DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH SERVICE REGULATION

ROY COOPER
GOVERNOR

MANDY COHEN, MD, MPH
SECRETARY

MARK PAYNE
DIRECTOR

March 14, 2018

Eddie Beard
810 Fairgrove Church Road SE
Hickory, NC 28602

Exempt from Review – Replacement Equipment

Record #:	**2537**
Facility Name:	Catawba Valley Medical Center
FID #:	933080
Business Name:	Catawba Valley Medical Center, Inc.
Business #:	555
Project Description:	Replace existing MRI scanner
County:	Catawba

Dear Mr. Beard:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of February 28, 2018, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the Siemens Aera 1.5T fixed MRI scanner to replace the Siemens Avanto 1.5T fixed MRI scanner. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

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

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

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

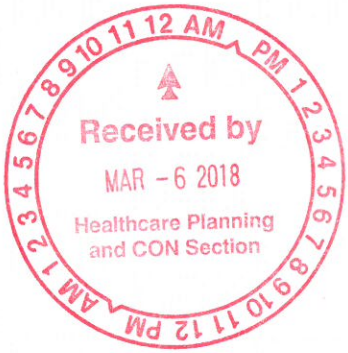
Sincerely,

Julie M. Faenza
Project Analyst

Martha J. Frisone
Chief, Healthcare Planning and
Certificate of Need Section

cc: Construction Section, DHSR
Acute and Home Care Licensure and Certification Section, DHSR
Sharetta Blackwell, Program Assistant, Healthcare Planning, DHSR

CATAWBA VALLEY MEDICAL CENTER



February 28, 2018

Ms. Martha Frisone
Chief, Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
809 Ruggles Drive
Raleigh, NC 27603

RE: MRI Equipment Replacement at Catawba Valley Medical Center/Catawba County

Dear Ms. Frisone:

Catawba Valley Medical Center (CVMC) intends to replace its existing Siemens Avanto 1.5T fixed MRI scanner located in our hospital in Hickory. Pursuant to NCAC 14C .0303(a), CVMC requests confirmation that this equipment replacement lies within the definition of NCGS 131E-176(22a) and the regulations set out in NCGS 131E-184(a)(7) and NCAC 14C .0303, as exempt from review.

CVMC operates two MRI scanners as part of the hospital operations; one on the main campus of the hospital and the other at the hospital-based imaging center. CVMC began using the Avanto MRI scanner in 2006, and intends to replace it with a new Siemens Aera 1.5T fixed MRI scanner. The Avanto has been operating daily as the in-house MRI scanner. It averages 10 patients a day Monday – Friday, and operates on call after 5pm weekdays and all-day Saturday and Sunday. The current Avanto system is 11 years old and has reached the limit for upgradability in software configuration. The newer Siemens Aera 1.5T system offers faster scan times, a larger bore (70cm) allowing for larger patients up to 550lbs, and additional imaging sequences that our current system is unable to perform. The Aera also offers a detachable patient couch that will aid in improved care for anesthesia and inpatients.

Via this letter, CVMC affirms that it will trade-in the Avanto MRI scanner to Siemens, for removal from operation at CVMC. CVMC will continue to maintain an inventory of two (2) fixed MRI scanners at our hospital. As documented in the attached letter in Attachment D, Siemens intends to either scrap the equipment or refurbish and sell the

equipment to another end user. If Siemens sells the MRI to another user in North Carolina, it understands that any applicable CON requirement must be met.

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

NCGS 131E-176(22a) defines "replacement equipment" as *"equipment that costs less than $2,000,000 and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced".*

Applicable Regulations

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

(1) it has the same basic technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and
(2) it is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service; and
(3) the acquisition of the equipment does not result in more than a 10% increase in patient charges or per procedure operating expenses within the first 12 months after replacement equipment is acquired.

Compliance

CVMC hereby certifies that:

1. The total project cost for the MRI scanner replacement, including the equipment, space renovation, shielding repair, furniture, rigging and installation, contracting mobile MRI service, and all other costs, is $1,863,330, as shown in Attachment A. Please refer to Attachment B for the Siemens equipment quote. CVMC will locate the replacement MRI scanner in the existing MRI equipment room in the hospital. CVMC's General Contractor confirms that construction/shield integrity verification are required to accommodate the replacement MRI scanner. The cost to remove the existing MRI scanner from CVMC will be borne by Siemens, and Siemens is including delivery and installation costs in the sale price of the new Aera scanner. During the equipment replacement process, CVMC will temporarily contract for a mobile MRI scanner to serve the hospital.

2. The replacement MRI scanner will be installed at CVMC for the sole purpose of replacing comparable equipment currently in use, which will be relocated out of CVMC. A comparison of the existing and replacement equipment is provided in Attachment C.

3. The replacement MRI scanner is functionally similar to the existing equipment and will be used for the same diagnostic procedures as the equipment currently in use. The replacement equipment is a full-featured MRI scanner, with features that do not change the basic technology or result in the provision of a new health service or type of procedure.

4. No increase in charges will occur within the first twelve months after the replacement MRI scanner is acquired.

5. The average cost per procedure will not increase by more than 10% during the initial 12 months of service as a result of the equipment replacement.

CVMC requests that the Division of Health Service Regulation confirm that replacement of the fixed MRI scanner as proposed herein does not constitute a new institutional health service and is exempt from certificate of need review.

Please contact Aarti Sura, Vice President, at 828.732.7162 regarding any questions concerning this request.

Sincerely,

Eddie Beard

Eddie Beard
President & CEO

Attachments: A - Proposed Capital Cost
B - Vendor Equipment Quote
C - Equipment Comparison
D - Siemens Letter

Attachment A: Proposed Capital Cost

Attachment A

PROPOSED CAPITAL COST

Project name: MRI Scanner Replacement - Main Hospital Campus
Proponent: Catawba Valley Medical Center

A. Site Costs	
(1) Full purchase price of land # Acres ___ Price per acre _____	
(2) Closing costs and legal fees	
(3) Site inspection and survey	
(4) Site preparation costs	
(5) Other	
(6) Subtotal Site Costs	$0
B. Construction Contract(s)	
(7) Cost of construction contract(s)	$300,000
(8) Other (shielding repair contingency)	$150,000
(9) Subtotal construction contract(s)	$450,000
C. Miscellaneous Project Costs	
(10) Building purchase	
(11) Equipment & furniture not included above	$1,348,330
(12) Consultant fees Architect & engineering fees Certificate of need preparation Legal fees Market analysis Other Subtotal consultant fees	 $5,000 $5,000
(13) Financing costs Bond HUD Commercial loan Other (specify) Subtotal financing costs	 $0
(14) Interest during construction	$0
(15) Other (mobile MRI scanner rental)	$60,000
(16) Subtotal miscellaneous project costs	$1,413,330
Total Capital Cost of Project	**$1,863,330**

Attachment B: Vendor Equipment Quote

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Customer Number: 0000005129

Date: 2/5/2018

CATAWBA VALLEY MEDICAL CENTER
810 FAIRGROVE CHURCH RD
HICKORY, NC 28602-9617

Siemens Medical Solutions USA, Inc. is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

Table of Contents

Contract Total: $1,348,330
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 3/22/2018

Estimated Delivery Date: 6/2018

Estimated delivery date is subject to change based upon factory lead times, acceptance date of this quote, customer site readiness, and other factors. A Siemens representative will contact you regarding the final delivery date.

This offer is only valid if firm, non-contingent orders for the following quotes are simultaneously placed with Siemens
1-LTSA34
1-ISA80V

If, prior to shipment, Siemens Medical Solutions USA, Inc. commercially releases a new product with additional features or functions and Customer wishes to purchase such new product instead of the Product(s) initially ordered, Customer shall have the right to modify its purchase prior to the Parties signing the Notice to Manufacture Letter to purchase such a new product at a price or discount to be agreed upon by the parties.

This offer is only valid if a firm, non-contingent order is placed with Siemens and a signed POS contract must accompany the equipment order.

Notwithstanding any contrary provision in the terms and conditions contained herein, the warranty period for the Equipment includes the Standard 12 month Warranty, plus an Additional Warranty of 6 months The Additional Warranty is contingent on the Customer executing a binding Point of Sale Service Agreement. If a binding Point of Sale Service Agreement is not received by Siemens upon the Product order execution date, or no later than the equipment installation start date, then the Customer will not be entitled to any Additional Warranty, over and above the Standard Warrant.

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The Additional Warranty has a fair market value of $59,444. Customer must, where applicable, fully and accurately report any price reduction (including a free item) provided to Customer as described herein in the applicable cost reporting mechanism or claim for payment filed with the U.S. Department of Health and Human Services (DHHS) or a state agency and must provide, upon request of the Secretary of the DHHS or state agency, the information contained in this Agreement.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project #2017-2958

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.

By (sign): _____
Name: Mathew Hayes
Title: Account Executive
Date: _____

CATAWBA VALLEY MEDICAL CENTER

By (sign): _____
Name: _____
Title: _____
Date: _____

By signing below, signor certifies that no modifications or additions have been made to the Quotation. Any such modifications or additions will be void.

By (sign): _____

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Quote Nr:	**1-LTSA34 Rev. 3**
Terms of Payment:	00% Down, 80% Delivery, 20% Installation Free On Board: Destination
Purchasing Agreement:	INTALERE INC #VQ10309 (ex Amerinet) INTALERE INC #VQ10309 (ex Amerinet) terms and conditions apply to Quote Nr 1-LTSA34

MAGNETOM Aera

All items listed below are included for this system: *(See Detailed Technical Specifications at end of Proposal.)*

Qty	Part No.	Item Description
1	14456140	**MAGNETOM Aera - System** MAGNETOM Aera is designed to provide you the versatility you need to meet the increasing demands in healthcare. Maximize 1.5T with its core technologies Tim(r) 4G and Dot(r), along with its comprehensive application portfolio and experience unique functionalities to increase patient comfort. Every case. Every day. System Design - Short and open appearance (145 cm system length and 70 cm Open Bore Design) to reduce patient anxiety and claustrophobia - Whole-body superconductive Zero Helium Boil-Off 1.5T magnet - Actively Shielded water-cooled Siemens gradient system for maximum performance - TrueForm Magnet and Gradient Design Tim 4G (Total imaging matrix in the 4th generation) for excellent image quality and speed - Siemens unique DirectRF(tm) technology enabling the all digital-in/ digital-out design - Dual-Density Signal Transfer Technology - Tim Coil Interface Dot (Day optimizing throughput) for higher consistency, flexibility and efficiency - Dot Display - Dot Control Centers - Brain Dot Engine Tim Application Suite allowing excellent head-to-toe imaging - Neuro Suite - Angio Suite - Cardiac Suite - Body Suite - Onco Suite - Breast Suite - Ortho Suite - Pediatric Suite - Scientific Suite Further included - High performance host computer

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40 Liberty Boulevard, Malvern, PA 19355
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Qty	Part No.	Item Description

- Patient communication: standard headphones and MagnaCoil(tm) In-Ear headset
- Siemens uniqueTimCT FastView localizer and CAIPIRINHA
- syngo MR software including
- 1D/2D PACE
- BLADE
- iPAT²
- Phoenix
- Inline Diffusion
- WARP
- MDDW (Multiple Direction Diffusion Weighting)
- CISS
- DESS
- TGSE

The system (magnet, electronics and control room) can be installed in 30sqm space. For system cooling either the Eco Chiller options or the Separator is required.

1 14456143

Tim [204x48] XQ Gradients #Ae

Tim [204x48] XQ-gradients performance level

Tim 4G with it's newly designed RF system and innovative coil architecture enables high resolution imaging and increased throughput.

The system provides a maximum number of 204 channels (coil elements) that can be connected simultaneously. Flexible parallel imaging is achieved by the 48 independent RF channels that can be used simultaneously in one single scan and in one single FOV, each generating an independent partial image. Maximum SNR is furthermore ensured through the new Tim 4G matrix coil technology. This option includes also Advanced High Order Shim.

XQ - gradients

The XQ- gradients are designed combining high performance and linearity to support clinical whole body imaging at 1.5T. The force compensated gradient system minimizes vibration levels and accoustic noise. The XQ gradients combine 45 mT/m peak amplitude with a slew rate of 200 T/m/s.

High-performance measurement and reconstruction system

1 14456139

Standard Coil Package 48+ ch #Ae

This package includes:

- Head/Neck 20 DirectConnect
- Spine 32 DirectConnect
- Body 18
- Flex Large 4
- Flex Small 4
- Flex Coil interface

1 14416906

Tim Dockable Table #Ae

The Tim Dockable Table is designed for maximum patient comfort and smooth patient preparation. Tim Dockable Table can support up to 250 kg (550 lbs) patients without restricting the vertical or horizontal movement.

The one step docking mechanism and the innovative multi-directional navigation wheel ensure easy maneuvering and handling. Critically ill or immobile patients can now be prepared outside the examination room for maximum patient care, flexibility and speed.

1 14416914

Pure White Design #T+D

The MAGNETOM Aera / MAGNETOM Skyra design is available in different light and appealing variants which perfectly integrates into the different environments. The color of the main face plate cover of the Pure White Design Variant with the integrated Dot Control Centers and the unique Dot Display is brilliant white surrounded by a brilliant silver trim. The asymmetrical deco area on the left side is colored white matte and also with a brilliant surrounding silver trim.

The table cover is presented also in the same color and material selection.

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Qty	Part No.	Item Description
1	08464872	**PC Keyboard US english #Tim** Standard PC keyboard with 101 keys.
1	14446650	**SW syngo MR E11C** syngo MR E11C software with new features and applications. GOBrain protocols (for Aera and Skyra with 48 or more rf-channels).
1	14441866	**DotGO Routine Package #T+D** The DotGO Routine Package includes both: - Spine Dot Engine and - Large Joint Dot Engine. As a package they offer a comprehensive set of workflows with guidance and automation, for standardized image quality in Spine and MSK MR imaging. The Spine Dot Engine provides the functionality of Inline Composing and Tim Planning Suite for streamlining workflows in all spine imaging. Tools, such as auto-positioning and vertebral recognition with AutoAlign Spine, AutoCoverage and Spine Labelling support and optimize reproducibility for your cervical, thoracic and lumbar spine imaging for all clinical indications. The Large Joint Dot Engine enhances standardization of the knee, hip and shoulder workflows and optimizes reproducible image quality by incorporating automation tools, such as anatomically based auto-positioning (AutoAlign). Dedicated imaging techniques, such as Advanced WARP, are included and can help to expand the access of diagnostic MRI to a broader range of patient types.
1	14446591	**Advanced Diffusion #T+D** Advanced Diffusion is a package consisting of the diffusion-weighted, readout-segmented EPI sequence RESOLVE and the noise reduced QuietX DWI sequence. RESOLVE is a diffusion-weighted, readout-segmented EPI sequence optimized towards high resolution imaging with reduced distortions. The sequence uses a very short echo-spacing compared to single-shot EPI, substantially reducing susceptibility effects. A 2D-navigator correction is applied to avoid artefacts due to motion-induced phase errors. This combination allows diffusion weighted imaging of the breast, prostate, brain and spine with a high level of detail and spatial precision.
1	14402527	**SWI #Tim** Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.
1	14446558	**SMS EPI #T+D** Simultaneous Multi-Slice (SMS) EPI enables accelerated imaging for diffusion-weighted (DWI/DTI) and BOLD functional MR imaging. With SMS EPI, scan times for DWI can be reduced by up to 68% and/or images with higher spatial/diffusion resolution can be acquired. For BOLD imaging, SMS EPI can enable increased temporal sampling of BOLD data acquisitions and/or improved slice coverage/resolution.
1	14416946	**Neuro Perfusion Package #T+D** The Neuro Perfusions Package helps to streamline the clinical workflow by inline post-processing in dynamic susceptibility contrast (DSC) based perfusion imaging. This makes it possible to see perfusion maps immediately. Perfusion parameter maps are based on a Local Arterial Input function. A corrected relCBV map calculation and motion correction is provided.
1	14426290	**Neuro Perfusion Eval #T+D** Neuro Perfusion Evaluation syngo provides a task card for detailed post-processing of brain perfusion data sets. Color display of the relative Mean Transit Time (relMTT), relative Cerebral Blood Volume (relCBV), corrected rel CBV, and relative Cerebral Blood Flow (relCBF) is supported. Flexible selection of the Arterial Input Function (AIF) for more reliable analysis taking into account the dynamics over time of the contrast agent enhancement. Furthermore a calculation of maps using automatically selected local Arterial Input Functions (AIF) is provided to reduce the amount of user interactions. The detailed evaluation of brain perfusion data sets generates parameter maps for TTP and PBP and for the

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Qty	Part No.	Item Description
		hemodynamic parameters relMTT, relCBV, rel CBVcor and relCBF. These may show perfusion deficits and assist in the diagnosis and grading of e.g. vascular deficiencies and brain tumors.
1	14416923	**Abdomen Dot Engine #T+D** The Abdomen Dot Engine: Personalized Exam Strategies - Guidance - Automatic sequence scaling - Auto Navigator - Auto-FoV - Timeline setup and monitoring - Automatic Voice Commands - Auto Bolus Detection - Inline radial range calculation for MRCP - Inline Subtraction - Inline Registration
1	14441761	**LiverLab #T+D** LiverLab is a system guided workflow to examine the hepatic fat and iron status, as part of the Abdomen Dot Engine.
1	14441759	**FREEZEit Body MRI Package #T+D** FREEZEit Body Package contains two robust sequences for advanced body imaging: TWIST VIBE and StarVIBE. - TWIST VIBE is a new fast, high-resolution 4D imaging sequence for multi-arterial liver imaging. - StarVIBE is a motion insensitive VIBE sequence using a stack-of-stars trajectory.
1	14426320	**MR Elastography #T+D** MR Elastography offers a new diagnostic tool for all Tim+Dot systems that allows identifying variations in liver tissue stiffness. The MR Elastography package consists of new protocols and sequences, new reconstruction algorithms and inline reconstruction.
1	14405316	**fMRI Trigger Converter** An optical trigger signal is available to trigger external stimulation devices in fMRI experiments. With the "fMRI Trigger Converter" this signal can be converted to an electrical signal (TTL/BNC and RS 232 interface for PC; modes: toggle or impulse).
1	14409198	**Native syngo #Tim** Integrated software package with sequences and protocols for non-contrast enhanced 3D MRA with high spatial resolution. syngo NATIVE particularly enables imaging of abdominal and peripheral vessels and is an alternative to MR angiography techniques with contrast medium, especially for patients with severe renal insufficiency.
1	14441813	**QISS #T+D** Software package with QISS sequence, protocols and Dot AddIn for non-contrast enhanced peripheral MRA. QISS particularly enables higher reproducibility than existing methods and is an alternative to MR angiography techniques with contrast medium, especially for patients with severe renal insufficiency.
1	14405224	**Composing syngo #Tim** This application provides dedicated evaluation software for creation of full-format images from overlapping MR volume data sets and MIPs acquired at multiple stages.
1	14405328	**TWIST syngo #Tim** This package contains a Siemens unique sequence and protocols for time-resolved (4D) MR angiographic and dynamic imaging in general with high spatial and temporal resolution. syngo TWIST supports comprehensive dynamic MR angio exams in all body regions. It offers temporal information of vessel filling in addition to conventional static MR angiography, which can be beneficial in detecting or evaluating malformations such as shunts. In case of general dynamic imaging, for example an increase in spatial resolution by a factor of up to 2 at 60 seconds temporal resolution (compared to conventional dynamic imaging) is possible due to intelligent k-space sampling strategies. Alternatively, increased temporal resolution at constant spatial resolution is possible.
1	08464740	**Flow Quantification #Tim** Special sequences for quantitative assessment of flow.
1	07365419	**Argus Flow**
1	14418746	**Cardiac Dot Engine, USA #T+D** Cardiac examinations: Dot Cardiac - Customized workflows that are easier to repeat. Using anatomical landmarks, standard views of the heart (such as dedicated long axis and short-axis views), are easily generated and can easily be reproduced using different scanning techniques. Scan parameters are adjusted to the patient's heart rate and automatic voice commands are given.

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SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Qty	Part No.	Item Description
1	14416929	**Advanced Cardiac Package #T+D** This package contains special sequences and protocols for advanced cardiac imaging including 3D and 4D syngo BEAT functionalities. It supports advanced techniques for ventricular function imaging, dynamic imaging, tissue characterization, coronary imaging, and more.
1	14407334	**Argus 4D Ventr.Function syngo #Tim** syngo Argus 4D Ventricular Function software processes MR cine images of the heart and generates quantitative results for physicians in the diagnostic process.
1	14441748	**Quiet Suite #T+D** Quiet Suite enables complete, quiet examinations for neurology and orthopedics with at least 70% reduction in sound pressure levels.
1	14441809	**Body 30 #1.5T** The Body 30 is the anterior part of the Body 60. The Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility: - 30 channels or up to 46 (in combination with the Spine 32) - Dual Density Signal Transfer - Ultra light-weight - Highly flexible viscoelastic material - SlideConnect Technology The Body 30 features: - 30-element design with 30 integrated preamplifiers (5 clusters of 6 elements each) - Can be combined with further coils for larger coverage - Can be positioned in different orientations (0°, 90°, 180°, 270°) for patient specific adaptations - No coil tuning - iPAT compatible in all directions The highly flexible design allows the usage for: - Thorax (incl. heart) - Abdomen - Pelvis (incl. prostate) - Hip - Angiography Dedicated protocols are provided for abdominal imaging. Typically combined with: - Spine 32 - Body 18 - Body 18 long (optional) - Peripheral Angio 36 (optional) - Body 30 (optional)
1	14416960	**Shoulder 16 Coil Kit #Ae** The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technolgy combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. The Shoulder 16 Coil Kit for examinations of the left or right shoulder consists of a base plate and two different sized iPAT compatible 16 channel coils (Shoulder Large 16 and Shoulder Small 16). These will be attached and can be relocated on the base plate.The 16-element coils with 16 integrated pre-amplifiers ensure maximum signal-to-noise ratio. Shoulder Large 16 and Shoulder Small 16 will be connected via a SlideConnect plug for fast and easy coil set-up and patient preparation.
1	14416961	**Hand/Wrist 16 #Ae** The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility.

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Qty	Part No.	Item Description
		Hand/Wrist 16 for examinations of the left or right hand and wrist region consists of a base plate and an iPAT compatible 16-channel coil and allows high resolution imaging of the wrist and the hand within one examination. Hand/Wrist 16 will be connected via a SlideConnect plug for fast and easy patient preparation.
1	14456317	**Tx/Rx Knee 15 Flair 1.5T #Ae** New 15-channel transmitter/receiver coil for joint examinations in the area of the lower extremities. Main features : - 15-element design (3x5 coil elements) with 15 integrated preamplifiers, - iPAT-compatible - SlideConnect Technology
1	14416962	**Foot/Ankle 16 #Ae** The new Tim 4G coil technology with Dual Density Signal Transfer and DirectConnect Technolgy combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. Foot/Ankle 16 for examinations of the left or right foot and ankle region consists of a base plate and an iPAT compatible 16-channel coil and allows high resolution imaging of the foot and ankle within one examination. Foot/Ankle 16 is a cable-less coil and will be connected via DirectConnect for fast and easy patient preparation.
1	14426332	**Tx/Rx CP Head Coil #Ae** Circularly polarized no-tune transmit/receive coil with an open patient-friendly design. The integrated transmit mode allows volume selective excitation. Integrated, extremely low-noise pre-amplifiers permit very high signal-to-noise ratio. Furthermore, the coil is outfit with SlideConnect Technology, allowing for easier patient preparation and less table time for the patient.
1	14418489	**Separator 60kW** The SEP (Separation cabinet) has to be used if a central hospital chilled water supply is available or if a chiller of any brand/type is already available. The SEP is the interface between the on-site water chiller (of any brand or type) or the interface to the central hospital cooling water supply. For the above-mentioned cases the SEP is mandatory! In these cases, the primary water specifications must fulfill the requirements (i.e. 63 kW heat dissipation; 100+-10l/min flow; 6 to 12°C water temperature; pH value 6 to 8, max. working pressure 6 bar). Dimensions: 1950mm x 650mm x 650mm (height x width x depth) Weight: approx. 340kg
1	14456315	**UPS system (Libert)** UPS system Liebert GXT4 3000RT230E for MAGNETOM Aera, Skyra, Prisma, Essenza, Amira, Spectra, C! for safeguarding computers. Including Power Cable of 9 m for connecting the UPS. Power output: 3.0 kVA / 2.7 kW Bridge time: 3 min full load / 12 min half load Input voltage: 230 VAC
1	14456316	**UPS Battery module (Libert GXT4 BATT)** UPS battery module Liebert GXT4 72VBATTE for MAGNETOM Aera, Skyra, Prisma, ESSENZA, Amira, Spectra, C! for safeguarding computers. Extension for: Liebert GXT4 3000RT230E (14456315) Battery type: Closed, maintenance-free Extension of the bridge time to: 21 minutes full load / 48 min half load with one module Dimensions (H x D x W): Battery module: 430 x 602 x 85 mm Weight: approx. 46 kg
1	MR_STD_RIG_INST	**MR Standard Rigging and Installation** MR Standard Rigging and Installation

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Mathew Hayes - (336) 263-4273

Qty	Part No.	Item Description
		This quotation includes standard rigging and installation of your new MAGNETOM system Standard rigging into a room on ground floor level of the building during standard working hours (Mon. - Fri./ 8 a.m. to 5 p.m.) It remains the responsibility of the Customer to prepare the room in accordance with the SIEMENS planning documents Any rigging requiring a crane over 80 tons and/or special site requirements (e.g. removal of existing systems, etc.) is an incremental cost and the responsibility of the Customer. All other "out of scope" charges (not covered by the standard rigging and installation) will be identified during the site assessment and remain the responsibility of the Customer.
1	MR_BTL_INST ALL	**MR Standard Rigging & Install**
1	MR_PREINST_ DOCK	**T+D Preinstall kit for dockable table**
1	MR_CRYO	**Standard Cryogens**
1	MR_PM	**MR Project Management** A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.
1	RESY3002	**Elastography hardware** RESOUNDANT Hardware starter set for Elastography The hardware components of the MR Elastography option create, conduct and introduce mechanical waves into the human body. They are designed to be used in conjunction with imaging systems. The set includes these major specific components of the MR Elastography option: The active driver, which creates the mechanical waves Two (2) passive drivers, which applies the mechanical waves to the patient's body Long and short plastic tubing for mechanical wave transfer from active to passive driver - one 30 foot tube and an additional 9 foot section. For maximum performance use only the 30 foot hose or both the 30 foot and 9 foot hoses. Additional 9 foot hoses can be ordered if site restrictions make it necessary, but doing so may require power setting adjustments. Applicator belt for securing the passive driver to the patient's body Cords and cables for connecting the trigger box with the active driver and the components with the scanner electronics. Cable connecting active driver to fMRI trigger box is 50 feet. DO NOT TAKE THE ACTIVE DRIVER OR TRIGGER BOX INTO THE MAGNET ROOM. Customer is responsible for hardware installation. Requires minimum software version syngo MR D13A or syngo MR B19. The active driver includes a two years parts warranty. The passive driver, tubes and belts includes a 6 month warranty.
1	MR_SYDOT_W KSP	**MR syngo Dot Onsite Workshop** This 2 day onsite MR syngo(r) Dot Workshop introduces the MR technologist to the user interface and operating software implemented on the MAGNETOM(r) system. Through the use of demonstrations, lecture, and hands-on labs using Siemens simulation consoles, participants will learn the basic principles and workflow of patient examinations. Attendees will receive workbooks. This onsite workshop is scheduled consecutively (Monday - Friday) during standard business hours and accommodates up to (10) imaging professionals. This educational offering must be completed (12) months from purchase or install end date. If training is not completed within the applicable time period, Siemens' obligation to provide the training will expire without refund.
1	MR_INITIAL_32	**Initial onsite training 32 hrs** MR_INITIAL_32 Up to (32) hours of on-site clinical education training, scheduled consecutively (Monday - Friday)

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Qty	Part No.	Item Description
		during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MR_FOLLOWUP_32	**Follow-up training 32 hrs** Up to (32) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MR_FOLLOWUP_24	**Follow-up training 24 hrs** Up to (24) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MR_ELEARN	**e.learning CEU subscription (12 mths)** This (12) month multi-modality e.learning subscription will provide access for (10) imaging professionals at the customer site to utilize up to (50 CEUs). This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	DTSWO2250MR60	**Dimplex chiller - 60 kW** The Dimplex Thermal Solutions outdoor, air-cooled, water/glycol chiller has been specially designed for medical applications to provide stable, fully dedicated cooling. 60 kW water/glycol air-cooled heat exchanger/chiller package for outside installation. Features dual tandem refrigerator circuits and dual redundant pumps. Unit also includes fluid reservoir and controls as well as remote control display to monitor the heat exchanger package operation from indoors at the operator's work station. This design also includes the features to meet the specification of OSHPD requirements. For use with Siemens SEP cabinet. Features: Dual 10 hp compressor, dual refrigerant circuits to smoothly transition through the 25 to 100% heat load capacity cycles of patient scanning and idling Energy savings and quiet operation when minimal cooling is required between patient use, and overnight for facilities located amongst residential areas Full capacity cooling enabling optimized utilization Dual, redundant fluid pumps, with automatic switch-over ensures no loss of flow Pricing also includes: Filter & flow meter kit Service package including two start-up visits (one upon cold head start-up, one at commissioning), one PM visit during 12 month P&L warranty period. One year warranty through Dimplex Thermal Solutions. Customer is responsible for rigging and installation. Customer is responsible for providing glycol as specified by the manufacturer. Coastal, low ambient temperature and split chillers are available.
1	XPAS_DTS_STARTUP	**Start-up of DTS chiller**
1	MR_PR_SEP_OFFST	**Dimplex Separator Promo Offset**
1	MR_GOBRAIN	**GOBrain** GOBrain delivers reliable quality at exceptional speed. It enables clinically validated, push-button brain exams, with multiple orientations and all relevant contrasts. This fast exam is more tolerable for patients, and helps reduce motion-related artifacts and the need for rescans and sedation. As a result, GOBrain potentially doubles throughput and reduces costs per scan. Supported by our Tim 4G technology and DotGO, it delivers consistently high quality and maximizes the productivity of your MRI scanner - while improving patient care.

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Qty	Part No.	Item Description
1	MRLOC_ABDM DOT	**Local Offset - Abdomen Dot Engine**
1	MR_PR_DOTE NG1	**Dot Engine 1 pricing offset** To be eligible for this promotion, a binding purchase order including the purchase of any DOT Engine must be received by Siemens by September 31, 2018.
1	MRLOC_CARD DOT	**Local Offset - Cardiac Dot Engine, USA**
1	MR_PR_DOTE NG2	**Dot Engine 2 pricing offset** To be eligible for this promotion, a binding purchase order of the application(s) must be received by Siemens Medical on or before September 30, 2016.
1	MR_ENT_SW_I NITIALN	**MR Enterprise SW Initial Subscription** Initial subscription fee for one-to-four (1-4) Siemens MR functional locations to join the MR enterprise software program over a period of five (5) years from turnover of this purchase order. The program allows the customer to select an unlimited number of software licenses from a defined list (see below) for the price of $2,000 per year for 5 years or $10,000 total for each software license selected. The customer will take ownership of the software license after the balance of $10,000 is paid in full. Software licenses can be selected with an executed purchase order for up to five (5) years from system turnover date. After five (5) years, a customer can optionally extend the program for another five (5) years by purchasing an "Additional" subscription. Point of sale service agreement or master service agreement with EVOLVE for the entire five (5) year term of the agreement is required for any functional location participating in this program, including the initial system warranty. If the service agreement is canceled for any reason, the remaining portion of the $10,000 for each selected software license will become due immediately.
1	MR_ENT_SW_ LIST	**MR Enterprise SW List** The software licenses eligible for the program at this time are as follows: 2D Chemical Shift Imaging #Tim 3D Chemical Shift Imaging #Tim Abdomen Dot Engine #T+D Advanced Cardiac Package #T+D Advanced Diffusion Advanced WARP #T+D Angio Dot Engine #T+D Argus 4D Ventr.Function syngo #Tim Argus Flow Arterial Spin Labeling 2D Arterial Spin Labeling 3D #T+D Breast Dot Engine, USA #T+D Composing syngo #Tim Diffusion Tensor Imaging #Tim DTI Package #T+D Flow Quantification #Tim FREEZEit Body MRI Package #T+D GRACE syngo #3T GRACE syngo #Tim Image Fusion syngo Inline Composing syngo #Tim Inline Perfusion #Tim LargeJoint Dot Engine #T+D LiverLab #T+D Mapit syngo #Tim MyoMaps # 3T Native syngo #Tim Neuro fMRI Package Neuro Perfusion Eval #T+D Neuro Perfusion Package #T+D QISS T+D

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Qty	Part No.	Item Description
		RESOLVE #T+D
		SMS EPI
		Spectroscopy Package
		Spine Dot Engine #T+D
		SWI #Tim
		syngo Expert-i #T+D
		syngo Security Package
		syngo Security Package Enhanced
		Tim Planning Suite
		Tissue 4D syngo #Tim
		TWIST syngo #Tim"
1	SY_PR_TEAMPLAY	**teamplay Welcome & Registration Package** teamplay is a cloud-based network that brings together your imaging modality users, the systems' dose and utilization data, and the users' expertise to help you improve the delivery of care to your patients. Basic features are provided free of charge. Premium features (benchmarking, non-Siemens devices) are provided on a trial basis for three months at no charge, and may be used thereafter on a subscription fee basis. To register: http://teamplay.siemens.com/#/institutionRegistration/1
1	MR_EXTEND_WARRANTY	**MR Extended Warranty 6 months @ 59,444**
1	MR_BUDG_ADDL_RIG	**Budgetary Add'l/Out of Scope Rigging $10,000**
1	MR_ENT_SW_OFFSET	**MR Enterprise SW Booking Offset ($90,650)**
1	MR_TRADE_IN_ALLOW	**MR Trade-in-Allowance Project# 2017-2958 deinstall date/expiration 6/2018 -$143,500**

System Total: $1,348,330

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OPTIONS on Quote Nr: **1-LTSA34 Rev. 3**

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OPTIONS for MAGNETOM Aera

All items listed below are OPTIONS and will be included on this system ONLY if initialed:

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	14436740	**syngo BreVis Biopsy #T +D** syngo BreVis Biopsy is a task card for easy and effective breast biopsy planning for the Acquisition Workplace (AWP).	+ $12,000	X
1	14416955	**Body 18 #Ae** The Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technolgy combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility: - 18 channels (inherent) or up to 30 (in combination with the Spine 32) - Dual Density Signal Transfer - Ultra light-weight - SlideConnect Technology The Body 18 is part of the standard configuration. The 18-channel coil with its 18 intergrated pre-amplifiers ensures excellent signal-to-noise ratio. The 18 coil elements provide extensive coverage in all directions. The single SlideConnect plug allows for fast and easy patient preparation. The light-weight coil ensures highest patient comfort. The Body 18 Coil features: - 18-element design with 18 integrated preamplifiers (3 clusters of 6 elements each) - Operates in an integrated fashion with the Spine 32 as an 30 channel body coil - Can be combined with further Body 18 coils for larger coverage - Can be positioned in different orientations (0°, 90°, 180°, 270°) for patient specific adaptations - No coil tuning - iPAT compatible in all directions The highly flexible design enables a wide variety of applications including: - Thorax (incl. heart) - Abdomen - Pelvis - Hip Typically combined with: - Head / Neck 20 - Spine 32 - Additional Body 18 coil(s) (optional) - Peripheral Angio 36 (optional) - Flex Large 4 - Flex Small 4 - Loop coils (optional) - Endorectal coil (optional)	+ $30,000	X
1	14436665	**2/10/16ch Sentinelle BreastCoil #Ae** The 2/10/16-channel Sentinelle Breast Coil can be used as a breast imaging coil, a bilateral biopsy coil, as well as a unilateral biopsy coil providing large biopsy access	+ $90,000	X

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Qty	Part No.	Item Description	Extended Price	Initial to Accept
		This coil consists of a positioning frame with exchangeable coils with different numbers of channels as described in detail in the E text. The preamplifiers are integrated into the coil. The coil is iPAT-compatible.		
1	14416972	**Tim Coil Interface 1.5T** Coil adapter plug for up to 8 receive and 1 transmit channels, in order to connect existing dedicated knee and breast coils (Tx/Rx 15-channel Knee Coil, CP Extremity Coil, 4-channel BI Breast Coil, 16-channel AI Breast Coil, (2/4)/8-channel Sentinelle BreastCoil and (2/10)/16-channel Sentinelle BreastCoil) with all MAGNETOM 1.5T Systems using Tim 4G-technology.	+ $3,000	X_____

FINANCING: The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

ACCESSORIES: Don't forget to ask us about our line of OEM imaging accessories to complete your purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessories catalog, please call us directly at 1-888-222-9944 or contact your local Sales Representative.

COMPLIANCE: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our Helpdesk "Tell us" function at www.siemens.com/tell-us.

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Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms and Acceptance. These terms and conditions constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Purchaser acknowledges that this is a commercial and not a consumer transaction. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.2 Refurbished/Used Products. For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, such Products will perform in accordance with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the availability of such Products to Purchaser cannot be guaranteed. If the Products are no longer available, Seller will use its best efforts to identify other suitable products in its inventory. If substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation.

1.3 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is not responsible for any required installation, validation, product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver the Products to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee (excluding the Medical Device Excise Tax as set forth in Section 4191 of the Internal Revenue Code of 1986, as amended) required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Purchaser shall pay Seller as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Due Upon Installation or Completion. Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.

4.5 Default; Termination. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser.

Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.

4.6 Financing. Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall have sole responsibility to procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser agrees that Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with applicable export Control and US Sanction laws and regulations. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this Section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued

by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).

6.2 Risk of Loss; Title Transfer. Unless otherwise agreed to in writing, the following shall apply:

(a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.

(b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery.

(c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim.

7. SECURITY INTEREST/FILING

7.1 Purchaser grants to Seller a security interest in the Products until payment in full by Purchaser. Purchaser shall sign any financing statements or other documents necessary to perfect Seller's security interests in the Products. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon Seller's written agreement.

8.2 Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment.

8.3 Seller reserves the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

9.1 Seller shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty.

10.2 No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty.

10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

10.4 Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements.

10.5 Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.

10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

10.7 In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect.

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS

AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations 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 Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser's expense.

12.4 Regulatory Reporting. In the event that any regulatory activity is performed by anyone other than Seller's authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements.

12.5 Completion of Installation. Installation shall be complete upon the conclusion of final calibration and checkout under Seller's standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Products, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. Provided that Purchaser gives Seller information, assistance and exclusive authority to evaluate, defend and settle such claims, Seller shall at its own expense and option: indemnify and defend Purchaser against such claims; settle such claims; procure for Purchaser the right to use the Products; or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products shall remain Seller's property and shall at all times be held in confidence by Purchaser.

14.2 For all Products which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule attached hereto.

14.3 Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the Purchaser will be purchasing the Products). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ASSIGNMENT

15.1 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld. Any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

16. COSTS AND FEES

16.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

17. MODIFICATION

17.1 This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

18. GOVERNING LAW; WAIVER OF JURY TRIAL

18.1 This Agreement shall be governed by the laws of the state where the Product(s) will be installed, without regard to that state's choice of law principles.

18.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.

19. COST REPORTING

19.1 Purchaser agrees that it must fully and accurately report prices paid under this Agreement, net of all discounts, as required by applicable law and contract, including without limitation 42 CFR §1001.952(h),in all applicable Medicare, Medicaid and state agency cost reports. Purchaser shall retain a copy of this Agreement and all other communications regarding this Agreement, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire, complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products. Purchaser's additional or different terms and conditions stated in a purchase order, bid documents or any other document issued by Purchaser are specifically rejected and shall not apply to the transactions contemplated under this Agreement.

21. SEVERABILITY; HEADINGS
21.1 No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and have no substantive effect.

22. WAIVER
22.1 No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

23. NOTICES
23.1 Any notice or other communication under this Agreement shall be deemed properly given if in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof.

24. RIGHTS CUMULATIVE
24.1 The rights and remedies afforded to Seller under this Agreement are in addition to, and do not in any way limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

25. END USER CERTIFICATION
25.1 Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financings).

26. ACCESS TO BOOKS AND RECORDS
26.1 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Product or service pursuant to this Agreement, Seller shall make available, upon written request by the Secretary of Health and Human Services (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly authorized representatives, copies of this Agreement and any books, documents, records or other data of Seller that are necessary to certify the nature and extent of any costs incurred by Purchaser for such Products and services. If Seller carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, Seller will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Product or service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Purchaser for such Product or service.

27. DISPOSITION OF PRODUCTS
27.1 Purchaser expressly agrees that should Purchaser sell, transfer or otherwise dispose of the Products, Purchaser shall notify Seller in writing and give Seller the opportunity to purchase such Products. With Purchaser's notice, Purchaser shall provide Seller with a copy of the third party's binding offer to purchase the Products and Seller shall have seven (7) days to notify the Purchaser of an offer to purchase the Products.

05/15 Rev.

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40 Liberty Boulevard, Malvern, PA 19355
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SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Software License Schedule to the Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. DEFINITIONS: The following definitions apply to this Schedule:
"**Agreement**" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"**Licensor**" shall mean Siemens Medical Solutions USA, Inc.
"**Licensee**" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"**Software**" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"**Documentation**" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"**Designated Unit**" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**

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(c) The Software may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage. Sun Microsystems, Inc. has contractually obligated Licensor's supplier to make this disclaimer.

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Revised 03/15/05

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SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE-IN. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS ON THE QUOTATION AND SHALL REMAIN IN EFFECT REGARDLESS OF ANY CONTRARY LANGUAGE IN THE QUOTATION.

This Quotation includes the trade-in equipment described herein and referenced by either the Project Number identified in the Quotation hereof (non-ultrasound) or the Trade Allowance Part Number (Ultrasound) as further described in the associated Trade Sheet which is incorporated herein by reference. Purchaser certifies that the description of the trade-in equipment as set forth on the Trade Sheet is a true and accurate representation of the equipment, and that the equipment is in good working condition unless otherwise noted on the Trade Sheet.

The trade-in equipment must be made available for removal no later than turnover of the new equipment. Purchaser must vacate the room of all items not listed on the Trade Sheet, or otherwise clearly identify all items listed on the Trade Sheet, prior to the start of the de-installation. If this is not done, Seller will have no liability for items which are subsequently removed or scrapped. If the de-installation or return of the trade-in equipment is delayed by Purchaser for reasons other than a force majeure event, or if upon inspection by Seller it is determined that the equipment does not meet the manufacturer's operating specifications, or if any items listed as included on the Trade Sheet are not made available at the time of de-installation, then trade-in value will be re-evaluated and any loss in value or additional costs incurred by Seller shall be deducted from the established trade-in value and the pricing set forth on this Quotation will be adjusted by change order. In the event that access to the non-ultrasound trade-in equipment is denied past 14 days from turnover, or access to ultrasound trade-in equipment is denied past 30 days from turnover, then Purchaser shall pay to Seller a rental fee in the amount 3.5% of the total trade-in value plus any additional value provided by an Elevate/Promotional program included in this quotation (no less than $1000) for each month, or part thereof, that access is denied. In addition, if the purchase and installation of the new equipment covered by this Quotation is not completed, then Seller shall invoice Purchaser for all costs and expenses incurred by Seller in connection with the de-installation and removal of the trade-in equipment, including but not limited to labor, materials, rigging out, and transportation, which costs shall be paid by Purchaser within thirty (30) days of the invoice date.

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (iv) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with item (i) above.

FOR MR SYSTEMS: cryogen levels must be least 65% upon time of de-installation. FOR MOBILE SYSTEMS: system must be road worthy and a state issued title transferring ownership to Seller (or Designee) must be received prior to the removal of the mobile system. FOR MODALITY TRADE SYSTEMS (non-ultrasound): The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment. Any additional costs due to the need to use a larger rig (other than a standard 80 ton rig), as well as any construction activities, street closings, permits, etc., required to de-install/remove the equipment are out-of-scope costs and will be the responsibility of Purchaser.

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SIEMENS Healthineers

SIEMENS REPRESENTATIVE
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MR Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**	
MAGNETOM Sempra			MAGNETOM Sempra requires Siemens Remote Services (SRS) Connection prior to system installation or requires purchase of "No SRS" option.
MR System (not including consumables)	12 months	Full Warranty (parts & labor)	

Post-Warranty (after expiration of system warranty) – Replacement parts only!			
Magnet	12 months	Parts only	
Spare Parts	6 months	Parts only	
Consumables	Not Covered		

Note: Optional extended warranty coverage can be obtained by purchase of a service agreement.

[1] Period of warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated warranty period shall commence 60 days after delivery of equipment.

Attachment C: Equipment Comparison

Attachment C

EQUIPMENT COMPARISON

	EXISITING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	MRI Scanner	MRI Scanner
Manufacturer of Equipment	Siemens	Siemens
Tesla Rating of MRIs	1.5T	1.5T
Model Number	Avanto	Aera
Serial Number	707060	Unknown
Provider's Method of Identifying Equipment	Site ID 187250	NA
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN#	NA	NA
Mobile Trailer Serial Number/VIN#	NA	NA
Date of Acquisition of Each Component	12/1/2006	Target June 2018
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	New when acquired	New
Total Capital Cost of Project (Including Construction, etc.)	NA	$1,863,330
Total Cost of Equipment	$1,570,006	$1,491,330
Fair Market Value of Equipment	$143,500	NA
Net Purchase Price of Equipment	$1,570,006	$1,348,330
Locations Where Operated	810 Fairgrove Church Road, SE, Hickory, NC	same
Number Day in Use/To be Used in NC per Year	365	365
Percent of Change in Patient Charges (by Procedure)	NA	No increase
%Change in per Procedure Operating Expenses (by Procedure)	NA	No increase
Type of Procedures Currently Performed on Existing Equipment	Diagnostic MRI Exams	NA
Type of Procedures New Equipment is Capable of Performing	NA	Diagnostic MRI Exams

Attachment D: Siemens letter

SIEMENS Healthineers

February 6, 2018

Dear Customer:

Thank you for your recent purchase of medical imaging equipment from Siemens.

Depending on the unit, Siemens will do one of the following options with the trade-in unit:

1. If the unit is manufactured by Siemens and is in demand from the Siemens Resale Group, the unit will be internally sold to this separate organization within Siemens. Once sold, the unit will be shipped to the Siemens Resale Group Factory to be refurbished. Once refurbished, the unit will be resold to another end user that may or may not be in North Carolina. In this circumstance, the new end user is responsible to ensure that any applicable Certificate of Need (CON) Requirement is met.

2. If the unit is not manufactured by Siemens and in demand, Siemens most likely will sell the unit to a broker. The broker may or may not refurbish the unit prior to resale which may or may not be in North Carolina. Although the new end user is responsible to ensure any applicable CON requirement is met, Siemens is not involved in this transaction.

3. If the unit is end of life or otherwise not in demand, Siemens will remove the equipment for scrap and as such it will not be installed in North Carolina.

Sincerely:

Bob Ferrero
Zone Finance VP

Manny Niebla
Zone General Manager

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