



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

May 10, 2013

Lynn Pitman  
Medical Center Boulevard  
Winston-Salem, NC 27157

**Exempt from Review - Replacement Equipment**

Facility: Lexington Medical Center  
Project Description: Replace existing fixed Philip MRI scanner with new Siemens MRI scanner  
County: Davidson  
FID #: 943307

Dear Ms. Pitman:

In response to your letter of April 30, 2013, 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, a new Siemens Magnetom Aera 1.5T fixed MRI scanner, part number 14416900 to replace the existing Philip Intera MRI scanner #8139 purchased 10 years ago. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Section with the serial number of the new equipment to update the inventory. Moreover, you need to contact the Construction Section, 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,

Kim Randolph  
Project Analyst

Craig R. Smith, Chief  
Certificate of Need Section

cc: Construction Section, DHSR  
Medical Facilities Planning Section, DHSR



**Certificate of Need Section**

www.ncdhhs.gov

Telephone: 919-855-3873 • Fax: 919-733-8139

Location: Edgerton Building • 809 Ruggles Drive • Raleigh, NC 27603

Mailing Address: 2704 Mail Service Center • Raleigh, NC 27699-2704

An Equal Opportunity/ Affirmative Action Employer

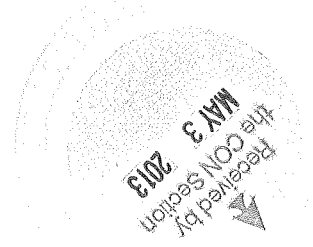


*Tim*

April 30, 2013

**Lynn S. Pitman**  
Associate Vice President

Craig Smith, Chief  
Martha Frisone, Assistant Chief  
Kim Randolph, Project Analyst for Forsyth County  
Certificate of Need Section  
Division of Health Regulation  
North Carolina Department of Health and Human Services  
701 Barbour Drive  
Raleigh, North Carolina 27603



RE: No Review Request for an MRI Replacement on the Campus of Lexington Memorial Hospital

Dear Mr. Smith, Ms. Frisone and Ms. Randolph:

The purpose of this letter is to request conformation of non-review to replace an existing MRI scanner on the Lexington Memorial Hospital (LMH) campus. LMH plans to replace its ten year old MRI scanner on the campus of LMH with a new Siemens Magnetom Aera 1.5T MRI scanner. The existing scanner is over ten years old and has exceeded its useful life; it has a trade in value of \$72,000 (see page 4 of Exhibit 3). A copy of the original purchase order could not be found, however the serial number for the existing Philip Intera MRI scanner is #8139. Siemens will accept the equipment as a trade-in and will de-install the existing unit and remove it from the LMC campus as noted in Exhibit 1. Upon completion, the total project cost is estimated to be \$1,988,611.00. LMC respectfully requests confirmation from the Division of Health Regulation that this project does not require certificate of need pursuant to N.C. General Statute 131E-176 (22a).

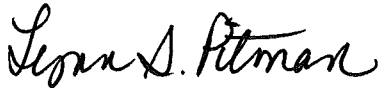
The existing MRI scanner is over ten years old and was installed in July of 2003 and lacks the technology required by the clinicians and patients treated at LMC. The current equipment provides limited technological capabilities and significant advancements have improved MRI capabilities over the past ten years. The proposed replacement equipment, the Siemens Magnetom Aera 1.5T, offers many features that improve upon the current equipment. The Magnetom offers a 70-cm bore, which will allow LMC to accommodate more exams and provides additional room that will be more appropriate for scanning obese patients. The Magnetom also utilizes an Ultra-short 145 cm system magnet design, which allows for more head-out exams, which will improve patient outcomes by reducing patient anxiety and fewer refused exams. In addition, the Magnetom utilizes the fourth generation of TIM (Total Imaging Matrix) Technology, which makes image quality less dependent on the skill of the technologist running the machines and allows multiple regions in the entire body to be examined in a minimum amount of time. Limited capital improvements are required in the existing MRI vault to accommodate the new scanner equipment. In total, the proposed equipment is expected to improve efficiency and result in higher patient satisfaction through the provision of improved patient comfort, improved visualization, targeting and treatment times.

Please review the following exhibits:

1. Document of trade-in and de-installation of existing MRI scanner
2. Certified Cost Estimate
3. Purchase Order for Replacement Equipment
4. Equipment Comparison
5. Schematic Drawing

Based on the information contained in this letter, LMC respectfully requests the Division of Health Regulation issue a letter confirming that the acquisition of the Siemens Magnetom Aera 1.5T MRI scanner is not CON reviewable pursuant to N.C. General Statute 131E-176 (22a). This project is currently estimated to cost less than \$2 million and does not represent a new service. No new or existing facilities will be purchased or leased as a result of this project. If you have any questions or need additional information, please do not hesitate to contact me at (336) 716-1046. On behalf of LMC, I appreciate your attention to this important matter.

Sincerely,



Lynn S. Pitman  
Associate Vice President, Strategic and Business Planning  
Wake Forest Baptist Health

# SIEMENS

March 29, 2013

Wake Forest Baptist Health  
Attn: Stuart Grogan  
Medical Center Blvd.  
Winston-Salem, NC 27157

Dear Stuart Grogan,

The purpose of this letter is to confirm that Siemens Medical Solutions USA, Inc.(Siemens) will be responsible for removing your Philips Intera 1.5T ("existing equipment") with Serial Number 8139 as part of your purchase of a Siemens 1.5T Magnetom Aera MRI system for Lexington Memorial Hospital. The cost for the deinstallation and removal is included in the price quotation for the replacement equipment, which totals \$1,671,096. There are no additional costs for de-installation and removal. We will work closely with you to ensure proper timing of the deinstallation.

The system will be removed from Service at Lexington Memorial by a broker designated by Siemens for either re-sale purposes or parts. The system will not be placed into Service by Siemens in North Carolina without proper state approvals.

Sincerely,



Edwin Winicki  
Key Account Executive  
Siemens Healthcare, USA

Siemens Healthcare, USA  
51 Valley Stream Parkway  
Malvern, PA 19351

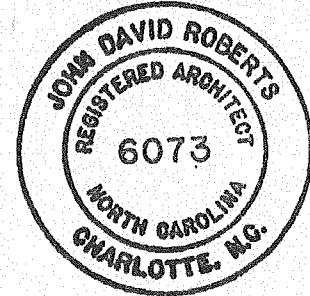
[www.SiemensMedical.com](http://www.SiemensMedical.com)

**PROJECTED CAPITAL COSTS: WAKE FOREST BAPTIST HEALTH-LEXINGTON MEDICAL CENTER MRI REPLACEMENT (PROJECT #: 2013.022)**

**Proponent:**

**A. Site Costs**

(1) Full purchase price of land			\$	NA	\$	NA
Acres _____ Price per Acre	\$			NA		
(2) Closing costs			\$	NA	\$	NA
(3) Site Inspection and Survey			\$	NA	\$	NA
(4) Legal fees and subsoil investigation			\$	NA	\$	NA
(5) Site Preparation Costs						
Soil Borings	\$			NA		
Clearing-Earthwork	\$			NA		
Fine Grade For Slab	\$			NA		
Roads-Paving	\$			NA		
Concrete Sidewalks	\$			1593		
Water and Sewer	\$			NA		
Footing Excavation	\$			NA		
Footing Backfill	\$			NA		
Termite Treatment	\$			NA		
Other (Fence)	\$			3246		
Sub-Total Site Preparation Costs					\$	4,839
(6) Other (NA)					\$	NA
<b>(7) Sub-Total Site Costs</b>						<b>\$ 4,839</b>



**B. Construction Contract**

(8) Cost of Materials						
General Requirements	\$			63,747		
Concrete/Masonry	\$			0		
Doors & Windows/Finishes	\$			36,410		
Thermal & Moisture Protection	\$			1350		
Equipment/Specialty Items	\$			1,290		
Mechanical/Electrical	\$			98,424		
Other (Fire Protection, Nurse Call, Security)	\$			1,560		
Sub-Total Cost of Materials					\$	202,781
(9) Cost of Labor (included in material cost)					\$	NA
(10) Other (Construction Contingency)					\$	8,000
<b>(11) Sub-Total Construction Contract</b>						<b>\$ 210,781</b>

**C. Miscellaneous Project Costs**

(12) Building Purchase					\$	NA
(13) Fixed Equipment Purchase/Lease					\$	1,671,088
(14) Movable Equipment Purchase/Lease					\$	0
(15) Furniture					\$	4,149
(16) Landscaping					\$	NA
(17) Consultant Fees						
Architect and Engineering Fees	\$			34,000		
Legal Fees	\$			0		
Market Analysis	\$			NA		
Other (CON/Other Agency Approvals)	\$			5,725		
Sub-Total Consultant Fees					\$	39,725
(18) Financing Costs (e.g. Bond, Loan, etc.)					\$	NA
(19) Interest During Construction					\$	NA
Other- Owner Provided (IS, Signage,						
(20) Move, Reimbursable Expenses)					\$	58,021
<b>(21) Sub-Total Miscellaneous</b>						<b>\$ 1,772,991</b>

**D. Total Capital Cost of Project**

**\$ 1,988,611**

I certify that, to the best of my knowledge, the above construction related costs of the proposed project named above are complete and correct.

*John David Roberts*  
 \_\_\_\_\_  
 (Signature of Licensed Architect or Engineer)

I assure that, to the best of my knowledge, the above capital costs for the proposed project are complete and correct and that it is my intent to carry out the proposed project as described.

(Proponent - Signature of Officer)

VENDOR: 14247  
SIEMENS MEDICAL SOLUTIONS USA INC  
51 VALLEY STREAM PARKWAY  
MALVERN PA

PURCHASE ORDER  
SHIP TO:  
LEXINGTON MEMORIAL HOSPITAL  
ATTN: 250 HOSPITAL DRIVE  
LEXINGTON NC 27292

BILL-TO:  
LEXINGTON MEMORIAL HOSPITAL  
ATTN: ACCOUNTS PAYABLE  
PO BOX 1817  
LEXINGTON NC 27293

PO EC - PO #  
01 - 675076

EXT: 19355  
FAX:

NON-STOCK

LEXINGTON NC

F.O.B.: Hospital

CUSTOMER NUMBER: united-

VENDOR CONTACT: LEE REAVIS

COMMENTS:

ORDER DATE: 09/27/12 DELIVERY DATE: 12/26/12

LINE	INV EC-ITEM #	ORD QTY	UM	ITEM DESCRIPTION	UNIT COST	TOTAL	EXP EC - G/L	ACCT	CONSUMPT DEPT
1	01-904737	1	EA	MAGNETOM AERA MRI SYSTEM	1,671,096.0000	1,671,096.00	01	1119 10761	N 1119

PER QUOTE #1-4TK75X REV.1  
DELIVERY IS NOT TO OCCUR BEFORE JULY 2013

RECEIVING INSTRUCTIONS: CAPITAL MRI

*Bruce Troutman*  
SIGNATURE

9/27/12  
DATE

PURCHASE ORDER TOTAL:

1,671,096.00

PFC

# SIEMENS

Siemens Medical Solutions USA, Inc.  
51 Valley Stream Parkway, Malvern, PA 19355  
Fax: (336) 856-9995

**SIEMENS REPRESENTATIVE**  
Edwin Winicki - (336) 688-0978

Customer Number: 0000002397

Date: 9/26/2012

**LEXINGTON MEMORIAL HOSPITAL**  
250 HOSPITAL DR  
LEXINGTON, NC 27292-6728

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.

<u>Table of Contents</u>	<u>Page</u>
MAGNETOM Aera - USA .....	2
General Terms and Conditions .....	8
Warranty Information .....	15
Cut Sheets .....	following page 15

Proposal valid until 9/28/2012

Pricing is contingent on Customer purchasing POS Service Agreement at time of order.

Offer expires September 28, 2012

Pricing is contingent on Customer purchasing multiple units concurrently.

Accepted and Agreed to by:

**Siemens Medical Solutions USA, Inc.**

By (sign): \_\_\_\_\_  
Name: Edwin Winicki  
Title: Account Executive  
Date: \_\_\_\_\_

**LEXINGTON MEMORIAL HOSPITAL**

By (sign): *Barry Troutman*  
Name: Barry Troutman  
Title: Director of Mat. Mgmt.  
Date: Sept. 27, 2012

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

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51 Valley Stream Parkway, Malvern, PA 19355  
Fax: (336) 856-9995

SIEMENS REPRESENTATIVE  
Edwin Winicki - (336) 688-0978

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**Quote Nr:** 1-4TK7SX Rev. 1

**Terms of Payment:** 00% Down, 80% Delivery, 20% Installation  
Free On Board: Destination

**Purchasing Agreement:** NOVATION (UHC, VHA, Provista)

NOVATION (UHC, VHA, Provista) terms and conditions apply to Quote Nr 1-4TK7SX

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## MAGNETOM Aera - USA

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14416900	<b>MAGNETOM Aera - System</b> 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, IPAT <sup>2</sup> , 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	<b>Tim [204x48] XJ Gradients #Ae</b> 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 technology. 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	<b>PC Keyboard US english #Tim</b> Standard PC keyboard with 101 keys.
1	14416914	<b>Pure White Design #T+D</b> 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	14402592	<b>Inline Composing syngo #Tim</b> Automatic anatomical or angiographic composing of multiple adjacent coronal or sagittal images for presentation and further evaluation. Composed images can be automatically loaded into Graphical Slice Positioning for scan planning purposes.
1	14402593	<b>Tim Planning Suite</b> With the Tim Planning Suite, multiple regions in the entire body can be examined in a minimum of time through measurement planning on a single FoV of any desired size.



# SIEMENS

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51 Valley Stream Parkway, Malvern, PA 19355  
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SIEMENS REPRESENTATIVE  
Edwin Winicki - (336) 688-0978

Qty	Part No.	Item Description
1	14416974	<b>Eco Chiller 45kW</b> 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	08857828	<b>UPS Cable #Tim</b> 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	<b>UPS Powerware PW9130G-3000T-XLEU</b> 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
1	14413663	<b>UPS Battery module</b> 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	14407258	<b>MR Workplace Table 1.2m</b> Table suited for syngo Acquisition Workplace and syngo MR Workplace based on syngo Hardware.
1	14407261	<b>MR Workplace Container, 50cm</b> 50 cm wide extra case for the syngo host computer with sliding front door to allow change of storage media (CD/DVD/USB).
1	4MR5142869	<b>Armrest #MR</b>
1	CHILINST_AVT	<b>Chiller Start-up and Warranty for TIM</b>
1	MR_INITIAL_32	<b>Initial onsite training 32 hrs</b> 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_FOLLOWU P_32	<b>Follow-up training 32 hrs</b> Up to (32) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MR_INT_DOT_ BCLS	<b>MR Dot Training Class</b> 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.

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Edwin Winicki - (336) 688-0978

Qty	Part No.	Item Description
1	MR_TRADE_IN_ALLOW	<b>MR-Trade-in-Allowance Intera with the projectnumber 2012-1736 Deinstall 11/2013 Expires 1/22/2013 -\$72,000</b> Trade-in value is valid for forty-five (45) days from the date of the quotation. After that time it must be revalued. The trade-in equipment shall be free and clear of all liens, encumbrances, security interests, assessments, rights of distraint and any other third party claims. Purchaser shall provide Siemens or its designated dealer or agent with access to the trade-in equipment by the agreed upon de-installation date designated on the signed trade-in specification document or within 14 days of new equipment turnover, whichever occurs first. Title and risk of loss to the trade-in equipment shall pass to Siemens or its designee upon installation of the purchased equipment at the Purchaser's facility. In the event that access to the trade-in equipment is denied past the agreed upon de-installation date, then the Purchaser shall pay to Siemens the amount of ten (10) percent of the total trade in value including Elevate discount (no less than \$1000) for each month, or part thereof, that access is denied. In addition, in the event that the trade-in equipment does not meet manufacturer's operating specifications or is not otherwise in the condition as stated in the trade-in specification sheet at the time of trade-in, or in the event that any trade-in items are not returned or otherwise made available to Siemens or its designee, then Purchaser shall be invoiced and shall pay for any missing or damaged items/equipment, or the trade-in value set forth in this Quotation shall be adjusted in Siemens' sole discretion.
1	MRWSE	<b>MR Wall sign -English</b>
1	MR_PREINST_DOCK	<b>T+D Preinstall kit for dockable table</b>
1	MR_STD_RIG_INST	<b>MR Standard Rigging and Installation</b> 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_INST_ALL	<b>MR Standard Rigging &amp; Install</b>
1	MR_CRYO	<b>Standard Cryogenics</b>
1	MR_PM	<b>MR Project Management</b> A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemens 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	14416923	<b>Abdomen Dot Engine #T+D</b> The Abdomen Dot Engine: Personalized Exam Strategies - Guidance - Automatic sequence scaling - Auto Navigator - Auto-FoV - Timeline setup and monitoring - Automatic Voice Commands - Auto Bolus Detection - Inline radial range calculation for MRCP - Inline Subtraction - Inline Registration
1	14416906	<b>Tim Dockable Table #Ae</b> The new Tim Dockable Table is designed for maximum patient comfort and smooth patient preparation. Tim Dockable Table can support up to 250 kg (550 lbs) patients without restricting the vertical or horizontal movement. The one step docking mechanism and the innovative multi-directional navigation wheel ensure easy maneuvering and handling. Critically ill or immobile patients can now be prepared outside the examination room for maximum patient care, flexibility and speed.
1	08464740	<b>Flow Quantification #Tim</b> Special sequences for quantitative assessment of flow.
1	07365419	<b>Argus Flow</b>

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51 Valley Stream Parkway, Malvern, PA 19355  
Fax: (336) 856-9995

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Edwin Winicki - (336) 688-0978

Qty	Part No.	Item Description
1	14405328	<b>TWIST syngo #Tim</b> This package contains a Siemens unique sequence and protocols for time-resolved (4D) MR angiographic and dynamic imaging in general with high spatial and temporal resolution. syngo TWIST supports comprehensive dynamic MR angio exams in all body regions. It offers temporal information of vessel filling in addition to conventional static MR angiography, which can be beneficial in detecting or evaluating malformations such as shunts. In case of general dynamic imaging, for example an increase in spatial resolution by a factor of up to 2 at 60 seconds temporal resolution (compared to conventional dynamic imaging) is possible due to intelligent k-space sampling strategies. Alternatively, increased temporal resolution at constant spatial resolution is possible.
1	14409198	<b>Native syngo #Tim</b> Integrated software package with sequences and protocols for non-contrast enhanced 3D MRA with high spatial resolution. syngo NATIVE particularly enables imaging of abdominal and peripheral vessels and is an alternative to MR angiography techniques with contrast medium, especially for patients with severe renal insufficiency.
1	14413612	<b>Tissue 4D syngo #Tim</b> Tissue 4D is an application for visualizing and post-processing dynamic contrast-enhanced 3D datasets. This card provides two evaluation options: - Standard curve evaluation - Curve evaluation according to a pharmacokinetic model
1	14416945	<b>Neuro fMRI/DTI Combi Package #T+D</b> The Neuro fMRI/DTI Combi Package is a bundle of: - Inline BOLD Imaging - 3D PACE syngo - BOLD 3D Evaluation syngo - fMRI Trigger Converter - Diffusion Tensor Imaging - DTI Evaluation - DTI Tractography syngo The bundle comprehends all acquisition and postprocessing tools for comprehensive BOLD fMRI and DTI exams. BOLD fMRI experiments can be displayed fused with DTI data and anatomy. The package is particularly valuable for presurgical planning. The 3D display of anatomical images, functional brain mapping results and DTI allows a better understanding of the spatial relationship between eloquent cortices, cortical landmarks, brain lesions and tract shifts of white matter.
1	14402527	<b>SWI #Tim</b> Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.
1	MR_ADDL_RIG GING	<b>Additional Rigging MR \$6,500</b>
1	14409110	<b>Arterial Spin Labeling 2D</b> ASL is a non contrast enhanced brain perfusion technique. EPI sequence enhanced for PASL (Pulsed Arterial Spin Labeling) with preparation module (inversion pulse, saturation pulses) and selectable prospective motion correction. Perfusion-weighted color maps and relative cerebral blood flow (relCBF) color maps are calculated with Inline technology.
1	14416941	<b>Spectroscopy Package #T+D</b> The Spectroscopy Package is a comprehensive software package which bundles Single Voxel Spectroscopy, 2D Chemical Shift Imaging, 3D Chemical Shift Imaging and syngo Spectroscopy Evaluation. Sequences and protocols for proton spectroscopy, 2D and 3D proton chemical shift imaging (2D CSI and 3D CSI) to examine metabolic changes in the brain (e.g. in tumors and degenerative diseases) and in the prostate are included. Furthermore included is the comprehensive syngo Spectroscopy Evaluation Software which enables fast evaluation of spectroscopy data on the syngo Acquisition Workplace.

# SIEMENS

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 Fax: (336) 856-9995

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 Edwin Winicki - (336) 688-0978

Qty	Part No.	Item Description
1	14416958	<b>Peripheral Angio 36 #Ae</b> The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility: - 36 channels - Dual Density Signal Transfer - Ultra light-weight - SlideConnect Technology The 36-channel coil includes 36 integrated pre-amplifiers for excellent signal-to-noise ratio. The single SlideConnect Plug allows for fast and easy patient preparation. The Peripheral Angio 36 features: - 36-element design with 36 integrated preamplifiers, distributed over 6 planes with 6 elements each - Operates in an integrated fashion with Body 18 coils and with the Spine 32 . For Whole-Body examinations also with the Head/ Neck 20 - Automatic table feed and active coil switch - Can be utilized head and feet first - Both legs are independently covered with coil elements, maximizing the coil filling factor and the signal-to-noise ratio - No coil tuning - IPAT-compatible - Dual-Density Signal Transfer enables ultra-high density coil designs by integrating key RF components into the local coil - SlideConnect technology for easy coil set up - One cable only for easy handling - Includes special non-ferromagnetic coil cart for safe, user-friendly storage Applications: - High-resolution angiography of both legs incl. Pelvis (by additional use of the Body 18) with highest signal-to-noise ratio - Visualization of the iliac arteries and aorta in combination with Body 18 - Bilateral examinations of long bones of the legs Typically combined with: Head/ Neck 20, Body 18, Spine 32, and all flexible coils such as Flex Large 4 or Flex Small 4
1	14416972	<b>Tim Coil Interface 1.5T</b> Coil adapter plug for up to 8 receive and 1 transmit channels, in order to connect existing dedicated knee and breast coils (Tx/ Rx 15-channel Knee Coil, CP Extremity Coil, 4-channel BI Breast Coil, 16-channel AI Breast Coil, 2/4/8-channel Sentinelle BreastCoil) with MAGNETOM Aera Systems.
1	14416957	<b>Tx/Rx 15-channel Knee Coil #Ae</b> 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
1	14416908	<b>Tim Whole Body Suite #T+D</b> Tim Whole Body Suite puts it all together. This suite enables table movement for imaging of up to 205 cm (6' 9") FoV without compromise. In combination with Tim's newly designed ultra highdensity array higher spatial and temporal resolution can be achieved along with unmatched flexibility of any coverage up to Whole Body. For faster exams and greater diagnostic confidence.

**System Total: \$1,671,096**

**OPTIONS:**

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	M3SSMREPIC BC	<b>Spectris Solaris EP Injector ICBC</b> Includes Spectris Solaris EP injector and Integrated Continuous Battery Charger (ICBC). - Optimized color touch screen with few keystrokes. - Six user-programmable phases for added flexibility. - Independent Keep Vein Open (KVO) allows more time to focus on patient. - Large 115 mL saline syringe allows for longer KVO and multiple flushes. - Design of low pressure tubing eliminates dead space in the "T" connection that can waste contrast. - The clear barrel design with molded FluidDots help detect the presence of air in a syringe. - Pressure Limit Setting control software enables user to select from one to six preset maximum pressure limits, ranging from 100-300 psi, and to view current pressure during injection next to the pre-selected maximum value on the Solaris display. Installation, applications and one year warranty provided by Medrad. Not for mobile use, refer to Siemens part number M3SSMR300EPM for the Solaris injector used in a mobile environment. This product has been tested and verified for compatibility with the following Siemens' products: MAGNETOM Trio, Espree, Essenza, Verio, Avanto, Symphony, Aera, Skyra and Biograph mMR. Compatibility with other products cannot be guaranteed and use with any other products may void service contracts and/or system warranties.	+ \$38,396	X

# SIEMENS

**Siemens Medical Solutions USA, Inc.**  
51 Valley Stream Parkway, Malvern, PA 19355  
Fax: (336) 856-9995

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Edwin Winicki - (336) 688-0978

**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 ext. 7 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](http://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

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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

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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.



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Siemens Medical Solutions USA, Inc.  
51 Valley Stream Parkway, Malvern, PA 19355  
Fax: (336) 856-9995

SIEMENS REPRESENTATIVE  
Edwin Winicki - (336) 688-0978

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

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

### 1. DEFINITIONS: The following definitions apply to this Schedule:

"Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.

"Licensor" shall mean Siemens Medical Solutions USA, Inc.

"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.

"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.

"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

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

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## MR Warranty Information

<u>Product</u>	<u>Period of Warranty<sup>1</sup></u>	<u>Coverage</u>
(New Systems and "Proven Excellence" Refurbished Systems Only)		
MR System (not including consumables)	12 month	Full Warranty (parts & labor)
<u>Post Warranty (after expiration of system warranty) -- Replacement parts only!</u>		
Magnet	12 month	Parts only
Spare Parts	6 month	Parts only
Consumables	Not Covered	

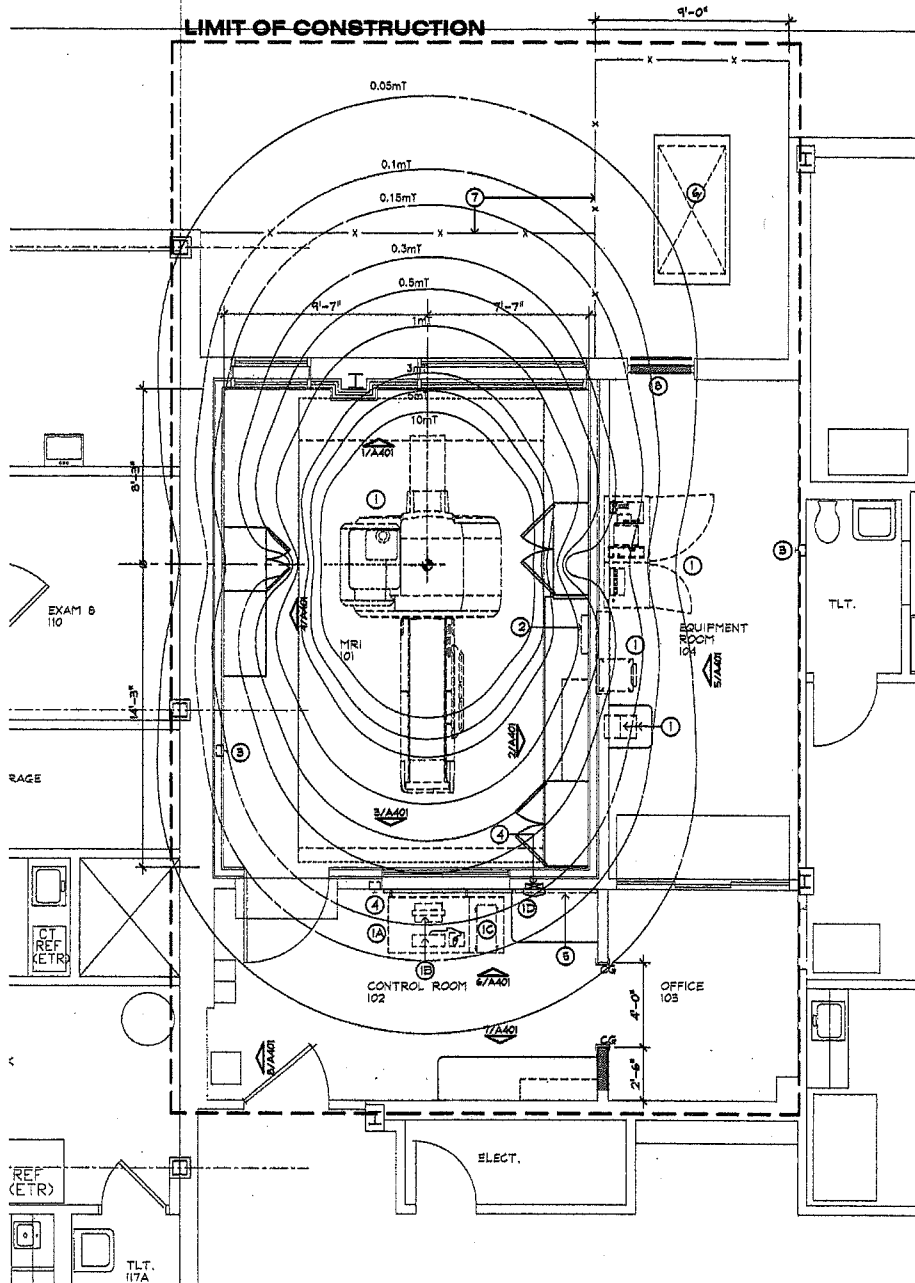
Note: Optional extended warranty coverage can be obtained by purchase of a service agreement.

<sup>1</sup> 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.

## EQUIPMENT COMPARISON

Comparison	Existing Equipment	Replacement Equipment
Type of Equipment (List Each Component)	1.5 Tesla MRI	1.5 Tesla MRI
Manufacturer of Equipment	Phillips	Siemens
Tesla Rating (for MRI's)	1.5T	1.5T
Model Number	Intera	Aera
Serial Number	8139	TBD
Provider's Method of Identifying Equipment	Philips Intera MRI	Siemens Aera MRI
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	NA	NA
Mobile Tractor Serial Number/VIN #	NA	NA
Date of Acquisition of Each Component	Jul-03	Aug-13
Does Provider Hold Title or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	N/A	\$1,988,611
Total Cost of Equipment	\$1,791,555	\$1,671,096
Fair Market Value of Equipment	N/A	\$1,671,096
Net Purchase Price of Equipment	N/A	\$1,671,096
Locations Where Operated	Lexington Memorial Hospital	Lexington Memorial Hospital
Number of Days in Use/To be Used in NC per Year	365	365
Percent Change in Patient Charges (by Procedure)	N/A	*See footnote below
Percent Change in Per Procedure Operating Expenses	N/A	*See footnote below
Type of Procedures Currently Performed with Existing Equipment	Whole Body Imaging	N/A
Type of Procedures New Equipment is Capable of Performing	N/A	Total Body MRI Imaging

\*The replacement project is not expected to have an impact on per procedure charges or expenses.



DRAWING NORTH  
**2 FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"

**GENERAL NOTES - FLOOR PLAN**

1. DIMENSIONS ARE TO FACE OF FINISH WALL, I.E. CMU OR GYPSUM BOARD, UNLESS NOTED OTHERWISE ON DRAWINGS.
2. GENERAL CONTRACTOR SHALL PATCH ALL WALL PENETRATIONS - NEW AND EXISTING. GC IS RESPONSIBLE FOR THE APPROPRIATE UL ASSEMBLY INSTALLATION AT RATED PARTITION.
3. GENERAL CONTRACTOR SHALL PROVIDE FIRE TREATED BLOCKING AS REQUIRED FOR MOUNTING EQUIPMENT TO WALLS.
4. REFERENCE MECHANICAL AND ELECTRICAL DRAWINGS FOR UL LISTED ASSEMBLY THROUGH FIRE RATED PENETRATIONS.

**CONSTRUCTION NOTES**

- ① EQUIPMENT FURNISHED AND INSTALLED BY SIEMENS MEDICAL. REF. SIEMENS DRAWINGS FOR EXACT LOCATION AND INSTALLATION.
- ⑭ MRC OPERATING CONSOLE FURNISHED AND INSTALLED BY SIEMENS MEDICAL. REF. SIEMENS DRAWINGS FOR EXACT LOCATION AND INSTALLATION.
- ⑮ MRC KEYBOARD AND COLORED MONITOR FURNISHED AND INSTALLED BY SIEMENS MEDICAL. REF. SIEMENS DRAWINGS FOR EXACT LOCATION AND INSTALLATION.
- ⑯ HOST PC MRC FURNISHED AND INSTALLED BY SIEMENS MEDICAL, WPBMC TO PROVIDE MEANS TO MOUNT THE PC TOWER ABOVE THE FINISHED FLOOR. (REF. SIEMENS DRAWING A-101 FOR NOTES RELATING TO THIS ITEM)
- ⑰ ALARM BOX FURNISHED AND INSTALLED BY SIEMENS MEDICAL. REF. SIEMENS DRAWINGS FOR EXACT LOCATION AND INSTALLATION.
- ② MED GAS OUTLETS (REF. MECHANICAL DRAWINGS FOR ASSOCIATED WORK)
- ③ EMERGENCY POWER OFF BUTTON FURNISHED AND INSTALLED BY SIEMENS MEDICAL. REF. SIEMENS DRAWINGS FOR EXACT LOCATION AND INSTALLATION.
- ④ REF. SIEMENS DRAWINGS E-19, 10" X 3 1/2" ELECTRICAL DUCT MOUNTED FLUSH IN FINISHED WALL FROM ABOVE FINISHED CEILING TO FLOOR LINE. (VDI)
- ⑤ REF. SIEMENS DRAWINGS, 4" X 2" WIREHOLD SURFACE MOUNTED ON WALL AT FLOORLINE. FINISH TO MATCH WALLS. COORDINATE HEIGHT WITH SIEMENS. (HDI)
- ⑥ REF. SIEMENS DRAWINGS, KRAUS ECO WATER CHILLER AND PAD.
- ⑦ NEW DECORATIVE ALUMINUM POWDER COATED FENCE. VERIFY HEIGHT AND DESIGN WITH LMC FACILITIES STAFF.
- ⑧ INSTALL INSULATED COMPOSITE PANEL (MAPES PANEL OR EQ.).