



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

Pat McCrory
Governor

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

Drexdal Pratt
Division Director

June 3, 2013

Lisa Griffin
2085 Frontis Plaza Drive
Winston-Salem, NC 27103

Exempt from Review - Replacement Equipment

Facility: Novant Health Forsyth Regional Medical Center
Project Description: Replace existing SPECT Nuclear Camera with a SPECT/CT Nuclear Camera
County: Forsyth
FID #: 923174

Dear Ms. Griffin:

In response to your letter of May 21, 2013, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, a new Siemens Single-Proton Emission Computed Tomography (SPECT/CT) Nuclear Camera to replace the existing Philips SPECT Nuclear Camera, serial number 9711271, purchased almost 15 years ago. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Section with the serial number of the new equipment to update the inventory. Moreover, you need to contact the Construction Section, DHSR to determine if they have any requirements for development of the proposed project.

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

Sincerely,

Kim Randolph
Project Analyst

Craig R. Smith, Chief
Certificate of Need Section

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



Certificate of Need Section

www.ncdhhs.gov

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

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

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

An Equal Opportunity/ Affirmative Action Employer





Novant Health
2085 Frontis Plaza Drive
Winston-Salem, NC 27103

May 21, 2013

Ms. Kimberly Randolph, Project Analyst
North Carolina Division of Health Service Regulation
Certificate of Need (CON) Section
809 Ruggles Drive
Raleigh, North Carolina 27603

Re: Replacement Equipment Exemption Request to Replace a SPECT Nuclear Camera with a SPECT/CT Nuclear Camera at Novant Health Forsyth Regional Medical Center (NHFMC); Forsyth County

Dear Ms. Randolph:

This letter outlines Novant Health Forsyth Medical Center's (NHFMC's) project to replace an existing Single-Proton Emission Computed Tomography Nuclear Camera in the NHFMC Nuclear Medicine Department with a new SPECT/CT Nuclear Camera. See Attachment A for the vendor quote from Siemens Medical Solutions. The costs related to the replacement of the SPECT Camera is \$1,099,811 (including the new equipment cost of \$777,596). The project cost does not include: sales, property or excise taxes since NHFMC is a non-profit, tax-exempt organization and is not subject to these taxes. In addition, the expense for on-site and other training on the new unit for the radiology and nuclear medicine staff is covered by the vendor quote on Pages 4 through 5. The existing equipment is to be removed from the Nuclear Medicine Department by Siemens (see Page 6, "...Removal De-Install") and will then be removed from the state by the vendor. Both the existing equipment and the replacement equipment are comparable medical equipment as explained on the following page. This project should be approved by the Agency as exempt pursuant to N.C.G.S. Section 131E-184(a)(7).

This exempt project will replace a functionally similar equipment item and will not increase the inventory of approved SPECT Cameras in Forsyth County. The existing SPECT Camera is used for nuclear medicine imaging scans in the hospital and the replacement SPECT/CT camera will be used for nuclear imaging scans in the hospital. The proposed new CT scanner is consistent with the replacement equipment definition at 10 NCAC 03R.0214 (d) which states that the replacement equipment is comparable to the equipment being replaced if it has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements. As such, the new SPECT/CT Camera does have updated capabilities such as a CT component which is used for guidance only. Diagnostic CT scans will not be performed on the new SPECT/CT scanner.

Pursuant to 10A NCAC 14C.0303 the proposed CT scanner constitutes replacement equipment because:

1. It is comparable to the equipment currently in use. It has the same technology as the equipment currently in use, although it does possess expanded capabilities due to the technological improvements.
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.
3. The acquisition of the new equipment will not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.
4. The existing equipment was not purchased second-hand nor was the existing equipment leased.
5. The replacement equipment is not capable of performing procedures that will result in the provision of a new health service or type of procedure that has not been provided with the existing equipment.

Attached for your convenience please find:

- 1) a vendor equipment price quote including moveable equipment items (Attachment A);
- 2) project/capital cost schedule which identifies the components of the project costs (Attachment B);
- 3) a certified estimate of related construction costs from an independent licensed North Carolina architect (Attachment C); and,
- 4) the NC CON equipment comparison form summarizing essential information about the proposed equipment purchase (Attachment D).

NHFMC's acquisition of the replacement Nuclear Camera does not require a certificate of need because none of the definitions of "new institutional health service" set forth in N.C.GS Section 131E-176(16) is implicated. As discussed above, the total cost for the project is \$1,099,811. This is below the \$2 million dollar statutory exemption threshold for replacement equipment. This includes the cost of the equipment, as well as studies, surveys, designs, plans, working drawings, specifications, construction installation and other activities essential to making the equipment operational (such as staff training).

In conclusion, based on the information described above, please confirm that NHFMC's replacement equipment request does not constitute a "new institutional health service" and does fit within the replacement equipment exemption definition. Therefore, the project is not subject to certificate of need review.

Ms. Kimberly Randolph

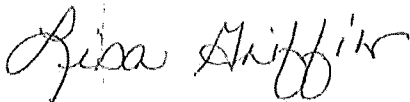
May 21, 2013

Replacement Equipment Request – NHFMC SPECT Camera

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Please let us know as soon as possible if you need additional information to assist in your consideration of this request. Thank you for your prompt consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Griffin".

Lisa Griffin

Manager, Certificate of Need

Financial Planning and Analysis

Novant Health, Inc.

Enclosures

cc: Barbara Freedy, Director, CON, Novant Health
Laura MacFadden, Senior Director, Design & Construction, Novant Health

File: NHFMC SPECT-NucMed Camera REER Cover Letter 054 21 13.doc

Attachment A

SIEMENS

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

SIEMENS REPRESENTATIVE
Allen Lee - (704) 564-0003

Customer Number: 0000006208

Date: 5/15/2013

FORSYTH MEDICAL CENTER
3333 SILAS CREEK PARKWAY
WINSTON-SALEM, NC 27103

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.

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Proposal valid until 6/29/2013

Biomed training pricing contingent upon signing a 5 year Shared Expert Service Contract at time of system purchase.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project # 2013-567.

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.

FORSYTH MEDICAL CENTER

By (sign): _____
Name: Allen Lee
Title: Product Sales Executive
Date: _____

By (sign): _____
Name: _____
Title: _____
Date: _____

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

SIEMENS

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

SIEMENS REPRESENTATIVE
Allen Lee - (704) 564-0003

Quote Nr: 1-4H4I0I Rev. 5

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

Purchasing Agreement: MedAssets

MedAssets terms and conditions apply to Quote Nr 1-4H4I0I

Symbia T6

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

Qty	Part No.	Item Description	Extended Price
1	14415087	Symbia T6 The Symbia T6 is built on TruePoint SPECT•CT technology, providing seamless integration of two equal modalities. The true integration of state-of-the-art SPECT and high quality six slice CT gives this system full functionality for all SPECT-only, SPECT•CT, or stand-alone CT diagnostic applications in Oncology, Neurology, General Nuclear Medicine, and Cardiology.	\$393,300
2	07833283	3/8" Hi-Resolution Detector The high resolution, digital detector assembly includes a .95 cm (3/8 in.) thick NaI (TI) crystal.	\$83,280
1	10182856	Detector Support with Caudal Tilt Caudal tilt on Detector 2 allows for precise positioning of static and dynamic acquisitions.	\$4,500
2	07835494	Low_Energy_Hi_Res Collimator Symbia Low energy (140 keV), high resolution, parallel hole collimator	\$7,440
2	07835452	Medium Energy Collimator Symbia Medium energy (300 keV), parallel hole collimator	\$9,120
1	14414929	IQ-SPECT IQ-SPECT is an innovative, high sensitivity cardiac imaging solution that allows intelligent reduction of SPECT acquisition time or injected dose for nuclear cardiology applications.	\$50,000
1	10273911	Productivity Package B-Text The productivity package automates collimator exchange and quality control to improve the productivity of the Symbia S and Symbia T camera systems.	\$23,500
1	10413528	AQC Web Based Training AutoQC web based training is available on the Siemens training website.	\$0
1	10273917	AutoQC Source Registration Kit Source registration kit for Symbia Automatic Quality Control option. This kit contains information on updating site radioactive materials license, contact information for source vendor, and user instructions.	\$0
1	10273914	AutoQC source kit This source kit contains includes 1 - Gd-153 line and 1 - Co-57 point source required for the automatic quality control option.	\$3,500
1	08717873	Symbia Collimator Cart The collimator cart is designed to hold extra collimators and allows collimator exchange without removing the bed.	\$2,580

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Qty	Part No.	Item Description	Extended Price
1	10183566	Internal ECG for Symbia The internal ECG gating system provides ECG triggering for the nuclear subsystem for nuclear cardiology examinations. In addition, for Symbia T2, T6, and T16 cameras, the internal ECG gate provides ECG triggering to the CT subsystem for CT applications that require ECG gating. The ECG gate is built into the Symbia patient bed and is controlled by the Symbia acquisition workplace. The leads connect near the head of the patient bed and travel with patient, thus never interfering with scanning. The ECG waveform is displayed on the touch-screen Patient Positioning Monitor.	\$2,100
1	10413526	PHS Extended Pivot The PHS extended pivot option extends the range of pivot for the patient bed in gurney mode.	\$270
1	10521454	Under Floor PHS Cable Kit for routing the cable between patient bed and the Symbia T Series gantry under the floor.	\$1,338
1	08418407	Extra Hand Controller This option provides an extra hand controller for the Symbia T Series scanners.	\$300
1	08717758	e.media option The e.media patient comfort and education package integrates high quality video and sound through the color touch screen patient positioning monitor.	\$6,300
1	14415788	e.media DVD Player The e.media patient education and comfort package plays high quality video and sound through the color patient positioning monitor via a built-in commercial DVD player. The small size and compact shape of the e.media DVD player allows convenient storage and easy access for changing media.	\$540
1	07830909	Remote Diagnostic Services Remote Diagnostic Services. A broadband connection is required for full remote diagnostic functionality and optimal system uptime.	\$300
1	10097270	MI University Molecular Imaging University (MI-U) is a comprehensive resource for clinical educational materials in PET/CT and SPECT/CT (www.mi-university.com). MI University demonstrates the benefit of hybrid imaging and where it influences patient management. The license is valid for 1 year and includes the rights to set up accounts for other users that are related to the customer facility.	\$0
1	08719374	English Symbia T Lang Kit	\$720
1	10412858	Symbia T Series US Installation This option includes the mechanical installation of the Symbia T Series camera system.	\$0
1	14415032	First User The first user provides a single user license to operate Symbia.net as a workplace solution.	\$0
1	14415058	Monitor, 19" LCD DICOM The 19" DICOM Calibrated LCD monitor is designed to meet the demanding requirements of medical imaging. The display features high contrast even under high ambient light conditions that can be encountered in nuclear medicine viewing environments. The gamma curve is exactly matched to CIE/DICOM recommendation, enhancing the ability to display both color and gray scale images. Light output stability is ensured by continuous backlight control throughout the display's lifetime.	\$2,880
1	14415036	SPECT/CT Processing This processing software package provides advanced SPECT/CT Reconstruction, image fusion capabilities, volumetric analysis for tumor imaging, image manipulation tools, as well as cardiac and other organ-based SPECT processing.	\$36,660

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Qty	Part No.	Item Description	Extended Price
1	14415185	Cardiology Engine SPECT.CT Cedars The Cardiology Engine SPECT.CT Cedars assists in the diagnosis and quantitative assessment of coronary artery disease by enabling the visualization of SPECT studies as well as quantified perfusion assessment.	\$10,920
1	14415033	SPECT/CT 1/2 Time Planar Imaging SPECT/CT Planar 1/2 Time Imaging provides shortened Planar acquisition times.	\$9,180
1	10182968	English Cedars Lang Kit	\$240
1	08419207	English MI WP Lang Kit The language kit includes: e.soft Getting Started Manual, e.soft User Notes and customer letter.	\$780
1	14415195	4 Quadrant Phantom for Symbia S / T A 4 quadrant 2.0-2.5,30.3.5 mm standard pattern slightly modified for use with the e.cam and Symbia Imaging Systems	\$1,100
1	14415101	ACR SPECT Phantom Kit The ACR Phantom Kit includes a flangeless Jaszczak SPECT phantom, instructions for performing all acquisition and processing steps, and, if necessary, software licenses that allow an e.cam Cardiac camera system to acquire and process phantom data for accreditation and acceptance testing purposes.	\$2,850
1	10119031	UPS for SPECT Camera Systems Uninterruptible power supply option that provides 10 minutes of back up power to the SPECT gantry enabling the proper shut down in the event of a power loss. Also provides noise filtering and transient suppression. Specifications:5.0 KVA Input configuration: 200-240 VAC, 50/60 Hz, L6-30P Output configuration: 208 VAC, L6-30R	\$3,200
1	05245316	UPS for e.soft/c.cam (60 Hz) Uninterruptible power supply option that provides 10 minutes of back up power enabling the proper shut down of the system in the event of a power loss.	\$1,100
1	MI_SPEC_INITI AL_32	Initial onsite training 32 hrs 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.	\$7,400
1	MI_SPEC_FLW UP_32	MI_SYMB_FOLLOWUP Up to (32) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.	\$7,400
1	MI_SPEC_INT_ BCLS	Basic syngo Class Tuition for (1) imaging professional to attend a Siemens Classroom Course at Siemens Training Center. The objectives of this class are to introduce the user interface of the common syngo platform 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.	\$4,200

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Qty	Part No.	Item Description	Extended Price
1	MI_SPEC_INT_BCLST	Basic SymbiaT Class Tuition for (1) imaging professional to attend a Siemens Classroom Course at Siemens Training Center. The objectives of this class are to introduce the user interface of the common syngo platform 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.	\$4,200
1	MI_SPEC_CTC_RSTR	CT Cross Trainer (Printed Self Study) CT Cross Trainer printed self study materials for (1) imaging professional. These materials will provide the user with basic CT knowledge by testing the participant periodically. Successful completion of the self study program will provide the participant with CE credits. CT Cross Trainer printed self study materials for (1) imaging professional. These materials will provide the user with basic CT knowledge by testing the participant periodically. Successful completion of the self study program will provide the participant with CE credits. 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.	\$225
1	MI_SPECT_PM	MI SPECT Project Management A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemens equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.	\$0
2	MI_SPEC_ADD_CLS	Additional Classroom Course Tuition for (1) attendee for a customer classroom course of choice at one of the Siemens training centers. Includes economy airfare and lodging for (1) attendee. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed (12) months from date of purchase order. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.	\$8,400
1	MI_SPEC_IQ_1_2	IQ SPECT Onsite Training Up to (12) 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.	\$3,250
1	4SPAS014	Low Contrast CT Phantom & Holder	\$2,600
1	MISYS_BIOME_D_TRN	XX1RADSFVC- (8 Hrs) virtual radiation \$1275 Our NC RAM license requires that attendees have 8+hrs of Radiation Safety training within the last 3 yrs.	\$1,275
1	MISYS_BIOME_D_TRN	MI1SPEESSE- Service Essentials for Specht (5 Days) \$6757.50	\$6,758
1	MISYS_BIOME_D_TRN	MI2ESOFTWS (4 Days) \$5355	\$5,355
1	MISYS_BIOME_D_TRN	MI2SYMBIA (13 Days) \$18,615	\$18,615
1	MISYS_BIOME_D_TRN	MI0SYMBIAT (2 H) Stand- Alone WBT \$765.00	\$765
1	MISYS_BIOME_D_TRN	MI1CTESSEN (5 Days) \$7,140.00 (WBT CT0CTBASIC)	\$7,140
1	MISYS_BIOME_D_TRN	MI2CTEMO (5 Days) \$6375.00	\$6,375
1	MISYS_BIOME_D_TRN	XX2SYNGO - syngo with Multimodality Workstation (5 Days) \$7,140.00	\$7,140

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Qty	Part No.	Item Description	Extended Price
1	14414937	Symbia.net Symbia.net is an economical solution for reading of SPECT and SPECT-CT studies. The system can be optionally configured with full MI processing capabilities. The Symbia.net can be configured as a client-server system by adding the Server Management option. PET functionality is available on multi-seat systems.	\$24,000
1	NMSYS_ADDL _RIGGING	Additional Rigging NMSYS \$4,500	\$4,500
1	NUSYS_TRAD E_IN_ALL	Project Number 2013-567 NU-Sys Trade-in-Allowance-Free Vertex removal Deinstall 10/2013 Expires 9/7/2013 \$0.00	\$0
System Total:			\$777,596

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

ACCESSORIES: Don't forget to ask us about our line of OEM imaging accessories to complete your purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessories catalog, please call us directly at 1-888-222-9944 ext. 7 or contact your local Sales Representative.

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

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51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Allen Lee - (704) 564-0003

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Seller shall not be bound by, and specifically objects to, any terms, conditions or other provisions which are different from or in addition to the provisions of this Agreement (even if provided to Seller concurrently with this Agreement), unless Seller specifically agrees to any such provision in a writing signed by Seller. Neither Seller's lack of objection to any such terms, nor delivery of the Products or provision of any services hereunder, shall constitute the agreement of Seller to any such terms. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.3 Refurbished/Used Products. For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, the Products may have received mechanical, electrical and/or cosmetic reconditioning, as needed, and will comply with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the sale of such Products to Purchaser cannot be guaranteed and is subject to continuing availability at the time Purchaser accepts Seller's offer to sell the Products. If the Products are no longer available, Seller will use its best efforts to identify other products in its inventory that may be suitable for purchase by Purchaser, and if substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation.

1.4 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser, in order to eliminate the need for Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or services provided by the manufacturer of the products or any other party, (f) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer, as well as any applicable laws, rule and regulations; and (g) the manufacturer, and not Seller, is solely responsible for any required installation, testing, validation, tracking, product recall, warranty service, maintenance, support, and complaint handling, as well as any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars, and include standard and customary packaging. F.O.B. terms are set forth in Section 6.2 hereof. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver the Products to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

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

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any

excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

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

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Due Upon Installation or Completion. Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible, then the Products shall be deemed installed upon delivery and the balance of payments shall be due no later than thirty (30) days from the delivery date regardless of the actual installation date.

4.5 Default; Termination. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment due Seller within ten (10) days of receipt of written notice of non-payment from Seller; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; (iii) a default by Purchaser under any other obligation to or agreement with Seller or Siemens Financial Services, Inc., or any assignee of the foregoing (e.g., a promissory note, lease, rental agreement, license agreement or purchase contract); or (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser (including any assignment by Purchaser for the benefit of creditors). Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (e) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (f) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (g) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (h) Purchaser shall pay any deficiency remaining after collection or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser

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In the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.

4.6 Financing. Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Products provided under this Agreement, including any export license requirements. Purchaser agrees that such Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. **PURCHASER AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.** If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties. Seller shall make every reasonable effort to meet the agreed upon delivery date(s), but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

6.2 Risk of Loss; Title Transfer. Unless otherwise agreed to in writing, the following shall apply:

(a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.

(b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of the installation.

(c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making a claim against the carrier.

7. SECURITY INTEREST/FILING

7.1 Purchaser grants to Seller a security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser hereby (i) authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon Seller's written agreement.

8.2 Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment.

8.3 Seller shall have the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

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

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.6 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Equipment during the term of the warranty.

10.2 No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the noncomplying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set

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forth in the Product Warranty attached hereto and incorporated herein by reference, nor to products or parts thereof supplied by Purchaser.

10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's Inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

10.4 Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband Internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements.

10.5 Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.

10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE ATTACHED PRODUCT WARRANTY COVERING THE APPLICABLE PRODUCT CATEGORY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ANY DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY PRODUCT, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

10.7 In the event of any inconsistencies between the terms of this Section 10 and the terms of the attached Product Warranty, the terms of the attached Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect.

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products covered hereby shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.4 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Trade Unions. In the event that a trade union, or unions, or other local labor conditions prevent Seller from performing the above work with its own employees or contractors, then Purchaser shall either make all required arrangements with the trade union, or unions, to permit Seller to complete the work or shall provide the personnel, at Purchaser's sole cost and expense.

Moreover, any additional cost incurred by Seller and related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of the Products to existing wiring.

12.4 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space thereon for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed, unknown or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any asbestos or other hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

12.5 Regulatory Reporting. In the event that any regulatory activity is performed by anyone other than Seller's authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements.

12.6 Completion of Installation. Installation shall be complete upon the conclusion of final calibration and checkout under Seller's standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Products, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates:

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

(b) Seller shall then, at its own expense, defend or settle such claims, procure for Purchaser the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void and should a claim be made that such Products infringe the rights of any third party under patent, copyright or otherwise, then Purchaser shall indemnify, defend and hold Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.

14.2 For all goods purchased hereunder which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule attached hereto.

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14.3 Diagnostic/Maintenance Software is not included under Section 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement, and may be subject to a separate licensing fee.

14.4 Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the Purchaser will be purchasing the Products). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ENGINEERING CHANGES

15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT

16.1 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives. Seller shall have no obligations under this Agreement to any assignee of Purchaser that is not approved by Seller in advance.

17. COSTS AND FEES

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

18. MODIFICATION

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

19. GOVERNING LAW; WAIVER OF JURY TRIAL

19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

19.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.

20. COST REPORTING

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

21. INTEGRATION

21.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

22. SEVERABILITY; HEADINGS

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

23. WAIVER

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

24. NOTICES

24.1 Any notice or other communication under this Agreement shall be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

25. RIGHTS CUMULATIVE

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

26. END USER CERTIFICATION

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

03/2012 Rev

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

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

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

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

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

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

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

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

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

3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is

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TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE-IN. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS ON THE QUOTATION AND SHALL REMAIN IN EFFECT REGARDLESS OF ANY CONTRARY LANGUAGE IN THE QUOTATION.

This Quotation includes the trade-in equipment described herein and referenced by either the Project Number identified in the Quotation hereof (non-Ultrasound) or the Trade Allowance Part Number (Ultrasound) as further described in the associated Trade Sheet which is incorporated herein by reference. Purchaser certifies that the description of the trade-in equipment as set forth on the Trade Sheet is a true and accurate representation of the equipment, and that the equipment is in good working condition unless otherwise noted on the Trade Sheet.

The trade-in equipment must be made available for removal no later than turnover of the new equipment. Purchaser must vacate the room of all items not listed on the Trade Sheet, or otherwise clearly identify all items listed on the Trade Sheet, prior to the start of the de-installation. If this is not done, Seller will have no liability for items which are subsequently removed or scrapped. If the de-installation or return of the trade-in equipment is delayed by Purchaser for reasons other than a force majeure event, or if upon inspection by Seller it is determined that the equipment does not meet the manufacturer's operating specifications, or if any items listed as included on the Trade Sheet are not made available at the time of de-installation, then trade-in value will be re-evaluated and any loss in value or additional costs incurred by Seller shall be deducted from the established trade-in value and the pricing set forth on this Quotation will be adjusted by change order. In the event that access to the trade-in equipment is denied past 14 days post-turnover, then Purchaser shall pay to Seller a rental fee in the amount 10% of the total trade-in value plus any additional value provided by an Elevate/Promotional program included in this Quotation (no less than \$1000) for each month, or part thereof, that access is denied. In addition, if the purchase and installation of the new equipment covered by this Quotation is not completed, then Seller shall invoice Purchaser for all costs and expenses incurred by Seller in connection with the de-installation and removal of the trade-in equipment, including but not limited to labor, materials, rigging out, and transportation, which costs shall be paid by Purchaser within thirty (30) days of the invoice date.

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

FOR MR SYSTEMS: cryogen levels must be least 75% upon time of de-installation. FOR MOBILE SYSTEMS: system must be road worthy and a state issued title transferring ownership to Seller must be received by Seller prior to the removal of the mobile system. FOR MODALITY TRADE SYSTEMS (non-Ultrasound): The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment. Any additional costs due to the need to use a larger rig (other than a standard 80 ton rig), as well as any construction activities, street closings, permits, etc., required to de-install/remove the equipment are out-of-scope costs and will be the responsibility of Purchaser.

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MI Warranty Information

<u>Product</u>	<u>Period of Warranty¹</u>	<u>Coverage</u>	
(New Systems and "Proven Excellence" Refurbished Systems Only)			
MI-SPECT System or MI-PET System (not including radioactive sources and consumables)	12 month	Full Warranty (parts & labor including ALL CT tubes)	
<u>Post-Warranty (after expiration of system warranty) – Replacement parts only:</u>			
Straton CT tubes	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (160,000 – scan-seconds used) / 160,000*100
Dura Akron Q CT tubes	Prorated to a maximum of 120,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (120,000 – scan-seconds used) / 120,000*100
All other Dura CT tubes	Prorated to a maximum of 130,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (130,000 – scan-seconds used) / 130,000*100
Spare Parts	6 month	Parts only	
Radioactive Sources	Not covered		
Consumables	Not covered		

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

¹ Period of warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated Warranty period shall commence 60 days after delivery of equipment.

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Detailed Technical Specifications

Symbia T6

Part No. / Product	Description
14415087 Symbia T6	<p>The Symbia T6 system consist of the following integrated TruePoint SPECT•CT features.</p> <ul style="list-style-type: none">- Gantry- Patient Bed- Acquisition Workplace- SPECT Acquisition Features- CT Acquisition Features <p>Gantry</p> <p>Variable Angle, open design with 70 cm (27.6 in.) patient opening. The two High Definition Digital SPECT detectors can be configured at 76° or 90° for cardiac applications and at 180° for all other whole body and general protocols. Optional caudal tilt of one detector allows for optimum detector positioning of static and dynamic acquisitions. The Ultra Fast Ceramic multislice spiral CT detector rotates at 100 RPM (0.6 sec per revolution). The contemporary design of the gantry incorporates Siemens-typical design elements like translucent cover materials and a fresh stripe décor. The unobstructed gantry base permits planar imaging of seated and standing patients and patients on wheelchairs, or on standard imaging tables, gurneys and hospital beds.</p> <p>The gantry supports circular and non-circular orbits. Autocontour, with Infrared real-time body contouring, is a standard component which minimizes patient to collimator distance to 1.2 cm (0.45 in.) in Whole Body and SPECT non-circular orbit acquisition modes.</p> <p>All motorized motions of the system are controlled from the hand controller which can be plugged into either side of the gantry.</p> <p>The Patient Positioning Monitor is a touch screen flat panel which can be rotated for a wide range of user access and visibility. It is used for the following functions:</p> <ul style="list-style-type: none">- Patient positioning with window and persistence adjustment- Acquisition parameter display (elapsed time, time remaining, view number, count rate, etc.)- Camera information (detector and bed positions)- Gantry control (reconfiguration, collimator change, offset zoom, and adjusting the CT acquisition limits.) <p>A fully integrated source holder is provided for quick and convenient quality control.</p> <p>Patient Bed</p> <p>The patient-oriented design of the imaging bed consists of 35.6 cm (14 in.) wide and 15 mm (0.6 in.) thin, carbon fiber pallet, supporting patient weights up to 227 kg (500 lbs). Minimum bed height is 53 cm (21 in.) for easy patient access. Programmable table positions for wheelchairs and gurneys minimize the transport efforts of patients and staff. Integrated rulers on each side of the patient bed, allow for quick whole body set up. The bed also provides automatic, uninterrupted table feed CT scanning. The patient bed can be easily pivoted to the side for rail-free access of sitting/standing patients, wheelchairs, imaging tables, gurneys and hospital beds.</p> <p>Acquisition Workplace</p> <p>The syngo-based high performance workstation provides a multi-modality graphical user interface, keyboard and mouse. SPECT and CT acquisition, quality control and display are integrated in a single workplace. Workflows for a wide variety of clinical protocols are included. The workplace offers customizable displays and full DICOM archiving and printing functionality.</p>

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Part No. / Product	Description
<p>(Continued) 14415087 Symbia T6</p>	<p>Hardware:</p> <ul style="list-style-type: none">- Single Quad-Core 2.54 GHz Xeon CPU- 4 GB RAM- 4 X 300 GB SAS Hard Drives- Integrated DVD-R RW- Workflow-based Architecture <p><u>SPECT Acquisition Features</u></p> <p>SPECT Acquisition Modes</p> <ul style="list-style-type: none">- Planar static and dynamic- Whole Body- SPECT- Gated SPECT- Dynamic SPECT- Whole Body SPECT <p>SPECT Features</p> <p>Workflow Features: The system combines acquisition, post-processing (optional), and display into user customizable workflows that automate many of your clinical routines. Besides remembering and storing your parameters for each clinical protocol, the workflow will automatically print, archive, and distribute your results to other devices on your network.</p> <p>Quality Control: Use the automatic and manual motion correction features of the system to aid you in the quality of your acquired images. Besides correcting for motion, you can beat normalize your gated studies and create quality control images such as sinograms and Ilnograms to document your results.</p> <p>3D Orientation: Reorient your acquired SPECT volumes interactively to achieve the desired patient position. Cardiac and general orientations are supported. If desired, the orientation applied to one volume can be automatically applied to up to 3 additional volumes.</p> <p>Image Registration: Multiple techniques are available for accurate registration of your acquired images. Translations and rotations in all 3 planes provide a foundation for accurate registration. The optional automatic registration technique can often assist you in those hard-to-register cases. A landmark registration feature rounds out the available techniques. Triple registration and the choice of output matrix size are also standard features.</p> <p>Reconstruction: The reconstruction engine supports up to 5 multi-isotope studies concurrently. Standard SPECT as well as wholebody, dynamic and gated cardiac volumes can be created. Advanced techniques that provide high image quality comes standard with our system:</p> <ul style="list-style-type: none">- <u>Flash Iterative Technologies</u> OSEM reconstruction algorithm using 3D collimator modeling to increase resolution and decrease noise, while maintaining the exact shape of organs and lesions, when compared to filtered back projection reconstruction.- <u>CT Attenuation Correction</u> Creates very precise attenuation maps from the high quality CT data to correct for attenuation and increase reading accuracy.- <u>Scatter Correction</u> Uses patient specific scatter projection estimates form a generalized dual-or triple energy window method to compensate for scatter during the iterative reconstruction process.

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Part No. / Product	Description
<p>(Continued) 14415087 Symbia T6</p>	<p><u>CT Acquisition Features</u></p> <p>CT Acquisition Modes</p> <ul style="list-style-type: none">- Topogram, scanning perspectives: anterior-posterior (ap), posterior-anterior (pa), lateral (lat)- Spiral CT, continuous volume scanning technique with uninterrupted table feed in the multi-rotation mode- Sequential CT, incremental, slice-by-slice imaging mode with no table movement during data acquisition <p>CT Features</p> <p>CARE Dose 4D: This software feature provides automatic, real-time x-ray dose management for all scan modes. The minimal x-ray dose level needed to obtain optimal image quality is determined from extensive computer analysis of the topogram image and also from the data collected during every slice scanned, on a real time basis. This dual stage automatic approach ensures optimal image quality at the lowest possible x-ray dose.</p> <p>With this method of dose control, the initial or starting tube current for every axial slice position is determined from the topogram image. Then, during the data acquisition for each axial slice, the x-ray attenuation values are closely monitored and the tube current is adjusted, on a real time basis, to optimize the x-ray dose level for the specific organs and anatomy in the x-ray path.</p> <p>Several clinical benefits are achieved with CARE Dose 4D:</p> <ul style="list-style-type: none">- Significant x-ray dose reduction (up to 66 %) possible for all body regions scanned compared with standard sequence or spiral scanning;- Consistent, optimal image quality with the x-ray dose level unique for every patient and for every anatomical region;- Thinner axial slices and/or longer scan ranges possible because of reduced tube loading;- Ultra-low dose examinations for pediatric patients. <p>SureView™ – Multislice Image Reconstruction System</p> <ul style="list-style-type: none">- Excellent Image Quality and no slice broadening at any pitch – IQ is kept constant for all scan speeds, independent of the selected range and scan time.- Up to 20% dose savings in spiral mode. <p>Asynchronous Recon: Asynchronous Recon allows for multiple image reconstructions and reformats, parallel to scanning. With this feature, up to eight reconstruction job requests can be loaded into a scan protocol. Immediately upon completion of the scan acquisition, these reconstruction jobs are automatically executed in the background without delaying the start of next patient examination.</p> <p>Image reconstruction: Reconstruction using raw data zoom with the possibility of freely selecting the image center either before scanning (prospectively) or retrospectively.</p> <p>Image display: CT value scale for window setting -1024 to +3071 HU. For very dense objects the CT value scale can be extended from -10240 to +30710 HU.</p> <p>Multiplanar Reconstruction (MPR) Real-time MPR for real-time reconstruction of secondary slices. Slice orientation: coronal, sagittal, irregular as well as multi-planar with SIR and Oblique. Cullines can be determined using the reference tomogram or in sagittal reformatted images (SR). 512 x 512 reconstruction matrix.</p> <p>Syngo 3D SSD Used to display and analyze complex anatomies – e.g. skull, pelvis, and hips – for the purpose of planning surgical interventions.</p>

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Part No. / Product	Description
<p>07833283 3/8" Hi-Resolution Detector</p>	<p>The Symbia utilizes energy independent high definition digital detectors.</p> <p>Detector assembly technical specifications:</p> <ul style="list-style-type: none"> - True rectangular FOV of 38.7 x 53.3 cm (15.25 x 21 in.) - 59 photomultiplier tubes – 53, 7.6 cm (3 in.) and 6, 5.1 cm (2 in.) diameter tubes - .95 x 59.1 x 44.5 cm (3/8 x 23 x 17.4 in.) NaI (TI) crystal material <p>The HD Detector features include:</p> <ul style="list-style-type: none"> - Balanced performance between energy resolution and spatial resolution - One, 10-bit high-speed flash ADC per PMT - Variable PMT selection ensures high resolution for all multi-energy and multi-peak applications. - Optimized dynamic digital integration time to improve high count rate capability - Individual PMT pile-up correction for improved performance at high count rates - Energy independence maintains clinical performance at all energies including multi-peak and dual isotope studies - Location independence maintains consistent spatial resolution across the field of view - Crystal variation correction for optimal uniformity and linearity across all energies - Single source (Co-57 or Tc-99m) tunes the detector for all energies
<p>07835494 Low_Energy_Hi_Res Collimator Symbia</p>	<p>The low energy high resolution collimator has the following technical specifications:</p> <ul style="list-style-type: none"> - 148,000 hexagonal holes - Sensitivity: 202 cpm/microCurie - Resolution: 7.5mm at 10 cm - Weight: 22 kg (49 lbs)
<p>07835452 Medium Energy Collimator Symbia</p>	<p>The medium energy collimator has the following technical specifications:</p> <ul style="list-style-type: none"> - 14,000 hexagonal holes - Sensitivity: 275 cpm/microCurie - Resolution: 12.5 mm at 10 cm - Weight: 64 kg (140 lbs)
<p>14414929 IQ-SPECT</p>	<p>IQ-SPECT delivers reduced time or reduced dose cardiac SPECT acquisitions with three key components:</p> <ul style="list-style-type: none"> - SMARTZOOM collimators - Cardio-Centric Orbit - IQ-SPECT reconstruction <p><u>SMARTZOOM Collimators</u></p> <p>A SMARTZOOM collimator is designed to magnify objects in the center of the field-of-view in order to more efficiently exploit the large detector size of the Symbia system, while sampling regions near the edge of the FOV in order to avoid the effects of truncation. In addition, the SMARTZOOM collimator achieves this gain in counts without compromising resolution.</p> <p><u>Cardio-Centric Orbit</u></p> <p>An Intelligent Cardio-Centric Orbit is used to maintain the heart at the center of the SMARTZOOM field of view for every view of the acquisition.</p> <p><u>IQ-SPECT Reconstruction</u></p> <p>The IQ-SPECT reconstruction method fully models the collimator and the camera system while performing distance-dependent isotropic resolution recovery, CT based attenuation compensation (Symbia T Series), and energy window based scatter correction.</p>

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Part No. / Product	Description
(Continued) 14414929 IQ-SPECT	The entire IQ-SPECT solution was carefully designed to address the needs of the clinic. Collimator change, quality control, patient positioning, acquisition and reconstruction may be automated to reduce effort and complexity for the technologist. The workflow steps are simple and intuitive.
10273911 Productivity Package	<p>The productivity package includes the following features:</p> <ul style="list-style-type: none"> - Integrated Collimator Changer - Automatic Collimator Exchange - Automatic Quality Control <p>Integrated Collimator Changer</p> <p>Innovative collimator exchange system that is mounted beneath the patient bed. Saves time and effort when changing the most frequently used collimators. Holds two sets of low or medium energy collimators.</p> <p>Automatic Collimator Changer</p> <p>Fully automated changing of collimators within the Integrated collimator changer. Collimator removal or exchange is initiated from the patient positioning monitor.</p> <p>Automatic Quality Control</p> <p>Automatic quality control is performed via self-shielding Gd-153 line and Co-57 point sources. The sources are housed in the patient bed and are extended automatically as part of the camera's quality control procedures. The daily, weekly, and monthly procedures are customer scheduled and performed automatically without manual intervention.</p>
10273914 AutoQC source kit	<p>The useful life of the 370 MBq (10 mCi) Gd-153 line, used for daily extrinsic floods and monthly multi-head registration procedures, is 2 years. The useful life of the 1.85 MBq (50 µCi) Co-57 point, used for intrinsic floods, is 1 year.</p> <p>Sources that have been replaced are returned to the source vendor for disposal. Return shipment costs are not included in the purchase price.</p>
08717873 Symbia Collimator Cart	<p>The collimator cart is automatically clamped to the patient bed once positioned by the user. The clamping mechanism allows precise collimator exchange to occur.</p> <p>The collimator cart is designed to hold 2 sets of collimators, or 1 set in combination with a pinhole collimator.</p> <p>Due to the weight of the high energy collimators, it is recommended that an individual collimator cart containing only the 2 high energy collimators be utilized.</p>
10413526 PHS Extended Pivot	The extended pivot opens the range from 40 degrees to 45 degrees to allow better handling of wide hospital beds.
08418407 Extra Hand Controller	The Symbia T series scanner comes standard with a single hand controller that can be plugged into either side of the gantry. This option adds an additional hand controller for added efficiency in accessing the motorized motions for the patient bed, gantry, and detectors.
08717758 e.media option	<p>Hospital promotional videos, patient procedure information, relaxation videos, and music CDs are just a few examples of the material that can be experienced with e.media.</p> <p>The DVD player, which must be purchased locally outside of Region 1 (United States, U.S. Territories, and Canada), must meet the following minimum specifications:</p> <ul style="list-style-type: none"> - Media: DVDs and Audio CDs - Video Format: NTSC, PAL or SECAM - Audio: DVD per DVD PCM Standard

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Part No. / Product	Description
(Continued) 08717758 e.media option	<ul style="list-style-type: none"> - CD per Redbook Standard - Outputs: Audio L/R, Phono Jack - Power: 100-240 VAC 50/60 HZ - Power consumption: < 8 w max
07830909 Remote Diagnostic Services	<p>A broadband connection is required for full remote diagnostic functionality and optimal system uptime. The Remote Diagnostic Services option allows for remote access to your networked workstations. This service includes all the necessary hardware, software and configuration required to access your equipment remotely for the purposes of remote diagnostics. Features include:</p> <ul style="list-style-type: none"> - Image Transfer - Access to automatic Virus Protection updates - Error log retrieval - Remote Workflow revisions - Remote configuration - License management - Remote workstation control via netmeeting
10097270 MI University	<p>Molecular Imaging University (MI-U) is the ultimate training resource for the interpreting physician, the referring physician and the technologist working with Siemens PET/CT and SPECT/CT systems. MI University is exclusively offered to customers of Siemens Molecular Imaging.</p>
10412858 Symbia T Series US Installation	<p>Installation includes:</p> <ul style="list-style-type: none"> - Complete system assembly - Alignment - System startup - Calibrations - Performance verification to factory specifications <p>This option is required for all US Installations</p>
14415058 Monitor, 19" LCD DICOM	<p>Additional features include:</p> <ul style="list-style-type: none"> - 19" TFT panel - minimum of 170 degree horizontal and vertical viewing angle - Optimal picture resolution of 1280 x 1024 - Contrast ratio 450:1 - Maximum luminance 280 cd/m2 - Anti-glare panel surface
14415036 SPECT/CT Processing	<p>The SPECT/CT Processing features include:</p> <ul style="list-style-type: none"> - Advanced SPECT/CT Reconstruction - Advanced Image Fusion - Volumetric Analysis - Organ Processing <p><u>Advanced SPECT/CT Reconstruction</u></p> <p>The Advanced SPECT/CT Reconstruction package utilizes the most advanced reconstruction algorithms available. These include:</p> <ul style="list-style-type: none"> - Flash Iterative Technologies – increases image quality and decreases noise while maintaining organ shape - Scatter Correction – patient specific scatter estimates improve image quality - CT Attenuation Correction – precise attenuation maps from high quality CT are used to correct for

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Part No. / Product	Description
<p>(Continued) 14415036 SPECT/CT Processing</p>	<p>body attenuation and to increase reading accuracy</p> <p>Advanced Image Fusion</p> <p>Advanced Image Fusion includes:</p> <ul style="list-style-type: none"> - syngo 3D Package - syngo Image Fusion - Automatic Image Fusion <p>Images from NM, PET, CT, MR, and AX are supported.</p> <p>syngo 3D Package: Navigate through volume data to create surface shaded and maximum intensity projection images. Volume data can be interactively rotated and a new range of images created from the reoriented data.</p> <p>Image Fusion Package: Functionality for spatial alignment, superimposition, and visualization of image data from one patient where image data has been generated by different modalities. Adds additional diagnostic information by fusing the morphological with the functional information. A transformation matrix is stored with the data to bring them back into alignment at a later time.</p> <p>Automatic Image Fusion: Automatic image registration enhancements to the Image Fusion Package. Surface Matching and Mutual Information algorithms allow for mix of image registration between anatomic modalities and functional modalities.</p> <p>Volumetric Analysis</p> <p>Volumetric analysis provides tools for the display and analysis of SPECT/CT tumor imaging. 2D and 3D regions of interest provide area and volume information from single or multi-bed SPECT and SPECT/CT wholebody images. Multiple study support allows you to compare pre and post therapy exams to assess changes to tumor size and shape. Dynamic SPECT data is also supported for the creation of time activity curves. Common tools for masking, cursor correlation, alpha blending, and unit selection are included.</p> <p>Organ Processing</p> <p>Organ processing provide generic tools for the manipulation of NM images. In addition, it provides dedicated processing protocols for the many different types of exams performed in nuclear medicine departments. Features provided are:</p> <ul style="list-style-type: none"> - Cardiac: Planar Gated Blood Pool, First Pass, Shunt - Lung: Perfusion, Ventilation, V/Q - Thyroid - Renal: GFR, ERPF, MAG3, Transplant, TER, Ace Inhibitor - Gastric - Hepatobiliary - Brain: Patlok, Lassen, IMP, IMP-ARG, NIMS - GSA Liver - Parathyroid: Scaled subtraction - Image manipulation tools: Series Filter, Series Arithmetic, Series Reformat, and Series ROI and Curve
<p>14415185 Cardiology Engine SPECT.CT Cedars</p>	<p>The Cardiology Engine SPECT.CT provides the Cedars Cardiac SPECT Suite, a comprehensive set of quantitation program for the evaluation of SPECT Myocardial Perfusion Imaging</p> <p>The engine calculates a comprehensive set of cardiac parameters including ejection fractions, volumes, wall motion including right ventricular free wall motion in QBS, wall thickening, perfusion (%). QPS allows for the quantitation of prone SPECT data and of serial perfusion changes. Both 20 and AHA-17 segment scoring models</p>

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Part No. / Product	Description
<p><i>(Continued)</i> 14415185 Cardiology Engine SPECT/CT Cedars</p>	<p>are available. In addition to calculating an Eccentricity Index, QGS also calculates a more regional measure of LV shape known as the Shape Index. Displays include gated slices with contours, a motion frozen display which results in better resolution and contrast by eliminating motion of the cardiac cycle, interactive 3D images, and polar maps. Manual over-ride of contours and DICOM compatible output are additional features. Outputs include DICOM secondary capture files, result files as well as the ability to generate an AVI file format. The Cedars application is an OEM product developed and supported by Cedars Sinai.</p> <p><i>Applications include: Cedars Cardiac SPECT Suite</i></p>
<p>14415033 SPECT/CT 1/2 Time Planar Imaging</p>	<p>The SPECT/CT Planar 1/2 Time Imaging package is based upon a statistical, adaptive de-noising and de-blurring process for planar imaging. It can be used to:</p> <ul style="list-style-type: none"> - Shorten the acquisition time of planar imaging, and/or - Reduce the dose administered to the patient, and/or - Enhance the image quality of statistically poor imaging results
<p>14415101 ACR SPECT Phantom Kit</p>	<p>The Jaszczak SPECT phantom is used to evaluate system performance. It has the following specifications:</p> <ul style="list-style-type: none"> - Cylinder Interior Dimensions: 8" diameter x 7.32" ht (20.4 x 18.6 cm) - Cylinder Wall Thickness: 0.25" (6.4 mm) - Volume: 6.4L - Volume with Inserts: 5.7 L - Cold Rod Insert Height: 3.46" h (8.8 cm) - Cold Rod Dimensions: 4.8 mm, 6.4 mm, 7.9 mm, 9.5 mm, 11.1 mm, 12.7 mm - Height of Spheres from Base Plate: 4" h (12.7 cm) - Solid Sphere Diameters: 9.5 mm, 12.7 mm, 15.9 mm, 19.1 mm, 25.4 mm, 31.8 mm <p>An ACR Accreditation Hints and Tips document takes the user step by step through the acquisition, processing and display of the SPECT equipment performance portion of the ACR Accreditation program on all Siemens e.cam and Symbia camera systems. "ACR" quality reference images are also included with the documentation.</p>
<p>05245316 UPS for e.soft/c.cam (60 Hz)</p>	<p>Specifications:</p> <p>1.4 KVA</p> <p>Input configuration: 120 VAC, 5-15P Output configuration: 120 VAC, (6) 5-15R</p>
<p>14414937 Symbia.net</p>	<p>Symbia.net is a clinical workplace that offers:</p> <p>System Features:</p> <ul style="list-style-type: none"> - Workflow based architecture - DICOM networking, printing - User configurable displays - 3D Orientation - Image Fusion <p>Server Hardware</p> <ul style="list-style-type: none"> - Microsoft Windows XP SP3 - Dual Xeon multi-core CPUs - 12 GB Memory - Dual Monitor option

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Part No. / Product	Description
<p>(Continued) 14414937 Symbia.net</p>	<p>Access to reading capabilities from anywhere (requires Server Management option)</p> <ul style="list-style-type: none">- Any standard PC, Mac, or iPad with a network connection can be set up as a client- Up to five concurrent users can access the clinical network simultaneously <p>Easy installation and operation</p> <ul style="list-style-type: none">- Symbia.net easily integrates with existing cameras, RIS and PACS- A virtually unlimited number of client computers can be installed remotely (requires Server Management option)- Designed for the needs of nuclear medicine with a user friendly interface and advanced automation features <p>Optional Extensions</p> <ul style="list-style-type: none">- Server Management option- Supports up to 5 concurrent users- 1 seat at the workplace- Up to 4 floating client licenses- Cardiology Engines- Oncology Engines- Neurology Engines- MI Processing Engine- Advanced SPECT/CT Reconstruction- MI Cardiac Process Engine

Attachment B

PROPOSED CAPITAL COSTS

Project Name: **Replace Nuclear Camera/SPECT**

21-May-13

Proponent: **Novant Health Forsyth Medical Center**

A. Site Costs

(1)	Full purchase price of land		\$	N/A
	Acres _____ Price per Acre		\$	N/A
(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	\$		
	Sub-Total Site Preparation Costs		\$	N/A
(6)	Other (specify)		\$	N/A
(7)	Sub-Total Site Costs		\$	0.00

B. Construction Contract

(8)	Cost of Materials		\$	126,500.00
(9)	Cost of Labor GC Labor		\$	103,500.00
(10)	Other (10% Construction Contingency)		\$	23,000.00
(11)	Sub-Total Construction Contract		\$	253,000.00

C. Miscellaneous Project Costs

(12)	Building Purchase		\$	N/A
(13)	Fixed Equipment Purchase/Lease		\$	777,596.00
	Other: <i>Old Equipment Removal</i>		\$	0.00
(14)	Movable Equipment Purchase/Lease		\$	N/A
(15)	Furniture		\$	N/A
(16)	Landscaping		\$	N/A
(17)	Consult Fees			
	Architect and Engineering Fees	\$		40,700.00
	Legal Fees	\$		N/A
	DHSR review fee	\$		1,700.00
	Other (Med gas testing, Special Inspections, etc.)	\$		2,500.00
	Sub-Total Consultant Fees		\$	44,900.00
(18)	Financing Costs (e.g. Bond Loan, etc)		\$	N/A
(19)	Interest During Construction		\$	N/A
(20)	Other:			
	IT	\$		2,000.00
	Contingency	\$		22,315.22
	Sub-Total Other		\$	24,315.22
(21)	Sub-Total Miscellaneous		\$	846,811.22
(22)	Total Capital Cost of Project (Sum A-C above)		\$	1,099,811.22

Attachment C



architecture

engineering

interior design

planning

April 1, 2013

Mr. Jeff Bailey
Novant Health
Planning, Design and Construction
3600 Country Club Road, Suite 102
Winston-Salem, North Carolina 27104

Re: Forsyth Medical Center
Nuclear Camera Replacement in Room 404
Winston-Salem, North Carolina

Dear Jeff:

We have prepared our cost estimate for the Nuclear Camera Replacement in Room 404. The Renovation shall consist of 510 square feet for the SPEC CT Scan Room 404 and the Control Room 404A. We estimate the construction labor cost will be \$103,500.00 and the construction material cost will be \$126,500.00. Therefore, we estimate the total construction cost to be \$230,000.00.

The architectural and engineering design fees and project reimbursables are \$40,700.00. Therefore, the total estimated construction cost including design fees and reimbursables is \$270,700.00.

If I can be of further assistance, please do not hesitate to contact me.

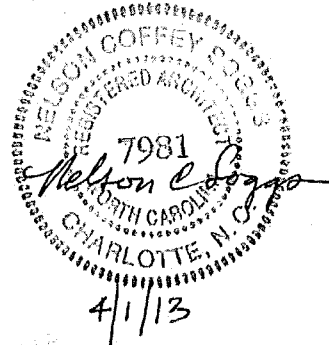
Sincerely,

PETERSON ASSOCIATES, p.a.

Nelson C. Soggs, AIA, LEED AP, Associate
Project Manager

NCS/jtj

6575-00



2115 Rexford Road

Suite 500

Charlotte NC 28211

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Attachment D

Novant Health Forsyth Medical Center – SPECT Nuclear Camera	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	Dual Head SPECT Nuclear Medicine Camera	Dual Head SPECT/CT Nuclear Medicine Camera
Manufacturer of Equipment	Philips	Siemens
Tesla Rating for MRIs	n/a	n/a
Model Number/Name	ADAC with Vertex	Symbia T6
Serial Number	9711271	TBD
Provider's Method of Identifying Equipment (FMC uses an internal numbering system to identify equipment.)	Internal Asset Numbering System	Internal Asset Numbering System
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 1998	TBD
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title to be held by FMC upon Purchase
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	<i>(Data not available due to Asset System Conversion)</i>	\$ 1,099,811
Total Cost of Equipment	\$660,000	\$777,596
Fair Market Value of Equipment	\$0	\$777,596
Net Purchase Price of Equipment	\$660,000	\$777,596
Locations Where Operated	FMC Nuclear Med Dept.	FMC Nuclear Med Dept..
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	Nuclear Med Imaging	-----
Type of Procedures New Equipment is Capable of Performing	-----	Nuclear Med Imaging