NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

January 31, 2022

Kimberly Jacobs
Kimberly.Jacobs@kingsmedical.com

Exempt from Review – Replacement Equipment
Record #:
Date of Request: December 21, 2021
Business Name: Kings Medical Group
Business #: 842
Project Description: Replace grandfathered fixed MRI scanner
County: Pitt

Dear Ms. Jacobs:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that the above referenced project is exempt from certificate of need review in accordance with G.S. 131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the Siemens Altea 1.5T fixed MRI scanner to replace the Siemens Symphony 1.5T fixed MRI scanner serial #28394. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

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

Sincerely,

Gregory F. Yakaboski
Project Analyst

Micheala Mitchell
Chief

cc: Construction Section, DHSR

KMG
4125 Highlander Parkway
Suite 150
Richfield, OH 44286
330.528.1765
kingsmedical.com

An Employee Owned Company

January 26, 2022

Greg Yakaboski, Project Analyst - Certificate of Need Exemption for MRI

North Carolina Department of Health and Human Services
Division of Health Service Regulation
2704 Mail Service Center
Raleigh, North Carolina 27699-2704

Re: Kings Medical Group/Notice of Replacement Equipment

Dear Mr. Yakaboski:

On behalf of Kings Medical Group (KMG), please be advised that the existing fixed MRI scanner, a Siemens Symphony Magnetom 1.5T MRI, that we are seeking to replace will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

Again, thank you for your consideration of our CON exemption.

Sincerely,

Kimberly Jacobs

Kimberly Jacobs, CEO

Kings Medical Group

KMG

4125 Highlander Parkway
Suite 150
Richfield, OH 44286
330.528.1765
kingsmedical.com

An Employee Owned Company

Via Email

December 21, 2021

Certificate of Need Department
N.C. Department of Health Service
Regulation809 Ruggles Drive
Raleigh, North Carolina 27603

Re: Physicians East
Replacement of MRI Scanner
– Exemption Request
Greenville, North Carolina

Dear CON Team:

Kings Medical Group ("KMG") intends to replace an existing MRI scanner located at the outpatient center in Greenville, North Carolina pursuant to N.C. Gen. Stat. 131E-184(f). The existing MRI scanner is over fifteen years old and is past its useful life. It is located in the Radiology Department on the first floor of the MOB. KMG will acquire a new Siemens 1.5T Altea MRI scanner to replace the existing 1.5T Siemens Symphony scanner. See **Attachment A** for the equipment quote which also includes an injector system. The existing MRI scanner will be removed by the KMG and not used within North Carolina without appropriate CON notice. The total capital cost for the proposed replacement equipment project is estimated to be $1,295,795. See **Attachment B** for the signed Projected Capital Cost form from Dunn & Dalton Architects located in Klinston, North Carolina.

KMG's project meets the requirements set forth in N.C. Gen. Stat. 131E-176(22af) for "replacement equipment" that exceeds two million ($2,000,000) threshold.

Location:

The existing and replacement MRI scanner is and will be located in the Radiology Department at Physicians East, which is located at 1850 W Arlington Blvd, Greenville, North Carolina. This location provides clinical outpatient services and exercises financial and administrative control over the entire campus.

Previous Exemption Granted:

The existing MRI scanner is currently in use at Physicians East in Greenville, NC as reported in the latest 2020 filing of the DHSR Registration and Inventory of Medical Equipment. Please refer to **Attachment C.**

Replacement Equipment:

The proposed project meets the definition of "replacement equipment" found in G.S. 131E-176(22a) and lOA N.C.A.C 14C.0303 for the following reasons:

(1) KMG will replace the existing MRI scanner equipment with the proposed equipment that is functionally similar and will be used for the same diagnostic purposes, although it possesses expanded capabilities due to technological improvements.
(2) The proposed equipment will not be used to provide a new health service.
(3) The acquisition of the proposed equipment will not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

See **Attachment D** for the Equipment Comparison form of the existing and planned new equipment.

In support of our request, please find attached:

Attachment A - Vendor Equipment Quotes
Attachment B - Projected Capital Costs
Attachment C – Registration and Inventory of Medical Equipment
Attachment D - Equipment Comparison Form

KMG's acquisition of the replacement equipment does not require a certificate of need because none of the definitions of "new institutional health services" set forth in N.C.G.S. Section 131E-176(16) apply to the proposed project. As outlined above, the total cost for the project is $1,295,795. The proposed capital cost includes equipment, as well as studies, surveys, designs, plans, working drawings, specifications, construction installation and other activities essential to making the equipment operational.

Based on the information provided, please confirm that KMG's replacement equipment exemption request does not constitute a new institutional health service and is exempt from certificate of need review.

If you need additional information, please contact me.

Sincerely,

Kimberly Jacobs

Kimberly Jacobs
Chief Executive Officer
Kings Medical Group, Inc (KMG)

ATTACHMENT A

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
David Bastulli

Customer Number: 0000007297

Date: 03/03/2021

KMG
1920A GEORGETOWN RD
HUDSON, OH 44236

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**

Contract Total: $ 1,150,000
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 04/17/2021

Estimated Delivery Date: 6/15/2021

Delivery dates and other contractual obligations of Seller may change due to the effects of the Covid-19 epidemic or other epidemic, including delays and disruptions in the supply chain, manufacturing, or execution as well orders by authorities and prioritization of (new and existing) orders of customers which are essential for the public healthcare. The magnitude of such changes cannot be predicted and might be substantial because it depends on the development of the Covid-19 epidemic or other epidemic.

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

This quote CPQ-310904 represents a conversion of Siemens quote #1-L8HRAO Rev. 0 dated 12/12/2018, KINGS MEDICAL Purchase Order # NP-1-L8HRAO dated 12/17/2018, and Siemens Sales Order # 30221943, from a MAGNETOM Aera system to a MAGNETOM Altea system as quoted herein. Pricing is as quoted herein and terms and conditions are in accordance with those included in this quotation. Any change in price from the MAGNETOM Altea system will require a new or revised PO from KINGS MEDICAL.

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.		**KMG**	
By (sign):	_____	By (sign):	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
David Bastulli

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

By (Sign): _____

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
David Bastulli

Quote Nr:	**CPQ-310904 Rev. 2**
Terms of Payment:	**10% Down, 80% Delivery, 10% Installation** **Free On Board: Shipping Point**
Purchasing Agreement:	Not Applicable

MAGNETOM Altea (DE)

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

Qty	Part No.	Item Description
1	14461700	**MAGNETOM Altea - System** MAGNETOM Altea is the new 1.5T Open Bore system that gives you full confidence to deliver the productivity, reproducibility, and patient satisfaction that you demand in MRI. Powered by our premium MR technology, MAGNETOM Altea combines our unique BioMatrix technology with the new syngo MR XA software platform and our exclusive Turbo Suite to fundamentally transform care delivery for the better. System Design - Short and open appearance (157 cm total system length cover-to-cover and 70 cm Open Bore Design) to reduce patient anxiety and claustrophobia - Whole-body superconductive Zero Helium Boil-Off 1.5T magnet - Weight-optimized magnet technology based on high performance 3T and 7T magnet design - Actively Shielded water-cooled Siemens gradient system for maximum performance Tim 4G (Total imaging matrix in the 4th generation) for excellent image quality and speed with Siemens unique DirectRX technology enabling all digital-in/digital-out design and Dual-Density Signal Transfer Technology Push-button exams with GO technologies Select&GO DotGO Recon&GO MR View&GO Tim Application Suite allowing excellent head-to-toe imaging for - Neuro - Angio - Cardiac - Body - Onco - Breast - Ortho - Pediatric - Scientific Further included - High performance host computer and measurement and reconstruction system - Patient communication including headphones - syngo MR software including - Turbo Suite Essential - 1D/2D PACE - BLADE - Phoenix - Inline Diffusion - MDDW (Multiple Direction Diffusion

Weighting)
- CISS
- DESS
- TGSE
- Offline Composing

1 14460161

MR General Engine #Vi

syngo.MR General Engine extends Numaris/X by adding dedicated workflows and tools for routine and advanced reading of MR examinations.
A generic MR Basic workflow is provided, as well as specific MR Neurology, MR Prostate Reading, MR Breast Reading, and MR Cardio-Vascular workflows.

1 14456321

Brain Dot Engine #Se

The Brain Dot Engine provides guided and automated workflows customizable to the site specific standards of care for general brain examinations. The Brain Dot Engine supports the user in achieving reproducible image quality with increased ease of use and time efficient exams.
The brain workflow can be personalized to the individual patient condition and clinical need. Several predefined strategies are included, which can be easily selected with one click. They can be changed at any time during the brain workflow.

1 14461775

DotGO Routine Package #BM

The DotGO Routine Package includes both:
- Spine Dot Engine and
- Large Joint Dot Engine.

As a package they offer a comprehensive set of workflows with guidance and automation, for standardized image quality in Spine and MSK MR imaging.
The Spine Dot Engine provides the functionality of Inline Composing and Tim Planning Suite for streamlining workflows in all spine imaging. Tools, such as auto-positioning and vertebral recognition with AutoAlign Spine, AutoCoverage and Spine Labelling support and optimize reproducibility for your cervical, thoracic and lumbar spine imaging for all clinical indications.
The Large Joint Dot Engine enhances standardization of the knee, hip and shoulder workflows and optimizes reproducible image quality by incorporating automation tools, such as anatomically based auto-positioning (AutoAlign). Dedicated imaging techniques, such as Advanced WARP, are included and can help to expand the access of diagnostic MRI to a broader range of patient types.

1 14441748

Quiet Suite #T+D

Quiet Suite enables complete, quiet examinations for neurology and orthopedics with at least 70% reduction in sound pressure levels.

1 14460162

Tim Whole Body Suite #Vi

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-high density 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.

1 14460227

Tim Planning Suite #Vi

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.

1 14456329

syngo TimCT FastView #Vi

TimCT FastView is the "one go" localizer for the whole body or large body regions such as the whole spine or the whole abdomen. It acquires the complete extended Field of View in one volume with isotropic resolution. Transverse, coronal and sagittal reformats of the volume are calculated Inline and displayed for planning subsequent exams.
- Inline reconstruction of the localizer images during the scan.
- Localizing images in three planes over the maximum Field of View available for subsequent planning in all orientations.
- TimCT FastView runs without laser light positioning to further streamline the workflow for several indications.

1 14460160

Advanced Diffusion #Vi

QuietX DWI and RESOLVE together make up the Advanced Diffusion package.

QuietX DWI enables quieter diffusion-weighted imaging of the brain with up to 70% reduction in sound pressure relative to conventional diffusion-weighted imaging. RESOLVE (Readout Segmentation Of Long Variable Echo-trains) is a multi-shot, readout segmented EPI sequence for high-resolution, low-distortion diffusion-weighted imaging (DWI). This technique is largely insensitive to susceptibility effects, providing anatomically accurate diffusion imaging for the brain, spine, breast and prostate. In combination with syngo.MR Tractography, RESOLVE enables excellent white-matter tract imaging even in regions of high susceptibility, such as the spine.

1 14456327 **WARP & Advanced WARP #Vi**
WARP and Advanced WARP (SEMAC) integrates different techniques tailored to reduce susceptibility artifacts caused by orthopedic MR-conditional metal implants.

1 14456323 **Inline Composing syngo #Se**
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 14469208 **syngo Expert-I XA20**
This software application enables remote access to the system (connected via local area network) for planning and processing.

1 14461701 **Tim [180x32] XJ-Gradient #AI**
Tim [180x32] XJ-gradients performance level
Tim 4G's RF system and innovative coil architecture enables high resolution imaging and increased throughput.
The system provides a maximum number of 180 channels (coil elements) that can be connected simultaneously. Flexible parallel imaging is achieved by the standard 32 independent RF channels that can be used simultaneously in one single scan and in one single FOV, each generating an independent partial image.

XJ - gradients
The XJ 33/125 gradients are designed for high performance and linearity to support clinical whole body imaging at 1.5T. The XJ gradients combine 33 mT/m peak amplitude with a slew rate of 125 T/m/s.
The force compensated gradient system minimizes vibration levels and acoustic noise.

High-performance measurement and reconstruction system.

1 14468980 **Coil Package Tim [180x32] #1.5T**
This package includes:
- Head/Neck 16 DirectConnect
- BioMatrix Spine 24
- BioMatrix Body 12
- Flex Large 4
- Flex Small 4
- Flex Coil Interface

1 14468946 **BioMatrix Technology #AI,Lu**
The new and unique BioMatrix technology addresses different aspects of patient bio-variability.

1 14470794 **BioMatrix SliceAdjust #BM**
BioMatrix SliceAdjust helps to avoid station boundaries and apparent broken spine artifacts as well as to preserve the SNR for whole-body diffusion.

1 14470796 **BioMatrix Select & GO #AI,Lu**
Select&GO
The Select&GO interface enables fast and easy single-touch patient positioning. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time.
The ergonomically designed Select&GO touch panel is integrated into the front cover on the left-hand side of the patient tunnel for controlling table movement, guidance for patient setup and comfort features. The Select&GO panel is well illuminated for easy visual recognition.

The BioMatrix Select&GO interface enables fast and easy single-touch patient positioning.
The interface is integrated left-hand side of the patient into the front covers. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time.

1 14461706

Pure White Design #Al
MAGNETOM Altea is available in a light and appealing design which perfectly integrate into different environments. The Pure White Design comprises a brilliant white front design ring with integrated unique Select&GO panels.
The table cover is presented also in the same color and material selection.

1 14456270

PC Keyboard US English #Vi
Standard PC keyboard with 105 keys.

1 14469207

SW syngo MR XA20A
syngo MR XA20A software with new features and applications.

Please be aware that certain or all positions of this quote have the software version syngo MR XA20A as prerequisite.

1 14461619

Turbo Suite Essential #BM
Turbo Suite Essential comprises established acceleration techniques to maximize productivity for all contrasts, orientations and all routine imaging applications from head-to-toe.

1 14460315

Shoulder Shape 16 #So
The Shoulder Shape 16 combines the known benefits of Tim 4G coil technology with new highly flexible materials, resulting in unmatched image quality, high patient comfort and easy handling. The Shoulder Shape 16 for examinations of the left or right shoulder consists of an iPAT-compatible 16-channel shoulder coil in a flexible shoulder cup that can be shaped around small and large shoulders. An L-shaped cushion for easy positioning of the patient is included. The 16-element coil with 16 integrated pre-amplifiers ensures maximum signal-to-noise ratio. Shoulder Shape 16 will be connected via a SlideConnect plug for fast and easy coil set-up and patient preparation.

1 14460423

Tx/Rx Knee 18 #So
New 18-channel transmit/receive coil optimized for knee imaging. The spacious design with a flared opening towards the thigh allows scanning even of large and swollen knees with exceptional image quality and signal to noise ratio.
Main features :
- 18-element design (3x6 coil elements) with 18 integrated preamplifiers
- iPAT-compatible
- SlideConnect Technology

1 14456241

Separator 60kW/75kW #Vi
The SEP (Separation cabinet) has to be used if a central hospital chilled water supply is available or if a chiller of any brand/type is already available.
The SEP is the interface between the on-site water chiller (of any brand or type) or the interface to the central hospital cooling water supply.
For the above-mentioned cases the SEP is mandatory!

In these cases, the primary water specifications must fulfill the requirements:
XJ: 45kW; water temperature: 6 - 14°C
XQ: 60kW; water temperature: 6 - 14°C
XT: 75kW; water temperature: 6 - 12°C

For all gradient systems:
Flow: 100+-10l/min; pH value 6-8; max working pressure 6 bar.

Dimensions: 1950mm x 650mm x 650mm (height x width x depth)
Weight: approx. 350kg

1 14460249

UPS system #Vi
UPS system Liebert GXT4 3000RT230E for MAGNETOM Vida for safeguarding computers. Including Power Cable of 9 m for connecting the UPS.
Power output: 3.0 kVA / 2.7 kW
Bridge time: 3 min full load / 12 min half load

Input voltage: 230 VAC

1 14456316

UPS Battery module (Libert GXT4 BATT)

UPS battery module Liebert GXT4 72VBATTE for MAGNETOM Aera, Skyra, Prisma, ESSENZA, Amira, Spectra, C! for safeguarding computers.
Extension for: Liebert GXT4 3000RT230E (14456315)
Battery type: Closed, maintenance-free
Extension of the bridge time to: 21 minutes full load / 48 min half load with one module
Dimensions (H x D x W): Battery module: 430 x 602 x 85 mm

Weight: approx. 46 kg

1 14456228

System Start Timer #Vi

Timer clock that can be installed together with the MAGNETOM MR system to start the system automatically at user-definable times, eliminating waiting times during system boot up.

1 14470793

BioMatrix Coil Shim #Al,Lu

BioMatrix CoilShim helps to reduce patient induced strongly localized B0 inhomogeneities by dedicated local shim channels.

1 14416961

Hand/Wrist 16 #Ae

The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility.

Hand/Wrist 16 for examinations of the left or right hand and wrist region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the wrist and the hand within one examination. Hand/Wrist 16 will be connected via a SlideConnect plug for fast and easy patient preparation.

1 14468947

Head/Neck 16-> BM Head/Neck 20#1.5T

This option swaps the standard Head/Neck 16 for a BioMatrix Head/Neck 20 tiltable with CoilShim.

The BioMatrix Head/Neck 20 tiltable with CoilShim combines the known benefits of Tim 4G coil technology with those of the new Siemens unique BioMatrix technology, resulting in unmatched image quality, high patient comfort and easy handling.
Integrated BioMatrix Tuners: The integrated CoilShim elements minimize patient induced local anatomy-specific B0 field inhomogeneity, thus ensuring excellent image quality.
The unique DirectConnect technology allows users to connect the 20 coil elements of the BioMatrix Head/Neck 20 without cables. The possibility to tilt the coil in 3 different positions together with the patient friendly open design allows for maximum patient comfort.

The BioMatrix Head/Neck 20 features:
- 20-element design with 20 integrated preamplifiers two rings of 8 elements each and one ring with 4 elements in the neck region
- First cable-less tiltable head coil with DirectConnect technology
- Integrated BioMatrix Tuners: CoilShim technology offering integrated shim elements
- Combined head/neck coil for an optimized workflow of the head/neck region
- Upper coil part removable
- Lower coil part usable without upper part
- Smoothly integrated into the patient table with BioMatrix Spine 24
- Open patient-friendly design
- Cushioned head stabilizers (removable)
- No coil tuning
- iPAT-compatible in all directions
- Dual-Density Signal Transfer enables ultrahigh density coil designs by integrating key RF components into the local coil
- Detachable look-out mirror

Applications:
- Head examination
- Neck examination

- MR Head Angiography
- MR Neck Angiography
- Combined head / neck examination
- TMJ (temporo mandibular joints)

1 14469229 **Flex -> UltraFlex Upgrade #1.5T**
This option exchanges the Flex Small & Large 4 coils incl. the Flex Coil Interface from the standard coil configuration for the superior UltraFlex Small & Large 18. These are two lightweight, iPAT compatible, 18-element no-tune receive coils made of highly flexible and soft viscoelastic material.

UltraFlex Large 18
Ideal for examinations of larger extremities (e.g. medium to large shoulder, hip, knee, ankle and hand) and for abdominal examinations. Dedicated positioning aids for larger extremities are delivered with the coil.

UltraFlex Small 18
Ideal for examinations of smaller extremities (e.g. small to medium shoulder, smaller ankle, elbow and hand) and for abdominal examinations. Dedicated positioning aids for smaller extremities are delivered with the coil.

1 14456282 **Positioning Aids Shoulder&Ankle #Vi**
This package contains additional positioning aids that can be used for the UltraFlex Large 18 and UltraFlex Small 18.

1 14461558 **Simultaneous Multi-Slice Package #BM**
This license includes: - Simultaneous Multi-Slice EPI - Simultaneous Multi-Slice TSE (from SW MR XA11A and higher and with XA10B) - Simultaneous Multi-Slice RESOLVE (from SW MR XA11B and higher and with XA10B) - Simultaneous Multi-Slice TSE DIXON (from SW MR XA20A and higher) Simultaneous Multi-Slice (SMS) EPI and RESOLVE enables accelerated imaging for diffusion-weighted (DWI/DTI) and BOLD functional MR imaging. With SMS EPI, scan times for DWI can be reduced by up to 68% and/or images with higher spatial/diffusion resolution can be acquired. For BOLD imaging, SMS EPI can enable increased temporal sampling of BOLD data acquisitions and/or improved slice coverage/resolution. From SW MR XA11A and higher and with XA10B: TSE is the most frequently utilized clinical pulse sequence. Simultaneous Multi-Slice TSE is available for reducing scan time, and/or to increase slice coverage/resolution in routine MSK examinations. From SW MR XA11B and higher and with XA10B: Simultaneous Multi-Slice (SMS) RESOLVE provides accelerated RESOLVE protocols for breast and brain imaging. From SW MR XA20A and higher: Simultaneous Multi-Slice (SMS) TSE DIXON extends the SMS TSE with the fat saturation technique DIXON.

1 14469206 **LiverLab Dot Engine**
LiverLab Dot Engine is a system guided workflow to examine the hepatic fat and iron status.

1 14416962 **Foot/Ankle 16 #Ae**
The new Tim 4G coil technology with Dual Density Signal Transfer and DirectConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility.
Foot/Ankle 16 for examinations of the left or right foot and ankle region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the foot and ankle within one examination. Foot/Ankle 16 is a cable-less coil and will be connected via DirectConnect for fast and easy patient preparation.

1 14461703 **BioMatrix Dockable Table #Al**
The BioMatrix Dockable Table is designed for maximum patient comfort and smooth patient preparation. The BioMatrix Dockable Table can support up to 250 kg (550 lbs) without restricting the vertical or horizontal movement.

1 14407258 **MR Workplace Table 1.2m**
Table suited for syngo Acquisition Workplace and syngo MR Workplace based on syngo Hardware.

1 14407261 **MR Workplace Container, 50cm**
50 cm wide extra case for the syngo host computer with sliding front door to allow change of storage media (CD/DVD/USB).

1 MR_STD_RIG_I **MR Standard Rigging and Installation**

	NST	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_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_GOBRAIN	**GOBrain** GOBrain delivers reliable quality at exceptional speed. It enables clinically validated, push-button brain exams, with multiple orientations and all relevant contrasts. This fast exam is more tolerable for patients, and helps reduce motion-related artifacts and the need for rescans and sedation. As a result, GOBrain potentially doubles throughput and reduces costs per scan. Supported by our Tim 4G technology and DotGO, it delivers consistently high quality and maximizes the productivity of your MRI scanner - while improving patient care.
1	4MR5142869	**Armrest #MR**
1	MRISMNS0001	**MRI Patient Audio System** The MRI Patient Audio System is to be installed in the technologist room and is connected to the Siemens intercom system. The package provides the following benefits: • Create custom, commercial-free radio stations based on artist, song or genre preferences • Avoid any AM/FM tuning issues that may occur in RF-shielded rooms • Compatible with all popular audio apps Includes all cables and adapters; Bose Companion 2 technologist speakers; 3.5 mm to RCA cable; and customized iPAD Mini with all original accessories and iPad stand. The MR Stereo can play internet radio (depending on quality of and access to Wi-Fi signals) and device (iPAD) stored audio content. Optimal performance requires access to Wi-Fi signal for Internet radio through the facility’s wireless network. The audio system is not MR safe and is only intended for use outside the MRI suite. Installation is not included unless purchased with the Siemens system. Includes 3 year limited liability warranty on all system components through MRI Med.
1	SY_PR_TEAMPLAY	**teamplay Welcome & Registration Package** teamplay is a cloud-based network that brings together your imaging modality users, the systems' dose and utilization data, and the users' expertise to help you improve the delivery of care to your patients. Basic features are provided free of charge.

		Premium features (benchmarking, non-Siemens devices) are provided on a trial basis for three months at no charge, and may be used thereafter on a subscription fee basis. To register: http://teamplay.siemens.com/#/institutionRegistration/1
1	MR14460428	**ACR Phantom Holder (USA)** An MR compatible cradle device used to consistently and precisely position the American College of Radiology (ACR) MRI Accreditation phantom, for use with Siemens MAGNETOM standard Head Coil during test measurements for ACR system accreditation or QA testing
1	MR_GOKNEE3D	**GOKnee3D** GOKnee3D is a 10-minute, push-button examination for diagnostic imaging of the knee developed and clinically validated by the US board certified MSK radiologists at John Hopkins University Hospital. GOKnee3D exam consists of AutoAlign localizer in the knee, PD weighted contrast and T2 weighted contrast with fat suppression. The AutoAlign technology provides a push-button functionality and ensures consistency in imaging. The 3D protocols are high resolution and isotropic, enabled by SPACE sequence with CAIPIRINHA techniqueExamination time for 3T system is 10 minutes, for a 1.5T system is up to 11 minutes. All given examination times are examination only, adjustments have been excluded. When using GOKnee3D one of two software and coil combinations is required. Measurements made with GOKnee3D using the 15 channel knee coil require software version syngo MR E11C AP04 or higher. Measurements made with GOKnee3D using the 18 channel knee coil require software version syngo MR Numaris VA11A or higher.
1	MR_PREINST_DOCK	**T+D Preinstall kit for dockable table**
1	MR_ADDL_RIGGING	**Inbound Additional Rigging; $7,200**
1	MR_SYDOT_WKSP	**MR syngo Dot Onsite Workshop** This 2-day onsite workshop for MR imaging professionals focuses on the MR syngo® Dot user interface and operating software implemented on our MAGNETOM® MRI systems. Through the use of demonstrations, lecture, and hands-on labs using Siemens' simulation consoles, participants will learn the basic principles and workflow of patient examinations. Prior to implementing this workshop, Siemens's will initiate a pre-workshop call with the identified facility contact to determine specific needs for the training. Depending on the MAGNETOM system type that is the focus of the workshop, the maximum number of attendees may vary from 8 to 12 – this will be determined during the pre-workshop call. Attendees will receive workbooks. This onsite workshop is scheduled consecutively (Monday – Friday) during standard business hours. This educational offering must be completed (12) months from purchase or install end date. If training is not completed within the applicable time period, Siemens' obligation to provide the training will expire without refund.
1	MR_FOLLOWUP_24	**Follow-up training 24 hrs** Up to (24) hours of follow-up on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MR_ELEARN	**e.learning CEU subscription (12 mths)** This (12) month multi-modality e.learning subscription will provide access for (10) imaging professionals at the customer site to utilize up to (50 CEUs). This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MR_INITIAL_28	**Initial onsite training 28 hrs** Up to (28) 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_28	**Follow-up training 28 hrs** Up to (28) 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	DTSWO2100MR45	**Dimplex chiller - 45 kW** Approved for OSHPD sites. The Dimplex Thermal Solutions outdoor, air-cooled, water/glycol chiller has been specially designed for medical applications to provide stable, fully dedicated cooling. For use with Siemens SEP cabinet. Features: Dual 10 hp compressor, dual refrigerant circuits to smoothly transition through the 25 to 100% heat load capacity cycles of patient scanning and idling Energy savings and quiet operation when minimal cooling is required between patient use, and overnight for facilities located amongst residential areas Full capacity cooling enabling optimized utilization Dual, redundant fluid pumps, with automatic switch-over ensures no loss of flow Pricing also includes: Filter & flow meter kit Service package including two start-up visits (one upon cold head start-up, one at commissioning), one PM visit during 12 month P&L warranty period. One year warranty through Dimplex Thermal Solutions. Customer is responsible for rigging and installation. Customer is responsible for providing glycol as specified by the manufacturer. Coastal or low ambient temperature chillers are available and should be used if the install location is within 30 miles of saltwater (coastal) or the local ambient temperature can reach -40F (low ambient).
1	XPAS_DTS_STARTUP	**Start-up of DTS chiller**

System Total: $ 1,150,000.00

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
David Bastulli

OPTIONS on Quote Nr : CPQ-310904 Rev. 2

OPTIONS for MAGNETOM Altea (DE)

All items listed below are OPTIONS and will be included on this system ONLY if initialed: *(See Detailed Technical Specifications at end of Proposal.)*

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	14461705	**2nd Select&GO #AI** The 2nd Select&GO interface enables fast and easy single-touch patient positioning from both sides of the patient table. The interfaces are integrated left and right into the front covers. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time.	**+ $ 13,905.00**	X

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

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

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

Upgrades/Options/Software packages purchased and requiring installation by Siemens must be installed 60 days post shipment. If Siemens’ access to the equipment on which such package(s) are to be installed is not made available within 60 days post shipment then invoicing will occur and payment will be due based upon contractual payment terms.

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
David Bastulli

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms and Acceptance. These terms and conditions constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Purchaser acknowledges that this is a commercial and not a consumer transaction. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.**1.2 Refurbished/Used Products.** For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, such Products will perform in accordance with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the availability of such Products to Purchaser cannot be guaranteed. If the Products are no longer available, Seller will use its best efforts to identify other suitable products in its inventory. If substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation. **1.3 Third Party Products.** If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is not responsible for any required installation, validation, product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.**2.2 Delay in Acceptance of Delivery.** Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver the Products to storage at Purchaser"s risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

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

terms.**4.2 Late Payment.** A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser"s outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.**4.3 Payment of Lesser Amount.** If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. **4.4 Where Payment Due Upon Installation or Completion.** Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.**4.5 Default; Termination.** Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser. Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.**4.6 Financing.** Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall have sole responsibility to procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.**5.2** Purchaser agrees that Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with applicable export Control and US Sanction laws and regulations. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this Section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).**6.2 Risk of Loss; Title Transfer.** Unless otherwise agreed to in writing, the following shall apply: (a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser. (b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to

Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery. (c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim.

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon Seller's written agreement.**8.2** Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment.**8.3** Seller reserves the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

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

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer"s warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty.**10.2** No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied

equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty.**10.3** This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser"s claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).**10.4** Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements.**10.5** Warranty service will be provided without charge during Seller"s regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.**10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.10.7** In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect.**11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.**12.2 Installation by Seller.** If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products

and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller‘s technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.**12.3 Purchaser"s Obligations.** Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser"s responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser’s expense. **12.4 Regulatory Reporting.** In the event that any regulatory activity is performed by anyone other than Seller’s authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements.**12.5 Completion of Installation.** Installation shall be complete upon the conclusion of final calibration and checkout under Seller’s standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Products, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. Provided that Purchaser gives Seller information, assistance and exclusive authority to evaluate, defend and settle such claims, Seller shall at its own expense and option: indemnify and defend Purchaser against such claims; settle such claims; procure for Purchaser the right to use the Products; or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by Purchaser less reasonable depreciation for Purchaser’s use of the Products. The foregoing states Seller’s entire obligation and liability, and Purchaser’s sole remedy, for claims of infringement.**13.2 Infringement by Purchaser.** If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products shall remain Seller’s property and shall at all times be held in confidence by Purchaser.**14.2** For all Products which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller’s Software License Schedule attached hereto.**14.3** Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the

Purchaser will be purchasing the Products). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ASSIGNMENT

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

16. COSTS AND FEES

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

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

18.1 This Agreement shall be governed by the laws of the state where the Product(s) will be installed, without regard to that state's choice of law principles.**18.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.**

19. COST REPORTING

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

20. INTEGRATION

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

21. SEVERABILITY; HEADINGS

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

22. WAIVER

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

23. NOTICES

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

24. RIGHTS CUMULATIVE

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

25. END USER CERTIFICATION

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

26. ACCESS TO BOOKS AND RECORDS

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

27. DISPOSITION OF PRODUCTS

27.1 Purchaser expressly agrees that should Purchaser sell, transfer or otherwise dispose of the Products, Purchaser shall notify Seller in writing and give Seller the opportunity to purchase such Products. With Purchaser's notice, Purchaser shall provide Seller with a copy of the third party's binding offer to purchase the Products and Seller shall have seven (7) days to notify the Purchaser of an offer to purchase the Products.
05/15 Rev.

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
David Bastulli

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.
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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.

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

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Revised 03/15/05

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
David Bastulli

TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE IN OR IF A TRADE-IN IS LATER ADDED TO THS QUOTATION VIA A CHANGE ORDER. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS OF 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 In Part Number (Ultrasound) as further described in the associated Trade Sheet which is incorporated herein by reference. Purchaser certifies that the description of the trade-in equipment as set forth on the Trade Sheet is a true and accurate representation of the equipment, and that the equipment is in good working condition unless otherwise noted on the Trade Sheet.

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

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

FOR MR SYSTEMS: cryogen levels must be least 65% upon time of de-installation. FOR MOBILE SYSTEMS: system must be road worthy and a state issued title transferring ownership to Seller (or Designee) must be received prior to the removal of the mobile system. FOR MODALITY TRADE SYSTEMS (non-ultrasound): The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment and on the date of de-installation after final inspection and test by the Seller (or Designee) has occurred, the Purchaser must supply licensed tradespeople to disconnect the power and plumbing (including draining and removing and disposing of any hazardous materials including, but not limited to glycol from the chiller and oil from the transformer, as examples.) 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. FOR ULTRASOUND SYSTEMS – Purchaser may provide transducers with the ultrasound unit being traded in, but will not receive additional credit for such transducers.

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
David Bastulli

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) Principal Coverage Period 8am-5pm Monday through Friday [2]	

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.

[2] Standard deliverable independent of subsequent service contract commitment

ATTACHMENT B

Projected Capital Cost Form

Physicians East PA MRI Replacement

Building Purchase Price	$	-
Purchase Price of Land	$	-
Closing Costs	$	-
Site Preparation	$	-
Construction/Renovation Contractor(s)	$	168,000.00
Furniture		
Architect / Engineering Fees	$	25,000.00
Medical Equipment (MRI)	$	990,795.00
Non-Medical Equipment (Power Conditioner)	$	45,000.00
Existing MRI Removal	$	55,000.00
Information Technology (IT)		
Financing Costs		
Interest during Construction		
Other: Contingency	$	12,000.00
Total Capital Cost	$	1,295,795.00

CERTIFICATION BY LICENSED ARCHITECT OR ENGINEER

I certify that, to the best of my knowledge, the projected construction costs for the proposed project is complete and correct.

Signature of Licensed Architect or Engineer — Date Signed 12-9-21

CERTIFICATION BY AN OFFICER OR AGENT FOR THE PROPONENT

I certify that, to the best of my knowledge, the projected capital cost for the proposed project is complete and correct and that it is our intent to carry out the proposed project as described.

Signature of Officer/Agent — Date Signed 12/10/2021

Chief Executive Officer

Title of Officer/Agent

Registration and Inventory of Medical Equipment
Fixed Magnetic Resonance Imaging Scanners
January 2021

Instructions
This is the legally required "Registration and Inventory of Medical Equipment" (G.S. 131E-177) for fixed magnetic resonance imaging (MRI) scanners. Please complete all sections of this form and return to Healthcare Planning by **Friday, January 29, 2021**.

1. **Submit one completed Registration and Inventory form per MRI scanner.**
2. Complete and sign the form
3. Return the form by one of two methods:
   a. Email a scanned copy to DHSR.SMFP.Registration-Inventory@dhhs.nc.gov.
   b. Mail the form to Trenesse Michael, Healthcare Planning, 2704 Mail Service Center, Raleigh, NC 27699-2704.

If you have questions, call Trenesse Michael in Healthcare Planning at (919) 855-3867 or email DHSR.SMFP.Registration-Inventory@dhhs.nc.gov.

Note: Fixed equipment operated in a facility licensed under a hospital should be reported on that hospital's license renewal application, and not duplicated on this form.

Section 1: Contact Information

1. Full legal name of corporation, partnership, individual, or other legal entity that acquired the equipment by purchase, donation, lease, transfer, or comparable arrangement:

   King's Medical Group
   (Legal Name)

2. Address of the corporation, partnership, individual, or other legal entity that acquired the equipment:

   1920A Georgetown Road
   (Street and Number)

   Hudson (City) Ohio (State) 44236 (Zip) (330) 653-3968 (Phone Number)

3. Chief Executive Officer or approved designee who is certifying the information in this registration form:

   Jessica Spachner (Name) CFO/COO (Title)

   1920A Georgetown Road (Street and Number) Hudson (City) Ohio (State) 44236 (Zip)

   (330) 653-3968 (Phone Number) jessica.spachner@kingsmedical.com (Email)

4. Information compiled or prepared by: Jennifer Kyer (Name)

   (330) 653-3968 (Phone Number) jkyer@kingsmedical.com (Email)

Section 2: Equipment and Procedures Information

Reporting Period: ☑ 10/01/2019 – 9/30/2020 ☐ Other time period: _____

Do not make extra copies of this page if the entity has multiple MRIs in the same county. Submit a complete, separate R&I form for each scanner.

DHSR Planning Use Only	
Manufacturer / Tesla	Siemens / 1.5T
Model Number	Symphony
Open or closed (including open bore) scanner	☐ Open ☑ Closed
Serial or I.D. number	28394
Date of acquisition	June 2006
Purchase price (if purchased)	$982,060
Certificate of Need Project ID (or grandfathered)	☑ Grandfathered
Certificate holder, as listed on Certificate of Need	
If this equipment was originally a mobile scanner, check box if it is now • permanently parked ("wheels off" or on) or • installed in a building	☐ Parked ☑ Installed
Service Site Information: Please include **all** the information requested.	Service Site Physicians East P.A. Address 1850 W. Arlington Blvd. City: Greenville Zip 27834 County Pitt
Inpatient Procedures*: - with Contrast or Sedation - without Contrast or Sedation Outpatient Procedures*: - with Contrast or Sedation - without Contrast or Sedation **Total Number of Procedures**	Inpatient: with: 0 w/out: 0 Total: 0 Outpatient: with: 848 w/out: 2836 Total: 3684 **Total**: 3684
For each day of the week, enter the **number of hours** the scanner is in operation.	___ Sunday _8_ Thursday _8_ Monday _8_ Friday _8_ Tuesday ___ Saturday _8_ Wednesday
Total number of hours in operation for reporting period	2064

*An **MRI procedure** is defined as a single discrete MRI study of one patient (single CPT coded procedure). An MRI study means one or more scans relative to a single diagnosis or symptom. **The total number of procedures should be equal to or greater than the total number of patients reported on the MRI Patient Origin Table on page 3 of this form.**

Name of entity that acquired the equipment (from page 1) ___King's Medical Group_____

Section 3: Patient Origin Data

Please provide the county of residence for each patient who received MRI services during the time period of this report. The total number of patients receiving services should be equal to or less than the total number of procedures reported on page 2 of this form.

County in which service was provided: Pitt

Patient County	Number of Patients	Patient County	Number of Patients	Patient County	Number of Patients
1. Alamance	1	37. Gates	1	73. Person	1
2. Alexander		38. Graham		74. Pitt	1330
3. Alleghany		39. Granville		75. Polk	2
4. Anson		40. Greene	113	76. Randolph	
5. Ashe		41. Guilford		77. Richmond	
6. Avery		42. Halifax	20	78. Robeson	
7. Beaufort	181	43. Harnett	1	79. Rockingham	
8. Bertie	31	44. Haywood		80. Rowan	
9. Bladen	1	45. Henderson		81. Rutherford	
10. Brunswick	1	46. Hertford	30	82. Sampson	
11. Buncombe		47. Hoke		83. Scotland	
12. Burke		48. Hyde	8	84. Stanly	
13. Cabarrus	1	49. Iredell	1	85. Stokes	
14. Caldwell		50. Jackson		86. Surry	
15. Camden	1	51. Johnston	9	87. Swain	
16. Carteret	7	52. Jones	1	88. Transylvania	
17. Caswell		53. Lee	1	89. Tyrrell	1
18. Catawba	1	54. Lenoir	116	90. Union	
19. Chatham		55. Lincoln		91. Vance	
20. Cherokee		56. Macon		92. Wake	11
21. Chowan	10	57. Madison		93. Warren	
22. Clay		58. Martin	92	94. Washington	24
23. Cleveland		59. McDowell		95. Watauga	
24. Columbus		60. Mecklenburg		96. Wayne	65
25. Craven	37	61. Mitchell		97. Wilkes	
26. Cumberland	2	62. Montgomery		98. Wilson	92
27. Currituck	2	63. Moore		99. Yadkin	
28. Dare	1	64. Nash	23	100. Yancey	
29. Davidson		65. New Hanover	1		
30. Davie		66. Northampton	10	101. Georgia	1
31. Duplin	13	67. Onslow	3	102. South Carolina	
32. Durham	1	68. Orange		103. Tennessee	
33. Edgecombe	87	69. Pamlico	3	104. Virginia	1
34. Forsyth	3	70. Pasquotank		105. Other	5
35. Franklin		71. Pender		AL WV MA IL TX	
36. Gaston		72. Perquimans	6	**Total Number of Patients**	2353

Section 4: Certification and Signature

The undersigned Chief Executive Officer or approved designee certifies the accuracy of the information contained on all pages of this form.

Signature _____

Print Name ____Jessica Spachner, CFO/COO_____

Date signed _____

Note: Healthcare Planning and Certificate of Need may request CPT codes for MRI procedures if further clarification is needed.

Section 5: COVID-19 Addendum to Registration and Inventory of Medical Equipment

This special section of the 2021 Registration and Inventory Forms seeks information regarding the facility's experience with COVID-19. This data will assist Healthcare Planning in projecting the need for equipment in the 2022 State Medical Facilities Plan.

The addendum is not asking for procedures performed on patients diagnosed with or suspected of having COVID-19. Rather, it covers <u>all</u> patients seen at the site entered on page 2 between April 1, 2020 and September 30, 2020.

Enter the number of procedures for the period <u>April 1, 2020 through September 30, 2020 only</u>.

Manufacturer / Tesla	Siemens / 1.5T
Model Number	Symphony
Open or closed (including open bore) scanner	☐ Open ☑ Closed
Serial or I.D. number	28394
Inpatient Procedures*: - with Contrast or Sedation - without Contrast or Sedation Outpatient Procedures*: - with Contrast or Sedation - without Contrast or Sedation **Total Number of Procedures**	Inpatient: with: ____0_____ w/out: ____0_____ Total: ____0_____ Outpatient: with: ___514_____ w/out: __1370_____ Total: __1884_____ **Total**: _1884_____

Name of entity that acquired the equipment (from page 1) ___King's Medical Group_____

AUTHENTICATING SIGNATURE: The undersigned submits the COVID-19 Addendum as part of the 2021 Registration and Inventory of Medical Equipment and certifies the accuracy of this information.

Signature _____

Print Name ____Jessica Spachner, CFO/COO_____

Date signed _____

Please complete all sections of this form and return to Healthcare Planning by **Friday, January 29, 2021**.

1. Complete and sign the form
2. Return the form by one of two methods:
   a. Email a scanned copy to DHSR.SMFP.Registration-Inventory@dhhs.nc.gov.
   b. Mail the form to Trenesse Michael in Healthcare Planning, 2704 Mail Service Center, Raleigh, NC 27699-2704.

If you have questions, call Trenesse Michael in Healthcare Planning at (919) 855-3867 or email DHSR.SMFP.Registration-Inventory@dhhs.nc.gov.

ATTACHMENT D

EQUIPMENT COM PARISON

Physicians East MRI Scanner Replacement	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type (e.g., Cardiac Catheterization, Gamma Knife ®, Heart-lung bypass machine, Linear Accelerator, Lithotrip tor , M RI, PET, Simulator, CT Scanner, Other Major Medical Equipment)	MRI Scanner	M RI Scanner
Manufacturer	Siemens	Siemens
Model number	Symphony 1.5T	Altea 1.5T
Other method of identifying the equipment (e.g., Room#, Serial Number , VIN#)	Serial # 28394	Serial # TBD
Is the equipment mobile or fixed?	Fixed	Fixed
Date of acquisition	2006	TBD
Was the existing equipment new or used when acquired?/ Is the replacement equipment new or used?	New	New
Total projected capital cost of the project. (Attach a signed Projected Capital Cost form)	NA	$1,295,795
Total cost of the equipment (MRI Scanner and Injector)	NA	$1,050,700
Location of the equipment (Attach a separate sheet for mobile equipment if necessary)	Radiology	Radiology
Document that the existing equipment is currently in use	Attached	NA
Will the replacement equipment result in any increase in the average charge per procedure?	No	No
If so, provide the increase as a percent of the current average charge per procedure	NA	NA
Will the replacement equipment result in any increase in the average operating expense per procedure?	NA	No
If so, provide the increase as a percent of the current average operating expense per procedure	NA	NA
Type of procedures performed on the existing equipment (Attach a separate sheet if necessary)	MRI Scans	NA
Type of procedures the replacement equipment will perform (Attach a separate sheet if necessary)	NA	MRI Scans

From: Mitchell, Micheala L
To: Waller, Martha K
Subject: Fw: [External] CON Exemption Request - Siemens MRI Greenville NC
Date: Tuesday, December 21, 2021 10:16:17 AM
Attachments: Outlook-5tdofhhz.png
KMG Request for CON Exemption_Greenville NC_12.21.2021.pdf

For you Martha. Thank you.

Micheala Mitchell, JD
NC Department of Health and Human Services
Division of Health Service Regulation
Section Chief, Healthcare Planning and CON Section
809 Ruggles Drive, Edgerton Building
2704 Mail Service Center
Raleigh, NC 27699-2704
Office: 919 855 3879
Micheala.Mitchell@dhhs.nc.gov

Don't wait to vaccinate. Find a COVID-19 vaccine location near you at MySpot.nc.gov.
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From: Kimberly Jacobs <Kimberly.Jacobs@kingsmedical.com>
Sent: Tuesday, December 21, 2021 9:57 AM
To: Mitchell, Micheala L <Micheala.Mitchell@dhhs.nc.gov>; Pittman, Lisa <lisa.pittman@dhhs.nc.gov>; Lightbourne, Ena <ena.lightbourne@dhhs.nc.gov>; Faenza, Julie M <Julie.Faenza@dhhs.nc.gov>
Cc: Eric Evans <Eric.Evans@kingsmedical.com>; Jessica Spachner <Jessica.Spachner@kingsmedical.com>; David L. Sweitzer <david.sweitzer@kingsmedical.com>
Subject: [External] CON Exemption Request - Siemens MRI Greenville NC

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to Report Spam.

Good morning CON Team,

Kings Medical Group (KMG) operates grandfathered MRI scanners in North Carolina.

We are requesting to replace one of our Siemens Symphony MRI scanners in Greenville, North Carolina with a new Siemens Altea in the first quarter of 2022. The current lead time from Siemens to produce a new MRI is currently 3-6 months. The existing system is over 15 years old and beginning to deteriorate. Due to the age of the system, parts are no longer readily available.

I have attached a completed request for exemption.

Thank you for your time, and please feel free to contact with me any questions.

I wish you and your families a healthy and enjoyable Christmas holiday.

Kimberly

Kimberly Jacobs | Chief Executive Officer
KMG | *An Employee Owned Company*
Direct: 330.671.7113