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

Pat McCrory
Governor

Richard O. Brajer
Secretary DHHS

Mark Payne
Assistant Secretary for Audit and
Health Service Regulation

March 24, 2016

Elizabeth V. Kirkman
Assistant Vice President
CHS Management Company
2709 Water Ridge Parkway, Suite 200
Charlotte, North Carolina 28217

Exempt from Review – Replacement Equipment

Record #:	**1904**
Facility Name:	Carolinas HealthCare System (CHS) NorthEast
FID #:	943049
Business Name:	The Charlotte-Mecklenburg Hospital Authority
Business #:	1772
Project Description:	Replace MRI located on the 1st floor in Room #20267
County:	~~Mecklenburg~~ Cabarrus

MF 4/6/16

Dear Ms. Kirkman:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of March 17, 2016, the above referenced proposal is exempt from certificate of need review in accordance with G.S 131E-184(f). Therefore, you may proceed to replace the existing General Electric 1.5 Tesla MRI scanner, located on the 1st floor in room #20267 of CHS NorthEast's main campus in Concord, with a comparable MRI scanner. This determination is based on your representation that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need.

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

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

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

Sincerely,

Gloria C. Hale

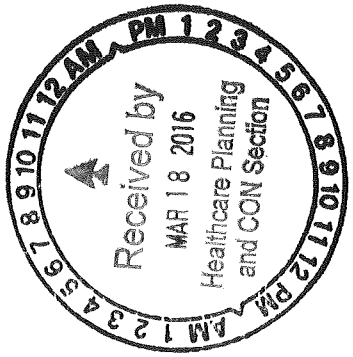
Gloria C. Hale
Project Analyst

Martha J. Frisone

Martha J. Frisone,
Assistant Chief, Certificate of Need

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

Carolinas HealthCare System



March 17, 2016

Ms. Martha Frisone, Assistant Section Chief
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
N.C. Department of Health & Human Services
809 Ruggles Drive
Raleigh, NC 27603

RE: The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas HealthCare System NorthEast – Exemption Notice for Acquisition of Replacement MRI Equipment, Mecklenburg County

Dear Ms. Frisone:

The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas HealthCare System NorthEast ("CHS NE"), seeks to acquire a Siemens MAGNETOM Skyra MRI unit ("Replacement Equipment"). Please see Attachment A for a copy of CHS NE's current hospital license. The Replacement Equipment will replace CHS NE's current General Electric 1.5 Tesla MRI unit ("Existing Equipment"). The Existing Equipment is currently housed and in use in room 20267 on the first level of CHS NE's main campus ("CT C") located at 920 Church St N in Concord, North Carolina 28025 (see Attachment B). The Replacement Equipment will be located in the same space.

The purpose of this letter is to provide the Agency with notice and to request a determination that CHS NE's purchase of the Replacement Equipment is exempt from Certificate of Need ("CON") review under the replacement equipment exemption provisions contained in Session Law 2013-360, Section 12G.3(b) and Session Law 2013-363, Section 4.6 (which are codified at N.C. Gen. Stat. 131E-184(f)(1)-(3)).

The General Assembly has chosen to exempt certain, otherwise reviewable events from CON review. Among those exemptions is the acquisition of "replacement equipment," defined as follows in the CON law:

> "Replacement equipment" means equipment that costs less than two million dollars ($2,000,000) and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced.

See N.C. Gen. Stat. 131E-176(22a). Under the new provisions found at N.C. Gen. Stat. 131E-184(f)(1)-(3), the CON law provides:

> (f) The Department shall exempt from certificate of need review the purchase of any replacement equipment that exceeds the two million dollar ($2,000,000) threshold set forth in G.S. 131E-176(22) if all of the following conditions are met:
>
> (1) The equipment being replaced is located on the main campus.
> (2) The Department has previously issued a certificate of need for the equipment being replaced. This subdivision does not apply if a certificate of need was not required at the time the equipment being replaced was initially purchased by the licensed health service facility.
> (3) The licensed health service facility proposing to purchase the replacement equipment shall provide prior written notice to the Department, along with supporting documentation to demonstrate that it meets the exemption criteria of this subsection.

See Session Law 2013-360, Section 12G.3(b) and Session Law 2013-363, Section 4.6. The term "main campus" was defined in Session Law 2013-360, Section 13G.3(a) (codified N.C. Gen. Stat. 131E-176(14n)) as follows:

> (14n) "Main campus" means all of the following for the purposes of G.S. 131E-184(f) and (g) only:
>
> a. The site of the main building from which a licensed health service facility provides clinical patient services and exercises financial and administrative control over the entire facility, including the buildings and grounds adjacent to that main building.
> b. Other areas and structures that are not strictly contiguous to the main building but are located within 250 yards of the main building.

The Existing Equipment is currently located in room 20267 on the first level of CHS NE's main building and the Replacement Equipment will be located within the same space (see Attachment B). The main hospital building from which Carolinas HealthCare System NorthEast exercises financial and administrative control is located at 920 Church St N, Concord, NC 28025 (see Attachment B). Carolinas HealthCare System NorthEast's President's office is located on the first floor of the main hospital building.

In addition to the foregoing, to qualify for this exemption, the replacement equipment must be "comparable" to the equipment it replaces and the equipment being replaced must be "sold or otherwise disposed of when replaced." CHS NE's proposal qualifies for this exemption.

A. <u>Cost of the Replacement Equipment</u>

The purchase price of the Replacement Equipment is $2,085,875 ($1,926,650 MRI + $32,350 Freight + $126,875 Tax). The purchase price of the Injector is $51,277 ($48,780 Injector + $227 Freight + $2,270 Tax). The purchase price of the Ferroguard is $61,302 ($56,500 Ferroguard + $847 Freight + $3,955 Tax). The quote for the MRI unit from Siemens, the quote for the Injector from Bayer HealthCare and the quote for the Ferroguard from Philips are provided in Attachment C. The project to replace the MRI scanner includes basic renovations in the current MRI space to conform to the American College of Radiology (ACR) safety zone guidelines. The projected total capital cost of the project is $3,555,684 and includes the removal of the existing equipment and installation of the Replacement Equipment. The total capital cost schedule and the certified cost estimate of the renovation required to install the new equipment are provided in Attachment D.

B. Equipment Being Replaced is Located on the Main Campus

The Existing Equipment is currently located in room 20267 on the first floor of CHS NE's main building (see Attachment B). The Replacement Equipment will be located in the same space on CHS NE's main campus (see Attachment B).

C. Certificate of Need Issued for Equipment Being Replaced

This proposal also fits within the new exemption criterion in Section 131E-184(f)(2) because the Department issued a Certificate of Need for the Existing Equipment (see Attachment E). The Existing Equipment was purchased in 2000.

D. Comparable Equipment

The CON rule codified as 10A N.C.A.C. 14C.0303 (the "Regulation") defines "comparable medical equipment" in subsection (c) as follows:

> "Comparable medical equipment" means equipment which is functionally similar and which is used for the same diagnostic or treatment purposes.

CHS NE intends to use the Replacement Equipment for substantially the same MRI procedures for which it currently uses the Existing Equipment. The Existing Equipment is a General Electric 1.5 Tesla MRI unit that was installed new in 2000. This Existing Equipment has been used for MRI procedures since installation.

The Replacement Equipment will perform all procedures currently performed on the Existing Equipment. Although it possesses some expanded capabilities due to technological improvements, the Replacement Equipment will perform the same MRI procedures (see Attachment F for the Equipment Brochure). The Replacement Equipment is therefore "comparable medical equipment" as defined in Subsection (c).

Furthermore, CHS NE does not intend to increase patient charges or per procedure operating expenses within the first 12 months after equipment acquisition. For further

equipment comparison, please refer to Attachment G, the Equipment Comparison Chart.

Subsection (d) of the regulation further provides:

(1) it has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and
(2) it is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service; and
(3) the acquisition of the equipment does not result in more than a 10.0 percent increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

The Replacement Equipment will meet all three of tests set out in Subsection (d). The Replacement Equipment satisfies the technology and functionality tests in Subsection (1) and (2) as discussed above and identified in the Comparison Chart (Attachment G). Moreover, CHS NE represents the use of the Replacement Equipment will not result in the types of expense or charge increases described in Subsection (d)(3).

The Existing Equipment is currently in use and documentation provided in Attachment H indicates that 9,205 procedures were performed in 2015.

E. <u>Disposition of Equipment</u>

Please see Attachment I for a letter documenting the Existing Equipment will be taken out of service and will not be re-sold or re-installed in North Carolina without appropriate certificate of need approval.

CONCLUSION:

Based on the foregoing information, CHS NE hereby requests that the Agency provide a written response confirming that the acquisition of the Replacement Equipment described herein is exempt from CON review. If the Agency needs additional information to assist in its consideration of this request, please let us know.

Thank you for your consideration of this notice.

Sincerely,

Elizabeth V. Kirkman
Assistant Vice President
CHS Management Company

Attachments

cc: F. Del Murphy, Jr., CHS Management Company
Phyllis Wingate, President, Carolinas HealthCare System NorthEast

Attachment A

State of North Carolina

Department of Health and Human Services
Division of Health Service Regulation

Effective ***January 1, 2016*** *this license is issued to*

The Charlotte- Mecklenburg Hospital Authority
to operate a hospital known as

Carolinas HealthCare System NorthEast

located in Concord, North Carolina, Cabarrus County

This license is issued subject to the statutes of the State of North Carolina, is not transferable and shall expire ***December 31, 2016***
License Number: H0031

Bed Capacity: 457
General Acute 447, *Psych* 10

License Categories: Substance Abuse Intensive Outpatient Program 27G .4400
Partial Hospitalization 27G.1100

Authorized by:

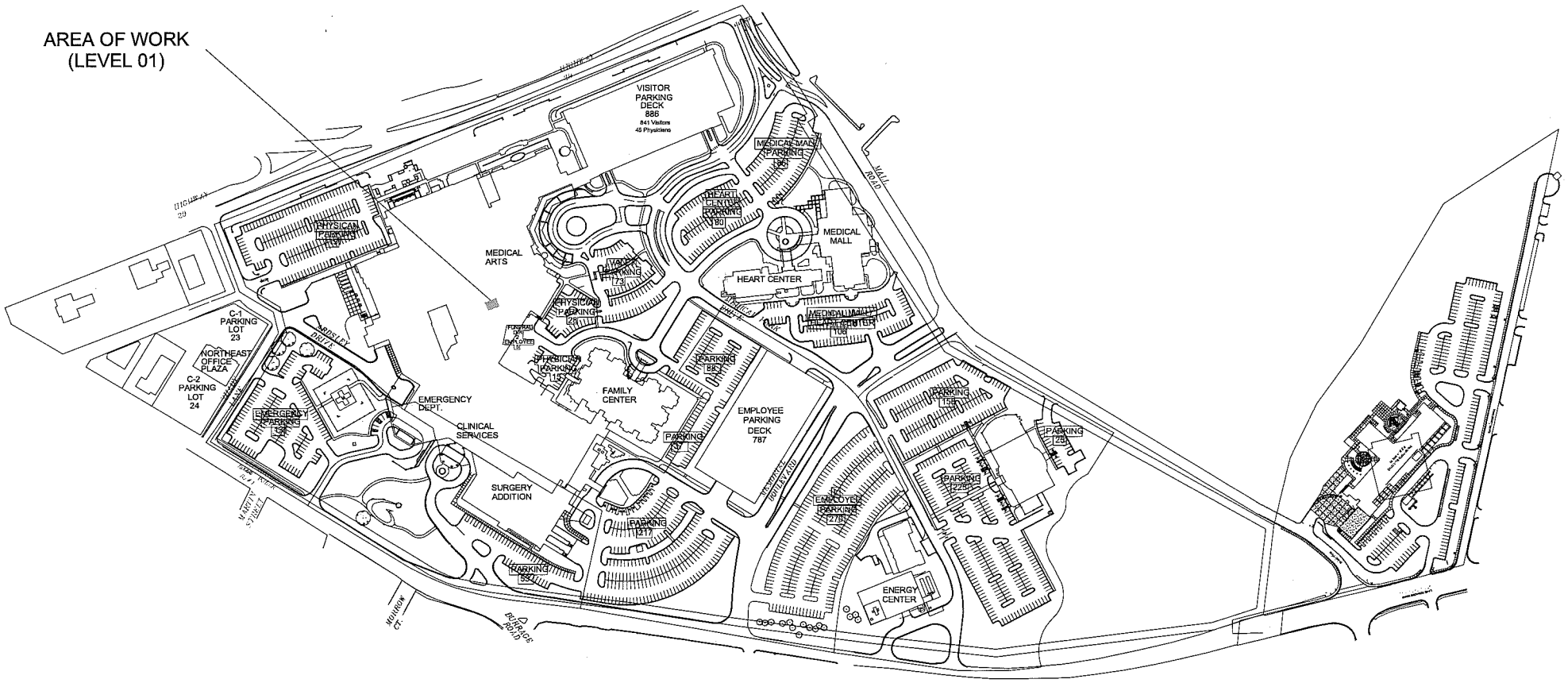
Richard O. Bu

Secretary, N.C. Department of Health and Human Services

Mark Payne

Director, Division of Health Service Regulation

Attachment B



SCALE

255-255-155 EXISTING BUILDING

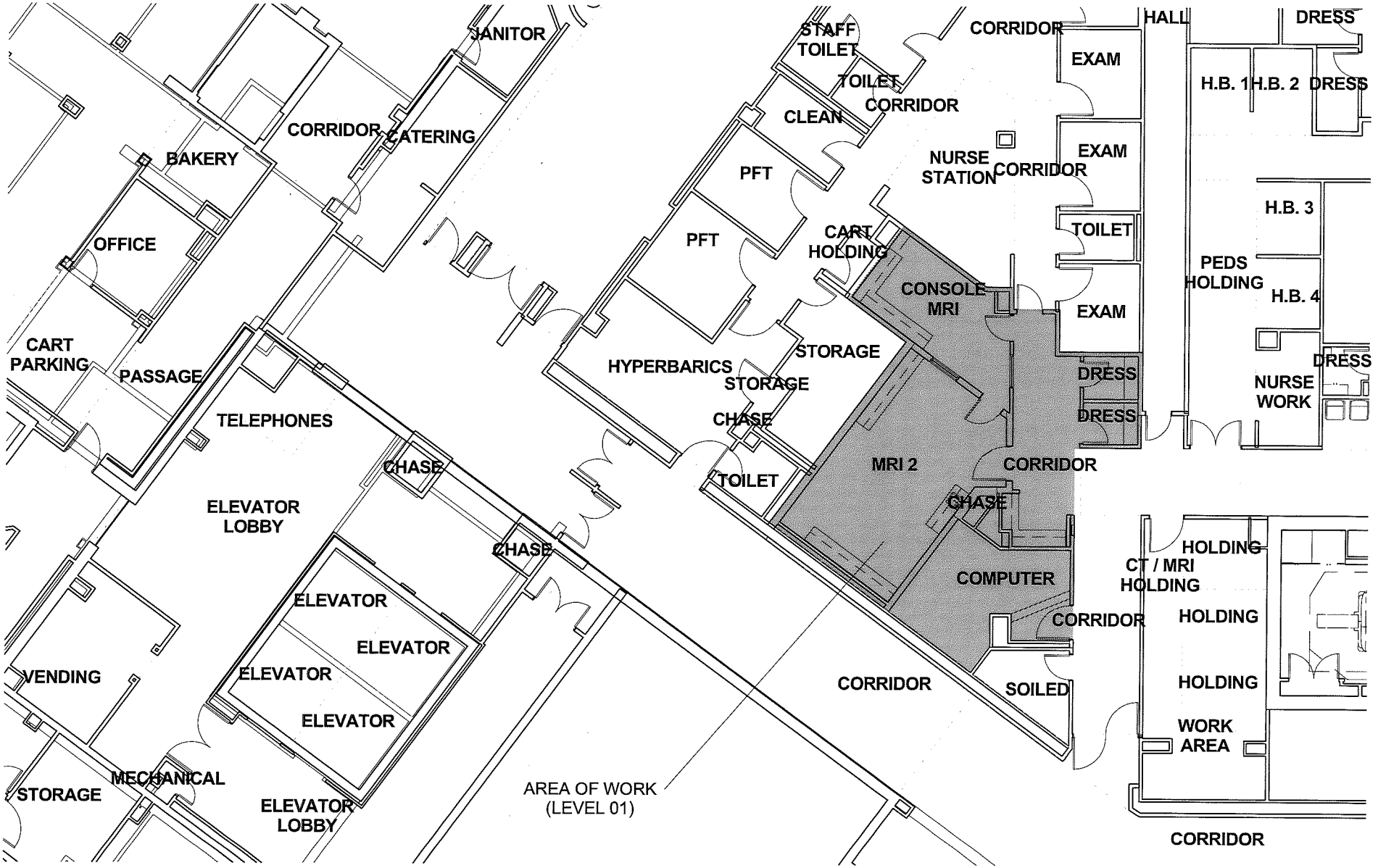
255-155-205 MRI

0' 50' 100' 200'

EXISTING AND PROPOSED SITE PLAN

2930205

Carolinas HealthCare System *02.29.2016* CHS Northeast MRI 3T Replacement



EXISTING AND PROPOSED FLOOR PLAN

2930205

Carolinas HealthCare System *02.29.2016* CHS Northeast MRI 3T Replacement

Attachment C

SIEMENS

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

SIEMENS REPRESENTATIVE
Ed Winicki - (336) 688-0978

Customer Number: 0000035965

Date: 1/25/2016

CAROLINAS HEALTHCARE SYSTEM
1000 BLYTHE BLVD
CHARLOTTE, NC 28203

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.

Quote Nr:	**1-C2IM5M, Rev. 6**
Trade:	**GE Excite HDxt**
Terms of Payment	**00% Down, 80% Delivery, 20% Installation** **Free On Board: Destination**
Purchasing Agreement	**Premier Purchasing Partners**
Terms and Conditions	**Premier terms and conditions apply**
Proposal Valid Until	**9/30/2016**

Siemens Magnetom Skyra

Qty	Part No.	Item Description
1	14418500	**MAGNETOM Skyra - System** MAGNETOM Skyra - 3T Tim+Dot system - the integration of the next generation Tim "Tim 4G" and Siemens unique Dot Engines (Day optimizing throughput Engines). Short and open appearance (173 cm system length with 70 cm Open Bore Design). Tim 4G with redesigned RF system and all-new coil architecture. DirectRF(tm) technology enabling Tim's new all digital-in/ digital-out design - All-new coil architecture including Dual-Density Signal Transfer Technology - Whole-body superconductive Zero Helium Boil-Off 3T magnet - TrueForm Magnet and Gradient Design - Actively shielded water-cooled Siemens gradient system - TimTX TrueForm for uniform RF distribution in all body regions - Head/Neck 20 DirectConnect, Spine 32 DirectConnect, Body 18, Flex Large/Small 4 Dot offers patient personalization, user guidance and process automation. Brain Dot Engine - personalized, guided and automated workflows - Dot Display and Dot Control Centers for efficient patient preparation. Additional features included: -Tim Application Suite including Neuro, Angio, Cardiac, Body, Onco, Breast, Ortho, Pediatric and Scientific Suite - syngo MR software including 1D/2D PACE, syngo BLADE, iPAT², Phoenix, Inline Technologies. - High performance host computer and measurement and reconstruction system The system (magnet, electronics and control room) can be installed in 31sqm space. For system cooling either the Eco Chiller options or the Separator is required.
1	14418502	**Tim [204x48] XQ Gradients #Sk** Tim [204x48] XQ-gradients performance level - Tim 4G's newly designed RF system and innovative coil architecture enables high resolution imaging and increased throughput. Up to 204 simultaneously connected coil elements, in combination with the standard 48 independent RF channels, allow for more flexible parallel imaging. Maximum

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40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Ed Winicki - (336) 688-0978

Qty	Part No.	Item Description
		SNR through the new Tim 4G matrix coil technolgy. XQ - gradients - The XQ - gradients - high performance and linearity to support clinical whole body imaging at 3T. The force compensated gradient system minimizes vibration levels and accoustic noise. The XQ gradients combine 45 mT/m peak amplitude with a slew rate of 200 T/m/s.
1	08464872	**PC Keyboard US english #Tim** Standard PC keyboard with 101 keys.
1	14416914	**Pure White Design #T+D** The MAGNETOM Aera / MAGNETOM Skyra design is available in different light and appealing variants which perfectly integrates into the different environments. The color of the main face plate cover of the Pure White Design Variant with the integrated Dot Control Centers and the unique Dot Display is brilliant white surrounded by a brilliant silver trim. The asymetrical deco area on the left side is colored white matte and also with a brilliant surrounding silver trim. The table cover is presented also in the same color and material selection.
1	14418507	**Tim Dockable Table #Sk** The Tim Dockable Table is designed for maximum patient comfort and smooth patient preparation. Tim Dockable Table can support up to 250 kg (550 lbs) patients without restricting the vertical or horizontal movement. The one step docking mechanism and the innovative multi-directional navigation wheel ensure easy maneuvering and handling. Critically ill or immobile patients can now be prepared outside the examination room for maximum patient care, flexibility and speed.
1	14441850	**SW syngo MR E11** syngo MR E11 software with new Dot features and applications. DotGO Go for consistent results, efficiently with Dot engines. Dot Cockpit The central tool to continuously build knowledge into standardized exam strategies and to make those available for every user in the MRI department. Dot Cockpit is the new starting point for every exam. - TGSE - WARP including VAT
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	14441866	**DotGO Routine Package #T+D** The DotGO Routine Package includes both: - Spine Dot Engine and - Large Joint Dot Engine. As a package they offer a comprehensive set of workflows with guidance and automation, for standardized image quality in Spine and MSK MR imaging. The Spine Dot Engine provides the functionality of Inline Composing and Tim Planning Suite for streamlining workflows in all spine imaging. Tools, such as auto-positioning and vertebral recognition with AutoAlign Spine, AutoCoverage and Spine Labelling support and optimize reproducibility for your cervical, thoracic and lumbar spine imaging for all clinical indications. The Large Joint Dot Engine enhances standardization of the knee, hip and shoulder workflows and optimizes reproducible image quality by incorporating automation tools, such as anatomically based auto-positioning (AutoAlign). Dedicated imaging techniques, such as Advanced WARP, are included and can help to expand the access of diagnostic MRI to a broader range of patient types.
1	14405224	**Composing syngo #Tim** This application provides dedicated evaluation software for creation of full-format images from overlapping MR volume data sets and MIPs (starting from syngo MR B13) acquired at multiple stages.

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Qty	Part No.	Item Description
1	14409198	**Native syngo #Tim** Integrated software package with sequences and protocols for non-contrast enhanced 3D MRA with high spatial resolution. syngo NATIVE particularly enables imaging of abdominal and peripheral vessels and is an alternative to MR angiography techniques with contrast medium, especially for patients with severe renal insufficiency.
1	14441813	**QISS #T+D** Software package with QISS sequence, protocols and Dot AddIn for non-contrast enhanced peripheral MRA. QISS particularly enables higher reproducibility than existing methods and is an alternative to MR angiography techniques with contrast medium, especially for patients with severe renal insufficiency.
1	14441759	**FREEZEit Body MRI Package #T+D** FREEZEit Body Package contains two robust sequences for advanced body imaging: TWIST VIBE and StarVIBE. - TWIST VIBE is a new fast, high-resolution 4D imaging sequence for multi-arterial liver imaging. - StarVIBE is a motion insensitive VIBE sequence using a stack-of-stars trajectory.
1	14416946	**Neuro Perfusion Package #T+D** The Neuro Perfusions Package helps to streamline the clinical workflow by inline post-processing in dynamic susceptibility contrast (DSC) based perfusion imaging. This makes it possible to see perfusion maps immediately. Perfusion parameter maps are based on a Local Arterial Input function. A corrected relCBV map calculation and motion correction is provided.
1	14426290	**Neuro Perfusion Eval #T+D** Neuro Perfusion Evaluation syngo provides a task card for detailed post-processing of brain perfusion data sets. Color display of the relative Mean Transit Time (relMTT), relative Cerebral Blood Volume (relCBV), corrected rel CBV, and relative Cerebral Blood Flow (relCBF) is supported. Flexible selection of the Arterial Input Function (AIF) for more reliable analysis taking into account the dynamics over time of the contrast agent enhancement. Furthermore a calculation of maps using automatically selected local Arterial Input Functions (AIF) is provided to reduce the amount of user interactions. The detailed evaluation of brain perfusion data sets generates parameter maps for TTP and PBP and for the hemodynamic parameters relMTT, relCBV, rel CBVcor and relCBF. These may show perfusion deficits and assist in the diagnosis and grading of e.g. vascular deficiencies and brain tumors.
1	14441852	**DTI Package #T+D** The DTI Package is a bundle of: - Diffusion Tensor Imaging - DTI Evaluation and - DTI Tractography syngo The bundle comprehends all acquisition and postprocessing tools for comprehensive DTI exams.
1	14430391	**RESOLVE #T+D** RESOLVE is a diffusion-weighted, readout-segmented EPI sequence optimized towards high resolution imaging with reduced distortions. The sequence uses a very short echo-spacing compared to single-shot EPI, substantially reducing susceptibility effects. A 2D-navigator correction is applied to avoid artefacts due to motion-induced phase errors. This combination allows diffusion weighted imaging of the breast, prostate, brain and spine with a high level of detail and spatial precision.
1	14402527	**SWI #Tim** Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.
1	07820090	**Inline BOLD Imaging #Tim** The BOLD imaging package is based on blood oxygen level dependent (BOLD) contrast-sensitive single-shot EPI sequences. Inline technology enables the automatic real-time calculation and display of statistical (t-value) images during the measurement of BOLD paradigms (including 3D motion correction and spatial filtration). The mosaic image format is supported. Clinical protocols are prepared. With Inline BOLD Imaging, functional brain mapping can be optimally integrated into clinical routine, e.g. prior to neurosurgical interventions.

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Qty	Part No.	Item Description
1	14405330	**3D PACE syngo #Tim** 3D PACE (Prospective Acquisition CorrEction) enhances Inline BOLD imaging with motion correction during the acquisition of a BOLD exam. In contrast to a retrospective motion correction that corrects previously acquired data, the unique 3D PACE tracks the head of the patient, correcting for motion in real time during the acquisition.
1	14405332	**BOLD 3D Evaluation syngo #Tim** BOLD 3D Evaluation syngo is the comprehensive processing and visualization package for BOLD fMRI. It provides a full set of features for clinical fMRI, as well as advanced features for more research oriented applications. The package provides statistical map calculations from BOLD datasets. It enables the visualization of task-related areas of activation with 2D or 3D anatomical data, allowing, in real time, to assess the spatial relation of eloquent cortices with cortical landmarks or brain lesions.
1	14405316	**fMRI Trigger Converter** An optical trigger signal is available to trigger external stimulation devices in fMRI experiments. With the "fMRI Trigger Converter" this signal can be converted to an electrical signal (TTL/BNC and RS 232 interface for PC; modes: toggle or impulse).
1	14416941	**Spectroscopy Package #T+D** The Spectroscopy Package is a comprehensive software package which bundles Single Voxel Spectroscopy, 2D Chemical Shift Imaging, 3D Chemical Shift Imaging and syngo Spectroscopy Evaluation. Sequences and protocols for proton spectroscopy, 2D and 3D proton chemical shift imaging (2D CSI and 3D CSI) to examine metabolic changes in the brain (e.g. in tumors and degenerative diseases) and in the prostate are included. Furthermore included is the comprehensive syngo Spectroscopy Evaluation Software which enables fast evaluation of spectroscopy data on the syngo Acquisition Workplace.
1	14405328	**TWIST syngo #Tim** This package contains a Siemens unique sequence and protocols for time-resolved (4D) MR angiographic and dynamic imaging in general with high spatial and temporal resolution. syngo TWIST supports comprehensive dynamic MR angio exams in all body regions. It offers temporal information of vessel filling in addition to conventional static MR angiography, which can be beneficial in detecting or evaluating malformations such as shunts. In case of general dynamic imaging, for example an increase in spatial resolution by a factor of up to 2 at 60 seconds temporal resolution (compared to conventional dynamic imaging) is possible due to intelligent k-space sampling strategies. Alternatively, increased temporal resolution at constant spatial resolution is possible.
1	14416959	**Shoulder 16 Coil Kit #Sk** The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technolgy combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. The Shoulder 16 Coil Kit for examinations of the left or right shoulder consists of a base plate and two different sized iPAT compatible 16 channel coils (Shoulder Large 16 and Shoulder Small 16). These will be attached and can be relocated on the base plate.The 16-element coils with 16 integrated pre-amplifiers ensure maximimum signal-to-noise ratio. Shoulder Large 16 and Shoulder Small 16 will be connected via a SlideConnect plug for fast and easy coil set-up and patient preparation.
1	14418513	**Hand/Wrist 16 #Sk** 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	14418514	**Foot/Ankle 16 #Sk** The new Tim 4G coil technology with Dual Density Signal Transfer and DirectConnect Technolgy combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. Foot/Ankle 16 for examinations of the left or right foot and ankle region consists of a base plate and an iPAT compatible 16-channel coil and allows high resolution imaging of the foot and ankle within one examination. Foot/Ankle 16 is a cable-less coil and will be connected via DirectConnect for fast and easy patient preparation.
1	14430404	**Tx/Rx 15-channel Knee Coil DDST #Sk** New 15-channel transmitter/receiver coil for joint examinations in the area of the lower extremities. Main features :

Qty	Part No.	Item Description

- 15-element design (3x5 coil elements) with 15 integrated preamplifiers
- iPAT-compatible
- SlideConnect Technology

1 14426333

Tx/Rx CP Head Coil #Sk

Circularly polarized no-tune transmit/receive coil with an open patient-friendly design. The integrated transmit mode allows volume selective excitation. Integrated, extremely low-noise pre-amplifiers permit very high signal-to-noise ratio. Furthermore, the coil is outfit with SlideConnect Technology, allowing for easier patient preparation and less table time for the patient.

1 14441810

Body 30 #3T

The Body 30 is the anterior part of the Body 60. The Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility:

- 30 channels or up to 46 (in combination with the Spine 32)
- Dual Density Signal Transfer
- Ultra light-weight
- Highly flexible viscoelastic material
- SlideConnect Technology

The Body 30 features:

- 30-element design with 30 integrated preamplifiers (5 clusters of 6 elements each)
- Can be combined with further coils for larger coverage
- Can be positioned in different orientations (0°, 90°, 180°, 270°) for patient specific adaptations
- No coil tuning
- iPAT compatible in all directions

The highly flexible design allows the usage for:

- Thorax (incl. heart)
- Abdomen
- Pelvis (incl. prostate)
- Hip
- Angiography

Dedicated protocols are provided for abdominal imaging.

Typically combined with:

- Spine 32
- Body 18
- Body 18 long (optional)
- Peripheral Angio 36 (optional)
- Body 30 (optional)

1 14441791

RT Pro Edition #Sk

MAGNETOM RT Pro edition for MAGNETOM Skyra is designed for the dedicated needs in RT planning and therapy control.

Equipped with a set of appropriate positioning support devices and dedicated applications for RT planning (RT Dot Engine) MAGNETOM RT Pro edition helps you to plan therapy more precisely. Based on the core technologies Tim(r) 4G and Dot(r), along with a comprehensive application portfolio, the Skyra with MAGNETOM RT Pro edition is also the ideal choice for shared use between radiation oncology and radiology.

Every case. Every day.

This package includes:

- Body 18 long
- additional Flex Large 4
- additional Flex Small 4
- additional Flex Coil interface

Qty	Part No.	Item Description
		- RT Dot Engine - RT Positioning Package CIVCO 3002 (alternatively RT Positioning Package Orfit) - Optional: Laser Bridge LAP DORADOnova3 (red or green)
1	10847309	**Civco MR tabletop 3002** Siemens MRI Indexed Overlay with Prodigy Indexing. Compatible with MAGNETOM Aera, Skyra.
1	08464740	**Flow Quantification #Tim** Special sequences for quantitative assessment of flow.
1	07365419	**Argus Flow**
1	MR_MISC_MATERIAL	**MR EVOLVE Program**
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	08857828	**UPS Cable #Tim** Power cable for connecting the UPS Powerware PW 9130-3000i (14413662) to the ACC of MAGNETOM Tim and MAGNETOM Tim+Dot systems for backing up the computer. Standard cable length: 9 m.
1	14413662	**UPS Powerware PW9130G-3000T-XLEU** UPS system Eaton PW9130G-3000T-XLEU for MAGNETOM Tim, MAGNETOM Tim+Dot and MAGNETOM Symphony systems for safeguarding computers. Power output: 3.0 kVA / 2.7 kW Bridge time: 5 min full load / 14 min half load Input voltage: 230 VAC
1	14413663	**UPS Battery module** UPS battery module Eaton PW 9130N-3000T-EBM for all MAGNETOM Tim, MAGNETOM Tim+Dot and MAGNETOM Symphony systems for safeguarding computers. Extension for: PW9130i-3000T Battery type: Closed, maintenance-free Extension of the bridge time to: 24 minutes with a module Dimensions (H x W x D): Battery module: 346 x 214 x 412 mm incl. bracket set Weight: approx. 50 kg
1	MR_STD_RIG_INST	**MR Standard Rigging and Installation** MR Standard Rigging and Installation This quotation includes standard rigging and installation of your new MAGNETOM system Standard rigging into a room on ground floor level of the building during standard working hours (Mon. - Fri./ 8 a.m. to 5 p.m.) It remains the responsibility of the Customer to prepare the room in accordance with the SIEMENS planning documents Any rigging requiring a crane over 80 tons and/or special site requirements (e.g. removal of existing systems, etc.) is an incremental cost and the responsibility of the Customer. All other "out of scope" charges (not covered by the standard rigging and installation) will be identified during the site assessment and remain the responsibility of the Customer.

SIEMENS

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

SIEMENS REPRESENTATIVE
Ed Winicki - (336) 688-0978

Qty	Part No.	Item Description
1	MR_BTL_INSTALL	**MR Standard Rigging & Install**
1	MR_BUDG_ADDL_RIG	**Add'l/Out of Scope Rigging $ 17,350**
1	MR_TRADE_IN_ALLOW	**MR Trade-in-Allowance – GE Excite HDxt ($209,000)**
1	MR_PREINST_DOCK	**T+D Preinstall kit for dockable table**
1	MR_CRYO	**Standard Cryogens**
1	MR_PM	**MR Project Management** A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.
1	MR_INITIAL_32	**Initial onsite training 32 hrs** MR_INITIAL_32 Up to (32) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MR_FOLLOWUP_24	**Follow-up training 24 hrs** Up to (24) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MR_INT_DOT_BCLS	**MR Dot Training Class** Tuition for (1) imaging professional to attend Classroom Course at Siemens Training Center. The objectives of this class are to introduce the user interface of the common syngo platform, including Dot, and instructions on building protocols, demonstration of software functions, and hands-on sessions. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
4	MR_ADD_24	**Additional onsite training 24 hours** Up to (24) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
4	MR_A_INT_DOT_BCLS	**MR Dot Training Class** Tuition for (1) imaging professional to attend Classroom Course at Siemens Training Center. The objectives of this class are to introduce the user interface of the common syngo platform, including Dot, and instructions on building protocols, demonstration of software functions, and hands-on sessions. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MR14416965BU	**ASL Bundle - 2D ASL and 3D ASL** Arterial Spin Labeling (ASL) Bundle consists of 2D ASL and 3D ASL. 2D ASL is a non contrast enhanced brain perfusion technique. EPI sequence enhanced for PASL (Pulsed Arterial Spin Labeling) with preparation module (inversion pulse, saturation pulses) and selectable prospective motion correction. Perfusion weighted color maps and relative cerebral blood flow (relCBF) color maps are calculated with Inline technology. 3D ASL is a non contrast enhanced brain perfusion technique. A 3D volume is acquired with high SNR by using a turbo gradient spin echo technique and an ASL preparation module to achieve clinically feasible scan times.

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SIEMENS REPRESENTATIVE
Ed Winicki - (336) 688-0978

Qty	Part No.	Item Description
1	MR_PR_CC_GPO50	**GPO CC Credit FMV$50K**
1	KKTECOMR_60	**KKT ECOCHILLER 133L** The KKT ECO 133 -L chiller is a dedicated 20°C cooling system for MAGNETOM Aera and MAGNETOM Skyra which automatically adapts to the different cooling requirements (e.g. system in operation, standby, ...) to reduce the energy consumption for cooling. The cooling system must be used in combination with the IFP (Interface Panel), if there is no on-site chilled water supply at all. The IFP is included in the scope of supply.
1	CHILINST_AVT	**Chiller Start-up and Warranty for TIM**

Sell Price (excluding trade and freight): $ 1,926,650
Freight and Rigging : $ 32,350
Ge HDxt Trade Value: $ ($209,000)
Final Price (including trade): $ 1,750,000

Estimated Tax (final tax is computed at time of installation): $126,875

Bayer HealthCare

Quotation

Quote To:
CAROLINAS MEDICAL
CENTER-NORTHEAST
920 Church St N
CONCORD NC 28025-2983
UNITED STATES OF AMERICA

Bayer HealthCare LLC
1 Bayer Drive
Indianola, PA 15051

Quotation number: 0020019990
Customer number: 0000089675
Date: 02/12/2016
Page: 1

Valid from: 02/12/2016 to 08/30/2016

Megan Shebeck
Inside Sales Representative
724-940-7405
megan.shebeck@bayer.com

Trey Karn
Professional Sales Consultant
864-415-2397
trey.karn@bayer.com

TRADE CREDIT FOR SPECTRIS SN 30501
TOTAL TAXES.....$2,270.10
TOTAL FREIGHT:
2-day -- $237.95
3-day – $227.22
Overnight -- $384.38

We deliver according to the following terms and conditions: ***Currency:*** USD
Terms of payment: 30 d. w/o discount of inv. net
Terms of delivery: Free carrierFOB SHIPPING POINT

Item	*Part No*	*Qty*	*Unit Price*	*UoM*	*Amount*

If pricing and terms of this order are based upon your current Group Purchasing Organization (GPO) affiliation, any change to your current affiliation may require a new quote or updated terms and pricing.

When applicable, State and Local taxes will be calculated on the order. If you are exempt from taxes, contact customer support at 1(800)633-7231. Thank you for your order!

Bayer HealthCare

Quotation

Item	*Part No*	*Qty*	*Unit Price*	*UoM*	*Amount*
1	60726769				
	SSMR EP ICBC	1 PCE	46,950.00	1 PCE	46,950.00
	MR - SPECTRIS SOLARIS EP INJECTOR,MC				
	Discount (Value)		13,020.00-		13,020.00-
	Trade Allowance		1,500.00-		1,500.00-
	Net value		32,430.00		32,430.00
2	59944642				
	SSI 300	1 PCE	1,830.00	1 PCE	1,830.00
	INSTALL,SPECTRIS SOLARIS MR INJECTOR				
	Discount (Value)		161.00-		161.00-
	Net value		1,669.00		1,669.00
			Sub Total		34,099.00
			Total		34,099.00

NOTE: If using signed quote as a purchase order please complete the following information:

Print Name: _____

Signature: _____

Title: _____

PO #: _____

Phone #: _____

If pricing and terms of this order are based upon your current Group Purchasing Organization (GPO) affiliation, any change to your current affiliation may require a new quote or updated terms and pricing.

When applicable, State and Local taxes will be calculated on the order. If you are exempt from taxes, contact customer support at 1(800)633-7231. Thank you for your order!

Bayer HealthCare

BAYER PRODUCT TERMS AND CONDITIONS

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

The following terms and conditions will not apply to the license of Bayer's Informatics Software. Both Radiation Dose Management software (sometimes referred to as "RDM") and Contrast Dose Management (sometimes referred to as "CDM") software are subject to a separate license agreement.

1.Modifications. The prices and terms on this Quote are not subject to verbal changes or other agreements unless approved in writing by Bayer.

2. Acceptance. Bayer's products and services are sold only under the terms and conditions stated on this quotation. Acceptance of any Purchase Order is expressly and exclusively made conditional on your assent to these terms and conditions. Any different or additional terms and conditions that may appear in your Purchase Order or any other document sent by you, shall have no effect. Bayer expressly objects to and rejects all inconsistent or additional terms, conditions and limitations contained on any of your forms or other writings. If you do not communicate your objection to these terms and conditions in writing and within a reasonable time, or if you accept the goods covered by this Quote, you will be deemed to have accepted these terms and conditions and they will control in all instances. If the Products include embedded software or if you are purchasing software, BY HAVING THE SOFTWARE INSTALLED AND USING THE SOFTWARE PURCHASED HEREUNDER, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS QUOTE, DO NOT INSTALL OR USE THE SOFTWARE AND NOTIFY BAYER IMMEDIATELY.

3. Pricing. Prices are based on costs and conditions existing on the date of this Quote and may be changed by Bayer before final acceptance. The pricing for products provided pursuant to this Quote may reflect or be subject to discounts, rebates, or other price reduction programs. Please be advised that you are obligated to: a) fully and accurately disclose the amount of any such discounts, rebates, or other price reductions in your cost reports or claims for reimbursement to Medicare, Medicaid, or health care programs requiring such disclosure and b) provide such documentation to representatives of the Secretary of the Department of Health and Human Services and state agencies upon request. Unless noted otherwise, the value of any product listed as $0.00 on this Quote may constitute a discount that you should evaluate when filing such reports. You may request additional information from Bayer in order to meet your reporting or disclosure obligations, by writing to the address set forth in this Quote. All payments are due net thirty (30) days on the total invoiced amount. For all new customers Bayer requires a thirty percent (30%) pre-payment for all capital equipment orders, unless otherwise agreed to by Bayer. Bayer must approve any payment terms other than net thirty (30) days.

4. Shipping. All shipping dates are tentative. Bayer will make every reasonable effort to meet shipping dates referenced in this Quote. However, Bayer will not be liable for its failure to meet any such date.

5. Installation. The cost of installation is not included in the product price and is your responsibility unless otherwise stated. For details on equipment installation, you should consult with your Bayer Sales Representative or refer to your Products Manual, which is included with your equipment.

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

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

6. License. If the Products include embedded software, or if you are purchasing software, Bayer grants to you a non-exclusive license to use such software provided by Bayer, solely in connection with, or to operate, the Products. Use of the software for any other purpose is strictly prohibited. This license is effective on the date you begin using the Products and software and will continue in effect unless you return the Products or software or if the license is terminated because

Please reference the quote number on your PO and fax to 412-406-0952

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

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

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

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

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

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

a) Malfunction or damage due to spillage of any type of fluid in or on the unit.

b) Malfunction due to operator error, including failing to follow specified provisions of the Operations Manual.

c) Malfunction or damage due to unauthorized modification or repair. Unauthorized actions may jeopardize functionality, reliability, or operator and patient safety. Therefore any claim caused by unauthorized modification or repair shall not be covered by this warranty and Bayer is relieved from any further obligation. Bayer must review and authorize all modifications and repairs. This service may be obtained by contacting the Bayer Service Department.

d) Malfunction or damage due to the use of non-Bayer or non-approved accessories. The use of accessories in connection with the equipment may jeopardize functionality, reliability or operator and patient safety. Therefore any claim caused by the use of non-Bayer or non-approved accessories (such as non-Bayer disposables or in the case of any PET/CT product, the use of vials or vial shields that are not approved by Bayer) shall not be covered by this warranty and Bayer is relieved from any further obligation.

e) Damage by fire, floods, or other disaster commonly known as "Acts of God".

f) If the Products include any Counterpoise system, any system malfunction, damage or failures due to improper installation or not meeting Bayer's specific requirements for level and plumb and/or loading as specified in the Bayer manuals.

g) If the Products include any Counterpoise system, any ceiling or wall support structure used to mount or support an Injector Head Counterpoise System is excluded from Bayer's warranty. Bayer does not in any way warrant such structure.

8. Warranty Exclusions. EXCEPT AS PROVIDED IN THE ABOVE WARRANTY SECTION, BAYER EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BAYER IS AWARE OF YOUR INTENDED USE OF THE PRODUCT), AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL BAYER BE LIABLE FOR ANY LOST PROFITS

OR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR OPERATION OF BAYER's PRODUCT OR SERVICE. Some states do not allow the exclusions on limitation of incidental or consequential damages, so the above limitations may not apply. This Limited Warranty gives you specific legal rights and you may also have other rights.

9. Software Warranty. If the Products include embedded software or if you are purchasing software, Bayer warrants that the software will substantially conform to the functional specifications contained in the Operations Manual for one year following delivery. This warranty shall not apply if you use the software in a manner that is not authorized or not in accordance with the user instructions or if you modify the Products or the software or if a party other than Bayer provides service to the Products or software. Bayer does not warrant that the software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect its performance. Your sole and exclusive remedy for any damages or loss in any way connected with the software whether due to Bayer's negligence or breach of any other duty shall be, at Bayer's option: i) to bring the performance of the software into substantial compliance with the functional specifications or ii) return of an appropriate portion of any payment by you with respect to the portion of the software that is not functioning.

10. Indemnification. Bayer agrees to indemnify, defend and hold you harmless from any liability, loss, expense, cost, claim or judgment (including attorneys fees), arising out of any claim for property damage, or personal injury or death where the product is alleged to have caused or contributed to the damage, injury or death, provided that this indemnification does not extend to injuries, damages or death to the extent caused by the negligence, reckless disregard or intentional acts of you or any third party.

11. Force Majeure. Bayer will not be responsible for delays or non-performance directly or indirectly caused by any acts of God, fire, explosion, flood, war, accident, action by governmental authority, inability to procure supplies and raw materials, delays in transportation, work stoppage, court order, and other causes beyond Bayer's reasonable control.

12. Compliance With Laws/Export. In addition to any rights and remedies specifically identified here in this Quote, Bayer shall have all rights and remedies conferred by law. Bayer shall not be required to perform its obligations under this Quote if you have defaulted (e.g. failed to pay) under this Quote or any other contract involving Bayer. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America. You warrant that you are and will remain in compliance with all export and re-export requirements, laws and regulations of the United States of America and any other applicable export and re-export laws and regulations.

13. HIPAA. Bayer represents that it is not a Business Associate as defined in the Health Insurance Portability and Accountability Act ("HIPAA").The functions Bayer is required to perform hereunder do not require the use or disclosure of Protected Health Information ("PHI"). To the extent any disclosure of PHI does occur, it is incidental and covered under the incidental disclosure rule found in 45 CFR 164.502(a)(1). In addition, to the extent any such incidental disclosure does occur, Bayer agrees to keep all such information confidential.

Please reference the quote number on your PO and fax to 412-406-0952

Bayer HealthCare

Please reference the quote number on your PO and fax to 412-406-0952

PHILIPS HEALTHCARE
A division of Philips Electronics North America Corporation
22100 Bothell Everett Highway
P.O. Box 3003
Bothell, Washington 98041-3003

PHILIPS

Quotation #: 1-1EOC8A6	**Rev:** 6	**Effective From:** 25-Feb-16	**To:** 01-Jul-16

Presented To:

CAROLINAS MEDICAL CENTER NE
920 CHURCH ST N
CONCORD, NC 28025-2927

Tel:

Alternate Address:

Presented By:

Brett Kimball
Account Manager
Tel:
Fax:

Amy Morrow
Regional Manager
Tel: (828) 553-3118
Fax:

Date Printed: 25-Feb-16

Submit Orders To:
22100 BOTHELL EVERETT HWY
BOTHELL WA 98021
Tel: (888) 564-8643
Fax:(425) 458-0390

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

Quote Solution Summary

Line #	Product	Qty	Price
	100309 Upgrades MR	1	$36,725.00
		Equipment Total:	$36,725.00

Solution Summary Detail

Product	Qty	Each	Monthly	Price
100309 Upgrades MR	1	$36,725.00		$36,725.00

Buying Group: **PREMIER HEALTHCARE ALLIANCE** **Contract #:** **PP-IM-286**

Addt'l Terms: **The specific Premier Contract # referenced above represents the applicable Premier agreement with Philips containing discounts, fees and any specific terms and conditions applying to any Product identified as part of this quoted Solution. Philips Standard Terms and Conditions of Sale attached to the Quote Solution will also apply to the extent they do not expressly conflict with the terms and conditions of the referenced Premier Contract. Single Quoted Solutions containing a Product under the Premier Physiological Monitoring Systems Group Purchasing Agreement shall be governed by that agreement's terms and conditions.**

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Payment Terms: 0% Down, 80% Upon Delivery, 20% Due When the Product is Available for First Patient Use, Net due upon receipt

Quote Summary

100309 Upgrades MR - Serial

Qty	Product
1	989803179251 Ferroguard Patient Screener
1	989803179241 Ferroguard Wall-mounted Entryway System

100309 Upgrades MR - Serial

System Type: Upgrade
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a ninety (90) day product warranty. All other part numbers are third (3rd) party items.
Special Notations: Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.
Additional Terms: The specific Premier Contract # referenced above represents the applicable Premier agreement with Philips containing discounts, fees and any specific terms and conditions applying to any Product identified as part of this quoted Solution.

Line #	Part #	Description	Qty
1	**989803179251	**Ferroguard Patient Screener**	1
		Ferroguard – Patient Screener (includes 1 x Wall Mounted Ferroguard screener pole; Wall-affixed configuration)	
2	**989803179241	**Ferroguard Wall-mounted Entryway System**	1
		Ferroguard Wall-mounted Entryway System (includes 2 x Wall-mounted Ferroguard detector poles; 1 x Power Supply Unit,110-240VAC;Suitable for installation with inward opening MRI-room doorway; Includes customer training and support)	

100309 Upgrades MR - Serial

LIST PRICE	$56,500.00
DISCOUNT	$19,775.00
	$0.00
NET PRICE	$36,725.00

Buying Group: PREMIER HEALTHCARE ALLIANCE Contract #: PP-IM-286

Addt'l Terms: The specific Premier Contract # referenced above represents the applicable Premier agreement with Philips containing discounts, fees and any specific terms and conditions applying to any Product identified as part of this quoted Solution. Philips

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is:_____.

If you do not issue formal purchase orders indicate by initialing here_____.

Tax Status:

Taxable_____ Tax Exempt_____

If Exempt, please indicate the Exemption Certification Number:_____, and attach a copy of the certificate.

Delivery/Installation Address:

_____

_____

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

Philips Standard Terms and Conditions of Sale

The products and services listed in the quotation are offered by Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") only under the terms and conditions described below.

1. Price; Taxes.
The purchase price stated in the quotation does not include applicable sales, excise, use, or other taxes in effect or later levied. Customer shall provide Philips with an appropriate exemption certificate reasonably in advance of the date the product is available for delivery, otherwise, Philips shall invoice Customer for those taxes, and Customer shall pay those taxes in accordance with the terms of the invoice.

2. Cancellation.
Philips' cancellation policies are set forth in the applicable schedule attached to these Terms and Conditions of Sale.

3. Payment Terms.
3.1 Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will immediately pay such invoice based on the date of invoice for each product in accordance with the payment terms set forth in the applicable schedule attached to these Terms and Conditions of Sale:
3.2 Orders are subject to Philips' on-going credit review and approval.
3.3 Philips may make partial or early shipments and Customer will immediately pay such invoice based on the date of invoice for each product in accordance with the payment terms set forth in the quotation.
3.4 Customer shall pay interest on any amount not paid when due at the annual rate of 12% or at the maximum rate permitted by applicable law, whichever is lower. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of the quotation following a Customer default or product cancellation under an order arising from the quotation, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.
3.5 Credit Card. Philips, at its discretion, will accept a credit card for payment on orders with a net value of $50,000 or less.

4. Trade - In.
If Customer will be trading-in any equipment ("Trade-In"), then:
4.1 Customer represents and warrants that Customer has good and marketable title to such Trade-In;
4.2 Title to the Trade-In shall pass from Customer to Philips upon Philips making the new equipment available for first patient use. Removal of the Trade-In from Customer's site shall occur no later than the date Philips makes the new product available for first patient use, unless otherwise agreed in writing between Philips and the Customer;
4.3 Notwithstanding anything to the contrary in any Business Associate Addendum ("BAA"), Customer represents and warrants that Customer has removed or de-identified all Protected Health Information ("PHI") from the Trade-In equipment as of the date the equipment is removed. To the extent Customer has not done so, Customer agrees to reimburse Philips for any out-of-pocket costs Philips incurs to remove or de-identify PHI from the Trade-In.
4.4 Customer will ensure that the Trade-In is clean and sanitized and that all potentially infected materials and biological fluids are removed prior to its de-installation and removal.
4.5 If (a) the condition of the Trade-In is not substantially the same when Philips removes the Trade-In (ordinary wear and tear excepted) as it was when Philips quoted the Trade-In value; or (b) Customer delays the removal of the Trade-In, then Philips may reduce the price quoted for such Trade-In or cancel the Trade-In and Customer will pay the adjustment amount within thirty (30) days of receipt of invoice.
4.6 If Philips does not receive timely possession of the Trade-In, Philips will, at its option, either charge Customer the amount of the Trade-in allowance and cancel the trade-in, re-value the trade-in allowance accordingly, and/or charge Customer a rental fee of 10% of the trade-in allowance per month or partial month until the trade-in is available for removal. Customer will pay any invoiced allowance adjustment or rental within thirty (30) days from the invoice date.
4.7 Evidence that Customer intends to trade in an asset as part of the purchase or lease of any product(s) shall be in the form of, but not limited to: (a) receiving a trade in quote and/or authorization from Philips on the value of the asset to be traded in; (b) providing Philips with serial numbers of assets to be traded in; and/or, (c) providing Philips with a de-installation date to remove an existing asset in order to install Philips quoted equipment.

5. Leases. If Customer desires to convert the purchase of any product to a lease, Customer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Philips not later than ninety (90) days prior to the date of the availability for delivery of major components of the product. The Customer is responsible for converting the transaction to a lease, and is required to secure the leasing company's approval of all of these Terms and Conditions of Sale. No product will be delivered to the Customer until Philips has received copies of the fully executed lease documents and has approved the same.

6. Security Interest. By signing this quotation or issuing a purchase order for the products described, Customer hereby grants to Philips a purchase money security interest in the products until all payments have been made. Customer shall sign any financing statements or other documents necessary to perfect Philips' security interests in the products. Where permitted by applicable law, Customer's signature on the quotation or on a purchase order issued as a result of the quotation gives Philips the right to sign on Customer's behalf and file any financing statement or other documents to perfect Philips' security interest in the product.

7. Shipment and Risk of Loss.
7.1 Delivery terms are stated in the applicable schedule attached to these Terms and Conditions of Sale.
7.2 Expect as otherwise stated in the applicable product schedule, title to any product (excluding software), and risk of loss or damage shall pass to the Customer F.O.B. destination. Customer shall obtain and pay for insurance covering such risks at destination.

8. Site Preparation and Installation.
8.1 **Site Access**. Customer shall provide Philips full and free access to the installation site and a suitable safe space for the storage of the products before installation. Customer shall ensure, at no charge to Philips, that there are no obstacles preventing Philips from

moving the product from the entrance of the Customer's premises to the installation site.

8.2 **Site Preparation and Installation**.

(a) Customer Responsibility. Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, installation of safety switch or breaker, and restoration work. The products will be installed during normal working hours. Except where Philips has agreed in writing to provide construction services for a fee pursuant to a construction agreement and scope of work signed by Customer, Customer shall be responsible, at its expense, for the preparation of the installation site where the product will be installed including any required structural alterations. Customer shall provide any and all plumbing, carpentry work, conduit, wiring including communications and/or computer wiring, network equipment, power supply, surge suppression and power conditioning (except to the extent they are expressly included in the quotation), fire protection and environmental controls, ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the product. Site preparation shall be in compliance with all safety, electrical, and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of Customer. Customer, at its expense, shall obtain all permits and licenses required by federal, state, or local authorities in connection with the installation and operation of the product, including any certificate of need and zoning variances.

(b) Customer shall advise Philips of site conditions at or near the location where equipment is installed five (5) days prior to the mutually agreed upon delivery date. The update shall include but not limited to the following: (i) Hazardous Materials. Asbestos and other hazardous materials, that could adversely affect the installation or pose a health or safety risk to Philips' personnel, and shall ensure that those conditions are corrected and hazardous materials removed, and that the site is fully prepared and available to Philips before installation work begins. Customer represents and warrants that an asbestos survey of the facility has been performed to determine the presence, location, quantity and condition of asbestos containing materials (ACM) or presumed asbestos containing materials (PACM) at the facility; and the facility and/or work area does not contain any ACM or PACM or the facility and/or work area contains ACM or PACM, such material has been encapsulated or enclosed and the work will not disturb any such materials. (ii) Construction. All construction work in technical and operator room(s) is finished including but not limited to the responsibilities identified in 8.2 (a).

(c) Delays. If site preparation is not on schedule five (5) days prior to the mutually agreed upon delivery date, Philips and Customer will conduct an evaluation of the site and establish a revised installation schedule. In the event that installation is delayed by Customer within five (5) days prior to the mutually agreed upon delivery date or after the start of installation, Customer will be responsible for: (i) storage and fees for the preservation and life support of the equipment to ensure high quality and long life of system(s); and, (ii) Costs associated with rescheduling and coordination for all resources and third party providers, including travel costs for split delivery and installation directly related to the delay in installation. If during installation Philips discovers hazardous materials (i.e. asbestos, etc.) all installation activities will stop and Customer will remove and dispose of the hazardous materials. Once the issue giving rise to the delay has been rectified and the site meets the criteria set forth in this Section 8, Philips and Customer will conduct an evaluation of the site and establish a new installation schedule.

(d) Philips Responsibility. Unless additional professional services are purchased separately (including turnkey) and/or professional services are set forth in a statement of work or project implementation plan under the agreement for the product purchased hereunder, Philips role upon delivery will solely be to unpack the product, construct applicable pads (if required for certain products), connect the product to a safety switch or breaker to be installed by the Customer, and calibrate and test the product.

8.3 PHILIPS MAKES NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE SITE IN WHICH THE PRODUCT IS TO BE INSTALLED OR USED. CUSTOMER INDEMNIFIES PHILIPS AGAINST ANY CLAIMS, INCLUDING SUBROGATION CLAIMS, ARISING FROM CUSTOMER'S SITE PREPARATION RESPONSIBILITIES.

8.4 Local Labor. If local labor conditions, including but not limited to a requirement to utilize union labor, require the use of non-Philips employees to participate in the installation of the product, then such participation of non-Philips employees shall be at Customer's expense. In such case, Philips will provide engineering supervision during the installation.

8.5 Remote Services Network ("RSN"). Customer will (a) provide Philips with a secure location at Customer's premises to store one Philips remote services network router and provide full and free access to this router, (or a Customer-owned router acceptable to Philips) for connection to the equipment and to Customer's network; or (c) provide Philips with outbound internet access over SSL; at all time during the warranty period provide full and free access to the for Philips' use in remote servicing of the product, remote assistance to personnel that operate the products, updating the products software, transmitting automated status notifications from the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips products and services and aggregation into services). Customer's failure to provide such access will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or RSN access is provided. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the products.

9. Product Warranty.

9.1 (a) If a separate product warranty prints as part of this quotation, that product warranty applies to your purchase and is incorporated herein; otherwise Section 9.2-9.7 shall apply unless the product is identified under 9.1 (b). (b) For Patient Care and Monitoring Solutions Portfolio (PCMS), Emergency Care & Resuscitation Portfolio, (ECR) and Medical Supplies Portfolio (MS) Products, the product warranty document can be found at: http://www.usa.philips.com/healthcare/about/, or can be provided upon request.

9.2 **Hardware/Systems**. Philips warrants to Customer that the Philips equipment (including its operating software) will perform in substantial compliance with its performance specifications, in the documentation accompanying the products, for a period of 12 months beginning upon availability for first patient use.

9.3 **Stand-alone Licensed Software**. For a period of ninety (90) days from the date Philips makes Stand-alone Licensed Software available for first patient use, such Stand-alone Licensed Software shall substantially conform to the technical user manual that ships with the Stand-alone Licensed Software. "Stand-alone Licensed Software" means sales of Licensed Software without a contemporaneous purchase of a server for the Licensed Software. If Philips is not the installer of the Stand-alone Licensed Software, the foregoing warranty period shall commence upon shipment.

9.4 If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies Customer that the major components of the product are available for delivery, the warranty period begins on the thirty-first (31st) day following that date.

9.5 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer, upon Customer's request. Any refund will be paid, to the Customer when the product is returned to Philips. Warranty service outside of normal working hours (i.e. 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips'

observed holidays), will be subject to payment by Customer at Philips' standard service rates.

9.6 This warranty is subject to the following conditions: the product: (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips); (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third party products furnished to Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described herein and in the applicable product-specific warranty document are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.

9.7 THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

10. **Philips Proprietary Service Materials**.

Any Philips maintenance or service software and documentation provided with the product and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the products or to assist Philips and its authorized agents to maintain and to service the products under warranty or a separate support agreement with Customer. Customer agrees to restrict access to such software and documentation to Philips' employees and those of Philips' authorized agents only and to permit Philips to remove its Proprietary Service Materials upon request.

11. **Patent Infringement Claims**.

11.1 Philips shall indemnify, defend, and hold harmless Customer against any new claim that a Philips Product provided in the quotation infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim, (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim, and (c) gives Philips sole control of the defense or settlement of the claim.

11.2 The provisions of this section shall not apply if the product is sold or transferred.

11.3 If (a) Philips Product is found or believed by Philips to infringe such a claim; or, (b) Customer has been enjoined from using the Philips Product pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option; (i) procure the right for Customer to use the product; (ii) replace or modify the product to avoid infringement; or, (iii) refund to Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the product by Customer or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with any other product; if infringement would have been avoided by the use of a current unaltered release of the products; or use of the Philips Product after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement. Philips will not be liable for any claim where the damages sought are based directly or indirectly upon the quantity or value of products manufactured by means of the products purchased under this quotation, or based upon the amount of use of the product regardless of whether such claim alleges the product or its use infringes or contributes to the infringement of such claim. The terms in this section state Philips' entire obligation and liability for claims of infringement, and Customer's sole remedy in the event of a claim of infringement.

12. **Limitation of Liability**.

THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABITLITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE. THIS LIMITATION SHALL NOT APPLY TO: (a) THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIP'S NEGLIGENCE OR PROVEN PRODUCT DEFECT.; (b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY DAMAGE; (c) OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PHI; and, (d) FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS UNATHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

13. **DISCLAIMER**.

IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

14. **Confidentiality**.

Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, employees, and/or its patients, and the quotation

and its terms, including the pricing terms under which Customer has agreed to purchase the products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The obligation to maintain the confidentiality of such information shall not extend to information that (a) is or becomes generally available to the public without violation of this Agreement or any other obligation of confidentiality or (b) is lawfully obtained by the receiving Party from a third party without any breach of confidentiality or violation of law.

15. **Compliance with Laws & Privacy**.

15.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation including applicable provincial and federal privacy laws.

15.2 In the course of providing project implementation related services and/or warranty services to Customer, hereunder, it may be necessary for Philips to have access to, view and/or download computer files from the products that might contain Personal Data. "Personal Data" means information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (i.e., images, heart monitor data, and medical record number) and non-health information (i.e., date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its project implementation related service, warranty service and/or warranty obligations hereunder. Customer hereby agrees that it has, or will have prior to activation of the Philips' remote access to Customer's IT network, authority under applicable law, its other legal obligations and Customer policies to provide Philips with permission to process Personal Data in the manner described in this Section. If Customer cannot provide such permission, it will notify Philips and Philips will work with Customer in good faith to determine whether and how to deliver the Services.

16. **Excluded Provider**.

As of the date of the sale of this product, Philips represents and warrants that Philips, its employees and subcontractors, are not debarred, excluded, suspended or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors providing services hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer may terminate this order by express written notice for products and services not yet shipped or rendered prior to a date of exclusion.

17. **(Omnibus Reconciliation Act (OMNI) Social Security (PL96-499, Public Law))**

Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and it's implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing services or products pursuant to this Agreement, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of this Agreement through a subcontract with a value or cost of ten-thousand U.S. dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from to time to this Agreement. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

18. **General Terms**.

The following additional terms shall be applicable to the purchase of a product:

18.1 **Force Majeure**. Each party shall be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.

18.2 **Bankruptcy**. If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Philips shall remain in effect.

18.3 **Assignment**. Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of Philips, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect.

18.4 **Export Controls**. Customer shall assume sole responsibility for obtaining any required export authorizations in connection with Customer's export of the products from the country of delivery.

18.5 **Governing Law**. All transactions contemplated by the quotation shall be governed by the laws of the province where the equipment will be installed, without regard to that province's choice of law principles. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, ITS SUCCESSSORS' AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.

18.6 **Entire Agreement**. These Terms and Conditions of Sale, the terms and conditions set forth in the quotation and the applicable Philips' product-specific warranty constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation. The pricing in the quotation is based upon the terms and conditions in the quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by the quotation.

18.7 **Headings**. The headings in the quotation are intended for convenience only and shall not be used to interpret the quotation.

18.8 **Severability**. If any provision of the quotation is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and

enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.

18.9 **Notices**. Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth in the quotation.

18.10 **Performance**. The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of the quotation. 18.11 Obligations. Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. Customer will not exercise any right of offset in connection with the terms and conditions in the quotation or in connection with any other agreement, contract, or account with Philips. 18.12 Additional Terms. The Product specific schedules listed below are incorporated herein as they apply to the equipment listed on the quotation and their additional terms shall apply solely to Customer's purchase of the products specified therein. If any terms set forth in a schedule conflict with terms set forth in these Terms and Conditions of Sale, the terms set forth in the schedule shall govern. (a) Schedule 1: Imaging Systems Portfolio (IS).

LICENSED SOFTWARE

1. License Grant.

1.1 Subject to any usage limitations for the Licensed Software set forth on the product description of the quotation, Philips grants to Customer a nonexclusive and non-transferable right and license to use the computer software package ("Licensed Software") in accordance with the terms of the quotation. The License shall continue for as long as Customer continues to own the product, except that Philips may terminate the License if Customer is in breach or default. Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.

1.2 The License does not include any right to use the Licensed Software for purposes other than the operation of the product. Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Except as otherwise provided under section 1.6, Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.

1.3 The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software.

1.4 Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified on the quotation. Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third party license agreements.

1.5 The Licensed Software shall be used only on the product(s) referenced in the quotation.

1.6 Customer may transfer the Licensed Software in connection with sale of the product to a healthcare provider who accepts all of the terms and conditions of this License; provided that Customer is not in breach or default of this License, the Terms and Conditions of Sale, or any payment obligation to Philips.

2. Modifications.

2.1 If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.

2.2 The Licensed Software is licensed to Customer on the basis that (i) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (ii) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

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Imaging Systems Portfolio (IS)
Schedule 1

Interventional X-Ray (iXR), IntelliSpace Portal (ISP), Digital Radiography (DR), Mobile Radiography (MDR), Radiography and Fluoroscopy (RF), C-Arms (surg), Women's Healthcare (WHC) Mammography Products, Computed Tomography (CT), Magnetic Resonance (MR), Invivo, Positron Emission Tomography (PET/CT), Advanced Molecular Imaging (SPECT & SPECT/CT) and Radiation Oncology (PROS)

1. Payment Terms.
Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will pay such invoice on receipt, as follows:
1.1 For Imaging Systems Portfolio
(a) 10% of the purchase price shall be due with Customer's submission of its purchase order.
(b) 70% of the purchase price shall be due on delivery of the major components of the product. Product installation will not begin until Customer has paid this portion of the purchase price.
(c) 20% of the purchase price shall be due when the product is available for first patient use. Available for first patient use means the product has been installed and substantially meets Philips' published specifications.
1.2 If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies customer that the major components of the product are available for delivery, the unpaid portion of the purchase price shall be due on the thirty-first (31st) day following such date.

2. Cancellation. The quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by Philips. If Customer cancels an order prior to product shipment, Customer shall pay a cancellation charge of fifteen percent (15%) of the net order price. Orders are non-cancellable for products shipped.

3. Delivery.
3.1 Philips will use reasonable efforts to ship the product to the Customer by: (a) by the mutually agreed upon shipment date; or (b) by the date stated in the quotation; or (c) as otherwise agreed in writing. Philips will ship the product according to Philips' standard commercial practices. Philips will deliver the equipment during normal working hours, 8:00 - 5:00 PM, in the time zone where the Customer is located. Philips may make partial shipments. Philips will pay shipping costs associated with product shipment.
3.2 Prior to the shipment of any product, Philips may change the construction or the design of the product without notice to the Customer so long as the function, footprint, and performance of the product are not substantially altered.
3.3 If Customer requests a delay in the date major components of the product are available for delivery, then Philips will place the product in storage and the unpaid portion of the purchase price shall be due. Customer will reimburse Philips for all storage fees, transportation expenses, and related costs incurred upon receipt of invoice.

4. Additional Customer Installation Obligations for Magnetic Resonance.
4.1 Customer shall provide any and all Site preparation and shall be in compliance with all RF or magnetic shielding and acoustical suppression and building codes relevant to the product and its installation and use.
4.2 Customer's contractor or Customer's architect is required to provide detailed information on the proposed Helium Exhaust Pipe for their MRI system prior to installation to ensure safety specifications are being met.
Required Details include:
(a) Architectural drawing or sketch with complete dimensions including lengths, bending radii, bending angles, and pipe diameters for entire Helium Exhaust Pipe run from RF enclosure to discharge location.
(b) Completed Helium Exhaust Pipe Verification Checklist (Provided by Local Philips Project Manager)
(c) Picture showing the area where the Helium Exhaust Pipe will discharge.
4.3 Magnets will not be released for delivery unless and until Helium Exhaust Pipe details are provided for verification and have been confirmed to meet all life safety specifications.
4.4 Preservation and life support for equipment to ensure high quality and long life of systems. Preservation of equipment is required to prevent exposing equipment to the negative effects of a non-climate controlled construction environment, where there is dust or high humidity. Climate control could include costs associated with ensuring a climate controlled environment. Detail activities for preservation include time, materials, and transportation to package and seal, and transport the equipment to a controlled environment to prevent dust from entering the equipment. For MR this includes the consumption of Helium for life support. Costs from preservation, to ensure a high quality system, will be passed to the Customer when the site is not ready due to Customer delays. Additionally, climate control costs during and after installation are also the responsibility of the customer

5. Additional Terms Related to Sales of the IntelliSpace Breast Solution, including the MammoDiagnost VU.
5.1 Installation. Philips will install the IntelliSpace Breast Solution and perform installation tests on the application running with the hardware provided as part of the solution, including the MammoDiagnost VU. Philips also configures and provides interfaces to the equipment and information systems set forth in a statement of work signed by Philips and the Customer. Interfaces set forth in Subsection 5.2 below are Customer's responsibility and are not part of Parts installation deliverables.
5.2 Customer's Interface Obligations for Third Party RIS and MIS Applications. Customer is responsible to develop and implement interfaces from the Licensed Software running on the client workstation to any third party Radiology Information System ("RIS") or Mammography Information System ("MIS") or to contract with the RIS and/or MIS vendor to have them perform these interface obligations on Customer's behalf. Interfacing the solution from the solutions server is not permitted. Philips shall provide Customer an API toolkit for the Licensed Software to aide Customer to perform such interface tasks. The successful and reasonably timely completion of these projects takes good faith efforts on the part of both Philips and Customer, especially when Customer has third party interfaces to develop and implement. A project implementation plan is based on completion dates mutually agreed by the parties that should be reflective of the obligations of both parties. These dates are entered into the project implementation plan for this solution (the "Project Implementation Plan"). In the event Customer has not fulfilled its interface obligations by the dates set forth in the Project Implementation Plan, Customer will sign Philips' acceptance (MDIR) document for the Philips deliverables sold and pay the final payment described in Subsection 1.1(c), provided that Philips has installed the Philips deliverables and provided the interfaces Philips is responsible for pursuant to Subsection 5.1, and that the Philips deliverables substantially meet Philips' published specifications.

5.3 Prior Validation of Operating System Updates and/or Upgrades. Patches introduced by operating system oem's or upgrades to anti-virus software can impact the performance and functionality of the applications that run on them and affect patient safety. Philips shall perform validation testing of certain Microsoft operating systems and McAfee anti-virus software during the warranty period. Philips shall have no obligation to validate any other third party operating system or anti-virus software. Customer shall not install or use (a) operating system patches, updates or upgrades; (b) anti-virus updates (except to the DAT files, i.e., virus definitions); or, (c) upgrades to anti-virus search engines, collectively (a)-(b) prior to validation testing and approval by Philips ("Unauthorized Updates"). Philips shall have no liability, including, without limitation, for warranty claims, arising from use of the Licensed Software with Unauthorized Updates. In the event Philips discovers that Customer is using an Unauthorized Update with the Licensed Software, Philips shall have the right to require Customer to roll back to the most recently validated versions of operating systems and anti-virus, prior to performing any support.
5.4 Customer's Network Connectivity Obligations. Customer must have network connectivity between the IntelliSpace Breast solution server, the client workstation, and the optional DynaCAD server of not less than 1GB/s, and all three systems must be on the same subnet. A connection of no less than 100 MB/s is required between the IntelliSpace Breast solution and the hospital network. However for optimal performance a 1GB/s network between the IntelliSpace Breast and the hospital network is recommended.
5.5 RSN Warranty Condition Requirement. As a condition to receiving warranty service on this solution, Customer agrees it shall use Philips Remote Service Network ("RSN") service to enable Philips to access the system to perform its support obligations.

Attachment D

PROPOSED TOTAL CAPITAL COST OF PROJECT

Project name: CHS NE MRI 3T Replacement

Provider/Company: Carolinas HealthCare System

A.	**Site Costs**		
(1)	Full purchase price of land		N/A
	Acres Price per Acre $		
(2)	Closing costs		N/A
(3)	Site Inspection and Survey		N/A
(4)	Legal fees and subsoil investigation		N/A
(5)	Site Preparation Costs		
	Soil Borings		
	Clearing-Earthwork		
	Fine Grade for Slab		
	Roads-Paving		
	Concrete Sidewalks		
	Water and Sewer		
	Footing Excavation		
	Footing Backfill		
	Termite Treatment		
	Other (Specify)		
	Sub-Total Site Preparation Costs		N/A
(6)	Other (Specify)		N/A
(7)	**Sub-Total Site Costs**		N/A
B.	**Construction Contract**		
(8)	Cost of Materials		
	General Requirements	Included	
	Concrete/Masonary	Included	
	Woods/Doors & Windows/Finishes	Included	
	Thermal & Moisture Protection	Included	
	Equipment/Specialty Items	Included	
	Mechanical/Electrical	Included	
	Other (Specify)	Included	
	Sub-total Cost of Materials		Included
(9)	Cost of Labor		Included
(10)	Other (Specify)		Included
(11)	**Sub-Total Construction Contract**		**$826,855**
C.	**Miscellaneous Project Costs**		
(12)	Building Purchase		N/A
(13)	Fixed Equipment Purchase/Lease		**$2,198,454**
(14)	Movable Equipment Purchase/Lease - Mobile Unit 3.3mo		$286,440
(15)	Furniture		$13,000
(16)	Landscaping		N/A
(17)	Consultant Fees		
	Architect, Int. and Engineering Fees	$95,500	
	Legal Fees	N/A	
	Market Analysis	N/A	
	TAB/DHSR	$12,000	
	Other (Abatement)	N/A	
	Sub-Total Consultant Fees		$107,500
(18)	Financing Costs (e.g., Bond, Loan, etc.)		N/A
(19)	Interest During Construction		N/A
(20)	Other (Security, IS, Contigency)		$123,435
(21)	**Sub-Total Miscellaneous**		**$2,728,829**
(22)	**Total Capital Cost of Project** (Sum A-C above)		**$3,555,684**

PROPOSED TOTAL CAPITAL COST OF PROJECT

Project Name:
Provider/Company:

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

_____ NC 3963_____
(Signature of Licensed Architect or Engineer)

Attachment E

North Carolina Department of Health and Human Services
Division of Facility Services
Certificate of Need Section
2704 Mail Service Center ■ Raleigh, North Carolina 27699-2704
Courier Number 56-20-05

James B. Hunt Jr., Governor
H. David Bruton, M.D., Secretary
Lynda D. McDaniel, Director

Lee Hoffman, Section Chief
Phone: 919-733-6360
Fax: 919-733-8139

March 15, 2000

Carol A. Lovin, Vice President
Strategic Planning
Cabarrus Memorial Hospital
920 Church Street
Concord, NC 28025

RE: Transmittal of CON/Project I.D. #F-5933-98/Cabarrus Memorial Hospital d/b/a Northeast Medical Center/Add a MRI scanner to existing facility/Cabarrus County
FID #943049

Dear Ms. Lovin:

We are happy to transmit your certificate of need for the above referenced project. Enclosed for your information is a flow chart illustrating the steps involved in completing the approved project. At this time, you should contact the Construction Section and the Licensure and Certification Section, regarding their procedures and requirements for the development of this project. The Certificate of Need Section will notify the other Sections that the certificate of need has been issued. However, please note that it is the responsibility of the holder of the certificate of need to contact these Sections concerning the next steps to follow in the development of the approved project.

Please be aware that pursuant to General Statute 131E-181(b), you are required to materially comply with the representations made in your application for a certificate of need, or with any conditions the department placed on the certificate of need. If you operate a service which materially differs from the representations made in your application for a certificate of need, or with any conditions the department placed on the certificate of need, including any increase in per diem reimbursement rates/charges, the department may bring remedial action against the holder of the certificate of need pursuant to General Statutes 131E-189 and 131E-190.

The holder of a certificate of need is obligated to submit progress reports to this Agency as required by 10 NCAC 3R .0316. Progress reports shall be submitted by the applicant in accordance with the timetable on the certificate and are due within 15 days after the scheduled completion date of a milestone. The applicant shall notify the Agency of any subsequent variations from the schedule or the projected capital cost of the project.

During the development of the project, the Agency may request any additional information pertinent to the project, including additional progress reports, to determine: 1) if the timetable specified on the certificate is being met; 2) if the amount of the capital expenditure obligated under the certificate has exceeded or can be expected to exceed the maximum amount under the certificate; 3) if the terms and conditions of the approval are being met; and 4) if the project is progressing as proposed in the application. The first progress report on this project is due July 1, 2000. Forms for the submittal of these reports are enclosed. Failure to submit any scheduled or requested progress report in a timely manner may result in the agency withdrawing the certificate pursuant to G.S.131E-189 (a). If after reviewing the status of the project, the Certificate of Need Section determines that the holder of the certificate is not meeting the timetable and is not making a good faith effort to meet it, the Agency may withdraw the certificate in accordance with G.S. 131E-189.

Moreover, please be advised that this Agency may assess a civil penalty not to exceed $20,000 against any person who violates the terms of a certificate of need which has been issued each time the service is provided is in violation of this provision (G.S. 131E-190(f)). If for some reason, the holder of a certificate of need determines it necessary to request an increase in a per diem charge or reimbursement rate over that which was stated in the application for the certificate of need, then the holder must first contact the Certificate of Need Section to obtain proper instructions for initiating such a request. The request for the increase will be considered by the department pursuant to G.S. 131E-181(b).

Please keep us informed of the progress in the development of this project. Please refer to the Project I.D.# and Facility I.D.# (FID) in all correspondence.

Sincerely,

Samuel H. Robinson, CHE, Project Analyst

Lee B. Hoffman, Chief
Certificate of Need Section

SHR:LBH:ps

Enclosures

cc: Section Chief, Licensure and Certification Section, DFS
Section Chief, Construction Section, DFS
Medical Facilities Planning Section, DFS

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STATE OF NORTH CAROLINA

Department of Health and Human Services
Division of Facility Services

CERTIFICATE OF NEED
for
Project Identification Number F-5933-98
FID #943049

ISSUED TO: **Cabarrus Memorial Hospital**
d/b/a Northeast Medical Center
920 Church Street North
Concord, NC 28025

Pursuant to N.C. Gen. Stat. § 131E-175, et. seq., the North Carolina Department of Health and Human Services hereby authorizes the person or persons named above (the "certificate holder") to develop the certificate of need project identified above. The certificate holder shall develop the project in a manner consistent with the representations in the project application and with the conditions contained herein and shall make good faith efforts to meet the timetable contained herein. The certificate holder shall not exceed the maximum capital expenditure amount specified herein during the development of this project, except as provided by N.C. Gen. Stat. § 131E-176(16)e. The certificate holder shall not transfer or assign this certificate to any other person except as provided in N.C. Gen. Stat. § 131E-189(c). This certificate is valid only for the scope, physical location, and person(s) described herein. The Department may withdraw this certificate pursuant to N.C. Gen. Stat. § 131E-189 for any of the reasons provided in that law.

SCOPE: **Acquire one 1.5 Tesla MRI scanner/Cabarrus County**

CONDITIONS: **None**

PHYSICAL LOCATION: **Cabarrus Memorial Hospital**
d/b/a Northeast Medical Center
920 Church Street North
Concord, NC 28025&

MAXIMUM CAPITAL EXPENDITURE: **$2,325,031**

TIMETABLE: **See Reverse Side**

FIRST PROGRESS REPORT DUE: **July 1, 2000**

This certificate is effective as of the 14th day of March, 2000.

Lee B. Hoffman

Chief, Certificate of Need Section
Division of Facility Services

TIMETABLE

Design

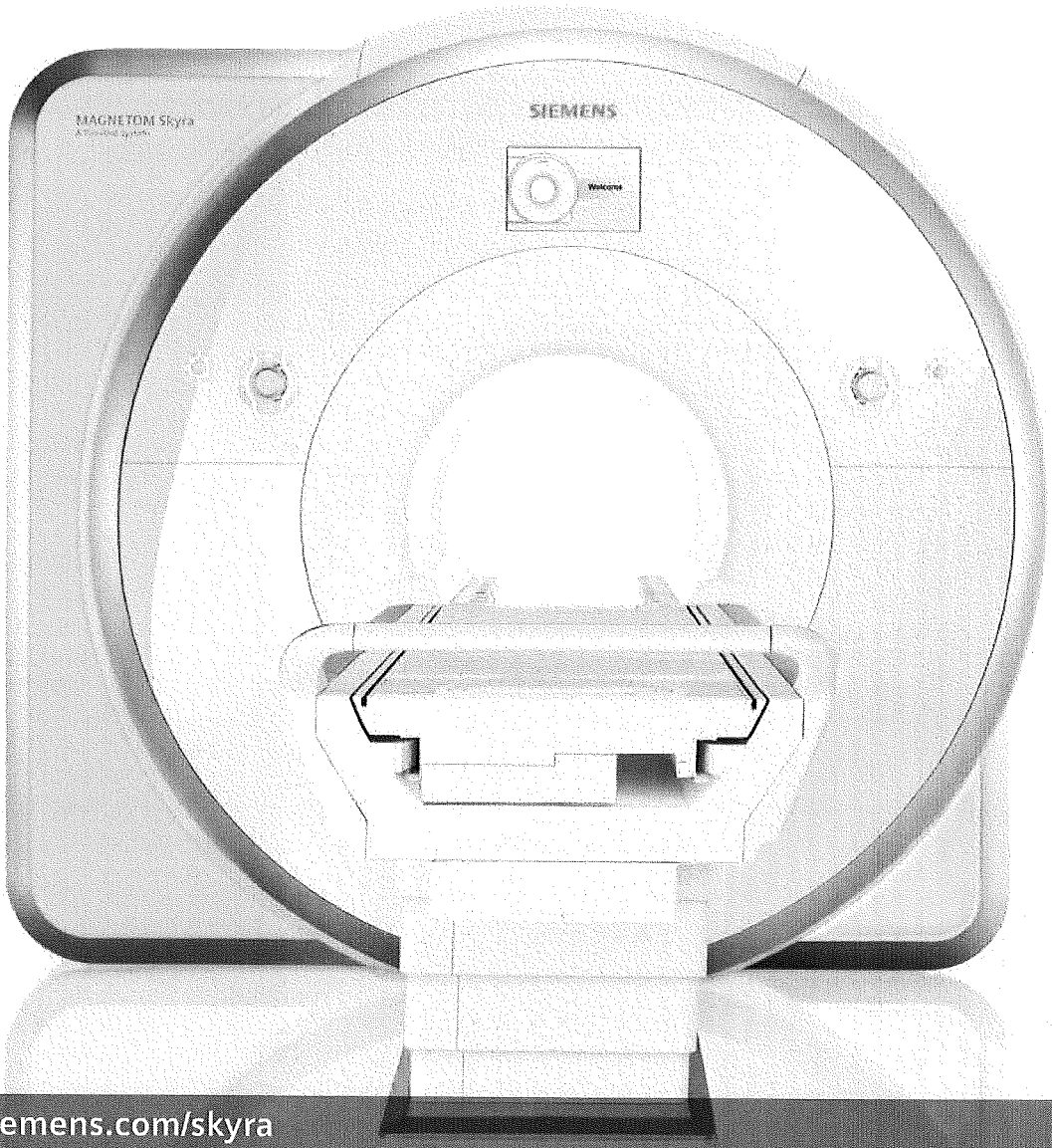
Preliminary drawings	April 15, 2000
Approval of final drawings	May 25, 2000

Construction

Contract award	June 25, 2000
25% completion	July 20, 2000
50% completion	August 15, 2000
75% completion	September 7, 2000
Completion of construction	September 20, 2000
Offering of services	October 1, 2000

Attachment F

SIEMENS

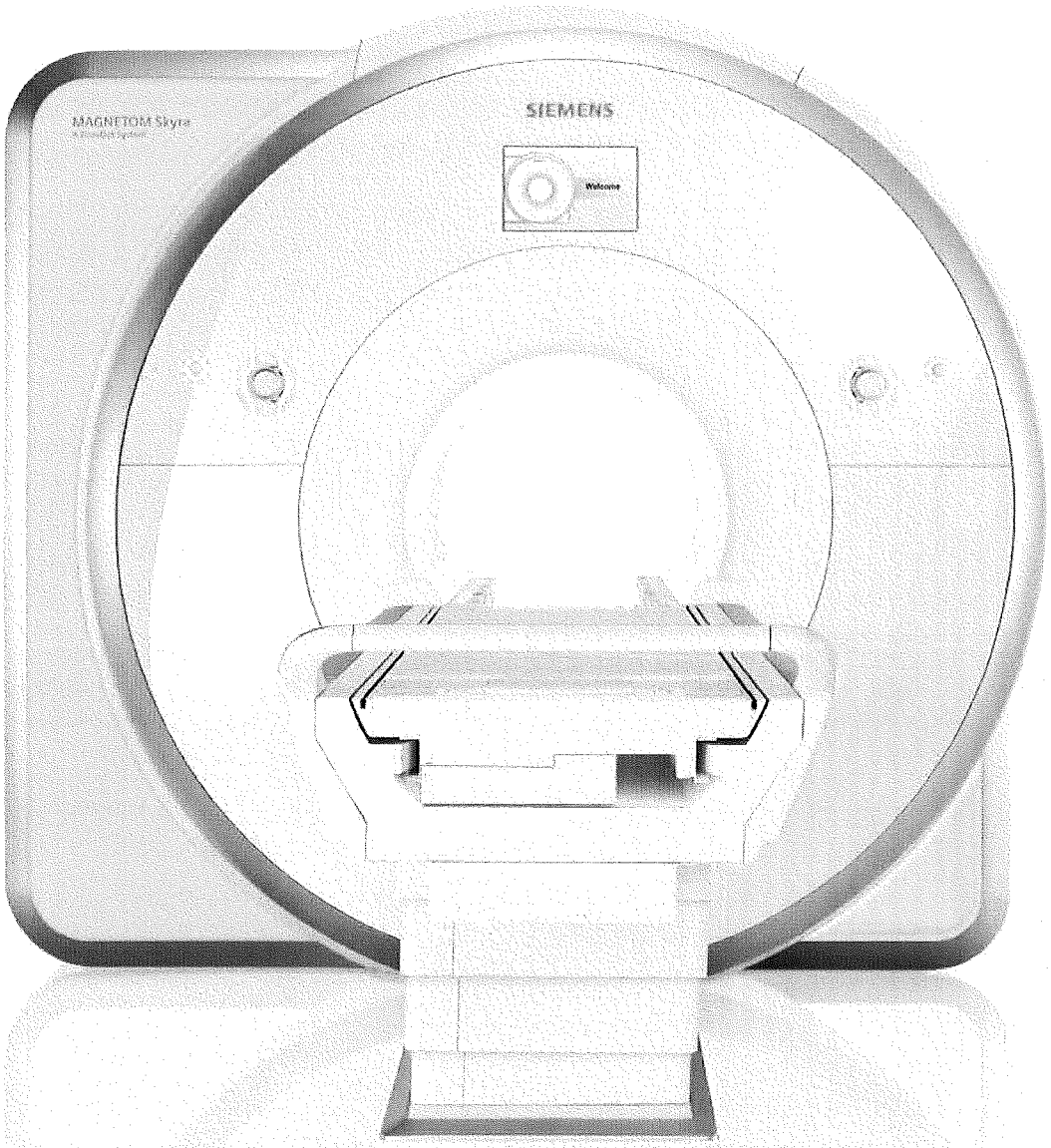


www.siemens.com/skyra

MAGNETOM Skyra

Answers for life.

Uncover what lies behind Siemens' leading MRI technology.



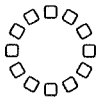
MAGNETOM Skyra
Maximize 3T. Every case. Every day.

Tim Technology

Deliver exceptional image quality and speed in MRI

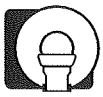
DotGO Workflow

Go for consistent results, efficiently



Trendsetting Applications

Expand your MRI services

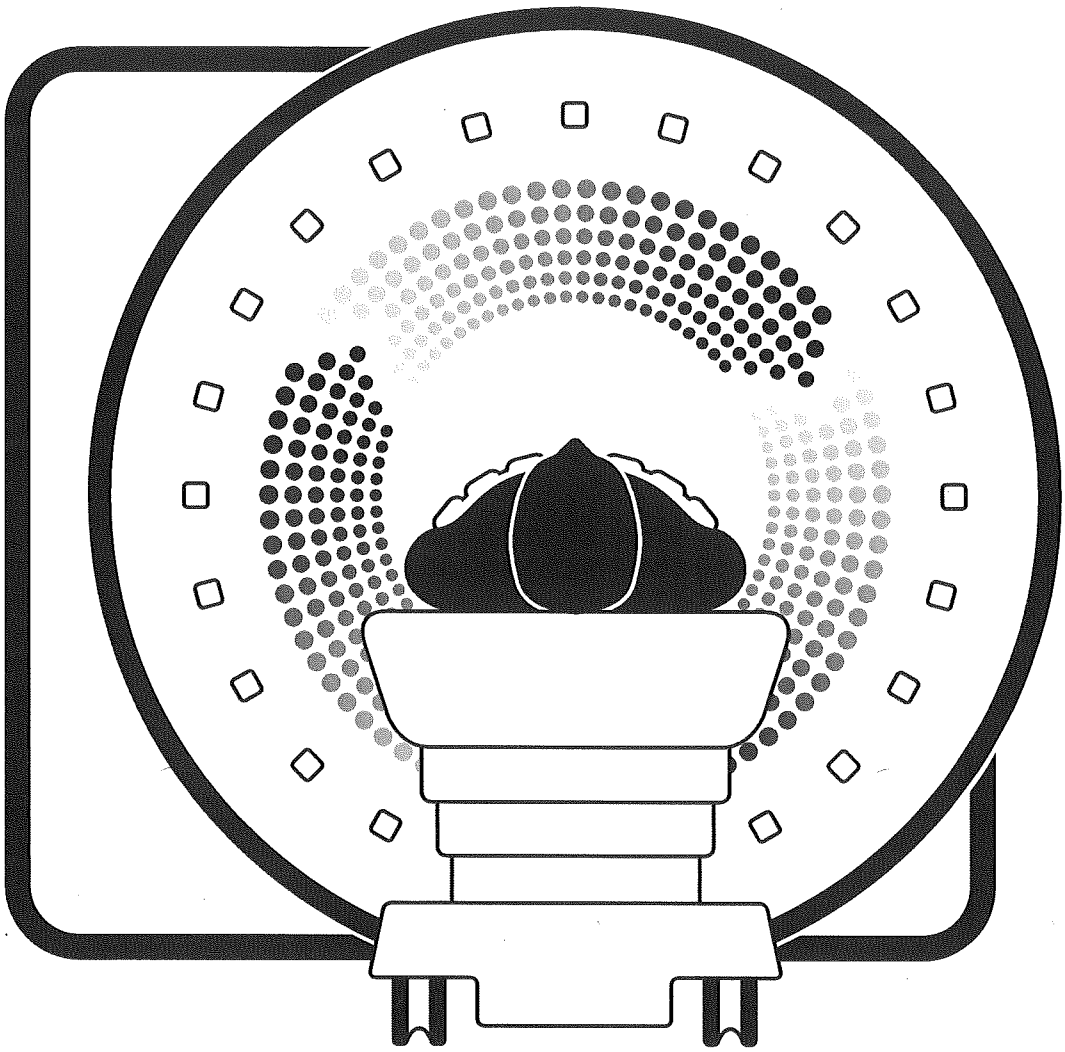


Life Design

Maximize patient friendliness and investment protection

The DNA of Siemens MRI

An intensifying demographic shift, the rise of chronic diseases, patients turning into consumers, the pace of innovation, and a broader access to medical imaging across the globe lead to a constantly growing number of examinations, including MRI. At the same time this development raises central questions for you as healthcare- and us as



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

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

MAGNETOM Skyra
Maximize 3T. Every case. Every day.

Across clinical fields, demand is growing for faster, more accurate, and more patient friendly MRI. 3T technology provides an answer. MAGNETOM Skyra maximizes the potential of 3T, taking MRI to the next level. Leveraging the very latest Siemens innovations, this scanner delivers impeccable image quality – while increasing productivity by up to 50%[1]. So you can not only extend care to greater numbers of patients, you can radically improve your return on investment, too.

Whether used for routine examinations or advanced research, MAGNETOM Skyra will revolutionize the way you work.

Contents

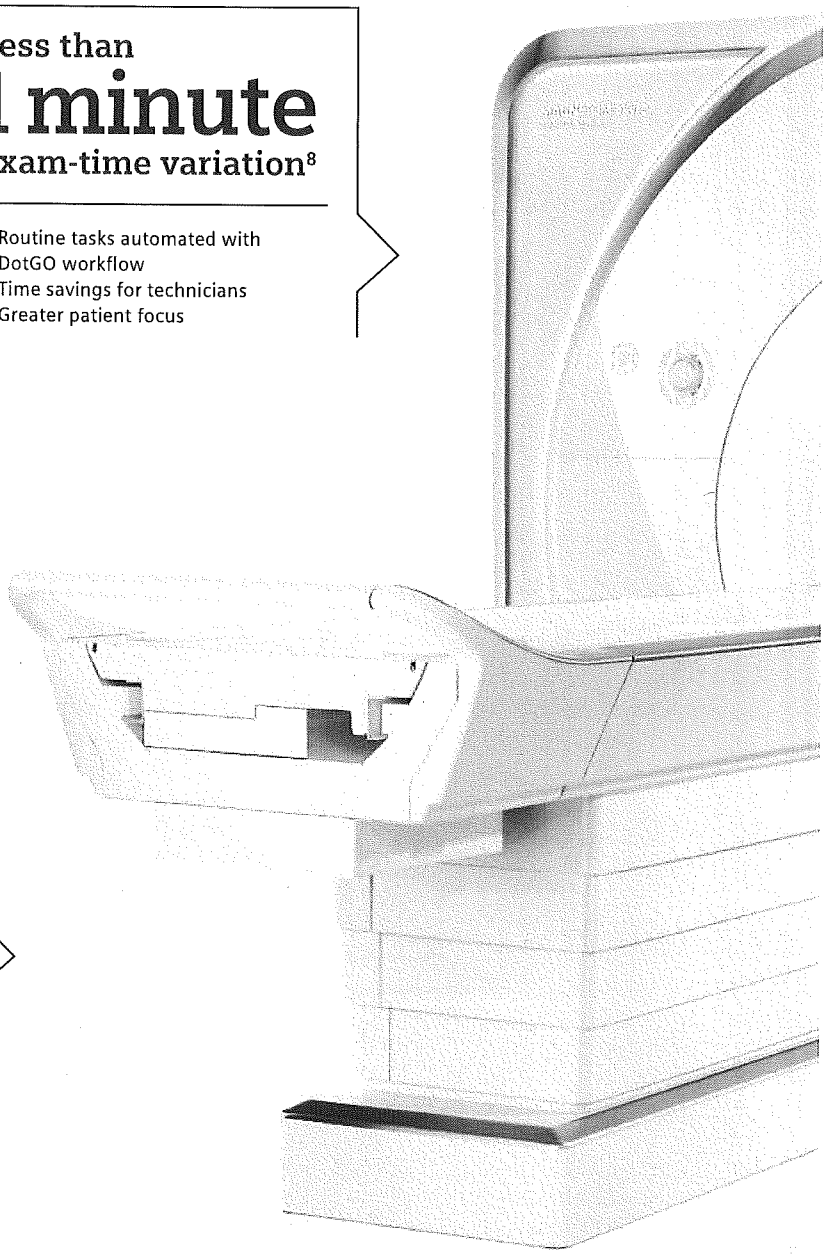
MAGNETOM Skyra at a glance
Maximize 3T. Every case. Every day.

Less than
1 minute
exam-time variation[8]

- Routine tasks automated with DotGO workflow
- Time savings for technicians
- Greater patient focus

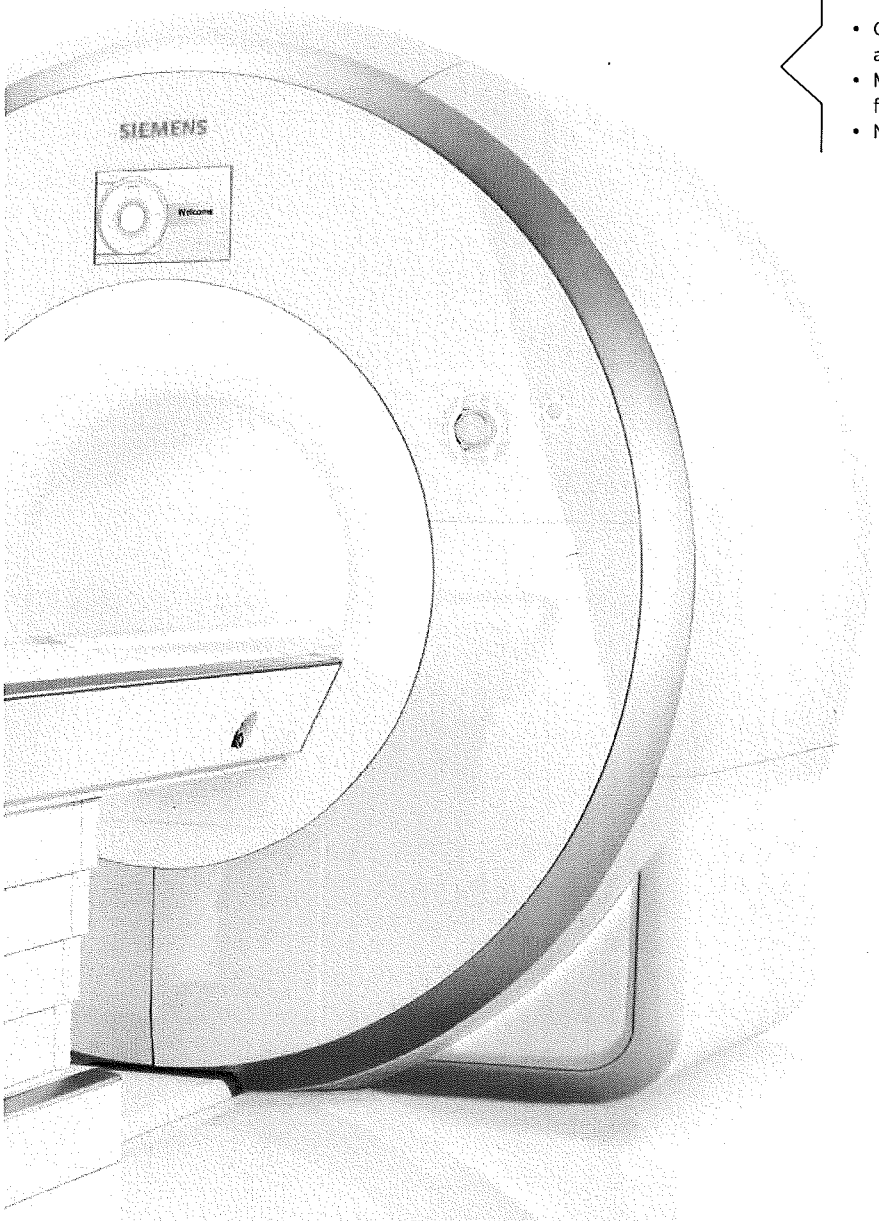
Up to **40%**
faster MRI exams[4]

- Rapid image acquisition with Tim 4G coil technology
- Higher throughput
- Simplified exam set-up



Grow your MRI services with Body MRI

- Free-breathing, contrast-enhanced body imaging
- Always the right contrast in dynamic liver evaluation
- Non-invasive liver evaluation



Up to 97% reduction in sound pressure[2]

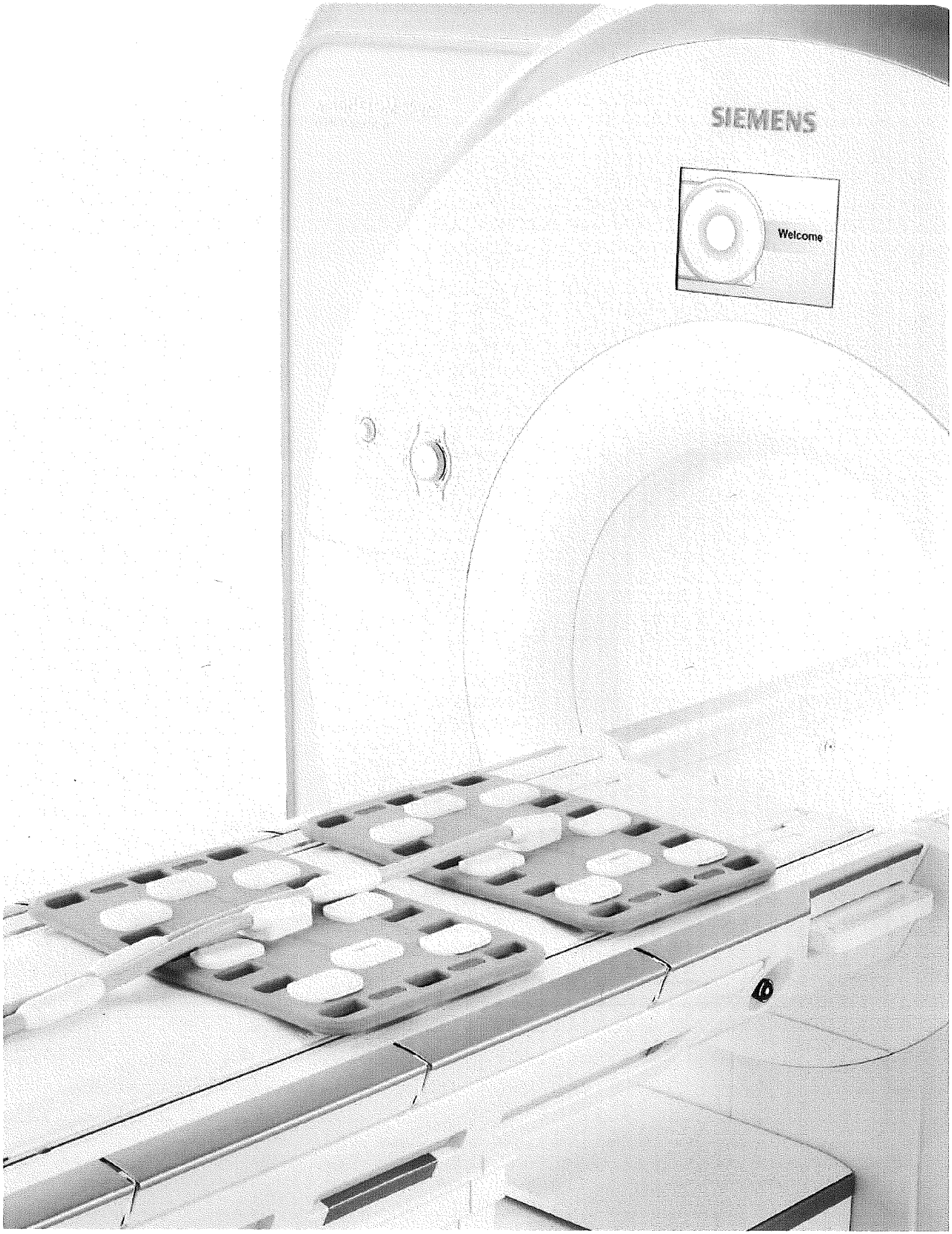
- Complete, quiet neurological and orthopedic examinations
- More patient acceptance, fewer rescans
- No impact on image quality

70cm open bore

- Large variety of patient sizes accommodated
- Maximum patient comfort
- Ideal for anxious patients

Minimized lifecycle costs

- Fast and easy installation
- Low operating costs
- Energy efficient
- Small system footprint, low power, cooling and helium costs


SIEMENS
Welcome

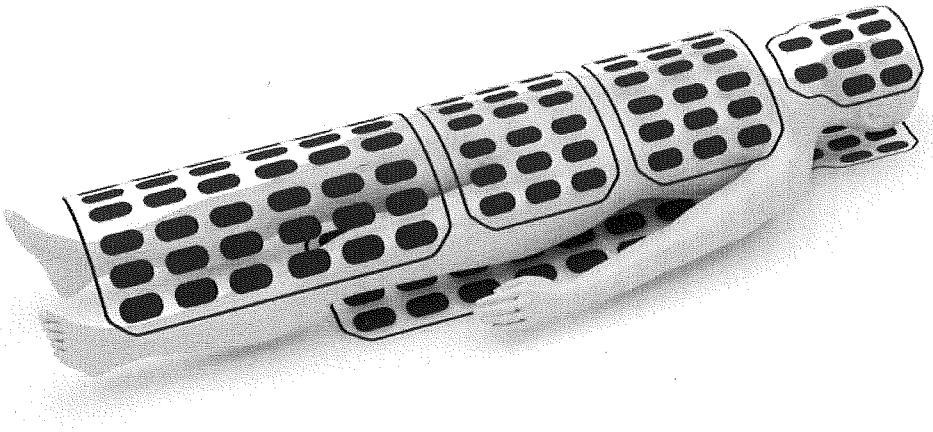
Deliver exceptional quality and speed in 3T MRI

Reducing set-up times, simplifying coil handling, minimizing the need for rescans: all top priorities for radiology teams. And MAGNETOM Skyra delivers on all counts, boosting process efficiency with Tim 4G – the latest generation of Siemens' integrated coil technology. Tim 4G delivers the impeccable image quality and rapid acquisition you expect from a 3T system. For increased accuracy, flexibility and speed.

Deliver exceptional quality and speed in 3T MRI

with Tim 4G coil technology

Up to **44%**
more SNR per exam[2,5]



Up to **40%**
faster MRI exams[4]

Flexibility
With Tim 4G integrated coil technology, MAGNETOM Skyra takes flexibility in MRI to a whole new level. Up to 204 coil elements and up to 128 RF channels enable efficient scanning with no coil or patient repositioning. And there's no need to limit yourself to a particular region of interest: Tim 4G provides support for large anatomical areas and even whole-body coverage.

"TrueForm Design enables the examination of body regions at 3T that were previously limited, for example examinations of the abdomen and the pelvis, as well as whole-body examinations."[6]

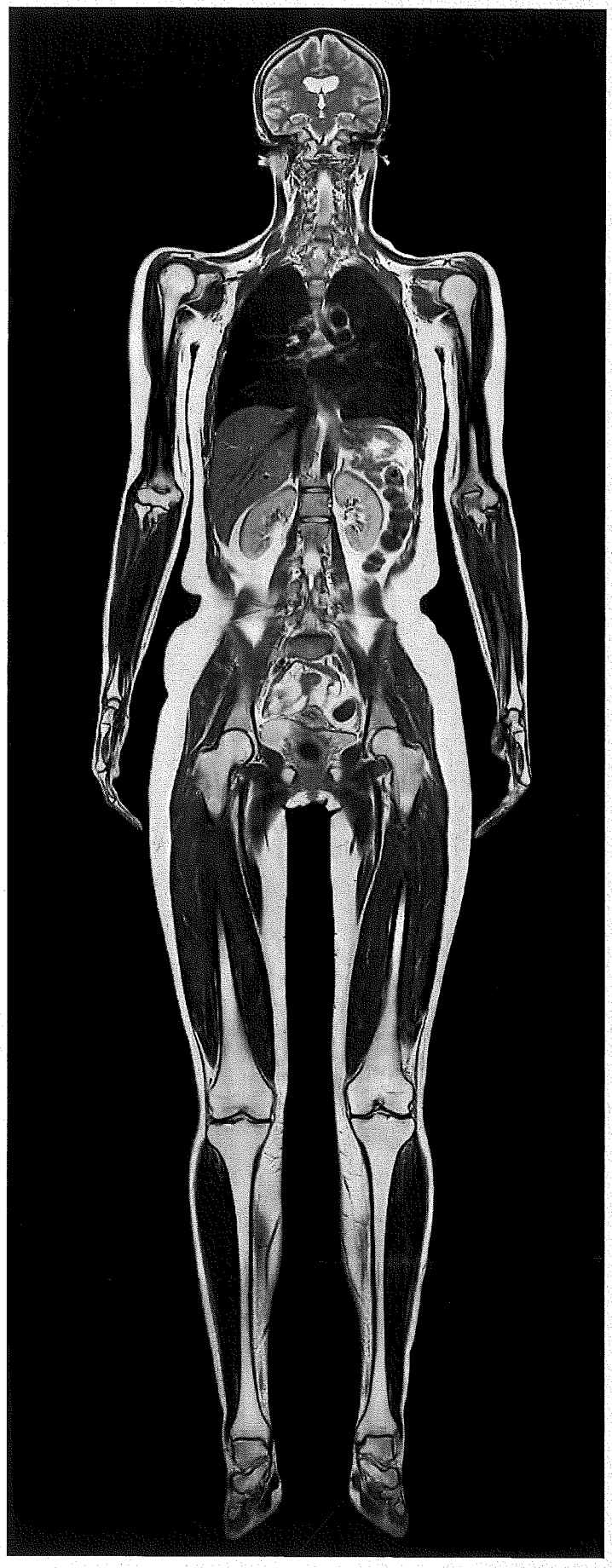
Markus Lentschig, MR and PET/CT Imaging Center
Bremen Mitte, Germany

Up to **204**
coil elements

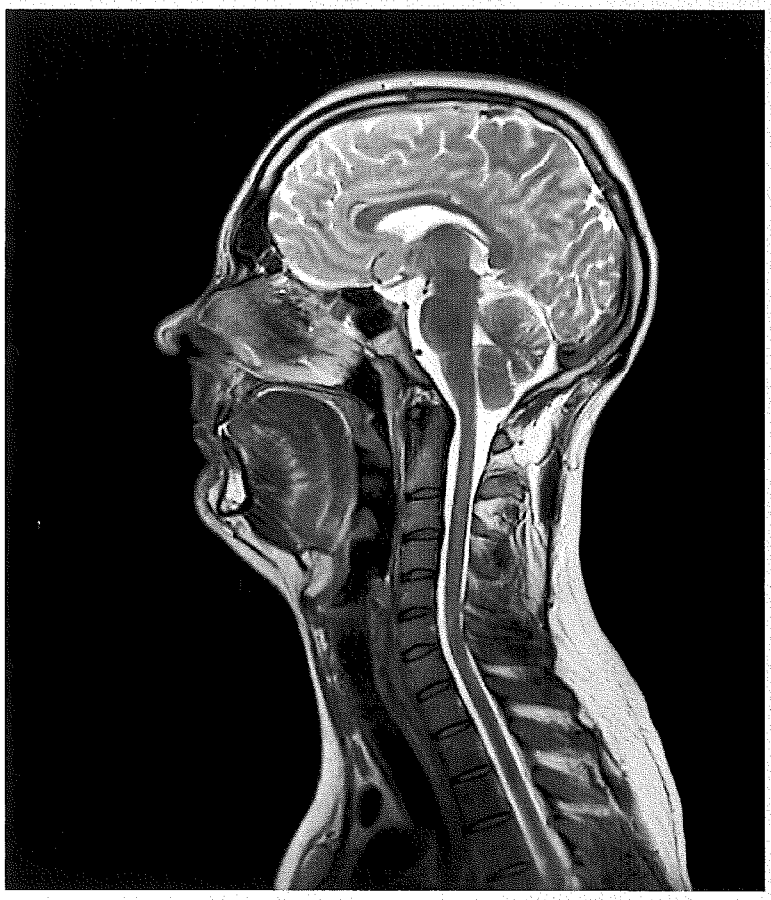
Up to **128**
RF channels

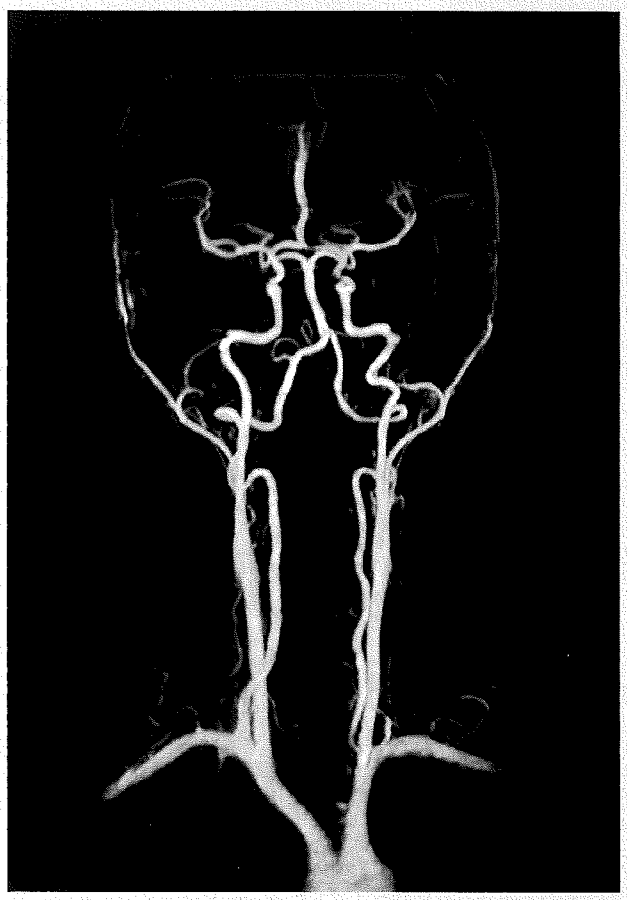
Accuracy
Exceptional signal-to-noise ratio (SNR) paves the way for superior image quality and supports a high level of accuracy in diagnostic exams. In addition, Tim 4G's all digital-in/digital-out Direct RF design enables true signal purity. Coupled with an intelligent workflow, these features help you respond with greater certainty to challenging clinical scenarios.

Speed
Tim 4G's DirectConnect and SlideConnect coils slot into place quickly and easily for faster scan set-up. In addition, the Tim Dockable Table allows you to prepare immobile patients in advance, saving valuable time. And advanced simultaneous parallel acquisition helps you dramatically shorten exams, boosting speed and efficiency in MRI.



WHOLE BODY: Superior-quality imaging from meters to microns. Cover the entire body up to 205 cm, with enough resolution to see small details.

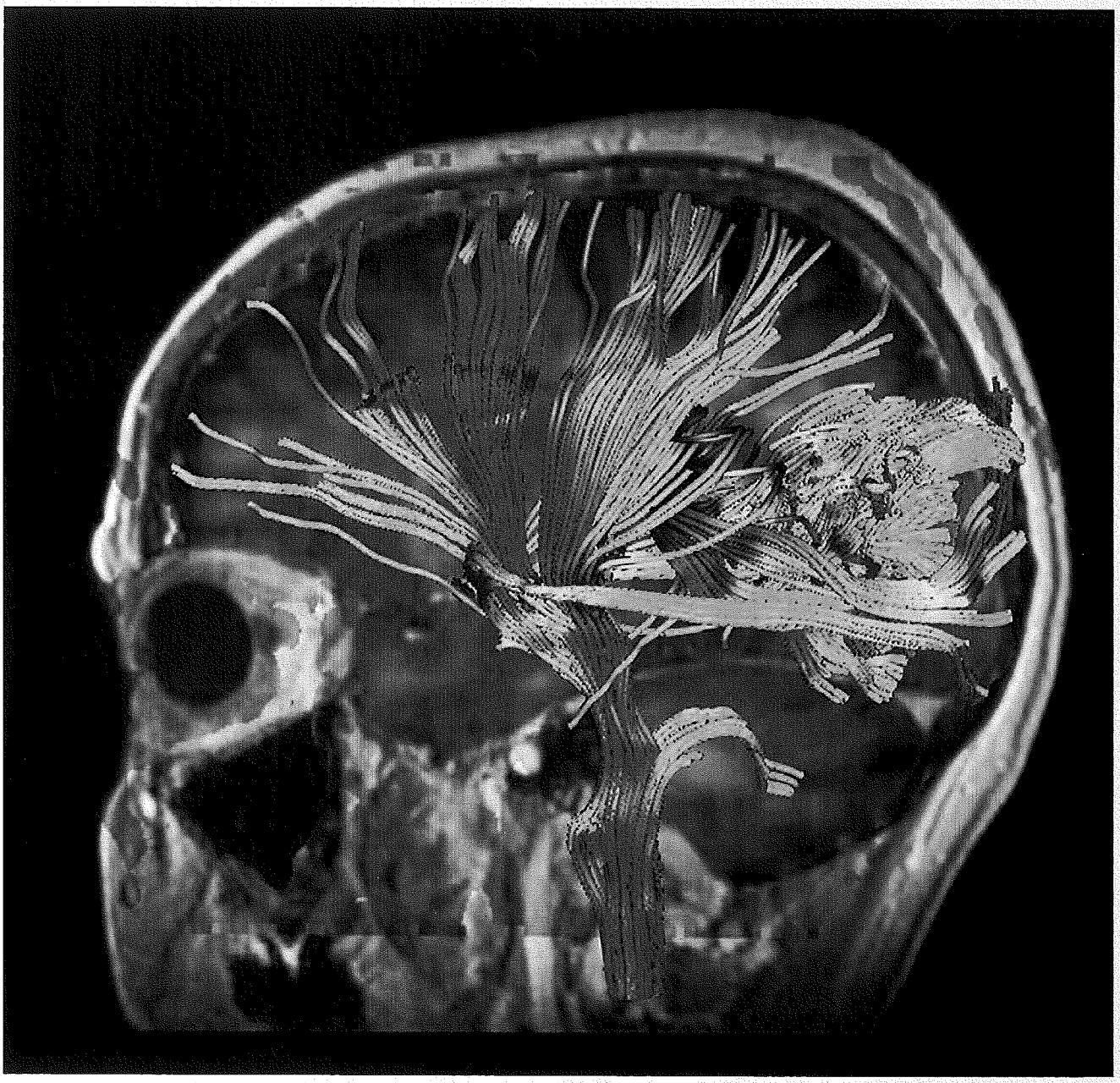




HEAD/NECK: With excellent SNR, the Head/Neck 64 coil reveals previously hard-to-recognize details in the brain, inner ear, orbits, skull base, neck and spinal cord – improving insights in neuroanatomy while improving scan time and resolution.

"The Head/Neck 64 reveals previously hard-to-recognize, but pertinent anatomical and disease-related details for a spectrum of pathologies within the brain, inner ear, orbits, skull base and neck, as well as the cervical spinal cord. This leads to improved insight into neuroanatomy relevant to an extended range of diseases. All this can be achieved, fortunately, at advanced speed and resolution."[6]

Prof. Bernhard Schuknecht, MD
Diagnostic, Vascular and Interventional Neuroradiology
MRI-Medical Radiological Institutes Zurich, Switzerland

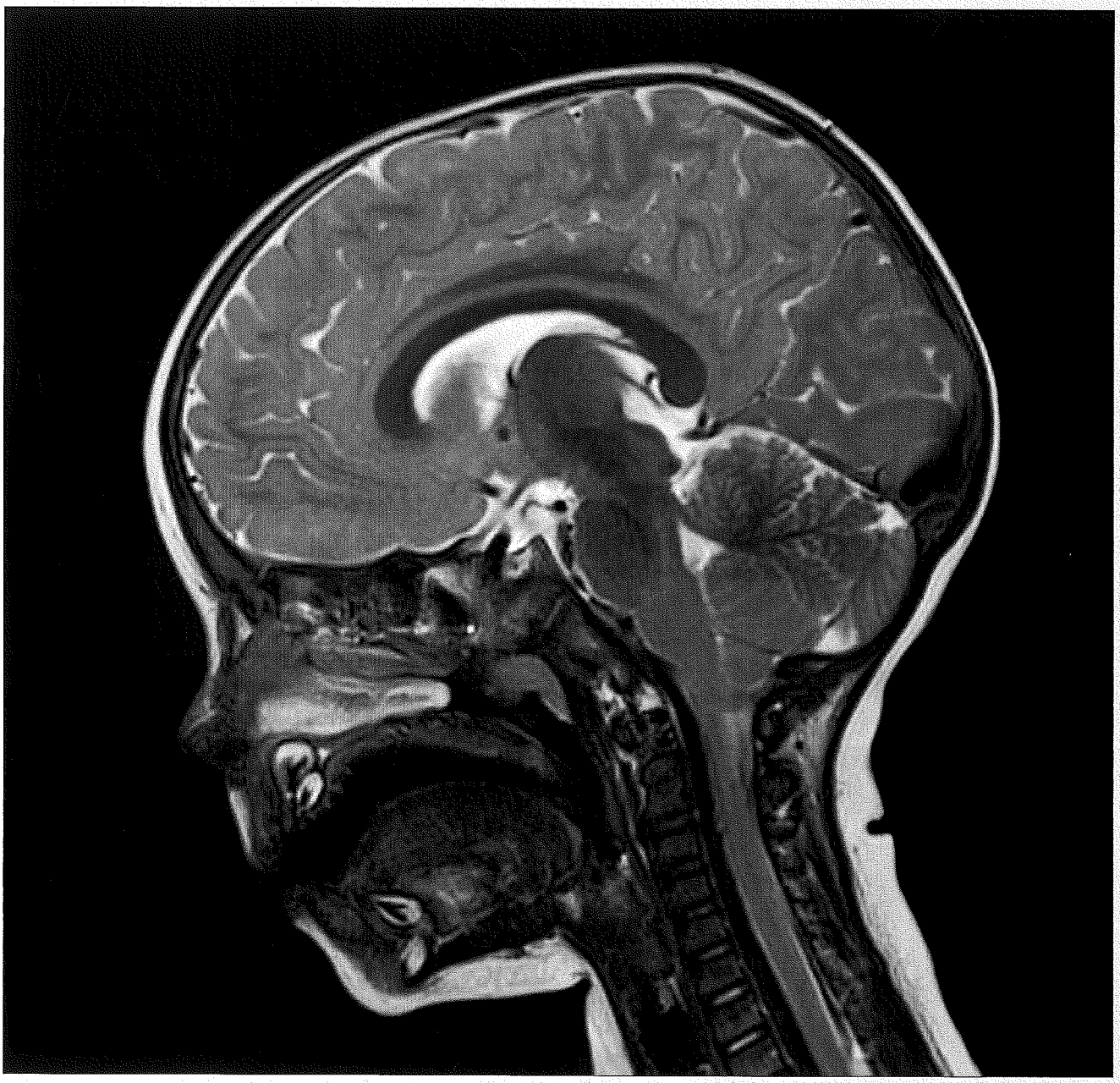


NEUROLOGY: Tim 4G delivers benefits in neuroscience in both research and clinical routine – thanks to increased SNR and a new architecture[5].

MRI-Medical Radiological Institutes, Zurich, Switzerland

Neurology

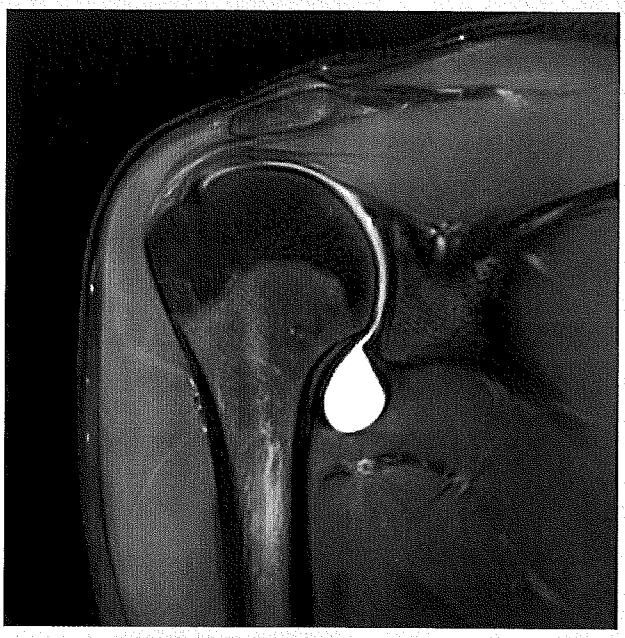
www.siemens.com/neuro-mri

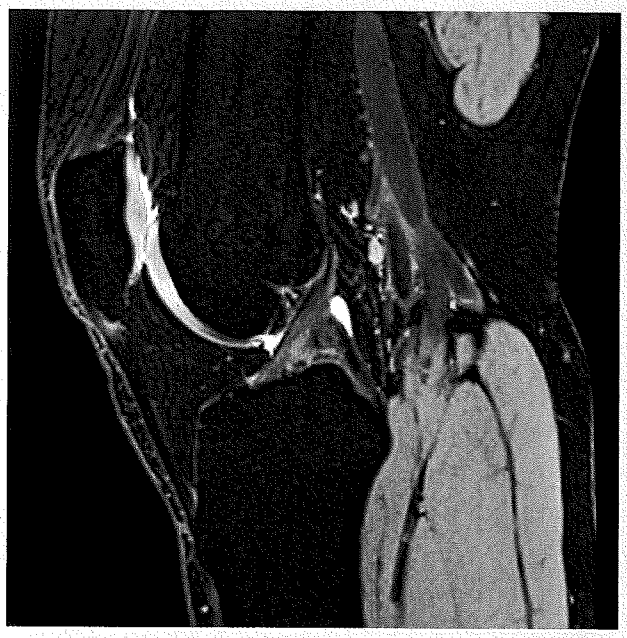


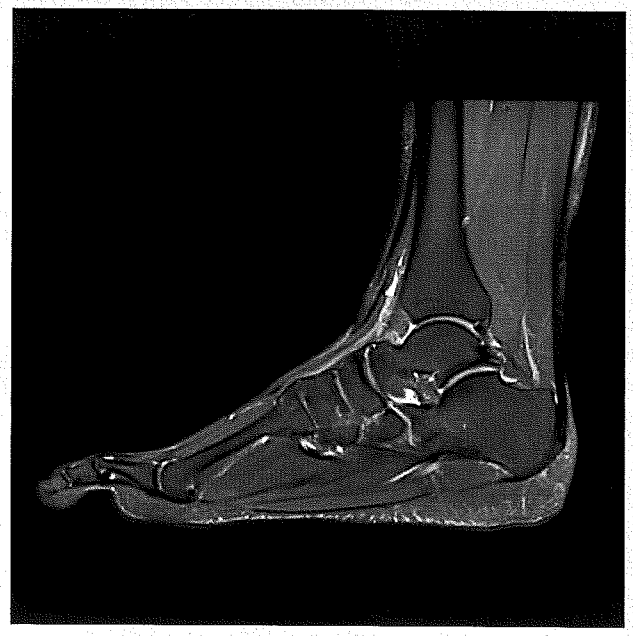
PEDIATRICS: Ultra-high density, light-weight Tim 4G coils enable faster examinations, helping reduce anxiety and rescans in pediatrics.[7]
University Hospital KISPI Beider UKB, Basel, Switzerland

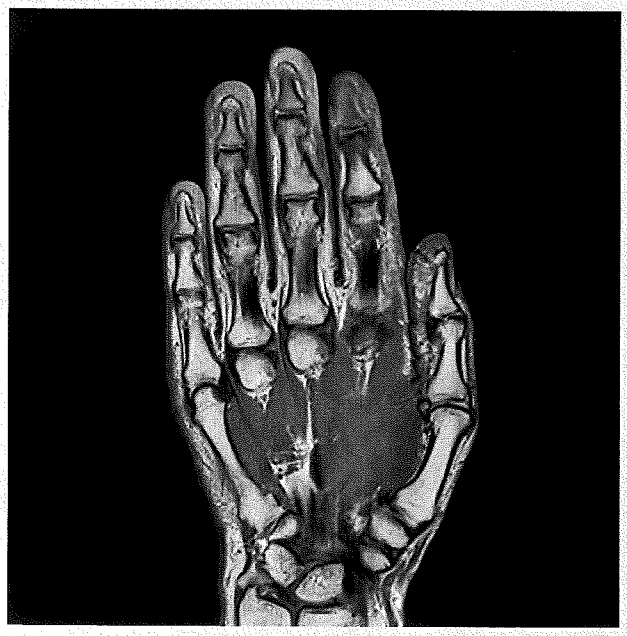
Pediatrics

www.siemens.com/pediatric-mri









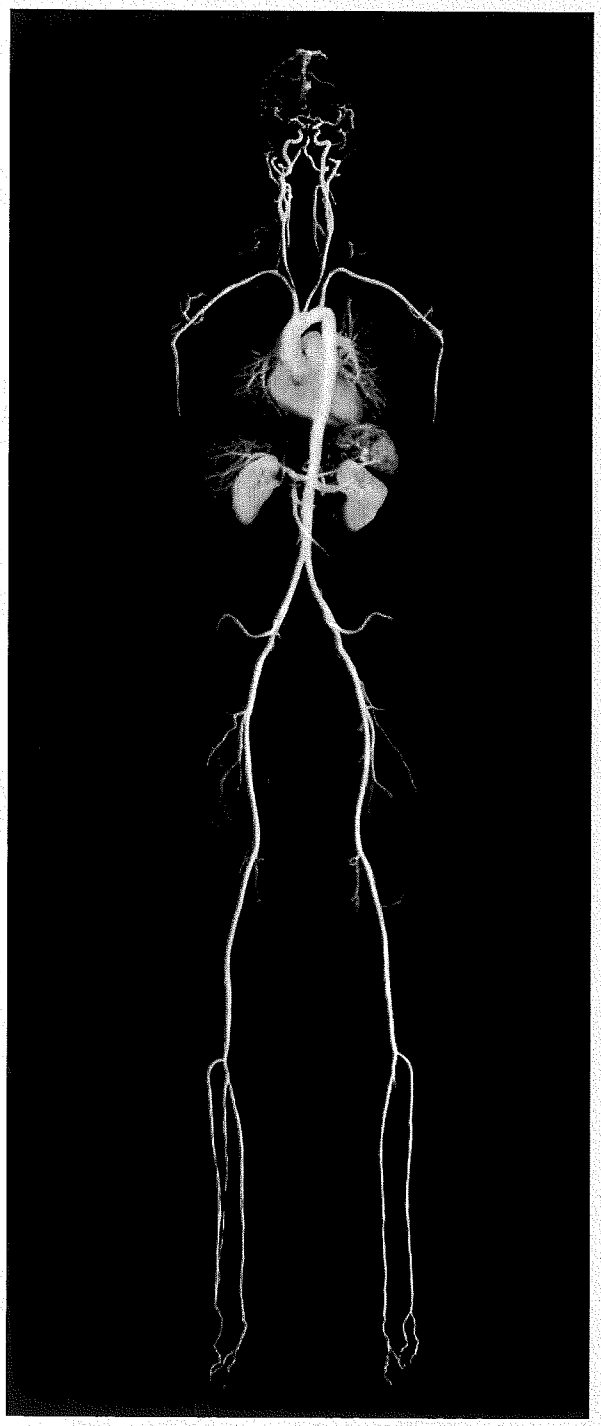
ORTHOPEDICS: Tim 4G's ultra high-density coils for MSK imaging maximize SNR and anatomic coverage.
Top left: Radiologisches Zentrum Muenchen-Pasing, Munich, Germany

Orthopedics

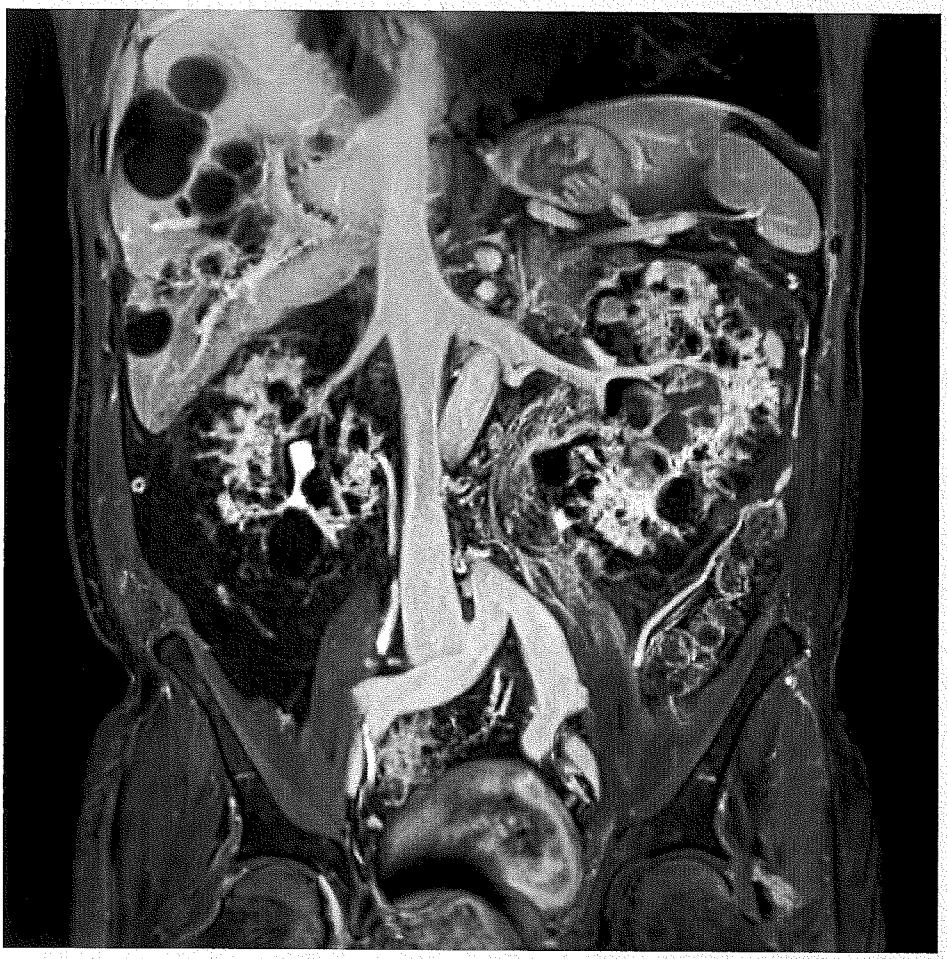
www.siemens.com/msk-mri

"Every day, we experience progress in diagnostics achieved with MAGNETOM Skyra. It's a pleasure to work with this system. MAGNETOM Skyra is robust, efficient and reliable."

Christoph Tillmanns, Cardiologist,
Head of Cardiology, Diagnostikum Berlin, Berlin, Germany



ANGIOGRAPHY: Tim 4G's new ultra high-density coils and 205 cm scan range allow you to perform high-resolution whole-body angiography easily and without repositioning the patient. And, with DotGO's on-board guidance, you can move through the scan with ease.
Imaging Science Institute Charité, Berlin, Germany

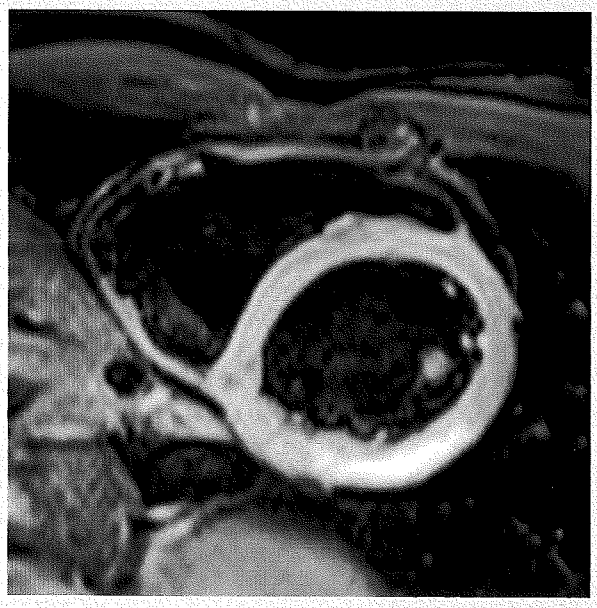


BODY: Tim 4G offers high-channel body imaging thanks to the combination of the ultra-high density body and spine coils. Moreover, our Trendsetting Applications help you expand your service lines in MRI.

University Hospital IKRN, Mannheim, Germany

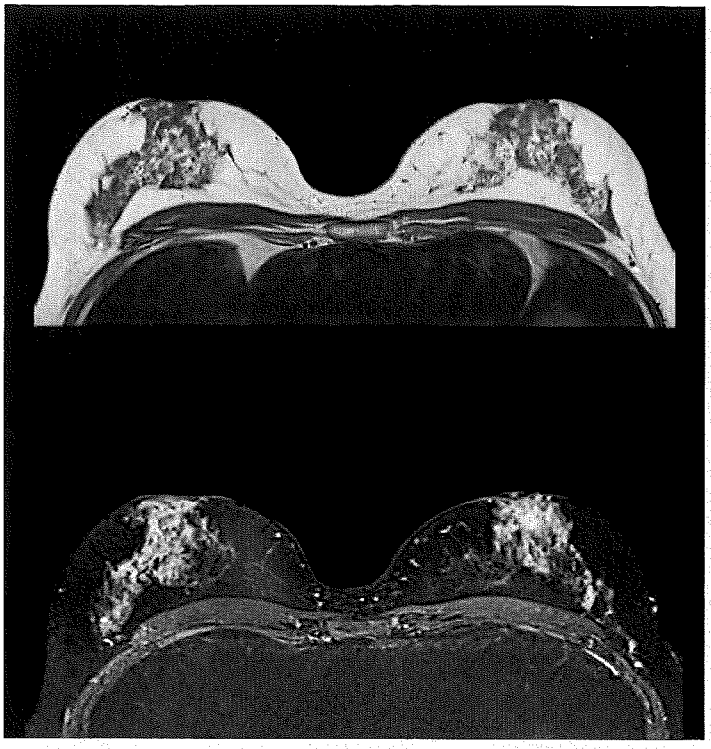
Cardiology

www.siemens.com/CMR



CARDIOLOGY: Cardiac examinations benefit from high SNR and increased parallel imaging factors in any direction to achieve ultra-fast acquisition times, from morphology to function and to viability.

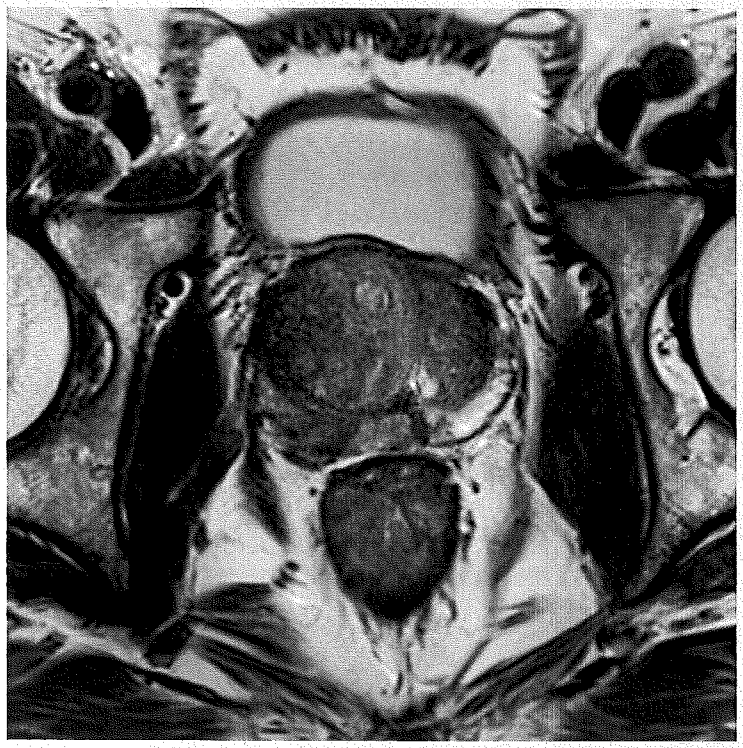
Diagnostikum Berlin, Berlin, Germany



BREAST MRI: From clinical imaging to biopsy guidance, MAGNETOM Skyra and Tim 4G offer a wide selection of breast coils and outstanding image quality.

Breast MRI

www.siemens.com/breast-mri



PROSTATE MRI: With the high-density spine and body coils alone or in combination with an endorectal coil, Tim 4G delivers excellent flexibility in multiparametric imaging of the prostate in terms of morphology, physiology and function.

St. Andrews Hospital, Adelaide, Australia

Prostate MRI

www.siemens.com/prostate-mri


MAGNETOM Skyra

Go for consistent results, efficiently

Patients, referrers, radiologists – they all have a unique set of needs. Balancing their requirements, while ensuring high-quality results and keeping to schedule, is no easy task. MAGNETOM Skyra helps you master these challenges. Integrated DotGO workflow allows you to manage and create tailored protocols and strategies. Dot Cockpit provides you with a comprehensive overview of all processes. And preconfigured Dot Engines save valuable time for standard procedures. For true flexibility, consistency and efficiency in MRI.

Go for consistent results, efficiently

with DotGO workflow

Less than
1 minute
exam-time variation[8]

88%
of MRI exams covered by Dot engines[9]

80% better usability in MRI exam configuration[3]

Flexibility
With one central user interface to configure any protocol and flexibly create your exam strategies, DotGO empowers you to define a higher standard of care and service for more patients and referrers. And it lets you adjust strategies on-the-fly to accommodate a multitude of clinical requirements, individual patient needs and changing scenarios.

"The key feature of the new DotGO is the ability to quickly see your entire protocol on one page, as opposed to having to drill down multiple levels to see what your protocols actually are. It gives us a great overview of the protocol. You know exactly what's in there at any given time just by glancing at it."[6]

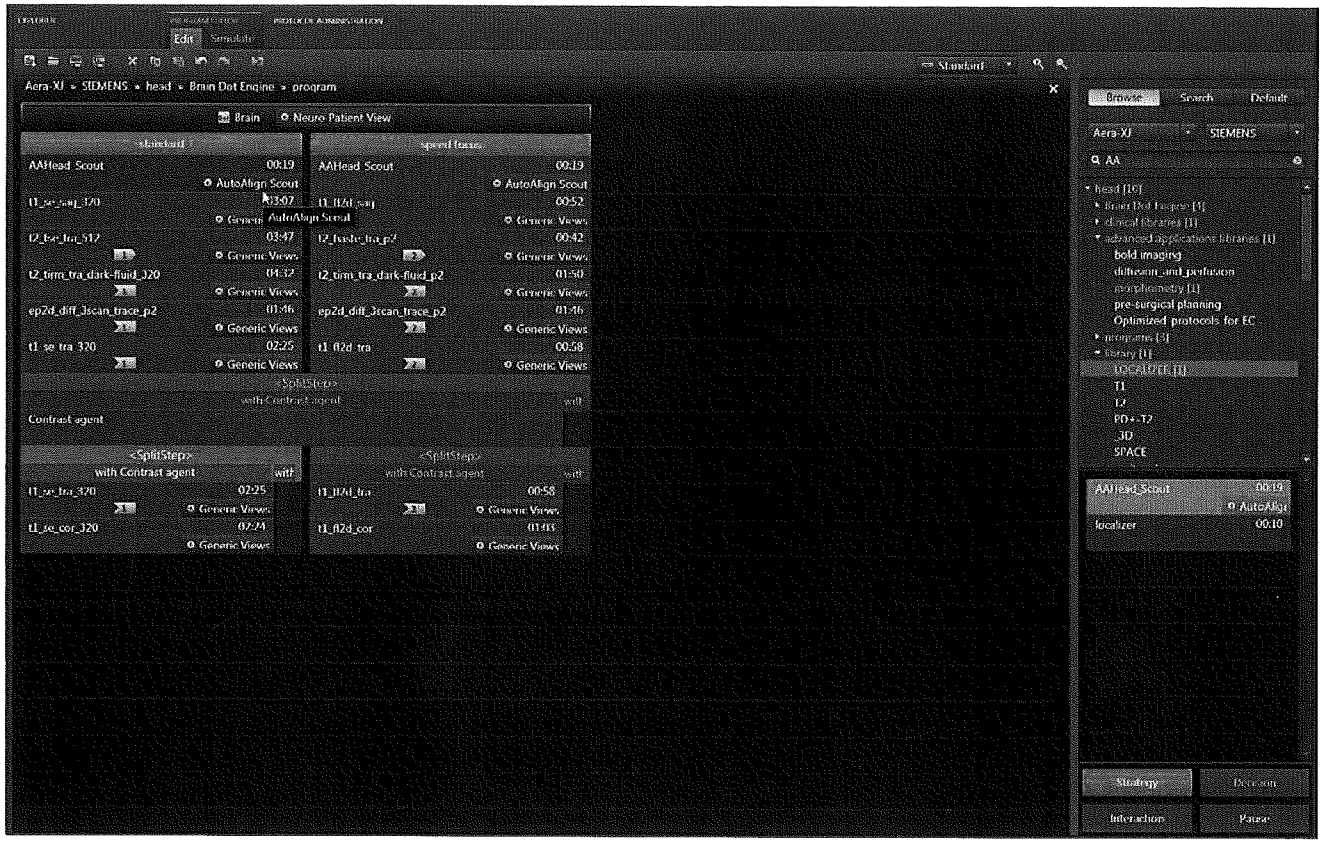
Anthony Pavone
Chief MRI Technologist
Zwanger-Pesiri Radiology, New York, USA

Consistency

DotGo enables you to standardize your MRI operations with a comprehensive guidance system, predefined strategies and Dot engines that create reproducible, high-quality outcomes every time. This significantly reduces the need for rescans and allows any technician to perform any exam with the same consistent results – even for complex cardiac imaging.

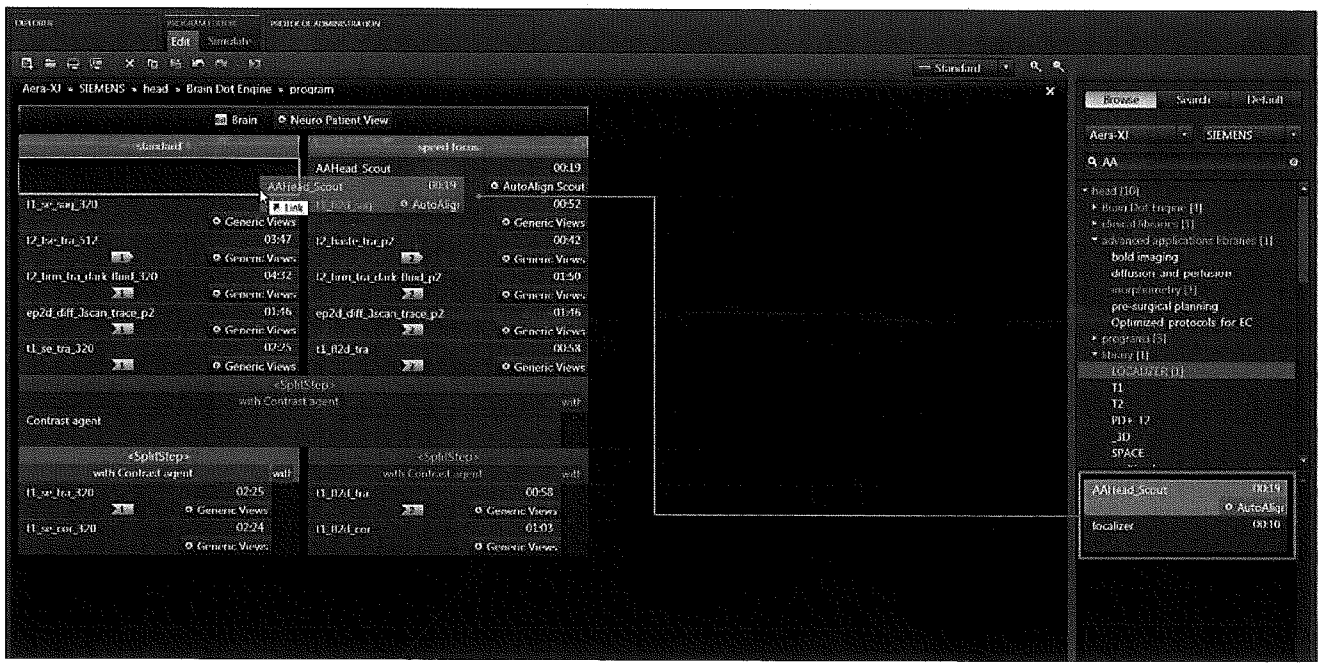
Efficiency

Thanks to DotGO's automated functionalities, MAGNETOM Skyra dramatically improves the efficiency of your MRI workflow. Auto-slice positioning, auto-voice commands and auto-organ labeling reduce the level of interaction required from technicians, freeing them up for other important tasks, as well as standardizing exam times and lowering costs.

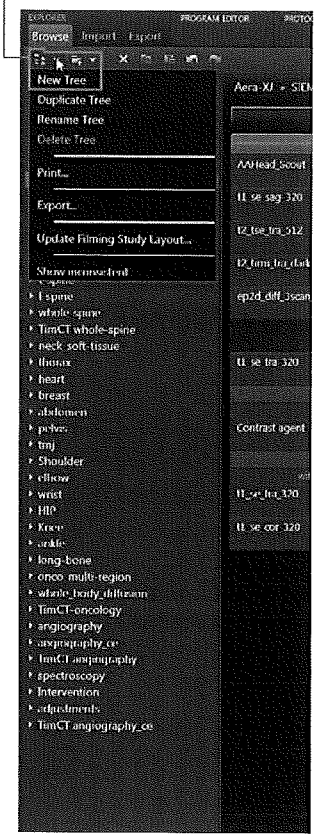


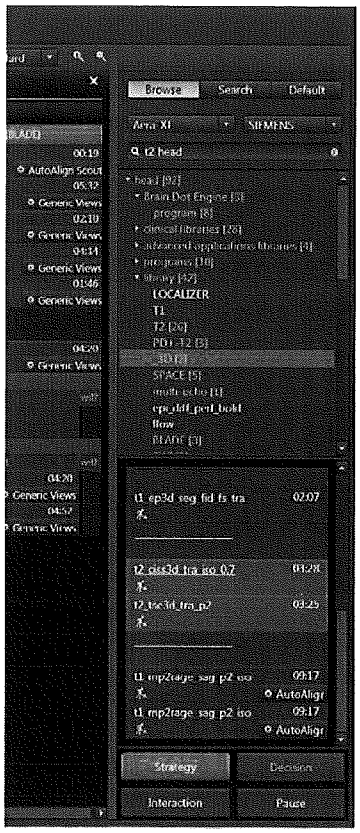
Dot Cockpit: A central user interface enables fast and intuitive protocol configuration and management. Dot Cockpit delivers up to 80%[10] greater usability.

Drag & drop from the sidebar in Editor



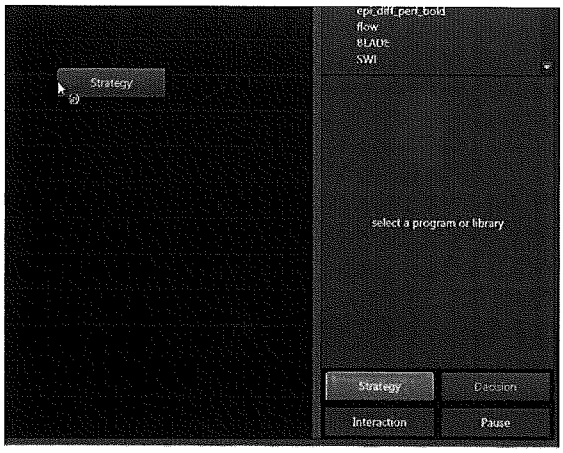
Multiple User Trees





Dynamic context search, highlighting results

Create a strategy with one click (drag & drop)



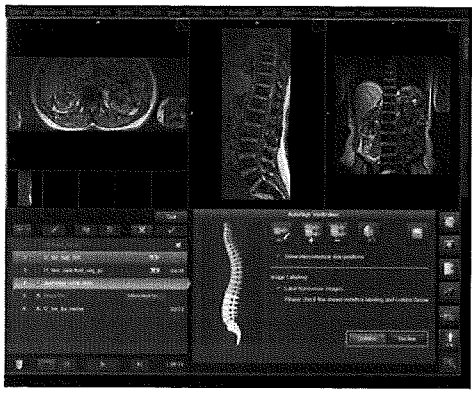
Explorer and Editor in one interface
Easy navigation and shortcuts

Edit protocols instantly

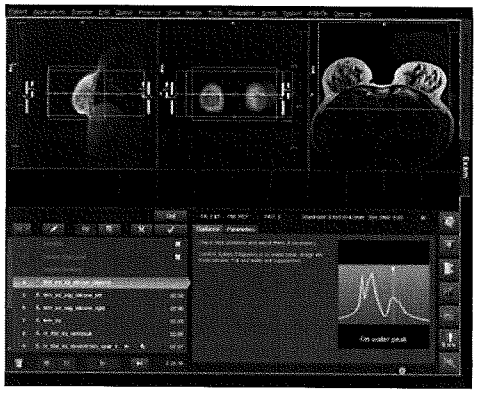
Zoom in and out to conveniently display protocols

Build as many strategies as you need

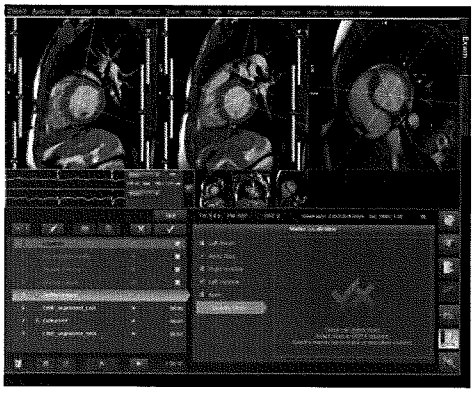
Brain Dot Engine
More efficient and reproducible brain exams.



Spine Dot Engine
Optimized spine imaging for a wide range of patients and conditions.



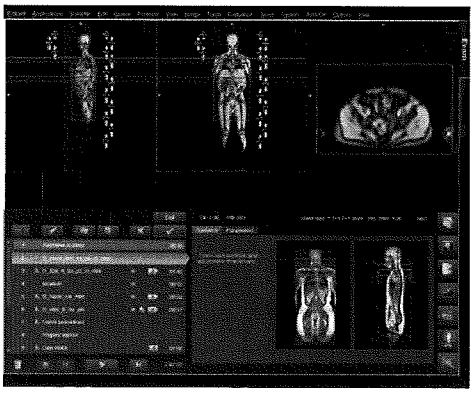
Breast Dot Engine
Increased certainty in breast imaging.



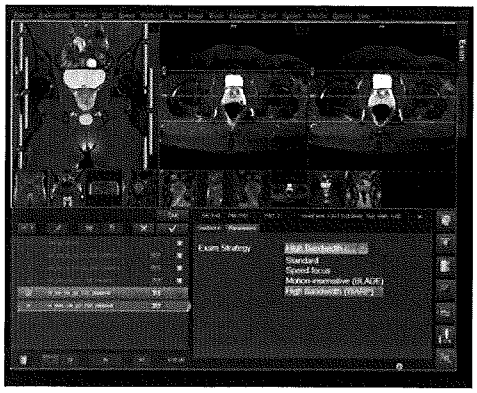
Cardiac Dot Engine
Up to 50%[1] increase in patient throughput.

"Dot engines really enhance our throughput in day-to-day scanning, but also improve quality reproducibility. Dot helps technicians and radiologists produce excellent images."[6]

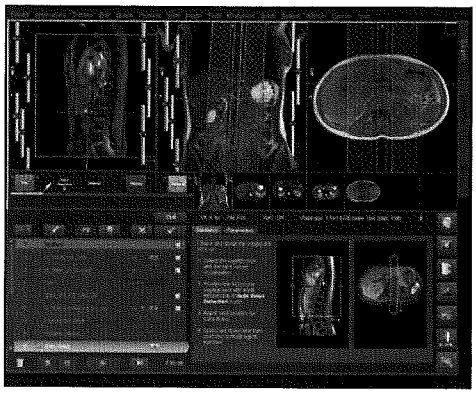
Anthony Pavone
Chief MRI Technologist
Zwanger-Pesiri Radiology, New York, USA



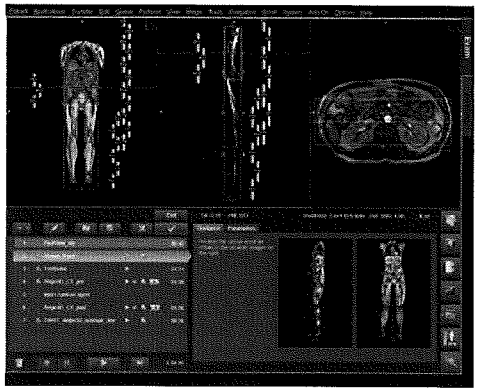
TimCT Angio Dot Engine and Tim CT Onco Dot Engine
A unique combination of Siemens' technologies, helping you achieve one smooth Field of View (FoV) using the Continuous Table Move.



Large Joint Dot Engine
Increased consistency for all large joints – hip, shoulder, and knee.



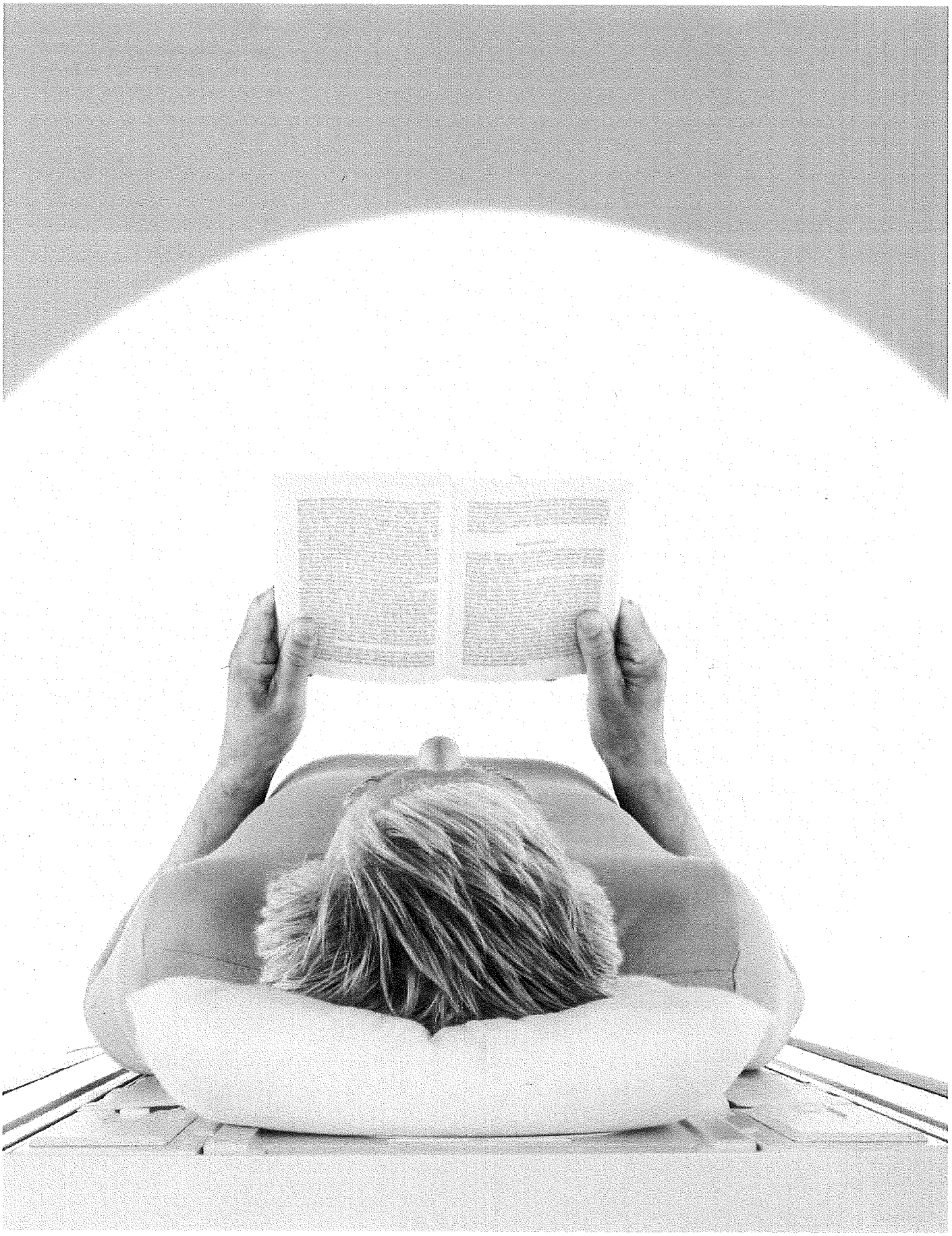
Abdomen Dot Engine
Optimized bolus timing for dynamic liver examinations.



Angio Dot Engine
Optimally timed contrast images with interactive bolus timing.

"The number of failed examinations has been drastically reduced by the Dot engines and the angiographies have become better. Everything is simply much more standardized now."[6]

Prof. Thomas Vogl
Medical Director of the Institute for Diagnostic and Interventional Radiology of the University Hospital Frankfurt, Germany
Spokesperson of the Frankfurt Klinikallianz



Expand your MRI services

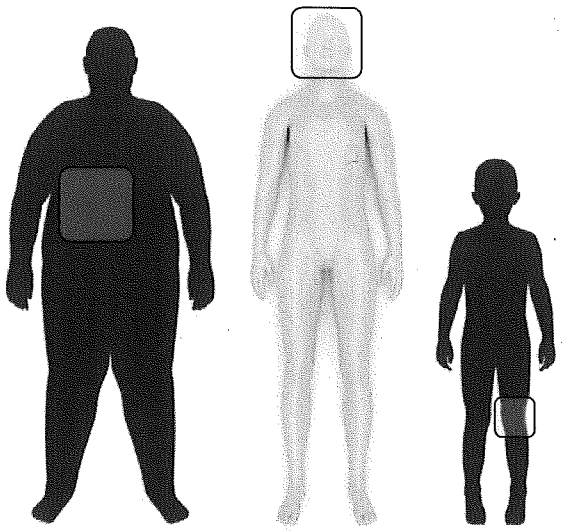
Demographic change, demand for innovation and a rise in chronic diseases call for new MRI solutions. Trendsetting Applications offer an unparalleled range of clinical services that make day-to-day operations smoother, faster and more efficient for radiologists, patients, and management. MAGNETOM Skyra is designed with you and your patients in mind. Its unique Life Design features increase comfort and satisfaction, maximize efficiency and offer greater investment protection.

Expand your MRI services

with Trendsetting Applications

Get closer than ever before with TimTX TrueShape

Grow your MRI services with Body MRI



Accces the broadest application portfolio on the market[11]

More applications
Siemens offers the broadest portfolio of MR applications on the market. With MAGNETOM Skyra and Trendsetting Applications, you can deliver a comprehensive and unique range of 3T services seamlessly integrated with DotGO. As a result, you can expand and differentiate your offering, making even the most challenging of exams part of your clinical routine.

"The images are exceptional, and the handling of the system and the patient will make MRI diagnostics much more efficient in the future. This opens up new opportunities for further integration of cutting-edge scientific developments into clinical routine."[6]

Prof. Stefan Schönberg, MD
Director, Institute for Clinical Radiology and Nuclear Medicine
University Medical Center Mannheim, Germany.

More than 70% of research performed using 3T systems worldwide is conducted on a Siemens MAGNETOM 3T scanner.[12]

More patients

Trendsetting Applications help you open up your service offering to more patient groups. So you can accommodate a larger variety of medical conditions as well as diverse body shapes and sizes. Furthermore, shorter breath holds and reduced scan times mean less need for sedation, fewer rescans, and greater patient satisfaction.

More research

Over 70%[12] of 3T MRI research worldwide is conducted on Siemens equipment. With good reason – because MAGNETOM delivers a powerful system coupled with leading-edge applications and excellent support services. Moreover, Siemens actively engages with the research community, helping you add value to your work.

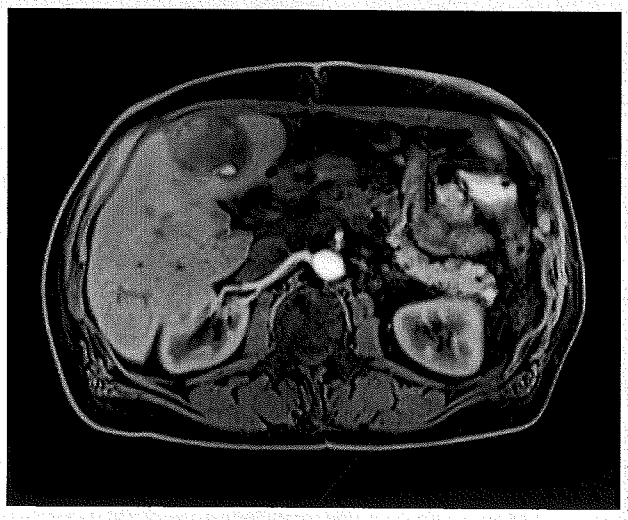
FREEZEit

www.siemens.com/body-mri

FREEZEit: Take abdominal imaging to the next level with our embrace motion technology. MRI exams of the liver have become increasingly difficult due to contrast timing challenges and breathing motion. FREEZEit, combining TWIST-VIBE and StarVIBE, makes MRI faster and more robust than ever, overcoming previous limitations and significantly pushing the boundaries of what's possible.

TWIST-VIBE: Benefit from high temporal and high spatial resolution so that you always get the right contrast in dynamic examinations.

University Hospital IKRN, Mannheim, Germany



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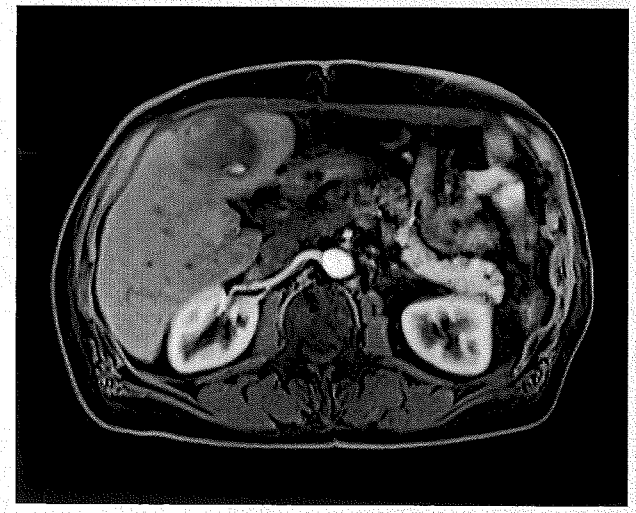

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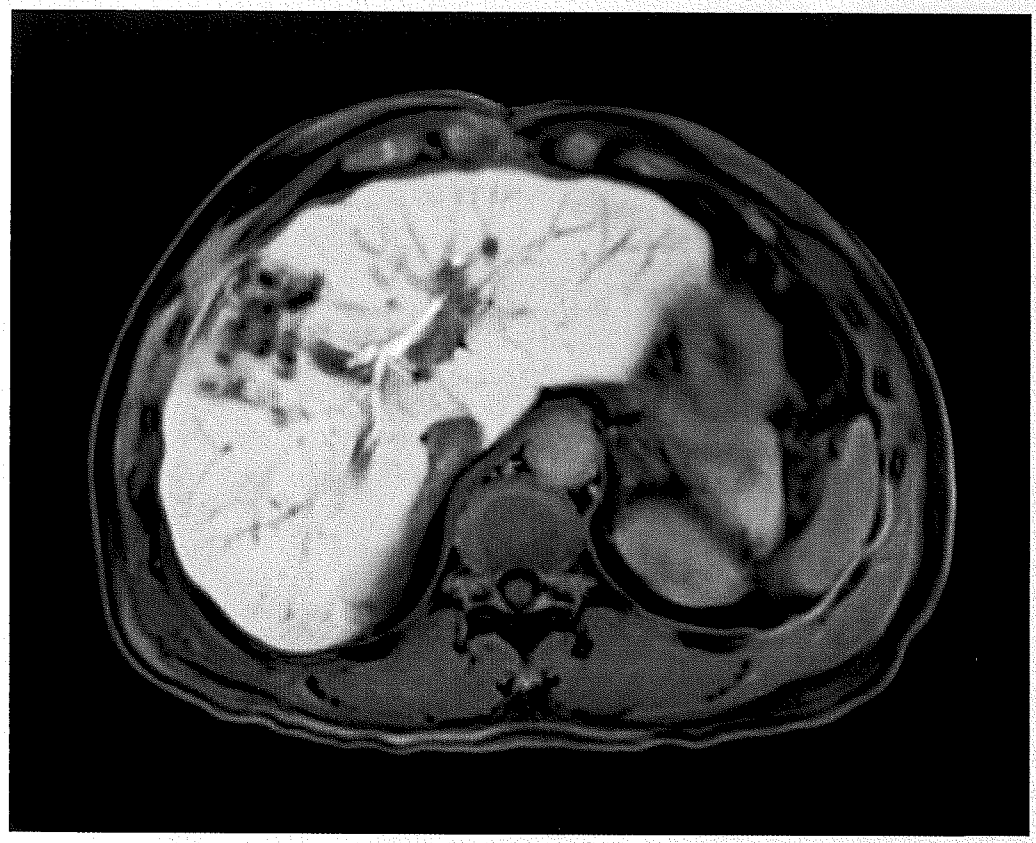
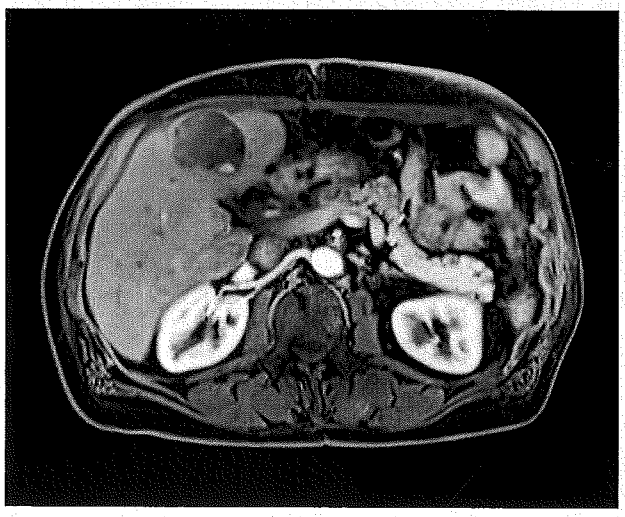


StarVIBE: Enable free-breathing and contrast-enhanced exams for a range of patient groups thanks to StarVIBE's intelligent insensitivity to motion artifacts.
Mount Sinai Med Hospital, New York, USA



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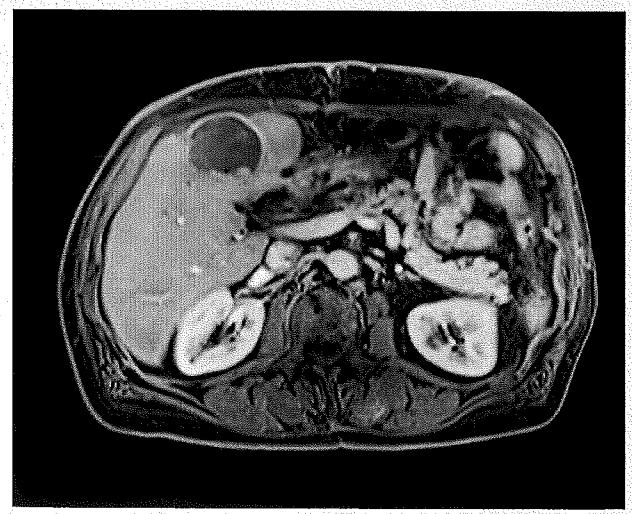

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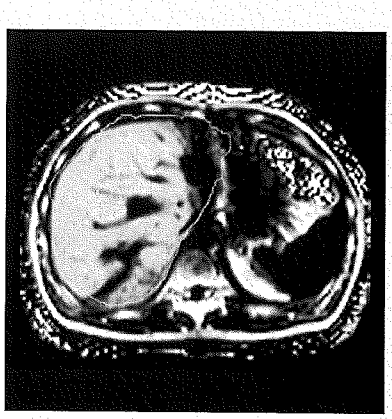
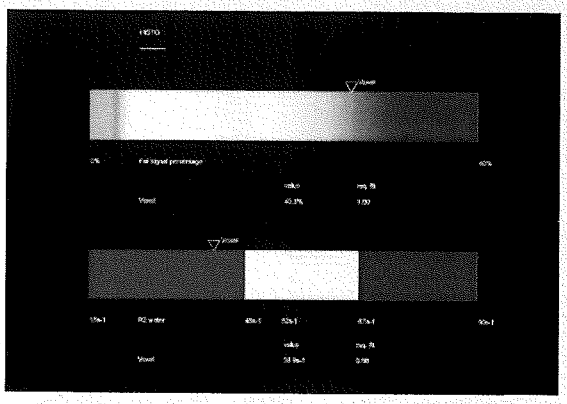
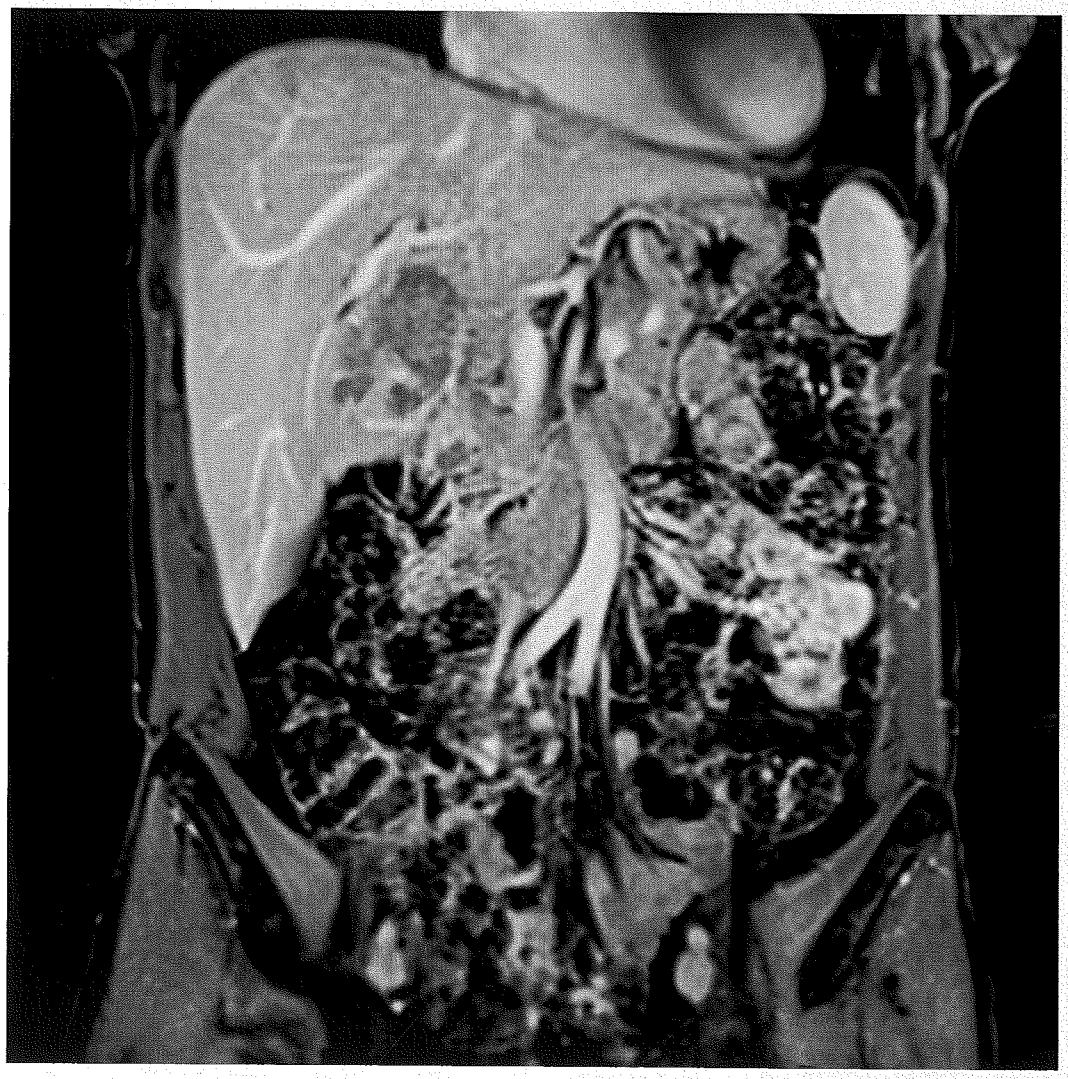
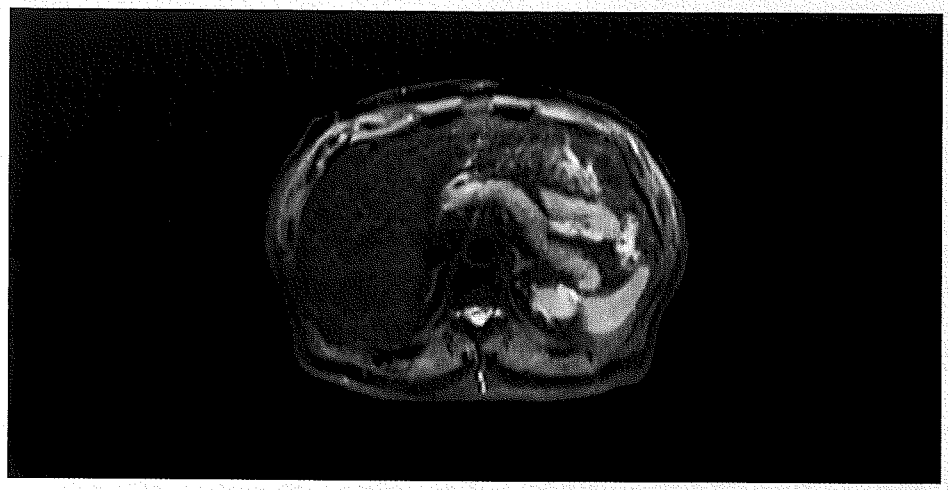




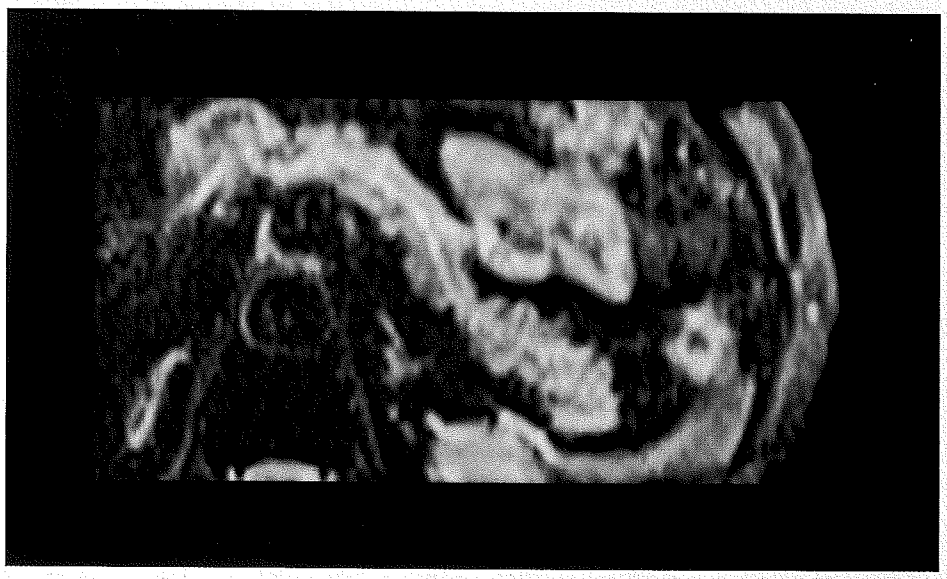
LiverLab: Monitor the growing number of liver disease cases. LiverLab supports quantitative, non-invasive liver evaluation.
ZEMODI, Bremen, Germany

CAIPIRINHA: Address patients with limited breath-hold capacity with Siemens' unique CAIPIRINHA application and ultra-short breath holds – standard with your MAGNETOM Skyra.
Calcary John James Hospital, Deakin, Australia





Conventional DWI, b=50

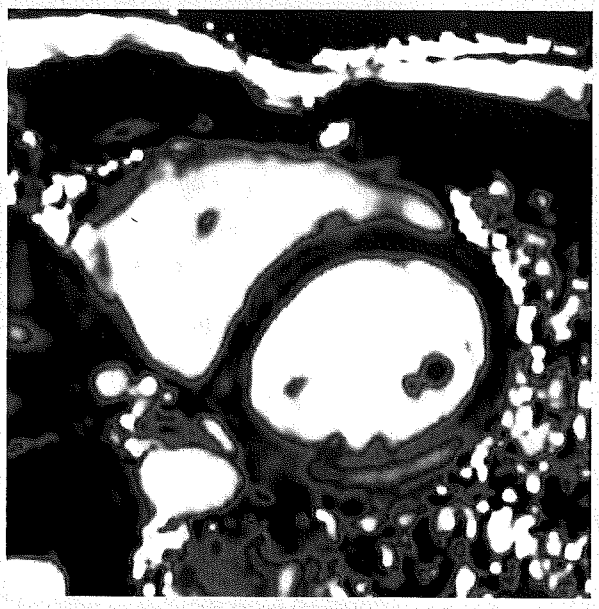


ZOOMit DWI, b=50

ZOOMit: Zoom into your image to view the smallest details, improve diagnostics and expand research possibilities with ZOOMit, powered by TimTX TrueShape.

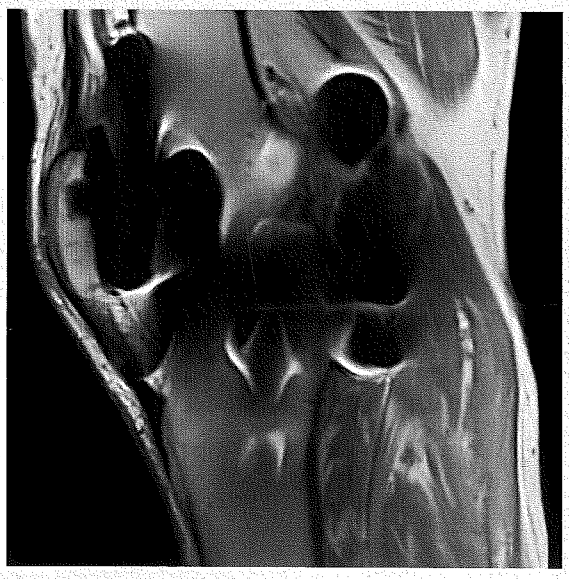
ZOOMit

www.siemens.com/zoomit

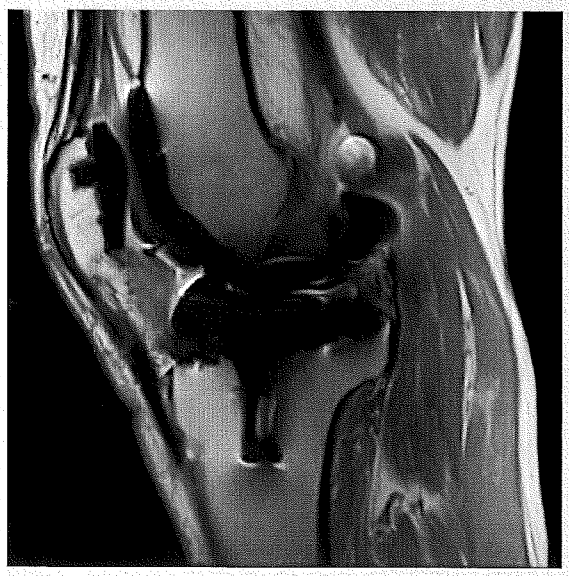


MyoMaps: Benefit from inline myocardial quantification, detect normally missed global, diffuse, myocardial pathologies (T1 Map), better depict cardiac edema (T2 Map), and improve early detection of iron overload (T2* Map) with MyoMaps, based on Siemens' unique HeartFreeze.
Diagnostikum Berlin, Berlin, Germany

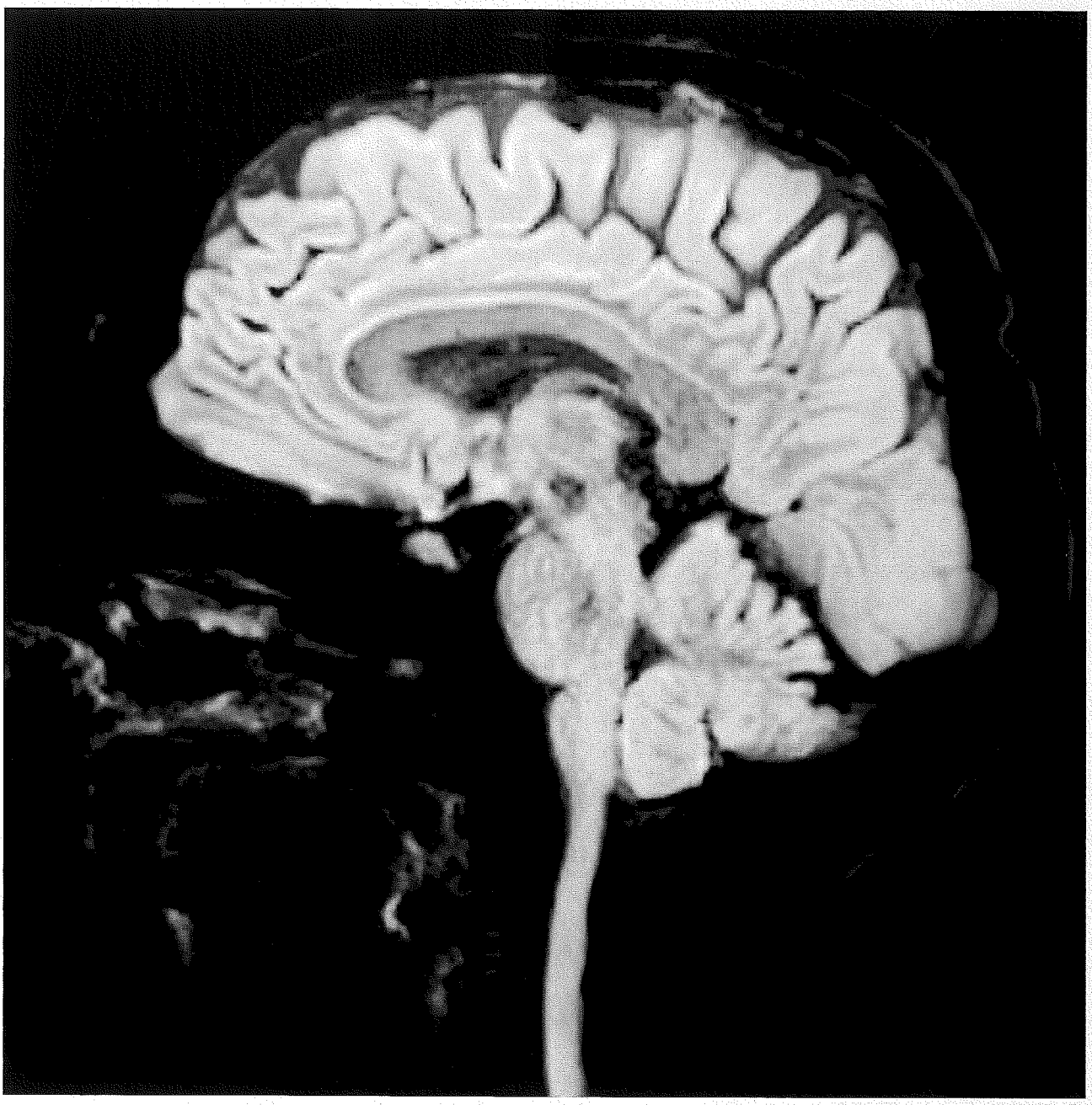
Advanced WARP: Serve the rapidly-growing patient populations that have artificial joints.[13] The benefits are substantial: infections can be diagnosed earlier and there's a significant gain in image quality for any MR indication.
University of Texas Medical Branch, Galveston, USA



Conventional



Advanced WARP



RESOLVE: Experience outstanding diagnostic performance with sharp, high-resolution DWI and DTI of the brain and spine.

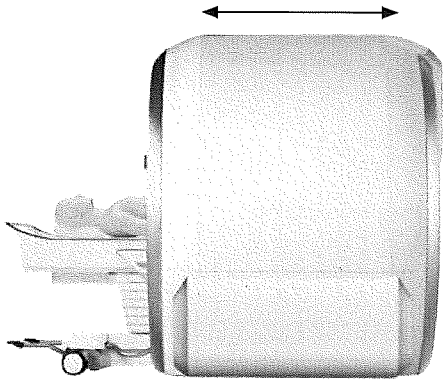
Expand your MRI services

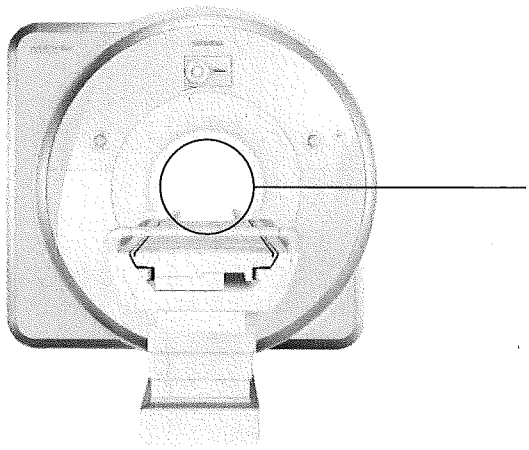
with Life Design

173 cm
ultra-short magnet

Illumination Moodlight

Up to **97%**[2] reduction in sound pressure with Quiet Suite



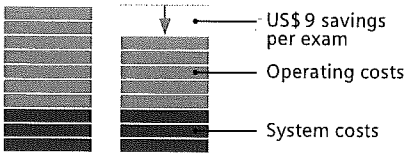


Maximized patient comfort
A key element of Siemens MRI Life Design is putting the patient first. MAGNETOM Skyra's 70 cm open bore allows 30 cm of space above the patient's face, improving comfort. The shortest magnets in the industry enable more exams to be performed with the head outside the bore. These and other leading-edge features increase satisfaction and allow you to serve more patient groups.

"With the 70 cm Open Bore system, the number of claustrophobic panic attacks among patients fell by 50%. Some patients honestly say that they enjoy their examinations. Additionally, MAGNETOM Skyra offers strong support for the immediate completion of reports, helping provide the standard of service that we want."[6]

Dr. Christoph Tillmanns
Head of Cardiology
Diagnostikum Berlin, Berlin, Germany

70 cm
open bore



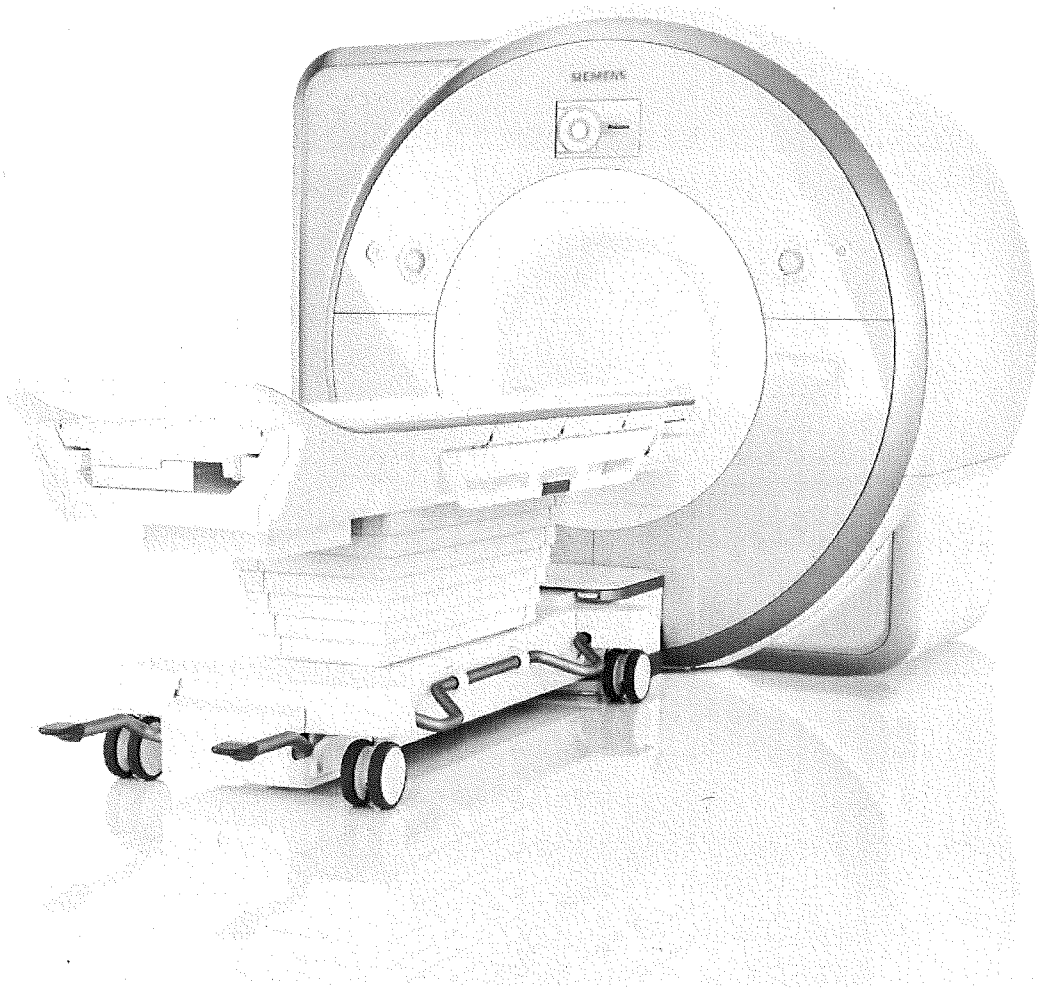
MAGNETOM Skyra's unique design means it is patient-friendly and also saves costs.

Maximized workflow efficiency

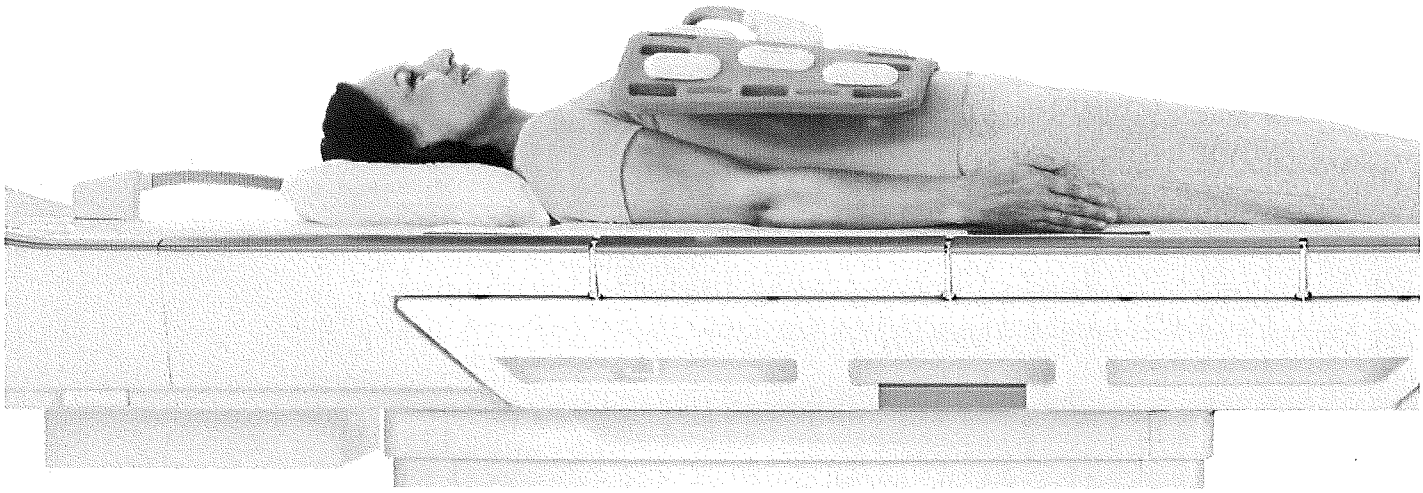
Life Design helps make your MRI operations more efficient and economical. The Tim Dockable Table helps you streamline exam preparation, optimizing your department workflow. And the central *syngo* user interface offers a consistent look and feel at every scanner, helping staff perform tasks faster and enhance their productivity.

Minimized lifecycle costs

The modern, compact design of Siemens scanners means they are easy and efficient to install and have low space requirements. Zero helium boil-off and minimum power and cooling demands help reduce lifecycle costs, and improve your eco-footprint. All of this adds up to enhanced performance, lower resource consumption, and greater investment protection.



Tim Dockable Table: Enable fast patient preparation with Tim 4G directly integrated into the table, supporting easy patient transport, more comfort for immobile patients, and flexibility in emergency situations. The table holds up to 250 kg/550 lb to accommodate more patient groups.



Tim coil technology: Tim 4G technology accelerates patient set-up and provides a high level of patient comfort.

Quiet Suite, hear it yourself.

www.siemens.com/quiet-suite

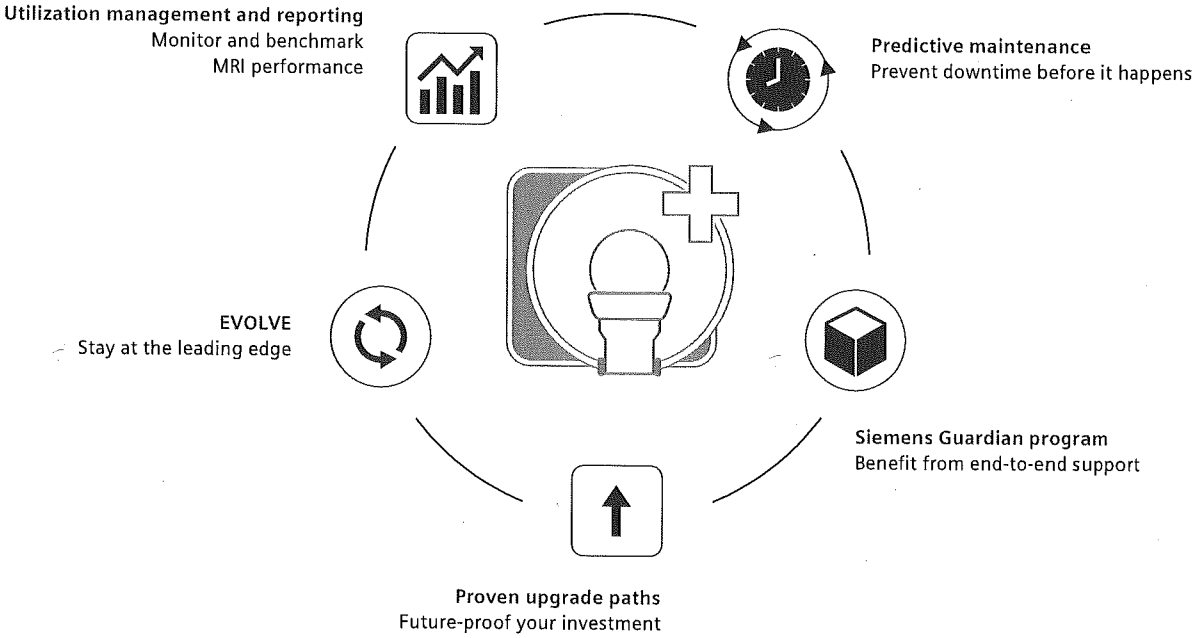
Quiet Suite: Conduct complete, quiet exams for neurology and orthopedics, with up to 97% reduction in sound pressure[2]. Quiet Suite minimizes the need for sedation of certain groups of patients such as children[7] and the elderly – and all with no compromises on image quality. Because imaging is to be seen, not heard.

Service and exchange

Siemens' end-to-end services ensure you stay at the leading edge of 3T technology throughout the entire MRI lifecycle – from installation, to operation, to upgrades, to ongoing support. Moreover, our diverse communication platforms and communities keep you up to speed on the world of MRI and enable you to share your ideas and experiences with your peers.

Service and exchange

Comprehensive services

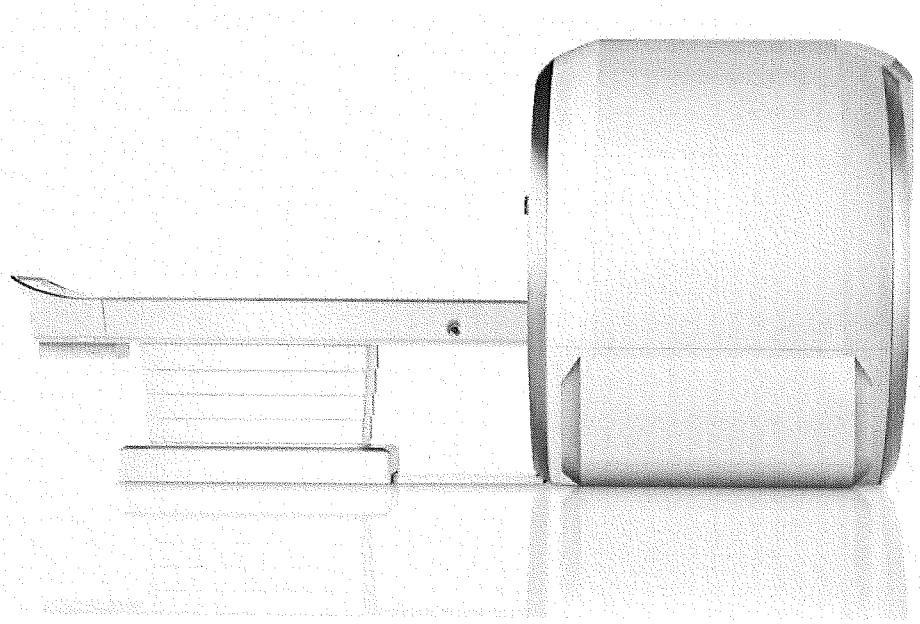


Utilization management and reporting

With our utilization management and reporting solution, you know that you are getting the most out of your MRI scanner. It allows you to monitor KPIs and benchmark your system against other Siemens' MRI machines at any facility or organization. So you can keep track of your MRI performance, and reap the maximum reward from your scanner.

Predictive maintenance

When systems go down, it impacts both your ability to care for your patients and your bottom line. Siemens provides a predictive maintenance service to help you minimize lost time. It informs you when a part of your MRI system is likely to fail, enabling you to plan repairs and prevent downtime before it happens.



EVOLVE: Keep your hardware and software up to date at all times – a key factor in enhancing performance and diagnostic quality. You receive all applicable upgrades for software and the *syngo* OS, plus at least one workstation hardware upgrade within the first six years.

Siemens Guardian program

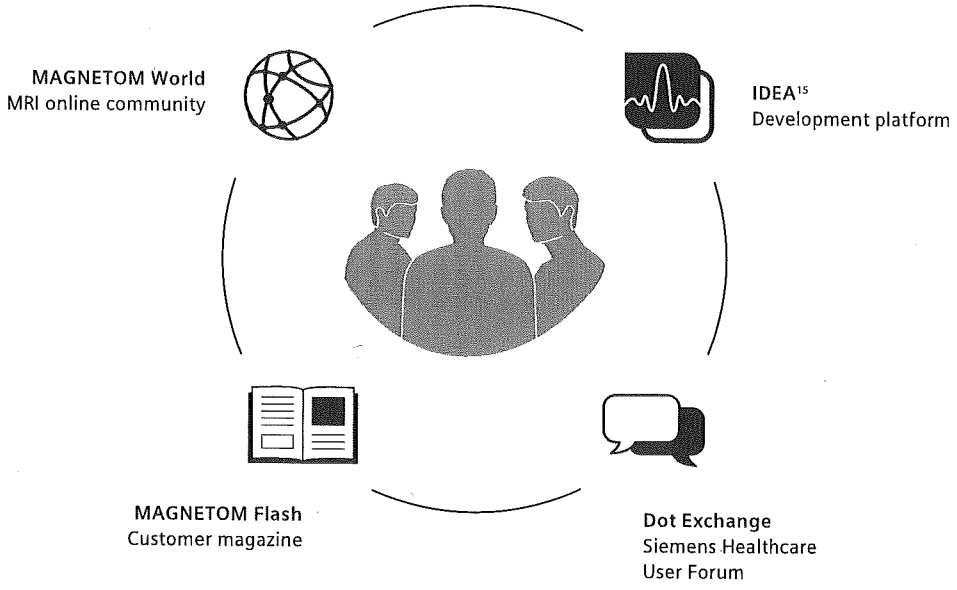
Our Guardian program provides the latest service technology so you can better manage your MRI system. It combines many features in a single package – offering real-time system monitoring, expert advice to improve workflow efficiency, and proactive maintenance and support. Moreover, it guarantees defined repair times, giving you peace of mind.

Proven upgrade paths

With MAGNETOM scanners, taking your MRI system to the next level is simplicity itself, thanks to clearly defined upgrade paths. In fact, Siemens has built an entire organization (CDV) to help customers truly maximize their system life – and in turn, to increase their return on investment.

Service and exchange

Peer-to-peer information



MAGNETOM World

Siemens' global MRI community offers peer-to-peer support and information. Radiologists, cardiologists, technologists and physicists have all contributed with publications, presentations, training documents, case studies and more – all freely available to you via this unique network. Plus, the bi-annual MAGNETOM World Summit is the ideal opportunity to share and exchange ideas.

MAGNETOM Flash

MAGNETOM Flash is the MR customer magazine. Published quarterly, it features up-to-date clinical case studies, application tips, as well as technical and product information relevant to you. All content is carefully compiled by experts to meet the needs of today's MRI users in both clinical and research scenarios. In fact, 98.5% of readers report that MAGNETOM Flash is clinically relevant.[14]

Visit MAGNETOM World

www.siemens.com/magnetom-world

"On MAGNETOM Flash: "An excellent and useful combination of technological and clinical articles that both keep one up to date with advances in MRI and provide practical assistance for day to day practice – good and interesting learning material."[6]

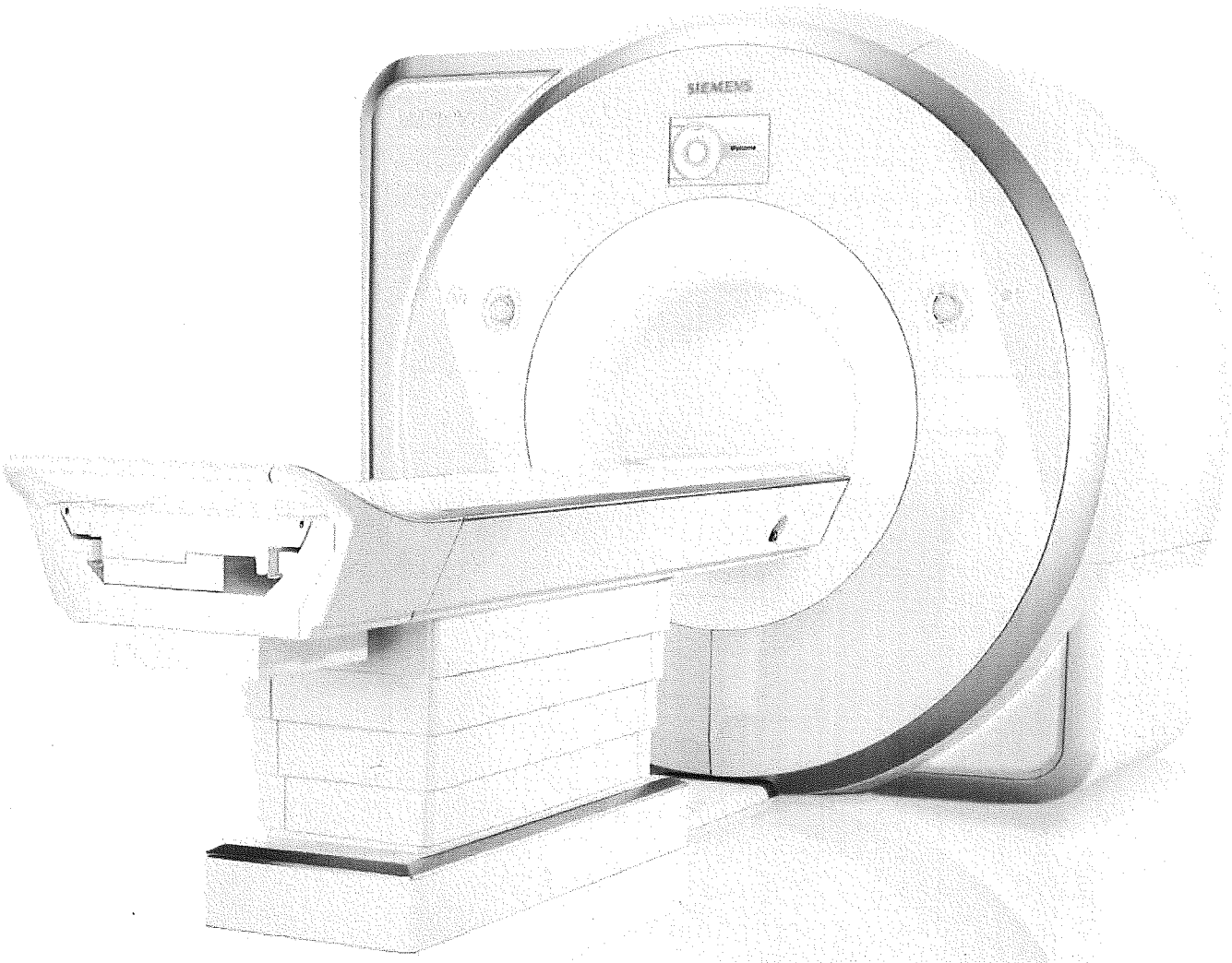
Mark Lourensz, St Vincent's Hospital
Fitzroy, Victoria, Australia

Dot Exchange

Part of the Siemens Healthcare User Forum, Dot Exchange[15] connects Dot users, enabling them to share their clinical experience of working with the system. By registering on www.siemens.com/dot-exchange, you can upload and discuss protocol files and engage in dialog with peers. Plus, you can access a host of interesting features and articles, making sure you are the first to hear about the latest developments in MRI.

IDEA

IDEA[15] is an open development platform supporting the largest and most active 3T research community in the world. It brings users from across the globe together and fosters innovation in the field of MRI. Members collaborate online at www.mr-idea.com and at the annual International Society of Magnetic Resonance in Medicine meeting, where they present and discuss new developments.



MAGNETOM Skyra
Technical specifications

Field strength	3 Tesla
Bore size	70 cm Open Bore design
System length*	173 cm
System weight (in operation)*	7.3 tons
Minimum room size*	31 m²
RF	Tim [204x 24]^{16} [204 x 48] [204 x 64] [204 x 128]
Gradient strength	XQ Gradients (45 mT/m @ 200 T/m/s)
Helium consumption	Zero Helium boil-off technology

* Minimum total space requirement for magnet, electronics, and console room

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

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[1] Royal Bournemouth Hospital, UK, Cardiac Dot Engine Workflow Study.

[2] Data on file; results may vary.

[3] Dot Cockpit Usability Study (2013) for Dot and non-Dot users.

[4] Based on the scan time difference between a 30-channel set-up and an 18-channel set-up with otherwise identical parameters and same SNR

[5] Comparison of average SNR between Tim 4G and first generation integrated coil technology

[6] The statements by Siemens' customers described herein are based on results that were achieved in the customer's unique setting. Since there is no "typical" hospital and many variables exist (e.g., hospital size, case mix, level of IT adoption) there can be no guarantee that other customers will achieve the same results.

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

[8] Zhongshang Hospital Fudan University, CN, Abdomen Dot Engine Workflow Study

[9] Evaluation of 2.2 million Siemens MR exams, 2013

[10] Compared to MR protocol configuration without Dot Cockpit, Usability Study, 2013

[11] Based on a comparisson of Web pages of the key competitors (2014) on their offered applications.

[12] Percentage based on search hits in Google Scholar for sum of product name permutations in 16 articles acknowledging the use of 3T MRI (2014).

[13] MR imaging of patients with metallic implants brings specific risks. However, certain implants are approved by the governing regulatory bodies to be MR conditionally safe. For such implants, the previously mentioned warning may not be applicable. Please contact the implant manufacturer for the specific conditional information. The conditions for MR safety are the responsibility of the implant manufacturer, not of Siemens.

[14] 2013 MAGNETOM Flash reader survey. Data on file.

[15] This website provided by Siemens AG may be used solely in accordance with the general terms and conditions of use, available prior to registration/login on the website itself.

[16] The product/features (here mentioned) is a development tool available under contract with Siemens. Please contact your local Siemens organization for further details.

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www.siemens.com/healthcare

Attachment G

EQUIPMENT COMPARISON

	Existing Equipment	Replacement Equipment
Type of Equipment (List each component)	Signa Horizon LX	Magnetom Skyra
Manufacturer of Equipment	General Electric	Siemens
Tesla Rating for MRIs	1.5T	3T
Model Number	HDXT	14418500
Serial Number	192333	Not Available Until Installed
Provider's Method of Identifying Equipment	CHS Asset # / Serial #	CHS Asset # / Serial #
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	N/A	N/A
Mobile Tractor Serial Number/VIN #	N/A	N/A
Date of Acquisition of Each Component	October 2000	Summer 2016
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	$2,325,031	$3,555,684
Total Cost of Equipment	$1,788,519	$2,198,454
Fair Market Value of Equipment	$209,000	N/A
Net Purchase Price of Equipment	$1,788,519	$2,198,454
Locations Where Operated	CHS NE - 920 Church Street Concord, NC 28025	CHS NE - 920 Church Street Concord, NC 28025
Number Days in Use/To Be Used in N.C. per Year	365	365
Percent of Change in Patient Charges (by procedure)	None	None
Percent of Change in Per Procedure Operating Expenses (by procedure)	None	None
Type of Procedures Currently Performed on Existing Equipment	All Primary MR Applications	N/A
Type of Procedures New Equipment is Capable of Performing		Better Metal Artifact Reduction, Complete Neuro Package and 70 cm bore with 550 lbs. table weight limit will accommodate wider range of patients.

Attachment H

CHS NE MRI 2 Volume by Month	
Jan-15	824
Feb-15	657
Mar-15	816
Apr-15	827
May-15	852
Jun-15	797
Jul-15	740
Aug-15	735
Sep-15	754
Oct-15	760
Nov-15	711
Dec-15	732
Total	**9205**

Attachment I

SIEMENS

January 25, 2016

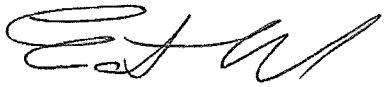
Carolinas Healthcare System
Attn: Ms. Lorie Lowder
Associate Vice President
Carolinas Medical Center - Northeast
920 Church Street, North
Concord, NC 28025

Dear Lorie Lowder,

The purpose of this letter is to confirm that Siemens Medical Solutions USA, Inc. (Siemens) will be responsible for removing your existing GE Excite HDxt MRI with Serial Number R934 ("existing equipment") as part of your purchase of the Siemens Magnetom Skyra for Carolinas Medical Center - Northeast. The cost for the de-installation and removal is included in the price quotation for the replacement equipment, which totals $1,750,000 ($1,959,000 sale price minus $ 209,000 trade).

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

Sincerely,



Edwin Winicki
Key Account Executive
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