NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

April 14, 2022

Melissa K. Shearer
Melissa.shearer@conehealth.com

No Review

Record #:	**3878**
Date of Request:	March 4, 2022
Facility Name:	The Women's Hospital of Greensboro
FID #:	990438
Business Name:	The Moses H. Cone Memorial Hospital Operating Corporation
Business #:	1815
Project Description:	Relocate a CT Scanner from The Women's Hospital of Greensboro to the Cone Health Main Campus (FID#943494)
County:	Guilford

Dear Ms. Shearer:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your correspondence regarding the project described above. Based on the CON law **in effect on the date of this response to your request,** the project as described 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.

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,

Gregory F. Yakaboski, Project Analyst

Micheala Mitchell

Micheala Mitchell, Chief

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

From: Hall, Andrew
To: Yakaboski, Greg
Subject: [External] Cone Health CT Scanner Exemption
Date: Tuesday, April 12, 2022 7:54:37 PM

Hi Greg,

The existing CT scanner located at the Green Valley campus will be disposed of by the vendor as documented on Page 7 of the quote included as Attachment 2 and will not be used again within North Carolina without first obtaining a Certificate of Need from the Agency if applicable.

Thanks,

Andrew

Andrew Hall, DHA

Cone Health | Strategy and Planning

Assistant Director, Strategic Business and Market Planning

Direct Dial: 336.663.5609 | Fax: 336.663.5611

Website: conehealth.com

Waller, Martha K

From: Hall, Andrew <Andrew.Hall@conehealth.com>
Sent: Friday, March 11, 2022 11:59 AM
To: Yakaboski, Greg
Subject: [External] CT Scanner Replacement Exemption Request

Greg,
In response to your request for additional information:

- The request is made on behalf of the hospital licensed as Cone Health
  - Please note that this may be confusing as both the license issued by DHSR and the branding for the integrated health care system are both Cone Health.
- The hospital license number for Cone Health is #H0159 and the FID is 943494
- The business owner is The Moses H. Cone Memorial Hospital Operating Corporation
  - For informational purposes, The Moses H. Cone Memorial Hospital Operating Corporation is 100% owned by The Moses H. Cone Memorial Hospital (the ultimate parent corporation of Cone Health)
- The Moses H. Cone Memorial Hospital Operating Corporation is located at 1200 North Elm Street, Greensboro, NC 27401. The phone number is 336-832-7000.
- Cone Health is a multi-campus facility
- The main campus of Cone Health is The Moses H. Cone Memorial Hospital
  - Please note that this may be confusing as the main campus shares a name with the ultimate parent corporation of the health system
- The main campus of Cone Health is located at 1200 North Elm Street, Greensboro, NC 27401. The phone number is 336-832-7000.
- A satellite campus licensed as part of Cone Health is the Green Valley Campus. It is located at 801 Green Valley Road, Greensboro, NC 27408. The phone number is 336-832-7000.
- These campuses are approximately two miles apart
- The request is to replace an existing CT scanner at the Green Valley Campus and relocate it to The Moses H. Cone Memorial Hospital
  - Both campuses are licensed as part of the same hospital

Please let me know if you need any additional information.
Thanks,
Andrew

Andrew Hall, DHA
Cone Health | Strategy and Planning
Assistant Director, Strategic Business and Market Planning
Direct Dial: 336.663.5609 | Fax: 336.663.5611
Website: conehealth.com

CONE HEALTH
The Network for Exceptional Care

Strategy and Planning
1200 North Elm Street
Greensboro, NC 27401-1020
336.663.5600
www.conehealth.com

December 9, 2021

Ms. Micheala Mitchell, Chief
Ms. Celia C. Inman, Project Analyst
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation, NC DHHS
2704 Mail Service Center
Raleigh, NC 27699-2704

Re: Exemption Request

Dear Ms. Mitchell and Ms. Inman:

I am writing to you today to provide prior written notice that Cone Health intends to relocate and replace one (1) computerized tomography (CT) scanner between campuses on the Cone Health (Lic# H0159) license pursuant to NCGS § 131E-184(f). This equipment replacement project will not increase the total inventory of CT scanners owned by Cone Health.

The existing equipment is a 16-slice Siemens Emotion 16 CT scanner purchased by Cone Health and installed at Women's Hospital in 2010. Since Cone Health purchased the equipment over 10 years ago, the equipment has reached the end of its useful life. The existing CT scanner is technologically outdated and cannot perform the more complex scans required to meet patient and physician demand for safer, more effective scans. Additionally, during the past fiscal year when the campus was operating as the Green Valley Campus for the treatment of COVID-19 patients, the existing equipment suffered multiple breakdowns and, due to a severe lack of available parts, some COVID-positive patients had to be transferred to other acute care hospitals for CT exams. The proposed Siemens Somatom Force that will be located at The Moses H. Cone Memorial Hospital addresses all of the above issues and expands the capabilities of the existing CT scanner by allowing for additional capabilities around cardiac CT. Please see *Attachment 1* for a comparison of the features of the existing and proposed replacement equipment.

The capital cost for the Siemens Somatom Force CT scanner is $1,654,409. *Attachment 2* includes a quote from Siemens. Page 7 indicates that Siemens will remove and dispose of the existing equipment. The total capital cost for the project is estimated to be $3,300,000, including approximately $1.3 million in construction costs and architecture and engineering fees. These costs were estimated by Cone Health's

Construction Management team in conjunction with TFF Architects based on their experience with similar projects and include the cost of relocated the equipment to The Moses H. Cone Memorial Hospital. A full capital cost breakdown is included in *Attachment 3*.

The proposed project meets the requirements set forth in NCGS § 131E-184 (f). First, The Moses H. Cone Memorial Hospital, located at 1200 North Main Street, Greensboro, North Carolina, 27401, is a main campus as defined by NCGS § 131E-176(14n). CT services are provided on the campus at the same address. The Moses H. Cone Memorial Hospital is licensed as an acute care hospital by the Acute and Home Care Licensure and Certification Section of DHSR. Please see *Attachment 4* for relevant pages of Cone Health's 2020 Hospital License Renewal Application confirming the main campus address and the operation of CT scanners at both The Moses H. Cone Memorial Hospital and the Green Valley Campus. Preston Hammock, President, The Moses H. Cone Memorial Hospital and Senior Vice President, Cone Health, exercises operational and financial control of The Moses H. Cone Memorial Hospital. His office is located in the administration suite at The Moses H. Cone Memorial Hospital. *Attachment 5* includes a campus map of The Moses H. Cone Memorial Hospital showing the hospital campus, the administration suite, and the imaging department where the replacement CT scanner will be located. Second, a certificate of need was not required when the equipment being replaced was initially purchased by the health service facility. The CT scanner was replaced in 2010 at a capital cost of $307,358 as shown in *Attachment 1*. Since the total capital cost was less than $750,000, the replacement was not subject to CON review. Finally, this letter serves as prior written notice to the Department.

I look forward to receiving confirmation of the exempt nature of this project. Please feel free to reach out to me with any questions you have.

Sincerely,

Melissa K. Shearer
Executive Director
Strategy and Planning

Enclosure

cc: Ike Ichite, Executive Director, Imaging and Respiratory Care Services
Sherry Nance, Director, Radiology Services, Moses Cone Hospital

Attachment 1

Equipment Comparison Form

EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	**REPLACEMENT EQUIPMENT**
Type (e.g., Cardiac Catheterization, Gamma Knife®, Heart-lung bypass machine, Linear Accelerator, Lithotriptor, MRI, PET, Simulator, CT Scanner, Other Major Medical Equipment)	CT Scanner	CT Scanner
Manufacturer	Siemens	Siemens
Model number	16 Slice CT Scanner	Somatom Force
Other method of identifying the equipment (e.g., Room #, Serial Number, VIN #)	Asset 3925 Tag Number 30-47340-0	TBD
Is the equipment mobile or fixed?	Fixed	Fixed
Date of acquisition	9/7/2010	TBD
Was the existing equipment new or used when acquired? / Is the replacement equipment new or used?	New	New
Total projected capital cost of the project <Attach a signed Projected Capital Cost form>	NA	See attached
Total cost of the equipment	$307,358	$1,654,409
Location of the equipment <Attach a separate sheet for mobile equipment if necessary>	Women's Hospital/Green Valley Campus	The Moses H. Cone Memorial Hospital
Document that the existing equipment is currently in use	See attached	NA
Will the replacement equipment result in any increase in the **average charge per procedure**?	NA	No
If so, provide the increase as a percent of the current average charge per procedure	NA	NA
Will the replacement equipment result in any increase in the **average operating expense per procedure**?	NA	No
If so, provide the increase as a percent of the current average operating expense per procedure	NA	NA
Type of procedures performed on the existing equipment <Attach a separate sheet if necessary>	CT scans	NA
Type of procedures the replacement equipment will perform <Attach a separate sheet if necessary>	NA	CT scans

Date of last revision: 5/17/19

Attachment 2
Equipment Quote

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

SIEMENS REPRESENTATIVE
Mathew Hayes - +1 (336) 263-4273
mathew.hayes@siemens-healthineers.com

Customer Number: 0000030848

Date: 11/24/2021

THE MOSES H. CONE MEMORIAL HOSPITAL OPERATING CORPORATION dba CONE HEALTH
1200 N ELM ST
GREENSBORO, NC 27401

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.

Table of Contents **Page**

Contract Total: $ 1,654,409
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 12/15/2021

Estimated Delivery Date: 01/2022

Delivery dates and other contractual obligations of Seller may change due to the effects of the Covid-19 epidemic or other epidemic, including delays and disruptions in the supply chain, manufacturing, or execution as well orders by authorities and prioritization of (new and existing) orders of customers which are essential for the public healthcare. The magnitude of such changes cannot be predicted and might be substantial because it depends on the development of the Covid-19 epidemic or other epidemic.

The parties hereby expressly agree that the Premier Healthcare Alliance, L.P. Group Purchasing Agreement—Imaging Products and Services effective October 1, 2015 (Contract Number(s) PP-IM273) and Siemens Terms and Conditions of Sale and Software License Schedule attached hereto shall govern the purchase of Products pursuant to this Quotation.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project # 2021-0122

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

SIEMENS REPRESENTATIVE
Mathew Hayes - +1 (336) 263-4273
mathew.hayes@siemens-healthineers.com

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.		**THE MOSES H. CONE MEMORIAL HOSPITAL OPERATING CORPORATION**	
By (sign):	_____	By (sign):	_____
Name:	Matt Hayes	Name:	_____
Title:	_____	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

SIEMENS REPRESENTATIVE
Mathew Hayes - +1 (336) 263-4273
mathew.hayes@siemens-healthineers.com

Quote Nr:	**CPQ-320001 Rev. 2**
Terms of Payment:	**00% Down, 80% Delivery, 20% Installation** **Free On Board: Destination**
Purchasing Agreement:	PREMIER PURCHASING PARTNERS LP PREMIER PURCHASING PARTNERS LP terms and conditions apply to Quote Nr CPQ-320001 Customer certifies, and Siemens relies upon such certification, that : (a) PREMIER PP-IM-273 CT 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.

SOMATOM Force

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14460675	**SOMATOM Force** At the top of our Dual Source CT portfolio, SOMATOM Force enables a new level of adaptability to patients, image quality, and clinical outcomes. Examine patients without having to control their heart rate, with no need for them to hold their breath, and with the lowest possible dose of contrast media. Make clearly quantified therapy evaluations with dose-neutral Dual Energy. Automated technologies support safe, standardized and highly performant workflows – allowing for appropriate dose and reproducible precision, from the smallest to the tallest patients. Thinking beyond today, you're connected to the future with an ever-growing expert community and VIP access to our advanced research environment. SOMATOM Force contains two Vectron™ X-ray tubes with unprecedented 2 x 1,300 mA tube current at 2 x 120 kW generator power and the StellarInfinity detector. SOMATOM Force takes CT imaging where it has never gone before by routinely generating ultra-thin 0.5 mm slices e.g. for most accurate stenosis, plaque and stent analysis and for low-kV imaging without compromises, even in adults or obese patients at scan speeds up to 737 mm/s (opt.). The SOMATOM Force gantry, with its powerful hollow shaft motor achieves maximum rotation speeds of up to 0.25 seconds (opt.) resulting in 66 ms, heart rate independent temporal resolution to freeze motion. It features the industry leading Turbo Flash mode, with a dynamic Field of View (FoV) of up to 50 cm, even in ultra-high pitch applications (up to 737 mm/s table speeds, Opt.). Dual Source Dual Energy spectral imaging with Tin Filter (~30% better energy separation than the Definition Flash, for more precise Dual Energy quantification),

		automatically provides a second noncontrast image for the best possible diagnosis without any extra dose with a spectral field of view (FoV) of up to 35 cm at scan speeds up to 285 mm/s (opt.). Additionally, it enables reduction in dose, while improving overall image quality
1	14468060	**syngo CT VB20** The software syngo CT VB20 enables new, but separately licensed features like Precision Matrix as well as enhancing several already existing features, e.g. FAST DE Results, DirectDensity™, increased image storing capacity, as well as FAST 3D Camera and Touch Panel workflow.
1	14440641	**ELEVATE O SOMATOM Force** ELEVATE from an outdated Siemens CT scanner to SOMATOM Force
1	14460678	**Force Imaging** We combine our market leading applications to make this the most personalized scanner for our customers. Including SureView, Turbo Flash Spiral, Adaptive Dose Shield, CARE Dose 4D, CARE kV, CARE Child, CARE Profile, CARE Dashboard, CARE Bolus, Dose MAP, FAST Adjust
1	14460679	**Force Imaging - Advanced** The Imaging Advanced Package combines ADMIRE, X-CARE and CARE Contrast to bring imaging to the next level.
1	14460676	**High-speed 0.25 s rotation** High-speed 0.25 s rotation
1	14460680	**Force Reading** We combine our market leading applications to make reporting consistent, fast and simple for our customers. Includes VRT, Workstream 4D and Extended FoV.
1	14460681	**Force Reading - Advanced** We combine our advanced applications to make reporting of complex and atypical anatomical structures faster and simpler. Includes: iMAR for anatomically driven metal artifact reduction, combining three successful approaches (beam hardening correction, normalized sinogram inpainting and frequency splitting). This reduces artifacts caused by metal implants. FAST Spine, providing anatomically aligned preparation of spine recons with just a single click. HD FoV, special reconstruction algorithms allow for visualization of objects using a FoV up to 65 cm with an image quality suited for radiation therapy planning UHR mode, with the wide large UHR-Comb, delivers Ultra High resolution in plane of up to32lp/cm (0.16 mm) for high defined imaging of small structures such as inner ear or even the lung, joints or fractures of the bone. The UHR Collimation could be increased to 32 x 0.6 mm collimation.
1	14460684	**Force Function - Cardiac** Cardiac scanning options to enable a simple to use, routine cardiac CTA and calcium scoring workflows. Includes: Heart View, Cardio Best Phase Plus, and FAST Phase.
1	14460685	**Force Function - Dynamic** Adaptive 4D Spiral - a unique 4D Spiral scan mode that enables the SOMATOM Force to extend beyond restraints experienced when utilizing a static detector and allows for up to 80 cm dynamic CT coverage. This enables use not only in perfusion but also for advanced 4D CT DSA evaluations. Tiltable head holder for optimal positioning of stroke patients.
1	14460769	**Advanced Applications**

We combine our market leading applications to make positioning simple for our customers.

FAST Topo - enables faster scan speeds in topograms, which minimizes breath-hold artifacts. It also has the potential to decrease the topogram dose.

FAST Planning - assists scan and reconstruction planning, based on a topogram, to provide an easier, faster and standardized workflow in CT scanning. FAST Planning features the selection of the anatomical region of interest from a list prospectively defined scan and reconstruction ranges, automatic detection of the scan region(s) of interest and proposal of corresponding scan range(s) in the topogram (in a narrow or wide lateral FoV), optimized FoV and automatic iso-center adaptation for Head scans.

FAST 3D Align - automatically corrects misalignment of anatomic structures, organs of the patient. It aligns those to fit it to the selected reconstruction plane for a highly automated reconstruction workflow. Additionally it minimizes the black area in the image by automatically adjusting the recon field of view.

FAST 3D Align works in combination with Workstream 4D.

1	14406461	**syngo Expert-I #AWP** Expert-i enables the physician to interact with the syngo CT Workplace from virtually anywhere in your hospital.
1	14449416	**Patient Table** The table is especially designed for 200 cm scan range and ultra-fast spiral scanning (up to 737 mm/s with HeartView in Turbo Flash spiral). The included Physiological Measurement Module allows connecting a 3 channel ECG cable (included) for ECG controlled cardiac acquisition.
1	14402979	**Mat for Patient Table** For the comfortable positioning of the patient on the CT table.
1	14428165	**Patient Restraint 400 mm** 400 mm wide restraint strap for the fixation and safe positioning of the patient’s body directly on the movable part of the patient table.
1	14402983	**Head Holder** Head holder for the fixation of the patient's head in combination with the cushion set.
1	14460768	**Rear cover incl. Touch Panels** Standard CT rear gantry cover, including two Touch Panels, for additional access to the positioning of the patient from both sides of the gantry.
1	14460677	**FAST IRS** Reconstruction computer for the preprocessing and reconstruction of the CT raw data. The reconstruction computer contains of a cluster of high-performance GPU boards performing the preprocessing and reconstruction of the CT data.
1	14460771	**Tunnel Light** SOMATOM Force offers a tunnel mood light (LED) in different, preset, adjustable colors that are synchronized with the gantry ring light. It makes the gantry bore appear wider thus making it easier for patients with claustrophobia to undergo their examination.
1	14460772	**Ring Light** SOMATOM Force offers a gantry ring mood light (LED) in different, preset, adjustable colors that are synchronized with the gantry tunnel light. They help create a relaxing atmosphere for your patients, making a SOMATOM Force examination even more exciting and memorable.
1	14402933	**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	M2ISI900SI	**Medrad ISI900 interface,w/install**
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	CT_STELLAR_INF	**Stellar Infinity** Siemens' second generation fully integrated detector with TrueSignal and Edge technologies. Due to the full electronic integration of the Stellar Infinity detector, electronic components (microchips, conductors, etc.) are integrated directly at the photo diode. This reduces electronic noise coming from the detector elements and thus significantly improves the signal-to-noise ratio (SNR) for optimized dose efficiency and image quality.
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_FORCE	**Standard UPS for Force** 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	4SPAS014	**Low Contrast CT Phantom & Holder**
1	PSPD250480Y3K	**Surge Protective Device (SPD)**
1	CTSDEF01	**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. Shipped with main cover, a catheter bag holder, and 3 restraining belts unless otherwise noted. Includes warranty from RADSCAN Medical.
1	BFLEXOCS_S	**Stellant Flex injector-ceiling** Stellant Flex ceiling mounted injector with workstation, NO Informatics, but is Informatics ready. Includes Stellant Flex ceiling mounted injector w/short post (580 mm) and ceiling plate; workstation; installation and warranty through Bayer. This post length is recommended for rooms with a floor to structural ceiling height of approximately 9 or 9.5 feet.

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1	B2ISI900SN	**Medrad ISI900 interface, POS**
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_ADDL_RIGGING	**Additional Rigging CT $8,000**
1	CT_BTL_INSTALL	**CT Standard Rigging and Installation**
1	CT_PR_ELV_FORCE	**CT Force Elevate Bonus (-$70,000)**
1	CT_TRADE_IN_ALLOW	**CT Trade-in-of Emotion 16; Proj.# 2021-0122; deinstall**
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.
1	CT_FOLLOWUP_16	**Follow-up training 16 hrs** Up to (16) 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	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	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

System Total **$ 1,654,409.00**

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

SIEMENS REPRESENTATIVE
Mathew Hayes - +1 (336) 263-4273
mathew.hayes@siemens-healthineers.com

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 communication channel “Let Us Know”.

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

SIEMENS REPRESENTATIVE
Mathew Hayes - +1 (336) 263-4273
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. Seller acknowledges and agrees that the purchase of Products is expressly contingent of notification by the Purchaser to the State of North Carolina in compliance with all applicable statutory requirements of N.C.G.S. Chapter 131E, Article 9 et seq.

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 0% 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 20% 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 0.½% 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 INTENTIONALLY DELETED

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 the Purchaser's SecureLink remote access solution.

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 two times 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, mailed, or sent by commercial overnight delivery service, properly addressed and stamped with the required postage, or overnight fees paid, 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 REPRESENTATIVE
Mathew Hayes - +1 (336) 263-4273
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.
2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**
3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule.
4. PROPRIETARY PROTECTION AND CONFIDENTIALITY: Ownership of and title to the Software and Documentation and all copies, in any form, licensed under this Schedule are and will remain in Licensor or its suppliers at all times. Licensee shall not (i) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by Licensor, (ii) reproduce or modify any Software or Documentation or copy thereof, (iii) reverse assemble, reverse engineer or decompile any Software, or copy thereof, in whole or in part (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), (iv) sell, transfer or otherwise make available to others the Software or Documentation, or any copy thereof, except as expressly permitted by this Schedule, or (v) apply any techniques to derive any trade secrets embodied in the Software or Documentation. Licensee shall take all appropriate actions to ensure that: (i) the Software does not leave the Designated Unit's equipment location as set forth above, (ii) the Software is not copied by Licensee or any third parties, and (iii) the Software is not used in any equipment other than the Designated Unit. Licensee shall secure and protect the Software and Documentation and copies thereof from disclosure and shall take such actions with its employees and other persons who are permitted access to the Software or Documentation or copies as may be necessary to satisfy Licensee's obligations hereunder. Prior to disposing of any computer medium, computer memory or data storage apparatus, Licensee shall ensure that all copies of Software and Documentation have been erased therefrom or otherwise destroyed. In the event that Licensee becomes aware that any Software or Documentation or copies are being used in a manner not permitted by the license, Licensee shall immediately notify Licensor in writing of such fact and if the person or persons so using the Software or Documentation are employed or otherwise subject to Licensee's direction and control, Licensee shall use reasonable efforts to terminate such impermissible use. Licensee will fully cooperate with Licensor so as to enable Licensor to enforce its proprietary and property rights in the Software. Licensee agrees that, subject to Licensee's reasonable security procedures, Licensor shall have immediate access to the Software at all times and that Licensor may take immediate possession thereof upon termination or expiration of the associated license or this Schedule. Licensee's obligations under this paragraph shall survive any termination of a license, the Schedule or the Agreement.
5. UPDATES AND REVISIONS: During the warranty period or under a separate service contract or software update subscription, revised or updated versions of the Software licensed under this Schedule may be made available, at Licensor's option, to Licensee to use or to test while Licensee continues use of a previous version. Licensee has the right to decide whether to install any such revised or updated versions or to continue use of the previous version after giving due regard to the United States Food and Drug Administration rules and regulations. However, Licensee shall pay Licensor for any services necessitated by any modifications of the Software by Licensee or by Licensee's failure to utilize the current non-investigational version of the Software provided by Licensor. Software updates that provide new features or capabilities or that require hardware changes will be offered to Licensee at purchase prices established by Licensor. Licensor retains the sole right to determine whether an update represents an enhancement of a previously purchased capability or a new capability for which the Licensee will be charged. In addition, some updates may require Applications Training performed by Licensor's personnel that will be offered at Licensor's prevailing rates. Licensor retains the sole right to determine whether an update requires such training.
6. DELIVERY, RISK OF LOSS AND TITLE: Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation licensed hereunder shall be delivered on or about the

delivery date stated in the Agreement unless a separate delivery date is agreed upon. If Software or Documentation licensed hereunder is lost or damaged during shipment from Licensor, Licensor will replace it at no charge to Licensee. If any Software or Documentation supplied by Licensor and licensed hereunder is lost or damaged while in the possession of Licensee, Licensor will replace it at Licensor's then current applicable charges, if any, for materials, processing and distribution. Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation, in any form, and all copies made by Licensee, including partial copies, and all computer media provided by Licensor are and remain the property of Licensor or its supplier. Licensee has no right, title or interest in the Software, the Documentation, or any computer media provided by Licensor, or copies, except as stated herein, and ownership of any such Software, Documentation and computer media shall at all times remain with Licensor or its suppliers.

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Revised 03/15/05

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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 business from turnover, or access to ultrasound trade-in equipment is denied past 30 business 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.

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CT Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**	
SOMATOM.go			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 whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*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] Standard deliverable independent of subsequent service contract commitment

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Detailed Technical Specifications

SOMATOM Force

Part No./Product	Description
14460675 **SOMATOM Force**	At the top of our Dual Source CT portfolio, SOMATOM Force enables a new level of adaptability to patients, image quality, and clinical outcomes. Examine patients without having to control their heart rate, with no need for them to hold their breath, and with the lowest possible dose of contrast media. Make clearly quantified therapy evaluations with dose-neutral Dual Energy. Automated technologies support safe, standardized and highly performant workflows – allowing for appropriate dose and reproducible precision, from the smallest to the tallest patients. Thinking beyond today, you're connected to the future with an ever-growing expert community and VIP access to our advanced research environment. SOMATOM Force contains two Vectron™ X-ray tubes with unprecedented 2 x 1,300 mA tube current at 2 x 120 kW generator power and the StellarInfinity detector. SOMATOM Force takes CT imaging where it has never gone before by routinely generating ultra-thin 0.5 mm slices e.g. for most accurate stenosis, plaque and stent analysis and for low-kV imaging without compromises, even in adults or obese patients at scan speeds up to 737 mm/s (opt.). The SOMATOM Force gantry, with its powerful hollow shaft motor achieves maximum rotation speeds of up to 0.25 seconds (opt.) resulting in 66 ms, heart rate independent temporal resolution to freeze motion. It features the industry leading Turbo Flash mode, with a dynamic Field of View (FoV) of up to 50 cm, even in ultra-high pitch applications (up to 737 mm/s table speeds, Opt.). Dual Source Dual Energy spectral imaging with Tin Filter (~30% better energy separation than the Definition Flash, for more precise Dual Energy quantification), automatically provides a second noncontrast image for the best possible diagnosis without any extra dose with a spectral field of view (FoV) of up to 35 cm at scan speeds up to 285 mm/s (opt.). Additionally, it enables reduction in dose, while improving overall image quality
14460678 **Force Imaging**	We combine our market leading applications to make this the most personalized scanner for our customers. Including SureView, Turbo Flash Spiral, Adaptive Dose Shield, CARE Dose 4D, CARE kV, CARE Child, CARE Profile, CARE Dashboard, CARE Bolus, Dose MAP, FAST Adjust
14460679 **Force Imaging - Advanced**	The Imaging Advanced Package combines ADMIRE, X-CARE and CARE Contrast to bring imaging to the next level.
14460680 **Force Reading**	We combine our market leading applications to make reporting consistent, fast and simple for our customers. Includes VRT, Workstream 4D and Extended FoV.

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Part No./Product	Description
14460681 **Force Reading - Advanced**	We combine our advanced applications to make reporting of complex and atypical anatomical structures faster and simpler. Includes: iMAR for anatomically driven metal artifact reduction, combining three successful approaches (beam hardening correction, normalized sinogram inpainting and frequency splitting). This reduces artifacts caused by metal implants. FAST Spine, providing anatomically aligned preparation of spine recons with just a single click. HD FoV, special reconstruction algorithms allow for visualization of objects using a FoV up to 65 cm with an image quality suited for radiation therapy planning UHR mode, with the wide large UHR-Comb, delivers Ultra High resolution in plane of up to32lp/cm (0.16 mm) for high defined imaging of small structures such as inner ear or even the lung, joints or fractures of the bone. The UHR Collimation could be increased to 32 x 0.6 mm collimation.
14460684 **Force Function - Cardiac**	Cardiac scanning options to enable a simple to use, routine cardiac CTA and calcium scoring workflows. Includes: Heart View, Cardio Best Phase Plus, and FAST Phase.
14460685 **Force Function - Dynamic**	Adaptive 4D Spiral - a unique 4D Spiral scan mode that enables the SOMATOM Force to extend beyond restraints experienced when utilizing a static detector and allows for up to 80 cm dynamic CT coverage. This enables use not only in perfusion but also for advanced 4D CT DSA evaluations. Tiltable head holder for optimal positioning of stroke patients.
14406461 **syngo Expert-I #AWP**	Expert-i enables the physician to interact with the syngo CT Workplace from virtually anywhere in your hospital.
14449416 **Patient Table**	The table is especially designed for 200 cm scan range and ultra-fast spiral scanning (up to 737 mm/s with HeartView in Turbo Flash spiral). The included Physiological Measurement Module allows connecting a 3 channel ECG cable (included) for ECG controlled cardiac acquisition.
CT_STELLAR_INF **Stellar Infinity**	Siemens' second generation fully integrated detector with TrueSignal and Edge technologies. Due to the full electronic integration of the Stellar Infinity detector, electronic components (microchips, conductors, etc.) are integrated directly at the photo diode. This reduces electronic noise coming from the detector elements and thus significantly improves the signal-to-noise ratio (SNR) for optimized dose efficiency and image quality.
PSPD250480Y3K **Surge Protective Device (SPD)**	

Attachment 3
Capital Cost Worksheet

Projected Capital Cost Form

Building Purchase Price	0
Purchase Price of Land	0
Closing Costs	0
Site Preparation	0
Construction/Renovation Contract(s)	1,226,700.00
Landscaping	0
Architect / Engineering Fees	94,800.00
Medical Equipment	1,920,000.00
Non-Medical Equipment	43,000.00
Furniture	15,500.00
Consultant Fees (specify)	0
Financing Costs	0
Interest during Construction	0
Other (specify)	0
Total Capital Cost	3,300,000.00

CERTIFICATION BY A LICENSED ARCHITECT OR ENGINEER

I certify that, to the best of my knowledge, the projected capital cost for the proposed project is complete and correct.

TFF Architects & Planners, LLP

S. Freyaldenhoven NC 6674 Date Signed: 12/3/2021

Signature of Licensed Architect or Engineer

CERTIFICATION BY AN OFFICER OR AGENT FOR THE PROPONENT

I certify that, to the best of my knowledge, the projected total capital cost for the proposed project is complete and correct and that it is our intent to carry out the proposed project as described.

James Roskelly Date Signed: 12/4/21

Signature of Officer/Agent

Executive Vice President

Title of Officer/Agent

Date of Last Revision: 5.17.19

Attachment 4

Selected Pages from Cone Health's 2020 Hospital License Renewal Application

North Carolina Department of Health and Human Services
Division of Health Service Regulation
Acute and Home Care Licensure and Certification Section
Regular Mail: 1205 Umstead Drive
2712 Mail Service Center
Raleigh, North Carolina 27699-2712
Overnight UPS and FedEx only: 1205 Umstead Drive
Raleigh, North Carolina 27603
Telephone: (919) 855-4620 Fax: (919) 715-3073

For Official Use Only
License # H0159 Medicare # **340091**
FID #: 943494
PC _____ Date _____

License Fee: **$16,402.50**

2021
HOSPITAL LICENSE
RENEWAL APPLICATION

Legal Identity of Applicant: **The Moses H. Cone Memorial Hosp Operating Corporation**
(Full legal name of corporation, partnership, individual, or other legal entity owning the enterprise or service.)

Doing Business As
(d/b/a) name(s) under which the facility or services are advertised or presented to the public:

PRIMARY: **Cone Health**
Other: The Moses H. Cone Memorial Hospital; Behav. Health Hosp
Other: Wesley Long Hosp./~~Women's Hosp~~

Facility Mailing Address: 1200 North Elm St
Greensboro, NC 27401-1020

Facility Site Address: 1200 North Elm St
Greensboro, NC 27401-1020
County: Guilford
Telephone: (336)832-7000
Fax: (336)832-9503

Administrator/Director: Terrence B. Akin
Title: CEO
(Designated agent (individual) responsible to the governing body (owner) for the management of the licensed facility)

Chief Executive Officer: Terrence B. Akin **Title**: CEO
(Designated agent (individual) responsible to the governing body (owner) for the management of the licensed facility)

Name of the person to contact for any questions regarding this form:

Name: Melissa K. Shearer **Telephone**: 336-663-5600

E-Mail: melissa.shearer@conehealth.com

d. Mobile MRI Services Campus – *if multiple sites*: The Moses H. Cone Memorial Hospital
During the reporting period,

1. Did the facility own one or more mobile MRI scanners? ____ Yes _X_ No

If Yes, how many? _____ Of these, how many are grandfathered? _____
CON Project ID numbers for non-grandfathered mobile scanners owned by facility:
_____

Did the facility contract for mobile MRI services? ____ Yes _X_ No

If Yes, name of mobile vendor: _____

e. Other MRI

Patients served on units listed in the next table should not be included in the MRI Patient Origin Table on page 30 of this application. For hospitals that operate medical equipment at multiple sites/campuses, please copy the MRI pages and provide separate data for each site/campus.

Campus – *if multiple sites*: The Moses H. Cone Memorial Hospital

Other Scanners	Units	Inpatient Procedures*			Outpatient Procedures*			TOTAL Procedures
		With Contrast or Sedation	Without Contrast or Sedation	TOTAL Inpatient	With Contrast or Sedation	Without Contrast or Sedation	TOTAL Outpatient	
Other Human Research MRI scanners	0							
Intraoperative MRI (iMRI)	0							

***** An **MRI procedure** is defined as a single discrete MRI study of one patient (single CPT coded procedure). An MRI study means one or more scans relative to a single diagnosis or symptom.

f. Computed Tomography (CT). Campus – *if multiple sites*: The Moses H. Cone Memorial Hospital

How many fixed CT scanners does the hospital have? 3

Does the hospital contract for mobile CT scanner services? ____ Yes _X_ No

If yes, identify the mobile CT vendor _____

Complete the following table for fixed and mobile CT scanners.

	Type of CT Scan	FIXED CT Scanner # of Scans	MOBILE CT Scanner # of Scans
1	Head without contrast	16,048	0
2	Head with contrast	199	0
3	Head without and with contrast	1,887	0
4	Body without contrast	9,902	0
5	Body with contrast	11,139	0
6	Body without contrast and with contrast	6,667	0
7	Biopsy in addition to body scan with or without contrast	225	0
8	Abscess drainage in addition to body scan with or without contrast	0	0
	Total	46,066	0

d. Mobile MRI Services Campus – *if multiple sites*: Women's Hospital(6)

During the reporting period,

1. Did the facility own one or more mobile MRI scanners? ____ Yes _X_ No

If Yes, how many? _____ Of these, how many are grandfathered? _____
CON Project ID numbers for non-grandfathered mobile scanners owned by facility:
_____

Did the facility contract for mobile MRI services? ____ Yes _X_ No

If Yes, name of mobile vendor: _____

e. Other MRI

Patients served on units listed in the next table should not be included in the MRI Patient Origin Table on page 30 of this application. For hospitals that operate medical equipment at multiple sites/campuses, please copy the MRI pages and provide separate data for each site/campus.

Campus – *if multiple sites*: Women's Hospital(5)

Other Scanners	Units	Inpatient Procedures*			Outpatient Procedures*			TOTAL Procedures
		With Contrast or Sedation	Without Contrast or Sedation	TOTAL Inpatient	With Contrast or Sedation	Without Contrast or Sedation	TOTAL Outpatient	
Other Human Research MRI scanners	0							
Intraoperative MRI (iMRI)	0							

***** An **MRI procedure** is defined as a single discrete MRI study of one patient (single CPT coded procedure). An MRI study means one or more scans relative to a single diagnosis or symptom.

f. Computed Tomography (CT). Campus – *if multiple sites*: Women's Hospital(6)

How many fixed CT scanners does the hospital have? 1

Does the hospital contract for mobile CT scanner services? ____ Yes _X_ No

If yes, identify the mobile CT vendor _____

Complete the following table for fixed and mobile CT scanners.

	Type of CT Scan	FIXED CT Scanner # of Scans	MOBILE CT Scanner # of Scans
1	Head without contrast	8	0
2	Head with contrast	1	0
3	Head without and with contrast	0	0
4	Body without contrast	7	0
5	Body with contrast	40	0
6	Body without contrast and with contrast	24	0
7	Biopsy in addition to body scan with or without contrast	0	0
8	Abscess drainage in addition to body scan with or without contrast	0	0
	Total	80	0

g. Positron Emission Tomography (PET). Campus – *if multiple sites*: Green Valley Campus(7)

	Number of Units	Number of Procedures*		
		Inpatient	Outpatient	Total
Dedicated Fixed PET Scanner	0			
Mobile PET Scanner	0			
PET pursuant to Policy AC-3	0			
Other PET Scanners used for Human Research only	0			

* PET **procedure** means a single discrete study of one patient involving one or more PET scans. PET **scan** means an image-scanning sequence derived from a single administration of a PET radiopharmaceutical, equated with a single injection of the tracer. One or more PET scans comprise a PET procedure. **The number of PET procedures in this table should match the number of patients reported on the PET Patient Origin Table on page 31.**

For questions, please contact Healthcare Planning and Certificate of Need at 919-855-3873.

CON Project ID numbers for all non-grandfathered fixed PET scanners on this campus: _____

_____

Does the hospital own a mobile PET scanner that performed procedures on this campus? ____ Yes __X__ No

If Yes, enter the CON Project ID number(s) for the mobile scanner(s): _____

If No, name of Mobile PET Provider, if any: _____

h. Other Imaging Equipment. Campus – *if multiple sites*: Green Valley Campus(7)

	Number of Units	Number of Procedures		
		Inpatient	Outpatient	Total
Ultrasound equipment	0			
Mammography equipment	0			
Bone Density Equipment	0			
Fixed X-ray Equipment (excluding fluoroscopic)	1	2,643	0	2,643
Fixed Fluoroscopic X-ray Equipment	0			
Special Procedures/ Angiography Equipment (neuro & vascular, but not including cardiac cath.)	0			
Coincidence Camera	0			
Mobile Coincidence Camera. Vendor:	0			
SPECT	0			
Mobile SPECT. Vendor:	0			
Gamma Camera	0			
Mobile Gamma Camera. Vendor:	0			
Proton Therapy equipment	0			

i. Lithotripsy. Campus – *if multiple sites*: Green Valley Campus(7)

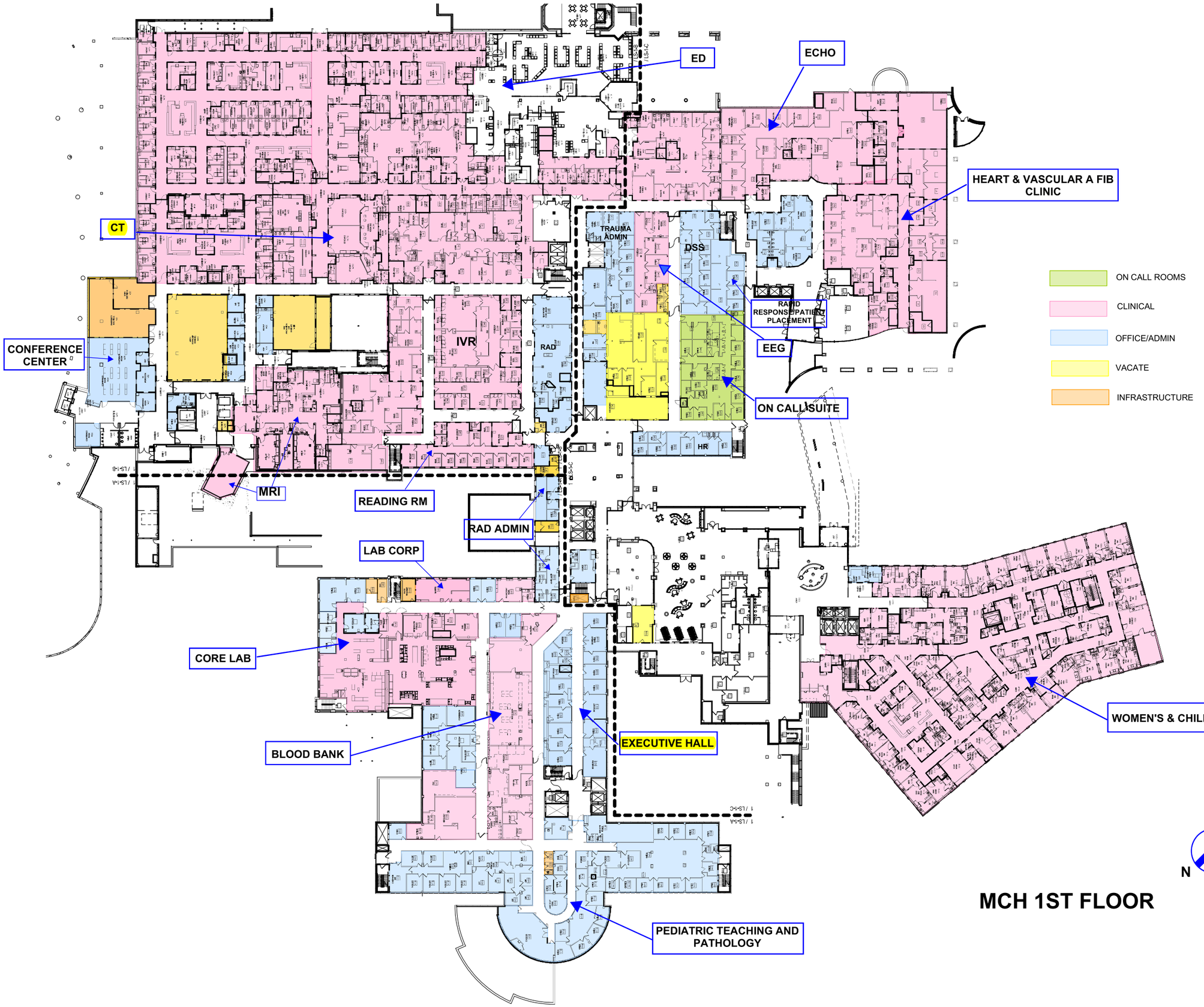
	Number of Units	Number of Procedures		
		Inpatient	Outpatient	Total
Fixed	0			
Mobile	0			

Lithotripsy Vendor/Owner
N/A

(7)The imaging volumes reported for Green Valley Campus represent those volumes for April 13, 2020 through September 30, 2020 and are not duplicative of the former Women's Hospital volumes even though it is in the same physical location.

Attachment 5

Map of The Moses H. Cone Memorial Hospital



MCH 1ST FLOOR