North Carolina Department of Health and Human Services
Division of Health Service Regulation

Pat McCrory
Governor

Aldona Z. Wos, M.D.
Ambassador (Ret.)
Secretary DHHS

Drexdal Pratt
Division Director

January 12, 2015

Jeffrey Shovelin, Director of Corporate Planning
Vidant Health
Post Office Box 2068
Greenville, North Carolina 27835-6028

Exempt from Review - Replacement Equipment

Facility:	Vidant Medical Center
Project Description:	Replace existing MRI scanner
County:	Pitt
FID #:	933410

Dear Mr. Shovelin:

In response to your letter of December 23, 2014, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S. 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the Siemens 1.5T Magnetom Aera MRI scanner, to replace the existing Siemens 1.5T Magnetom Espree MRI scanner, serial # 30558. This determination is based on your representation that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need.

Moreover, you need to contact the Construction Section and the Acute and Home Care Licensure and Certification Section of the Division of Health Service Regulation (DHSR) to determine if they have any requirements for development of the proposed project.

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

Sincerely,

Jane Rhoe-Jones
Project Analyst

Martha J. Frisone, Assistant Chief
Certificate of Need

cc: Acute and Home Care Licensure and Certification Section, DHSR
Construction Section, DHSR
Assistant Chief, Healthcare Planning

None

VIDANT HEALTH™

December 23, 2014

Ms. Jane Rhoe-Jones
Certificate of Need Section
Division of Health Service Regulation
NC Department of Health and Human Services
2704 Mail Service Center
Raleigh, NC 27699-2704

RE: Request for "No Review" for Replacement MRI Scanner at Pitt County Memorial Hospital d/b/a Vidant Medical Center

Dear Ms. Rhoe-Jones:

Pitt County Memorial Hospital d/b/a/ Vidant Medical Center (VMC) plans to replace an existing MRI with new equipment. VMC believes that the proposed equipment replacement is not subject to review under North Carolina's Certificate of Need (CON) laws.

The proposed project includes the replacement of a Siemens 1.5T Magnetom Espree MRI scanner with Siemens 1.5T Magnetom Aera MRI scanner (see Appendix A for vendor quotes and Appendix B for equipment comparison table and brochure). The reason for this replacement is due to the room that houses the existing equipment has developed a major shielding problem due to water damage. This problem causes a significant patient safety issue requiring immediate attention (see Appendix G for documentation). Addressing the issue requires removal of the existing unit, repair of the room shielding, and replacement of the unit (see Appendix C for current and proposed floor plans). The total capital costs for the proposed replacement is estimated to be $1,645,000 (see Appendix D for the capital cost sheet). These costs include all expenses associated with the equipment and repairs to the shielding. The project will be funded through accumulated reserves. After the new equipment is operational, the existing equipment will be permanently removed from the facility and will no longer be exempt from CON law (see Appendix E for required documentation of equipment removal).

VMC's proposed project meets the definition of replacement equipment found in G.S. 131E-176(22a). The total capital expenditure for the equipment is less than $2,000,000 and the equipment being purchased is for the sole purpose of replacing comparable medical equipment. Since VMC's proposal meets the definition of "replacement equipment", G.S. 131E-184(a)(7) exempts this project from review. Therefore, VMC requests approval of a no review status for the proposed project.

If you require additional information or clarification, please contact me at (252)-847-3631.

Jeffrey Shovelin
Director of Corporate Planning
Vidant Health

Appendix A

Vendor Quote

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Stuart Waddey - (919) 605-9227

Customer Number: 0000045963

Date: 12/9/2014

VIDANT MEDICAL CENTER
2100 STANTONSBURG RD
GREENVILLE, NC 27834

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 **Page**

Proposal valid until 1/23/2015

Estimated Delivery Date: 5/30/2015

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.

Pricing is contingent upon the customer signing a Point of Sale service agreement at the same time as the equipment purchase. This offer expires December 30, 2014.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project # 2014-2573.

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.		**VIDANT MEDICAL CENTER**	
By (sign):	_____	By (sign):	_____
Name:	Stuart Waddey	Name:	_____
Title:	Account Executive	Title:	_____
Date:	_____	Date:	_____

All pages of the signed proposal must be returned to Siemens to process the order - Thank you.

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Stuart Waddey - (919) 605-9227

Quote Nr:	**1-296K8O Rev. 0**
Terms of Payment:	00% Down, 80% Delivery, 20% Installation Free On Board: Destination
Purchasing Agreement:	MEDASSETS MEDASSETS terms and conditions apply to Quote Nr 1-296K8O

MAGNETOM Aera - USA

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14416900	**MAGNETOM Aera - System** MAGNETOM Aera - 1.5T Tim+Dot system - The integration of the next generation Tim - "Tim 4G" and the Siemens unique Dot Engines (Day optimizing throughput Engine). Short and open appearance (145 cm system length with 70 cm Open Bore Design). Tim 4G's redesigned RF system and all-new coil architecture. - Siemens unique DirectRF(tm) technology enable Tim's new all digital-in/ digital-out design - All-new coil architecture including Dual-Density Signal Transfer Technology - Whole-body superconductive Zero Helium Boil-Off 1.5T magnet - TrueForm Magnet and Gradient Design - Actively Shielded water-cooled Siemens gradient system - Head/Neck 20 DirectConnect, Spine 32 DirectConnect, Body 18, Flex Large/Small 4 Dot offers patient personalization, user guidance and process automation that result in consistent examination results. - Brain Dot Engine is designed to simplify general brain examinations through personalized, guided and automated workflows. - Dot Display and Dot Control Centers - efficient patient preparation. Additional features include: -Tim Application Suite including Neuro, Angio, Cardiac, Body, Onco, Breast, Ortho, Pediatric and Scientific Suite - syngo MR software including 1D/2D PACE, syngo BLADE, iPAT², Phoenix, Inline Technologies. - High performance host computer and measurement and reconstruction system 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	14416901	**Tim [204x48] XJ Gradients #Ae** Tim [204x48] XJ-gradient performance level Tim 4G with it's newly designed RF system and innovative coil architecture enables high resolution imaging and increased throughput. Up to 204 simultaneously connected coil elements in combination with the standard 48 independent RF channels, allow for more flexible parallel imaging. Maximum SNR through the new Tim 4G matrix coil technolgy. XJ - gradients The XJ- 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 XJ gradients combine 33 mT/m peak amplitude with a slew rate of 125 T/m/s.
1	08464872	**PC Keyboard US english #Tim** Standard PC keyboard with 101 keys.
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 asymetrical 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.
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.

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Qty	Part No.	Item Description
1	14416907	**Add. Tim Dockable Table #Ae** Additional mobile table solution with integrated removable Spine 32 for installations that already have a Tim Dockable Table and would like to increase their throughput even more.
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 (starting from syngo MR B13) acquired at multiple stages.
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	14430396	**Spine Dot Engine #T+D** The Spine Dot Engine provides optimized cervical, thoracic and lumbar spine imaging. Amongst various features to support streamlined spine workflow is Labeling of the vertebrae suggested by the system, Tim Planning Suite and In-line Composing. syngo WARP with View Angle Tilting (VAT) technique is provided for reducing in-plane geometric distortions syngo WARP can be used throughout the body.
1	14418563	**Neuro Perfusion Evaluation,USA #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). Furthermore a calculation of maps using the pre-selected local Arterial Input Functions (AIF) is provided. The detailed evaluation of brain perfusion data sets generates parameter maps for TTP and PBP and for the hemodynamic parameters relMTT, relCBV, rel CBVcor and relCBF.
1	14430391	**RESOLVE #T+D** RESOLVE is a diffusion-weighted, readout segmented EPI sequence optimized towards high resolution imaging with reduced distortions. The sequence uses a very short echospacing compared to single-shot EPI, substantially reducing susceptibility effects. A 2D-navigator correction is applied to avoid artefactsartifacts due to motion-induced phase errors. This combination allows diffusion weighted imaging of the breast, prostate, brain and spinewhole body with a high level of detail and spatial precision.
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 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	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 maximimum 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	14430403	**Tx/Rx 15-channel Knee Coil DDST #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	08857828	**UPS Cable #Tim** Power cable for connecting the UPS Powerware PW 9130-3000i (14413662) to the ACC of MAGNETOM Tim and MAGNETOM Tim+Dot systems for backing up the computer. Standard cable length: 9 m.
1	14413662	**UPS Powerware PW9130G-3000T-XLEU** UPS system Eaton PW9130G-3000T-XLEU for MAGNETOM Tim, MAGNETOM Tim+Dot and MAGNETOM Symphony systems for safeguarding computers. Power output: 3.0 kVA / 2.7 kW Bridge time: 5 min full load / 14 min half load Input voltage: 230 VAC

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Qty	Part No.	Item Description
1	14413663	**UPS Battery module** UPS battery module Eaton PW 9130N-3000T-EBM for all MAGNETOM Tim, MAGNETOM Tim+Dot and MAGNETOM Symphony systems for safeguarding computers. Extension for: PW9130i-3000T Battery type: Closed, maintenance-free Extension of the bridge time to: 24 minutes with a module Dimensions (H x W x D): Battery module: 346 x 214 x 412 mm incl. bracket set Weight: approx. 50 kg
1	MR_STD_RIG_INST	**MR Standard Rigging and Installation** MR Standard Rigging and Installation 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_INSTALL	**MR Standard Rigging & Install**
1	MR_STD_DEINSTALL	**MR Standard De-Installation**
1	MR_BTL_DEINSTALL	**MR Standard De-Installation - BTL** This quotation includes standard de-installation of your existing MRI system, i.e. Standard de-installation and freight from a room with reasonable access (first floor, 100ft or less to exterior, basic crane up to 80 ton), as determined by SIEMENS Project Management (site assessment), during standard working hours (Mon. - Fri./ 8 a.m. to 5 p.m.). All "out of scope" de-installation requirements (e.g. large crane, second floor and up, etc.) and/or special site requirements are incremental cost. Related charges (not covered by the standard de-installation) will be identified during the site assessment and remain the responsibility of the Customer. It also remains the Customer's responsibility to prepare the room in accordance with the SIEMENS planning documents, if your existing MRI system is being replaced by a new SIEMENS MRI system.
1	MR_BUDG_ADDL_RIG	**Budgetary Add'l/Out of Scope Rigging $10,000**
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	MR_TRADE_IN_ALLOW	**MR Trade-in-Allowance Siemens Espree Project# 2014-2573 DeInstall 1/15 Valid until 4/8/2015 at -$420,000**
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) 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_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.

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Qty	Part No.	Item Description
1	MR_INT_DOT_BCLS	**MR Dot Training Class** Tuition for (1) imaging professional to attend Classroom Course at Siemens Training Center. The objectives of this class are to introduce the user interface of the common syngo platform, including Dot, and instructions on building protocols, demonstration of software functions, and hands-on sessions. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. 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.
2	MR_ADD_32	**Additional onsite training 32 hours** Up to (32) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable.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	KKTECOMR_45	**KKT ECOCHILLER 122L** The KKT ECO 122 -L chiller is a dedicated 20°C cooling system for MAGNETOM Aera which automatically adapts to the different cooling requirements (e.g. system in operation, standby, ...) to reduce the energy consumption for cooling. The cooling system must be used in combination with the IFP (Interface Panel), if there is no on-site chilled water supply at all. The IFP is included in the scope of supply.
1	CHILINST_AVT	**Chiller Start-up and Warranty for TIM**
1	MRLOC_SPINEDOT	**Local Offset - Spine Dot Engine**
1	MR_PR_DOTENG1	**Dot Engine 1 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, 2015.

System Total: $995,000

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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. 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"). Seller shall not be bound by, and specifically objects to, any terms, conditions or other provisions which are different from or in addition to the provisions of this Agreement (even if provided to Seller concurrently with this Agreement), unless Seller specifically agrees to any such provision in a writing signed by Seller. Neither Seller's lack of objection to any such terms, nor delivery of the Products or provision of any services hereunder, shall constitute the agreement of Seller to any such terms. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. 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.

1.3 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, the Products may have received mechanical, electrical and/or cosmetic reconditioning, as needed, and will comply with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the sale of such Products to Purchaser cannot be guaranteed and is subject to continuing availability at the time Purchaser accepts Seller's offer to sell the Products. If the Products are no longer available, Seller will use its best efforts to identify other products in its inventory that may be suitable for purchase by Purchaser, and 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.

1.4 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 of Purchaser, in order to eliminate the need for Purchaser to issue a separate purchase order to the manufacturer of the products, (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) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party, (f) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer, as well as any applicable laws, rule and regulations; and (g) the manufacturer, and not Seller, is solely responsible for any required installation, testing, validation, tracking, product recall, warranty service, maintenance, support, and complaint handling, as well as 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 are based on U.S. dollars, and include standard and customary packaging. F.O.B. terms are set forth in Section 6.2 hereof. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. 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.

2.3 Escalation. Unless otherwise agreed to in writing, except as to Products to be delivered within six (6) months of Seller's acceptance of Purchaser's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

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 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, Seller's payment terms are 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. All amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser shall pay all such amount in lawful money of the United States. 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 within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. 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 or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a 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, then the Products shall be deemed installed upon delivery and the balance of payments shall be due no later than thirty (30) days from the delivery date regardless of the actual 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 due Seller within ten (10) days of receipt of written notice of non-payment from Seller; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; (iii) a default by Purchaser under any other obligation to or agreement with Seller or Siemens Financial Services, Inc., or any assignee of the foregoing (e.g., a promissory note, lease, rental agreement, license agreement or purchase contract); or (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser (including any assignment by Purchaser for the benefit of creditors). 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 without notice, demand, or period of grace; (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 enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (e) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (f) 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 (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (g) 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, expenses of title search, all court costs and other legal expenses) incurred thereby; and (h) 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 procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Products provided under this Agreement, including any export license requirements. Purchaser agrees that such 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 such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. **PURCHASER AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT 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 pursuant to the payment terms set forth herein. 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. Seller shall make every reasonable effort to meet the agreed upon delivery date(s), but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

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; title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of the installation.

(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 a claim against the carrier.

7. SECURITY INTEREST/FILING

7.1 Purchaser grants to Seller a security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser hereby (i) authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. 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 noncancellable 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 shall have 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 government or compliance with any governmental rules or regulations, 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, the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.6 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for 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 Equipment 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's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair 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 noncomplying 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 the warranty set forth in Section 10.1. 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 attached hereto and incorporated herein by reference, nor to products or parts thereof supplied by Purchaser.
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 ATTACHED PRODUCT WARRANTY COVERING THE APPLICABLE PRODUCT CATEGORY. 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 ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ANY DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY PRODUCT, 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 attached Product Warranty, the terms of the attached 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 (INCLUDING NEGLIGENCE), 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 covered hereby 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 12.4 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 Trade Unions. In the event that a trade union, or unions, or other local labor conditions prevent Seller from performing the above work with its own employees or contractors, then Purchaser shall either make all required arrangements with the trade union, or unions, to permit Seller to complete the work or shall provide the personnel, at Purchaser's sole cost and expense. Moreover, any additional cost incurred by Seller and related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of the Products to existing wiring.
12.4 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 thereon 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, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed, unknown or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any asbestos or other 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.
12.5 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.
12.6 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. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates:

(a) Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.

(b) Seller shall then, at its own expense, defend or 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 and should a claim be made that such Products infringe the rights of any third party under patent, copyright or otherwise, then Purchaser shall indemnify, defend and hold Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith.

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 are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.
14.2 For all goods purchased hereunder 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 Diagnostic/Maintenance Software is not included under Section 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement, and may be subject to a separate licensing fee.
14.4 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. ENGINEERING CHANGES
15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT
16.1 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other and 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. Seller shall have no obligations under this Agreement to any assignee of Purchaser that is not approved by Seller in advance.

17. COSTS AND FEES
17.1 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.

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

19. GOVERNING LAW; WAIVER OF JURY TRIAL
19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
19.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.

20. COST REPORTING
20.1 Purchaser agrees that it will fully and accurately account for and report in all cost reports and otherwise fully and accurately disclose to federal and state health care program payors and fully and accurately reflect where and as appropriate to the applicable reimbursement methodology, all services and other items, including any and all discounts, received from Seller under this Agreement, in compliance with all applicable laws, rules and regulations, including but not limited to the Social Security Act and implementing regulations relating to Medicare, Medicaid and other federal and state health care reimbursement programs.

21. INTEGRATION
21.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the 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.

22. SEVERABILITY; HEADINGS
22.1 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 will have no substantive effect.

23. WAIVER
23.1 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.

24. NOTICES
24.1 Any notice or other communication under this Agreement shall be deemed properly given if given 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. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

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

26. END USER CERTIFICATION
26.1 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).

03/2012 Rev

SIEMENS
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Stuart Waddey - (919) 605-9227

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).**
3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto. If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.
4. PROPRIETARY PROTECTION AND CONFIDENTIALITY: Ownership of and title to the Software and Documentation and all copies, in any form, licensed under this Schedule are and will remain in Licensor or its suppliers at all times. Licensee shall not (i) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by Licensor, (ii) reproduce or modify any Software or Documentation or copy thereof, (iii) reverse assemble, reverse engineer or decompile any Software, or copy thereof, in whole or in part (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), (iv) sell, transfer or otherwise make available to others the Software or Documentation, or any copy thereof, except as expressly permitted by this Schedule, or (v) apply any techniques to derive any trade secrets embodied in the Software or Documentation. Licensee shall take all appropriate actions to ensure that: (i) the Software does not leave the Designated Unit's equipment location as set forth above, (ii) the Software is not copied by Licensee or any third parties, and (iii) the Software is not used in any equipment other than the Designated Unit. Licensee shall secure and protect the Software and Documentation and copies thereof from disclosure and shall take such actions with its employees and other persons who are permitted access to the Software or Documentation or copies as may be necessary to satisfy Licensee's obligations hereunder. Prior to disposing of any computer medium, computer memory or data storage apparatus, Licensee shall ensure that all copies of Software and Documentation have been erased therefrom or otherwise destroyed. In the event that Licensee becomes aware that any Software or Documentation or copies are being used in a manner not permitted by the license, Licensee shall immediately notify Licensor in writing of such fact and if the person or persons so using the Software or Documentation are employed or otherwise subject to Licensee's direction and control, Licensee shall use reasonable efforts to terminate such impermissible use. Licensee will fully cooperate with Licensor so as to enable Licensor to enforce its proprietary and property rights in the Software. Licensee agrees that, subject to Licensee's reasonable security procedures, Licensor shall have immediate access to the Software at all times and that Licensor may take immediate possession thereof upon termination or expiration of the associated license or this Schedule. Licensee's obligations under this paragraph shall survive any termination of a license, the Schedule or the Agreement.
5. UPDATES AND REVISIONS: During the warranty period or under a separate service contract or software update subscription, revised or updated versions of the Software licensed under this Schedule may be made available, at Licensor's option, to Licensee to use or to test while Licensee continues use of a previous version. Licensee has the right to decide whether to install any such revised or updated versions or to continue use of the previous version after giving due regard to the United States Food and Drug Administration rules and regulations. However, Licensee shall pay Licensor for any services necessitated by any modifications of the Software by Licensee or by Licensee's failure to utilize the current non-investigational version of the Software provided by Licensor. Software updates that provide new features or capabilities or that require hardware changes will be offered to Licensee at purchase prices established by Licensor. Licensor retains the sole right to determine whether an update represents an enhancement of a previously purchased capability or a new capability for which the Licensee will be charged. In addition, some updates may require Applications Training performed by Licensor's personnel that will be offered at Licensor's prevailing rates. Licensor retains the sole right to determine whether an update requires such training.
6. DELIVERY, RISK OF LOSS AND TITLE: Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation licensed hereunder shall be delivered on or about the delivery date stated in the Agreement unless a separate delivery date is agreed upon. If Software or Documentation licensed hereunder is lost or damaged during shipment from Licensor, Licensor will replace it at no charge to Licensee. If any Software or Documentation supplied by Licensor

and licensed hereunder is lost or damaged while in the possession of Licensee, Licensor will replace it at Licensor's then current applicable charges, if any, for materials, processing and distribution. Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation, in any form, and all copies made by Licensee, including partial copies, and all computer media provided by Licensor are and remain the property of Licensor or its supplier. Licensee has no right, title or interest in the Software, the Documentation, or any computer media provided by Licensor, or copies, except as stated herein, and ownership of any such Software, Documentation and computer media shall at all times remain with Licensor or its suppliers.

7. LICENSE TRANSFER: The Software and Documentation, and the license hereunder, may not be assigned, transferred or sublicensed except as hereinafter provided. Upon the sale or lease of the Designated Unit to a third party, Licensee may transfer to such third party, with Licensor's written consent and in accordance with Licensor's then current policies and charges, the license to use the Software and Documentation hereunder, together with the Software, the Documentation, the computer media provided by Licensor, and all copies provided that: (i) Licensee notifies Licensor in writing of the name and address of such third party; (ii) such third party agrees in a written instrument delivered to Licensor to the terms of this Schedule; and (iii) Licensee does not retain any copies of the Software or Documentation in any form.

8. WARRANTIES: Licensor warrants that for the warranty period provided by Licensor under the attached Terms and Conditions of Sale, if any, the Software shall conform in all material respects to Licensor's published specifications as contained in the applicable supporting Documentation. This paragraph replaces Paragraphs 10.1 and 10.4 of any such Terms and Conditions of Sale with respect to the Software and Documentation. Such Documentation may be updated by Licensor from time to time and such updates may constitute a change in specification. Licensee acknowledges that the Software is of such complexity that it may have inherent or latent defects. As Licensee's sole remedy under the warranty, Licensor will provide services, during the warranty period, to correct documented Software errors which Licensor's analysis indicates are caused by a defect in the unmodified version of the Software as provided by Licensor. Licensor does not warrant that the Software will meet Licensee's requirements, or will operate in combinations which may be selected for use by Licensee, or that the operation of the Software will be uninterrupted or error free. Licensee is responsible for determining the appropriate use of and establishing the limitations of the Software and its associated Documentation as well as the results obtained by use thereof.

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Revised 03/15/05

SIEMENS
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Stuart Waddey - (919) 605-9227

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 trade-in equipment is denied past 14 days post-turnover, then Purchaser shall pay to Seller a rental fee in the amount 10% 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 must be received by Seller 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.

VH2868

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") effective September 15th, 2014 ("Effective Date") is entered into by and between **Siemens Medical Solutions USA, Inc.** ("Business Associate"), and **Vidant Health** ("Covered Entity"). Business Associate and Covered Entity shall each be referred to herein as a "Party" and together as the "Parties".

The Parties have entered into an agreement or wish to enter into an agreement (the "Underlying Agreement") under which Business Associate may use and/or disclose Protected Health Information ("PHI") in its performance of the Services described below. The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Standards for Security of Electronic Protected Health Information (the "Security Rule) under the Health Insurance Portability and Accountability Act of 1996, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (known as the "Administrative Simplification provisions") and the Health Information Technology for Economic and Clinical Health Act ("HITECH" and hereinafter the Privacy Rule, the Security Rule, the Administrative Simplification provisions, HITECH, rules pursuant thereto, and amendments and modifications thereof, including any that are subsequently adopted, will be collectively referred to as "HIPAA"). This Agreement, in conjunction with HIPAA, sets forth the terms and conditions pursuant to which PHI (electronic and non-electronic) that is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, will be handled between Business Associate and Covered Entity and with third parties during the term of the Underlying Agreement and after its termination. The Parties agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PHI

1.1 Services. Pursuant to the Underlying Agreement, Business Associate provides services ("Services") for Covered Entity that may involve the use and disclosure of PHI. All such PHI is the property of the Covered Entity and shall be subject to this Agreement. Except as otherwise specified herein, Business Associate may make any and all uses of PHI necessary to perform its obligations under the Underlying Agreement. All other uses not authorized by this Agreement are prohibited. Moreover, Business Associate may disclose PHI for the purposes authorized by this Agreement only (i) to its employees, subcontractors and agents, in accordance with Section 2.1(d), or (ii) as otherwise permitted by or as required by HIPAA.

1.2 Business Activities of Business Associate. Unless otherwise limited herein and if such use or disclosure of PHI would not violate HIPAA if done by the Covered Entity, Business Associate may:

a. use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate provided that such uses are permitted under state and federal confidentiality laws.

b. disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that Business Associate represents to Covered Entity, in writing, that (i) the disclosures are required by law, as provided for in 45 C.F.R. § 164.103 or (ii) Business Associate has received from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. § 164.504(e)(4) and § 164.314, and the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity. For purposes of this Agreement, data aggregation services means the combining of PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

2.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate hereby agrees to do the following:

a. Not use or disclose PHI other than as permitted or required by the Agreement or as required by law, rule or regulation or by any accrediting organization to whom Covered Entity is required to disclose such PHI under this Agreement, the Underlying Agreement (if consistent with this Agreement and HIPAA) or HIPAA;

b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

c. Report, in writing, to Covered Entity within ten (10) business days any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any "security incident" (as such term is defined in the Privacy Rule and the Security Rule) of which it becomes aware, and reasonably cooperate with the Covered Entity in any investigation, mitigation or breach reporting efforts;

d. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any improper or unauthorized use or disclosure of PHI;

e. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

f. Business Associate shall not create, receive, maintain, transmit, use or disclose PHI outside of the United States without the written consent of Covered Entity, except Business Associate may provide temporary remote access to PHI outside the United States for its personnel, subcontractors or agents solely as necessary to carry out the services in the Underlying Agreement(s), and Business Associate shall ensure that, if PHI is accessed outside the United States, that its employees, subcontractors or agents will comply with all U.S. laws governing PHI, and that Business Associate otherwise remains fully bound by all obligations herein to ensure that all required security safeguards are implemented to appropriately protect the confidentiality, availability, and integrity of any such PHI;

g. Comply with any requests for restrictions on certain disclosures of PHI pursuant to 45 CRF 164.522 to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity;

h. Within ten (10) business days of a request of Covered Entity, make available PHI in a designated record set, if applicable, to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524, provided that the PHI in Business Associate's possession constitutes a Designated Record Set and Business Associate has been specifically engaged by Covered Entity to so maintain and service such PHI on behalf of Covered Entity.

i. Notify Covered Entity within ten (10) business days of any request received from an individual for an amendment, and, within ten (10) business days, make any amendment(s) to PHI or make available to Covered Entity to make amendment(s), as applicable, in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526 provided that the PHI in Business Associate's possession constitutes a Designated Record Set and Business Associate has been specifically engaged by Covered Entity to so maintain and service such PHI on behalf of Covered Entity.

j. As applicable, maintain and make available to Covered Entity within ten (10) business days of a request of Covered Entity the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

k. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

l. Upon request, cooperate with and make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules including without limitation 45 CFR 164.502(b) and limits regarding limited data sets set forth in 45 CFR 164.514.

m. Comply with minimum necessary requirements under the HIPAA Rules.

n. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

2.2 Responsibilities of Covered Entity. With regard to the use and/or disclosure of PHI by Business Associate, Covered Entity hereby agrees:

a. to inform Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose PHI, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. to notify Business Associate, in writing and in a timely manner, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may impact in any manner the use and/or disclosure of PHI by Business Associate under this Agreement. Except if Business Associate will use or disclose PHI for (and the Underlying Agreement includes provisions for) data aggregation or management and administration and legal responsibilities of Business Associate, Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA if done by the Covered Entity.

3. TERMINATION

a. Termination Rights. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, notwithstanding anything in this Agreement or the Underlying Agreement to the contrary, Covered Entity shall have the right to either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation and

terminate this Agreement and the Underlying Agreement if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, but in no event less than thirty (30) days; or

(ii) Immediately terminate this Agreement and the Underlying Agreement if cure is not possible.

b. Obligations of Business Associate upon Termination. Upon Termination of this Agreement or the Underlying Agreement, Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(I). Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for Business Associate to return or destroy said PHI, Business Associate will notify Covered Entity in writing and the Covered Entity may disagree with Business Associate's determination. Said notification shall include: (i) a statement that Business Associate has determined that it is not feasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

4. MISCELLANEOUS

4.1 Business Associate. For purposes of this Agreement, Business Associate shall include the named Business Associate herein. However, in the event that Business Associate is otherwise a Covered Entity under HIPAA, that entity may appropriately designate a health care component of the entity, pursuant to 45 C.F.R. § 164.504(a), as Business Associate for purposes of this Agreement.

4.2 Survival. The respective rights and obligations of Business Associate and Covered Entity under this Agreement, shall survive termination of this Agreement indefinitely.

4.3 Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

4.4 Indemnification. To the fullest extent permitted by law, each Party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party and its officers, directors, employees, and agents (collectively, the "Indemnified Party") from and against all third party claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, reasonable attorney's fees, defense costs, costs related to mitigation and equitable relief), for any damage or loss incurred by the Indemnified Party to the extent arising out of, resulting from, or attributable to any Breach of Unsecured PHI and/or State Breach caused by the Indemnifying Party, its subcontractors or its agents. This provision shall survive the expiration or termination of this Agreement.

4.5 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

4.6 No Third Party Beneficiaries. Except as expressly stated herein or in the HIPAA Rules, nothing in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

4.7 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given in the Underlying Agreement.

4.8 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

4.9 Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

4.10 Changes in Law. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws. The parties further recognize that this Agreement may become subject to amendments in such laws and regulations and to new legislation. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this set forth in an executed written agreement within thirty (30) days of receipt

of notice from one party to the other party setting forth the proposed changes, then either party may, by giving the other an additional sixty (60) days written notice, terminate this Agreement, unless this Agreement would terminate earlier by its terms. In the event amendments or changes in existing law, general instructions, or new legislation, rules, regulations, or decisional law preclude or substantially preclude a contractual relationship between the parties similar to that expressed in this Agreement, then, under such circumstances, where renegotiation of the applicable terms of this Agreement would be futile, either party may provide the other at least sixty (60) days advance written notice of termination of this Agreement, unless this Agreement would terminate earlier by its terms. Upon termination of this Agreement as hereinabove provided, neither party shall have any further obligation hereunder except for (i) obligations occurring prior to the date of termination, and (ii) obligations, promises or covenants contained herein which are expressly made and intended to extend beyond the term of this Agreement.

4.11 Construction of Terms. The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the Privacy Rule issued by the Department of Health and Human Services of the Office of Civil Rights from time to time.

4.12 Contradictory Terms. Any provision of the Underlying Agreement that is directly contradictory to one or more terms of this Agreement ("Contradictory Term") shall be superseded by the terms of this Agreement as of the Effective Date of this Agreement to the extent and only to the extent of the contradiction, only for the purpose of the Covered Entity's compliance with HIPAA and only to the extent that it is reasonability impossible to comply with both the Contradictory Term and the terms of this Agreement.

4.13 Minimum Standards. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI.

4.14 Governing Law. This Agreement and any Underlying Agreement shall be governed by North Carolina law notwithstanding any conflicts of law provisions to the contrary.

5. DEFINITIONS.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Specific definitions include:

a. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the party defined on the first page of this Agreement as the "Business Associate".

b. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the party defined on the first page of this Agreement as the "Covered Entity".

c. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

d. Electronic Protected Health Information or Electronic PHI. PHI which is created in, transmitted by, or maintained in Electronic Media (as defined in the HIPAA Security and Privacy Rule).

e. Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.

f. Security Rule. Security Rule shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR Parts 160, 162, and 164.

g. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

Covered Entity – Vidant Health

By: _____

Print Name: Jane F. Mullen

Print Title: CAO

Date: 9-23-14

BUSINESS ASSOCIATE

By: _____

Print Name: _____

Print Title: _____

Business Associate – Siemens Medical Solutions USA, Inc.

By: _____

Print Name: Manuel Niebla

Print Title: VP & GM, Southeast

Date: 9/30/14

By: _____

Print Name: Robert C. Ferrero

Print Title: VP Finance, Southeast

Date: 9/30/14

BUSINESS ASSOCIATE

By: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

SIEMENS
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Stuart Waddey - (919) 605-9227

MR Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**	
MR System (not including consumables)	12 months	Full Warranty (parts & labor)	

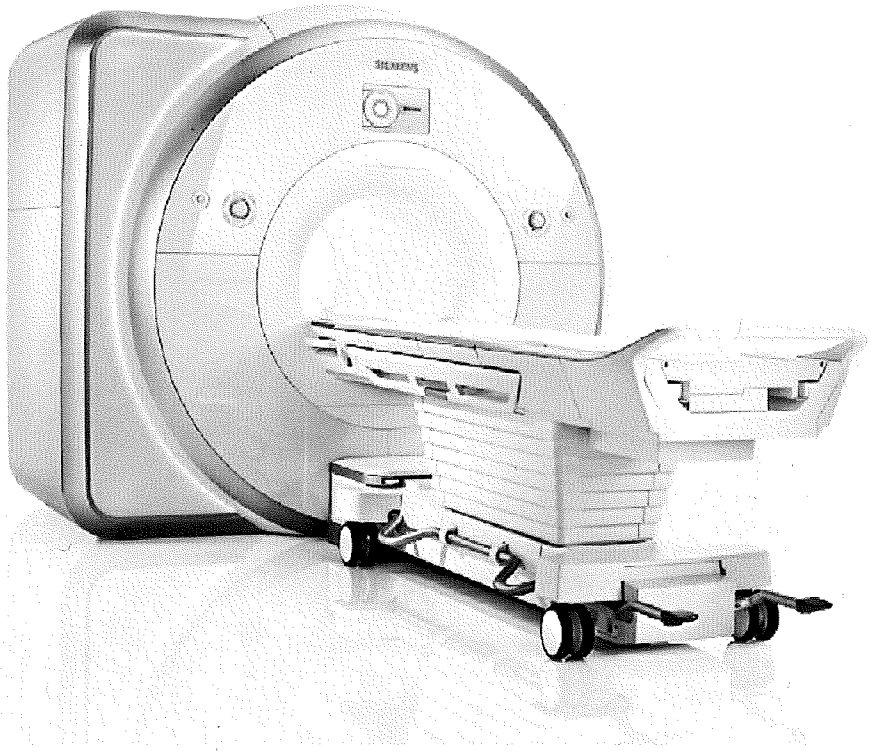
Post-Warranty (after expiration of system warranty) – Replacement parts only!			
Magnet	12 months	Parts only	
Spare Parts	6 months	Parts only	
Consumables	Not Covered		

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.

SIEMENS

MAGNETOM AERA 1.5T
TYPICAL ROOM PLAN



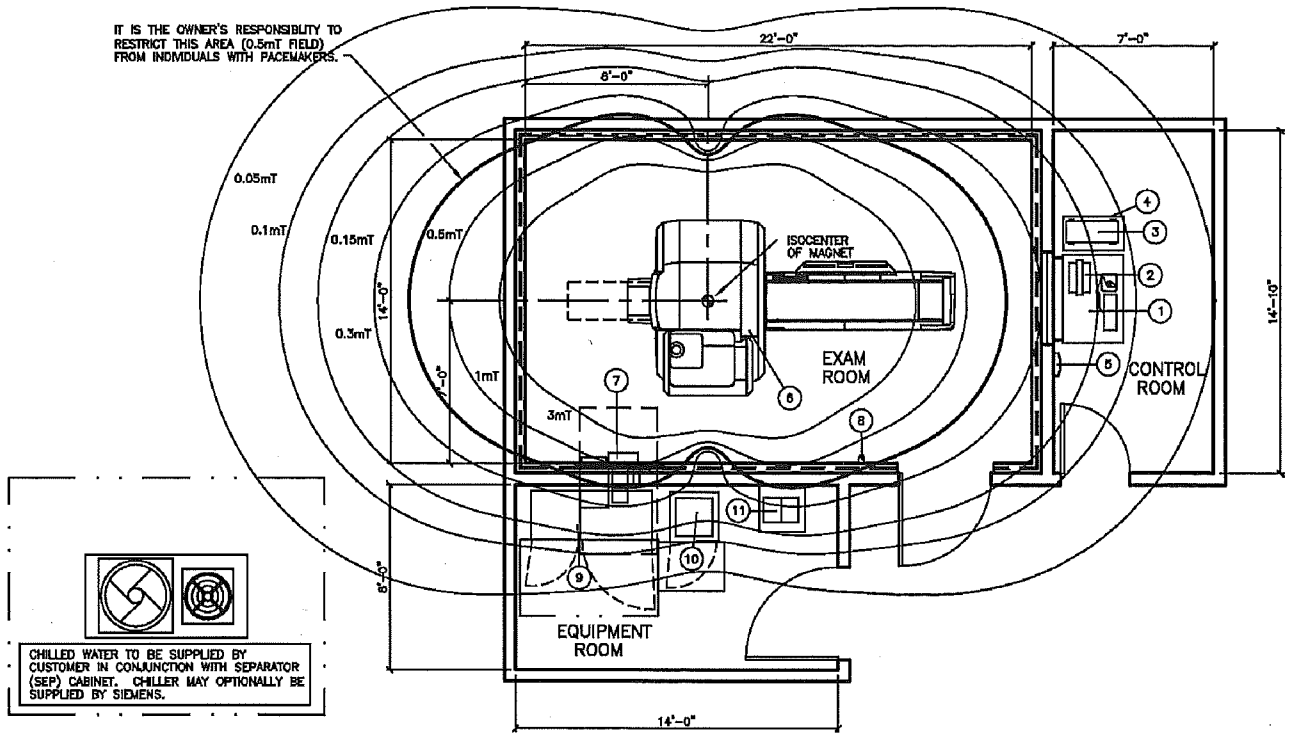
The intended use for this Cut Sheet is to communicate the spatial requirements as well as the basic architectural, electrical, structural, and mechanical requirements for this piece of imaging equipment. The information provided in this document is for reference only, during the pre-planning stage, and therefore does not contain any site specific detailed requirements. This information is subject to change without notice. Federal, state and/or local requirements may impact the final placement of the components. It is the customer's responsibility to ensure that the final layout and placement of the equipment complies with all applicable requirements.

SIEMENS

FOR REFERENCE ONLY,
NOT FOR CONSTRUCTION.

MAGNETOM AERA 1.5T

TYPICAL ROOM PLAN



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

EQUIPMENT LEGEND

NO	DESCRIPTION	SMS SYM	WEIGHT (LBS)	BTU/HR TO AIR	DIMENSIONS (INCHES) W	D	H	REMARKS
(1)	MRC OPERATING CONSOLE AND KEYBOARD	MK	132	---	45 11/16	35 1/4	28 3/8	
(2)	COLOR MONITOR FOR MRC		22	239	18 5/16	16 15/16	4 3/4	ON CONSOLE/COUNTER
(3)	HOST PC MRC	PC	49	2,389	11	27	18 1/8	
(4)	CONTAINER FOR HOST 500		238	---	19 5/8	31 1/2	28 3/8	
(5)	ALARM BOX	AB	2	---	9	4	9	
(6)	1.5T MAGNET WITH COVERS AND PATIENT TABLE	B	10,093	3,415	91	170	86	
(7)	RF-FILTER PLATE	F1	285	853	46 1/2	21 3/4	21 1/2	
(8)	MAGNET STOP	MS	1	---	3	5	3	
(9)	ELECTRONICS CABINET (GPA/EPC CABINET)	GPA	3,307	13,649	61 1/2	26	77 1/2	
(10)	SEP CABINET	SEP	750	3,415	25 5/8	25 5/8	73 5/8	
(11)	POWERWARE 9130 UPS WITH EBM (OPTION)	UPS	186	1,257*	16 7/8	12 7/8	16 1/4	*1,755 ON BATTERIES

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MAGNETOM AERA 1.5T

SPECIFICATIONS

POWER REQUIREMENTS

VOLTAGE RANGE: 480 VAC ±10% FOR ALL LINE AND LOAD CONDITIONS.
VOLTAGE BALANCE: 2% MAXIMUM DIFFERENCE BETWEEN PHASES

FREQUENCY:	60 Hz ± 1.0 Hz
LINE IMPEDENCE:	95 mOHMS
STAND BY POWER CONSUMPTION	9.0 kW
TYPICAL POWER CONSUMPTION DURING EXAM	20.1 KW
CONNECTION VALUE (LESS THAN 5 MINUTES)	110 KVA
MOMENTARY POWER	140 KVA
RECOMMENDED TRANSFORMER	150 KVA
MR SYSTEM OVERCURRENT PROTECTION	150 AMPS
RECOMMENDED UPS	160 KVA
UPS SYSTEM OVERCURRENT PROTECTION	250 AMPS
MAX. ALLOWABLE VOLTAGE DROP AT MAX. POWER	6.0%

POWER REQUIREMENTS

DEMAND AND CAPACITY REQUIREMENTS NOTES

1) IF EQUIPMENT UPGRADE IS ANTICIPATED, INSTALLING ELECTRICAL POWER TO MEET THE REQUIREMENTS OF THE HIGHER POWER GRADIENT PACKAGE AT THE TIME OF INITIAL INSTALLATION WILL REDUCE THE COST TO UPGRADE THE ELECTRICAL SYSTEM LATER.

2) RECOMMENDED TRANSFORMER SIZE (SYSTEM WITHOUT UPS) IS BASED ON INDUSTRY STANDARD ISOLATION TRANSFORMER KVA RATINGS. SOURCE IMPEDANCE FEEDING THE MAGNETOM SYSTEM, INCLUDING ANY ISOLATION TRANSFORMERS, MUST MEET EQUIPMENT REQUIREMENTS AS LISTED HERE. SIEMENS RECOMMENDS A TRANSFORMER WITH COPPER WINDINGS, AN ELECTRO-STATIC SHIELD, AND A LOW IMPEDANCE (<3%) TO ENSURE THAT SOURCE IMPEDANCE REQUIREMENTS ARE MET.

3) OVERCURRENT PROTECTION IS SPECIFIED FOR SYSTEMS WITHOUT AN UNINTERRUPTIBLE POWER SUPPLY (UPS). ADDITION OF A UPS REQUIRES A HIGHER CAPACITY MAINS CONNECTION (DEPENDENT UPON UPS MODEL AND SIZE).
MAXIMUM FAULT CURRENT IS DEPENDENT UPON THE IMPEDANCE OF THE FACILITY ELECTRICAL SYSTEM. CUSTOMER'S ARCHITECT OR ELECTRICAL CONTRACTOR TO SPECIFY AIC RATING OF OVERCURRENT PROTECTION BASED ON FACILTY IMPEDANCE CHARACTERISTICS.

4) MOMENTARY POWER IS BASED ON A MAXIMUM RMS VALUE FOR A PERIOD NOT TO EXCEED FIVE (5) SECONDS, AS DEFINED IN NEC 517.2. STAND-BY AND AVERAGE CURRENT ARE SUBSTANTIALLY LOWER.

5) THE CONDUCTOR SIZE SHOULD BE SELECTED TO MEET THE VOLTAGE DROP REQUIREMENTS, TAKING INTO CONSIDERATION THE MAINS CAPACITY, RUN LENGTH, AND ANY ADDITIONAL TRANSFORMERS USED TO OBTAIN THE PROPER EQUIPMENT VOLTAGE LEVEL. NEMA STANDARD XR-9-1989 (R1994,R2000) PROVIDES GENERAL GUIDELINES FOR SIZING CONDUCTORS, TRANSFORMERS, AND ELECTRICAL SYSTEMS FOR MEDICAL IMAGING SYSTEMS.

6) LONG-TIME POWER IS BASED ON THE HIGHEST AVERAGE RMS VALUES FOR A PERIOD EXCEEDING 5 MINUTES DURING CLINICAL SYSTEM OPERATION, AS DEFINED IN NEC 517.2.

7) A CIRCUIT BREAKER WITH A HIGH INRUSH RATING (>8x RATED CURRENT) IS REQUIRED TO PERMIT SWITCH-ON OF THE UPS SYSTEM WITHOUT SPURIOUS TRIPPING. CIRCUIT BREAKERS WITH AN ADJUSTABLE MAGNETIC TRIP (SIEMENS FD6 SERIES OR SIMILAR) ARE HIGHLY RECOMMENDED.

NOISE LEVELS

SYSTEM ROOM	NOISE LEVEL / dB(A)
CONTROL ROOM	<55
EXAMINATION ROOM	86.1 dB(A) - 8 HOUR AVERAGE 108.2 dB(A) MAXIMUM
EQUIPMENT ROOM	<65

IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT ALL LOCAL/ STATE/OSHA NOISE REGULATIONS ARE ADHERED TO. ADDITIONAL NOISE DATA MAY BE PROVIDED BY SIEMENS PROJECT MANAGER UPON REQUEST.

CEILING HEIGHTS

EXAM ROOM 7'-11" MINIMUM
CONTROL ROOM 6'-11 MINIMUM
EQUIPMENT ROOM 7'-3" MINIMUM

REMOTE SYSTEM DIAGNOSTICS

SIEMENS REMOTE SERVICES (SRS) REQUIRES A CONNECTION BETWEEN THE SRS REMOTE SERVER AND SIEMENS SYSTEMS VIA REMOTE LOCAL AREA NETWORK ACCESS, TO ENSURE THE UPTIME OF YOUR SYSTEM.

THIS SERVICE REQUIRES ONE OF THE FOLLOWING CONNECTION METHODS:
1. (PREFERRED) VPN - WHERE THE CUSTOMER HAS AVAILABLE A VPN CAPABLE FIREWALL OR OTHER VPN APPLIANCE.
2. (OPTIONAL) *SRS ROUTER* - CONNECTED TO ANALOG PHONE LINE VIA *ANALOG MODEM*, ETHERNET CONNECTION TO CUSTOMER'S LAN, AND A POWER OUTLET. NOTE: = *SUPPLIED BY SIEMENS*

FOR MORE INFORMATION

FOR MORE DETAILED PLANNING REQUIREMENTS FOR THIS SYSTEM, SEE THE TYPICAL FINAL DRAWING SET NUMBER: 10023

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MAGNETOM AERA 1.5T
SPECIFICATIONS

CHILLED WATER SUPPLY

A CHILLED WATER SUPPLY IS REQUIRED TO THE MRI SYSTEM 24 HOURS A DAY, YEAR ROUND FOR THE COLD HEAD AND GRADIENT SYSTEMS. THIS CAN BE PROVIDED BY A CENTRAL CHILLED WATER SUPPLY OR A SEPARATE STAND ALONE CHILLER THAT MEETS THE STATED REQUIREMENTS. THE CHILLED WATER CAN ALSO BE SUPPLIED BY A DEDICATED KRAUS ECO CHILLER AND INTERFACE PANEL.

WITHOUT THE USE OF A DEDICATED KRAUS CHILLER, A SEP (SYSTEM SEPARATOR CABINET), MUST BE INCLUDED WITH THE SIEMENS ORDER. THE PIPE SIZE BETWEEN THE KRAUS CHILLER AND INTERFACE PANEL, OR BETWEEN THE WATER SUPPLY AND SEP MUST BE 2 INCH UP TO 82 FEET, 2-1/2 INCH UP TO 148 FEET, CONSULT FOR LONGER PIPE. PERMISSIBLE MATERIALS THAT CAN BE USED FOR THE PIPING ARE: STAINLESS STEEL (V2A, V4A), NON-FERROUS METAL (COPPER, BRASS), SYNTHETIC MATERIAL, PLASTICS, BRAZING SOLDER, HARD SOLDER, OR FITTING SOLDER TYPE 3 AND 4. THERE ARE MATERIALS THAT MAY CAUSE DAMAGE TO THE COOLING SYSTEM AND CANNOT BE USED, THESE MATERIALS ARE ALUMINUM, IRON, CARBON STEEL, ZINC, ZINC PLATED STEEL, OR STANDARD STEEL PIPES.

THESE REQUIREMENTS ARE REQUIRED FOR NEW INSTALLATIONS, IF EXISTING WATER PIPES COMPLY WITH SIEMENS WATER SPECIFICATIONS, THEY DO NOT NEED TO BE REPLACED.

NORMAL TAP WATER MUST BE AVAILABLE FOR FILLING THE SECONDARY WATER CIRCUIT. THERE SHALL BE A HOSE BIB LOCATED WITHIN 65' OF THE SEP, IFP, ACC OR THE KRAUS CHILLER.

THE SUPPLY AND RETURN CHILLED WATER PIPES MUST BE LABELED. THE LOCATION OF THE LABELS MUST BE AT ALL CONNECTION AND REFILLING POINTS AND MUST CONTAIN FLOW DIRECTION AND CONTENTS.

ENVIRONMENTAL REQUIREMENTS

1) AIR CONDITIONING IS TO PROVIDE A TEMPERATURE OF 70°F ±5°F IN THE EXAM ROOM, 70°F±10°F IN THE EQUIPMENT & CONTROL AREAS, RELATIVE HUMIDITY OF 40-60% (NON-CONDENSING) IS REQUIRED EXAMINATION ROOM AND 40-80% (NON-CONDENSING) IN ALL OTHER AREAS WHERE SIEMENS EQUIPMENT IS INSTALLED. THESE CONDITIONS ARE TO BE MET AT ALL TIMES; 24 HOURS A DAY, 7 DAYS A WEEK.

2) A DEDICATED AIR CONDITIONING AND HUMIDIFICATION SYSTEM IS RECOMMENDED FOR THE EXAM ROOM. A MINIMUM AIR EXCHANGE RATE OF 6 TIMES PER HOUR FOR THE EXAM ROOM IS REQUIRED. IT IS RECOMMENDED TO INSTALL A FRESH AIR SYSTEM WITH 30%-50% FRESH AIR INTAKE.

AIR SUPPLY AND RETURN ABOVE THE FINISHED CEILING IN THE EXAM ROOM IS RECOMMENDED. EACH ROOM SHOULD HAVE A DEDICATED CONTROL AND SENSOR TO MONITOR AND ADJUST THE AIR.

3) THE HEAT INTO THE EXAM ROOM IS LESS THAN 10,236 BTU/HR. THE HEAT INTO THE EQUIPMENT ROOM IS LESS THAN 3,412 BTU/HR. THIS HEAT DISSIPATION IS FROM THE SIEMENS EQUIPMENT ONLY, AUXILIARY SUPPORT EQUIPMENT (ie UPS) AND LIGHTING MUST BE CONSIDERED FOR TOTAL HEAT LOADS.

4) IT IS IMPORTANT FOR FRESH AIR INTAKE SYSTEMS TO EXHAUST AIR DIRECTLY OUT OF THE BUILDING. THE EXHAUST AIR MUST NOT BE DEFLECTED INTO ANOTHER ROOM. THE MAGNET ROOM EXHAUST AIR SHOULD BE INSTALLED AT LEAST 6'-6" ABOVE FINISHED FLOOR.

5) THE AIR INTAKE OF THE AIR CONDITIONING SYSTEM MUST NOT BE LOCATED IN THE VICINITY OF THE QUENCH VENT EXHAUST.

6) IF THE INPUT DRAWS UPON AIR FROM OUTSIDE THE BUILDING, IT IS RECOMMENDED TO INSTALL AN ON-SITE FILTER TO REMOVE DUST PARTICLES GREATER THAN 10 MICRONS.

7) DO NOT LOCATE ANY HVAC DIFFUSERS ABOVE THE MAGNET, THERE SHALL NOT BE AIR BLOWING DIRECTLY ON THE MAGNET.

CHILLED WATER REQUIREMENTS

WATER REQUIREMENTS TO BE MEASURED AT THE SEP CABINET.

FLOW RATE:	23.78-29.05 GPM
WATER TEMPERATURE:	48°F ±4°F
BTU DISCHARGE TO THE WATER	204,729 BTU/HR
WATER PRESSURE	MAXIMUM 87 PSI
LOSS OF PRESSURE FOR SEP CABINET	14.5 PSI MAXIMUM
CHILLED WATER ACIDITY RANGE	6 pH TO 8 pH
CHILLED WATER HARDNESS	<250 ppm CALCIUM CARBONATE
CHLORINE GAS CONCENTRATION	<200 ppm
FILTRATION	500 µm

FOR INSTALLATION OF A KRAUS KSC 215 CHILLER, IT IS THE RESPONSIBILITY OF THE CUSTOMER/MECHANICAL CONTRACTOR TO PROVIDE A MIXTURE OF WATER WITH 35%-38% ETHYLENE GLYCOL PRIOR TO CHILLER START UP. DO NOT USE PROPYLENE GLYCOL OR AUTOMOTIVE ANTI-FREEZE.

THE AMOUNT OF THE MIXTURE MUST FILL THE CHILLER, MR SYSTEM AND PIPING (SUPPLY AND RETURN), SEE EXAMPLES BELOW.

(1) GALLON OF UNDILLUTED GLYCOL, OR (2) GALLONS OF WATER/GLYCOL MIXTURE MUST REMAIN ON SITE FOR USE AFTER START UP.

MIXTURE VOLUME INCLUDING SUPPLY & RETURN+15 GAL. CHILLER & MR

PIPE DIAMETER	TOTAL LENGTH	MIXTURE VOLUME	GLYCOL NEEDED
2"	100'	31.3 GALLONS	11.9 GALLONS
2"	200'	47.6 GALLONS	18.1 GALLONS
2.5"	100'	40.5 GALLONS	15.4 GALLONS
2.5"	200'	66.0 GALLONS	25.1 GALLONS

MIXTURE VOLUME = 3.14 x (PIPE RADIUS)^2 x PIPE LENGTH + 15 GALLONS.
GLYCOL AMOUNT = 35-38% OF MIXTURE VOLUME.

QUENCH VENT NOTES

LIQUID AND GASSEOUS HELIUM ARE USED IN THE OPERATION OF A SUPERCONDUCTING MRI SYSTEM. THE MECHANICAL CONTRACTOR SHALL PROVIDE A VENT, ACCORDING TO SIEMENS SPECIFICATIONS, TO EXHAUST GASSEOUS HELIUM FROM THE MAGNET TO OUTSIDE THE BUILDING. PLEASE SEE THE SIEMENS TYPICAL DRAWINGS FOR DETAILS.

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MAGNETOM AERA 1.5T

SPECIFICATIONS

PROTECTING THE ENVIRONMENT

PROTECTING THE IMMEDIATE ENVIRONMENT FROM THE EFFECT OF THE MAGNETIC FIELD REQUIRES CONSIDERATION. INFORMATION STORED ON MAGNETIC DATA CARRIERS SUCH AS DISKS, TAPES, AND CREDIT CARDS MAY BE ERASED IF IN CLOSE PROXIMITY. CAUTION WITH REGARD TO HEART PACEMAKERS MUST BE EXERCISED. MOST PACEMAKER UNITS EMPLOY A REED RELAY WHICH MAY CHANGE OPERATING MODE WHEN EXPOSED TO AN EXTERNAL MAGNETIC FIELD. THEREFORE, PACEMAKER USERS MUST BE KEPT AT A SPECIFIED DISTANCE FROM THE MAGNET WHICH IS DETERMINED BY THE MAGNETIC FIELD STRENGTH.

PROTECTING THE MAGNETIC FIELD

THE SIEMENS MAGNETOM UTILIZES A SUPERCONDUCTIVE MAGNET WITH AN EXTREMELY HOMOGENEOUS FIELD WITHIN THE MAGNET TO PROVIDE DISTORTION–FREE IMAGING. THE PRESENCE OF FERROMAGNETIC MATERIAL WITHIN THE VICINITY OF THE MAGNET CAN ADVERSELY AFFECT THE UNIFORMITY OF THE USEFUL MAGNETIC FIELD. THIS APPLIES TO STATIONARY FERROUS MATERIAL (STRUCTURAL STEEL) WHICH IS TO BE MINIMIZED. STATIONARY STEEL COMPENSATION MAY BE ACHIEVED BY MAGNET POSITIONING AND SELECTIVE USE OF SHIMS. FIELD DISTORTION ENCOUNTERED BY MOVING FERROMAGNETIC OBJECTS IS MORE DIFFICULT TO COMPENSATE AND MAY REQUIRE THE USE OF MAGNETIC SHIELDING.

MAGNETIC FRINGE FIELDS

MAGNETIC FIELDS MAY AFFECT THE FUNCTION OF DEVICES IN THE VICINITY OF THE MAGNET. THESE DEVICES MUST BE OUTSIDE CERTAIN MAGNETIC FIELDS. THE DISTANCES LISTED ARE FROM THE MAGNET ISOCENTER AND DO NOT CONSIDER ANY MAGNETIC ROOM SHIELDING.

X/Y AND Z AXIS	DEVICES
6'–1" / 9'–2" 3.0mT	SMALL MOTORS, WATCHES, CAMERAS, CREDIT CARDS, MAGNETIC DATA CARRIERS (SHORT–TERM EXPOSURE)
7'–3" / 11'–6" 1.0mT	COMPUTERS, MAGNETIC DISK DRIVES, OSCILLOSCOPES, PROCESSORS
8'–3" / 13'–2" 0.5mT	CARDIAC PACEMAKERS, X–RAY TUBES, INSULIN PUMPS, B/W MONITORS, MAGNETIC DATA CARRIERS (LONG–TERM STORAGE)
9'–9" / 16'–1" 0.2mT	SIEMENS CT SCANNERS
10'–4" / 17'–1" 0.15mT	COLOR MONITORS, SIEMENS LINEAR ACCELERATORS
13'–1" / 22'–3" 0.05mT	X–RAY IMAGE INTENSIFIERS, GAMMA CAMERAS, PET/CYCLOTRON, ELECTRON MICROSCOPES, LINEAR ACCELERATORS

THE OWNER/USER IS TO VERIFY THE LOCATION OF THE 0.5mT FIELD AND ENSURE THAT IT IS MAINTAINED AS A RESTRICTED AREA.

MAGNET SITING REQUIREMENTS

IT MUST BE ENSURED THAT THE MAGNET IS LOCATED SO THAT THE STABILITY AND HOMOGENEITY OF THE MAGNETIC FIELD ARE NOT ADVERSELY AFFECTED BY EXTRANEOUS FIELDS AND STATIC OR DYNAMIC FERROMAGNETIC OBJECTS.

X/Y AND Z AXIS	SOURCE OF INTERFERENCE
3'–6"	STEEL REINFORCEMENT RODS IN FLOOR – MAXIMUM 20 LBS/SQ. FT.
18'–1" / 21'–4"	STRETCHERS UP TO 110 LBS.
13'–1"	A/C CHILLERS
19'–9" / 23'–0"	TRANSPORT DEVICES UP TO 440 LBS.
21'–4 / 26'–3"	VEHICLES UP TO 2,000 LBS.
23'–0" / 31'–3"	ELEVATORS, TRUCKS UP TO 10,000 LBS.
39'–4"/26'–2"	AC TRANSFORMERS LESS THAN 100 KVA
41'–0"/32'–9"	AC TRANSFORMERS LESS THAN 250 KVA
42'–7"/39'–4"	AC TRANSFORMERS LESS THAN 650 KVA
45'–11"/49'–3"	AC TRANSFORMERS LESS THAN 1600 KVA
9'–10"/6'–6"	AC CABLES, MOTORS LESS THAN 100 AMPS
22'–11"/9'–10"	AC CABLES, MOTORS LESS THAN 250 AMPS
131'–2"	ELECTRIC RAILWAY SYSTEMS

FOR IRON OBJECTS LOCATED UP TO 45° FROM THE Z AXIS, THE DISTANCES FOR THE Z AXIS MUST BE USED.
REDUCTION IS POSSIBLE WITH STEEL SHIELDING.

MAXIMUM CABLE LENGTH

THERE ARE 3 DIFFERENT LENGTHS OF CABLE THAT ARE AVAILABLE FOR THE MRI SYSTEM DIFFERENTIATED BY MAXIMUM LENGTHS FROM THE MAGNET TO THE FILTER PANEL (INSIDE) AND FROM THE FILTER PANEL TO THE ELECTRONICS (OUTSIDE).

INSIDE	OUTSIDE
20'	4'
20'	32'
20'	39'

THE VERTICAL DISTANCE FOR CABLE TRAVEL FROM THE FILTER PANEL TO THE CABLE TRAY, AND FROM THE CABLE TRAY TO THE MAGNET MUST BE CONSIDERED.

THE MAXIMUM DISTANCE FROM THE ACC CABINET TO THE CONTROL CONSOLE IS 75 FEET.

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MAGNETOM AERA 1.5T
SPECIFICATIONS

RF SHIELDING

THE EXAMINATION AREA MUST BE SHIELDED TO PROVIDE A REDUCTION OF RADIO FREQUENCY WAVES EMANATING FROM EXTERNAL TRANSMITTERS. THE REQUIRED ATTENUATION IS 90dB IN THE FREQUENCY RANGE OF 15–128 MHz. IF CO–SITING TWO SYSTEMS EACH ROOM SHOULD BE 100 dB. THE RF SHIELD MUST BE TESTED BEFORE AND AFTER MAGNET PLACEMENT IN THE RF ROOM AND AFTER THE SIEMENS RF FILTER PANEL IS INSTALLED.

THE RF–SHIELDING MUST BE INSULATED FROM ALL GROUNDS SUCH THAT THE ONLY GROUND IS THE SINGLE POINT GROUND ON THE OUTSIDE OF THE RF–ROOM WALL. RESISTANCE ≥ 100 OHMS.

ALL ELECTRICAL LINES INTO THE RF ROOM MUST BE ROUTED THROUGH RF FILTERS (PROVIDED BY RF SHIELDING SUPPLIER).
ALL ELECTRICALLY NON–CONDUCTIVE SUPPLY LINES (E.G. FIBER OPTIC CABLES, OR HOSES) INTO THE RF ROOM MUST BE ROUTED THROUGH RF SEALED WAVEGUIDES (PROVIDED BY RF SHIELDING SUPPLIER).

FOR PRESSURE EQUALIZATION PURPOSES THE RF DOOR SHOULD OPEN TO THE OUTSIDE OF THE RF ROOM. AS AN ALTERNATIVE A 24"X24" OPENING IN THE RF ROOM FOR PRESSURE EQUALIZATION IS REQUIRED.

BUILDING VIBRATIONS

VIBRATION OF THE SITE HAS THE ABILITY TO AFFECT THE STABILITY AND HOMOGENEITY OF THE MAGNETIC FIELD. THEREFORE EXTERNAL VIBRATIONS OR SHOCKS AFFECTING THE MAGNET MAY DEGRAGE IMAGE QUALITY. IN THE THREE SPATIAL ORITENTATIONS THE BUILDING MUST NOT EXCEED ACCELERATION OF 0.001m/s or −80dB(g) g=9.81 m/s

THE REQUIREMENT FOR a_{max} IS MEASURED AS MAXIMUM RMS VALUE PER FREQUENCY COMPONENT <0.5Hz IN THE FOURIER TRANSFORMATION OF THE RECORDED SIGNAL (SPECTRUM).

THE VIBRATION LEVEL OF CONTINUOUS VIBRATIONS (CAUSED BY AIR CONDITIONER, COMPRESSOR, ETC.) AT THE LOCATION OF THE MAGNET MUST NOT EXCEED THE SPECIFED VALUES.
FOR ALL NON–CONTINOUS TRANSIENT VIBRATIONS THE FIGURES SHOULD BE MULTIPLIED BY 4 (OR 12dB).

CONTACT SIEMENS PROJECT MANAGER FOR MORE DETAILS.

TRANSPORTING REQUIREMENTS

LARGEST ITEM – MAGNET – 9,566 LBS.

MINIMUM MAGNET DIMENSIONS WITH TRANSPORT WHEELS UNDER MAGNET:

7'–7" HIGH X 7'–7" WIDE X 5'–2" DEEP WITHOUT TABLE SUPPORT, 6'–0" DEEP WITH TABLE SUPPORT.

THE ROOF HATCH/DELIVERY OPENING SHOULD BE 4" LARGER.

TO TRANSPORT THE GPA/EPC CABINET (3,307 POUNDS) A MINIMUM ROOM HEIGHT OF 6'–9" IS REQUIRED, 6'–3" WITH WHEELS REMOVED, 6'–1" WITH WHEELS AND MAINS CONNECTION REMOVED.

Appendix B

Equipment Comparison Table and Brochures

Equipment Comparison

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	MRI Scanner	MRI Scanner
Manufacturer of Equipment	Siemens	Siemens
Tesla Rating for MRIs	1.5	1.5
Model Number	10018165	AERA 48 Channel MRI Scanner
Serial Number	30558	Unknown
Provider's Method of Identifying Equipment	Magnetom Espree	Magnetom Aera
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	n/a	n/a
Mobile Tractor Serial Number/VIN #	n/a	n/a
Date of Acquisition of Each Component	March 2008	
Does Provider Hold Title to Equipment or have a Capital Lease?	Title	n/a
Specify if Equipment Was/Is New or Used When Acquired	new	new
Total Capital Cost of Project(including construction, etc.)	n/a	$1,650,000
Total Cost of Equipment	$1,720,000	$995,000
Fair Market Value of Equipment	$1,720,000	$995,000
Net Purchase Price of Equipment	$1,720,000	$995,000
Locations Where Operated	Vidant Medical Center	Vidant Medical Center
Number Days in Use to be Used in N.C. Per Year	365	365
Percent of Change in Patient Charges (by Procedure)	0	0%
Percent of Change in Per Procedure Operation Expenses(by Procedure)	0	0%
Type of Procedures Currently Performed on Existing Equipment	MRI Imaging Procedures	MRI Imaging Procedures
Type of Procedures New Equipment's Capable of Performing	n/a	MRI Imaging Procedures

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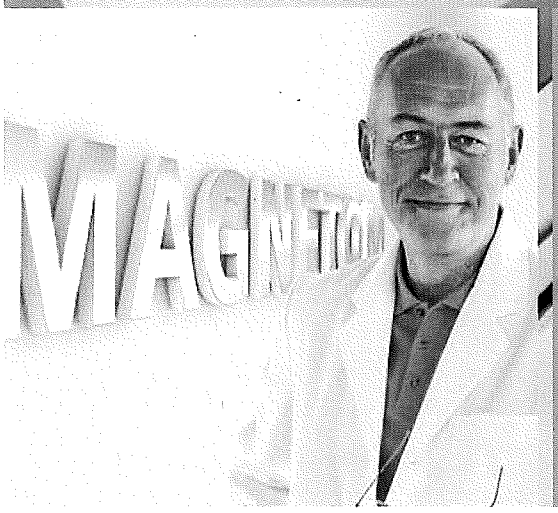
Maximize 1.5T. Every case. Every day.

Answers for life.

Up to 64 independent RF channels.



Leading in excellence.
In your commitment to delivering top of the line MRI services, you realize the need for differentiation in today's healthcare market. You set the trends in clinical MRI, helping you provide more accurate diagnoses and fight the most threatening diseases. Working with the most advanced MRI technology and applications help you differentiate your practice and lead in providing high-quality healthcare.

You are an MRI leader.
Whether you are just beginning to work with MRI or you are at the forefront of research, with Siemens MAGNETOM® MRI systems you can be sure to lead. Let us help you be a leader in your clinical field, your research, your business environment – and achieve our joint goal of advancing human health.

Leading. With MAGNETOM.

With MAGNETOM.

Leading MRI. Together.

An intensifying demographic shift, the rise of chronic diseases, patients turning into consumers, the pace of innovation, and a broader access to medical imaging across the globe lead to a constantly growing number of examinations, including MRI.

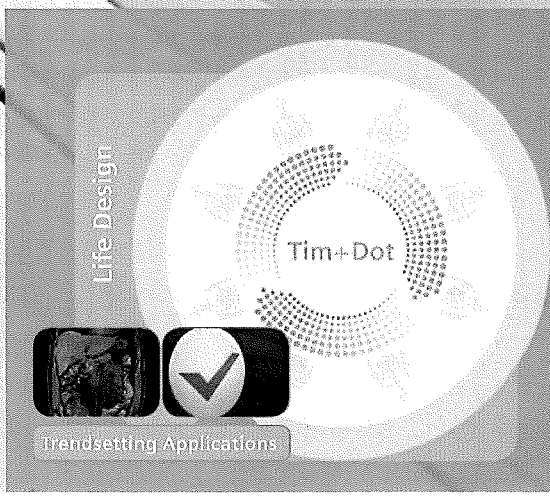
At the same time, this development raises central questions for healthcare providers and industry alike:

- How to manage volume growth with limited resources?
- How to control costs without compromising quality of care?
- How to expand services in either established or growing markets?
- How to continuously strive for clinical excellence in the interest of patients despite economic restraints?

Siemens MR provides answers to these questions by offering a unique combination of MRI technology, software, and clinical applications, supporting you in turning these challenges into opportunities.

With the 'DNA' of Siemens MR – Tim®, Dot®, Trendsetting Applications, and Life Design – we support you to:

- Deliver exceptional image quality and speed in MRI. With Tim.
- Go for consistent results, efficiently. With Dot.
- Expand your MRI services. With Trendsetting Applications.
- Combine higher patient friendliness and sustainability. With Life Design.



Maximize 1.5T.
Every case. Every day.

Today's healthcare is facing the difficult task of reconciling two contrasting demands: Delivering better outcomes while lowering costs. It is clear that technological innovation can, and should, play a vital role in improving healthcare economics across all measures.

MAGNETOM® Aera, the 2nd generation of Siemens' 70 cm Open Bore systems, provides a sophisticated answer to these challenges. Its core technologies Tim 4G and Dot, along with its comprehensive and unique application portfolio, give you the versatility you need to meet the increasing demands in healthcare.
Tim 4G delivers superb image quality – and Dot ensures that this excellent quality is generated consistently. As a result, MAGNETOM Aera maximizes efficiency and reliability. Add to that ease-of-use – and you reach new levels of productivity and patient care.
The unique application portfolio addresses global trends such as the demographic shift – thus making sure you will always be able to offer your patients high-quality care and the latest MRI services.

In short, MAGNETOM Aera lets you optimize your MRI processes, reduce staff workload, and improve your return-on-investment (ROI). And, most importantly, it helps you to deliver excellent quality care consistently – regardless of patient conditions or clinical question.

Today, when healthcare is under pressure from all sides, MAGNETOM Aera delivers. Clinically. Economically. Easily.

Deliver exceptional quality and speed in MRI.

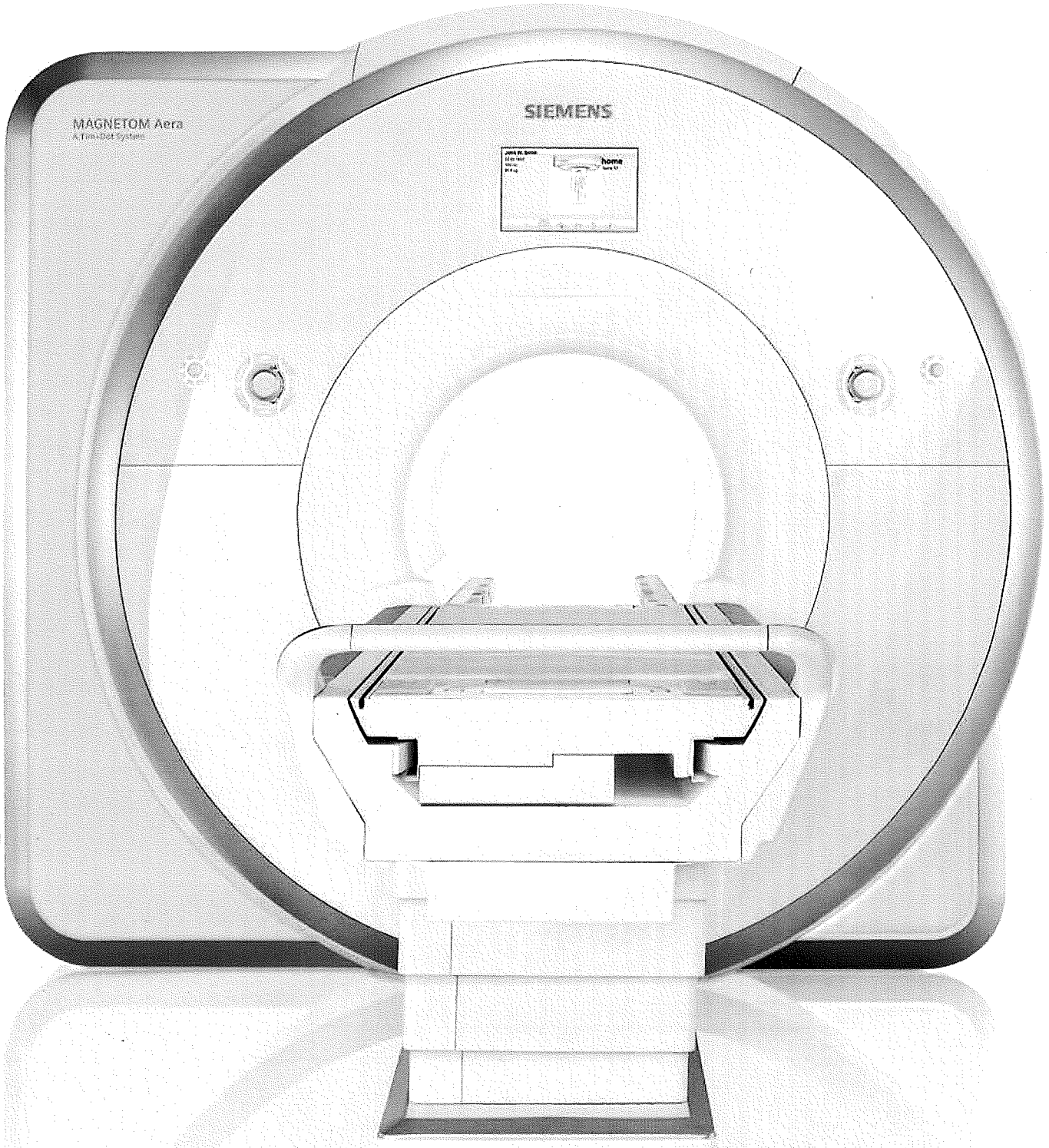
With Tim 4G.

Go for constistent results, efficiently.

With Dot and DotGO[1].

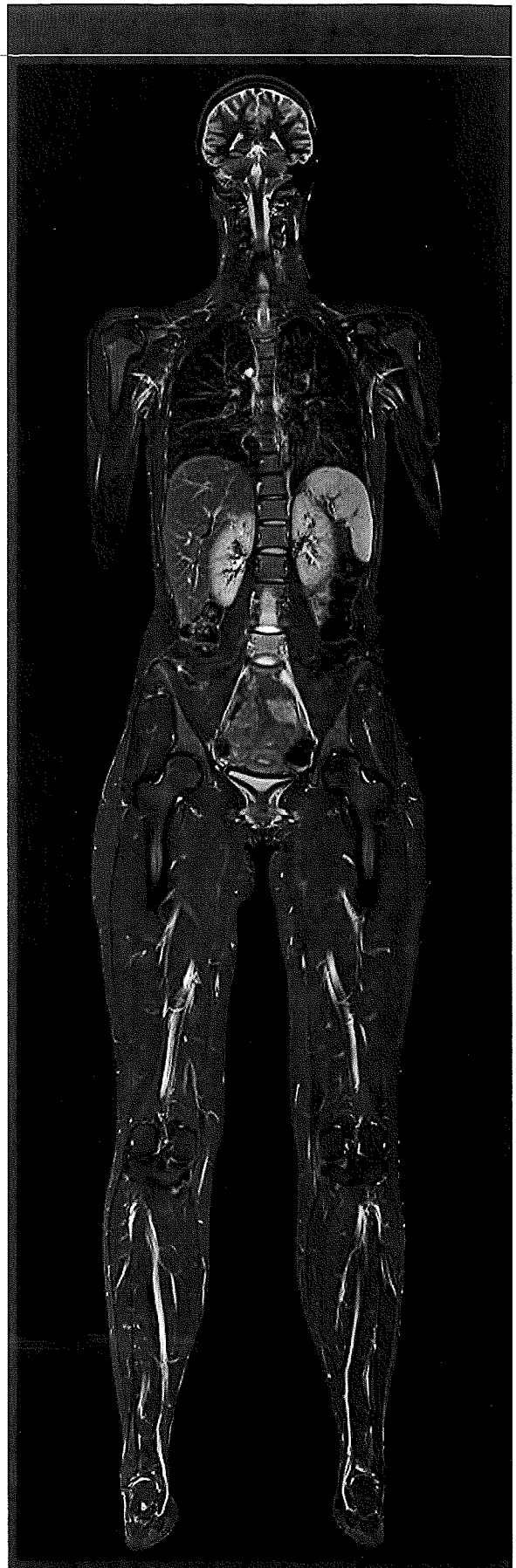
Expand your MRI services.

With trendsetting applications and maximized patient satisfaction.


MAGNETOM Aera
A Tim+Dot System
SIEMENS

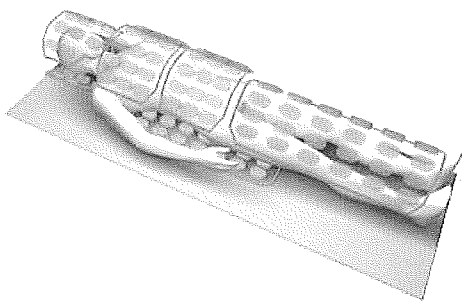
Deliver exceptional quality and speed in MRI.

In 2003, Siemens launched Tim integrated coil technology, changing MRI forever. Featuring excellent image quality and fast acquisition speed, this proven technology has been installed over 9,000 times to date. Tim's extended coverage means no repositioning for multiple exams, and more exams per day. The newest generation – Tim 4G – is setting new benchmarks, offering the potential for highest coil element density and highest RF channel configurations in the market. Resulting in 4G Flexibility, 4G Accuracy, and 4G Speed.



The flexibility of Tim 4G makes it possible to cover the entire body up to 205 cm, so you can examine large organs or organ systems and still have the signal and resolution to view small details.

Tim 4G



4G Flexibility.

Up to 204 coil elements. Up to 64 RF channels.

A simplified workflow leads to increased flexibility in MRI. Efficient coil combinations remove the necessity of limiting yourself to a body region. Benefit from a scan range of up to 205 cm with no coil or patient repositioning and unmatched flexibility of any coverage up to whole body.

4G Accuracy.

Exceptional SNR and image quality with Tim 4G's high-channel coils and the unique RF architecture enabling DirectRF for true signal purity.

High SNR (signal-to-noise ratio) is the key to excellent image quality. Excellent image quality is the key to certainty in diagnosis. Achieve excellent SNR for small Fields-of-View (FoV) exams up to whole-body coverage with Tim 4G's high-channel coils. Additionally, Tim 4G enables true signal purity with each exam, due to its unique all digital-in/digital-out DirectRF design.

4G Speed.

Excellent image quality with up to 40%[2] reduction of scan times.

Dramatically shorten your exam time with advanced simultaneous parallel acquisition, and an efficient and fast patient set-up. Be faster, deliver excellent image quality and as a result, decrease scan time by up to 40%. Accelerate your patient set-up with the Tim Dockable Table, so that immobile patients can be prepared for an exam outside the scanner room.

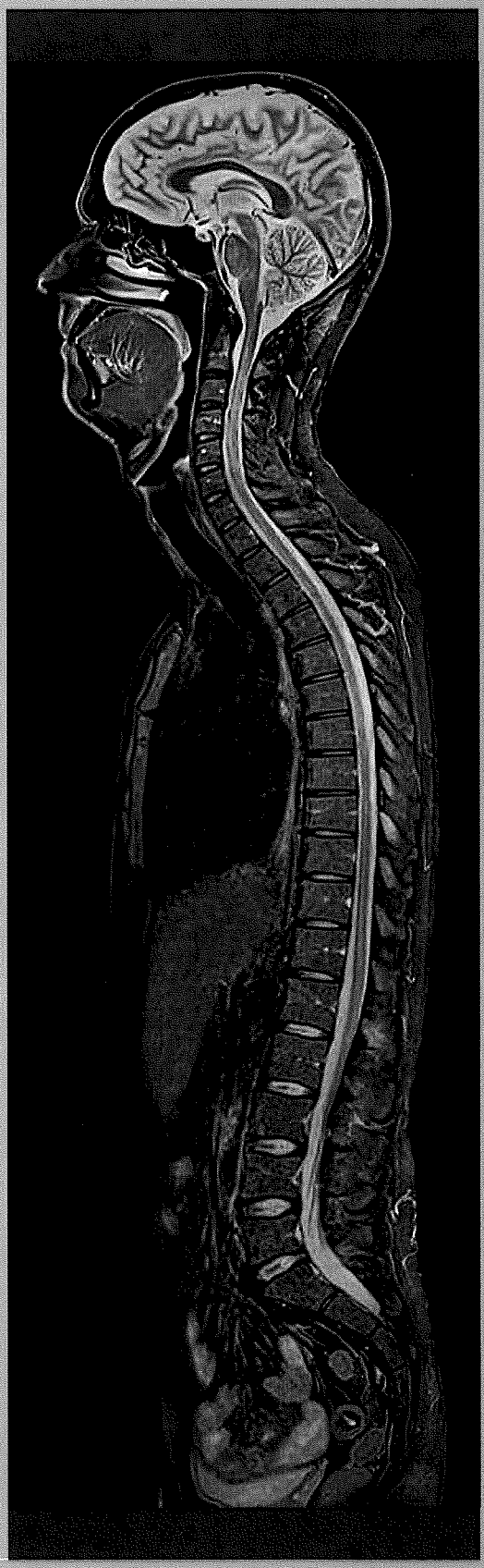
The MAGNETOM Aera's detachable table is beneficial as it is easier for transferring bed patients, such as those with cord compression and for use in emergency situations. Radiographers are benefiting from the system's ease-of-use and appreciate the integrated coil technology, which is making for faster scans without compromising on image quality.[3]

Kim Robertson
Head of Radiology Service
Guy's Hospital, U.K.

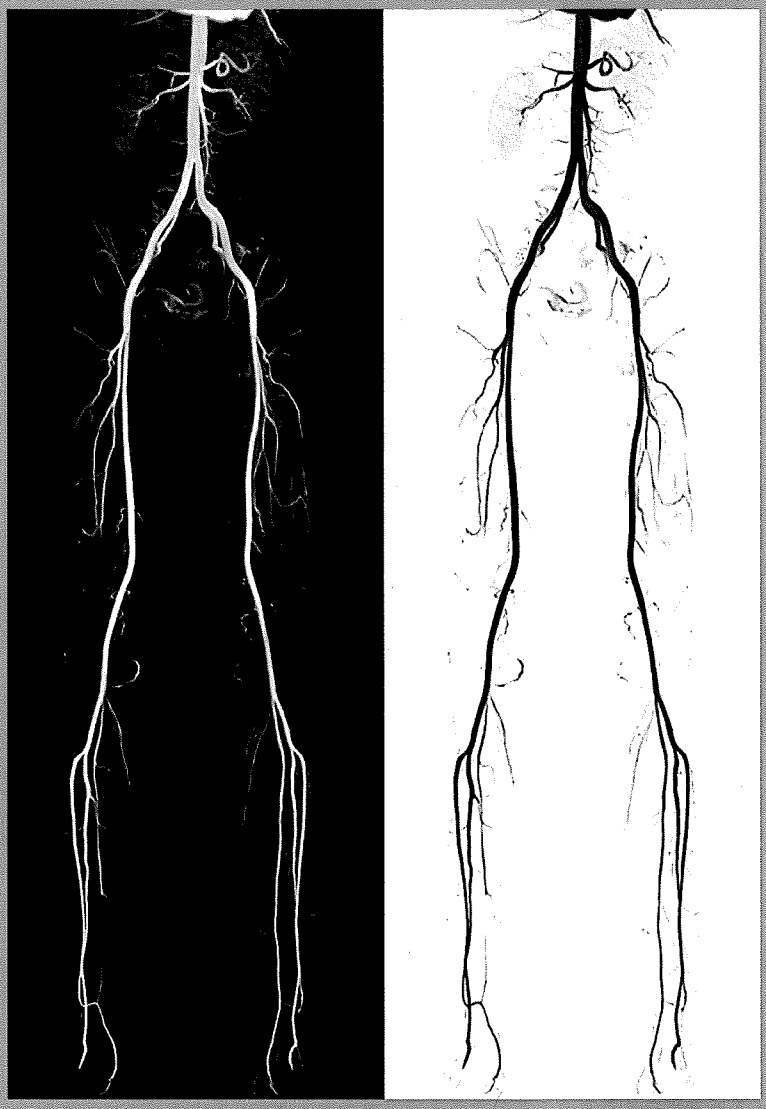
Multi-channel technology lets us scan larger regions of the body flexibly. For another thing, we can perform scans much faster with the new system, which has raised throughput significantly.[3]

Professor Christoph Bremer, MD
Head of the Department of Radiology
St. Franziskus Hospital
Münster, Germany

A complete view of the whole spine is made easy. With Tim 4G, there is no repositioning of your patient. Multi-step exams of the spine can be composed automatically using Inline Composing.



Easily perform high-resolution peripheral angiographic examinations. The flexibility of Tim 4G enables seamless imaging of the peripheral vessels. Tim 4G's high-channel coils enable superb image quality – local and up to whole body.

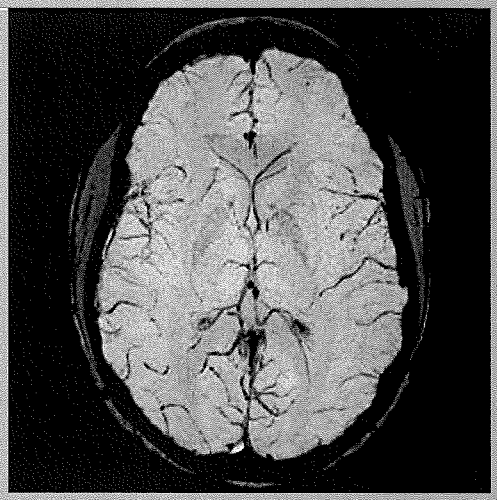


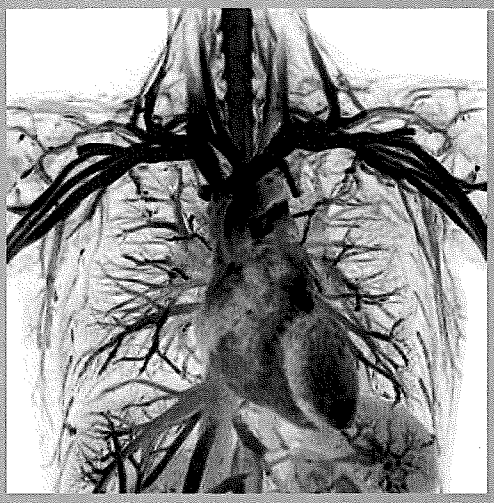
University Hospital Essen, Germany

The MAGNETOM Aera has replaced a system that took 12 minutes to conduct a routine lumbar spine scan, which now takes just seven minutes to do the same examination.[3]

Matthew Benbow
Superintendent Radiographer
Royal Bournemouth Hospital, U.K.

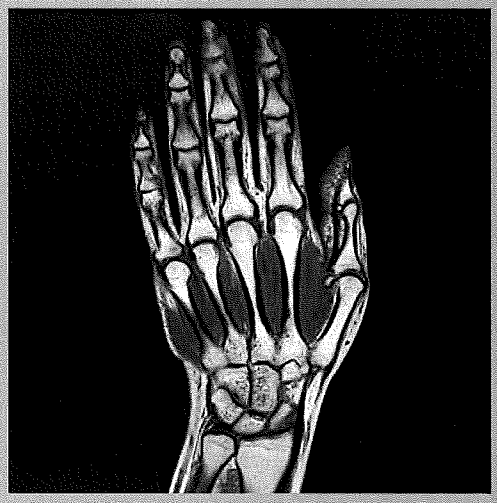
Tim 4G's head/neck coils are designed to accommodate a wide variety of patients and to deliver exceptional image quality. Equipped with DirectConnect®, which eliminates cables, the combined head/neck coils allow for an easy handling and reduced set-up times.
Northwestern Memorial Hospital, Chicago, USA

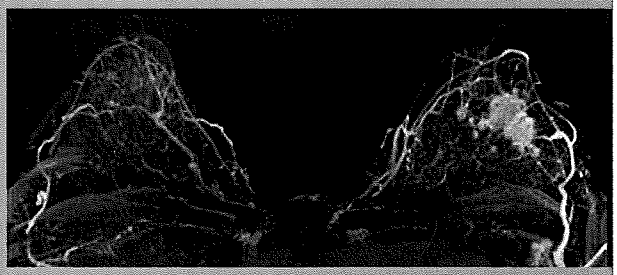




Imaging of the chest or heart is challenging. The high density of coil elements, for example by the combination of Tim 4G's Spine 32[4] and Body 18[4], enables high SNR and PAT factors to achieve excellent quality and ultra-fast acquisition times.

It's a new way to perform orthopedic exams with Tim 4G's coils for MSK imaging, which provide you an ultra-high coil element density. The Hand/Wrist 16 concentrates 16 elements over the hand and wrist to enable superb imaging of the hand, wrist or combined hand/wrist examinations.

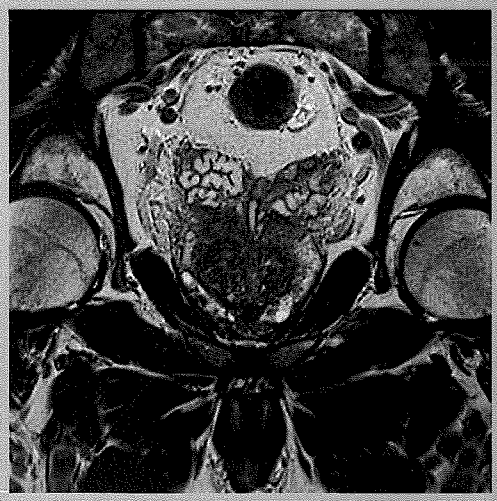


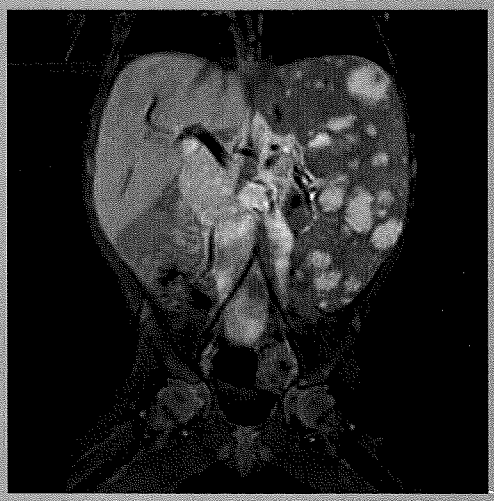


MAGNETOM Aera offers a wide selection of breast coils to address the different needs from clinical imaging to biopsy with outstanding image quality.
Imagerie Paris Centre, Paris, France

Tim 4G offers all the means to address the unique imaging needs of pediatric[6] patients. Tim 4G's flexible, lightweight coils and the patient-friendly design help you to provide best care to these patients.
University Hospital Saarland, Homburg, Germany

MAGNETOM Aera offers you several possibilities to meet your requirements in pelvis imaging. The combination of Tim 4G's body coils (Body 6[5,1] or Body 18[4]) with the integrated spine coils or in combination with an endorectal coil allows for exceptional image quality and speed.
Centre Republique, Clermont Ferrand, France



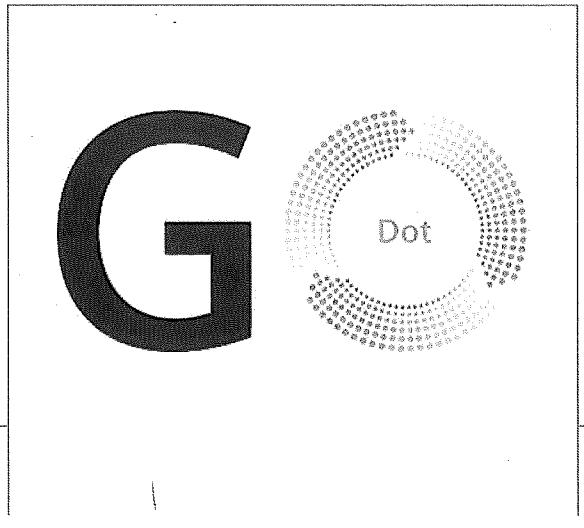


Go for consistent results, efficiently.

As MRI is applied in a wider and more complex range of clinical diagnoses and the number of MRI examinations is continuously rising on a global scale, efficient exam management is the key to future quality and profitability.

In 2009, Siemens set the benchmark in MR scanning and productivity by introducing Dot. Easily adapt to the patient's condition or clinical question, consistently achieve reproducible, high-quality results, and consequently reduce exam times and the number of rescans.

DotGO[1] – the newest generation of Dot – is Siemens' unique MRI exam software, combining intuitive protocol management (Dot Cockpit[1]) with quality results for each exam (Dot engines). For true flexibility, consistency, and efficiency in MRI. DotGO is designed to empower your expertise, increase throughput, and provide excellent results for every exam – in short, for consistent results, efficiently.



Flexibility.

Intuitive protocol management.

One central user interface to configure any protocol and flexibly create your exam strategies. Intuitive, fast functionality results in 80%[7] improved usability in exam configuration. DotGO empowers you to provide your MRI expertise for the entire department and to define a higher standard of care for more patients and referrers.

Consistency.

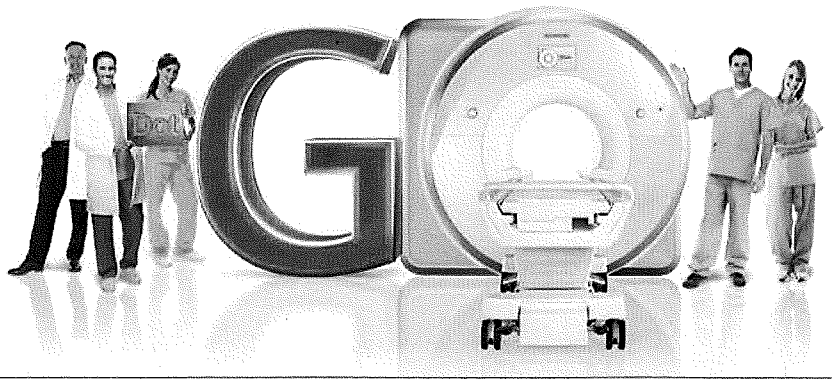
Quality results for each exam.

Every patient is different. Every referrers' and radiologists' requirement is different. But your results need to be consistent and of high quality. Your daily schedule has to be met. DotGO partners you in meeting all of these different needs with dedicated functionality for the clinical question at hand. For 88%[8] of MRI exams, there is a Dot engine available.

Efficiency.

Up to 20%[9] shorter exam slots.

Time, quality, and costs define the efficiency of your MRI exams. Dot enables you to reduce exam time by up to 20% and makes scheduling more predictable. Standardized procedures support quality results for each exam and help to reduce rescans. All in all turnaround time to the referrer is quicker, quality higher, and MRI more efficient.

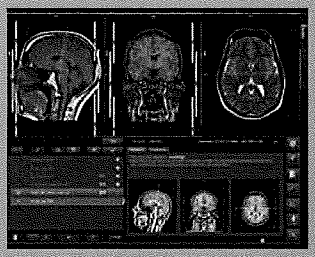


DotGO

DotGO is Siemens' unique MRI exam software, combining intuitive protocol management (Dot Cockpit) with quality results for each exam (Dot engines). Resulting in up to 20% shorter exam slots. For true flexibility, consistency and efficiency in MRI.

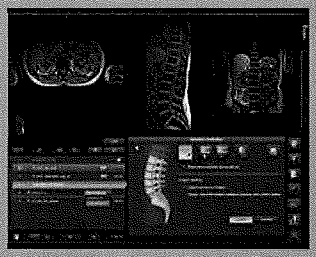
Brain Dot Engine

More efficient and reproducible brain exams.



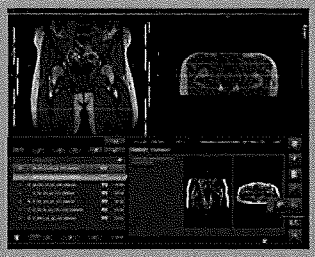
Spine Dot Engine

Optimize spine imaging for a wide range of patients and conditions.



Large Joint Dot Engine

Increased consistency. Cover all large joints – hip, shoulder, and knee.

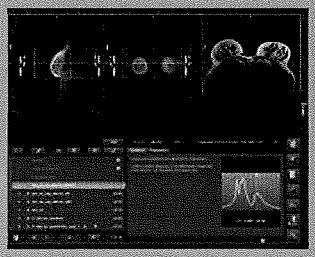


Abdomen Dot Engine

Optimized bolus timing for dynamic liver examinations.

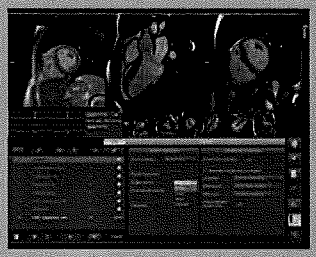
Breast Dot Engine

Increased certainty in Breast imaging.



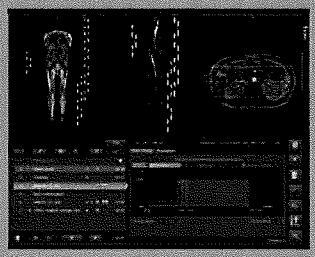
Cardiac Dot Engine

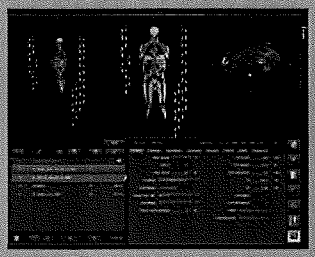
Up to 50%[10] increase in patient throughput.



TimCT Angio Dot Engine and TimCT Onco Dot Engine

The combination of Siemens' unique technologies to advance workflow benefits even further: Achieve one smooth FoV using the Continuous Table move.





Dot engines

Automatically apply your standards to your exams and the clinical question at hand.

Angio Dot Engine

Optimally timed contrast images with interactive bolus timing.

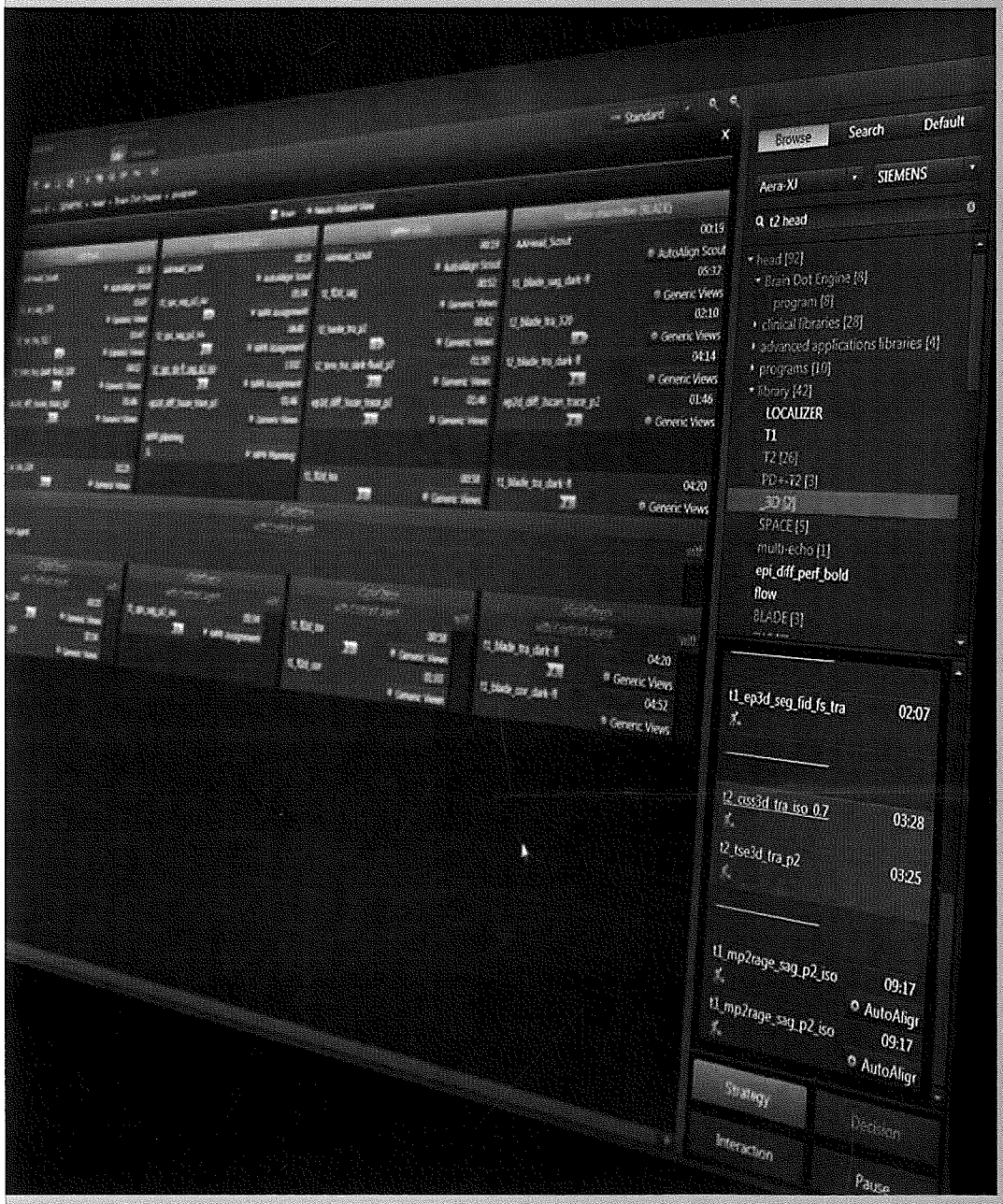
Dot Cockpit

Intuitively manage and configure your protocols to your high standard of care.

MRI flexibility from the start:

- One central user interface for every protocol
- Fast and intuitive protocol configuration (80%* better usability in MRI exam configuration)
- User-friendly functionalities like drag&drop, AutoSearch
- Exam strategies created with one click
- Multiple strategies in one protocol
- Change protocols on the fly
- Changes in one sequence applied to all protocols – if you want to

Take the lead in defining the standard of MRI in your institution!



Within our environment, we just could not provide a cardiac MRI service without the Cardiac Dot Engine.[3]

Dr. Russell Bull, MRCP, FRCR
Consultant Radiologist
Royal Bournemouth Hospital
Bournemouth, UK

By customizing Dot, we have been able to enhance several of our protocols. For example, the Dot Decisions functionality in Abdomen Dot [Engine] has enabled us to schematize and simplify these protocols. With Dot, we can now ensure our examinations are far more reproducible and of excellent quality.[3]

Anton Quinsten, RT
Senior MRI Technologist
Institute of Diagnostic Radiology and Neuroradiolgy University Hospital Essen, Germany

Expand your MRI services through trendsetting applications.

An MRI scanner is more than just hardware. Top-of-the-line products are only valuable if they are combined with clinical applications that utilize the full potential of the hardware. Today, this simple notion is more important than ever – now that an intensifying demographic shift, the rise of chronic diseases, and the fast pace of innovation lead to new requirements and indications in MRI.

This is why we designed a unique and comprehensive application portfolio for your MAGNETOM Aera. Whether you are dealing with an increasing number of patients with MR conditional orthopedic implants or patients with chronic diseases who have limited breathhold capacity, MAGNETOM Aera will help you to take on all challenges that come with shifting demographics and new patient groups.

We have understood and we are committed to continuing to lead when it comes to expanding the frontier of MR imaging.

CAIPIRINHA is just one example of the unique clinical applications that help you expand your MRI services. CAIPIRINHA allows you to perform body MRI exams on patients who cannot hold their breath long enough for regular scans. You will be able to perform more exams, you will need less rescans, and you will have more satisfied and cooperative patients.

How about examining patients who cannot hold their breath at all? StarVIBE[11] provides an answer with free-breathing, contrast-enhanced examinations of the liver.

Need to scan a patient's knee although he has an orthopedic MR conditional metal knee implant? With WARP[12], your MAGNETOM Aera provides a comprehensive solution, which reduces susceptibility artifacts caused by MR conditional metal implants.

Want to quantify a patient's liver fat and iron without a biopsy? LiverLab[1] delivers this data fully integrated into your workflow and on-the-fly through Inline processing.

The comprehensive application portfolio combined with Dot, Siemens' unique exam software, makes even the most complex exams part of your clinical routine – such as cardiac MRI.

MAGNETOM Aera offers you the definitive application portfolio for MRI. From routine checks to advanced exams, it allows you to extend your clinical scope and to deliver a broad range of new MRI services to your patients.

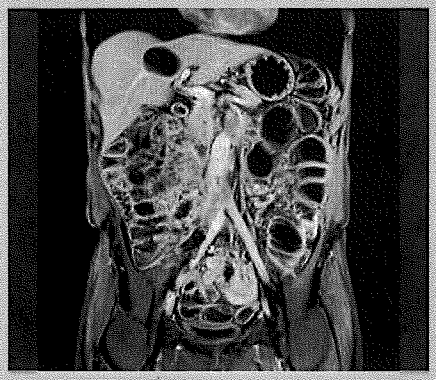
Not only the number of scans is increasing, but we are also able to broaden our diagnostic portfolio for more indications. Various features including the Tim 4G coil technology and Dot allow us to handle our workload with ease.[3]

Professor Christoph Bremer, MD
Head of the Department of Radiology
St. Franziskus Hospital, Münster, Germany

Expand your MRI services ...

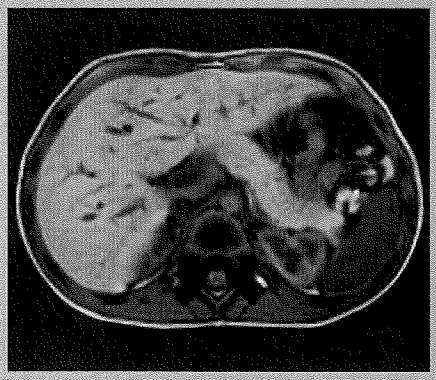
... in Body MRI

Ultra short breathhold times. With CAIPIRINHA.



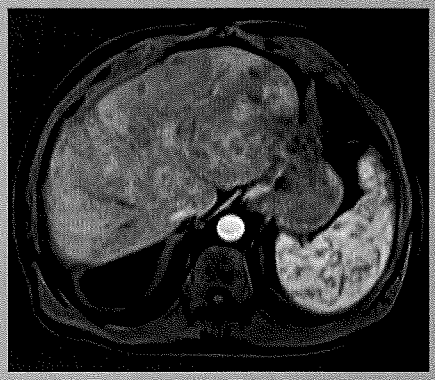
IRMAS, Saint Priest En Jarez, France

Free breathing, contrast enhanced body imaging. With StarVIBE.



University Hospital Saarland, Homburg, Germany

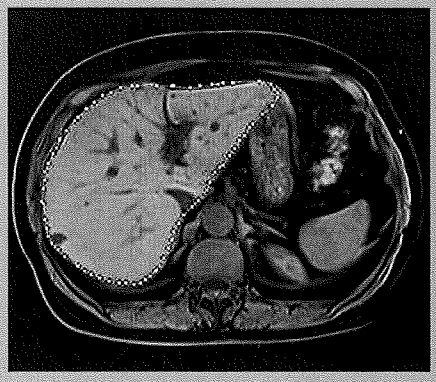
Always the right contrast in dynamic liver imaging. With TWIST-VIBE[1].



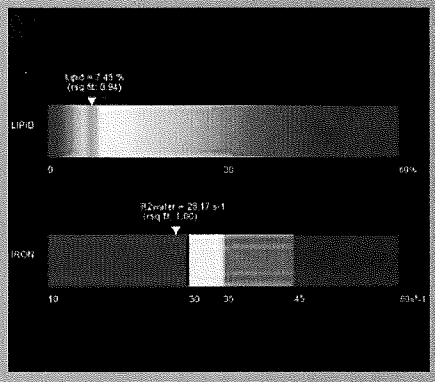
University Hospital Saarland, Homburg, Germany

Quantitative liver imaging, non-invasively. With LiverLab.

Liver Segmentation



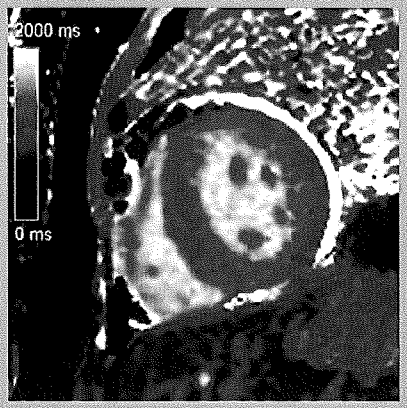
Clinical Report



... in Cardiac Imaging

With Tim 4G's excellent image quality also complex clinical questions can be easily answered. And the Cardiac Dot Engine helps to bring cardiac exams into your clinical routine. And MyoMaps[1] providing you for the first time an additional layer of valuable diagnostic information about even subtle changes in tissue composition – on the fly.

MyoMaps

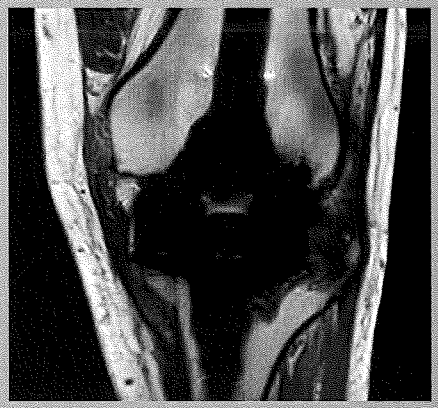


National Institutes of Health, Bethesda, USA

... in Orthopedic Imaging

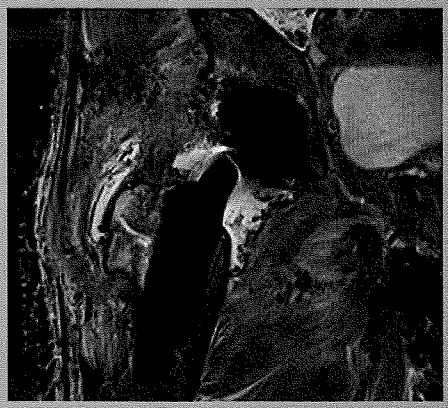
Serve rapidly growing patient populations with MR conditional implants.

Advanced WARP[1,2]



Mount Sinai Hospital, Toronto, Canada

WARP VAT



Mount Sinai Hospital, Toronto, Canada

Expand your MRI services through maximized patient comfort.

Combine higher patient friendliness and sustainability. Life Design is the Siemens MRI design philosophy. Since the beginning, the guiding principle in our MRI development has been to design our systems around the life of you and your patients. Our goal: To achieve highest level of patient friendliness, most efficient workflow, lowest siting requirements, and lowest operational costs possible.

Your patients are at the center of attention. Always have been. Always will be. It is important to make their scan experience as comfortable as possible. MAGNETOM Aera offers you a unique combination of innovative functionalities to maximize your patients' comfort – and attract more patients.

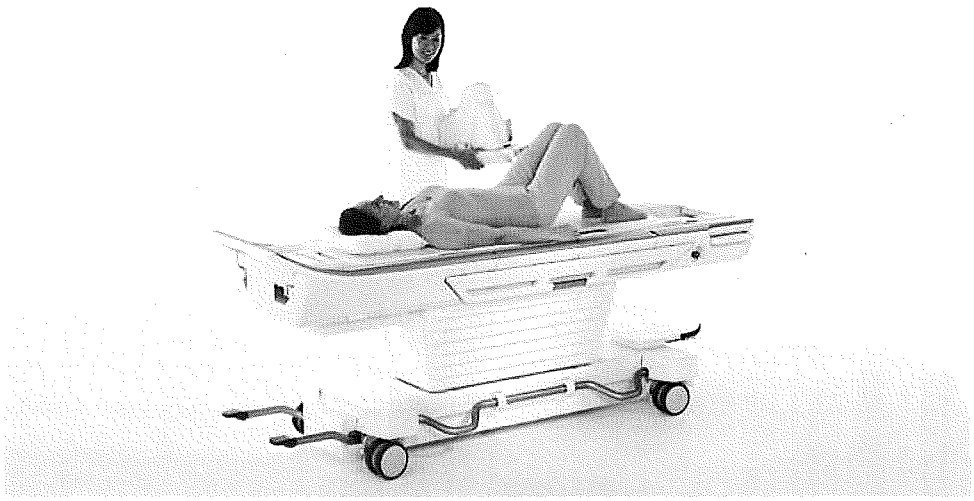
MAGNETOM Aera makes MRI exams easier and more comfortable than ever before. The roominess of the 70 cm Open Bore accommodates a large variety of patient sizes, shapes, and conditions. The ultra-short magnet (145 cm) allows many studies to be completed with the patient's head outside the bore. The Tim Dockable Table accelerates patient set-up outside the scanner room, so that immobile patients can be easily and comfortably transported to their exam when everything is ready. In addition, the patient-friendly lightweight coil design and the Illumination MoodLight® let your patients relax during their MRI exam. Let us help you help your patients – and increase their comfort, cooperation, and satisfaction.

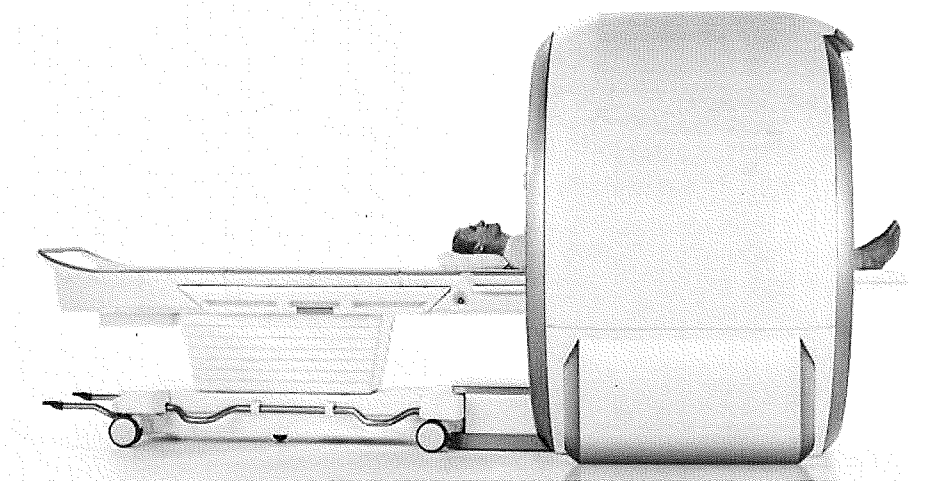
This unique experience will be completed by the new Quiet Suite[11]. Advanced noise reduction technologies are already implemented in your MAGNETOM Aera scanner. Nevertheless, we have continually strived to develop technologies, which lower noise even further without compromising our standards of high quality and efficient imaging. With Quiet Suite you can deliver exceptional patient care to your patients with a minimum of 70% reduction in sound pressure for complete neurological and orthopedic examinations and with no need to compromise image quality.[13] Because imaging is to be seen, not heard.

One very important benefit is the unit's wide opening, a 70 centimeter open bore design. Even obese patients can easily fit into the unit now. Also when it comes to claustrophobia among patients, we are able to calm them sooner. The fact that the magnet is shorter means that the patient's head is back outside the tunnel much sooner. And, examination times are considerably shorter. That has definitely become noticeably faster for patients.[3]

Linda Willeke
Technologist
St. Franziskus Hospital
Münster, Germany

Higher patient comfort for immobile patients, which can be prepared for an exam outside the scanner room. For an easier handling and 360 degree flexiblity Tim Dockable Table offers an innovative multi-directional navigation wheel.

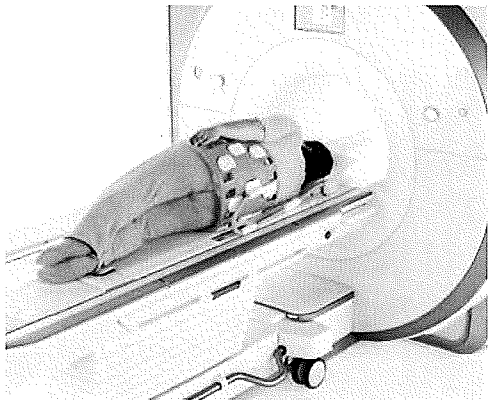




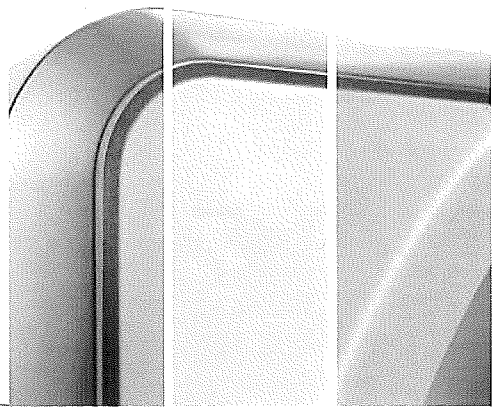
The ultra-short system length (145 cm cover to cover), enables more head-out exams and with that higher patient comfort.

Tim 4G's lightweight and flexible coils allow for a comfortable positioning of patients with with pain.

The roominess of our 70 cm Open Bore will accommodate a large variety of patient sizes, shapes, and conditions.



Increase your patients' satisfaction with experience dedicated features such as the Illumination MoodLight.



We sought a system based on patient comfort, image quality, ease of use for the operator and size of the magnet bore. In every area, the MAGNETOM Aera came out on top.[3]

Sue Kingston
Superintendent Radiographer for MRI
Royal Glamorgan Hospital, U.K.

With MAGNETOM Aera, we are confident we have one of the most advanced 1.5T MRI systems available on the market today.[3]

Professor Christoph Bremer, MD
Head of the Department
of Radiology
St. Franziskus Hospital
Münster, Germany

Expand your MRI services through a future-proof lifecycle and customer care.

Capital investments in healthcare are being scrutinized more closely than ever before. Based on the latest technology, your MAGNETOM Aera is a top-of-the-line 1.5T system ready to take on the future of MRI. We are dedicated to helping you stay competitive throughout the whole product lifecycle and beyond.

Life Design saves you money from the time of installation. The modern and compact design includes DirectRF, which concentrates all transmit and receive components at the magnet, and requires very little of your expensive floor space. Installation is fast and easy. With Zero Helium boil-off and an optimized cooling system, MAGNETOM Aera supports you as resources are increasingly scarce. Optimize your lifecycle costs and stay environmentally friendly.

Our extensive range of services is tailored towards optimizing your performance and workflow efficiency. EVOLVE provides a comprehensive suite of software and hardware updates to help you keep pace with rapidly developing technological advances.

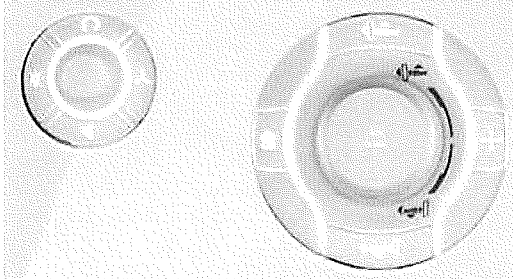
Expand MRI services. With peer-to-peer clinical tips and information.

MAGNETOM World is the community of MAGNETOM users worldwide, providing you with relevant clinical information at your fingertips. There you will find application tips and clinical methods to optimize your daily work. Lectures and presentations from experts in the field will allow you to be exposed to new ideas and alternative clinical approaches.

98,5%[14] of the readers of the Siemens MR customer magazine agree that the MAGNETOM Flash provides ideas to grow and expand their practice.

Take inspiration yourself under **www.siemens.com/magnetom-world**

MAGNETOM World, where MRI meets clinical expertise.



Maximize 1.5T.
Every case. Every day.

Stay at the cutting-edge of 1.5T MRI.

Whether your focus lies on clinical routine or advanced applications, MAGNETOM Aera keeps you at the forefront of diagnostics imaging.

Boost quality and speed.

Experience exceptional image quality, true flexibility, consistency, and efficiency in MRI.

Expand to new patient populations.

Differentiate your institution by reaching to new patient populations with trendsetting applications and excellent patient satisfaction.

Leading.
With MAGNETOM.

Not for distribution in USA.

On account of certain regional limitations of sales rights and service availability, we cannot guarantee that all products included in this brochure are available through the Siemens sales organization worldwide. Availability and packaging may vary by country and are subject to change without prior notice. Some/All of the features and products described herein may not be available in the United States. Some products are still under development and not commercially available yet. Their future availability cannot be ensured.

The information in this document contains general technical descriptions of specifications and optional features which do not always have to be present in individual cases.

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Note: Any technical data contained in this document may vary within defined tolerances. Original images always lose a certain amount of detail when reproduced.

Please find fitting accessories: www.siemens.com/medical-accessories

[1] Currently under development; not for sale in the U.S. and other countries, future availability cannot be guaranteed.
[2] Based on the scan time difference between a 30-channel set-up and an 18-channel set-up with otherwise identical parameters and same SNR. Data on file.
[3] The statements by Siemens' customers described herein are based on results that were achieved in the customer's unique setting. Since there is no "typical" hospital and many variables exist (e.g., hospital size, case mix, level of IT adoption) there can be no guarantee that other customers will achieve the same results.
[4] Tim [204x48], Tim [204x64]
[5] Tim [204x24]
[6] MR scanning has not been established as safe for imaging fetuses and infants under two years of age. The responsible physician has to decide about the benefit of the MRI examination in comparison to other imaging procedures.
[7] Compared to MR protocol configuration without Dot Cockpit, Usability Study, 2013
[8] Evaluation of 2.2 million Siemens MR exams, 2013
[9] University Hospital Essen, Brain Dot Engine Workflow Study, GER
[10] Royal Bournemouth Hospital, Cardiac Dot Engine Workflow Study, Bournemouth, UK
[11] May not be commercially available in countries outside the U.S., future availability cannot be guaranteed.
[12] The MRI restrictions (if any) of the metal implant must be considered prior to patient undergoing MRI exam. MR imaging of patients with metallic implants brings specific risks. However, certain implants are approved by the governing regulatory bodies to be MR conditionally safe. For such implants, the previously mentioned warning may not be applicable. Please contact the implant manufacturer for the specific conditional information. The conditions for MR safety are the responsibility of the implant manufacturer, not of Siemens.
[13] Data on file; results may vary
[14] 2013 MAGNETOM Flash reader survey. Data on file.

Global Business Unit
Siemens AG
Healthcare Sector
Magnetic Resonance
Henkestr. 127
91052 Erlangen
Germany
Phone: +49 9131 84-0

Local Contact Information

In the USA
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway
Malvern, PA 19355
Phone: +1 888-826-9702
Phone: +1 610-448-4500
Fax: +1 610-448-2254

In China
Siemens Medical Park, Shanghai
278, Zhouzhu Road
SIMZ, Nanhui District
Shanghai, 201318, P.R. China
Phone: +86-21-38895000
Fax: +86-10-28895001

In Japan
Siemens-Asahi
Medical Technologies Ltd.
Takanawa Park Tower 14F
20-14, Haigashi-Gotanda
3-chome
Shinagawa-ku, Tokyo 141-8644
Phone: +81 3 5423 8411

In Asia
Siemens Pte Ltd
Healthcare Sector
Regional Headquarters
The Siemens Center
60 MacPherson Road,
Singapore 348615
Phone: +65 6490-6000
Fax: +65 6490-6001

Global Siemens Headquarters
Siemens AG
Wittelsbacherplatz 2
80333 Muenchen
Germany

Global Siemens Healthcare Headquarters
Siemens AG
Healthcare Sector
Henkestrasse 127
91052 Erlangen
Germany
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www.siemens.com/healthcare

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of Eastern Carolina
PO BOX 6028
GREENVILLE, NC 27836-6028
(252) 847-4483

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17133

Please "X" to the left of the UHS entity of which you are ordering for:
- _X_ Pitt County Memorial Hospital
- ___ HealthAccess
- ___ HealthEast
- ___ Bertie Hospital
- ___ Chowan Hospital
- ___ East Carolina Health
- ___ Heritage Hospital
- ___ Outer Banks Hospital
- ___ Roanoke-Chowan Hospital
- ___ Surgicenter Services of Pitt
- ___ UHSH
- ___ Other

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway
Malvern, PA 19355

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NOTE: This Order No. must appear on all invoices, packing slips, shipping labels and correspondence.
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All deliveries are FOB Hospital unless previously arranged with the Purchasing Office.
Orders are delivered to the Receiving Department Monday thru Friday between the hours of 9:00 AM 4:00 PM unless otherwise instructed.

DATE : 12/21/2006
TERMS : Net 30 PP&A
DEPT. : Radiology/MRI ~~8139 Charlotte Wallace~~
SHIP VIA : Capital 010600 - Contingent PO

ITEM NO.	QUANTITY/ UOM	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	1	90% due on Delivery	$1,548,000.00	$1,548,000.00
2	1	10% due on Installation	$172,000.00	$172,000.00
3	1	07584514 MAGNETOM Espree	$0.00	$0.00
4	1	14405343 I-Class #Tim	$0.00	$0.00
5	1	14401448 Tim [76x18] Z-engine #Es	$0.00	$0.00
6	1	14401447 Label Tim [76x18] #Es	$0.00	$0.00
7	1	08464872 PC Keyboard US english	$0.00	$0.00
8	1	14401435 Cover Zebra #Es	$0.00	$0.00
9	1	14401452 Remov. Matrix Table W.Trolley #Es	$0.00	$0.00
10	1	08464889 PMU Wireless Physio Control	$0.00	$0.00
11	1	14401438 Patient Supervision TV #Es	$0.00	$0.00
12	1	14402528 BLADE #Tim	$0.00	$0.00
13	1	14405224 Composing syngo #Tim	$0.00	$0.00
14	1	14402592 Inline Composing Syngo #Tim	$0.00	$0.00
15	1	07520074 Inline Diffusion #Tim	$0.00	$0.00
16	1	08464786 CISS & DESS #Tim	$0.00	$0.00
17	1	08464815 Body Matrix Coil #Tim	$0.00	$0.00
18	1	08464823 PA Matrix Coil #Tim	$0.00	$0.00
		Continued to Next Page		

Buyer: Melissa Tapon
Purchasing Agent: Dan Winters

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(252) 847-4483

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- ____ East Carolina Health
- ____ Heritage Hospital
- ____ Outer Banks Hospital
- ____ Roanoke-Chowan Hospital
- ____ Sunglenter Services of Pitt
- ____ UHSH
- ____ Other

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51 Valley Stream Parkway
Malvern, PA 19355

DATE : 12/21/2006
TERMS : Net 30 PP&A
DEPT. : Radiology/MRI 6120 Charlotte Wallace
SHIP VIA : Capital 0108001 - Contingent PO

ITEM NO.	QUANTITY/ UOM	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
19	1	14405255 Breast Matrix-Spule #Tim	$0.00	$0.00
20	1	14405244 Shoulder Array Coil #Es	$0.00	$0.00
21	1	08484948 CP Extremity Coil #Tim	$0.00	$0.00
22	1	08485026 Coil Storage Cart #Tim	$0.00	$0.00
23	1	07275907 Table Syngo 1.2m	$0.00	$0.00
24	1	07090207 Office Container Syngo, 45cm	$0.00	$0.00
25	1	14401443 Cable Set syngo 11/9 #Es	$0.00	$0.00
26	1	14401476 Venting Kit Airfreight #Av,Es	$0.00	$0.00
27	1	05872105 Helium Fill 30/70 #S,Av,Es,TATS	$0.00	$0.00
28	1	08485481 Chiller, 60 Hz #Av,Es	$0.00	$0.00
29	1	MR_STD_RIG_INST MR Standard Rigging and Installation	$0.00	$0.00
30	1	4MR5142869 Armrest#MR	$0.00	$0.00
31	1	MR_APPLS_5_3 MR Application Training	$0.00	$0.00
32	1	CHILINST_AVT Chiller Start up and Warranty for TIM	$0.00	$0.00
33	1	MR_SYNGO Basic Syngo Training 2 tech	$0.00	$0.00
34	2	MR_TRAVEL_PKG1 Travel pckg,f,1attend,to a SMS train.Ctr	$0.00	$0.00
35	1	MRAPPL1 Additional Application Training 1st Day #MR	$0.00	$0.00
36	1	MRAPPL2 Additional Application Training Succ. Day #MR	$0.00	$0.00
		Continued to Next Page		

Buyer: Melissa Tyson
Purchasing Agent: Barbara Peters

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___ HealthEast
___ Bertie Hospital
___ Chowan Hospital
___ East Carolina Health
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___ UHSH
___ Other

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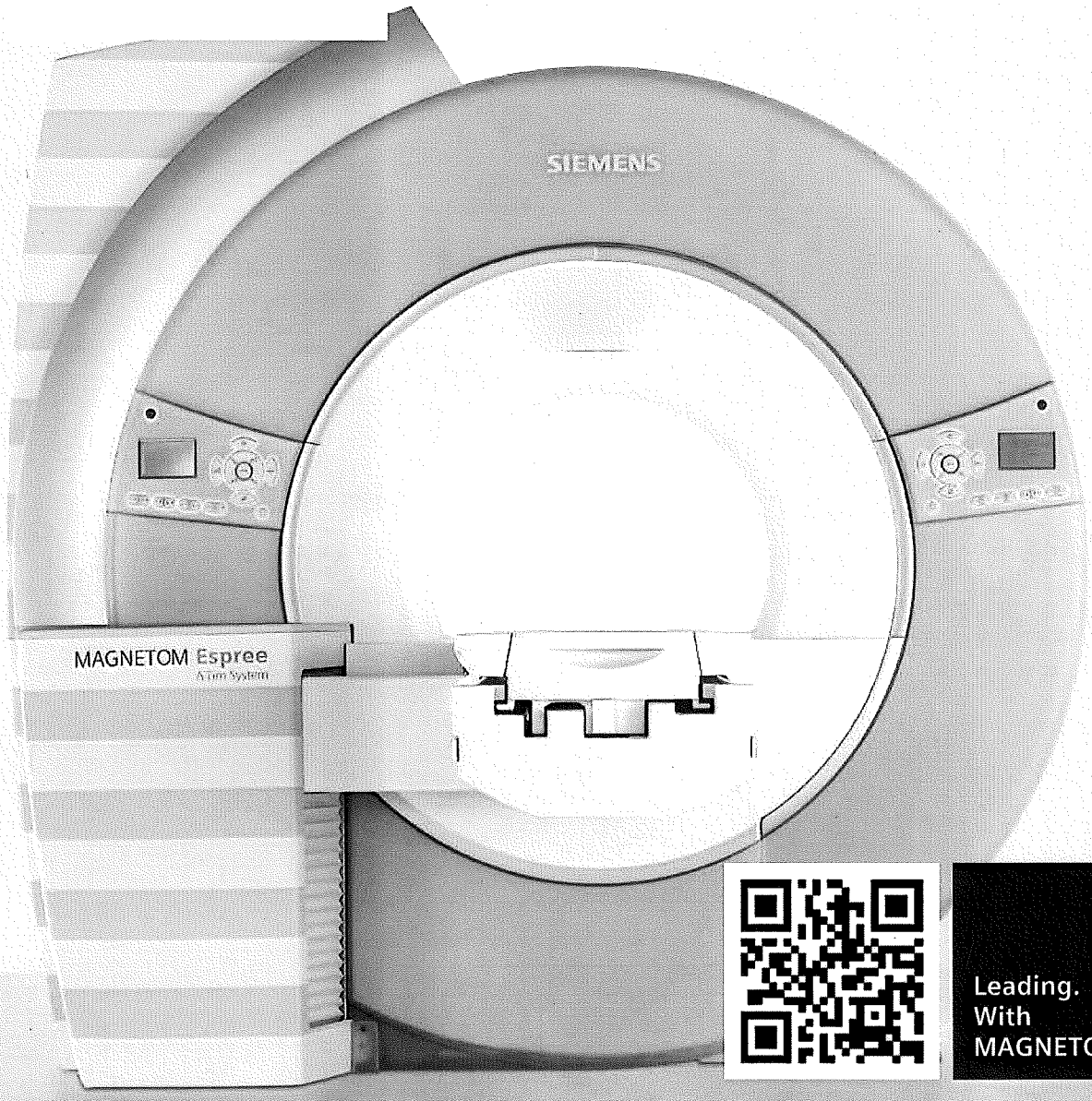
DATE : 12/21/2006
TERMS : Net 30 PP&A
DEPT. : Radiology/MRI 8120 Charlotte Wallace
SHIP VIA : Capital 0108001 - Contingent PO

ITEM NO.	QUANTITY/ UOM	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
37	1	MR_PR_SYNGO MR Syngo Proma thru 12/24/08	$0.00	$0.00
38	1	MR_MISC_MATERIAL Ground Leakage Testing $3000	$0.00	$0.00
		GRAND PO TOTAL		$1,720,000.00
		***PO Contingent upon CON regulatory approval - No money will		
		be paid to Siemens until delivery of equipment.***		
		Quote 85Y-DXC Rev. 9 Attached		
		Ship To: Pitt County Memorial Hospital, 2100 Stantonsburg Road		
		Greenville, NC 27834, Attn: Receiving, PO 17133		
		Bill To: University Health Systems of Eastern Carolina		
		PO Box 6028 Greenville, NC 27835		
		Fax Order to 336-856-0885		

Buyer: Melissa Tyson
Purchasing Agent: Dan Waters

SIEMENS



Leading.
With
MAGNETOM.

www.siemens.com/espree

MAGNETOM Espree

1.5T in a unique design.

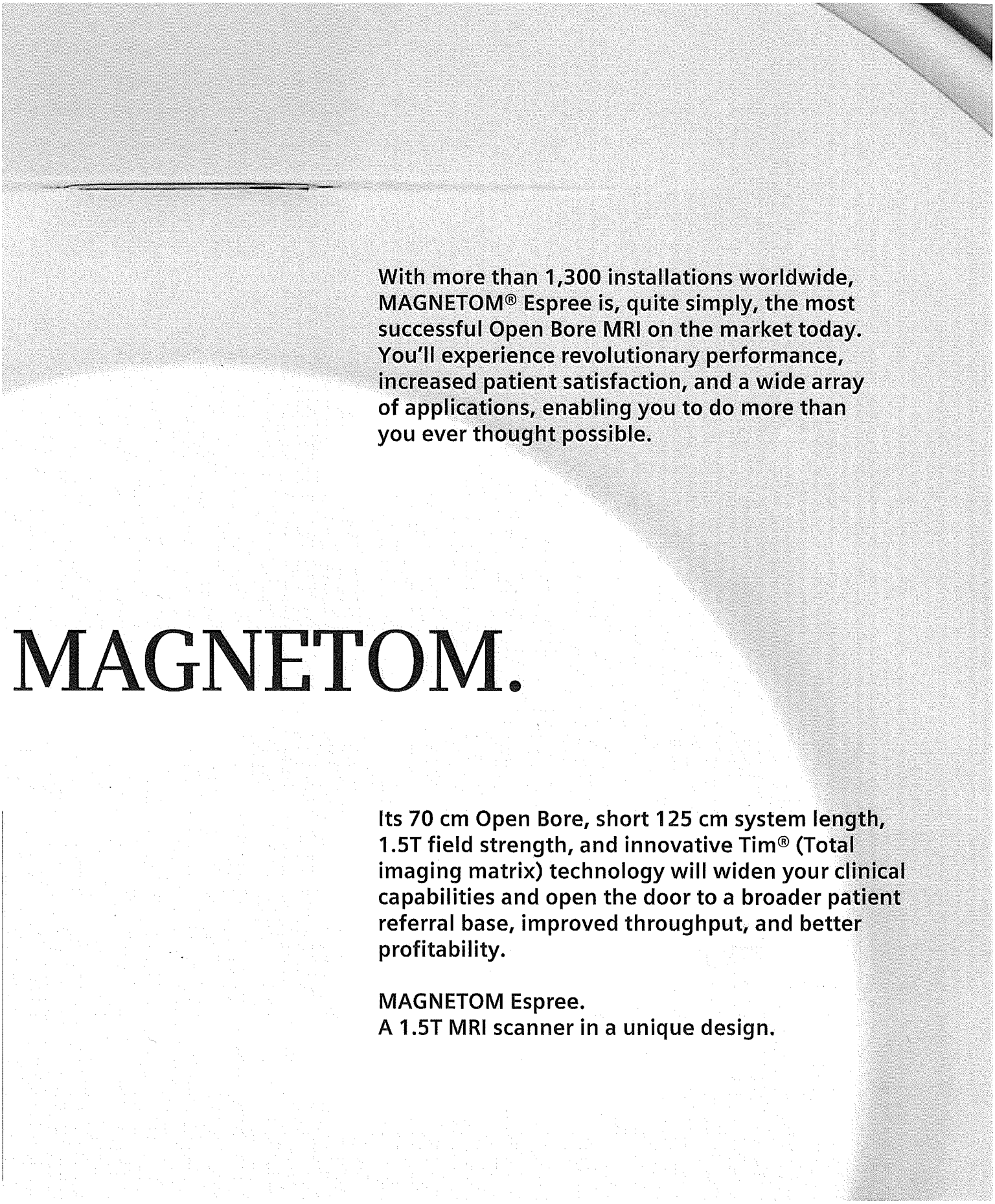
Answers for life.

CT-like openness. With

Leading in patient care.
You are dedicated to providing the best care for every patient. As the world continues to grow and life expectancy rises, you are encountered with a more diverse range of challenging diagnostic questions. In your pursuit of delivering the highest quality care, you utilize advanced MRI technology designed with the patient in mind, enabling more access to quality healthcare.

You are an MRI leader.
Whether you are just beginning to work with MRI or are at the forefront of research. With Siemens MAGNETOM MRI systems, you can be sure to lead. In your clinical field, your research, your business environment – to achieve our joint mission of advancing human health.

Leading. With MAGNETOM.

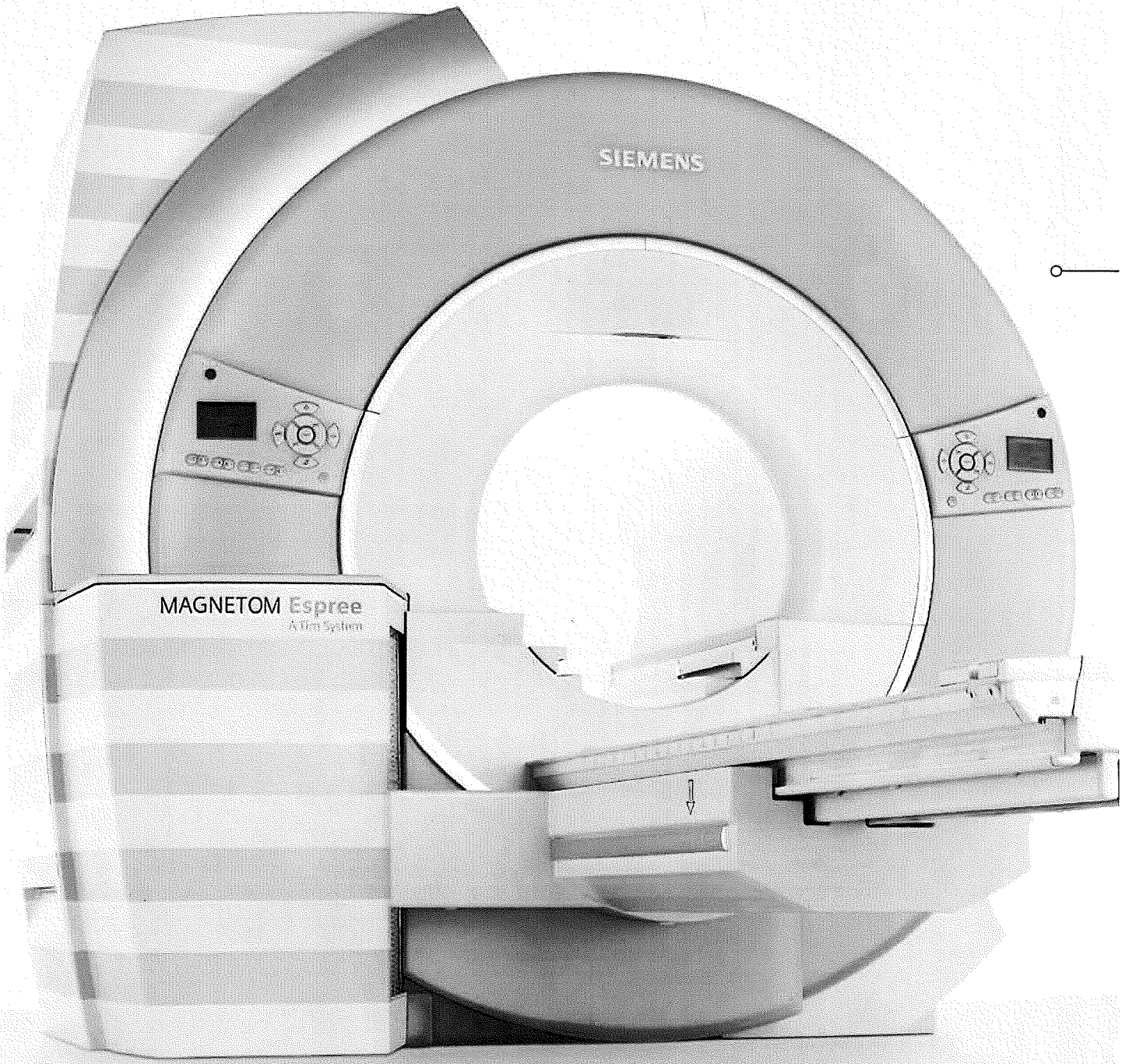


With more than 1,300 installations worldwide, MAGNETOM® Espree is, quite simply, the most successful Open Bore MRI on the market today. You'll experience revolutionary performance, increased patient satisfaction, and a wide array of applications, enabling you to do more than you ever thought possible.

MAGNETOM.

Its 70 cm Open Bore, short 125 cm system length, 1.5T field strength, and innovative Tim® (Total imaging matrix) technology will widen your clinical capabilities and open the door to a broader patient referral base, improved throughput, and better profitability.

MAGNETOM Espree.
A 1.5T MRI scanner in a unique design.


SIEMENS
MAGNETOM Espree
A Tim System

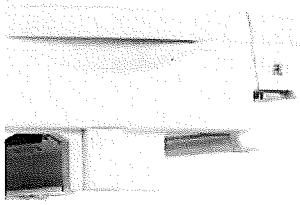
MAGNETOM Espree.
1.5T in a unique design.

Advanced Tim technology.

- Many high-channel coils for routine clinical applications
- Up to 205 cm Field-of-View in whole body
- Parallel imaging for fast exams

> p. 6/7

Trendsetting in patient comfort.



- 120 cm magnet length
- 70 cm Open Bore
- 60% head-out exams

> p. 8/9

New dimensions in applications.

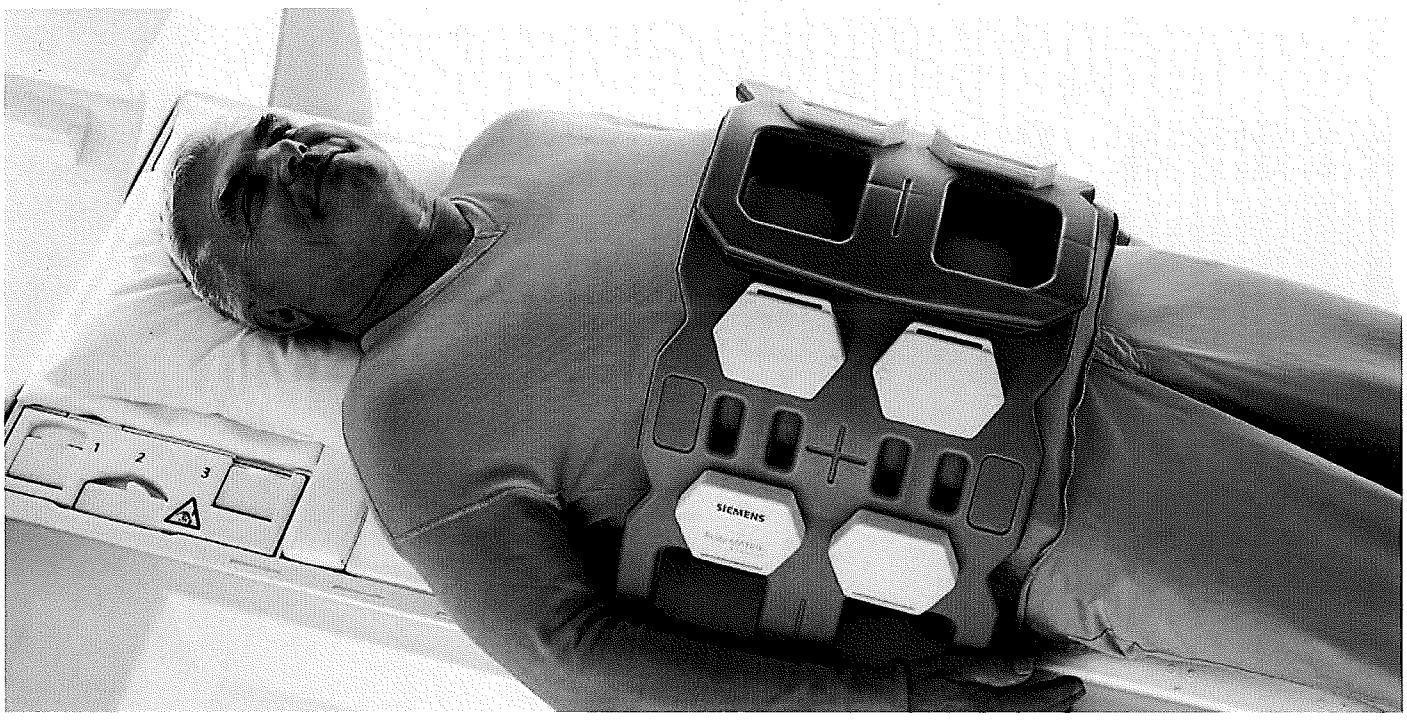
- Proven clinical performance with > 1,300 installations
- New advanced applications with the *syngo* MR B19 software version
- Optimized installation requirements

> p. 10/11

Advanced Tim technology.

Tim advances MR imaging. With flexibility, accuracy, and speed. It seamlessly integrates up to 76 coil elements with up to 32 RF channels. It escalates image quality and acquisition speed to a whole new level. With Tim's whole-body coverage, repositioning patients for multiple exams is no longer necessary. Think more exams per day. Every day.

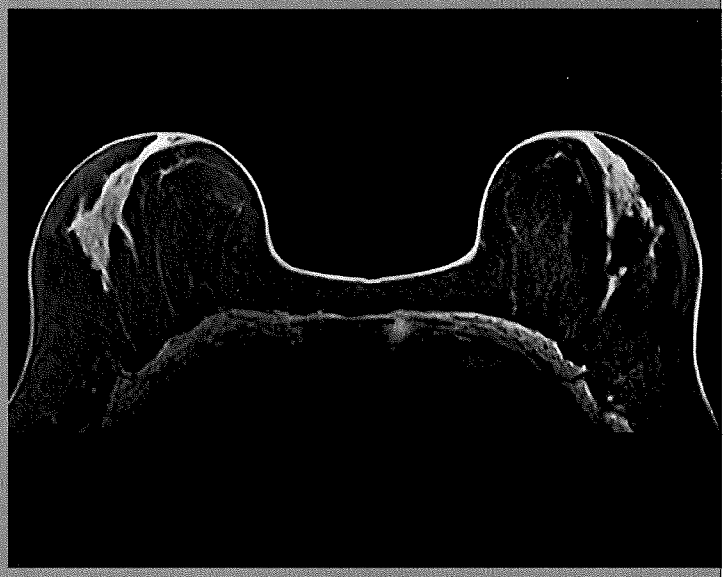
MAGNETOM Espree is based on Tim, the most innovative RF-technology integrated with a radically different Matrix coil design. Truly, one of the world's leading advances in MRI.



Flexibility
Select exams, not coils. Tim is adaptable, versatile, and easy. For faster exams and greater diagnostic confidence. Improving workflow and increasing productivity.

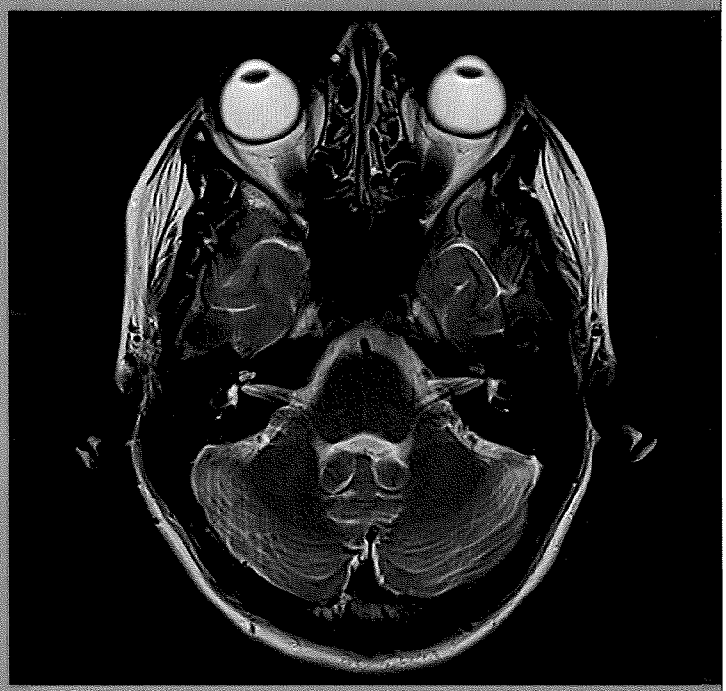
4-Channel Special-Purpose Coil
3D FLASH TOF

Accuracy
Local and total. With extreme, pinpointed precision, Tim delivers excellent image quality – from small lesions to the whole body.



16-Channel AI Breast Coil
Delayed VIEWS water excitation

Speed
Time is precious. Tim speed means faster and simpler exam set-up, and a shorter acquisition time. Now patient volume – and daily productivity – can really soar.



32-Channel Head Coil
T2 TSE

Trendsetting in patient comfort.

With MAGNETOM Espree, you – and your patients – can change the way you think about open MRI. The 70 cm inner diameter makes CT-like comfort possible in an MRI scanner. And, the scanner is remarkably short with 125 cm that enables head-out or feet-first for most exams.

When the patient's head is positioned inside the open bore – for instance with shoulder imaging – MAGNETOM Espree provides 30 cm of space above the patient's face, about twice that of traditional, vertical-field open magnets. As a result, patients are more comfortable, and more relaxed, during the exams.

But reducing patient anxiety is only one of your challenges. How do you image patients who are very obese, or have issues with pain or mobility? With ease, thanks to MAGNETOM Espree's 250 kg or 550 lbs capable patient table and Tim technology, which enables scanning in positions not possible on vertical-field open MRI scanner.

Put your patients at ease

- 70 cm Open Bore
- 30 cm of face space
- Head-out exams
- Comfortable positioning of the joints (e.g. wrist, elbow) next to the body

Accommodate patients with special needs and conditions

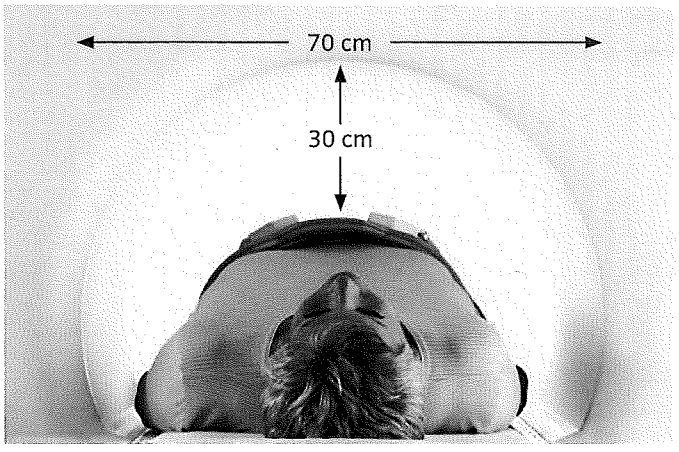
- Pain and mobility issues
- Respiratory problems
- Kyphosis

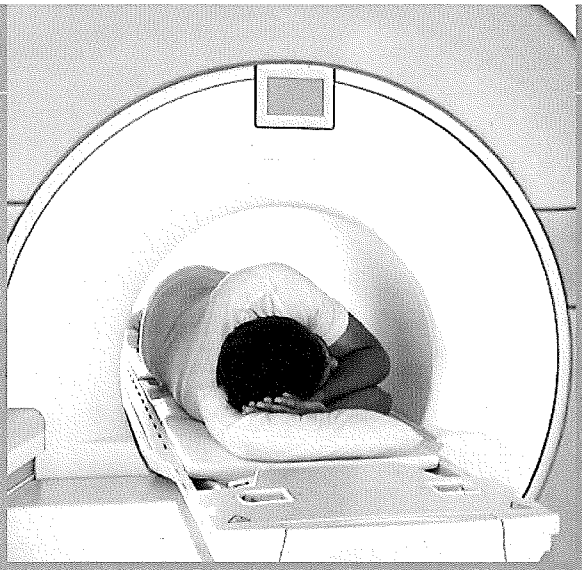
Broaden your clinical possibilities

- Easy access in interventional MRI
- Opportunities to perform more kinematic studies

Expand your care to a wider range of patients

- Obese population (up to 250 kg or 550 lbs)
- Claustrophobic patients
- Pediatric[1] and elderly patients
- ICU patients or those dependent upon medical equipment





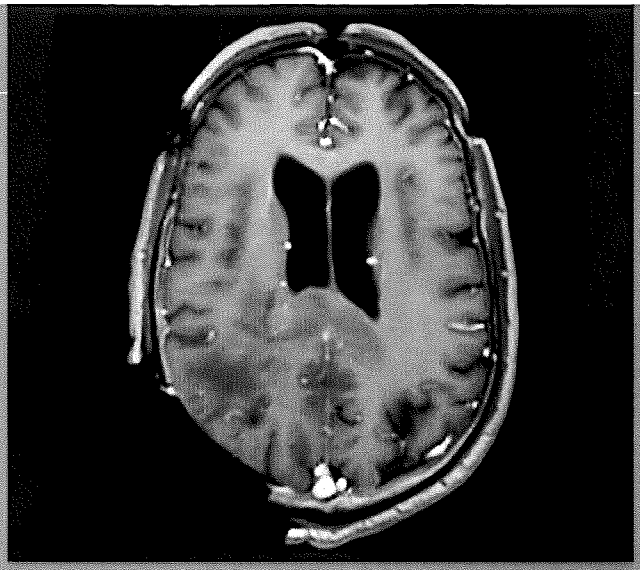
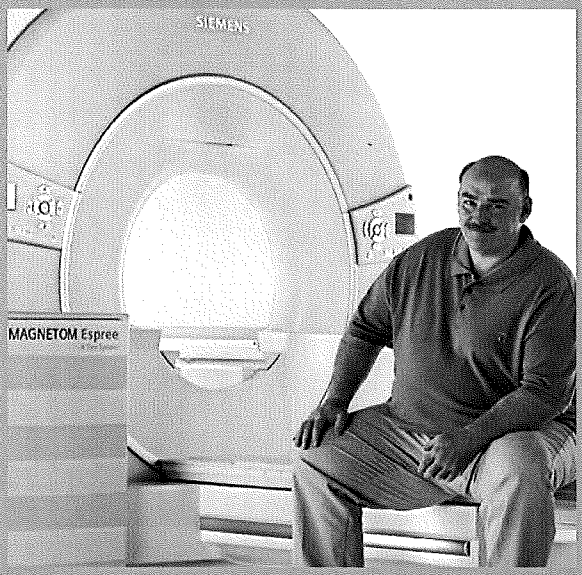
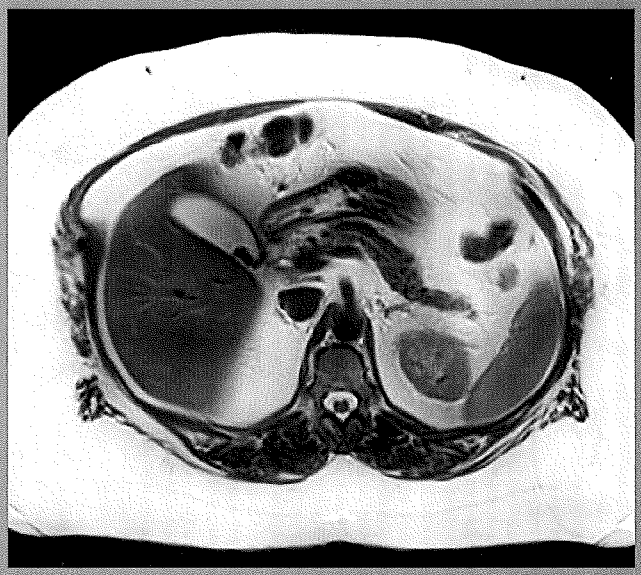
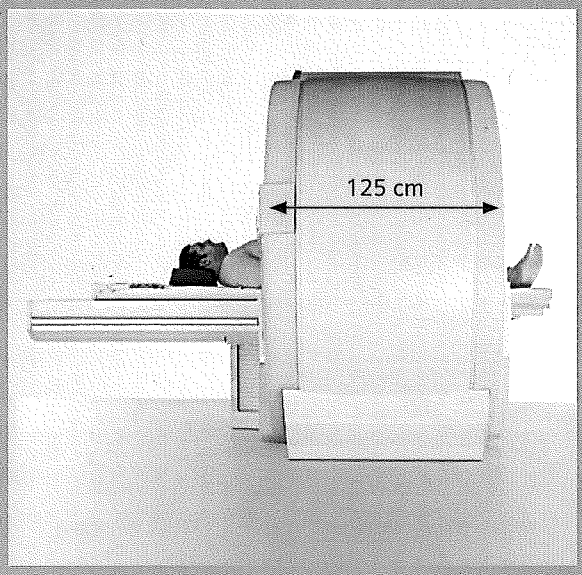


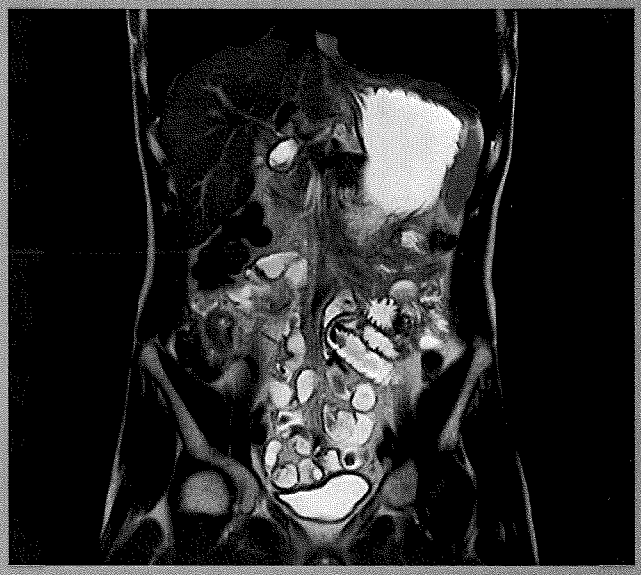
Image patients with special needs.



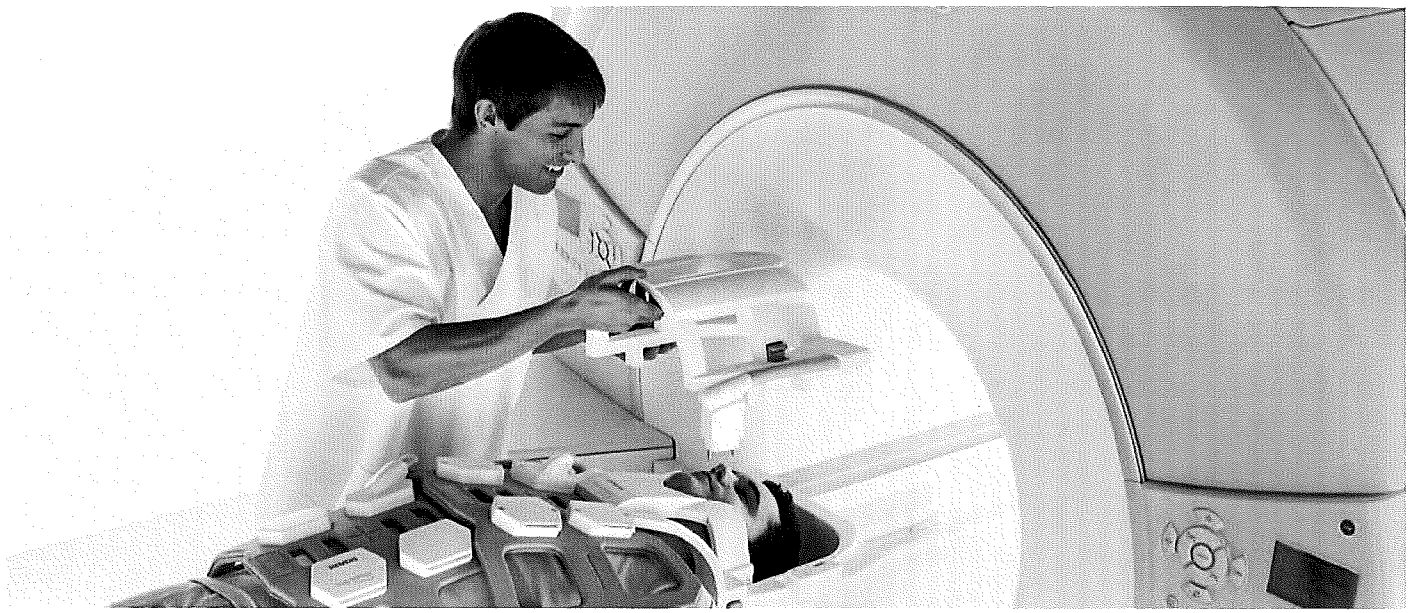


Offer 1.5T applications to larger patients – with a 250 kg or 550 lbs patient table limit.





Head outside for 60%[2] of routine applications – with the shortest system length.



New dimensions in applications.

What are your most challenging applications? Stroke? Multi-step spines? Heart disease? MAGNETOM Espree can help you evaluate the most complex pathologies, efficiently.

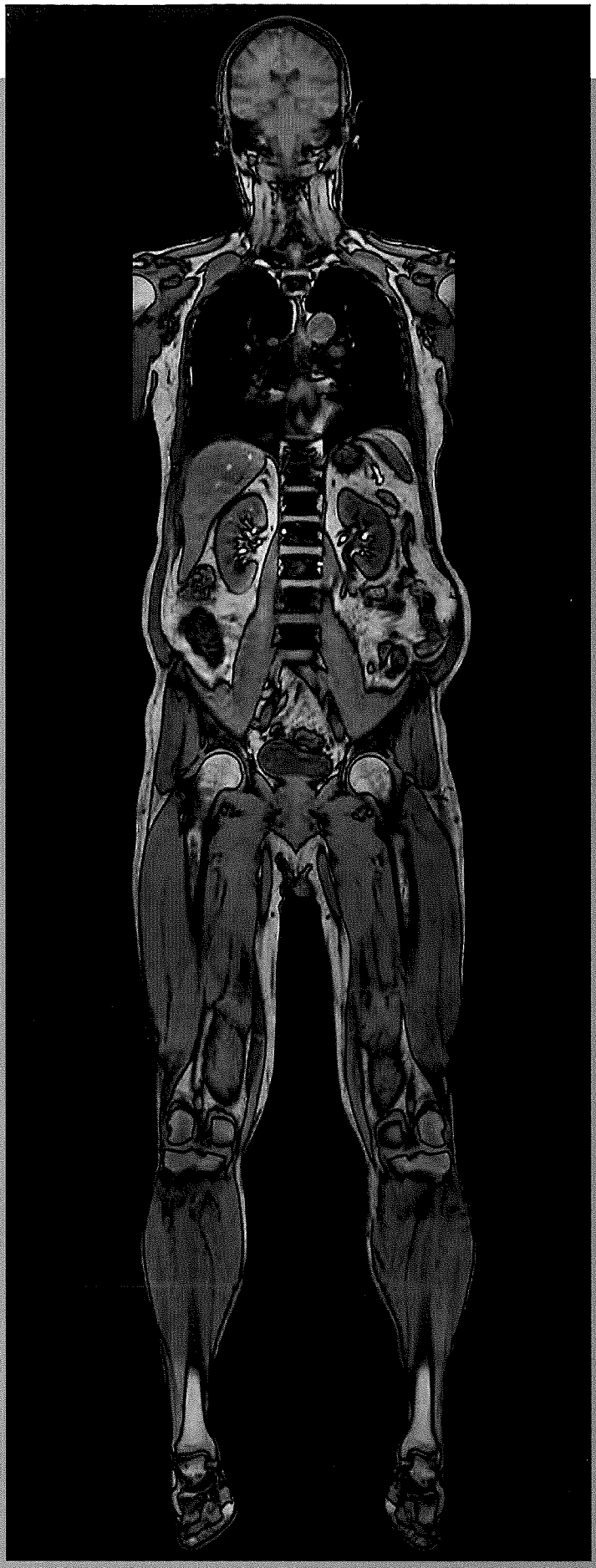
Combine the power and speed of MAGNETOM Espree with Siemens *syngo*® MR applications and you'll find innovations that will transform your workflow. An easy-to-use interface, *syngo* streamlines your process, helping you to image patients of all sizes and conditions more efficiently, productively, and easily. Your staff members will appreciate the accuracy and speed with which they can work, and you'll appreciate the potential for increased throughput and patient volume.

Head, shoulder, knee, or toe? MAGNETOM Espree gives you total flexibility, with innovative applications for each part of the body.

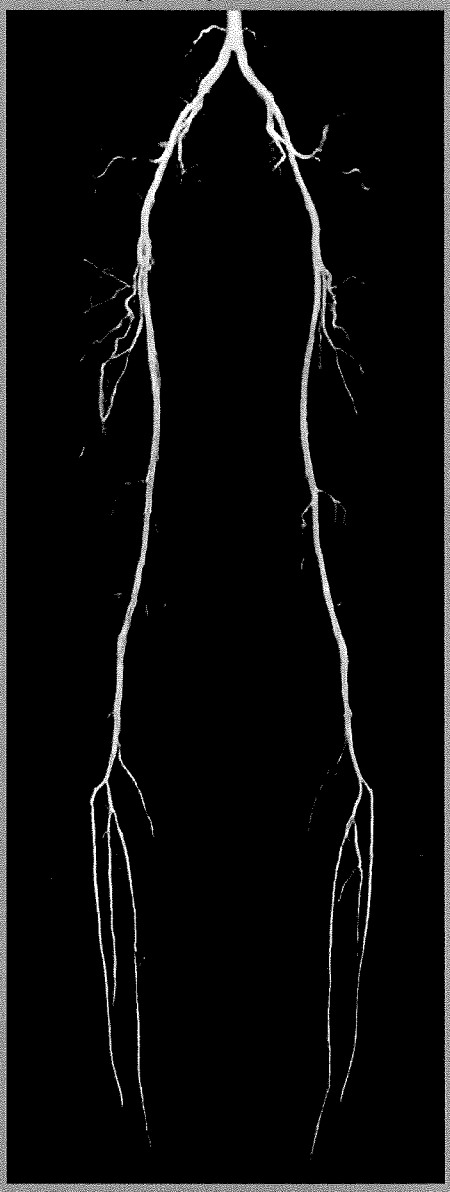
And Tim seamlessly scans up to 205 cm with no patient repositioning or coil changes. For true whole-body functionality.

Together with *syngo* MR B19 and high-channel coils, MAGNETOM Espree can offer you more advanced functionalities which answer the most challenging clinical demands.

T2 3D SPACE,
4 steps, MIP



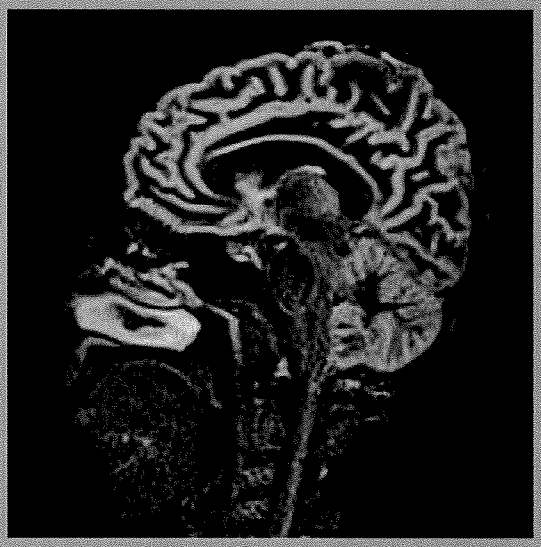
T1 FLASH opposed phase



Standard Tim Application Suite

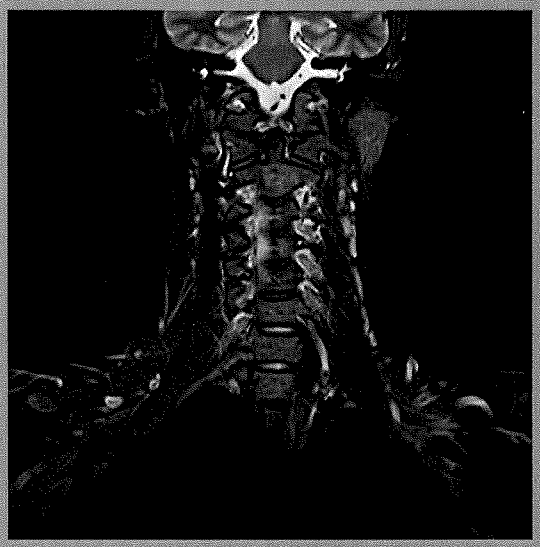
Neuro

syngo SPACE DIR offers simultaneous suppression of white matter and CSF to increased conspicuity of gray matter (intracortical) lesions.



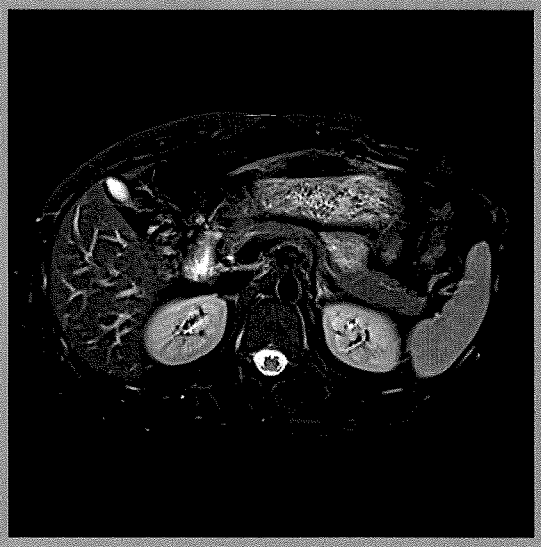
Ortho

TSE DIXON offers outstanding high-resolution images in short scanning time with excellent fat saturation.



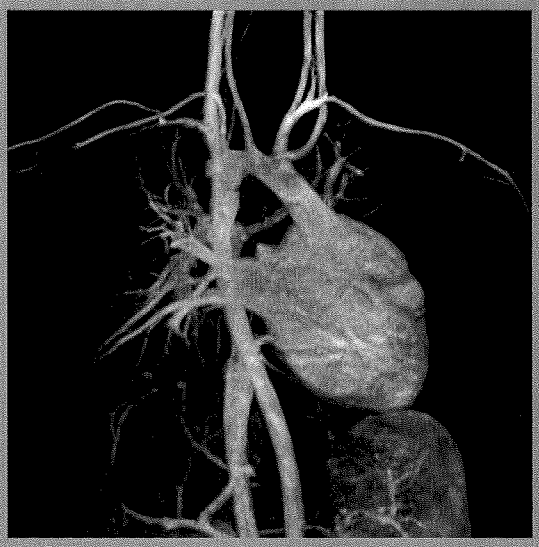
Body

Perform free-breathing, high-resolution imaging for MRCP, pancreatic, and pelvic studies, with ease.



Angio

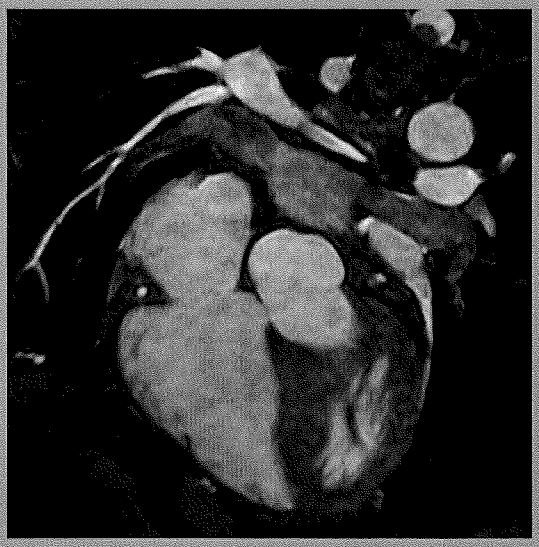
Depict vessel diseases with a wide range of contrast and non-contrast enhanced techniques.



MAGNETOM Espree is fully equipped with a broad range of dedicated applications. In each clinical field, the Tim Application Suite will help address your clinical needs without additional costs.

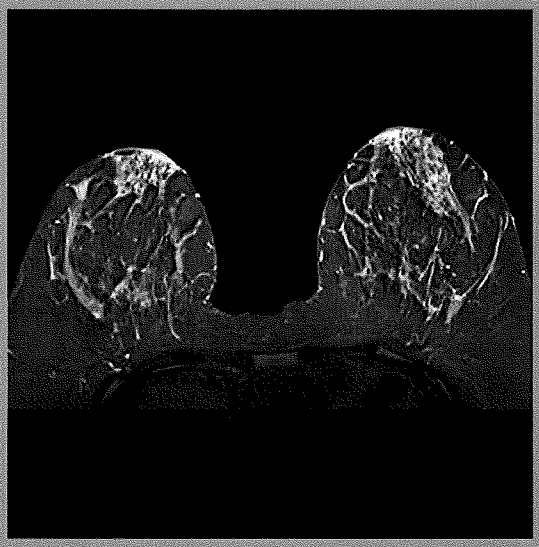
Cardiac

Easily answer clinical questions, from cardiomyopathies to ischemic, and valvular to congenital heart diseases.



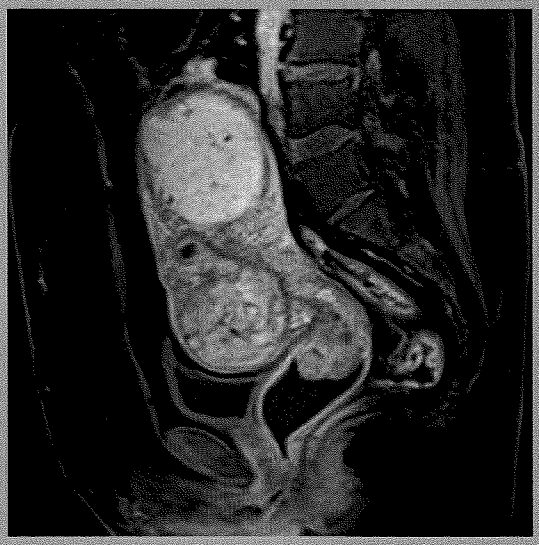
Breast

Streamline your workflow in clinical cases, including lobular cancer, breast implant assessment, and therapy monitoring.



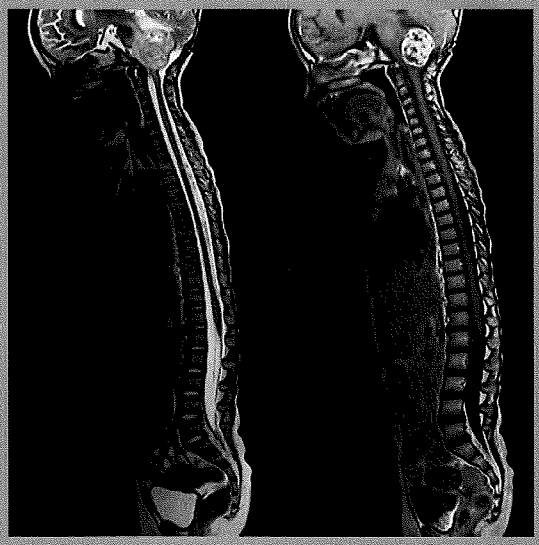
Onco

Provide state-of-the-art oncology services for tumor detection and staging of prostate, liver cancers, and more.



Pediatric[1]

Achieve excellent contrast and resolution with age-dependent protocols using ultra-fast and motion correction techniques.



Advanced Applications

Improved pre-operative screening

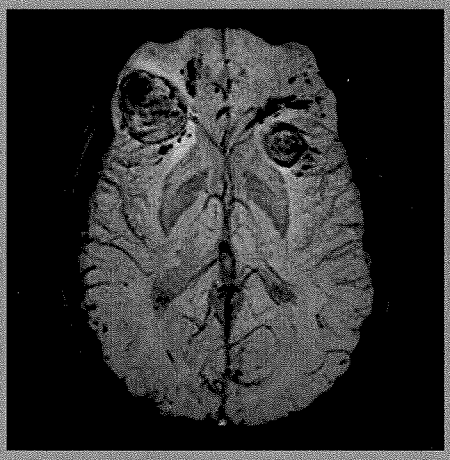
syngo DTI

Excellent visualization of brain connectivity for improved pre-operative screening with *syngo* DTI (Diffusion Tensor Imaging).

Detect micro-hemorrhages

syngo SWI

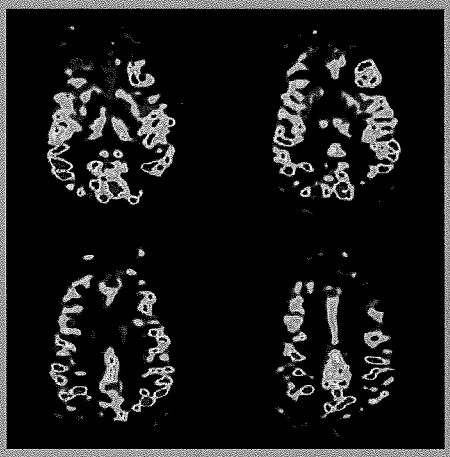
Reliably visualize micro-hemorrhages, intra-cranial bleeding, and shearing injuries with *syngo* SWI (Susceptibility-Weighted Imaging).



Non-contrast enhanced perfusion

syngo ASL

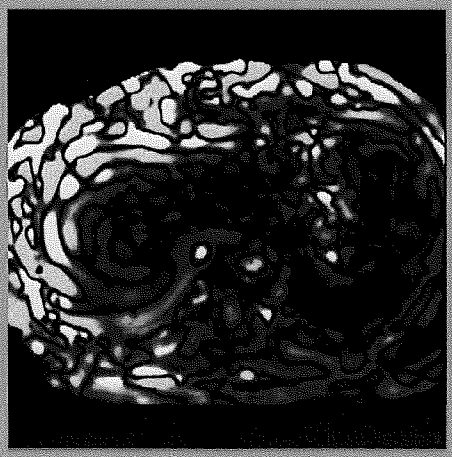
High spatial resolution perfusion imaging for evaluation of stroke, tumors, degenerative diseases, epilepsy.



Non-invasive soft tissue evaluation

MR Elastography

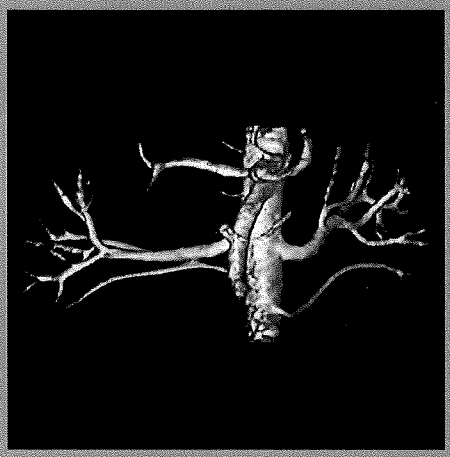
New MRI-based biomarker for characterizing tissue non-invasively. Especially in the field of liver fibrosis.



Non-contrast enhanced angiography

syngo NATIVE

Contrast-free thoracic, abdominal, and peripheral angiography providing a set of arterial and venous results.



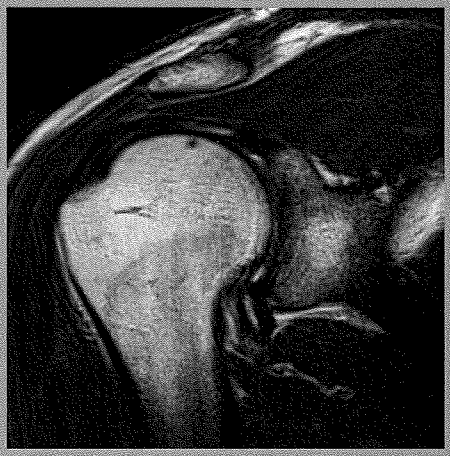
Experience cutting-edge MRI with high-end applications in all clinical fields.

Cutting-edge motion correction

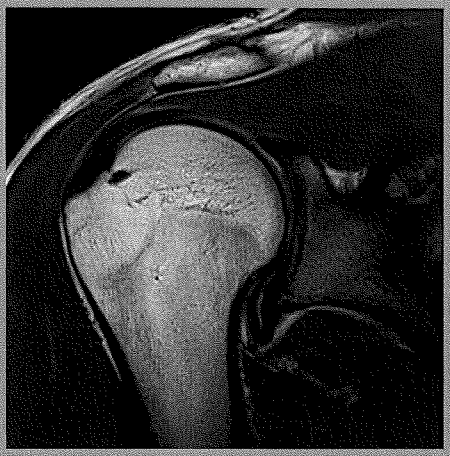
syngo BLADE

Motion-insensitive Turbo Spin Echo sequence for any organ (head, joint, spine, abdomen), for any contrast (T1, T2, DarkFluid), and for any orientation. Compatible with parallel acquisition technique.

without *syngo* BLADE



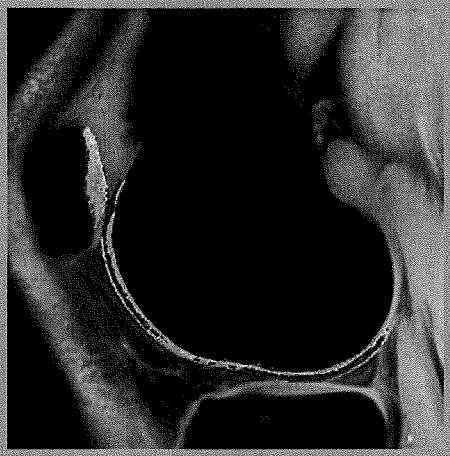
with *syngo* BLADE



Advanced tissue imaging

syngo MapIt

Map tissue T1, T2, and T2 in cartilage, liver, and any body region in minutes. Determine the best treatment for conditions such as osteo-arthritic pathology at an early stage.

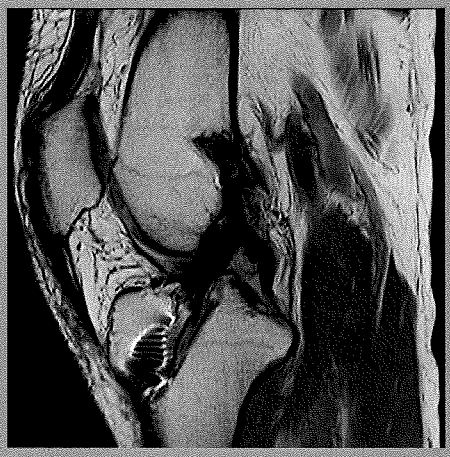


Susceptibility artifact reduction

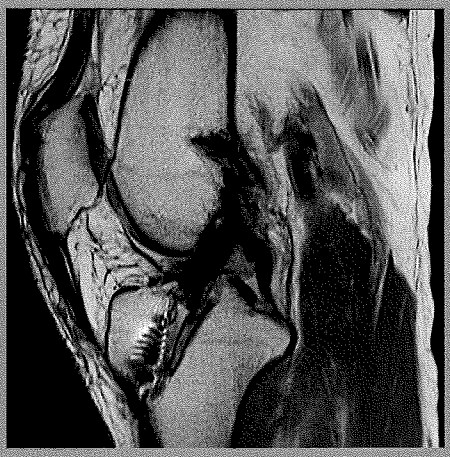
syngo WARP

2D TSE sequences combining high bandwidth protocols and VAT technique, tailored to reduce susceptibility artifacts.

without *syngo* WARP



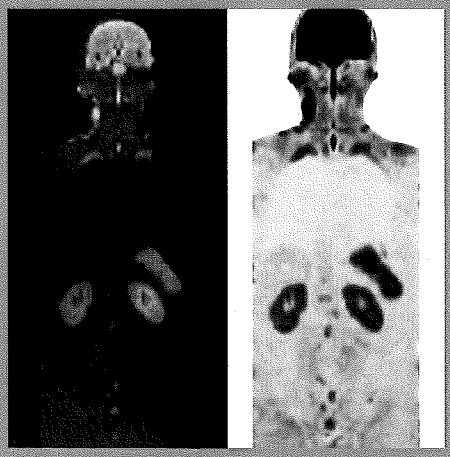
with *syngo* WARP



Body diffusion imaging

syngo REVEAL

High tumor sensitivity without contrast agent. Compatible with 2D PACE motion correction.



1.5T in a unique design.

MAGNETOM Espree is helping healthcare institutions around the world to provide clinical care for patients who are eager for a different kind of MRI experience. MAGNETOM Espree can keep you a step ahead. Now and for years to come.

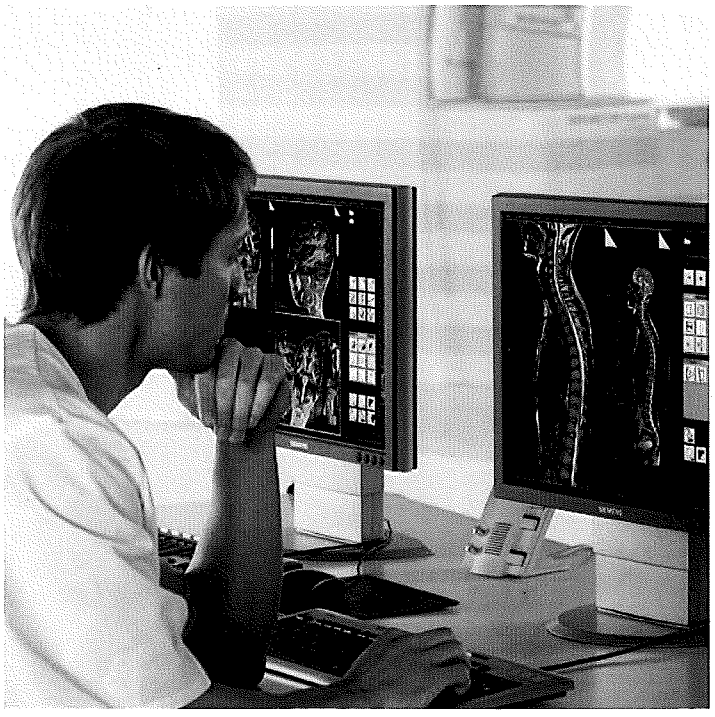
A clinical perspective.

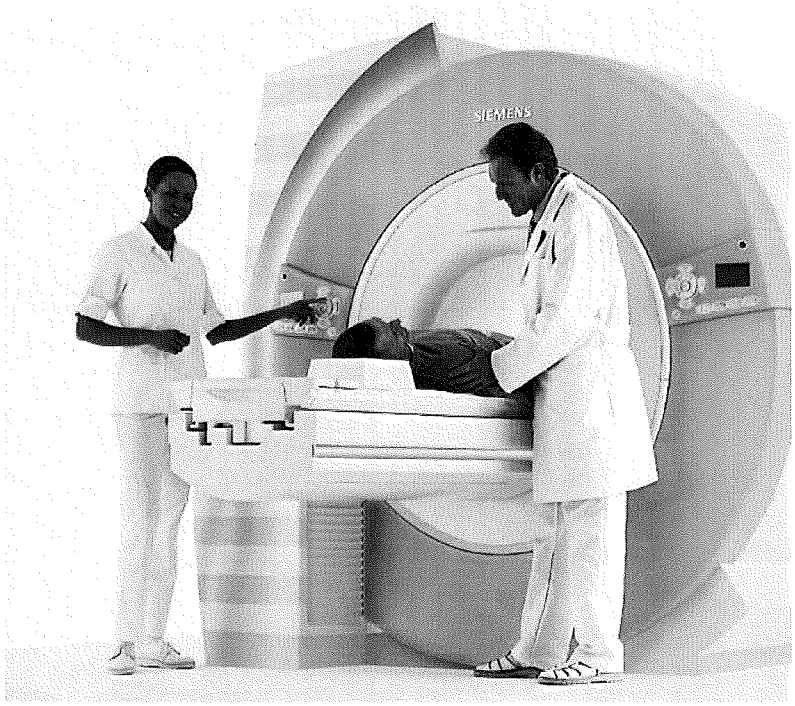
- Unparalleled flexibility, accuracy, and speed – thanks to Tim
- Broad range of dedicated applications
- Up to 100%[2] more signal-to-noise ratio with surface coils
- Extended Field-of-View to image the whole disease

With the power of Tim and the simplicity of *syngo*, MAGNETOM Espree streamlines the entire radiology process, from ordering through planning, performing exams, processing, reporting, and distribution.

Workflow Innovations

- ***syngo* Inline Technology:**
  Allows you to perform certain processing steps as early as during image reconstruction and display them immediately after completion. This means processing instead of post-processing. Subtraction images, maximum intensity projection, etc., are displayed immediately after completion of the scan.
- ***syngo* Phoenix and PhoenixZIP:**
  Enable simple exchange of MR protocols, quickly retrieving the entire protocol information in one easy drag-and-drop step. This allows reproducible follow-up examinations.
- ***syngo* AutoAlign solutions:**
  Facilitates reproducible slice positioning in the head and the spine. No manual adjustments are needed. This maximizes standardization and comparability in follow-up examinations.
- ***syngo*.via:**
  The seamless integration of *syngo*.via further improves not only the workflow right at the scanner. But also the workflows beyond.





A patient perspective.

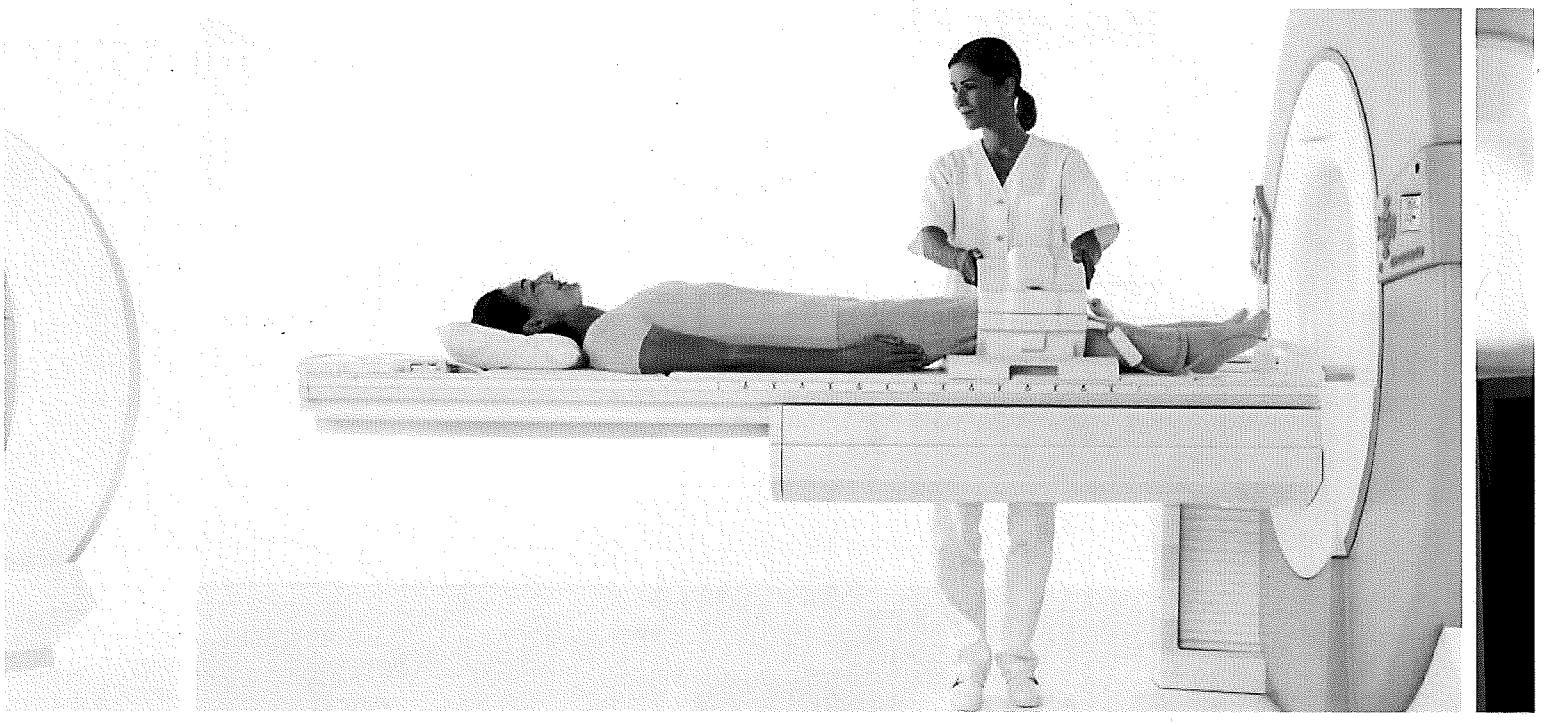
- 70 cm Open Bore
- Feet-first exams for nearly all MRI procedures
- 60%[2] of the examinations with head outside the gantry
- Obese patients up to 250 kg or 550 lbs
- Short scan times
- Ultra-lightweight Tim coils

Picture the difference 1.5T can make: By combining a high-field 1.5T magnet with an open MRI, you can perform advanced imaging, no matter what your patient's size is. You'll be able to better address the patient's disease states with appropriate imaging techniques: From cardiac breath-hold studies to peripheral run-off exams, and more. All with superior, high-quality imaging never seen before in open MRI.

It's about improving your clinical confidence, regardless of patient size, with accuracy and speed. With its superior signal-to-noise ratio (SNR), better contrast and shorter exam times, MAGNETOM Espree enables you to see what you are missing with other lower-field scanners.

And with Tim technology, you'll have the most flexible access to large Fields-of-View. Traditional vertical-field open MRIs are restricted by the Field-of-View of each individual coil. But Tim allows you to combine elements from physically separate coils without patient repositioning or coil changes.

The result? A much faster clinical routine that enables shorter exam times for you and your patients.

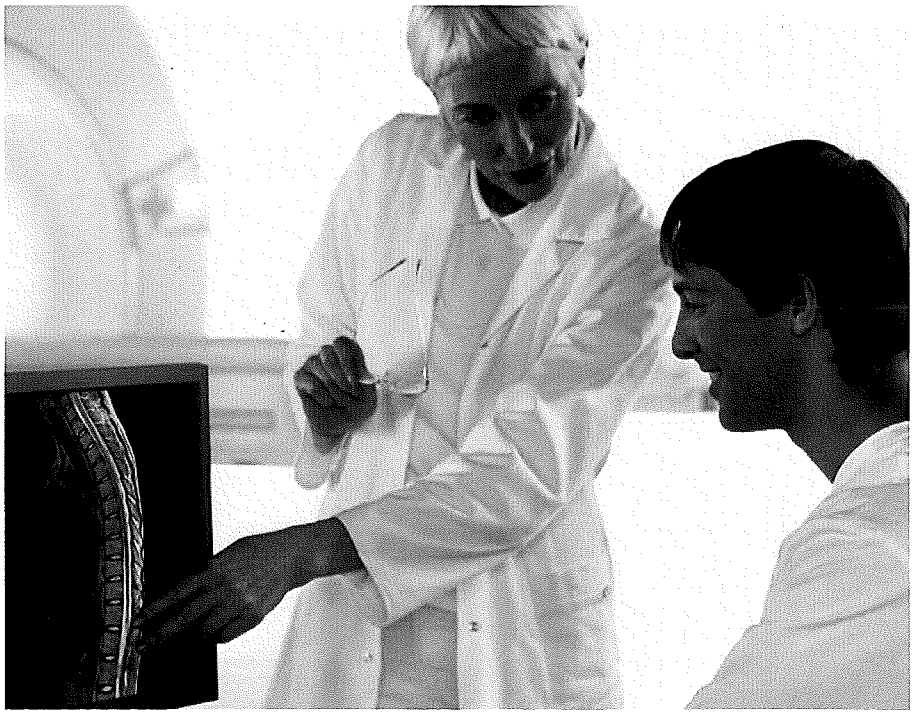


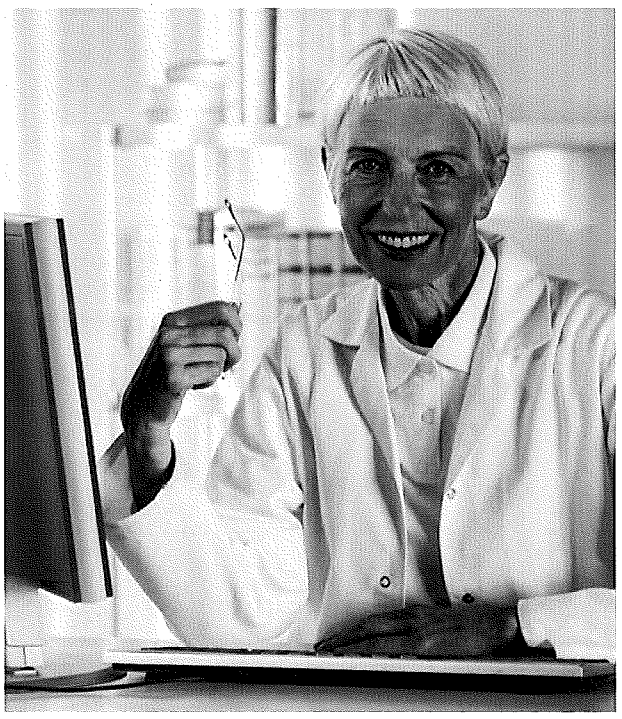
A business perspective.

- Easy siting conditions with no need for a dedicated computer room
- Low siting costs due to compact size. Magnet, equipment, and control room fit into 27 m^2 or 290 sq ft
- Zero Helium boil-off minimizes lifecycle costs
- Low power requirements and cooling demands
- Fewer purchases of dedicated coils
- Higher patient throughput with shortened examinations times – thanks to Tim

With MAGNETOM Espree, Siemens has achieved the almost impossible: The combination of unprecedented patient comfort in 1.5T and minimized lifecycle costs. From the time of installation, MAGNETOM Espree saves you money. The modern, compact design permits easy and efficient installation and requires very little of your expensive floor space. And due to Zero Helium boil-off, lowest power requirements and cooling demands, you save additional money every time you use your MAGNETOM Espree.

And with Tim technology you get the most out of your investment. Tim dramatically improves workflow by speeding exams and increasing throughput. Patient set-up is faster, scan times are reduced, and Inline Technology processes data automatically.





Customer Care

Customer Services

Siemens' solutions help you maintain uptime, improve performance, and optimize workflow for sustainable healthcare, while ensuring that your staff is trained to deliver the highest quality results possible. You can depend on us as a trusted partner.

MORE Clinical Expertise

Enhanced expertise, greater efficiency, and high productivity thanks to education, consulting services, and personalized training. Our dedicated application specialists will help you to effectively use your systems to ensure a high level of satisfaction for your business and your patients.

www.siemens.com/uptime-services

syngo Evolve MR

Up-to-date, powerful hardware and software are key factors for enhancing the performance and diagnostic quality of your systems. *syngo* Evolve helps you to keep pace with rapidly developing technological advances throughout the complete life cycle of your system.

www.siemens.com/syngo-evolve

Customized Service Agreements

Different needs call for individual service agreements. That is why we have structured our technical services in modules and additional options. By selecting the best combination of modules and options, we develop an individualized Performance Plan that ensures an optimal service solution for your situation.

www.siemens.com/performance-plans

Redefine your MRI system

Redefine your MRI system with options and upgrades. Keep pace with innovations and keep your system state of the art during its entire product lifecycle. Get your personalized recommendation and discover new coils and clinical software applications. Try them out with a software trial license and experience how you can redefine your system to meet your needs.

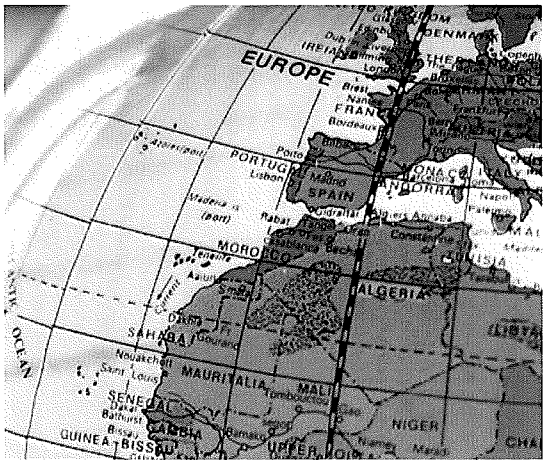
www.siemens.com/redefine

MAGNETOM World

Our online platform with clinical information, case reports, protocols, application tips, and talks by international experts is growing every day.

Stay informed at:

www.siemens.com/magnetom-world



MAGNETOM Espree.

1.5T in a unique design.

CT-like patient comfort

due to 125 cm system length,
70 cm Open Bore, and *syngo* TimCT
(Continuous Table move)

Comprehensive clinical functionality

with advanced applications in *syngo* MR B19
and more high-channel coils

Easy maintenance

through low installation
and operating costs

Leading.
With MAGNETOM.

On account of certain regional limitations of sales rights and service availability, we cannot guarantee that all products included in this brochure are available through the Siemens sales organization worldwide. Availability and packaging may vary by country and are subject to change without prior notice. Some/All of the features and products described herein may not be available in the United States. Some products are still under development and not commercially available yet. Their future availability cannot be ensured.

The information in this document contains general technical descriptions of specifications and options as well as standard and optional features which do not always have to be present in individual cases.

Siemens reserves the right to modify the design, packaging, specifications, and options described herein without prior notice. Please contact your local Siemens sales representative for the most current information.

Note: Any technical data contained in this document may vary within defined tolerances. Original images always lose a certain amount of detail when reproduced.

Please find fitting accessories: www.siemens.com/medical-accessories

[1] MR scanning has not been established as safe for imaging fetuses and infants under two years of age. The responsible physician has to decide about the benefit of the MRI examination in comparison to other imaging procedures.

[2] Data on file; results may vary.

Images courtesy of:
- Centro Diagnostico Brazil, Sao Paulo, Brazil
- Hiae Jardins, Sao Paulo, Brazil
- Hospital Israelita Albert Einstein, Sao Paulo, Brazil
- Hospital Sirio Libanes, Sao Paulo, Brazil
- Labscardiolab Centro, Niteroi, Brazil
- Klinikum Bremen Mitte, Bremen, Germany
- Neurochirurgie, Guenzburg, Germany
- Hospital San José Tec de Monterrey, City of Monterrey, Mexico
- Chang Zhou City No.3 People Hospital, Chang Zhou, P.R. China
- Hospital Britanico, Montevideo, Uruguay
- Policlinica Santa Ana, Bolivar, Venezuela
- Battlefield Imaging, Ringgold, USA
- HUP Perelman Center for Advanced Medicine, Philadelphia, USA
- South Jersey Radiology Associates, Turnersville, USA
- UPMC St. Margaret's, Pittsburgh, USA

Global Business Unit
Siemens AG
Healthcare Sector
Magnetic Resonance
Henkestr. 127
91052 Erlangen
Germany
Phone: +49 9131 84-0

Local Contact Information

In the USA
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway
Malvern, PA 19355
Phone: +1 888-826-9702
Phone: +1 610-448-4500
Fax: +1 610-448-2254

In China
Siemens Medical Park, Shanghai
278, Zhouzhu Road
SIMZ, Nanhui District
Shanghai, 201318, P.R. China
Phone: +86-21-38895000
Fax: +86-10-28895001

In Japan
Siemens Japan K.K.
Gate City Osaki West Tower
1-11-1 Osaki
Shinagawa-ku, Tokyo 141-8644
Phone: +81 3 5423 8411

In Asia
Siemens Pte Ltd
Healthcare Sector
Regional Headquarters
The Siemens Center
60 MacPherson Road,
Singapore 348615
Phone: +65 6490-6000
Fax: +65 6490-6001

Global Siemens Headquarters
Siemens AG
Wittelsbacherplatz 2
80333 Muenchen
Germany

Global Siemens Healthcare Headquarters
Siemens AG
Healthcare Sector
Henkestrasse 127
91052 Erlangen
Germany
Phone: +49 9131 84-0
www.siemens.com/healthcare

Legal Manufacturer
Siemens AG
Wittelsbacherplatz 2
DE-80333 Muenchen
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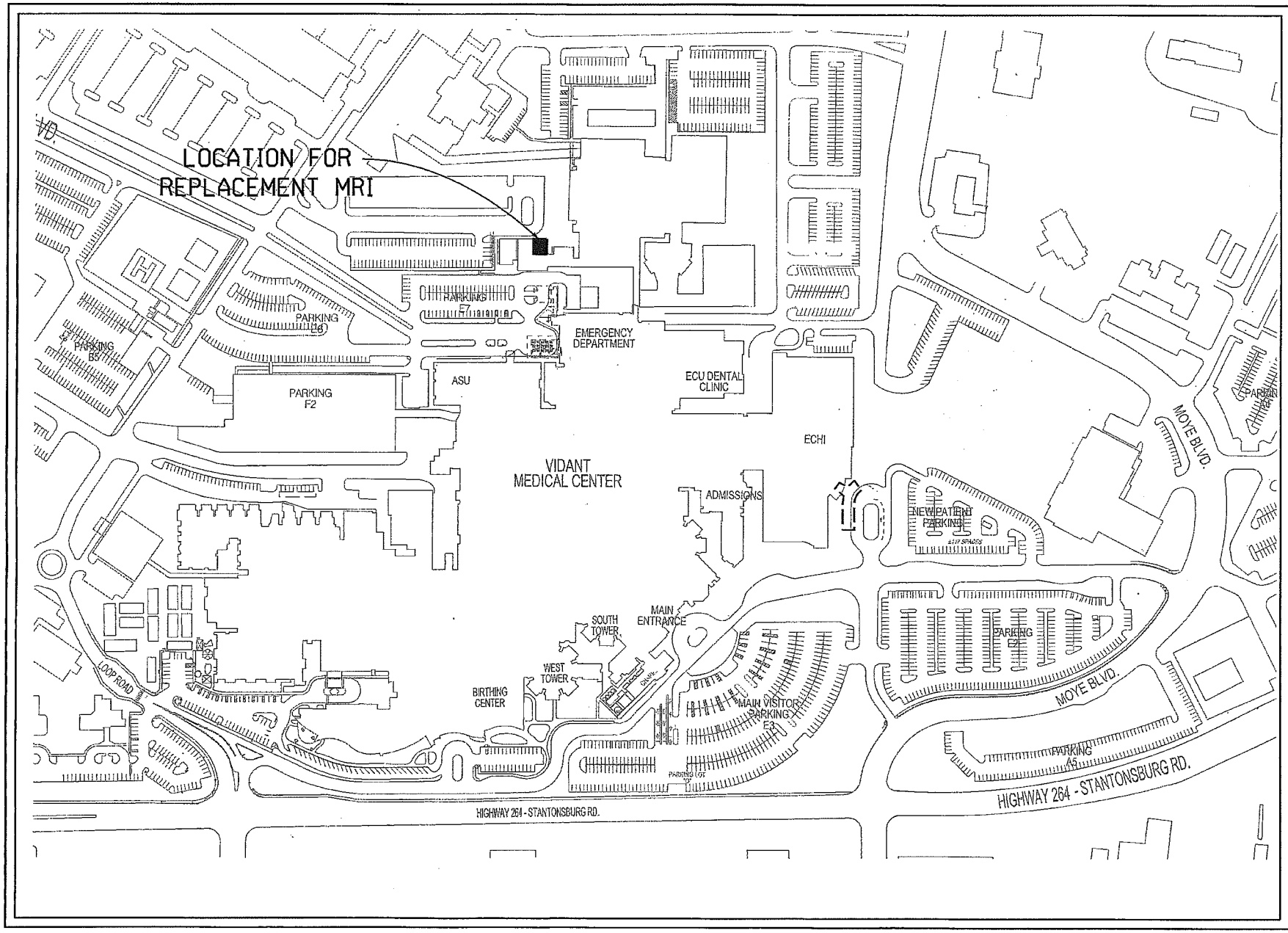
Appendix C

Current and Proposed Drawings



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DOCTORS PARK #1C
GREENVILLE, NC 27834
(252) 847-4587 PHONE
(252) 847-8284 FAX

VIDANT MEDICAL CENTER

GREENVILLE, NORTH CAROLINA

OPEN MRI REPLACEMENT

REVISIONS

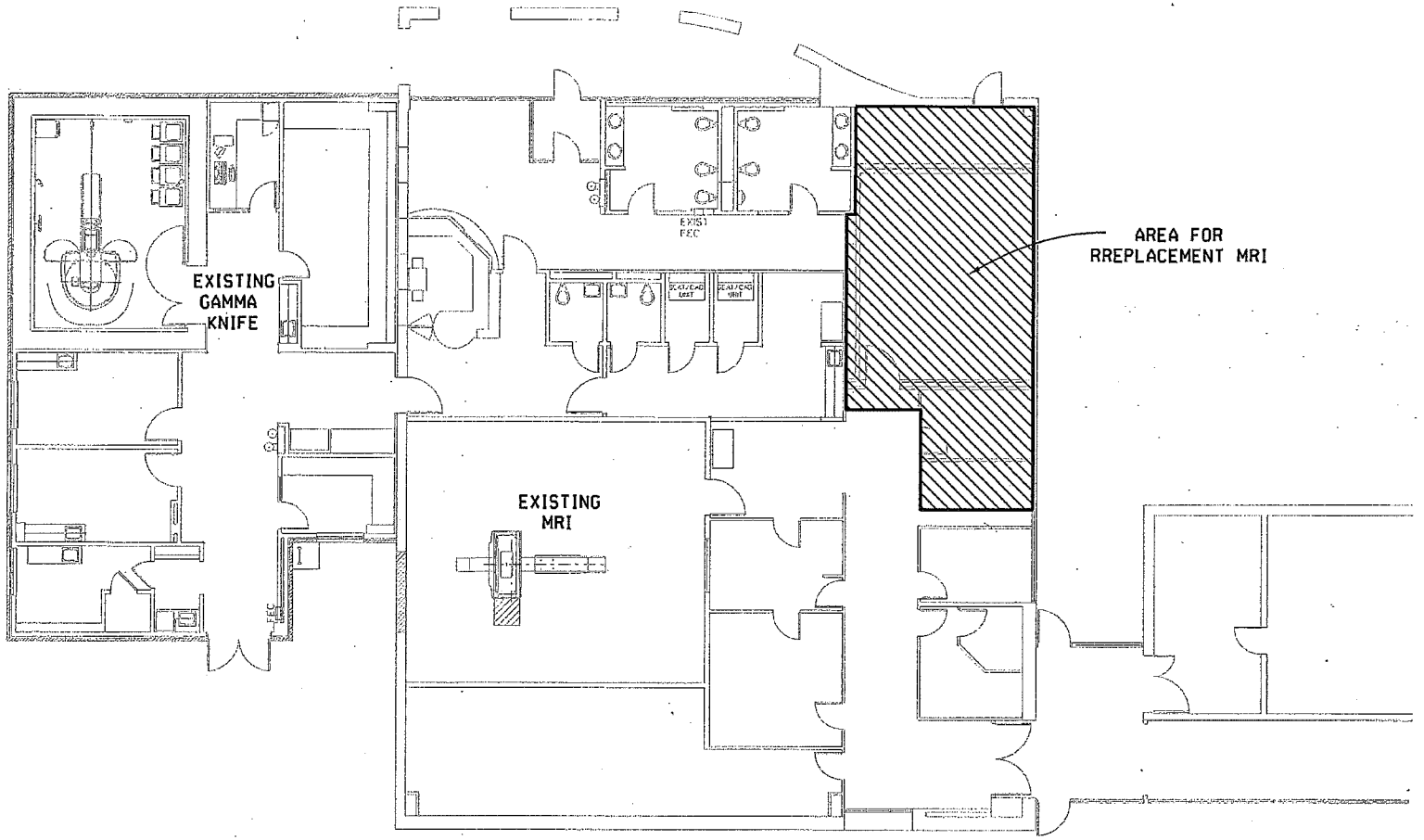
MARK	DATE	DESCRIPTION
-	-	-

PROJECT NO.	3771
DATE	12/23/2014
DRAWN BY	D. NEWBOLD

SHEET NO. 01 OF 3

C-1

LOCATION PLAN



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DOCTORS PARK #1C
GREENVILLE, NC 27834
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(252) 847-8204 FAX

VIDANT MEDICAL CENTER

GREENVILLE, NORTH CAROLINA

OPEN MRI REPLACEMENT

REVISIONS

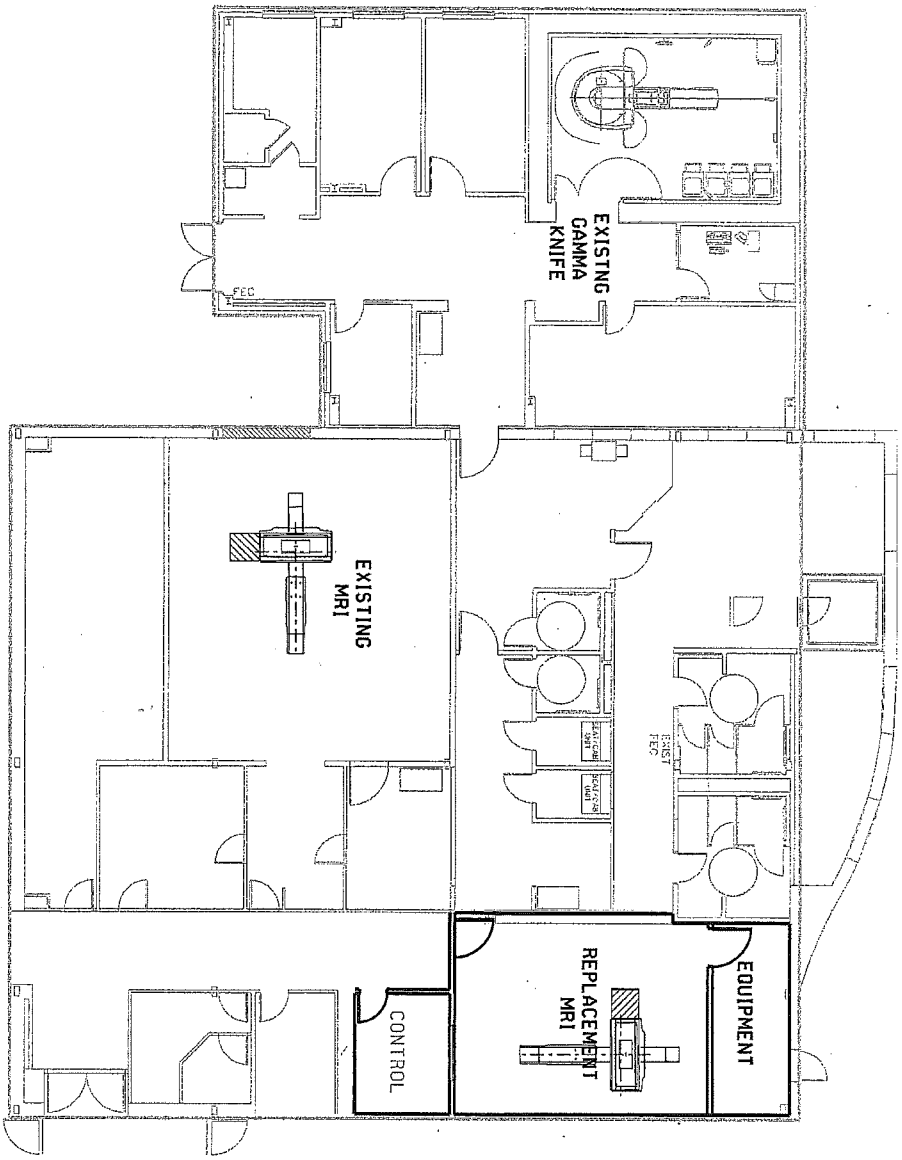
MARK	DATE	DESCRIPTION
1		
2		
3		

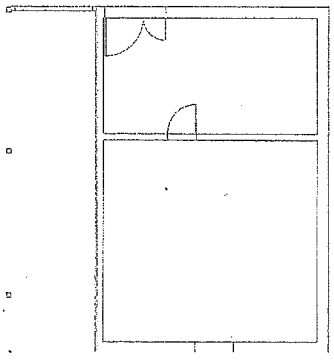
PROJECT NO.	3771
DATE	12/23/2014
DRAWN BY	D. NEWBOLD

SHEET NO. 02 OF 3

A-1

AREA PLAN





A-2	SHEET NO.	03 OF 3
FLOOR PLAN	PROJECT NO.	3771
	DATE	12/23/2014
	DRAWN BY	D. REINBOLD

MARK	DATE	DESCRIPTION
-	-	-

REVISIONS

VIDANT MEDICAL CENTER

GREENVILLE, NORTH CAROLINA

OPEN MRI REPLACEMENT

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2100 STANTONSBURG ROAD
GREENVILLE, NC 27834
(252) 847-4567 PHONE
(252) 847-8204 FAX

Appendix D

Capital Cost Sheet

CAPITAL COST SUMMARY

Site Costs		
(1) Full purchase price of land	$ 0	
Acres 0 Price per Acre $_____		
(2) Closing costs	$ 0	
(3) Site Inspection and Survey	$ 0	
(4) Legal fees and subsoil investigation	$ 0	
(5) Site Preparation Costs [Include]		
Soil Borings		
Clearing and Grading		
Roads and Parking		
Sidewalks		
Water and Sewer		
Excavation and Backfill		
Termite Treatment		
Sub-Total Site Preparation Costs	$ 0	
(6) Other (Specify)	$ 0	
(7) Sub-Total Site Costs		$ 0
Construction Contract		
(8) Cost of Materials [Include]		
General Requirements		
Concrete/Masonry		
Woods/Doors & Windows/Finishes		
Thermal & Moisture Protection		
Equipment/Specialty Items		
Mechanical/Electrical		
Sub-Total Cost of Materials	$ 193,620	
(9) Cost of Labor	$ 129,080	
(10) Other		
(11) Sub-Total Construction Contract		$ 322,700
Miscellaneous Project Costs		
(12) Building Purchase	$ 0	
(13) Fixed Equipment Purchase/Lease	$ 995,000	
(14) Movable Equipment Purchase/Lease	$ 280,000	
(15) Furniture	$ 0	
(16) Landscaping	$ 0	
(17) Consultant Fees		
Architect and Engineering Fees	$ 47,300	
Legal Fees		
Market Analysis		
CON Preparation		
Sub-Total Consultant Fees	$ 47,300	
(18) Financing Costs (e.g. Bond, Loan, etc.)	$ 0	
(19) Interest During Construction	$ 0	
(20) Other (Specify)	$ 0	
(21) Sub-Total Miscellaneous		$ 1,322,300
(22) Total Project Capital Cost (Sum A-C above)		$ 1,645,000

NOTE: The $280,000 in "Movable Equipment" is the estimated cost of having to use mobile MRI services during the 4 month project development time frame (4 months @ $70,000/mo)

Appendix E

Existing Equipment Removal Letter

SIEMENS

December 23, 2014

Ms. Sandra Sackrison

System Service Line Administrator, Radiology

Vidant Medical Center

2100 Stantonsburg Road

Greenville, NC 27834

Subject: Espree MRI System

Dear Ms. Sackrison,

This letter is to confirm the existing Siemens Espree MRI System will be removed by Siemens Healthcare and will be permanently removed from North Carolina and will no longer be exempt from requirements of the North Carolina Certificate of Need law, and will not be used in North Carolina without first obtaining a new certificate of need.

If you have any questions, please call me at 919-605-9227.

Very Truly Yours,

Stuart R. Waddey

Key Account Executive

Siemens Medical Systems, Inc.

Sales and Service Group

7616 F. Business Park Drive
Greensboro, NC 27409

Tel: (336) 668-0965
Fax: (336) 665-1620 Zone
Fax: (336) 668-0885 District

Appendix F

Response to Required Questions

Responses to the Required Questions

1. **A comparison of the existing and replacement equipment, using the format in the attached table. Note: If the manufacturer's model and serial numbers for the existing equipment are not provided, the exemption request will not be processed until the numbers are provided.**

   See equipment comparison table in Appendix B

2. **A description of the basic technology and functions of the existing and replacement equipment, including diagnostic and treatment purposes for which the equipment is used or capable of being used.**

   Magnetic resonance imaging (MRI) is a test that uses a magnetic field and pulses of radio wave energy to make pictures of organs and structures inside the body. In many cases, MRI gives different information about structures in the body than can be seen with an X-ray, ultrasound, or computed tomography (CT) scan. MRI also may show problems that cannot be seen with other imaging methods. MRI is used to find problems such as tumors, bleeding, injury, blood vessel diseases, or infection.

3. **Brochures or letters from the vendor describing the capabilities of the existing equipment and the replacement equipment.**

   See equipment brochures in Appendix B

4. **A copy of the purchase order for the existing equipment, including all components and original purchase price.**

   See the documentation for the existing equipment n Appendix B

5. **A copy of the title, if any, for the existing equipment or the capital lease for the existing equipment.**

   The existing equipment was purchased new. A title for the equipment does not exist.

6. **If the replacement equipment is to be leased, a copy of the proposed capital lease that transfers substantially all the benefits and risks inherent in the ownership of the equipment to the lessee of the equipment, in accordance with criteria in Generally Accepted Accounting Principles (GAAP).**

   Not Applicable. The replacement equipment will be purchased new, not leased.

7. **If the replacement equipment is to be purchased, a copy of the proposed purchase order or quotation, including the amount of the purchase price before discounts and trade-in allowance.**

   See Appendix A for the complete quote for the replacement equipment from the vendor.

8. **A letter from the person taking possession of the existing equipment that acknowledges the existing equipment will be permanently removed from North Carolina, will no longer be exempt from requirements of the North Carolina Certificate of Need law, and will not be used in North Carolina without first obtaining a new certificate of need.**

   See Appendix E for documentation from the vendor that shows the existing equipment will be permanently removed from North Carolina, will no longer be exempt from requirements of the North Carolina Certificate of Need law, and will not be used in North Carolina without first obtaining a new certificate of need.

9. **Documentation that the existing equipment is currently in use and has not been taken out of service.**

   The existing equipment is currently not in service. The room has developed major shielding problems due to water damage. For patient safety, the unit needs to be replaced and repairs to the shielding are needed. See Appendix G for a letter from VMC's Chief of Radiology documenting the issue.

Appendix G

Letter From Chief of Radiology

VIDANT HEALTH™

December 17, 2014

To Whom it May Concern:

The room that houses Vidant Medical Center's Siemens Esprit MR unit has developed a major shielding problem due to water damage. This problem has in turn resulted in artifacts in the images produced by that unit which constitute a significant patient safety issue requiring immediate attention. Addressing this issue will require removal of the MR unit, repair of the room shielding, and replacement of the unit. This needs to be done immediately in order to restore the functionality of this MR unit (one of only 3 at our 900 bed tertiary referral center) and provide safe care for our patients.

Please contact me if I can provide additional information related to this matter.

Sincerely,

Brian S. Kuszyk, MD
Chief of Radiology, Vidant Medical Center
Vice President, Eastern Radiologists

Vidant Medical Center
2100 Stantonsburg Road
Greenville, NC 27834-2818
PO Box 6028
Greenville, NC 27835-6028
252.847.4100
VidantHealth.com