NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

November 8, 2019

Gary S. Qualls
K&L Gates, LLP
P.O. Box 14210
Research Triangle Park NC 27709-4210

No Review

Record #:	**3107**
Facility Name:	UNC Hospitals Imaging Center
FID #:	933098
Business Name:	University of North Carolina Hospitals at Chapel Hill
Business #:	1900
Project Description:	Acquisition of a CT scanner
County:	Orange

Dear Mr. Qualls:

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

You may need to contact the Agency's Acute and Home Care Licensure and Certification Section to determine if they have any requirements for development of the proposed project.

This determination is binding only for the facts represented in your correspondence. If changes are made in the project or in the facts provided in the correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office.

Please do not hesitate to contact this office if you have any questions.

Sincerely,

Michael J. McKillip
Project Analyst

Martha J. Frisone
Chief

cc: Acute and Home Care Licensure and Certification Section, DHSR
Radiation Protection Section, DHSR

Wilson, Fatimah

From: Qualls, Gary <Gary.Qualls@klgates.com>
Sent: Monday, November 04, 2019 3:03 PM
To: Mckillip, Mike
Cc: Wilson, Fatimah
Subject: [External] RE: No review request question

Mike:

That is correct. The costs projected in my letters reflect all costs listed in Section 131E-176(14o).

Thanks

Gary

From: Mckillip, Mike <mike.mckillip@dhhs.nc.gov>
Sent: Monday, November 4, 2019 2:57 PM
To: Qualls, Gary <Gary.Qualls@klgates.com>
Cc: Wilson, Fatimah <fatimah.wilson@dhhs.nc.gov>
Subject: No review request question

Hi Gary,

Hope all is well. I have your no review letter requests for Chatham Hospital and UNC Imaging Center and I am writing to confirm with you that the costs to acquire the CT scanners include all of the costs for items listed in 131E-176(14o). Thanks.

Mike

Michael McKillip
Project Analyst
Division of Health Service Regulation, Healthcare Planning and Certificate of Need
NC Department of Health and Human Services

Office: 919-855-3877
mike.mckillip@dhhs.nc.gov

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October 25, 2019

Via E-MAIL
Martha J. Frisone, Chief
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
N.C. Department of Health and Human Services
809 Ruggles Drive
Raleigh, NC 27603

RE: UNC Hospitals' Request for No Review Determination regarding of CT Scanner (FID # 933098)

Dear Martha:

Our client, University of North Carolina Hospitals at Chapel Hill ("UNCH"), seeks to acquire a Somatom Definition AS Computed Tomography (CT) Scanner from Siemens Medical Solutions USA, Inc. ("Siemens") and locate it at UNC Hospitals Imaging Center located at 1350 Raleigh Rd., Chapel Hill, NC 27514-4412, which is one of UNCH's provider-based, off-site locations. The purpose of this letter is to provide the Agency with notice and to request a determination that the purchase of the CT Scanner does not require Certificate of Need ("CON") review because it does not exceed the threshold dollar amount for major medical equipment contained in N.C. Gen. Stat. § 131E-176(14o).

As noted in the Siemens quote, attached as Exhibit A, the total capital cost of purchasing and installing the CT Scanner is $614,000. UNCH will incur no other capital costs associated with the acquiring, installing, or operationalizing the CT Scanner.

CT Scanner's are not reviewable per se under the CON statute. Thus, an existing hospital's acquisition of a CT Scanner is CON reviewable only if it constitutes "major medical equipment" under N.C. Gen. Stat. § 131E-176(14o). This CT Scanner does not trigger that definition.

The statutory definition of "major medical equipment" under N.C. Gen. Stat. § 131E-176(14o) is:

> "Major medical equipment" means a single unit or single system of components with related functions which is used to provide medical and other health services and which costs more than seven hundred fifty thousand dollars ($750,000). In determining whether the major medical equipment costs more than seven hundred fifty thousand dollars ($750,000), the costs of the equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making operational the major medical equipment shall be included. The capital expenditure for the equipment shall be deemed to be the fair market value of the equipment or the cost of the equipment, whichever is greater. Major medical equipment does not include replacement equipment as defined in this section.

Based upon the above facts, the CT Scanner does not meet the definition of major medical equipment because the total capital cost is less than $750,000.

UNCH hereby requests that the Agency provide a written response confirming that the purchase of the CT Scanner for the hospital space described herein does not require CON approval. If the Agency needs additional information to assist in its consideration of this request, please apprise us as soon as possible. We thank you for your consideration of this request.

Sincerely,

Gary S. Qualls by SKH w/ permission

Gary S. Qualls

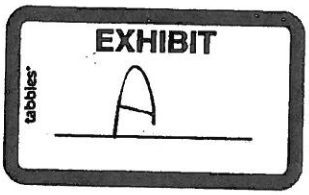
Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (336) 856-9995

SIEMENS REPRESENTATIVE
Edwin Winicki - (336) 688-0978

Customer Number: 0000010805

Date: 9/25/2019

NORTH CAROLINA HEALTH CARE SYSTEM
101 MANNING DR
CHAPEL HILL, NC 27514



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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Contract Total: $614,000
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 9/30/2019

Notes for Quote Nr 1-PXFXDV:
Estimated Delivery Date: 01/2020

Estimated delivery date is subject to change based upon factory lead times, acceptance date of this quote, customer site readiness, and other factors. A Siemens representative will contact you regarding the final delivery date.

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

Siemens' ecoline systems are systems which were previously owned. These units have been refurbished by the Siemens Refurbished Systems (RS) business unit so that they meet Siemens' stringent quality standards. It is the goal of the Siemens RS business unit to assure excellent functionality and reliability, similar to that of new systems. This allows Siemens to provide a 12-month warranty for refurbished equipment.

Please note: Siemens' ecoline systems are offered subject to availability on a "first-come, first-served" basis.

Applications training included

The Proposal includes Quotations 1-PXFXDV ($544,000), 1-R15J6G ($70,000). The Parties acknowledge that each Product in the Quotation shall ship and invoice independently at the amounts detailed above. Customer should issue multiple Purchase Orders or one Purchase Order with separate line items.

Notes for Quote Nr 1-R15J6G:
Estimated Delivery Date: 01/2020

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40 Liberty Boulevard, Malvern, PA 19355
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Edwin Winicki - (336) 688-0978

Estimated delivery date is subject to change based upon factory lead times, acceptance date of this quote, customer site readiness, and other factors. A Siemens representative will contact you regarding the final delivery date.

The following quote configuration is only valid for Siemens system with Funtional Location #400-306028.

This offer is only valid if firm, non-contingent orders for Quote #1-PXFXDV and Quote #1-R15J6G are simultaneously placed with Siemens.

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.		**NORTH CAROLINA HEALTH CARE SYSTEM**	
By (sign):	_____	By (sign):	_____
Name:	Edwin Winicki	Name:	_____
Title:	Account Executive	Title:	_____
Date:	_____	Date:	_____

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

By (sign): _____

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
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Quote Nr:	**1-PXFXDV Rev. 0**
Terms of Payment:	00% Down, 80% Delivery, 20% Installation Free On Board: Destination
Purchasing Agreement:	VIZIENT SUPPLY LLC VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr 1-PXFXDV

SOMATOM Definition AS eco (64-slice Configuration)

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14430096	**RS SOMATOM Definition AS (64slice)** The SOMATOM Definition AS (64-slice configuration) is Siemens' state-of-the-art single source CT that provides the possibility to maximize clinical outcome and to minimize radiation dose. Using Siemens' z-Sharp technology the system can provide high spatial resolution. The fast rotation time of 0.33 seconds (0.3 s optional) delivers excellent temporal resolution. With this, the SOMATOM Definition AS is set to raise the standard of patient-centric productivity with FAST CARE Technology. With Siemens' FAST - Fully Assisting Scanner Technologies - the SOMATOM Definition AS can simplify typically time consuming and complex procedures during a CT examination: the scanning process gets more intuitive and the results become more reproducible. The CARE technology includes many unique features like CARE kV that sets the ideal voltage for every examination and adjusts the respective scan parameters or industry's first Adaptive Dose Shield that prevents clinically irrelevant over radiation in spiral scanning. Additionally, its large bore of 78 cm and a table load capacity of up to 307 kg (optional) opens CT to all patients, meaning that virtually no patient is excluded. And even for CT-guided interventional procedures 2D Basic Intervention and HandCARE(tm) is already included. A 3D intervention suite is optional available. Optionally the system can be equipped with iterative reconstruction and iMAR for iterative metal artifact reduction.
1	14442795	**RS ecoline CT System Delivery** With ecoline, Siemens Healthineers offers a portfolio of systems with certified performance at exceptional value. ecoline systems contain components, which have been in use and are refurbished to a quality level as good as new. All ecoline systems are manufactured following externally certified processes according to the relevant standards for medical devices[1], including the global refurbishment standard[2] where applicable. Thus, every ecoline system receives our Proven Excellence Label. Siemens Healthineers´ ecoline systems provide exceptional value performing and looking like new, configurable to individual customer needs and offered at affordable prices. [1] ISO 13485:2016 Medical devices - Quality management systems - Requirements for regulatory purposes [2] IEC PAS 63077:2016 Good refurbishment practices for medical imaging equipment
1	14426919	**RS SAFIRE #AWP** The Sinogram Affirmed Iterative Reconstruction (SAFIRE) enhances spatial resolution, reduces image noise and increases sharpness by introducing multiple iteration steps in the reconstruction process. The resulting improved image quality enables to reduce dose by up to 60%*. *In clinical practice, the use of SAFIRE may reduce CT patient dose depending on the clinical task, patient size, anatomical location, and clinical practice. A consultation with a radiologist and a physicist should be made to

Qty	Part No.	Item Description
		determine the appropriate dose to obtain diagnostic image quality for the particular clinical task. The following test method was used to determine a 54 to 60% dose reduction when using the SAFIRE reconstruction software. Noise, CT numbers, homogeneity, low-contrast resolution and high contrast resolution were assessed in a Gammex 438 phantom. Low dose data reconstructed with SAFIRE showed the same image quality compared to full dose data based on this test. Data on file.
1	14445840	**RS iMAR #AWP** The iMAR metal artifact reduction algorithm combines three successful approaches (beam hardening correction, normalized sinogram inpainting and frequency split). This allows to reduce metal artifacts caused by metal implants such as coils, metal screws and plates, dental fillings or implants. iMAR is compatible with extended FoV, the extended CT scale as well as dose reduction features. Along with the algorithm comes the simple user interface of iMAR enabling easy reconstruction of clinical images with reduced metal artifacts.
1	14417704	**RS HeartView CT** Scanning technique and program for ECG controlled data acquisition and image reconstruction with SOMATOM. The package comprises: HeartView CT option on the syngo Acquisition Workplace console for the ECG-controlled acquisition and reconstruction of artifact free images of the heart. The ECG signal is supplied by an ECG device integrated in the gantry. The use of the software of this option is restricted to a single system unit.
1	14417709	**RS Cardio BestPhase Plus #AWP** Cardio BestPhase, is a software dedicated to automatically detect the optimal phase for motion-less coronary visualization. The phase is defined in either end-systole, end-diastole or both time points and automatically reconstructed.
1	14457936	**RS Physiological Measurement Module** The Physiological Measurement Module allows connection of a 3 Channel ECG cable for ECG controlled cardiac acquisition. Item includes ECG cable
1	14417649	**RS Adaptive 4D Spiral** With the unique Adaptive 4D Spiral, dynamic CT imaging moves beyond fixed detector limitations to provide larger coverage than the actual detector size.
1	14429986	**RS FAST Spine #AWP** Accurate and anatomically aligned preparation of spine recons with just a single click.
1	14442484	**RS FAST Planning #AWP** Immediate, organ-based setting of scan and recon ranges alming for a faster and more standardized workflow at the scanner
1	14457416	**RS FAST Adjust** FAST Adjust: assists the user to handle system settings in a fast and easy way by automatically solving of conflicts within user defined limits by one single click on the FAST Adjust button. The limits for scan time and tube current per scan are defined via the Scan Protocol Assistant. FAST Adjust offers an undo functionality to return to previously set values.
1	14457419	**RS CARE kV** CARE kV automatically proposes the best tube voltage based on the patient's size, the system capabilities, and the type of examination. Once the kV setting has been chosen, CARE kV also automatically adjusts other scan parameters, including the tube current. This reduces dose, maintains a constant image quality, and simplifies processes for technicians.
1	14426921	**RS CARE Child** Dedicated pediatric CT imaging, including 70 kV scan modes and specific CARE Dose4D curves and protocols.

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Qty	Part No.	Item Description
1	14457418	**RS CARE Dashboard** Visualization of activated dose reduction features and technologies for each scan range of an examination to analyze and manage the dose to be applied in the scan.
1	14457417	**RS CARE Profile** CARE Profile: Visualization of the dose distribution of the scan range along the topogram prior to the scan.
1	14417696	**RS Extended Field of View #AWP** Software program with special reconstruction algorithms that allow for visualization of objects using a FOV up to 78 cm (non-diagnostic image quality). License to use software on a single unit.
1	14429826	**RS Workstream 4D #AWP** WorkStream 4D further enhances the already superb workflow of the SOMATOM CT system by offering direct generation of sagittal, coronal, oblique or double-oblique reconstructed images directly from CT raw data as part of the CT protocol.
1	14429827	**RS syngo 3D BoneRemoval #AWP** Simple, automated bone removal functionality for the syngo 3D application. Preconfigured algorithms for angiography and hip/pelvis fracture scenarios are included to facilitate fast removal of bone structure for three dimensional presentation and analysis of CT data.
1	14429828	**RS DICOM SR Viewer #AWP** The DICOM SR (structured report) Viewer allows to read reports created with specific applications (e.g. Circulation, Lung Care, Calcium Scoring and Onco) without the application itself being on the respective computer.
1	14426923	**RS Multi Purpose Table** Patient table to support up to 200 cm scan range. Motor-driven table height adjustment from min. 55 cm to max. 92 cm, longitudinal movement of the tabletop 200 cm in increments of 0.5 mm, positioning accuracy (horizontal) is +/- 0.5 mm. The accuracy of the repositioning (horizontal) is specified as +/- 0.25 mm. Table height can be controlled alternatively by means of foot switch (2 each on both sides of the patient table). In the case of emergency stop or power failure, the tabletop can also be moved manually in horizontal direction. Max. table load: 227 kg/500 lbs (with bariatric table top up to 307 kg/676 lbs); table feed speed: 1-200 mm/s; distance between gantry front and table base 40 cm. Positioning aids: Mattress protector, head-arm support (inclusive cushion), and non-tiltable head holders with positioning cushion set, patient restraining system for head fixation, restraining-strap set with body fixation strap that can be directly connected to the patient table top, headrest, table extension, knee-leg support.
1	14426842	**RS Mattress for MPT Standard TableTop** Replacement for the positioning mattress for Standard Multi-purpose tabletop.
1	14426694	**RS Table Side Rails** Side rails enable the quick and easy attachment of additional accessories such as an infusion bottle holder and i-control intervention module to the standard patient table.
1	14426812	**RS High Cap. Patient & Trauma Acc Kit** The High capacity and Trauma accessory kit contains additional Patient restraint set with a width of 400mm and additional table extensions for feet and head.
1	14426863	**RS Mat for High Cap.& Trauma Table Top** This mat is used for scanning non-bariatric patients on the flat, bariatric table top. Placing this mat on the bariatric table top eliminates the need to exchange the table top when non-bariatric patients are scanned. This mat has a curved profile and enables comfortable positioning of non-bariatric patients.
1	14429942	**RS Standard IRS** Reconstruction computer for the preprocessing and reconstruction of the CT raw data. The reconstruction computer contains a cluster of 1 high-performance GPU boards performing the preprocessing and reconstruction of the CT data. The raw data memory is 900 GByte. The peak recon performance is 40 frames/sec.
1	14426774	**RS UHR** UHR mode delivers Ultra High resolution in plane of up to 24lp/cm for high defined imaging of small structures such as inner ear, joints or fractures of the bone

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Qty	Part No.	Item Description
1	14426753	**RS syngo Security Package #AWP** Security package for general regulatory security rules
1	14417669	**RS Rear cover incl. gantry panels** Rear Cover including gantry control panels with control functionality from the backside.
1	14417672	**RS Cooling System Water** Water heat exchanger for the dissipation of heat loss generated in the gantry to an environmentally friendly cooling water circulation system. This optimizes system availability independently of the cooling water flow rate and temperature. System operation temperature 4 - 16 degrees C and 500 - 2500 l/h flow rate.
1	14417772	**RS Computer Desk** New CT desk to accommodate the control components and color monitor. Width: 1200 mm, Depth: 800 mm, Height: 720 mm.
1	14417773	**RS Computer Cabinet** New cabinet to accommodate the computer system and UPS. Matched to the design of the control console table. Width: 800 mm, Depth: 800 mm, Height: 720 mm
1	CT_RECON_192	**AS-64 slice configuration z-Sharp Tech.** The unique STRATON X-ray source utilizes an electron beam that is accurately and rapidly deflected, creating two precise focal spots alternating 4,608 times per second. This doubles the X-ray projections reaching each detector element. The two overlapping projections result in an oversampling in z-direction. The resulting measurements interleave half a detector slice width, doubling the scan information without a corresponding increase in dose. Siemens' proprietary UFC (Ultra Fast Ceramic) detectors and the corresponding 64-slice detector electronics enable a virtually simultaneous readout of two projections for each detector element - resulting in a full 64-slice acquisition. This sampling scheme is identical to that of a 64 x 0.3 mm allowing for reconstruction of 192 slices using 0.1 mm reconstruction interval increment. z-Sharp Technology, utilizing the STRATON X-ray sources and the UFC detectors, provides scan speed independent visualization of 0.33 mm isotropic voxels and a corresponding elimination of spiral artifacts in the daily clinical routine at any position within the scan field.
1	SURE_VIEW	**SureView** Provides exceptional image quality at any pitch setting, enabling you to scan faster because you can scan at any pitch without degrading image quality
1	UFC_DETECTOR	**UFC Detector** Ultra Fast Ceramics (UFC) technology is a unique type of scintillation technology material that quickly and efficiently transforms radiation from the X-ray tube into light signals. Its superb overall quantum efficiency and unique short afterglow enable time-critical X-ray detection at low doses and extremely fast data collection.
1	CT_LUNGIMAGINGAS64	**Lung Imaging** For well over a decade, CT has been recognized and used as the standard of care for lung nodule detection and sizing. This is due to CT's spatial resolution, geometric accuracy, and ability to create various reconstructions and 3D views. The high contrast environment in the chest between the lungs and the nodules makes for a relatively easy detection task for clinicians using CT images. Recent advances in CT technology have allowed these scans to be effectively performed at lower doses, higher resolutions, and faster scan times. The SOMATOM Definition AS64 CT is indicated for use in low dose lung cancer screening for high risk populations*. The AS64 is delivered with two specific scan protocols to provide low dose lung cancer screening exams at approximately 1.5 mGy CTDI for a standard size adult. These default protocols utilize Siemens proprietary dose reducing features such as CARE Dose4D(tm), automatic exposure control technology that modulates and adapts dose for every patient, for high image quality at low dose. *As defined by professional medical societies.

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Qty	Part No.	Item Description
1	ACCESS_PROTECT	**Access Protection** Scan Protocols are password protected allowing only authorized staff members to access and permanently change protocols
1	NEMA_XR-29	**NEMA_XR-29 Standard** This system is in compliance with NEMA XR-29 Standard Attributes on CT Equipment Related to Dose Optimization and Management, also known as Smart Dose.
1	CT_UPS_DEF_AS	**Standard UPS for Definition AS** The standard partial system uninterruptible power system (UPS) is built directly into the power distribution cabinet (PDC) and supports the critical circuits for table and gantry electronics, console computer, image reconstruction system, and the internal Ethernet switch (to ensure connectivity). This enables safe removal of patient if outage occurs during scanning. The UPS allows for a safe shutdown of the CT scanner in the event of power interruption. The UPS provides 5-7 minutes of power, during which the user is prompted and guided through the process to perform a safe shutdown of the system. This safe shutdown ensures that no data is lost.
1	CT_PM	**CT Project Management** A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.
1	CT_BTL_INSTALL	**CT Standard Rigging and Installation**
1	4SPAS014	**Low Contrast CT Phantom & Holder**
1	PSPD250480Y3K	**Surge Protective Device (SPD)**
1	CTSP4002	**CT Slicker** Thermoseal seams and flaps deflect fluids, reducing contaminant penetration into the cushion and table. Contaminants are retained on the tabletop or shunted to the floor. Cleanup is faster, more thorough, and contaminant build-up is reduced. Built using heavy, clear, micro matte vinyl, and top grade hook and loop fastening strips (Velcro) to better fit the specified table. Custom vinyl resists tears and minimizes radiologic interference. Latex free. Set includes CT Skirts. Includes warranty from RADSCAN Medical.
1	BR102369	**EmpowerCTA+ Injector - Ceiling** EmpowerCTA+ Injector System - Ceiling Mount w/EmpowerSync EmpowerCTA+ Dual Operating Syringe Contrast / Saline Injection Systems Includes : Injector head, remote control, remote control desktop mount, power supply, all cables and injector pendant switches. Includes installation, training and one year warranty through Bracco.
1	CT_INITIAL_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.

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Qty	Part No.	Item Description
1	SY_PR_TEAMPLAY	**teamplay Welcome & Registration Package** teamplay is a cloud-based network that brings together your imaging modality users, the systems' dose and utilization data, and the users' expertise to help you improve the delivery of care to your patients. Basic features are provided free of charge. Premium features (benchmarking, non-Siemens devices) are provided on a trial basis for three months at no charge, and may be used thereafter on a subscription fee basis. To register: http://teamplay.siemens.com/#/institutionRegistration/1
1	CT_ADDL_RIGGING	**Additional Rigging CT $3,500**

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Quote Nr:	**1-R15J6G Rev. 1**
Terms of Payment:	00% Down, 80% Delivery, 20% Installation Free On Board: Destination
Purchasing Agreement:	VIZIENT SUPPLY LLC VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr 1-R15J6G

SOMATOM Definition AS - Options and Upgrades for Installed Base

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

Qty	Part No.	Item Description
1	14446741	**Upgrade to SW syngo CT VA48A** Upgrade to newest software version; prerequisite for new features such as iMAR, TwinBeam Dual Energy or ADMIRE in combination with Stellar detector.
1	14447623	**Adapt. 3D Intervent. Suite Wireless** The complete solution for 2D and 3D non fluoroscopic and 2D fluoroscopic minimal invasive volume interventions. The Adaptive 3D Intervention Suite contains Adaptive 3D Intervention for 3D volume intervention. Intervention Pro for spiral and sequential non- fluoroscopic interventional procedures and complete organ coverage with maximal flexibility and with minimal single click effort i-Fluoro CT allows for 2 dimensional interventional fluoroscopic procedures i-Control CT supports interventional procedures as independent remote unit.
1	14420921	**Table Side Rails** Side rails enable the quick and easy attachment of additional accessories such as an infusion bottle holder and i-control intervention module to the standard patient table.
1	14433646	**Foot Switch** Foot switch for triggering scans from the gantry and the patient positioning table areas.
1	14408306	**Dual-Monitor Cart Intervention** Mobile equipment cart for the accommodation and safe installation of one or two monitors in the examination room.
1	14408105	**Dual 19" Monitor #AWP** Second 19-inch monitor for the Acquisition workplace (AWP)
1	CT_ADD_24	**Additional onsite training 24 hours** Up to (24) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	14408319	**19 flat screen monitor** The 19 monitor option supports CT interventions and CT fluoroscopy with a display in the examination room.

Contract Total: $614,000

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

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

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

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

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SIEMENS Healthineers

SIEMENS REPRESENTATIVE
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Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms and Acceptance. These terms and conditions constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Purchaser acknowledges that this is a commercial and not a consumer transaction. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.2 Refurbished/Used Products. For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, such Products will perform in accordance with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the availability of such Products to Purchaser cannot be guaranteed. If the Products are no longer available, Seller will use its best efforts to identify other suitable products in its inventory. If substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation.

1.3 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is not responsible for any required installation, validation, product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

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

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

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

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Due Upon Installation or Completion. Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.

4.5 Default; Termination. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser.

Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.

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

5. EXPORT TERMS

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

5.2 Purchaser agrees that Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with applicable export Control and US Sanction laws and regulations. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this Section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued

by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).

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

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

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

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

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

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

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

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

9. FORCE MAJEURE

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

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty.

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

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

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

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

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

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

11. LIMITATION OF LIABILITY

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

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS

AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

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

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

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

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

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

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Products, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. Provided that Purchaser gives Seller information, assistance and exclusive authority to evaluate, defend and settle such claims, Seller shall at its own expense and option: indemnify and defend Purchaser against such claims; settle such claims; procure for Purchaser the right to use the Products; or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products shall remain Seller's property and shall at all times be held in confidence by Purchaser.

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

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

15. ASSIGNMENT

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

16. COSTS AND FEES

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

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

18.1 This Agreement shall be governed by the laws of the state where the Product(s) will be installed, without regard to that state's choice of law principles.

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

19. COST REPORTING

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

20. INTEGRATION

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

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

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

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

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

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

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

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

05/15 Rev.

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (336) 856-9995

SIEMENS Healthineers

SIEMENS REPRESENTATIVE
Edwin Winicki - (336) 688-0978

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

1. DEFINITIONS: The following definitions apply to this Schedule:
"Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"Licensor" shall mean Siemens Medical Solutions USA, Inc.
"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**
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TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE IN OR IF A TRADE-IN IS LATER ADDED TO THS QUOTATION VIA A CHANGE ORDER. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS OF THE QUOTATION AND SHALL REMAIN IN EFFECT REGARDLESS OF ANY CONTRARY LANGUAGE IN THE QUOTATION.

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

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

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) any radioactive sources and other hazardous materials are removed from the equipment, (iv) equipment has been wiped down and decontaminated of any blood and/or other potentially infectious materials (v) 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 (vi) 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 items (i) through (v) above.

FOR MR SYSTEMS: cryogen levels must be least 65% upon time of de-installation. FOR MOBILE SYSTEMS: system must be road worthy and a state issued title transferring ownership to Seller (or Designee) must be received prior to the removal of the mobile system. FOR MODALITY TRADE SYSTEMS (non-ultrasound): The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment and on the date of de-installation after final inspection and test by the Seller (or Designee) has occurred, the Purchaser must supply licensed tradespeople to disconnect the power and plumbing (including draining/removing and disposing of any hazardous materials including, but not limited to, glycol coolant from the chiller, oil from the transformer and radioactive sources, as examples.). Any additional costs due to the need to use a larger rig (other than a standard 80 ton rig), as well as any construction activities, street closings, permits, etc., required to de-install/remove the equipment are out-of-scope costs and will be the responsibility of Purchaser. FOR ULTRASOUND SYSTEMS – Purchaser may provide transducers with the Ultrasound unit being traded in, but will not receive additional credit for such transducers.

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CT Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty[1]**	**Coverage**	
SOMATOM.go			SOMATOM.go requires Smart Remote Services (SRS) Connection prior to system installation or requires purchase of "No SRS" option.
CT System (not including consumables)	12 months	Full Warranty (parts & labor, including ALL tubes) Principal Coverage Period 8am-5pm Monday through Friday [2]	
The parts warranty below only applies to purchased parts, not to replacement parts provided pursuant to a warranty. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty.			
Vectron	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
Straton	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 181, 202, 302, 352	Prorated to a maximum of 40,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (40,000 – scan-seconds used) / 40,000*100
Dura Akron B tubes	Prorated to a maximum of 40,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (40,000 – scan-seconds used) / 40,000*100
Dura Akron Q tubes	Prorated to a maximum of 30,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (30,000 – scan-seconds used) / 30,000*100
Dura Akron 422 tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Dura Akron 688 tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Chronon tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Athlon tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100

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	whichever occurs first		
Consumables	Not covered		

Post-Warranty (after expiration of system warranty) – Replacement parts only!			
Items above	As described above, but parts only	As described above, but parts only	As described above, but parts only
Spare Parts	6 months	Parts only	

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

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

[2] Standard deliverable independent of subsequent service contract commitment

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Detailed Technical Specifications

SOMATOM Definition AS - Options and Upgrades for Installed Base

Part No. / Product	Description
14446741 Upgrade to SW syngo CT VA48A	*syngo* CT VA48A upgrade enables various great features such as ADMIRE, iMAR, FAST 3D Align TwinBeam Dual Energy. In addition, VA48A SW includes the following functions as standard. - ECG Signal Indicator - FAST Contact - t-MIP - New concept in respiratory gating* *requires optional HW As a result, *syngo* CT VA48A upgrade can improve your process efficiency, expand your clinical capabilities, reduce radiation, and help you to achieve higher patient satisfaction. **ECG Signal Indicator:** ECG signal monitoring now available at gantry display to control positioning of ECG pads and quality of ECG signal(impedance vs. patient skin). **FAST Contact*:** Service ticketing feature. SOMARIS customers can request support from Siemens Customer Care Center (CCC) directly from the SOMARIS UI without calling the CCC hotline. *Availability depending on country specification. **t-MIP:** Track the movement path of organs or tumors with a temporal MIP of multiphase data (e.g.respiratory gated data). **New concept in respiratory gating:** Prospective and retrospective gating, support of Varian RGSC.
14447623 Adapt. 3D Intervent. Suite Wireless	The Adaptive 3D Intervention Suite contains: Adaptive 3D Intervention as a built-In 3D minimal non invasive solution for spiral and sequential CT guided interventional procedures. It allows for 3D volume intervention - near to real-time interventional CT Imaging with coronal/sagittal/oblique images. It also allows for switching scan modes on the fly during intervention. Additionally an interventional 3D toolbar is available supporting *syngo*® 3D tools, Path Planning, to navigate the needle cautiously during the intervention including: - Auto Needle Detection - Switch between patient oriented view and needle oriented view - i-NeedleSharp to avoid needle artifacts during an sequential intervention. i-NeedleSharp can be switched on and off (available on tiltable gantries). Intervention Pro supports spiral and sequential non- fluoroscopic interventional procedures and complete organ coverage with maximal flexibility and with minimal single click effort. It is designed for fast and intuitive non-fluoroscopic interventional procedures such as drainage, biopsies or pain therapy. It also allows for switching scan modes between sequential to spiral mode on the fly during CT intervention It contains: 2D Basic interventions, i-Sequence mode, i-Spiral mode, customizable user layouts and interventional toolbars. i-Fluoro CT i-Fluoro CT allows for ultrafast 2-dimensional interventional fluoroscopic procedures. Fluoroscopic scans are

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Part No. / Product	Description
(Continued) **14447623 Adapt. 3D Intervent. Suite Wireless**	acquired with low dose techniques and displayed in real time with up to 10 frames/s on an additional in-room monitor. It also allows for switching scan modes on the fly during intervention. HandCARE™ for i-Fluoro reduces on-line radiation exposure to the user by switching the radiation off in the upper segment of the 360° tube-rotation. It switches off the x-ray exposure for a 100° angle between three user selectable positions (10:00, 12:00 and 2:00 o´clock).Thus providing a significant dose saving to the operator's hand while keeping the image quality constant. i-Control CT The interventional control panel (i-Control) supports interventional procedures as independent remote unit. The i-Control can be attached to the side rails of the table*, or an i-Control trolley*. i-Control Wireless CT module supports interventional procedures as independent wireless remote unit. Documentation: Images are stored in file system for easy filming and archiving. * Optional
14408306 Dual-Monitor Cart Intervention	Consisting of: Equipment cart with installation kit, voltage supply, video transmitter, video receiver, power supply cable and a 30 m fiber-optic cable set protected with spiral wrap for connecting the flat screen monitor. The monitor cart can be used for one or two monitors.
14408105 Dual 19" Monitor #AWP	Siemens proprietary *syngo* software visualizes the examination workflow in individual process steps on so-called task cards, such as the patient registration, examination, viewing or 3D task card. The dual monitor feature enables the split of the *syngo* task cards on two monitors in two different ways. This option includes the *syngo* dual monitor software and a second high resolution, flicker-free, 19-inch (48 cm) color flat panel display for medical diagnostic applications. This display provides a resolution of 1280 x 1024 and has a wide viewing angle, features high contrast even under high ambient light conditions. Display light output stability is ensured by controlled backlight throughout the whole lifetime. Possibility one: One monitor displays the viewing task card, for instance for the interactive review of image data. All other *syngo* task cards are displayed on the second monitor. Possibility two: Both monitors display the 3D-Basic task card, enabling the viewing and manipulation of two different datasets on two monitors. It enables the comparison of two series from the same patient e.g. pre and post contrast or the comparison of two studies from the same patient e.g. pre and post surgery.
14408319 19 flat screen monitor	Scope of delivery and functions: - High-resolution, flicker-free monitor with 48 cm (19 in) flat screen, 1280 x 1024 resolution, 75 frames/s for parallel viewing and visual checking during the examination. The max. depth of the monitor is only 111 mm. Display suitable for medical diagnostic applications (room class 1 and 2 acc. To DIN 6868-157). In addition, a ceiling support or a monitor cart is required for installing the flat screen monitor (optional).