

-Host CPU:

Core2Duo

-RAM:

3 GB

-Operating System:

Windows XP based, mouse driven intuitive GUI

-Ethernet Interface:

10/100/Gigabit Auto-sensing

-High Resolution monitor:

24 inch LCD color monitor

-Operator input:

Mouse and QWERTY keyboard

-Magnetic disk:

3.5 inch 250 GB storage capacity, capable of holding 400,000 images

at 256x256 matrix

-Image storage:

DVD writer for image data storage low cost, reliable DVD-RAM 9.4GB

media stores up to 60,000 256x256 images

-CD writer:

Includes auto-launching image viewer application for patients and

referring physician convenience

-Intercom:

Two way patient - operator

-System controls: -Security Features: Start scan, pause scan, abort scan, emergency stop User Authentication, Automatic Logout and Audit Log

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Product	Description			
OASIS	OASIS HIGH-FIELD BORE-LESS MR			
OAS-PS3	Pulse Sequences			
	General to advanced, the acquisition sequences you need to meet the clinical challenge			
	·			
	-2D/3D TOF -High contrast blood flow visualization			
	-Combine with pre-saturation to image arteries or veins -Single slab or multi-slab (3D)			

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Product	Description
OASIS	OASIS HIGH-FIELD BORE-LESS MR
OAS-ACQ3	Acquisition Features and Protocol Enhancements
	Scan fast and deliver excellent results using these pulse sequence enhancements and features designed to minimize artifacts and increase ease-of use
	-Image Plane Selection -Transverse, Sagittal and Coronal -Single and Double Oblique -Multi-slice, Multi-angle -Radial for simplified MRCP, Knee acquisition planning -Multi-plane for combined Sagittal, Coronal, Axial acquisition (SC, SCA, CA, or SA) -Interactive Scan Control (I-Scan) enables efficient imaging plane selection and real-time image collection with slice position and scan parameter change and update during MR Fluoro acquisition
	-RF power adjustment -Center Frequency -Volume Shim adjust -User Defined Regional Shim -Fat Suppression Techniques -Water Excitation (Binomial technique) -Graphical presentation of fat-water peaks -Graphical prescription of RF fat suppression frequency -RF fat saturation (conventional SINC pulse) -H-SINC RF Fat Saturation (Light mode for lipid only, Heavy for lipid and olefinic suppression) -STIR, Fast STIR (FIR) -In/out of phase GE
	-RADAR Radial Acquisition (FSE, FIR, FLAIR, SE, BASG) -Gradient Rephasing -Presaturation Pulses-up to eight -Walking Presaturation -Cardiac Gating with Arrhythmia Rejection -Peripheral Pulse Gating with Arrhythmia Rejection -Peripheral Pulse Gating with Arrhythmia Rejection -Respiratory Gating -Diaphragm Navigation Echo -Intermittent Presaturation -User defined Variable Bandwidth -Dual Slice Acquisition -Rectangular Field of View -Anti-aliasing -User defined inter-echo spacing -Half Scan and 3/4 scan -Half Echo -Asymmetric Measurement Imaging (AMI) -Real time image quality indicator (relative CNR, SNR) -Real time spatial resolution update shows impact of parameter changes prior to scanning -Silent Mode gradient noise reduction scan mode -Image Centering - places center of prescribed slab at magnet isocenter automatically for optimal image quality -Auto Voice
	-Coil mode search optimizes SNR when multiple coils are used simultaneously -NATURAL™ image quality enhancement algorithm -Dynamic Scan Time Table Window provides graphical review of dynamic scan procedure (steps and timing) for easy and efficient study planning

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Product OASIS	Description OASIS HIGH-FIELD BORE-LESS MR	
OAS-IPT3	Image Processing Tools	
	Maximize image quality and workflow efficiency with these multi-tasked tools and features. Most are combinable with scanning keep interaction requirements to a minimum	
	-Maximum/Minimum/Average Intensity Projection (MIP) -Sliding and expanding MIP capabilities -MRA post processing tool	
	-Freehand, Elliptical, and Rectangular Cropping -Include/Exclude mode	
	-Sliding, Expanding mode -Multiplanar Reconstruction (MPR) -Parallel cut	
	-Parallel slant cut -Radial cut -Curved	
	-Vascular Volume Rendering -Radial, Sliding, and Expanding Projection modes -Opacity setting	
	-Filtering Tools -Adaptive imaging filter	
	-Edge Enhancement -Image Mask	
	-IQ2 k-space signal processing -Image addition and subtraction -Calculated Images (Proton Density, T1 and T2)	
	-Dynamic analysis -Multiple graph modes include: Normalized Signal Intensity time graph, Multiplicative Signal Intensity-time graph, and Signal Intensity	
	change rate-time graph -Multi-slice support -DICOM exportable	
	-Diffusion Analysis -ADC map -Isotropic DWI map	
	-DICOM exportable -Image Review Tools	
	-Unlimited series review -Flexible window layout -Filming Tool with configurable layouts	

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Product	Description			
OASIS	OASIS HIGH-FIELD BORE-LESS MR			
OAS-IPT3	Image Processing Tools			
	-Viewport Tools -Maximize/Resize -WW/WL -Magnify -Rotate/Reverse -Cine Tool -Comment/Annotate -ROI (circular or rectangular) -Measuring functions -Statistics -Overlay -Layout -Protocol/Task management -Windows Explorer style -Protocol editing without loaded study -Categorized Anatomic Protocol Library -System Tools -Job Queue -Stopwatch -Waveform Display -Patient Table settings -System Settings			
OAS-HE3	Echelon/Oasis Heat Exchanger			
	Provides isolation of Oasis and Echelon gradient coil, gradient amplifier and magnet cryocooler cooling loops from the chilled water source for maximum reliability. Monitoring circuits and signals for flow and temperature condition are provided and interfaced with the MR imaging system.			
OPTIONAL ITEMS				
HF.COILCABINE T	HIGH FIELD COIL CABINET			
	Echelon and Oasis include an attactive custom designed cabinet that provides organization and in-room storage for all standard and optional coils, as well as other accessories such as table pads, straps and test phantoms			
HF.CHILLER.PL	HASKRIS CHILLER			

Oasis-Echelon Chiller:

Provides a chilled water source for Oasis and Echelon's in those cases where no chilled water source is available. A compact design and outdoor installation minimizes installation requirements.

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Product	Description	
OASIS	OASIS HIGH-FIELD) BORE-LESS MR
1.2-	WORKELOW PLUS	

WORKFLOW.PL

The Workflow Plus interoperability suite enhances productivity by promoting seamless integration of Oasis with a DICOM compliant HIS/RIS. Workflow Plus gives Oasis IHE Scheduled Workflow/Patient Information Reconciliation profile support, enabling study status flagging to and query of a patient worklist from the HIS/RIS. Data entry errors are thus minimized, promoting operational efficiency.

WORKFLOW PLUS™ adds the following DICOM Service Classes:

-Modality Worklist Management (MWL)

Support of this service class enables the MR system to access scheduled patient information from a DICOM 3.0 compliant hospital or radiology information system, potentially enhancing patient throughput and reducing data entry errors.

-Performed Procedure Step

Works in concert with Modality Worklist Management to update study status from the MR system to the hospital or radiology information system (HIS/RIS).

1.2-

OASIS AUTO TABLE STEP

AUTOSTEP.PL

Enables user program of table increment for multi-stage imaging. Complete spine studies are programmable and can be executed from the operator console.

ADVNEURO.PL

OASIS ADVANCED NEUROSUITE SOFTWARE

Advanced NeuroSuite delivers additional clinical capabilities with ultra fast sequences to probe tissue intensity dynamics. Post processing analysis tools yield mean transit time, relative cerebral blood flow, and relative cerebral blood volume maps.

Pulse Sequences

Multislice 2D Susceptibility Acquisition Multislice 2D SE EPI pulse sequence

Multislice 2D RSSG EPI pulse sequence for FLAIR contrast

Processing

Mean Transit Time (MTT) Map

Relative Cerebral Blood Flow (rCBF) Map Relative Cerebral Blood Volume (rCBV) Maps

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Product	Description
OASIS	OASIS HIGH-FIELD BORE-LESS MR
1.2-PCMRA.PL	OASIS PHASE CONTRAST MRA
	Phase Contrast MRA
	The Phase Contrast acquisition and Analysis tool further expands Oasis's clinical utility. 2D and 3D Phase Contrast acquisitions with a velocity encoding range of 5 cm/s to 400 cm/s are available to meet a wide range of clinical needs.

PULSE SEQUENCES

2D/3D Phase Contrast Velocity Encoding: 5-400 cm/s Cine

IMAGE PROCESSING TASKS

Statistical Analysis
Average flow velocity (cmls)
Mean pixel value
Standard deviation
Area of ROI (mm2)
Number of pixels

Dynamic Analysis Velocity (Absolute)-Delay time graph Acceleration-Delay time graph

1.2-WRIST.PL	OASIS RAPID Multi Array Wrist Coil
	3 Channel RAPID Wrist Large enough to support a broad patient demographic, the wrist coil's solenoid design delivers very high spatial resolution at high SNR. This coil supports RAPID and conventional imaging modes.
1.2-NEURO.PL	OASIS RAPID 8 Channel NeuroVascular Coil
	Provides the flexibility needed to image cranio-cervical anatomy. Multiple coil applications include Head, Cervical, and Head/Neck minimizing patient repositioning. This coil supports RAPID and conventional imaging modes.
SHIP-1.2.PL	SHIPPING AND INSURANCE TO CUSTOMER SITE
	SHIPPING AND INSURANCE TO CUSTOMER SITE
1.2-RIGGING	OASIS RIGGING EXPENSES
	OASIS RIGGING EXPENSES A Rigging Allowance for Reasonable and Customary Rigging Costs (not to exceed the quoted LIST PRICE) is included. Provided no monies are then due and owing to HMSA, upon receipt by HMSA of final system payment, HMSA will promptly pay the Rigging invoice on behalf of the Customer, up to the LIST PRICE quoted herein. (Note: construction and shoring costs associated with providing a clear rigging path are the responsibilty of

the Customer)

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Product	Description			
OASIS	OASIS HIGH-FIELD BO	RE-LESS MR		

MR SALES.TERMS

MR Sales Terms & Conditions

- 1. Acceptance; Modifications.
- 1.1 Definitions of Products. "Products" means those magnetic resonance imaging instruments sold to Purchaser under this Agreement.
- 1.2 Final Acceptance; Entire Agreement. All orders placed pursuant to this Quotation shall be subject to the final acceptance in writing by a duly authorized representative of Hitachi Medical Systems America, Inc. ("HMSA") at its office address as set forth on the first page of this Quotation. The terms and conditions of this Quotation and HMSA's written acceptance thereof (the "Agreement") shall constitute the complete agreement between the parties, reflecting their entire understanding as to matters related hereto and supersedes any prior oral or written statement or agreement. No term or condition of the Purchaser's order which is different from or in addition to the terms and conditions as set forth in the Agreement shall be binding on HMSA unless, and only to the extent, such different or additional term or condition is expressly accepted by HMSA in writing. In the event of any inconsistency between the terms set forth in any of Purchaser's documents and these terms and conditions, the terms and conditions set forth in this Agreement shall control.
- 2. Price; Terms of Payment.
- 2.1 Quotes Prices; Transportation. All quoted prices are F.O.B. Port of Entry stated shipping point, unless otherwise specified, and include domestic packaging and are subject to correction for error. Transportation shall be by means that are commercially reasonable and customary and at the Purchaser's expense.
- 2.2 Taxes. Prices do not include local, state or federal taxes. Consequently, the amount of any sales, use or similar tax applicable to the sale of the Products herein or to the use of such goods by the Purchaser shall be paid by the Purchaser. If HMSA is required to collect or pay any such tax, Purchaser shall reimburse HMSA promptly after demand for such tax payment and for any associated expenses.
- 2.3 Payment. Unless otherwise agreed in writing, Payment is due upon receipt of invoice with no discount allowed for early payment. Invoices shall be issued upon shipment. In the event shipment is delayed beyond the date (if any) stated in the Quotation for any reason not attributable to HMSA's ability to ship the Product, any payment due upon shipment, delivery, or installation shall be made on the originally scheduled shipping date. Past due invoices are subject to a monthly service charge at a rate equal to the lesser of 1-1/2% per month or the maximum rate from time to time permitted by applicable law. Should any terms of payment provide for either full or partial payment upon installation or completion of installation or thereafter, and installation is delayed for any reason for which HMSA is not responsible, the Products shall be deemed installed upon delivery. In no event shall Purchaser be entitled to withhold payment for undelivered accessories or options in an amount which exceeds the lesser of (a) the quoted purchase price for the subject option or accessory and (b) in the event the purchase price for such accessory is not separately quoted, HMSA's published price for such item.
- 3. Credit Terms; Security Interest; Purchaser Default
- 3.1 Credit; Security Interest. To induce HMSA to extend credit to the Purchaser, the Purchaser hereby grants HMSA a purchase money security interest in the Products supplied hereunder, and the Purchaser authorizes HMSA to file a Uniform Commercial Code financing statement with respect to the Products prior to shipment.
- 3.2 Deposits. Any deposit made by the Purchaser with respect to Products is nonrefundable except to the extent HMSA fails to deliver the Products and such failure does not result from a breach of Agreement by the Purchaser or other wrongful act or omission of the Purchaser.
- 3.3 Purchaser Default. If default is made in any of the payments herein, the Purchaser agrees that HMSA may retain all payments which have been made on account of the Total System Price to 30% of the Total System Price, as liquidated damages and HMSA shall be entitled to the immediate possession of the Products and shall be free to enter the premises where the Products may be located and remove same as HMSA's property, without prejudice to its right to recover any further expenses or damages it may suffer by reason of such nonpayment.

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Triad Imaging of Greensboro

Product	scription	2000
OASIS	ASIS HIGH-FIELD BORE-LESS MR	

MR SALES.TERMS

MR Sales Terms & Conditions

4. Warranty

- 4.1 Warranty. Except as hereinafter provided, HMSA warrants all Products and parts supplied by HMSA to be free of defects in design, material and workmanship for a period of 12 months. The warranty period shall begin upon completion of installation or first use, whichever occurs first. If a failure occurs during the warranty period, and there is no evidence of misuse, abuse, neglect or unauthorized alteration or repair as Purchaser's sole and exclusive remedy, HMSA will repair, replace or correct, at its option, the defective item without charge for parts and labor. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HMSA'S WARRANTY DOES NOT APPLY (i) IF PRODUCTS HAVE BEEN SUBJECT TO MISUSE, MISHANDLING, MISAPPLICATION, NEGLECT (INCLUDING, WITHOUT LIMITATION, IMPROPER MAINTENANCE), ACCIDENT OR MODIFICATION NOT EXPRESSLY AUTHORIZED BY HMSA (INCLUDING, WITHOUT LIMITATION, USE OF UNAUTHORIZED PARTS OR ATTACHMENTS) OR IF ANY ADJUSTMENT OR REPAIR HAS BEEN PERFORMED BY ANYONE OTHER THAN HMSA OR AN AUTHORIZED SERVICE REPRESENTATIVE OF HMSA AND (ii) TO PERISHABLE AND OTHER MATERIAL SUBJECT TO CONSUMPTION AND WEAR INCLUDING, WITHOUT LIMITATION, RADIO SENSITIVE FILM AND PAPERS, WHICH ITEMS BEING SUBJECT ONLY TO SUCH WARRANTIES AS MAY BE SPECIFIED IN WRITING BY HMSA AT THE TIME OF DELIVERY TO THE PURCHASER. HMSA makes no warranty with respect to the accessory items set forth as "third party accessory" on the face hereof. The warranty for such items shall be as provided by the manufacturer thereof.
- 4.2 Sole Obligation; Notice. HMSA's sole and exclusive obligation under this warranty is limited to the repair or replacement of defective parts. This warranty is made on condition that prompt notice of any defect is given in writing within the warranty period and that HMSA's inspection does not disclose any invalid claim.
- 4.3 Returned Products. Goods shall not be returned to HMSA without written authorization. All authorized returns must be properly packaged with transportation charges prepaid by the Purchaser.

5. Damages; Limitation of Action

- 5.1 Damages. HMSA's liability arising out of or relating to this agreement shall not exceed the amounts paid by Purchaser to HMSA for the Products. HMSA shall not be liable for special, incidental or consequential damages. Consequential damages shall include, without limitation, loss of use, income or profit or loss of or damage to persons or property.
- 5.2 Limitation of Action. No suit or other proceeding may be brought on an alleged breach of warranty of HMSA set forth in this Agreement more that twelve (12) months after termination of such warranty.

6. Shipment and Risk of Loss

Unless otherwise specified in writing by a duly authorized representative of HMSA, delivery shall be made F.O.B. Port of entry shipping point, and any reference in these terms and conditions to "deliver" shall refer to such delivery. Except for obligations stated under 4.2, HMSA's responsibility ceases upon delivery to the carrier at the stated shipping point, and risk of loss, damage, injury or destruction to any of the goods shall pass to the Purchaser upon such delivery to the carrier. In no event shall any loss, damage, injury or destruction operate in any manner to release the Purchaser from the obligation to make payments required herein. Unless otherwise agreed in writing, HMSA reserves the right to make partial shipments and to submit invoices for partial shipments.

7. Changes and Cancellations

Orders accepted by HMSA are not subject to changes or cancellation by the Purchaser except with HMSA's written consent. If Purchaser cancels this Agreement within ninety (90) days prior to delivery of the Products, Purchaser shall pay HMSA a cancellation charge of fifteen percent (15%) of the Total System Price. HMSA shall retain as credit all progress payments made to that point towards this cancellation charge. If Purchaser cancels this Agreement prior to this ninety (90) day period described above, all progress payments which have been made to that date, but not to exceed fifteen percent (15%) of the Total System Price, will be held as cancellation charge.

1959 Summit Commerce Park, Twinsburg, Ohio 44087-2371

Tel: 330,425,1313

Fax: 330,405,8079

Quotation Number:

CRB1255

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Revision Number: Quotation Date:

02/03/2012



Triad Imaging of Greensboro

Product	Description			
OASIS	OASIS HIGH-FIELD B	ORE-LESS MR		

MR SALES.TERMS

MR Sales Terms & Conditions

8. Delivery and/or Installation Dates

Delivery and/or installation schedules are approximate and are based on conditions at the time of acceptance. HMSA will make every reasonable effort to complete shipment and/or installation as indicated but assumes no liability of any kind by reason of delay or inability to ship or install were such is caused by acts of God, fires, floods, war, embargoes, labor disputes, strikes, acts of sabotage, riots, with facilities, or any accidents, delays of carrier, subcontractors, suppliers, voluntary or mandatory compliance any other cause or causes beyond HMSA's reasonable control. In such event, HMSA may extend delivery and/or installation schedules or may, at its option, cancel the order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation.

9. Installation; Additional Charges

- 9.1 Installation by HMSA. Unless otherwise expressly stipulated, the Products shall be installed at the expense of HMSA. HMSA shall cause the products to be installed and connect same to the requisite safety switches and power lines to be installed by the Purchaser. Prices shown include the cost of installation and connection, provided that the installation and connection can be performed during normal business hours as HMSA, in its sole discretion, shall determine. Any overtime charges or other special expenses as required by the Purchaser will be subject to additional charges. The Purchaser shall be responsible for all necessary arrangements with the trade union, or unions, involved to permit HMSA to install the Products. If for any reason, assembly or installation must be performed by other than HMSA service personnel or agents, additional charges will be made for the cost of such outside labor. The cost of rigging and any cranes necessary to move or install the Products and the cost of disposal of all packing materials associated with the Products shall be borne by the Purchaser.
- 9.2 Materials; Labor; Access to Premises. Purchaser shall, at its own expense, provide all site preparation, including without limitation, necessary labor and materials, plumbing service, carpentry work, conduit wiring and other electrical service required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by HMSA. Additionally, the Purchaser shall provide unrestricted access to the Purchaser's premises for installation, and, if necessary, safe space thereon for storage of the Products prior to installation by HMSA. If special work of any type must be performed in order to comply with requirements of any governmental authority, including procurement of special certificates, the same shall be performed and/or procured by the Purchaser at the Purchaser's expense.
- 10. Title. Except as otherwise agreed in writing, title to the Products or any part thereof shall pass from HMSA when all payments due herein have been fully made. The Products shall be and remain personal or moveable property, notwithstanding their mode of attachment to realty or property.

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Triad Imaging of Greensboro

Product	Description	
OASIS	OASIS HIGH-FIELD	DIBORE-LESS MR

MR SALES.TERMS

MR Sales Terms & Conditions

- 11 Indemnification. Purchaser agrees to indemnify, defend and hold harmless HMSA from and against any and all claims for relief, rights or causes of action whatsoever arising from or relating to damages or personal injuries to an employee where such damages or personal injuries arise from or relate in any way to the use by the employee of any Products being purchased pursuant hereto, including, without limitation, any Software, together with all manuals, drawings, and technical information which describes such Software or demonstrates how to use or modify such Software to operate the Products. To the extent necessary to give full and complete effect to this agreement to indemnify, Purchaser for itself and for its agents, successors and assigns, specifically and expressly waives whatever immunity from liability it might be afforded under Section 35, Article II of the Ohio Constitution, Ohio Revised Code Section 4123.74 and any and all other immunities afforded by constitutional provisions, statutes, and common law principles currently recognized or that may from time to time be recognized in Ohio and all other states throughout the United States.
- 12. Notice. Any notice required or permitted to be given under this Agreement shall be considered sufficient if delivered personally or mailed via certified mail. Such notices directed to HMSA shall be delivered or sent to its office address set forth on page one of this Agreement to the attention of the President. Notices to the Purchaser shall be sent to the address shown on the first page of the Quotation. Notices to either HMSA or the Purchaser may be sent to such other address as either party may give to the other from time to time pursuant to this provision.
- 13. Severability. If any provision in the agreement shall be found to be void or unenforceable, that provision only shall be deemed stricken to the extent of its invalidity or unenforceability, and all other terms and conditions shall remain in full force and effect.
- 14. Assignment. This Agreement shall be binding upon HMSA and the Purchaser and shall inure to their benefit and to their successors and permitted assigns. This Agreement may not be assigned by Purchaser in whole, or in part, to any third party without the express written consent of HMSA which will not be unreasonably withheld. HMSA may, however, require any proposed assignee to reimburse it for any of its reasonable costs associated with such assignment, and to supply it with such information and to make such representations as HMSA deems appropriate for its protection.
- 15. Construction; Jurisdiction. Any suit directly or indirectly involving this Agreement, including but not limited to the actions of HMSA's employees, representatives or agents, whether arising before, during or after the term of this Agreement, must be filed solely in a federal or state court located in Ohio. This is a mandatory forum selection clause. Jurisdiction over claims arising, directly or indirectly, from the matters covered by this Agreement is proper exclusively in Ohio courts. Venue is proper only in courts located in Cleveland, Ohio. The parties to this Agreement consent to Ohio courts exercising: (a) personal jurisdiction over the parties; and (b) subject matter jurisdiction over any dispute arising from this Agreement. All parties further consent to venue exclusively in Cleveland, Ohio, even if one or more parties to the Agreement have no contact with the selected forum in Cleveland, Ohio. Consent to Ohio courts having sole jurisdiction and venue over disputes involving HMSA is a material inducement for HMSA to enter into this Agreement and, without this consent HMSA would not enter into this Agreement because HMSA's contact with forums outside Ohio is more limited and less convenient than HMSA's contact with Ohio. By entering into this Agreement, the parties acknowledge that they are conducting business in the State of Ohio. Ohio law shall control, govern, and apply in all disputes arising from this Agreement, which shall be construed in accordance with the laws of the State of Ohio. Headings used throughout this Agreement are used for the convenient reference of the parties and are not intended to limit or modify the express terms of the Agreement. Each party hereby appoints each officer of HMSA as its agent for accepting any process in Ohio.
- 16. Export Restrictions. This sale concerns products and/or technical data that may be controlled under U.S. Export Administration Regulations and may be subject to the approval of the U.S. department of Commerce prior to export. Any export or re-export by the purchaser directly or indirectly in contravention of the U.S. Export Administration Regulations is prohibited.

REV. 6/27/07

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Triad Imaging of Greensboro

STANDARD QUOTATION TERMS AND CONDITIONS

- 1. Refer to Sales Terms and Conditions section in the Specifications portion of the quotation for complete terms and conditions.
- 2. Quotation is valid for 45 days from the date of issue.
- 3. Customer is responsible for providing all site preparation (i.e., RF shielding, electrical power, support structure, etc.) necessary for installation of the equipment.
- 4. Oasis system includes monitoring electronics and heat exchanger for system cooling. An optional chiller is available based on specific site needs.
- 5. While HMSA will use its best effort to deliver all purchased options with the system, Purchaser agrees that availability, or lack thereof, of a specific option will not hold up acceptance or any progress payments on the remainder of the system.
- 6. The customer is responsible for its compliance with any applicable local or state laws and regulations that may be applicable to the purchase and/or installation of the equipment quoted herein.

MODIFICATIONS/ADDITIONS TO STANDARD TERMS AND CONDITIONS:

- 7. Prices are F.O.B. Destination. Freight and Insurance charges are Included.
- 8. Payment Terms:
 - A) Balance equaling a total of 80% is due upon delivery
 - B) 20% is due 30 days after clinical acceptance
- 9. This quotation prepared in reference to Novation contract number XR0023.
- 10. Any discrepancies between this quotation and the Novation contract, the Novation contract will supercede the quotation.
- 11. Pricing is valid only if purchaser is a registered Novation alliance member at time of quotation acceptance.
- 12. This order is contingent on the following:
 - MedQuest/Novant Board Approval
 - State CON Approval
 - Landlord Approval

VALUE ADDING SUPPORT BENEFITS

Echelon and Oasis customers covered by an Ultra Plus Customer Support or warranty agreement enjoy exclusive benefits from a range of value adding support features. From maximizing equipment uptime, through maintaining optimal image quality from patient to patient, to helping you market your MR imaging service, you'll find Hitachi delivers benefits not found anywhere

CLINICAL SUPPORT

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Triad Imaging of Greensboro

On-site Applications Training

Echelon and Oasis customers will receive two weeks of initial training (Monday through Friday, including travel time). Hitachi applications personnel will be present on Monday of the first week with your local Customer Service representative to confirm the performance of your system prior to starting applications training. Formal training of your technologists will begin on Tuesday morning.

Training topics include:

- MR magnet safety
- -Hitachi MR System operation
- -Patient positioning
- -RF coils

ASRT Continuing education credits (CEUs) will be awarded to all technologists that are involved in at least 24 hours of scanning procedures during applications training.

Follow-up Applications Training

Follow-up applications training visits will be provided during the warranty period at no additional charge. The first follow-up applications visit is usually scheduled to occur within 8-12 weeks after initial training. The follow-up applications training visit will provide additional system training along with advanced applications such as MRA refinements, cardiac imaging and site specific special applications. Additional no-charge visits throughout the warranty period will be scheduled at the customer's request.

Applications Helpline

Hitachi provides an MRI applications helpline service for warranty and Ultra Plus Customer Support customers. This U.S. based dedicated line for applications assistance is available from 8:00 a.m. to 9:00 p.m. EST, Monday through Friday, and is staffed by Hitachi-experienced MRI technologists, ready to help you with your clinical challenge. The Hitachi Applications team can further assist you by taking advantage of the Sentinel remote support feature to review images in real time -with you. Our experts can see what you are seeing - expediting resolution of clinical challenges.

HITS (Hitachi Institute for MR Technologists)

This program is designed to prepare technologists for initial on-site training, educate new users to MRI principles or to assist experienced personnel with Hitachi MR System's capabilities. Hitachi offers this educational program at scheduled intervals at our headquarters throughout the year to warranty and Ultra Plus Customer Support customers, at no additional charge. Customers are only responsible for T&L expenses.

Detailed information can be found on our website: www.hitachimed.com/OurServiceProgram/HitachiInstituteforTechnologists/index.html

MRI Accreditation Support

While we cannot guarantee success with ACR or ICAMRL (American College of Radiology or Intersocietal Commission for the Accreditation of Magnetic Resonance Laboratories) accreditation, Hitachi provides accreditation support benefits at no additional charge to warranty and UltraPlus Customer Support agreement customers. These key benefits ensure the best possible performance of Hitachi MRI equipment, and help you put together the best possible submission. We provide a highly informative Hitachi specific Accreditation Guidebook, we will assist you in phantom data collection, and we are available to advise you on all aspects of the accreditation programs via the Applications Helpline.

MARKETING SUPPORT

1959 Summit Commerce Park, Twinsburg, Ohio 44087-2371

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Triad Imaging of Greensboro

Customer Marketing

Hitachi knows to have a commercially successful MR business, you have to do much more than simply open your doors. That's why we provide an array of marketing tools to promote your facility to both referring physicians and patients alike. This marketing program has been highly effective for Hitachi customers nationwide.

Some of the materials and tools we provide at no charge:

- -Marketing Guide with explanatory materials to further your understanding of marketing plans, medical imaging marketing, physician relationship building, and MRI.
- -Sample Copy for Press releases, Physician letters, Fact Sheets that speak to features of the Hitachi products to help you promote your Hitachi equipped service
 - -Advertising templates
 - -Sample customizable printed brochures for patients and referring physicians ready for your facility information
 - -Digital MR images, PowerPoint presentation, Equipment photography, Patlent information video, web banner samples

You will also have access to our web portal site for marketing support at www.hitachimed.com.

Hitachi will also provide marketing consultation or training on request, delivered by our staff of imaging experts.

Echelon and Oasis Advanced Marketing Program (AMP)

In addition to basic marketing support, Hitachi also offers the Advanced Marketing Program (AMP) to Echelon and Oasis customers covered by warranty or Ultra Plus agreements at no additional charge. Some of the Hitachi AMP benefits are:

- -Print Ad Creation
- -Billboard Design
- -Mailer Design
- -Product Introduction Materials
- -Open House Materials
- -Copy writing assistance
- -Referring Physician Sheets
- -Product Banners for Web site
- -Flash Ads
- -Poster Design
- -Patient Downloads for Web site

EQUIPMENT SUPPORT

Sentinel Remote Customer Support

Sentinel enhances both clinical and equipment support for the Oasis or Echelon. Sentinel continuously monitors key systems and maintains a secure, high speed link to Hitachi providing for:

- -Automatic detection of operational problems
- -Automatic notification of Hitachi Service Dept.
- -Remote diagnostics run from Hitachi's National Technical Support Center
- -Help with challenging clinical cases from Hitachi's National Customer Support Center

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NON-DISCLOSURE STATEMENT

THE CONTENTS OF THIS QUOTATION SHALL NOT BE DISCLOSED TO ANYONE EXCEPT TO EMPLOYEES OF CUSTOMER WITH A LEGITIMATE NEED TO KNOW SUCH INFORMATION WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF HMSA.

Service and Warranty

- 1. Prices include installation and 12 month warranty including Preventative Maintenance and all parts and labor.
- 2. The HMSA warranty will begin upon the completion of installation.
- 3. During the warranty period, HMSA service coverage hours will be 8:00 a.m. to 9:00 p.m., Monday through Friday. Preventative Maintenance can be scheduled during these hours allowing completion by 9:00 p.m.
- 4. Should equipment not provide 99% uptime during the warranty period coverage hours as defined above over a three (3) month period, then HMSA will extend the term warranty period by one (1) month for each quarter below the 99% guarantee level.



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Quotation

Quote No: 20137584

Page: 1 of 5 Date: 02/06/2012

Customer No: 1300516

Quote To:TRIAD IMAGING
2705 HENRY STREET
GREENSBORO NC 27405-3669

Validity Period: 02/06/2012 until 04/06/2012

We deliver according to the following terms and conditions:

Terms of payment: Net 30 from date of invoice Terms of delivery: Prepaid FOB DESTINATION

Currency: USD

Greg Guarino
Corporate Accounts Manager, Eastern Region
Radiology and Interventional
gregory.guarino@bayer.com

Item	Description	Qty	Extended Price
1	3012011	SPECTRIS SOLARIS EP MR INJECTOR 1 EA	
	**IDN\GPO DI ** SPECIAL D	. — .	
2	SSI 300	INSTALLATION, SPECTRIS SOLARIS MR INJECT 1 EA	



One Medrad Drive Indianola, PA 15051-0780 Phone: (412) 767-2400 Fax: (412) 767-4120 www.medrad.com

www.medrad.com
Quote To:
TRIAD IMAGING
2705 HENRY STREET
GREENSBORO NC 27405-3669

Page: 2 of 5 **Quote No:** 20137584 **Date:** 02/06/2012



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Quote No: 20137584

Page: 3 of 5 Date: 02/06/2012

MEDRAD PRODUCT TERMS AND CONDITIONS

If Customer is a member of a group purchasing organization ("GPO") who has a contract with MEDRAD, the terms of that GPO Agreement will supercede the terms herein.

- 1. Modifications. The prices and terms on this Quote are not subject to verbal changes or other agreements unless approved in writing by MEDRAD's Home Office.
- 2. Acceptance. MEDRAD's products and services are sold only under the terms and conditions stated on this quotation. Acceptance of any Purchase Order is expressly and exclusively made conditional on your assent to these terms and conditions. Any different or additional terms and conditions that may appear in your Purchase Order or any other document sent by you, shall have no effect. MEDRAD expressly objects to and rejects all inconsistent or additional terms, conditions and limitations contained on any of your forms or other writings. If you do not communicate your objection to these terms and conditions in writing and within a reasonable time, or if you accept the goods covered by this Quote, you will be deemed to have accepted these terms and conditions and they will control in all instances. If the Products include embedded software or if you are purchasing software, BY HAVING THE SOFTWARE INSTALLED AND USING THE SOFTWARE PURCHASED HEREUNDER, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS QUOTE, DO NOT INSTALL OR USE THE SOFTWARE AND NOTIFY MEDRAD IMMEDIATELY.
- 3. Pricing. Prices are based on costs and conditions existing on the date of this Quote and may be changed by MEDRAD before final acceptance. The pricing for products provided pursuant to this Quote may reflect or be subject to discounts, rebates, or other price reduction programs. Please be advised that you are obligated to: a) fully and accurately disclose the amount of any such discounts, rebates, or other price reductions in your cost reports or claims for reimbursement to Medicare, Medicaid, or health care programs requiring such disclosure and b) provide such documentation to representatives of the Secretary of the Department of Health and Human Services and state agencies upon request. Unless noted otherwise, the value of any product listed as \$0.00 on this Quote may constitute a discount that you should evaluate when filing such reports. You may request additional information from MEDRAD in order to meet your reporting or disclosure obligations, by writing to the address set forth in this Quote. All payments are due net thirty (30) days on the total invoiced amount. For all new customers MEDRAD requires a thirty percent (30%)_pre-payment for all capital equipment orders, unless otherwise agreed to by MEDRAD's Home Office must approve any payment terms other than net thirty (30) days.
- 4. Shipping. All shipping dates are tentative. MEDRAD will make every reasonable effort to meet shipping dates referenced in this Quote. However, MEDRAD will not be liable for its failure to meet any such date.
- 5. Installation. The cost of installation is not included in the product price and is your responsibility unless otherwise stated. For details on equipment installation, you should consult with your MEDRAD Sales Representative or refer to your Products Manual, which is included with your equipment.

If this Quote includes installation of an overhead counterpoise system (OCS) it is your responsibility to ensure a suitable mounting location for the system. The counterpoise ceiling plate is required to be installed prior to MEDRAD installation of the counterpoise system and installed in accordance with the specifications listed in the installation manual. The OCS ceiling plate should always be installed by a qualified Structural Engineer and/or Architect. In addition, if applicable building codes require the use of a conduit, you are responsible for ensuring that a conduit is available prior to MEDRAD's installation.

If this Quote includes a Certo wireless network it is your responsibility to ensure the approval of the Information Technology Department to allow the operation of the wireless network at your site.

If this Quote includes a Solaris with an Integrated Continuous Battery Charging System (iCBC), installation will require a standard power outlet in the scan room, or authorization to install a filter through the penetration panel.

6. License. If the Products include embedded software, or if you are purchasing software, MEDRAD grants to you a non-exclusive license to use such software provided by MEDRAD, solely in connection with, or to operate, the Products. Use of the software for any other purpose is strictly prohibited.



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This license is effective on the date you begin using the Products and software and will continue in effect unless you return the Products or software or if the license is terminated because you breach any provision of these Terms. Upon termination you shall immediately cease use of all software and shall return the Products and software to MEDRAD. The software copyright is owned by MEDRAD and is protected by United States copyright laws and international treaty provisions. MEDRAD does not transfer title to the software to you, but retains the rights to make and license the use of all copies. You shall not copy, translate, disassemble, or decompile nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the software. You are not permitted to modify or make derivative works of the software and ownership of any unauthorized modification or derivative work shall vest in MEDRAD.

7. Warranty. MEDRAD warrants that all new MEDRAD products are free from defects in workmanship or material under proper, normal use and service for a period of one year (12 months) from shipment, unless a longer period is provided on the warranty with the products, or as otherwise provided herein.

MEDRAD warrants that all refurbished MEDRAD products shall perform in accordance with the documentation provided, under proper, normal use and service for a period of the shorter of a) 90 days from installation or b) six months from shipment, unless a longer period is provided on the warranty with the products, or as otherwise provided herein.

If this Quote includes an XDS unit which is sold as an upgrade to your existing Stellant unit, the warranty on the XDS will extend for the longer of: a) the warranty (including any extended warranty) on your existing Stellant unit or b) ninety (90) days from the date of installation, but not to exceed six months from the date of shipment.

If this Quote includes a Monitor, peripheral accessories on the Monitor such as pulse oximeter sensors, extension cables, power cables, fiber optic cables, ECG leads, capnography accessories (excluding patient connections), blood pressure cuffs, batteries, and extension tubing are warranted for a period of 90 days from the date of installation, but not to exceed six months from the date of shipment.

If this Quote includes disposable products or angiographic catheters, MEDRAD's warranty shall be limited to repair or replacement of any defective disposable product or angiographic catheter upon receipt of the defective product and a MEDRAD Return Goods Authorization. You acknowledge that the disposables and the equipment are a system and your actions regarding your equipment may invalidate your warranty on the disposables.

During the warranty period, there shall be no charge for any action deemed necessary by MEDRAD, including parts, travel, or labor to fulfill the terms of the warranty, during local business hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, except holidays.

Your actions may invalidate this warranty. If MEDRAD determines that an equipment or disposable problem is due to any of the following, you agree to pay MEDRAD for all labor, travel, material handling and shipping at MEDRAD's, or MEDRAD's agents, standard rates:

- a) Malfunction or damage due to spillage of any type of fluid in or on the unit.
- b) Malfunction due to operator error, including failing to follow specified provisions of the Operations Manual.
- c) Malfunction or damage due to unauthorized modification or repair. Unauthorized actions may jeopardize functionality, reliability, or operator and patient safety. Therefore any unauthorized modification or repair shall render this warranty void and relieve MEDRAD from any further obligation. MEDRAD must review and authorize all modifications and repairs. This service may be obtained by contacting the MEDRAD Service Department.
- d) Malfunction or damage due to the use of non-MEDRAD or non-approved accessories. The use of accessories in connection with the equipment may jeopardize functionality, reliability or operator and patient safety. Therefore any use of non-MEDRAD or non-approved accessories (such as non-MEDRAD disposables or in the case of any PET/CT product, the use of vials or vial shields that are not approved by MEDRAD) shall render this warranty void and relieve MEDRAD from any futher obligation.
- e) Damage by fire, floods, or other disaster commonly known as "Acts of God".



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- f) If the Products include any Counterpoise system, any system malfunction, damage or failures due to improper installation or not meeting MEDRAD's specific requirements for level and plumb and/or loading as specified in the MEDRAD manuals.
- g) If the Products include any Counterpoise system, any ceiling or wall support structure used to mount or support an Injector Head Counterpoise System is excluded from MEDRAD's warranty. MEDRAD does not in any way warrant such structure.
- 8. Warranty Exclusions. EXCEPT AS PROVIDED IN THE ABOVE WARRANTY SECTION, MEDRAD EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT MEDRAD IS AWARE OF YOUR INTENDED USE OF THE PRODUCT), AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL MEDRAD BE LIABLE FOR ANY LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR OPERATION OF MEDRAD'S PRODUCT OR SERVICE. Some states do not allow the exclusions on limitation of incidental or consequential damages, so the above limitations may not apply. This Limited Warranty gives you specific legal rights and you may also have other rights.
- 9. Software Warranty. If the Products include embedded software or if you are purchasing software, MEDRAD warrants that the software will substantially conform to the functional specifications contained in the Operations Manual for one year following delivery. This warranty shall not apply if you use the software in a manner that is not authorized or not in accordance with the user instructions or if you modify the Products or the software or if a party other than MEDRAD provides service to the Products or software. MEDRAD does not warrant that the software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect its performance. Your sole and exclusive remedy for any damages or loss in any way connected with the software whether due to MEDRAD's negligence or breach of any other duty shall be, at MEDRAD's option: i) to bring the performance of the software into substantial compliance with the functional specifications or ii) return of an appropriate portion of any payment by you with respect to the portion of the software that is not functioning.
- 10. Indemnification. MEDRAD agrees to indemnify, defend and hold you harmless from any liability, loss, expense, cost, claim or judgment (including attorneys fees), arising out of any claim for property damage, or personal injury or death where the product is alleged to have caused or contributed to the damage, injury or death, provided that this indemnification does not extend to injuries, damages or death to the extent caused by the negligence, reckless disregard or intentional acts of you or any third party.
- 11. Force Majeure. MEDRAD will not be responsible for delays or non-performance directly or indirectly caused by any acts of God, fire, explosion, flood, war, accident, action by governmental authority, inability to procure supplies and raw materials, delays in transportation, work stoppage, court order, and other causes beyond MEDRAD's reasonable control.
- 12. Compliance With Laws/Export. In addition to any rights and remedies specifically identified here in this Quote, MEDRAD shall have all rights and remedies conferred by law. MEDRAD shall not be required to perform its obligations under this Quote if you have defaulted (e.g. failed to pay) under this Quote or any other contract involving MEDRAD. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America. You warrant that you are and will remain in compliance with all export and reexport requirements, laws and regulations of the United States of America and any other applicable export and reexport laws and regulations.
- 13. HIPAA. MEDRAD represents that it is not a Business Associate as defined in the Health Insurance Portability and Accountability Act ("HIPAA"). The functions MEDRAD is required to perform hereunder do not require the use or disclosure of Protected Health Information ("PHI"). To the extent any disclosure of PHI does occur, it is incidental and covered under the incidental disclosure rule found in 45 CFR 164.502(a)(1). In addition, to the extent any such incidental disclosure does occur, MEDRAD agrees to keep all such information confidential.

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02/03/2012



Triad Imaging of Greensboro

System:

Qty	Description	Unit Price	Customer Price
1	OASIS HIGH-FIELD BORE-LESS MR		1,345,000

Included:

Qty	Description	Unit Price	Customer Price
1	HASKRIS CHILLER		INCLUDED
1	WORKFLOW PLUS		INCLUDED
1	OASIS AUTO TABLE STEP		INCLUDED
- 1	OASIS ADVANCED NEUROSUITE SOFTWARE		INCLUDED
1	OASIS PHASE CONTRAST MRA		INCLUDED
1	OASIS RAPID Multi Array Wrist Coil		INCLUDED
1	OASIS RAPID 8 Channel NeuroVascular Coil		INCLUDED
1	SHIPPING AND INSURANCE TO CUSTOMER SITE		INCLUDED
1	OASIS RIGGING EXPENSES		INCLUDED
***************************************		System Package:	\$1,345,000
		Invoice Total:	\$1,345,000

Report Generated for kubk on 2/9/2012

Confidential

Quotation Page 5 of 5

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EXHINTE



January 13, 2012

MedQuest Associates, Inc. 3480 Preston Ridge Road, Suite 600 Alpharetta, GA 30022 Mr. Chris Murphy Project Coordinator

Re:

Architectural and Engineering Fees for Construction Documents MedQuest Outpatient Facility – Triad Imaging, Greensboro, NC Ec,a Architect's Project Number 10412

Dear Mr. Murphy:

Thank you for the opportunity to provide this proposal for architectural & engineering services for the Triad Imaging, Greensboro, NC. The location of the spaces and the scope of the work have been determined and are ready to proceed into final documents. The scope of work includes design drawings, discussions and scope of work as outlined below. The architect and engineer will field survey the 2400 sf of building prior to drawing. The architect and an engineer will assist the contractor over the phone and make one site visit during construction. We will provide signed and sealed plans for permit and respond to reviewer comments from the Building Department and other Regulatory Review Agencies. These services do not include bidding of the project to various contractors. The drawings will include the following:

- Architectural Drawings cover sheet w/ Appendix B, overall shield floor plan, floor plans, finish schedules and details, rated/ shielded partition details and outline specifications on the drawings.
- Structural Review We will review the drawings of the slab/structure and overhead structure to evaluate the adequacy of the existing structure for installation / support of medical equipment. No Structural drawings included.
- Engineering The engineering will include Electrical, Mechanical and Plumbing plans, schedules, details and related notes and outline specifications on the drawings.
- Civil Engineering not included
- Interior Design not included

The Architectural and Engineering fee for this project will be \$27,000.00 plus reimbursable. We will invoice for \$27,000 upon completion of the drawings and expect payment in thirty days. Interests will be added to invoices should payment not be made as stated at the prevailing rate of 1% per month.

- MedQuest requires invoicing to be turned into the project manager (PM) by the 15th of the month, internal review and processing is completed no later than the last business day of the same month.
- Payment will occur 30 days from the last business day of the prior month.
- Late invoicing will be processed with the next internal review and AP processing cycle.

Reimbursable Expenses for travel, printing, meals and postage shall be invoiced at 1.2 times of the actual costs.

Not Included in Scope of Work is permit and other related building agencies fees. Reports from testing agencies will be provided by the owner. Any additional site visits will be done on an hourly basis as needed. Networking design or engineering is not included. Engineering or design is not included under this contract for other than what is specifically described above. No new med gas is included. Design and engineering work is not included for any deficiencies in the existing building not defined as part of this scope now. These may include but are not limited to

January 13, 2012

environmental conditions – asbestos, contaminations - building leaks, vibration, structural or equipment deficiencies or facility upgrades. Any changes in scope or additional engineering will be performed on an hourly basis at \$125.00 per hour.

Required Information includes AutoCAD files or blueprints — as-built drawings of the existing building that includes the Architectural and Engineering areas of work. We will require AutoCAD files of the equipment drawings, which will be provided by owner. The owner will provide test and balance reports of mechanical systems. Required information will be expected to be provided in a timely manner.

Please call to discuss this proposal should you have any questions. If the services herein are acceptable, please return a signed copy of this proposal as our contract. The above quoted fee is valid for the 60 days. I look forward to building our relationship and deing business together on this project. Thank you, once again.

Sincerely,

Eric Cebula, AIA

Contract Accepted

MedQuest Associates, Inc. 3480 Preston Ridge Road, Suite 600 Alpharetta, GA 30022

Re:

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The terms and conditions as set forth in this professional services contract are acceptable.

(Name, signature and date required)

Printed Name		
Signature	 	 · · · · · · · · · · · · · · · · · · ·
Date		



2/3/12

Formal Proposal

Triad Imaging
2705 Henry Street
Greensboro, NC
Building Renovations for MRI Replacement

Provide all materials, labor, subcontractors, permits, licenses and supervision to do the following work;

•	All Permitting Fees	\$2,500
	MRI Construction	\$30,322
•	Plumbing, Electrical and HVAC work as required	\$162,988
•	Finishes	\$32,462
9	Shielding Allowance (per design)	\$42,000
•	General Construction	\$28,413
•	Clean up and dispose of all demolished work	
•	Provide all management and oversight as required for the project	
	Total Construction Budget	\$298.685

All work to be done in accordance with drawings SKA1 – SKA2 dated 01/10/12 by EC,A Architecture. Estimate based on the installation of the Hitachi Oasis MRI System and Drawing # 1-1BLN4W.

All for the sum of Two Hundred Ninety Eight Thousand, Six Hundred and Eighty Five Dollars. \$298,685.00

Thank You for the opportunity to price this project. If you have any questions please do not hesitate to call.

Bill Dunn