NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES

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

VIA EMAIL ONLY

November 10, 2020

Nancy Lane
nlane@pda-inc.net

Exempt from Review – Replacement Equipment

Record #:	**3407**
Facility Name:	Iredell Memorial Hospital
FID #:	933284
Business Name:	Iredell Memorial Hospital, Incorporated
Business #:	1032
Project Description:	Replace existing cardiac catherization equipment
County:	Iredell

Dear Ms. Lane:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of October 30, 2020, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the Vizient Angio-Cardio-XR0313 to replace the existing GE Inova 3100 with serial number 704878CL31. This determination is based on your representations that the existing unit will be traded-in with the vendor upon purchase of the new piece of equipment and will not be used again in the State without first obtaining a certificate of need if one is required.

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

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

Sincerely,

Misty L. Piekaar-McWilliams
Project Analyst

Martha J. Frisone
Chief

cc: Acute and Home Care Licensure and Certification Section, DHSR
Construction Section, DHSR

October 30, 2020

Ms. Martha Frisone
Chief, Healthcare Planning and Certificate of Need Section
Misty Piekaar-McWilliams CON Analyst
Division of Health Service Regulation/ DHSR
809 Ruggles Drive
Raleigh, NC 27603
misty.piekaar@dhhs.nc.gov

RE: Exemption from CON Review and Determination of Non-Reviewability to Replace Cardiac Catheterization Equipment and Temporarily Use Angiography Equipment for Cardiac Catheterization, Iredell Memorial Hospital, Statesville, Iredell County, CON No. F-FID 933284

Dear Ms. Frisone and Ms. Piekaar-McWilliams:

The purpose of this letter is to provide notice to the North Carolina Department of Health and Human Services, Division of Health Service Regulation ("DHSR"), Certificate of Need Section ("Agency") that Iredell Health intends to replace 13-year old cardiac catheterization equipment at Iredell Memorial Hospital, as required by NCGS 131E-184(a).

The project meets the requirements of both Replacement Equipment at NCGS-131E-176(22a) and Exemption for replacement equipment at NCGS 131E-184(g).

- The replacement equipment will be purchased refurbished and cost less than $2,000,000 including required renovations and installation.
- It will replace equipment that is in service and has been in continuous service for at least three years.
- The project will not increase the cost or charges of the cardiac catheterization service by more than 10 percent.
- The existing cardiac catheterization equipment, GE Inova 3100 Serial No. 704878CL31 will be removed from service and returned to the vendor as trade-in on the new equipment.
- The replacement will be located on the main campus of the hospital in the main hospital building in which the hospital provides clinical activities and exercises financial and administrative control.

The replacement is necessary because the 13-year old GE equipment is no longer upgradeable and has had repair issues.

During the renovations, Iredell Memorial Hospital will provide cardiac catheterization procedures with angiography equipment that has cardiac catheterization capability. Iredell Health acquired that equipment under authorization by CON No. F-7268-05.

To make room for the cardiac catheterization procedures on the angiography equipment, Iredell Health will relocate vascular procedures to a special procedures room during the construction period. As soon as the replacement cardiac catheterization equipment is functional, Iredell Memorial Hospital will cease use of the angiography laboratory for scheduled cardiac catheterization procedures and resume vascular procedures on the angiography equipment. According to Iredell Health's schedule, installation will occur during the next six months.

We are requesting that the Agency confirm that temporary use of the angiography equipment for cardiac catheterization procedures is consistent with Iredell Health authorization for one cardiac catheterization laboratory ant that the proposed changes are either not reviewable as a new institutional health service under the North Carolina Certificate of Need law or, in the alternative) exempt from review under the CON law's exemption provisions in N.C. Gen. Stat.§ 131E-184(g).

Sincerely,

John G. Green
President and CEO

Attachments:

Exhibit A - Vendor Quote with Trade in and Construction Estimate Revels
Exhibit B - Proposed Total Capital Cost of Project
Exhibit C - Existing/Replacement Equipment Comparison

Exhibit A

Insert Vendor quote from Siemens

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

SIEMENS REPRESENTATIVE
Mathew Hayes
mathew.hayes@siemens-healthineers.com

Quote Nr:	**CPQ-209871 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 CPQ-209871 Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT ANGIO-CARDIO - XR0313 is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

RS MULTISPACE.F

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

Qty	Part No.	Item Description
1	14442448	**RS MULTISPACE.F** Manual stand rotation for additional work positions.
1	14445494	**RS 4P wireless footswitch inst. of cbl** Wireless footswitch connection Note: Wireless replaces the wired connection.
1	14445497	**RS Fluoro Loop** Storage and review of dynamic fluoroscopic sequences. This saves an additional acquisition and helps to reduce dose. The maximum storable fluoroscopic time is limited by the maximum DICOM file size of 4 Gbyte.
1	14445889	**RS LV Analysis** Analysis of the left ventricular function of the heart.
1	14442446	**RS Vascular analysis** Vessel analysis with determination of degree of stenosis, distance measurement and calibration.
2	14442451	**RS Lower body radiation protection** This radiation shield protects the user from scattered radiation when standing at the table side. It can be attached to the accessory rails either on the right or on the left side of the patient positioning table. It provides the user an additional accessory rail. It includes a basic unit (71.5 cm x 75 cm / 28.2" x 29.5" (l x w); 7.7 kg / 16.98 lb), one lower body radiation protection pivot swivel element (77 cm x 48 cm / 30.3" x 18.9" (l x w); 3.8 kg / 8.4 lb) and three clip-on units (57 cm / 22.4" x 33 cm / 12.99" (l x h), 2.2 kg / 4.85 lb; 27 cm / 10.6" x 33cm / 12.99", 0.9 kg / 1.98 lb and 27 cm / 10.6" x 25cm / 9.8", 1 kg / 2.2 lb) with a lead of 0.5 mm / 0.02" Pb. The maximum weight of the accessory rails is 40 kg (88.2 lb). Intended only for use with Artis / ARTIS tables.

1	14442459	**RS Moveable upper body rad. protection** This radiation shield protects the user from scattered radiation. For room heights up to 290 cm / 114.2". It includes a ceiling rail (4 m / 157.5"), a ceiling mounted and movable stand (80 cm or 57 cm / 31.5" or 22,4"), a support arm (94 cm x 91 cm / 37" x 35.8") and an acrylic glass. The shield is made of acrylic glass with lead equivalent of 0.5 mm (w x h: 61 cm x 76 cm / 24" x 29.9"), which can pivot and rotate around a fixed point with a range of 360 degrees. The operation range is limited when used with Artis floor/biplane MN. Max. weight: 18 kg / 39.68 lb.
1	14442449	**RS DICOM RIS-Modality Worklist** Import of patient/examination data from an external RIS/HIS patient management system with DICOM MWL (Modality Worklist).
1	14442616	**RS Injector conn. in the control room** Interface for controlling the contrast medium injector in the control room. Injectors can be offered by Siemens Healthcare Accessory Solutions
1	14430143	**RS Artis zee floor Combo Card./Rad.** Artis zee floor for cardiology and radiology now features PURE®. PURE adds smooth interaction to Siemens' smart technologies. It is designed to boost productivity and enhance outcomes for certain clinical applications while increasing image quality and reducing dose. The floor-mounted C-arm offers highly flexible positioning. The motorized rotation of the C-arm from a head-end position to a lateral position allows for free head access and full patient coverage. The patient table is fitted with a freely movable patient positioning tabletop. The Megalix Cat Plus X-ray tube with flat emitter technology enables small focus sizes and strong, short X-ray pulses. The as20 flat detector is optimized for cardiology and allows for steep angulations. Frame rates up to 30 f/s and functions for displaying and storing ECG curves are included. Digital acquisition technology and digital subtraction angiography with up to 7.5 f/s in 1k/12 bit matrix are available. The complete CARE+CLEAR package offers optimal image quality at the lowest reasonable dose. Live and reference images are displayed on two 19" flat screens in the exam room. In the control room live images are displayed on a third screen.
1	14434765	**RS ecoline AX 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	14458040	**RS FD as40HDR Card ins. of as20 1**

Enlarging your field of view

When ordering this flat detector, the following components of the basic configuration

- as20 flat detector
- MEGALIX Cat Plus 125/40/90-121GW
  (2 foci) X-ray tube assembly
- Cardiac collimator

are replaced with

- as40 flat detector
- MEGALIX Cat Plus 125/20/40/80-122GW
  (3 foci) X-ray tube assembly
- Angio collimator

or
with our new Artis version VD11D we now deliver:
as40HDR* flat detector instead of as40 flat detector

*Disclaimer:
The products/features in combination with Artis zee (here mentioned) are not commercially available in all countries. Due to regulatory reasons their future availability cannot be guaranteed. Please contact your local Siemens organization for further details.

as40HDR* flat detector
The digital high-resolution dynamic flat detector with integrated removable grid is especially designed to fulfill the requirements of interventional imaging.
The large high dynamic range (HDR) detector, along with the entire 16-bit imaging chain for 3D-imaging, enables intraoperative, cross-sectional imaging (with optional available syngo DynaCT) to visualize objects down to 5 HU with up to 4 times greater contrast.

1	14442606	**RS Prep. for PERISTEPPING/-VISION** Motorized stepping of the patient table in the longitudinal direction for peripheral examinations.
1	14445493	**RS PERISTEPPING / PERIVISION** Motorized stepping for real-time bolus chasing. C-arm stepping with ARTIS pheno and ceiling mounted systems, table stepping with floor mounted and biplane systems. Peripheral digital angiography with stepping and online subtraction display.
1	14442465	**RS Sec. operation in the control room** Interface for connecting the additional system control from the control room. Rail profile for hanging control modules (e.g. the table module) in the control room. Safety button for switching off all system functions from the control room.
1	14442474	**RS Secondary Hand Switch Ctrl (C Room)** Additional hand switch for radiation release and additional control functions.
1	14442462	**RS Large Display video controller 18** Large Display Video Controller 18 is the middle of three different video controller sizes. A maximum of 18 video signals can be connected and displayed simultaneously on the Large Display. The Large Display video controller 18 receives various internal and external video signals for presentation to scale on the Large Display. Up to 18 external and internal video sources can be connected (max. 14 DVI-D and 4 analog (VGA) channels).
1	14442646	**RS Large Display large work area** Preparation for the large color flat screen display on an extended arm for increased reach and working range. An additional cantilever beam extends the radial coverage of the display by approximately 60 cm.

This extended suspension is installed on a ceiling-mounted carriage. The display holder is height-adjustable, longitudinally mobile and can swivel and rotate.

In case of a ceiling-mounted or biplane configuration the carriage operates in the same rails as the C-arm carriage, which
have been extended by 1.2 m for easy operation.

This item also includes cables for the examination room.

Note: The type of large display can be chosen with a separate position.

1 14448305

RS LD High Contrast panel size 55"
Large color flat screen display (including cables) for the examination room, with a panel diagonal of 55". This large display version provides an excelling clinical image quality due to it's new IPS panel technology.

1 BART700TABL

Mark 7 Arterion, Table Mount Injector
The Arterion Mark 7 Table contrast medium injector allows for the remote installation of the system power supply and installation of the injector head onto a table bracket.

The injector system includes:
Power supply and injector head with corresponding cabling
An adjustable height table bracket for the injector head
A desk mounted user control console with large touch screen

Functions
Pressure limitation:
for 150 ml syringes 689 to 8273 kPa,
corresponds to 100 to 1200 psi. .

Flow rates for 150 ml syringes:
0.1 to 45 ml/s in increments of 0.1 ml/s
0.1 to 59.9 ml/min in increments of 0.1 ml/min
rise/fall: 0 to 9.9 s in increments of 0.1 seconds

Release delay for injection or radiation:
0 to 99.9 s in increments of 0.1 s.

Adjustable volume for 150 ml syringes:
1 ml to the max. syringe capacity in increments of 1 ml.

Fill rate:
Variable syringe filling speed 1-20ml/s.

Injection protocols:
Up to 40 injection protocols possible.

Parameters currently displayed on the touch screen display and on the head display:
Injection speed
Injection volume
Remaining volume
Injection duration
Applied pressure

Contrast medium heating:
Nominal 35°C (95°F)+-5°C (9°F)

Injection data memory
Up to 50 injection data items stored

Included in the scope of delivery
Injector standard configuration 150 ml
SIEMENS interface cable
Operator Manual

		Service manual (English). Power supply 200 V to 250 V; 50/60 Hz.
1	BINSART700R	**Arterion Rack Mnt Install**
1	EPW935515UPS	**Eaton Powerware 9355 15 kVA UPS** Includes UPS, battery, maintenance bypass panel, and one year on-site parts and labor coverage (24x7) by Eaton Powerware. This UPS is recommended when protection and uninterruptible power is required for the Artis' C-arm and table. Emergency fluoroscopy is not available with this UPS. If emergency fluoroscopy is required, the 9390 - 160 kVA UPS is recommended for the full system. One UPS per lab. Additional seismic brackets are required to make this system OSHPD approved.
1	AXA_RIG_ZEESP_STD	**Standard Rigging zee SP**
1	AXA_TRADE_IN_ALLOW	**TRADE-IN: GE Innova 3100; Project 2020-0393; De-Install/expire date 01/2021; ($8,250)**
1	AXA_EDU_IRADCARD	**Interventional Rad/Card Education Pkg** This Interventional Radiology & Interventional Cardiology education package includes Post-Go Live training: - Dedicated Siemens Education Consultant: partnering with your Education Coordinator to create a blended curriculum adapted to your facility's individual needs. - Blended Learning: onsite, digital (immersive, online & virtual), and instructor-led classroom fortified by an ASRT approved checklist. - On-site Customization: optimizing system hardware, software, clinical workflow and operating safety consistent with the cleared use of the system. - Ongoing Educational Case Support: ability to request onsite case-support with a Siemens Clinical Education Specialist for your advanced procedures. This education package includes: - Go Live: Onsite clinical applications sessions, guiding staff members, reinforcing concepts and practices acquired during pre-training during operation. - Warranty / Post-Go Live: Continuation of the CEP delivery. Ongoing case support on advanced request and subject to availability. Parties will mutually agree on deliverables and scheduling of the requested training. This educational offering must be utilized within 12 months following install end date. If this offering is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	AXA_INITIAL_28	**Initial onsite training 28 hrs** Up to (28) hours of on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund
1	AXA_FOLLOWUP_28	**Follow-up training 28 hrs** Up to (28) hours of follow-up on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	AXA_BUDG_ADDL_RIG	**Budgetary Add'l/Out of Scope Rigging $12,500**
1	14448215	**RS Large Display diagn. protection** The high quality laminated glass protective screen protects the panel of the monitor against mechanical damage and fluid ingress on the front. It is suited for clinical image evaluation.

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

SIEMENS REPRESENTATIVE
Mathew Hayes
mathew.hayes@siemens-healthineers.com

Features:
The laminated glass enforces high mechanical strenght and resistivity against mechanical impact,
the special coating reduces reflections for a continuous image quality,
excellent spectral transmisison of at least 98%,
can be added to existing Artis Large Display installations.
Weight: approx. 12kg (55") up to 16kg (60")

Note: Observe the maximum permissible load of the display suspension, a combination with other options mounted to the display suspension might be restricted.

System Total: **$ 529,500.00**

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

SIEMENS REPRESENTATIVE
Mathew Hayes
mathew.hayes@siemens-healthineers.com

OPTIONS on Quote Nr : CPQ-209871 Rev. 0

OPTIONS for RS MULTISPACE.F

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

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	14442617	**RS Wide tabletop with thin mattress** This tabletop has a rectangular shape. It includes a carbon fiber patient tabletop and a set of three Velcro body straps for securing and compressing the patient. Maximum weight: 290 kg / 639.3 lb. Maximum weight in connection with tilting table: 200 kg (440.93 lb). Weight: 12 kg / 26.5 lb. Length: 2278 ± 1 mm / 89.7 ± 0.04". Width: 525 ± 0.5 mm. Matching this tabletop a mattress and a mattress cover is included. This mattress adapts to the individual body shape under the influence of body weight and heat. It is made of open-pore polyurethane material. Mattress thickness: 40 ± 5 mm (1.6 ± 0.2"). Mattress weight: 5 kg (11 lb).	**+ $ 16,022.00**	X

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40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Mathew Hayes
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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.

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

SIEMENS Healthineers

SIEMENS REPRESENTATIVE
Mathew Hayes
mathew.hayes@siemens-healthineers.com

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

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

2. PRICES

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

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

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

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

5. EXPORT TERMS

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

6. DELIVERY, RISK OF LOSS

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

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

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

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

9. FORCE MAJEURE

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

10. WARRANTY

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

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

11. LIMITATION OF LIABILITY

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

12. INSTALLATION - ADDITIONAL CHARGES

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

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

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

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

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

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

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

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

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

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

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

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

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

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

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

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

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

26. ACCESS TO BOOKS AND RECORDS

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

27. DISPOSITION OF PRODUCTS

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

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

SIEMENS Healthineers

SIEMENS REPRESENTATIVE
Mathew Hayes
mathew.hayes@siemens-healthineers.com

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

1. DEFINITIONS: The following definitions apply to this Schedule:
"**Agreement**" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"**Licensor**" shall mean Siemens Medical Solutions USA, Inc.
"**Licensee**" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"**Software**" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"**Documentation**" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"**Designated Unit**" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
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Revised 03/15/05

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

SIEMENS REPRESENTATIVE
Mathew Hayes
mathew.hayes@siemens-healthineers.com

TRADE-IN EQUIPMENT REQUIREMENTS

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

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

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

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

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

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

SIEMENS Healthineers

SIEMENS REPRESENTATIVE
Mathew Hayes
mathew.hayes@siemens-healthineers.com

AT Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**	
X-Ray System (not including consumables)	12 months	Full Warranty (parts & labor) Principal Coverage Period 8am-5pm Monday through Friday [3]	Includes Flat Panel Detectors

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.			
All AT Flat Panel Detectors (Includes HDR, Q.zen, Pixium, PaxScan, Canon, and LMAM Detectors)	First 12 months Months 13 through 36	100% Wear or Failure parts and labor Prorated credit given to customer against replacement cost	credit percentage = (36 - months in use) / 36 * 100
Image Intensifier Tubes (Sirecon, Optilux)	First 12 months Months 13 through 24	Prorated credit given to customer against replacement cost, parts only	credit percentage = (24 - months in use) / 24 * 100
Megalix Cat Plus Tube	First 12 months Months 13 through 24	80,000 SLU[2] or 12 months, whichever occurs first Prorated credit given to customer against replacement cost, parts only	credit percentage = (24 - months in use) / 24 * 100
Gigalix Tube	First 12 months Months 13 through 24	100,000 SLU[2] or 12 months, whichever occurs first Prorated credit given to customer against replacement cost, parts only	credit percentage = (24 - months in use) / 24 * 100
Single Tank Tubes (Polyphos P125-135, Sirephos SR)	12 months		

Single Tank X-Ray Tubes (Powerphos)	Prorated to a maximum of 80,000 SLU[2] or 12 months, whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (80,000 - SLU used) / 80,000 * 100
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] SLU: Siemens Load Unit (1 exposure or 2 seconds cine DCM (Digital Cine Mode) or 15 seconds Digital Pulsed Fluoroscopy (DPF)

[3] Standard deliverable independent of subsequent service contract commitment

EXHIBIT B

PROPOSED CAPITAL COSTS

Project name: Replacement of GE Inova 3100 cardiac catheterization equipment

Proponent: Iredell Health

Building Purchase Price	
Purchase Price of Land	
Closing Costs	
Site Preparation	
Construction/Renovation Contract(s)	182,157
Landscaping	
Architect / Engineering Fees	NA design build
Medical Equipment	529,500
Non-Medical Equipment	0
Furniture	0
Consultant Fees (Physicist calibration + Rigging)	+16,022
Financing Costs	0
Interest during Construction	0
Other (specify) Contingency	$10,000
Total Capital Cost	$737,679

I assure that, to the best of my knowledge, the above capital costs for the proposed project are complete and correct and that it is my intent to carry out the proposed project as described.

John G. Green

11/2/2020

Date

EQUIPMENT COMPARISON for REPLACEMENT EQUIPMENT EXEMPTION **Exhibit C**

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	Cardiac Cath	Cardiac Cath
Manufacturer of Equipment	GE	Siemens
Tesla Rating for MRIs	NA	NA
Model Number	Inova 3100	ARTIS
Serial Number	704878CL31	
Provider's Method of Identifying Equipment	GE Cath Lab	Artis Cath Lab
Specify if Mobile or Fixed	fixed	fixed
Mobile Trailer Serial Number/VIN#	NA	NA
Mobile Tractor Serial Number/VIN#	NA	NA
Date of Acquisition of Each Component	2007	2021
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	new	new
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	$3,024,630.32	See form Exhibit B
Total Cost of Equipment	1,009,760.19	$529,500
Fair Market Value of Equipment	1,009,760.19	$529,500
Net Purchase Price of Equipment	1,009,760.19	$529,500
Locations Where Operated	Iredell Memorial Hospital	Iredell Memorial Hospital
Number Days in Use/To be Used in N.C. Per Year	365	365
Percent of Change in Patient Charges (by Procedure)		<10%
Percent of Change in Per Procedure Operating Expenses (by Procedure)		<10%
Type of Procedures Currently Performed on Existing Equipment	Cardiac Cath / vascular	
Type of Procedures New Equipment is Capable of Performing		Cardiac Cath/ vascular

From: Nancy Lane
To: Piekaar, Misty L
Cc: Kimberley Hussey; Waller, Martha K; Kelly Ivey
Subject: [External] Exemption Request Iredell Memorial
Date: Monday, November 2, 2020 6:10:01 PM
Attachments: Scanned from a IMH Admin Xerox.pdf

Good Evening Misty,

Attached is an Exemption Request for Iredell Memorial Hospital in Iredell County. Could you please acknowledge receipt by return email?

Thanks for your assistance. If you have any questions, please do not hesitate to call.

Regards,

Nancy

Nancy M. Lane
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PDA, Inc
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