



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH SERVICE REGULATION

ROY COOPER
GOVERNOR

MANDY COHEN, MD, MPH
SECRETARY

MARK PAYNE
DIRECTOR

February 23, 2018

Pam Queen
125 B Wamsutta Mill Road
Morganton, NC 28655

No Review

Record #: 2526
Business Name: SonoCare, LLC
Business #: 2802
Project Description: Acquire a CT scanner
County: Burke

Dear Ms. Queen:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your letter of February 20, 2018 regarding the above referenced proposal. Based on the CON law **in effect on the date of this response to your request**, the proposal described in your correspondence is not governed by, and therefore, does not currently require a certificate of need. However, please note that if the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective.

However, you need to contact the Agency's Radiation Protection Section to determine if they have any requirements for development of the proposed project.

It should be noted that this determination is binding only for the facts represented in your correspondence. Consequently, if changes are made in the project or in the facts provided in your correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office. Changes in a project include, but are not limited to: (1) increases in the capital cost; (2) acquisition of medical equipment not included in the original cost estimate; (3) modifications in the design of the project; (4) change in location; and (5) any increase in the number of square feet to be constructed.

HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION

WWW.NCDHHS.GOV

TELEPHONE 919-855-3873

LOCATION: EDGERTON BUILDING • 809 RUGGLES DRIVE • RALEIGH, NC 27603

MAILING ADDRESS: 2704 MAIL SERVICE CENTER • RALEIGH, NC 27699-2704

AN EQUAL OPPORTUNITY/ AFFIRMATIVE ACTION EMPLOYER

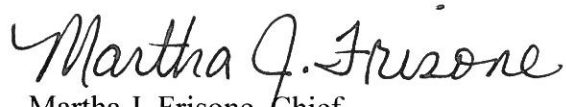


Please contact this office if you have any questions. Also, in all future correspondence you should reference the Facility ID # (FID) if the facility is licensed.

Sincerely,



Julie M. Faenza
Project Analyst



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

cc: Radiation Protection Section, DHSR
Sharetta Blackwell, Program Assistant, Healthcare Planning, DHSR



February 20, 2018

Ms. Martha Frisone, Chief
Ms. Julie Faenza, Project Analyst
Health Planning and Certificate of Need Section
Division of Health Services Regulation
2704 Mail Service Center
Raleigh, NC 27699-2704



Re: No Review Request for SonoCare, LLC to Acquire Additional Imaging Equipment at the Existing Medical Office in Morganton (Burke County)

Dear Ms Frisone and Ms. Faenza:

SonoCare, LLC (“SonoCare”) proposes to acquire a CT scanner for its existing medical office located in Morganton, NC. The purpose of this letter is to request confirmation by the Health Planning and Certificate of Need Section that the proposal does not constitute a diagnostic center as defined by N.C. Gen Stat. § 131E-176(7a) and is otherwise not subject to certificate of need (“CON”) review.

PROJECT DESCRIPTION

SonoCare currently owns one fixed radiography machine that is installed at 125 B Wamsutta Mill Road in Morganton, NC. This unit was acquired and installed in 2013 and is the only fixed imaging equipment that is utilized at this location. SonoCare proposes to acquire and install one used CT scanner in the existing office at 125 B Wamsutta Mill Road. SonoCare also owns mobile ultrasound units and a nuclear medicine unit that are utilized at other locations including physician offices.

**125 B Wamsutta Mill Road
Morganton, NC 28655**

The following details are listed for the existing equipment at the facility:

Existing Imaging Equipment

HF Radiographic System (Purchased in 2013)	\$33,000
Fuji Computed Radiography System (Purchased in 2013)	\$52,500
Room Shielding Installation	\$3,881
Door Shielding Installation	\$1,797
Physicist Inspection	\$1,200
Sub-Total Existing Equipment	\$92,378

Please see Attachment 1 for documents for the existing equipment. There were no other costs for activities or services that were required to make the above-imaging equipment operational.

Proposed Additional Equipment

Siemens Somatom Emotion 16 Slice	\$135,000
Freight Estimate	\$2,500
Taxes Estimated based on 7%	\$9,625
CT Room Renovation Taxes Included	\$66,700
CT Room Lighting, Electrical, Panel	\$7,700
Physicist Inspection Allowance	\$1,500
Sub-Total Proposed CT Equipment	\$223,025

Please see Attachment 2 for documents for the proposed equipment. There are no other costs for activities or services that are required to make the above-proposed imaging equipment operational.

PROPOSAL IS NOT SUBJECT TO CON REVIEW

The proposed purchase and installation of the CT scanner equipment does not constitute the development of a "diagnostic center" as defined by N.C. Gen Stat. § 131E-176(7a).

"Diagnostic Center" means a freestanding facility, program, or provider in which the total cost of all the medical equipment utilized by the facility which cost ten thousand dollars (\$10,000) or more exceeds five hundred thousand dollars (\$500,000). In determining whether the medical diagnostic equipment in a diagnostic center costs more than five hundred thousand dollars (\$500,000), the cost of the equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation and other activities essential to acquiring and making operational the equipment shall be included. The capital cost if the equipment shall be the fair market value of the equipment or the cost of the equipment, whichever is greater."

The total cost of the existing diagnostic equipment that costs \$10,000 or more plus the proposed addition of a CT scanner is only \$ 315,403, which is well below the \$500,000 threshold:

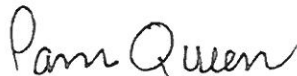
Existing Equipment Sub-Total	\$92,378
Proposed Additional Sub-Total	\$223,025
Combined Total Cost	\$315,403

SonoCare has included all costs related to the existing and proposed equipment to be utilized at the medical office location 125-B Wamsuta Mill Road in Morganton. Included in the total cost of the existing equipment is the Fuji Computed Radiography (“CR”) equipment (\$52,500) which is not an essential cost that is mandatory to include in the total project cost because this equipment is a computer system that converts the radiographic image to a digital format. In previous requests for No Review letters, the cost of CR equipment has been excluded because the equipment is not essential to making the imaging equipment operational. With the exclusion of the \$52,500 for the CR equipment, the total of existing and proposed equipment would be \$262,903, well below the \$500,000 threshold. Consequently the SonoCare proposal is not subject to CON review as a “diagnostic center.”

SonoCare also verifies that this proposal does not otherwise constitute a “new institutional health service” as defined by N.C. Gen Stat. § 131E-176(16). As previously documented, the proposed total cost is far below the \$500,000 threshold which confirms that the project does not implicate the \$2,000,000 threshold for §131E-176(16)b or the \$750,000 threshold for “Major Medical Equipment” in § 131E-176(14o). Furthermore, the proposed CT equipment is not included with any of the types of CON-regulated equipment that are listed in §131E-176(16)f1.

Thank you for your consideration of this request. Please call me at (828) 430-3511 if you have any questions.

Sincerely,



Pam Queen
President

Attachments

ATTACHMENT A
EXISTING EQUIPMENT

Existing



120 Vista Boulevard
Arden, North Carolina
28704
Phone (828) 681-9729
Fax (828) 681-8384

QUOTATION

Blue Ridge X-Ray Company, Inc. is pleased to submit the following 3 page 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.

To SONOCARE

Address 125 B WAMSUTTA MILL RD.
MORGANTON, NC. 28655

Quotation # 13529 Date 5/30/2013

Account Executive MATT CLEVINGER Office ARDEN

Attention PAM QUEEN

PLEASE CONSIDER THE FOLLOWING QUOTATION FOR A PINNACLE HF RADIOGRAPHIC SYSTEM FOR YOUR FACILITY . PRICE INCLUDES INSTALLATION TO A CUSTOMER PREPARED SITE.

- PINNACLE-FT 32 kW/125 kVp High Frequency Radiographic Generator:
- 32 kW Output
 - 10 To 400 Ma Range
 - 40 TO 125 kVp, in 1kVp increments
 - mAs Range: .1 - 500
 - Timer Range: 0.001 - 10 seconds, 38 steps
 - Anatomical Programming: 1280 user programmable conditions through utility
 - Self-Diagnostics, Anode Heat Unit monitor, Error Messaging, History reporting log, USB port
 - Linearity/Reproducibility: Coefficient of linearity < 0.01. Coefficient of variation < 0.005 KvP
 - Nominal Input power 208 - 240 VAC Single Phase. Optional voltages must be verified by BRX

Enter Above as a Firm Order subject to the terms and conditions on the back of this form.

REQUESTED DELIVERY DATE: _____

CUSTOMER'S ACCEPTANCE:
BY *Pam Queen*

DATE *6-5-2013*

This Quotation Valid For 30 Days.
Terms of Delivery: F.O.B. U.S. Point of Shipment
Terms of Payment: 20% Down Payment with order, 70% due upon delivery of major components necessary to start installation. 10% due upon availability for first use
All warranties offered in this quotation are void if the terms of payment are not met.

PRICE	\$	33,432.00
FREIGHT	\$	900.00
SUBTOTAL	\$	34,332.00 33,000.00
SALES TAX	\$	Calculated at invoice
TOTAL	\$	_____
WARRANTY:		SEE PAGE 2

DESCRIPTION

X-Ray Tube: 3" Radiographic X-Ray Tube

- 1.0 / 2.0 mm Focal spots sizes with 140,000 Heat Unit capacity
- 125 kVp, Standard speed rotor, 14° anode target angle, 90° arms

High Voltage Cables: One Pair, 25 ft long with Federal Terminals**Floor Mounted Tubestand**

- Tube rotation of +/-135° and column rotation of +/-90° for lateral exposures
- Longitudinal Rail Length/Travel 10 Feet
- Tube transverse Travel 8.6 inches (+/-)
- Tube mounted in enclosed housing device
- All cables enclosed in corrugated hose
- Electric Locks engaged when power is off
- Laser light mounted on handle bar for cassette centering to table and wall stand

Deluxe Four Way Float Top Table

- Low friction, precision bearing movement
- Tabletop length: 84" (216cm) with 30" (82cm) longitudinal travel
- Transverse travel: 10" (26cm)
- Flat top design with low absorption material and patient weight capacity of 400
- Foot treadle operation of table top and height movements.

Bucky: 17" x 17" (43 x 43 cm) reciprocation with multi-speed programmability

Grid: Pb. 178 lines/ inch. (40 lines/cm), 10:1 ratio, 34" - 44" (86 - 112 cm) focal distance

Deluxe Heavy Duty Cassette Tray: Accepts cassette sizes: 5" x 7" to 14" x 17"

Vertical Wall Stand: Single-column structure

- Custom enclosed frame for attractive appearance, includes patient chin rest
- Low absorption front cover material with cassette and AEC Indicators
- Vertical Travel: 60.5" (154 cm) with a 13.75" (35 cm) minimum Focal Spot-to-Floor Distance

Bucky: 17" x 17" (43 x 43 cm) reciprocation with multi-speed programmability

Grid: Pb. 178 lines/ inch. (40 lines/cm), 10:1 ratio, 40" - 72" (100 - 180 cm) focal distance

Deluxe Heavy Duty Cassette Tray: Accepts cassette sizes: 5" x 7" to 14" x 17"

Manual Collimator:

- Light localizer (laser type) for accurate cassette and patient positioning
- Automatic Lamp/Timer Feature
- Includes Swivel Mount, allowing for 360°, with 90° detents and an integrated tape measure

Warranty: 5 years parts, 1 year labor, Tube prorated

Option

Deluxe Four Way Float Top Table, Elevating Table**\$ 4,800.00**

- Low friction, precision bearing movement
- Tabletop length: 84" (216cm) with 30" (82cm) longitudinal travel
- Transverse travel: 10" (26cm)
- Variable Table height of 23" to 34"
- Flat top design with low absorption material and patient weight capacity of 650 lbs
- Foot treadle operation of table top and height movements.

CONDITIONS OF SALE

1. **CONTROLLING PROVISIONS** These terms and conditions and attachments shall govern the transaction described on the face hereof and shall amend any terms and conditions of Customer's order to the extent that a contract exists. In the absence of a written acceptance of any products covered by the order shall constitute an acceptance of these terms and conditions. Notwithstanding, alteration or modification of these provisions or any of the terms of the order shall be valid unless made in writing and signed by an officer or other authorized representative of Blue Ridge X-Ray Company, Inc. (BRX). This order is not assigned by Customer without BRX's written consent, and any such assignment to a leasing company or other third party shall be subject exclusively to these terms and conditions.
2. **ACCEPTANCE** Quotations and orders are not binding until accepted by BRX in writing in its headquarters in Asheville, NC. BRX shall not be responsible for performance figures or characteristics given in any source other than the specifications attached hereto. No advertisement, catalogues or other publications or statements as to the performance of the equipment other than the specifications shall form part of the Agreement.
3. **PRICES** Unless product changes are after the date hereof, the prices shown on the face hereof are firm for the quantities listed, provided equipment ordered is scheduled for delivery within the Customer's specified shipping date as stated on the face hereof, and delivery is accepted within that time. For all orders scheduled for delivery beyond the specified date or if no date is specified by the Customer, BRX will invoice and customer will pay prices in effect at the time of shipment. The cost of any special handling caused by customer's requirements or requests or the cost of complying with the particular requirements of any local electric or building codes shall be added to the amount of the order. No cash discounts or other allowances will apply to this order.
4. **PAYMENTS** If payment is not made in cash in accordance with standard terms of payment, BRX reserves a security interest in and to the products purchased hereunder and the Customer shall execute a financing statement, security agreement, conditional sales agreement, chattel mortgage, lease and/or any other document requested by BRX. Terms are net thirty (30) days from the date of the invoice, unless otherwise agreed. A finance charge of 1 1/2% per month not to exceed the maximum rate by law, shall be made on any portion of the customer's outstanding balance which is not within thirty (30) days of the invoice date.
5. **INSTALLATION** Price covers normal installation work unless otherwise specified on the face hereof. If the installation of the products is delayed for any reason for which BRX is not responsible, shall for payment purposes be considered to be completely installed thirty (30) days after notice of such delay by Customer or after installation has actually been delayed a total of thirty (30) days and any unpaid balance shall then be payable to BRX. If installation is included, BRX agrees to install ready for use on the premises designated by the Customer, the product covered by this transaction and to connect it to safety switch or breaker to be installed by the Customer. The Customer shall provide all necessary plumbing, carpenter work, or conduit wiring required to attach and install product ready for use. Customer shall obtain all permits and licenses required by federal, state or local authorities in connection with the installation and operation of the product and shall bear any expense in obtaining same or complying with any related rules, regulations, ordinances and statutes. The Customer shall be solely responsible, at its expense, for preparation of the site, including any required structural alterations. The site preparation shall be in accordance with plans and specifications approved by BRX as being suitable for the equipment and in compliance with all safety electrical and building codes relevant to the equipment and its installation. Sufficiency of such plans and specifications, specifically including but not limited to the accuracy of the dimensions described therein, shall be the sole responsibility of the Customer. The Customer shall advise BRX of conditions at or near the site that which could adversely affect the carrying out of the installation work and shall ensure that such conditions are corrected and that the site is fully prepared and available to BRX before the installation work is due to begin. The customer shall likewise be responsible, at its expense for any work required to be done to the site during and after the installation work including any structural alteration, restoration and relocation of the premises. The Customer shall assist BRX, at no charge in moving the equipment from the entrance of the customer's premises to the site. The Customer shall provide at its own expense, all necessary carpentry, water supply, plumbing, piping, trucking, electrical power supply, power cable access points as specified by BRX, air conditioning and such other services, facilities, and working conditions as in the opinion of BRX are needed for the installation and operation of the equipment. The above will be provided by the Customer from the time installation work is due to commence throughout the period when the equipment is being installed and put into operation. BRX assumes no liability nor offers a warranty for the fitness or adequacy of the premises or the utilities available at the premises in which the equipment is not to be installed, used or stored. The customer agrees to identify and hold BRX harmless against claim, loss, or damage arising out of the condition of such premises or utilities.
6. **TAXES** Customer shall pay sales, use, property, gross receipts or any other taxes imposed upon the transaction, products sold and/or installation, wherever payable, whether levied upon the Customer or BRX. "Product Sold" shall include any products in transit to or on the premises of the Customer, or held under the agreement for delivery to Customer.
7. **SHIPMENT** Except for obligations under warranty, BRX's responsibility for products ceases and title and risk of loss passes to Customer upon delivery to the inland carrier where delivery is specified. F.O.B. Point of Shipment and upon delivery at destination where delivery is specified F.O.B. Destination. In the former case, Customer is advised to insure the product to their full respective value. In the event of loss or damage during shipment where shipment is F.O.B. Point of Shipment, Customer's claim should be made against the carrier. For the Customer's own protection, it is urged that all products be carefully inspected immediately upon receipt and in the event of damage, notice of claim be filed with the carrier without delay. Such notice should also be given to BRX, so that BRX can cooperate with the Customer in the protection of the Customer's interest.
8. **RETURNS** Merchandise is not to be returned unless authorization in writing has been secured from authorized personnel of BRX.
9. **DELIVERY** When delivery of the product is delayed beyond the Customer's specified delivery date at the request of the Customer, and the manufacture of the products has been complete, the products will be placed in storage by BRX at an appropriate warehouse at Customer's expense and BRX will immediately invoice the Customer for the balance due. Delivery schedules are approximate and are based on conditions prevailing at the time of acceptance. BRX will make every effort to complete shipments as indicated, but assumes no responsibility or liability for loss or damage by reasons including, but not limited to, delay or inability to ship or install, caused by Acts of God, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carrier, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities, or any other cause or cause beyond BRX's control. Should manufacture, delivery or installation be delayed in whole or in part, BRX's time for performance shall be extended by the duration of the delaying cause.
10. **TERMINATION** If the Customer shall for any reason terminate this order in whole or in part, the notice of termination must be given in writing to BRX. BRX shall thereupon cease work and the Customer shall pay BRX the following: (a) The price provided in the order for all products which have been especially manufactured, modified or ordered by BRX on a non-cancelable prior to termination and which conform to the provisions of the purchase order. Such product shall be delivered to the Customer; (b) Actual expenditures made by BRX in connection with the uncompleted portion of the order, including reasonable cancellation charges.
11. **WARRANTY** BRX provides specific warranties with respect to Equipment sold hereunder. The applicable warranties for the Equipment described in the agreement is set forth in Exhibit A, attached hereto and are available at any time upon request of the Customer. Used Equipment, when sold, is sold "as is" and without any warranty. BRX neither assumes nor has authorized any person to assume for it any other warranty or liability in connection with the equipment. In the Warranties, first use is defined as that point in installation where equipment is available for ganful use by the Customer. All product or parts, furnished by third parties are not warranted by BRX except that BRX will use its best efforts to extend to the Customer, the manufacturer's warranty, and if any, given at the time of delivery. The warranties referenced in this section are a guarantee in lieu of any other warranties, express or implied, including without limitation any warranty of merchantability or fitness for particular purpose, and in lieu of any other obligations or liability on the part of BRX.
12. **LIABILITY** In no event shall BRX be liable for special, indirect or consequential damages by reason of any act or omission or arising out of or in connection with the equipment or its sale, delivery, installation, maintenance, operation, performance or use, including without limitation any loss of use, lost revenues, lost profits, cost of capital damages to associated equipment or to facilities, costs of substitute products, facilities or services, costs associated with down time, cost of replacement power, and any similar or dissimilar losses, cost or damages. Any claim or recovery of any kind shall not be greater in amount than the replacement cost, including shipping and installation cost for product with respect to which claim or recovery is made.
13. **INTELLECTUAL PROPERTY AND SOFTWARE UPGRADES** No rights to any intellectual property residing in the products, software, documentation, or any data furnished hereunder are granted except the right to use such intellectual property only in the use of said products. Customer will use the same standard of care to protect BRX confidential information as it uses to protect its own confidential information. Customer recognizes that among other things, computer software furnished for use with the products is confidential information belonging to BRX or third parties whom BRX is under an obligation not to disclose such confidential information except to certain authorized parties, such as the Customer. Customer shall have no right to copy, reproduce or disclose to others in whole or in part any of the above without written permission of BRX. With respect to all software furnished for use with the products, Customer agrees in the terms of BRX application Software License Agreement and agrees to execute the same. The Equipment quoted may not be adequate for the hardware requirements for any software upgrades for this Equipment. BRX software is offered on the basis that (a) the Equipment includes only those subsystems and components certified by BRX and (b) Customer will maintain the configuration of the Equipment as it was originally designed and manufactured. Except for possible future upgrades of Equipment hardware as may be required to accommodate any future software upgrade, software for the Equipment may not perform as intended on Equipment modified by unauthorized personnel or on Equipment which includes subsystems or components not certified by BRX. BRX will not assume any liability or responsibility with respect to any substitution or modification of software, components or subsystems. In the event of any modification or substitution made without the prior written consent of any officer at BRX, all warranties associated with the software and hardware shall be cancelled and void.
14. **ASBESTOS AND OTHER TOXIC SUBSTANCES** BRX assumes no hazardous waste (i.e. PCB's in existing transformers) exists at the site. If any hazardous material is found, it shall be the sole responsibility of the Customer to properly remove and dispose of this material at its expense. Any delays caused in the project for this special handling shall result in BRX time period for completion being extended by a like period of time. BRX assumes that no asbestos material is involved in the project in any manner, including but not limited to any ceiling, walls or floors. If any asbestos material is found anywhere on site, it shall be the Customer's sole responsibility to properly remove and/or make safe this condition at the Customer's sole expense.
15. **CHANGES** In the event in which the Customer requires changes which add to BRX cost. The price of the products as shown on the face hereof will be increased and the delivery date will be extended by the amount of the delay, which such change causes in such delivery date. BRX will notify Customer as soon as practicable of the amount of such increase in price or extension of delivery date but BRX right to receive such increase in price or extension in delivery dates will not depend upon BRX asserting a claim under this clause within any particular time limit.
16. **PRODUCTS OPERATION** Customer agrees that all products purchased hereunder shall be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with BRX written instructions and of the purpose for which the products were intended and, further, in compliance with the standards of the National Bureau of Standards and the Department of Health and Human Services, as revised from time to time. Customer agrees to indemnify and hold BRX harmless from and against all claims, demands, actions, causes or actions, judgments and costs, including reasonable attorney's fees, arising out of or in connection with the operation of the products by the Customer, unless caused by BRX negligence.
17. **COMPLIANCE WITH LAWS** BRX agrees to observe and comply with all applicable federal, state and local, law rules and regulations in the performance of this order and specifically represents that any products to be delivered hereunder will comply with all applicable requirements of the Fair Labor Standards Act as amended. In the event that any regulatory activity is performed by other than BRX personnel, Customer shall be responsible for fulfilling a duty and all reporting requirements. BRX shall not be responsible for any regulatory activity performed by its personnel.
18. **APPLICABLE LAW** The terms under this agreement will be interpreted under the law of the State of North Carolina, without regard to principles of choice of law.
19. **ERRORS** All stenographic, clerical or other errors are subject to correction.
20. All reconditioned and used equipment quoted is subject to availability, and mutually agreed upon terms and conditions.
21. All warranties offered in this quotation are void if the terms of payment are not met.

Existing



120 Vista Boulevard
Arden, North Carolina
28704
Phone (828) 681-9729
Fax (828) 681-8384

QUOTATION

Blue Ridge X-Ray Company, Inc. is pleased to submit the following 3 page 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.

To **SONO CARE**

Address **125 B WAMSUTTA MILL RD.**
MORGANTON, NC. 28655

Quotation # **13542** Date **6/4/2013**

Account Executive **MATT CLEVINGER** Office **ARDEN**

Attention **PAM QUEEN**

PLEASE CONSIDER THE FOLLOWING QUOTATION FOR A CR SYSTEM WITH WORKSTATION FOR VIEWING AND STORAGE FOR YOUR FACILITY. PRICE INCLUDES INSTALLATION.

FUJI Prima-T2 IIP COMPUTED RADIOGRAPHY SYSTEM

CAT#	QTY	DESCRIPTION
X-PRIMAT2	2	Prima Reader Unit including: Throughput speeds of up to 47 plates per hour. Small Footprint: 2.5 sq. ft (22"W x 24" D x 15" H) 86 lbs Single Cassette Insertion 6 Outlet surge protection power strip 110 VaC operation

Ver.6/13JS

Enter Above as a Firm Order subject to the terms and conditions on the back of this form.

REQUESTED DELIVERY DATE: _____

CUSTOMER'S ACCEPTANCE:
BY Pam Queen
DATE 6-5-13

This Quotation Valid For 30 Days.
Terms of Delivery: F.O.B. U.S. Point of Shipment
Terms of Payment: 20% Down Payment with order, 70% due upon delivery of major components necessary to start installation, 10% due upon availability for first use.
All warranties offered in this quotation are void if the terms of payment are not met.

PRICE	\$	52,500.00
FREIGHT	\$	500.00
SUB TOTAL	\$	53,000.00 52,500.00
SALES TAX	\$	Calculated at invoice
TOTAL	\$	_____
WARRANTY:		<u>2</u> YR. PARTS & LABOR

DESCRIPTION

2	2	<p>Flash IIP PC Workstation for Image Acquisition and Review: Hardware including desktop CPU (3.2 GHz, 1 G RAM, 160G HDD), keyboard, mouse, 19 in. color touch screen LCD monitor (1280x1024, 700:1 Contrast Ratio). Barcode Reader for Cassette/Patient Identification Image previews as the IP is scanned for quick positioning checks before the next exam DICOM Worklist Management for interface to Dicom compliant RIS/HIS (Specified with order). DICOM CR Store for connectivity to PACS DICOM Print-enables printing from the Flash IIP Workstation to a DICOM printer (Specified with order). QC adjustments including exam reprocessing, sensitivity, latitude, density, and contrast FNC (Flexible Noise Control)- advanced image processing for intelligent suppression of noise without loss of diagnostic information or sharpness MFP (Multi-Frequency Processing)-sophisticated imaging processing providing overall density uniformity for all anatomical regions Technologist editing tools such as automatic and manual shutters (black borders) and movable annotation markers Basic Security features-customizable technologist log in/log out & user restrictions Statistical Analysis reporting-Text file download of patient image database, including reason for image rejection coding, for reject or other performance analyses DICOM CD exporting software. Enables users to burn CD's with an embedded DICOM Viewer Free Text Annotation-commenting text annotation marker capability Image Magnification-enhance full scree, magnification and zoom image display tools.</p>
3	4	10" x 12" Cassette Type CCB with ST V1 Image Plates
4	4	14" x 17" Cassette Type CCB with ST V1 Image Plates
5	1	Sesmic Bracket

CONDITIONS OF SALE

1. **CONTROLLING PROVISIONS.** These terms and conditions and attachments shall govern the transaction described on the face hereof and shall amend any terms and conditions of Customer's order to the extent that a contract exists. In the absence of a written acceptance of any products covered by the order shall constitute an acceptance of these terms and conditions. Notwithstanding alteration or modification of these provisions or any of the terms of the order shall be valid unless made in writing and signed by an officer or other authorized representative of Blue Ridge X-Ray Company, Inc. (BRX). This order is not assigned by Customer without BRX's written consent, and any such assignment to a leasing company or other third party shall be subject exclusively to these terms and conditions.
2. **ACCEPTANCE.** Quotations and orders are not binding until accepted by BRX in writing in its headquarters in Asheville, NC. BRX shall not be responsible for performance figures or characteristics given in any source other than the specifications attached herein. No advertisement, catalogues or other publications or statements as to the performance of the equipment other than the specifications shall form part of the Agreement.
3. **PRICES.** Unless product changes after the date hereof, the prices shown on the face hereof are firm for the quantities listed, provided equipment ordered is scheduled for delivery within the Customer's specified shipping date as stated on the face hereof, and delivery is accepted within that time. For all orders scheduled for delivery beyond the specified date or if no date is specified by the Customer, BRX will invoice and customer will pay prices in effect at the time of shipment. The cost of any special handling caused by customer's requirements or requests or the cost of complying with the particular requirements of any local electric or building codes shall be added to the amount of the order. No cash discounts or other allowances will apply to this order.
4. **PAYMENTS.** If payment is not made in cash in accordance with standard terms of payment, BRX reserves a security interest in and to the product purchased hereunder and the Customer shall execute a financing statement, security agreement, conditional sales agreement, chattel mortgage, lease and/or any other document requested by BRX. Terms are net thirty (30) days from the date of the invoice, unless otherwise agreed. A finance charge of 1.5% per month not to exceed the maximum rate by law, shall be made on any portion of the customer's outstanding balance which is not within thirty (30) days of the invoice date.
5. **INSTALLATION.** Price covers normal installation work, unless otherwise specified on the face hereof. If the installation of the products is delayed for any reason for which BRX is not responsible, shall for payment purposes be considered to be completely installed thirty (30) days after notice of such delay by Customer or a field installation has actually been delayed a total of thirty (30) days and any unpaid balance shall then be payable to BRX. If installation is included, BRX agrees to install ready for use on the premises designated by the Customer, the product is covered by the transaction and to connect it to safety switch or breaker to be installed by the Customer. The Customer shall provide all necessary plumbing, carpenter work, or conduit wiring required in area and install products ready for use. Customer shall obtain all permits and licenses required by federal, state or local authorities in connection with the installation and operation of the products and shall bear any expense in obtaining same or complying with any related rules, regulations, ordinances and statutes. The Customer shall be solely responsible, at its expense, for preparation of the site, including any required structural alterations. The site preparation shall be in accordance with plans and specifications approved by BRX as being suitable for the equipment and in compliance with all safety electrical and building codes relevant to the equipment and its installation. Sufficiency of such plans and specifications, specifically including but not limited to the accuracy of the dimensions described therein, shall be the sole responsibility of the Customer. The Customer shall advise BRX of conditions at or near the site that would adversely affect the carrying out of the installation work and shall ensure that such conditions are corrected and that the site is fully prepared and available to BRX before the installation work is due to begin. The Customer shall likewise be responsible, at its expense for any work required to be done to the site during and after the installation work including any structural alterations, restoration and redecoration of the premises. The Customer shall assist BRX, at no charge in moving the equipment from the entrance of the customer's premises to the site. The Customer shall provide at its own expense, all necessary carpentry, water supply, plumbing, piping, tracing, electrical power supply, power cable access points as specified by BRX, air conditioning and such other services, facilities, and working conditions as in the opinion of BRX are needed for the installation and operation of the equipment. The above will be provided by the Customer from the time installation work is due to commence throughout the period when the equipment is being installed and put into operation. BRX assumes no liability nor offers any warranty for the fitness or adequacy of the premises or the utilities available at the premises in which the equipment is not to be installed, used or stored. The customer agrees to identify and hold BRX harmless against claims, loss, or damage arising out of the condition of such premises or utilities.
6. **TAXES.** Customer shall pay sales, use, property, gross receipts or any other taxes imposed upon the transaction, products sold and/or installation, whenever payable, whether levied upon the Customer or BRX. "Product to Sold" shall include any products in transit to or on the premises of the Customer, or held under this agreement for delivery to Customer.
7. **SHIPMENT.** Except for obligation under warranty, BRX's responsibility for products, cases and title and risk of loss passes to Customer upon delivery to the inland carrier where delivery is specified.
8. **F.O.B. Point of Shipment and upon delivery at destination where delivery is specified F.O.B. Destination.** In the former case, Customer is advised to insure the product to their full respective value. In the event of loss or damage during shipment where shipment is F.O.B. Point of Shipment, Customer's claim should be made against the carrier. For the Customer's own protection, it is urged that all products be carefully inspected immediately upon receipt and in the event of damage, notice of claim be filed with the carrier without delay. Such notice should also be given to BRX, so that BRX can cooperate with the Customer in the protection of the Customer's interest.
9. **RETURNS.** Merchandise is not to be returned unless authorization in writing has been secured from authorized personnel of BRX.
10. **DELIVERY.** When delivery of the product is delayed beyond the Customer's specified delivery date at the request of the Customer and the manufacture of the products has been complete, the products will be complete, the products will be placed in storage by BRX at an appropriate warehouse at Customer's expense and BRX will immediately invoice the Customer for the balance due. Delivery schedules are approximate and are based on conditions prevailing at the time of acceptance. BRX will make every effort to complete shipments as indicated, but assumes no responsibility or liability for loss or damage by reasons including, but not limited to, delay or inability to ship or install, caused by Acts of God, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carrier, subcontractors or suppliers, a voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities, or any other cause or causes beyond BRX's control. Should manufacture, delivery or installation be delayed in whole or in part, the notice of termination must be given in writing to BRX. BRX shall thereupon cease work and the Customer shall pay BRX the following: (a) The price provided in the order for all products which have been especially manufactured, modified or ordered by BRX on a non-cancelable prior to termination and which conform to the provisions of the purchase order. Such products shall be delivered to the Customer; (b) Actual expenditures made by BRX in connection with the uncompleted portion of the order, including reasonable cancellation charges.
11. **WARRANTY.** BRX provides specific warranties with respect to Equipment sold hereunder. The applicable warranties for the Equipment described in the agreement is set forth in Exhibit A, attached hereto, and are available at any time upon request of the Customer. Used Equipment, when sold, is sold "as is" and without any warranty. BRX neither assumes nor has authorized any person to assume for it any other warranty or liability in connection with the equipment. In the Warranties, first use is defined as that point in installation where equipment is available for gainful use by the Customer. All product or parts, furnished by third parties are not warranted by BRX except that BRX will use its best efforts to extend to the Customer, the manufacturer's warranty, and if any, given at the time of delivery. The warranties referenced in this section are expressly in lieu of any other warranties, express or implied, including without limitation any warranty of merchantability or fitness for particular purpose, and in lieu of any other obligations or liability on the part of BRX.
12. **LIABILITY.** In no event shall BRX be liable for special, indirect or consequential damages, by reason of any act or omission or arising out of or in connection with the equipment or its sale, delivery, installation, maintenance, operation, performance or use, including without limitation any loss of use, lost revenues, lost profits, cost of capital damages to associated equipment or to facilities, costs of substitute products, facilities or services, cost associated with down time, cost of replacement power, and any similar or dissimilar losses, cost or damages. Any claim or recovery of any kind shall not be greater in amount than the replacement cost, including shipping and installation cost for product in which claim or recovery is made.
13. **INTELLECTUAL PROPERTY AND SOFTWARE UPGRADES.** No rights to any intellectual property residing in the products, software, documentation, or any data furnished hereunder are granted except the right to use such intellectual property only in the use of said products. Customer will use the same standard of care to protect BRX confidential information as it uses to protect its own confidential information. Customer recognizes that, among other items, computer software furnished for use with the product is confidential information belonging to BRX or third parties whom BRX is under an obligation not to disclose such confidential information except to certain authorized parties, such as the Customer. Customer shall have no right to copy, reproduce or disclose to others in whole or in part any of the above without written permission of BRX. With respect to all software furnished for use with the product, Customer agrees to the terms of BRX Application Software License Agreement and agrees to execute the same. The Equipment quoted may not be adequate for the hardware requirements for any software upgrades for this Equipment. BRX software is offered on the basis that (a) the Equipment includes only those subsystems and components certified by BRX and (b) Customer will maintain the configuration of the Equipment as it was originally designed and manufactured. Except for possible future upgrades of Equipment hardware as may be required to accommodate any future software upgrade, software for the Equipment may not perform as intended on Equipment modified by unauthorized personnel or on Equipment which includes subsystems or components not certified by BRX. BRX will not any liability or responsibility with respect to any substitution or modification of software, components or subsystems. In the event of any modification or substitution made without the prior written consent of any officer at BRX, all warranties associated with the software and hardware shall be deemed null and void.
14. **ASBESTOS AND OTHER TOXIC SUBSTANCES.** BRX assumes no hazardous waste (i.e. PCB's in existing transformers) exists at the site. If any hazardous material is found, it shall be the sole responsibility of the Customer to properly remove and dispose of this material at its expense. Any delays caused in the project for this special handling shall result in BRX time period for completion being extended by a like period of time. BRX assumes that no asbestos material is involved in the project in any manner, including but not limited to any ceiling, walls or floors. If any asbestos material is found anywhere on site, it shall be the Customer's sole responsibility to properly remove and/or make safe this condition at the Customer's sole expense.
15. **CHANGES.** In the event in which the Customer requires changes which add to BRX cost. The price of the products as shown on the face hereof will be increased and the delivery date will be extended by the amount of the delay, which such change causes in such delivery date. BRX will notify Customer as soon as practicable of the amount of such increase in price or extension of delivery date but BRX right to receive such increase in price or extension in delivery dates will not depend upon BRX asserting a claim under this clause within any particular time limit.
16. **PRODUCTS OPERATION.** Customer agrees that all products purchased hereunder shall be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with BRX written instructions and of the purpose for which the products were intended and, further, in compliance with the standards of the National Bureau of Standards and the Department of Health and Human Services, as revised from time to time. Customer agrees to indemnify and hold BRX harmless from and against all claims, demands, actions, causes of actions, judgments and costs, including reasonable attorney's fees, arising out of or in connection with the operation of the products by the Customer, unless caused by BRX negligence.
17. **COMPLIANCE WITH LAWS.** BRX agrees to observe and comply with all applicable federal, state and local laws, rules and regulations in the performance of this order and specifically represents that any products to be delivered hereunder will comply with all applicable requirements of the Fair Labor Standards Act, as amended. In the event that any regulatory activity is performed by other than BRX personnel, Customer shall be responsible for fulfilling any and all reporting requirements. BRX shall only report activity performed by its personnel.
18. **APPLICABLE LAW.** The terms under this agreement will be interpreted under the law of the State of North Carolina, without regard to principles of choice of law.
19. **ERRORS.** All typographic, clerical or other errors are subject to correction.
20. All reconditioned and used equipment quoted is subject to availability, and mutually agreed upon terms and conditions.
21. All warranties offered in this quotation are void if the terms of payment are not met.

Existing



PO Box 2097
Gibsonton, FL 33534-2097
Phone 813-677-8790/800-330-5323
Fax 813-671-1865

Invoice

Date	Invoice #
9/6/2013	ML 2526

Sold To	Ship To
SonoCare, LLC 125B Wamsutta Mill Rd. Morganton, NC 28655 <i>Pd Visa</i>	SonoCare, LLC 125B Wamsutta Mill Rd. Morganton, NC 28655 828-430-3511

Terms	Ship Via	F.O.B.	Ship Date	Rep	P.O. #	S.O. #
Credit Card	Common Carrier	Origin	9/13/2013	ML		1786

A-Fabco Contact	Marty Lewis	A-Fabco Email Address	marty.lewis@afabxray.com
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Qty	Item Code	Description	Unit	Amount
10	1051	GWB panel, 2#, 4' x 8' x 5/8", type "X", with 1/32" lead to 7'-0"	160.00	1,600.00
4	1131	GWB panel, 4#, 4' x 8' x 5/8", type "X", with 1/16" lead to 7'-0"	259.00	1,036.00
2	1281	GWB panel, 4#, 4' x 8' x 5/8" type "X", with 1/16" lead to 8'-0"	310.00	620.00
16	Battstnd	Lead batten strip and scrap for penetrations, included	0.00	0.00
1	pallet	Palletizing materials, wrapping, banding or protecting for common carrier shipment	140.00	140.00
1	Delivery	Delivery via common carrier please allow 7 to 10 days for delivery	485.26	485.26

Customer Contact Pam Queen 828-430-3513

Pd Visa 9/6/13

If payment is not received by the due date, a 1.5% late charge will be assessed per month.

Subtotal \$3,881.26

Web Site

Sales Tax (0.0%) \$0.00

www.afabxray.com

Total \$3,881.26

Existing



PO Box 2097
 Gibsonton, FL 33534-2097
 Phone 813-677-8790/800-330-5323
 Fax 813-671-1865

Invoice

Date	Invoice #
9/10/2013	ML 2553

Sold To	Ship To
SonoCare, LLC 125B Wamsutta Mill Rd. Morganton, NC 28655	SonoCare, LLC 125B Wamsutta Mill Rd. Morganton, NC 28655

Terms	Ship Via	F.O.B.	Ship Date	Rep	P.O. #	S.O. #
Credit Card	Common Carrier	origin	9/16/2013	ML		1795

A-Fabco Contact	Marty Lewis	A-Fabco Email Address	marty.lewis@afabxray.com
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Qty	Item Code	Description	Unit	Amount
1	871	1/16" LL HM Frame 16 ga. 3'0" x 7'0" x 5 3/4" (4 7/8" throat) Hand_RHI__ Knock Down, Preps: Steelcraft locations, Continuous Roton Hinge, ASA	345.00	345.00
1	611	1/16" Lead Lined Rotary Natural Birch Door 3'0" x 7'0" x 1 3/4" Hand_RHI__ Preps: Steelcraft locations; Roton Continuous Hinge, 161 w/ 2 3/4" BS	750.00	750.00
1	1491	Hager 780-112LL Roton continuous geared hinge, 83", Clear Anodized	160.00	160.00
1	pallet	Palletizing materials, wrapping, banding or protecting for common carrier shipment (000 #)	125.00	125.00
1	Delivery	Delivery via common carrier Allow 7 to 10 days for delivery Price is good thru September 2013	417.00	417.00
		Customer Contact Pam Queen 828-430-3513		

If payment is not received by the due date, a 1.5% late charge will be assessed per month.		Subtotal	\$1,797.00
Web Site		Sales Tax (0.0%)	\$0.00
www.afabxray.com		Total	\$1,797.00

*Diagnostic
Physics
Inc.*

Existing

P.O. Box 49587
Charlotte, NC 28277

Phone 704-541-9628
Fax 704-541-2843

November 19, 2013

Radiology Compliance Branch
NC Radiation Protection Section - DHHS
1645 Mail Service Center
Raleigh, North Carolina 27699-1645

SUBJECT: Retrospective Plan Review for SonoCare, LLC
Pam Queen, President
DRGEM Radiographic Unit or equivalent with CR system

FACILITY LOCATION: SonoCare, LLC
125 Wamsutta Mill Road, Suite B
Morganton, North Carolina 28855

Below please find a Retrospective Plan Review for the new radiographic equipment installation at SonoCare, LLC located in Morganton, North Carolina. SonoCare installed a new DRGEM radiographic unit in a single story wood frame structure. The retrospective plan corrects the adjoining use of Barrier EFG from Exam Room to Equipment Room. The equipment and workload considerations used in this plan review are as follows:

DRGEM Radiographic Unit Radiographic Unit:

X-ray Equipment:	DRGEM Radiographic Unit or equivalent
Max kVp:	125 (calculations based on 100 kVp)
Max mA:	400
Expected Maximum Workload	200 mA-minutes per week

General Design Requirements:

- All barrier shielding shall extend from the finished floor to a height of at least 7 feet. There shall be no penetrations in the barrier shielding.
- All shielded barriers, including view windows and frames, doors and door frames, shall be of the specified shielding equivalencies or greater and shall have no voids. Any penetrations in the shielding shall be designed to afford the same shielding equivalency as specified for that barrier.
- The x-ray control console shall be located in a protected area. The operator shall remain in the protected area during all exposures. The operator must be capable of viewing the patient and the control panel from the protected position during all radiographic exposures. The patient will be viewed using a view window installed in the operator control wall, Barrier AB, as indicated on the attached drawing.
- The exposure control button shall be located at least 40 inches from the edge of the control wall so that the operator is restricted to the protected position during all radiographic procedures.
- Only one patient shall be present in the room during radiographic procedures.
- The room shall be posted with an appropriate radiation warning sign. Please visit the North Carolina Radiation Protection Section website at <http://www.ncradiation.net/Xray/xray.htm> for more details and other guidelines.
- This plan review is specific for the above stated workload, room design, equipment layout and occupancy of the adjacent areas as indicated on the attached drawing. If any of these parameters are changed, the shielding will require re-evaluation by a qualified physicist.

Specific Shielding Requirements:

The following recommendations are based on the above stated workload of 200 mA minutes per week for the radiographic unit. The shielding recommendations are based on calculations performed in accordance with the recommendations of NCRP Report 147 and the limits of 15A NCAC 11. Please refer to the attached diagram for barrier references.

DRGEM Radiographic Unit:

Barrier	Type	Area	Occupancy	Distance to Barrier (ft)	Required Barrier Shielding
AB Operator Control Wall and View Window	Secondary	Controlled	Full (1)	9'	1/16 inch lead equivalent shielding required for wall and view window.
BC Operator Control Wall	Secondary	Controlled	Full (1)	9'	Three Layers of 5/8 inch gypsum wallboard or 1/32 inch lead equivalent shielding required for wall.
CD Corridor Wall	Secondary	Uncontrolled	Partial (1/5)	13'	Three Layers of 5/8 inch gypsum wallboard or 1/32 inch lead equivalent shielding required for wall.
DE Exterior Wall and Windows	Secondary	Uncontrolled	Occasional (1/40)	5.75'	Fiber cement exterior with standard plate glass windows adequate for wall.
EF Equipment Room Wall	Primary	Uncontrolled	Partial (1/2)	7.5'	1/16 inch lead equivalent shielding required for wall.
FG Equipment Room Wall	Secondary	Uncontrolled	Partial (1/2)	8'	1/32 inch lead equivalent shielding required for wall.
GH Corridor Wall	Secondary	Uncontrolled	Partial (1/5)	11.5'	1/32 inch lead equivalent shielding required for wall.
HI Room Door	Secondary	Uncontrolled	Partial (1/8)	11'	18 gauge steel or 1/32 inch lead equivalent shielding required for door.
IJ Corridor Wall	Secondary	Uncontrolled	Partial (1/5)	11'	1/32 inch lead equivalent shielding required for wall.
Floor	NA	NA	NA	NA	Not applicable: no occupancy below.
Ceiling	NA	NA	NA	NA	Not applicable: no occupancy below.

If there are any questions please contact me at 704-541-9628. Thank you for your assistance in this matter.

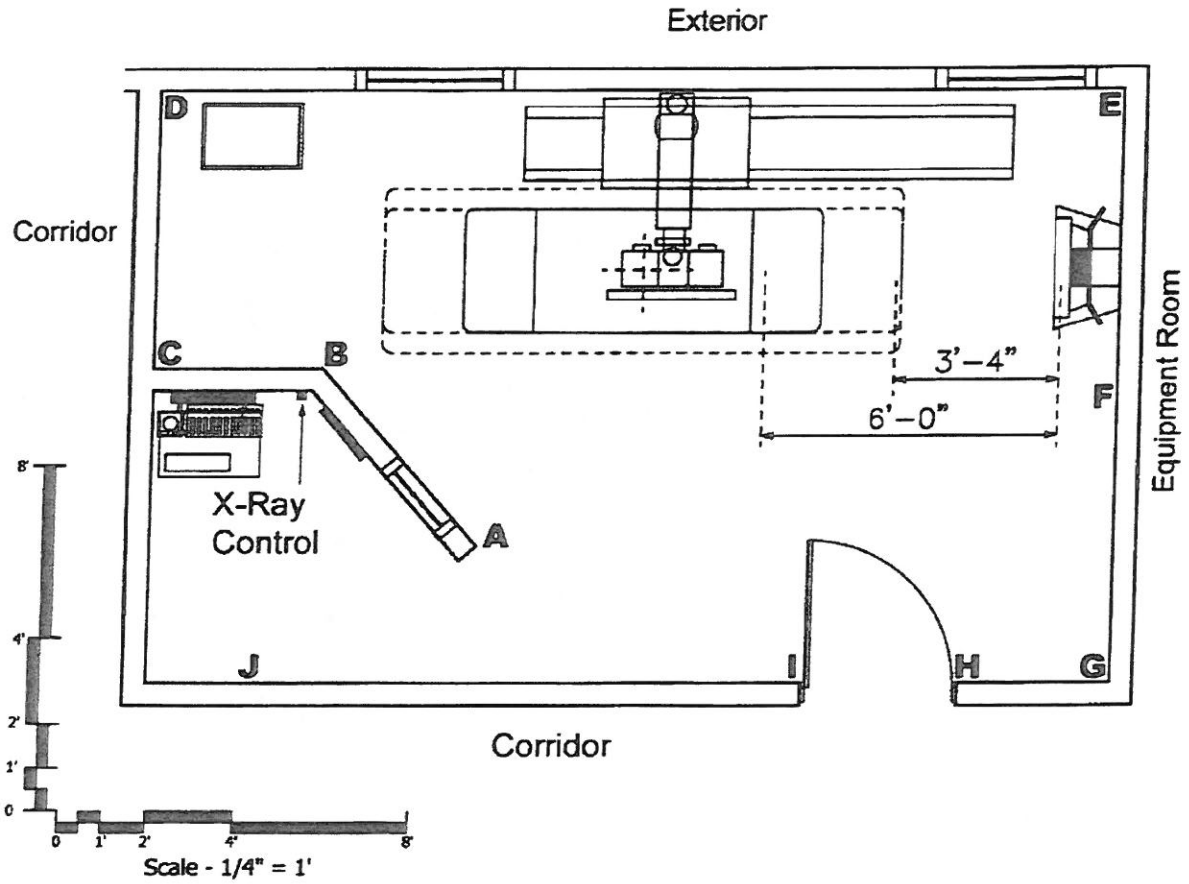
Sincerely,



Buddy Franklin, BEDA
 Diagnostic Physics, Inc.
 N.C. Registration S000581

cc: Pam Queen, President
 SonoCare, LLC

November 19, 2013



North Carolina Department of Health and Human Services
 Division of Health Service Regulation
RADIATION PROTECTION SECTION
Radiology Compliance Branch

SHIELDING PLAN REVIEW FORM

Shielding Plan Preparer Information:

Shielding Plan Review Mailbox

Company Name		Address	
Diagnostic Physics, Inc.		P.O. Box 49587, Charlotte, NC 28277	
Registration #	Phone Number	Submitter Name	Email Address
S000581	704-541-9628	Buddy A. Franklin	Buddy-DPI@carolina.rr.com

Facility Information: †Please select facility status: Initial (never registered) Existing (currently registered) Relocation (existing facility moving to a new location)

Facility Name		Registration #	Facility Status†	
SonoCare, LLC			Initial	
Current Physical Address of Facility		City	State	Zip
125 Wamsutta Mill Road, Suite B		Morganton	NC	28855
New Address if Relocating Facility		City	State	Zip
Mailing Address of Contact		City	State	Zip
125 Wamsutta Mill Road, Suite B		Morganton	NC	28855
Contact Name		Phone Number		Email Address
Pam Queen, President		828-430-3511		

Remarks: SonoCare, LLC installed a DRGEM radiographic unit in a new imaging facility located in Morganton, North Carolina. The Retrospective Plan Review corrects the adjoining use of Barrier EFG.

Equipment Information:

*Select Equipment Status: R (Replacement) RL (Relocation of existing unit) N (First time equipment installed in this location/ room)
 ** Select Facility Type: M (Medical & Dental extra-oral) D (Dental intraoral & Panorex) V (Veterinary)

Room #s	Manufacturer	*Equipment Status	kVp	mA	mA*min /week	**Facility Type	Proposed Date of Installation
	DRGEM Radiographic Unit	N	125	400	200	M	<i>Installed</i>
		Select one				Select one	<i>Click here</i>
		Select one				Select one	<i>Click here</i>
		Select one				Select one	<i>Click here</i>

RPS USE ONLY

Plan Number		Name/ Address on each page of shielding plan	<input type="checkbox"/>	Reviewer	
Submitted Date		Barriers Identified (primary & secondary)	<input type="checkbox"/>	Acknowledged	<input type="checkbox"/>
Ready for Review Date		Construction Material Identified	<input type="checkbox"/>	Denied	<input type="checkbox"/>
Drawings Legible	<input type="checkbox"/>	Scale Identified/ correct	<input type="checkbox"/>	Date Letter Mailed	
Preparer Registered	<input type="checkbox"/>	Location of doors, windows, mirrors, image receptor, exposure switch and x-ray tube	<input type="checkbox"/>	Application Mailed	<input type="checkbox"/>
				NOR Mailed	<input type="checkbox"/>
				File	<input type="checkbox"/>

Remarks:



D *Diagnostic*
P *Physics*
I *nc.*

P.O. Box 49587
Charlotte, NC 28277

Phone 704-541-9628
Fax 704-541-2843

November 19, 2013

Pam Queen, President
SonoCare, LLC
125 Wamsutta Mill Road, Suite B
Morganton, North Carolina 28855

RE: Post Installation Survey
SonoCare, LLC
Survey Completed on: November 15, 2013

Dear Pam:

Enclosed please find the radiation survey of the new radiographic unit installed at your SonoCare office located at 125 Wamsutta Mill Road, Morganton, North Carolina. This survey was completed on November 15, 2013.

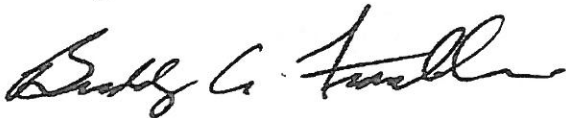
The barrier shielding is sufficient to protect members of the general public and occupationally exposed individuals in accordance with ALARA considerations; however, the adjoining use at Barrier EFG is being used as an Equipment Room rather than an Exam Room as originally shown in the plan review. A Retrospective Plan Review was required to be submitted to DHHS showing the correct adjoining use.

These survey results are specific for the equipment layout, workload, and occupancy of the adjacent areas on the date of the survey. If any of these parameters are changed in the future, the shielding may require re-evaluation by a qualified physicist.

The state radiation protection regulations are available on line at www.ncradiation.net. You may also order a copy of the regulations from the agency. You should review the state website for additional information and assistance with developing your radiation safety program.

This survey report should be maintained on file in your radiation safety records for review during future regulatory inspections. Please feel free to contact me at 704-541-9628 if I may be of additional assistance to you. It is a pleasure working with you.

Sincerely,



Buddy Franklin, BEDA
Diagnostic Physics, Inc.
N.C. Registration S000581

POST-INSTALLATION RADIATION SURVEY AND SHIELDING EVALUATION REPORT

REGISTRANT NAME: SonoCare, LLC
 Pam Queen, President
 FACILITY ADDRESS: 125 Wamsutta Mill Road, Suite B
 Morganton, North Carolina 28855
 EQUIPMENT/ROOM: Radiographic Room DRGEM/Pinnacle Radiographic Unit
 SURVEY PERFORMED BY: Buddy Franklin, BEDA
 Diagnostic Physics, Inc. N.C. Registration S000581
 SURVEY INSTRUMENT: Ludlum 9DP, SN 25003309 Calibration Date: 5/20/2013
 SURVEY DATE: November 15, 2013
 SURVEY TECHNIQUE: 100 kVp 62.5 mAs
 WORKLOAD: 200 mA-min/wk (per revised plan review dated 9/23/2013)
 OTHER PARAMETERS: Patient scatter phantom in beam.
 40" SID 14" x 17" Field Size

Survey Location	Description	Survey Result (mrem)		Occupancy	Annual Dose (mrem)	Compliance
		Table	Upright			
AB, Edge of Control Wall	Controlled	0.1503	0.0975	1	1316.16	Reference Only
AB, Control Wall	Controlled	0.0027	0.0021	1	24.48	Satisfactory
AB, View Window	Controlled	0.0017	0.0021	1	17.28	Satisfactory
AB, Operator Position	Controlled	0.0017	0.0053	1	24.96	Satisfactory
BC, Control Wall	Controlled	0.0013	0.0009	1	11.52	Satisfactory
CD, Corridor Wall	Uncontrolled	0.0003	0.0008	0.2	0.82	Satisfactory
DE, Exterior Wall	Uncontrolled	0.0649	0.0476	0.025	14.54	Satisfactory
DE, Exterior Window	Uncontrolled	0.0257	0.0747	0.025	9.11	Satisfactory
EF, Equipment Room Wall	Uncontrolled	0.0007	0.001	0.5	3.72	Satisfactory
FG, Equipment Room Wall	Uncontrolled	0.0004	0.0006	0.5	2.16	Satisfactory
GH, Corridor Wall	Uncontrolled	0.0008	0.0019	0.2	2.06	Satisfactory
HI, Room Door - Open	Uncontrolled	0.1007	0.1161	0.125	125.46	Reference Only
HI, Room Door - Closed	Uncontrolled	0.0004	0.0004	0.125	0.48	Satisfactory
IJ, Corridor Wall	Uncontrolled	0.0009	0.0007	0.2	1.63	Satisfactory
Area Above	N/A	N/A	N/A	N/A	N/A	N/A
Area Below	N/A	N/A	N/A	N/A	N/A	N/A

FINDINGS & COMMENTS:

1. The results of the survey indicate that all barriers provide adequate shielding.
2. This survey was completed following the installation of new radiographic equipment in a newly upfitted office.
3. The operator shall remain in the protected area during all exposures.
4. The exposure control on the console is located approximately 33 inches from the end of the control wall. The location of the exposure control is less than the minimum requirement of 40 inches; therefore, the exposure button shall be relocated to achieve the minimum distance as required.
5. The operator can view the patient and the control panel from the protected position.
6. The room door was posted with an appropriate radiation caution sign.
7. A Retrospective Plan Review was required due to the adjoining use at Barrier EFG being an Equipment Room rather than an Exam Room as originally indicated.
8. The survey results are based on the equipment layout, workload, and occupancy of the adjacent areas on the date of the survey. If any of these parameters are changed, the barrier shielding may require re-evaluation by a qualified medical physicist.

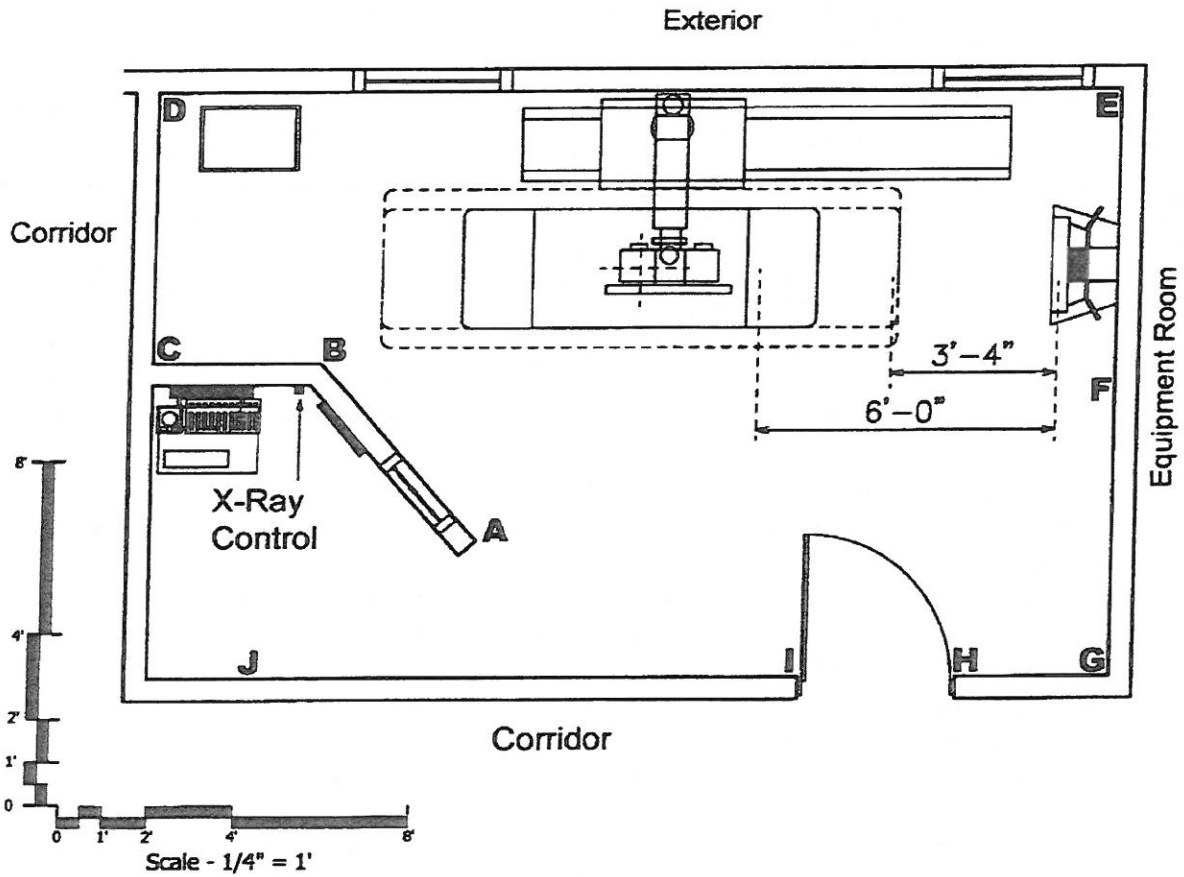
REGISTRANT NAME: SonoCare, LLC
FACILITY ADDRESS: 125 Wamsutta Mill Road, Suite B
Morganton, North Carolina 28855
EQUIPMENT/ROOM: Radiographic Room
DRGEM/Pinnacle Radiographic Unit



SURVEY PERFORMED BY: Buddy Franklin, BEDA

SURVEY DATE: November 15, 2013

ROOM DIAGRAM:



ATTACHMENT B
PROPOSED ADDITIONAL EQUIPMENT

Proposed

QUOTATION



120 Vista Boulevard
Arden, North Carolina
28704
Phone (828) 681-9729
Fax (828) 681-8384

Blue Ridge X-Ray Company, Inc. is pleased to submit the following 3 page 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.

To SonoCare, LLC

Address 125-B Wamsutta Mill Road
Morganton, NC 28655

Quotation # 12112017Matt

Date 12/11/2017

Account Executive Matt Clevenger

Office Arden

Attention

PLEASE CONSIDER THE FOLLOWING QUOTATION FOR A CT SCANNER SUITE FOR YOUR FACILITY. PRICE INCLUDES INSTALLATION TO A CUSTOMER PREPARED SITE.

This Offer is Subject to Confirmation, Due to Limited Availability of Pre-Owned Systems

**SIEMENS SOMATOM EMOTION
16 SLICE
Pre-Owned**

Table / Gantry:

- Metal Free Table
- Ultra Fast Ceramic Detector System (UFC Detector)
- Slim Gantry Design
- 70 CM Opening
- Slip – Ring Technology
- Gantry Tilt +/- 30 Degrees
- 450 lb.(200kg) Maximum Load

Generator:

- High Power X-Ray Generator Operating at 50 kW
- 6.0 MHU Tube

Enter Above as a Firm Order subject to the terms and conditions on the back of this form.

REQUESTED DELIVERY DATE: _____

CUSTOMER'S ACCEPTANCE: _____

BY _____

DATE _____

PRICE \$ 135,000.00

FREIGHT \$ TBD

SUB TOTAL \$ _____

SALES TAX \$ Calculated at invoice

TOTAL \$ _____

WARRANTY: see page 2

This Quotation Valid For 30 Days.
Terms of Delivery: F.O.B. U.S. Point of Shipment
Terms of Payment: 20% Down Payment with order, 70% due upon delivery of major components necessary to start installation, 10% due upon availability for first use.
All warranties offered in this quotation are void if the terms of payment are not met.

DESCRIPTION

Scan Parameters:

- Scan Times: 0.6 Sec., 1.0 Sec., 1.5 Sec.
- Reconstructed Slice Widths: 0.6mm, 1.2mm, 2.4mm, 3.6mm, 4.8mm, 5.0mm, 8.0mm, 9.6mm, 10.0mm, 16.0mm, 19.2mm
- Recon Time 8 Slices per 1 Second

Console Computer and Storage:

- Syngo User Software version VB38. This meets the requirements of XR29 as it is currently written and understood
- Care Dose
- Care Bolus
- Image Storage Hard Drives: 146 GB Image Storage / 350 GB Raw Storage
- Archival Storage: CD-R
- DICOM Send / Receive
- DICOM Basic Print
- DICOM Get Worklist (HIS/RIS)
- Uninterruptible Power Supply System for Console Computers

Accessory Items Include:

- Patient Comfort and Positioning Accessories
- Phantom and Phantom Holder
- Operator Manual
- Service Manual
- Includes 4 Days Clinical CT Application Training, Including Travel Time. Training during normal business hours

Rigging Charges are Not Included

Warranty: 6 Months Parts and Labor. Multi Year Service Contract is available after warranty expiration.

CONDITIONS OF SALE

1. **CONTROLLING PROVISIONS.** These terms and conditions and attachments shall govern the transaction described on the face hereof and shall amend any terms and conditions of Customers order to the extent that a contract exists. In the absence of a written acceptance of any products covered by the order shall constitute an acceptance of these terms and conditions. No waiver, alteration or modification of these provisions or any of the terms of the order shall be valid unless made in writing and signed by an officer or other authorized representative of Blue Ridge X-Ray Company, Inc. (BRX). This order is not assigned by Customer without BRX's written consent, and any such assignment to a leasing company or other third party shall be subject exclusively to these terms and conditions.
2. **ACCEPTANCE.** Quotations and orders are not binding until accepted by BRX in writing in its headquarters in Asheville, NC. BRX shall not be responsible for performance figures or characteristics given in any source other than the specifications attached herein. No advertisement, catalogues or other publications or statements as to the performance of the equipment other than the specifications shall form part of the Agreement.
3. **PRICES.** Unless product changes are after the date hereof, the prices shown on the face hereof are firm for the quantities listed, provided equipment ordered is scheduled for delivery within the Customer's specified shipping date as stated on the face hereof, and delivery is accepted within that time. For all orders scheduled for delivery beyond the specified date or if no date is specified by the Customer, BRX will invoice and customer will pay prices in effect at the time of shipment. The cost of any special handling caused by customer's requirements or requests or the cost of complying with the particular requirements of any local electric or building codes shall be added to the amount of the order. No cash discounts or other allowances will apply to this order.
4. **PAYMENTS.** If payment is not made in cash in accordance with standard terms of payment, BRX reserves a security interest in and to the products purchased hereunder and the Customer shall execute a financing statement, security agreement, conditional sales agreement, chattel mortgage, lease and/or any other document requested by BRX. Terms are net thirty (30) days from the date of the invoice, unless otherwise agreed. A finance charge of 1 1/2% per month not to exceed the maximum rate by law, shall be made on any portion of the customer's outstanding balance which is not within thirty (30) days of the invoice date.
5. **INSTALLATION.** Price covers normal installation work unless otherwise specified on the face hereof. If the installation of the products is delayed for any reason for which BRX is not responsible, shall for payment purposes be considered to be completely installed thirty (30) days after notice of such delay by Customer or after installation has actually been delayed a total of thirty (30) days and any unpaid balance shall then be payable to BRX. If installation is included, BRX agrees to install ready for use on the premises designated by the Customer, the products covered by this transaction and to connect it to safety switch or breaker to be installed by the Customer. The Customer shall provide all necessary plumbing, carpenter work, or conduit wiring required to attach and install products ready for use. Customer shall obtain all permits and licenses required by federal, state or local authorities in connection with the installation and operation of the products and shall bear any expense in obtaining same or complying with any related rules, regulations, ordinances and statutes. The Customer shall be solely responsible, at its expense, for preparation of the site, including any required structural alterations. The site preparation shall be in accordance with plans and specifications approved by BRX as being suitable for the equipment and in compliance with all safety electrical and building codes relevant to the equipment and its installation. Sufficiency of such plans and specifications, specifically including but not limited to the accuracy of the dimensions described therein, shall be the sole responsibility of the Customer. The Customer shall advise BRX of conditions at or near the site that which could adversely affect the carrying out of the installation work and shall ensure that such conditions are corrected and that the site is fully prepared and available to BRX before the installation work is due to begin. The customer shall likewise be responsible, at its expense for any work required to be done to the site during and after the installation work including any structural alteration, restoration and redecoration of the premises. The Customer shall assist BRX, at no charge in moving the equipment from the entrance of the customer's premises to the site. The Customer shall provide at its own expense, all necessary carpentry, water supply, plumbing, piping, trucking, electrical power supply, power cable access points as specified by BRX, air-conditioning and such other services, facilities, and working conditions as in the opinion of BRX are needed for the installation and operation of the equipment. The above will be provided by the Customer from the time installation work is due to commence throughout the period when the equipment is being installed and put into operation. BRX assumes no liability nor offers any warranty for the fitness or adequacy of the premises or the utilities available at the premises in which the equipment is not to be installed, used or stored. The customer agrees to identify and hold BRX harmless against any claim, loss, or damage arising out of the condition of such premises or utilities.
6. **TAXES.** Customer shall pay sales, use, property, gross receipts or any other taxes imposed upon the transaction, products sold and/or installation, whenever payable, whether levied upon the Customer or BRX. "Products Sold" shall include any products in transit to or on the premises of the Customer, or held under this agreement for delivery to Customer.
7. **SHIPMENT.** Except for obligations under warranty, BRX's responsibility for products ceases and title and risk of loss passes to Customer upon delivery to the inland carrier where delivery is specified F.O.B. Point of Shipment and upon delivery at destination where delivery is specified F.O.B. Destination. In the former case, Customer is advised to insure the product to their full respective value. In the event of loss or damage during shipment where shipment is F.O.B. Point of Shipment, Customer's claim should be made against the carrier. For the Customer's own protection, it is urged that all products be carefully inspected immediately upon receipt and in the event of damage, notice of claim be filed with the carrier without delay. Such notice should also be given to BRX, so that BRX can cooperate with the Customer in the protection of the Customer's interest.
8. **RETURNS.** Merchandise is not to be returned unless authorization in writing has been secured from authorized personnel of BRX.
9. **DELIVERY.** When delivery of the product is delayed beyond the Customer's specified delivery date at the request of the Customer, and the manufacture of the products has been complete the products will be complete, the products will be placed in storage by BRX at an appropriate warehouse at Customer's expense and BRX will immediately invoice the Customer for the balance due. Delivery schedules are approximate and are based on conditions prevailing at the time of acceptance. BRX will make every effort to complete shipments as indicated, but assumes no responsibility or liability for loss or damage by reasons including but not limited to, delay or inability to ship or install, caused by Acts of God, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carrier, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities, or any other cause or causes beyond BRX's control. Should manufacture, delivery or installation be delayed in whole or in part, BRX's time for performance shall be extended by the duration of the delaying cause.
10. **TERMINATION.** If the Customer shall for any reason terminate this order in whole or part, the notice of termination must be given in writing to BRX. BRX shall thereupon cease work and the Customer shall pay BRX the following: (a) The price provided in the order for all products which have been specially manufactured, modified or ordered by BRX on a non-cancelable prior to termination and which conform to the provisions of the purchase order. Such products shall be delivered to the Customer; (b) Actual expenditures made by BRX in connection with the uncompleted portion of the order, including reasonable cancellation charges.
11. **WARRANTY.** BRX provides specific warranties with respect to Equipment sold hereunder. The applicable warranties for the Equipment described in the agreement is set forth in Exhibit A, attached hereto, and are available at any time upon request of the Customer. Used Equipment, when sold, is sold "as is" and without any warranty. BRX neither assumes nor has authorized any person to assume for it any other warranty or liability in connection with the equipment. In the Warranties, first use is defined as that point in installation where equipment is available for general use by the Customer. All product or parts, furnished by third parties are not warranted by BRX except that BRX will use its best efforts to extend to the Customer, the manufacturer's warranty, and if any, given at the time of delivery. The warranties referred to in this section are expressly in lieu of any other warranties, express or implied, including without limitation any warranty or merchantability or fitness for particular purpose, and in lieu of any other obligations or liability on the part of BRX.
12. **LIABILITY.** In no event shall BRX be liable for special, indirect or consequential damages by reason of any act or omission arising out of or in connection with the equipment or its sale, delivery, installation, maintenance, operation, performance or use, including without limitation any loss of use, lost revenues, lost profits, cost of capital damages to associated equipment or to facilities, costs of substitute products, facilities or services, cost associated with down time, cost of replacement power, and any similar or dissimilar losses, cost or damages. Any claim or recovery of any kind shall not be greater in amount than the replacement cost, including shipping and installation cost for products with respect to which claim or recovery is made. IS
13. **INTELLECTUAL PROPERTY AND SOFTWARE UPGRADES.** No rights to any intellectual property residing in the products, software, documentation, or any data furnished hereunder are granted except the right to use such intellectual property only in the use of said products. Customer will use the same standard of care to protect BRX confidential information as it uses to protect its own confidential information. Customer recognizes that, among other items, computer software furnished for use with the products is confidential information belonging to BRX or third parties whom BRX is under an obligation not to disclose such confidential information except to certain authorized parties, such as the Customer. Customer shall have no right to copy, reproduce or disclose to others in whole or in part any of the above without written permission of BRX. With respect to all software furnished for use with the products, Customer agrees to the terms of BRX application Software License Agreement and agrees to execute the same. The Equipment quoted may not be adequate for the hardware requirements for any software upgrades for this Equipment. BRX software is offered on the basis that (a) the Equipment includes only those subsystems and components certified by BRX and (b) Customer will maintain the configuration of the Equipment as it was originally designed and manufactured. Except for possible future upgrades of Equipment hardware as may be required to accommodate any future software upgrade, software for the Equipment may not perform as intended on Equipment modified by unauthorized personnel or on Equipment which includes subsystems or components not certified by BRX. BRX will not any liability or responsibility with respect to any substitution or modification of software, components or subsystems. In the event of any modification or substitution made without the prior written consent of any officer at BRX, all warranties associated with the software and hardware shall be come null and void.
14. **ASBESTOS AND OTHER TOXIC SUBSTANCES.** BRX assumes no hazardous waste (i.e. PCB's in existing transformers) exists at the site. If any hazardous material is found, it shall be the sole responsibility of the Customer to properly remove and dispose of this material at its expense. Any delays caused in the project for this special handling shall result in BRX time period for completion being extended by a like period of time. BRX assumes that no asbestos material is involved in the project in any manner, including but not limited to any ceiling, walls or floors. If any asbestos material is found anywhere on site, it shall be the Customer's sole responsibility to properly remove and/or make safe this condition at the Customer's sole expense.
15. **CHANGES.** In the event in which the Customer requires changes which add to BRX cost. The price of the products as shown on the face hereof will be increased and the delivery date will be extended by the amount of the delay, which such change causes in such delivery date. BRX will notify Customer as soon as practicable of the amount of such increase in price or extension of delivery dates but BRX right to receive such increase in price or extension of delivery dates will not depend upon BRX asserting a claim under this clause within any particular time limit.
16. **PRODUCTS OPERATION.** Customer agrees that all products purchased hereunder shall be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with BRX written instructions and of the purpose for which the products were intended and, further, in compliance with the standards of the National Bureau of Standards and the Department of Health and Human Services, as revised from time to time. Customer agrees to indemnify and hold BRX harmless from and against all claims, demands, actions, causes or actions, judgments and costs, including reasonable attorney's fees, arising out of or in connection with the operation of the products by the Customer, unless caused by BRX negligence.
17. **COMPLIANCE WITH LAWS.** BRX agrees to observe and comply with all applicable federal, state and local, laws rules and regulations in the performance of this order and specifically represents that any products to be delivered hereunder will comply with all applicable requirements of the Fair Labor Standards Act, as amended. In the event that any regulatory activity is performed by other than BRX personnel, Customer shall be responsible for fulfilling any and all reporting requirements. BRX shall only report activity performed by its personnel.
18. **APPLICABLE LAW.** The terms under this agreement will be interpreted under the law of the State of North Carolina, without regard to principles of choice of law.
19. **ERRORS.** All stenographic, clerical or other errors are subject to correction.
20. All reconditioned and used equipment quoted is subject to availability, and mutually agreed upon terms and conditions.
21. All warranties offered in this quotation are void if the terms of payment are not met.



Maynard Electric Company

PO Box 8310 Morganton, NC 28680

Chris Maynard

Office: 828-544-5056

Email: CMaynard@mec-nc.com

www.mec-nc.com

Estimate

To: Soni Care
Loc: Morganton, NC
Re: CT Room lighting and Panel move.

MEC Proposal#: 18029-02

Rev#: 0

Date: 1/23/18

A. Scope Checklist/Clarification

-
1. Supply and install new 480V service outside and run into the building. (New tx by city, New meter and disconnect by MEC)
 2. Supply electrical listed on drawing number SCCTS-10-R0 dated 12/26/2017.
 3. Lights at G and D are supplied by others.
 4. Engineering is by other.
 5. Electrical permit by MEC.
 6. Data lines from H to data room will be pulled and tested by MEC final tie-in by others.
 7. Demo existing data lines in CT rooms.
 8. All lead lining is by others.
 9. MEC to supply E Stop buttons.

B. General Conditions

-
1. Taxes are included in our submission. SEE BELOW FOR INCLUDED SALES TAX.
 2. MEC shall not be held liable for errors or omissions in design by others, nor inadequacies of materials and equipment specified or supplied by others.
 3. Equipment and materials supplied by MEC are warranted only to the extent that the same are warranted by the manufacturer.
 4. MEC shall not be liable for indirect loss or damage.
 5. Unless indicated in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
 6. If a formal contract is required, its conditions shall not deviate from this proposal without MEC's permission.
 7. Anything (verbal or written), express or implied elsewhere, which is contrary to these conditions shall be null and void.
 8. Our price will remain firm and is contingent upon award of contract for a period of 30 calendar days from bid date.
 9. General billing terms are Net 30 from date of invoice. Any unpaid balance will accrue interest of 2% minimum per month. Disputes of any invoice shall not be cause for nonpayment or delays in payment.
 10. 30% of job cost shall be paid before work is started and progress payment monthly.

Pricing breakdown for accounting purposes only cannot be used as standalone pricing.

Total Bid: \$15,400



Maynard Electric Company

PO Box 8310 Morganton, NC 28680

Chris Maynard

Office: 828-544-5056

Email: CMaynard@mec-nc.com

www.mec-nc.com

Estimate

To: Soni Care
Loc: Morganton, NC
Re: CT Room Build.

MEC Proposal#: 18029-02

Rev#: 0

Date: 2/12/18

A. Scope Checklist/Clarification

1. Demo Existing floor tile.
2. Existing floor base assumed to be suitable for the new floor and CT equipment.
3. Demo existing wall.
4. Move existing roof drain to new wall location. Patch concrete floor.
5. Demo Three existing doors.
6. Demo small storage room.
7. Demo existing Bath Room.
8. All water, sewer, and HVAC lines will be capped in walls or underfloor and patched.
9. Sheetrock to remain on walls install new lead lined sheetrock over existing sheetrock.
10. Wrap all electrical boxes with lead sheet. At least 2" past box.
11. Install new Vinyl floor.
12. Black-out and Cover over the Existing window.
13. Install new control wall.
14. Install bracing in the wall for new Countertops.
15. Repair existing ceiling grid.
16. Install new grid in the area of old Bath Room.
17. Install new countertops and grommets.
18. Replace demoed section of concrete sidewalk. (Outside.)
19. All demoed items to be removed from the site and disposed of properly.
20. No demo of any hazardous or classified items is priced in this quote.
21. MEC to supply Flooring, 2 countertops, 2 lead Doors, Door frames, hardware, Lead sheetrock, 1 lead window, and lead for the lining. Per prints.
22. No signage is quoted.
23. The cost of engineering will be added to quote with any changes that they may require.
24. A basic building inspection will be pulled by MEC any other inspections will be by others.
25. Note that report called for the roof to be unoccupied. You have an HVAC access area above the CT room.
26. All work is bid at regular time. No nights, overtime or weekends.

B. General Conditions

1. Taxes are included in our submission. SEE BELOW FOR INCLUDED SALES TAX.
2. MEC shall not be held liable for errors or omissions in design by others, nor inadequacies of materials and equipment specified or supplied by others.
3. Equipment and materials supplied by MEC are warranted only to the extent that the same are warranted by the manufacturer.
4. MEC shall not be liable for indirect loss or damage.
5. Unless indicated in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
6. If a formal contract is required, its conditions shall not deviate from this proposal without MEC's permission.

7. Anything (verbal or written), express or implied elsewhere, which is contrary to these conditions shall be null and void.
8. Our price will remain firm and is contingent upon award of contract for a period of 30 calendar days from bid date.
9. General billing terms are Net 30 from date of invoice. Any unpaid balance will accrue interest of 2% minimum per month. Disputes of any invoice shall not be cause for nonpayment or delays in payment.
10. 30% of job cost shall be paid before work is started and progress payment monthly.

Pricing breakdown for accounting purposes only cannot be used as standalone pricing.

Total Bid: \$66,700



Maynard Electric Company

PO Box 8310 Morganton, NC 28680

Chris Maynard

Office: 828-544-5056

Email: CMaynard@mec-nc.com

www.mec-nc.com

QUOTE

To: Soni Care
Loc: Morganton, NC
Re: CT room lighting and panel move

MEC Proposal#: 18029-02
Rev#: 1
Date: 1/22/18

A. Scope Checklist/Clarification

-
1. Supply and install 12 new 2x2 dimmable LED lights.
 2. Supply and install 1 dimming switch.
 3. Move existing panel to a new location on Hallway side of the room.
 4. Install 2 new outlets.
 5. Refeed existing loads.
 6. Match existing raceways.
 7. Panel move priced to be moved on a Saturday.

B. General Conditions

-
1. Taxes are included in our submission. SEE BELOW FOR INCLUDED SALES TAX.
 2. MEC shall not be held liable for errors or omissions in design by others, nor inadequacies of materials and equipment specified or supplied by others.
 3. Equipment and materials supplied by MEC are warranted only to the extent that the same are warranted by the manufacturer.
 4. MEC shall not be liable for indirect loss or damage.
 5. Unless indicated in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
 6. If a formal contract is required, its conditions shall not deviate from this proposal without MEC's permission.
 7. Anything (verbal or written), express or implied elsewhere, which is contrary to these conditions shall be null and void.
 8. Our price will remain firm and is contingent upon award of contract for a period of 30 calendar days from bid date.
 9. General billing terms are Net 30 from date of invoice. Any unpaid balance will accrue interest of 2% minimum per month. Disputes of any invoice shall not be cause for nonpayment or delays in payment.
 10. 30% of job cost shall be paid before work is started and progress payment monthly.

Pricing breakdown for accounting purposes only cannot be used as standalone pricing.

Total Bid: \$7700