



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

December 21, 2023

Melissa K. Shearer

[Melissa.shearer@conehealth.com](mailto:Melissa.shearer@conehealth.com)

**No Review**

**Record #:** 4345  
**Date of Request:** December 14, 2023  
**Facility Name:** Alamance Regional Medical Center  
**FID #:** 954565  
**Business Name:** Alamance Regional Medical Center, Inc.  
**Business #:** 49  
**Project Description:** Acquire a piece of fixed angiography equipment  
**County:** Alamance

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  
Chief

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

**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION**

**HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION**

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603  
MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704  
<https://info.ncdhhs.gov/dhsr/> • TEL: 919-855-3873

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

December 12, 2023

Ms. Micheala Mitchell, Chief  
Mr. Gregory F. Yakaboski, 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: No Review Request to Acquire one (1) Fixed Piece of Angiography Equipment by Alamance Regional Medical Center (Lic#: H0272; FID #: 954565)

Dear Ms. Mitchell and Mr. Yakaboski:

I am writing to you today to provide prior written notice that Alamance Regional Medical Center intends to acquire one (1) fixed piece of angiography equipment pursuant to NCGS § 131E-176(14o) and (16)(p). The proposed project meets the requirements set forth in NCGS § 131E-176(14o) and (16)(p) as the total cost of the project does not exceed the \$1,980,800 threshold.

The capital cost for the new Siemens ARTIS icono ceiling IR Pro machine is \$1,274,404. *Attachment 1* includes a quote from Siemens for the new equipment. The total capital cost for the project is estimated to be \$1,931,819.92, including \$599,529.30 of construction costs, which were estimated by CPL, the architect for this project, based on their experience with similar projects. A full capital cost breakdown is included in *Attachment 2*.

I look forward to receiving confirmation of the no review 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

Attachment

cc: Chris DeAngelo, Director, Imaging Services North and East Regions, Cone Health  
Sheryl Booth, Executive Director, Heart and Vascular Services, Cone Health

Attachment 1  
Equipment Quote

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

**SIEMENS REPRESENTATIVE**  
 Stephen Argo - +1 (336) 210-6178  
 craig.argo@siemens-healthineers.com

Customer Number: 0000004315

Date: 09/22/2023

**ALAMANCE REGIONAL MEDICAL CENTER, INC dba CONE HEALTH**  
 1240 HUFFMAN MILL RD  
 BURLINGTON, NC 27215

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.

<u>Table of Contents</u>	<u>Page</u>
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Trade-In Equipment Requirements .....	23
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**Contract Total: \$ 1,274,404**  
*(total does not include any Optional or Alternate components which may be selected)*

Proposal valid until 09/27/2023

Estimated Delivery Date: 2/1/2024

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

This offer is only valid if firm, non-contingent orders for the following quotes are simultaneously placed with Siemens:  
 CPQ-878905  
 CPQ-891604

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-IM272) and Siemens Terms and Conditions of Sale and Software License Schedule attached hereto shall govern the purchase of Products pursuant to this Quotation.



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

SIEMENS REPRESENTATIVE  
Stephen Argo - +1 (336) 210-6178  
craig.argo@siemens-healthineers.com

Accepted and Agreed to by:

**Siemens Medical Solutions USA Inc.**

**ALAMANCE REGIONAL MEDICAL CENTER, INC  
dba CONE HEALTH**

By (sign): \_\_\_\_\_

By (sign): \_\_\_\_\_

Name: Stephen Argo

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**  
Stephen Argo - +1 (336) 210-6178  
craig.argo@siemens-healthineers.com

**Quote Nr:** CPQ-751360 Rev. 1

**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-751360  
Customer certifies, and Siemens relies upon such certification, that : (a) PREMIER PP-IM-272 IR-CV 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.

## ARTIS icono ceiling IR Pro

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14465280	<b>ARTIS icono ceiling IR Pro</b> ARTIS icono ceiling IR Pro combines mechanical flexibility and positioning accuracy with 2k imaging and smart workflow guidance.
1	14465321	<b>Omni Spin</b> ARTIS icono ceiling Omni Spin.
1	14465043	<b>Imaging System</b> Image system computer for control of system operation and image acquisition. Dual architecture In order to provide highest level system availability, the imaging system consists of two independent computer systems that manage central tasks such as real-time image processing during fluoroscopy or acquisition as well as post-processing and networking functionality separately from one another. This ensures the best possible system performance and availability. Image storage capacity 100,000 images in 1k matrix with a size of 2 MB 25,000 images in 2k matrix with a size of 8MB
1	14432948	<b>Automap</b> Automatic stand positioning depending on the selected reference image and automatic reference image selection depending on the stand positioning.
1	14465042	<b>OPTIQ with as40HDR GIGALIX</b> OPTIQ image chain with the following tube, collimator, and flat detector configuration: as40HDR detector and GIGALIX tube The as40HDR flat detector is optimized for the requirements of radiology.  The GIGALIX X-ray tube concentrates high pulse power on small, square-shaped focal spots (flat emitter technology for all focal spots). This provides unprecedented image quality for confidence in challenging situations.
1	14465015	<b>Multimodality Viewing</b> Supports the connection of external video sources such as Sensis/recording

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Qty	Part No.	Item Description
		systems, PACS, HIS/RIS, Ultrasound, ECG, IVUS, OCT, external video, endoscope, mapping systems, and their visualization on the exam room display. Adapted to the local needs and depending on the availability of the cockpit option up to 24 external sources can be connected.
1	14465217	<b>Large Display diagn. protection</b> 55" laminated glass protective screen for the monitor panel.
1	14465045	<b>ARTIS multi-tilt table</b> ARTIS multi-tilt table ensures optimal patient positioning regardless of the procedure and patient size. With an unprecedented level of material integrity, it is suitable for even the heaviest of patients. - Maximum table load: 440 kg (970 lbs.) consisting of 280 kg (617 lbs.) for the patient, 100 kg (220 lbs.) for accessories, plus 60 kg (132 lbs.) for CPR - Allows tilting in +15°/-20° and a +/-15° cradle - The easy-float tabletop permits hassle-free positioning of the tabletop regardless of patient weight, mounted lower-body radiation protection and tableside modules - Small table base allows upright and comfortable standing, close to the patient. - The Siemens unique IsoTilt functionality keeps the C-arm projection during Trendelenburg tilting. - Ball bearing mounted slidable accessory rails on both sides for easy positioning of control modules and accessories.  Note: It is mandatory to provide UPS back up with this table option in order to comply with IEC 60601-2-43 CL. 201.15.101. Reason: In the event of power failure a neutral table position suitable for CPR must be reachable within 15 seconds. A suitable UPS from Siemens as required must be included in your order unless an existing / planned UPS provision for your installation site will satisfy the requirement.
1	14455548	<b>Mattress - thick</b> Matching, special-foam mattress, 7 cm, incl. a latex-free cover. This visco-elastic comfort mattress reacts to temperature and has the special property of adapting to the individual body shape under the influence of body weight and heat. Mattress thickness: 70 ± 5 mm / 2.8" ± 0.2"
1	14465054	<b>Oper. contr. ARTIS table</b> For an ideal workflow, full system operation can be performed directly at the table side. This includes complete system operation through modular control elements for controlling C-arm movements, patient table, and collimator. The illuminated controls and touch display are easy to use – even when covered with drapes for sterile operation.  Pilot module The pilot module provides comfortable and ergonomic operation of the system. It allows the control of system and table movements, imaging parameters, the selection of examination protocols, image acquisition and evaluation and many other functions. The touch screen can be configured to meet individual clinical requirements. The Touch2Move technology allows intuitive activation of system movements.  Table control module (with ARTIS multi-tilt table) The table operating module with panning knob for servo-assisted table movement enables virtually force-free movement of the patient regardless of table load and table inclination. Table control module (with ARTIS standard table) Table control module with panning knob for free-floating tabletop movement. Collimator control module The Collimator control module for controlling of all collimator functions, such as rectangular blade or wedge-shaped filters.

Qty	Part No.	Item Description
		Hand switch Multi-functional hand switch for acquisition control, switching acquisition frame rates and/or step movements. (This switch might not be available in all countries.)
1	14465070	<b>1st 4 pedal wireless footswitch</b> Wireless 4-pedal footswitch for release of fluoroscopy, acquisition, and tabletop brake (with ARTIS table), as well as configurable control function.
1	14465048	<b>2nd 4 pedal cable footswitch</b> Additional wired 4-pedal footswitch for release of fluoroscopy, acquisition, and tabletop brake (with ARTIS table), as well as configurable control function.
1	14465124	<b>Operation in the control room</b> Preparation for system operation from control room.
1	14465095	<b>Op. ctrl. - handswitch (C-Room)</b> Additional handswitch for radiation release and additional control functions.
1	14455566	<b>Injector connection (C-Room)</b> Interface in the control room for controlling the contrast medium injector. Injectors can be offered by Siemens Healthcare Accessory Solutions.
1	14440419	<b>Cable clips ECG</b> Cable clips for securing the ECG cable to the patient tabletop. It includes 10 cable clips.
		Intended only for use with Artis / ARTIS tables
1	14440451	<b>Instrument tray</b> This item can be positioned at the accessory rails of the patient table sideways above the patient. It can be swiveled and is height adjustable.
		Intended only for use with Artis / ARTIS tables.
1	14440452	<b>Catheter bracket</b> This item can be positioned at the foot end of the patient table. It is made of stainless steel and attached at the accessory rail at the foot end. It includes a table extension.
		Intended only for use with Artis / ARTIS tables.
1	14440459	<b>Arm rest</b> Arm support used for the arm approach. Length: 1 m (39.4"). Slides underneath the patient mattress and is held in position by the patient's weight. Made of radiolucent carbon fiber material which is easy to clean. It includes two additional support pads of two different heights (4 and 7 cm). Length pad: 60 cm / 23.62" Width: 9 to 20 cm / 3.54" to 7.87" Maximum weight: 5 kg (11.02 lbs.) Weight (with pads): 2.1 kg / 4.63 lbs.
		Intended only for use with Artis / ARTIS tables.
1	14440460	<b>Arm holder (pair)</b> The patient's arms can be comfortably placed along the body using these two arm holders. They slide underneath the patient mattress and is held in position by the patient's weight. It includes two pairs of arm holders of different length (540 mm / 690 mm - 21.2" / 27.2") and height (85 mm / 115 mm - 3.35" / 4.53"), suitable both for thick and thin patient mattresses.
		Intended only for use with Artis / ARTIS tables.
1	14440474	<b>Body strap set</b> Can be used to secure patient to the patient table and to compress patient anatomy. It consists of two belts with Velcro straps (l x w: 185 cm x 10 cm / 72.8" x 3.94").



Qty	Part No.	Item Description
1	14465056	<p>Intended only for use with Artis / ARTIS tables.</p> <p><b>Abdomen radiation prot. IR</b> This radiation shield protects the user from scattered radiation when standing at the table side. It can be attached to the accessory rails either on the right or on the left side of the patient positioning table. It provides the user an additional accessory rail. It includes a basic unit (89 cm x 75 cm / 35" x 29.5" (l x h); one lower body radiation protection pivot swivel element (48 cm x 75 cm / 18.9" x 30.3" (l x h); one flip down element 57 cm x 33cm / 22.4" x 12.99" (l x h), and two clip-on units ( 27 cm x 33 cm / 10.6" x 12.99", and 27 cm x 25 cm / 10.6" x 9.8") with a lead of 0.5 mm / 0.02" Pb.</p> <p>The maximum load of the accessory rails is 20 kg (44.1 lb).</p>
1	14432926	<p>Intended only for use with ARTIS tables. It provides a distance of 7cm to prevent the collision with the table base in case of maximum penning.</p> <p><b>Card acq. mode w/high speed</b> Card Highspeed enables image acquisition with up to 30 frames per second and helps visualizing a moving heart.</p>
1	14465205	<p><b>PERISTEPPING / PERIVISION</b> C-arm stepping for real-time bolus chasing.</p>
1	14465096	<p>Peripheral digital angiography with stepping and online subtraction display.</p> <p><b>QVA Vascular analysis</b> Vessel analysis with determination of degree of stenosis, distance measurement and calibration. With ARTIS icono SW version VE21 and higher QVA is available as the optional feature "QuantWeb QVA". QuantWeb QVA is part of syngo application software and can be deployed on the imaging system.</p>
1	14455607	<p><b>syngo iFlow</b> syngo iFlow allows the visualization and analysis of the flow and perfusion in the examined organs. This information is based on the time-to-peak calculations from a routine DSA acquisition. The calculations can be shown as a color-map of the whole organ. It is also possible to analyze the flow and perfusion of regions of interest (ROIs) defined by the user and this information can be displayed with graphics, which might further help in understanding the flow dynamics of these ROIs.</p>
1	14465026	<p><b>syngo interv. Oncology Engine</b> Application software for reconstruction, post-processing and handling of 3D information including specific applications for interventional oncology.</p> <p>The package includes the following functionalities:</p> <ul style="list-style-type: none"> <li>- 3D high-contrast and CT-like soft-tissue imaging (syngo DynaCT)</li> <li>- 3D Wizard for expert step-by-step guidance in 3D acquisition</li> <li>- 3D roadmap for dynamic overlay of planning data and 3D volumes on live fluoroscopy</li> <li>- Fusion functionality for integration of pre-interventional 3D datasets also from other modalities into the Angio-room (syngo 3D/3D Fusion and syngo 2D/3D Fusion)</li> <li>- Marking of points or lines on the 3D geometry or MPRs and overlay of these markings on live fluoroscopy.</li> </ul>

Qty	Part No.	Item Description
1	14443019	<p>- In-room control for table-side operation of advanced applications</p> <p>- Parallel patient processing capabilities</p> <p>- syngo Embolization Guidance – a dedicated workflow support for planning and performing embolization procedures</p> <p><b>syngo EVAR Guidance</b> A dedicated application providing easy and automatic 3D image guidance during EVAR procedures. Pre-acquired CT datasets are processed to automatically provide the relevant information for 3D image guidance typically, in less than one minute. The application provides:</p> <ul style="list-style-type: none"> <li>- Fully automatic mesh modeling of the aortic wall.</li> <li>- Fully automatic generation of ostia target rings of main branched vessels.</li> <li>- Automated proposal of stent graft landing zones.</li> <li>- Automatic calculation of optimal C-arm angulations for stent deployment and radiation-free C-arm positioning.</li> </ul> <p>The important anatomical landmarks can be overlaid with the live fluoroscopy or DSA for continuous dynamic 3D image guidance during the procedure.</p>
1	14446029	<p><b>syngo NeedleGuidance</b> A software module for planning and control of needle procedures.</p> <p>The application enables the planning of one or multiple needle paths based on intraoperative syngo DynaCT images, or a preoperative 3D volume of a CT, PET/CT, or MR system, in combination with Fusion functionality. Optimal progression views for easy control during needle insertion are calculated and suggested by the system and the planned needle path is overlaid on the live 2D image for easy guidance. Interventions such as vertebroplasties, kyphoplasties, pedicle screwing, biopsies, drainages, and ablations can be performed on the angiography system with greater confidence.</p>
1	14440411	<p><b>Intercom - Comfort</b> Intercom system for communication between examination room and control room. It includes:</p> <ul style="list-style-type: none"> <li>- A microphone with a control box for the control room.</li> <li>- A microphone with an adaptive acoustic filter for background noise suppression for the examination room.</li> <li>- A footswitch for conversation selection for the examination room.</li> </ul>
1	14465322	<p><b>Ceiling rail kit</b> Ceiling rail kit for 2840 mm room height (instead of 2710 mm standard room height). Minimum room size: 6 m x 5.66 m</p>
1	14455542	<p><b>Laser crosshairs</b> Laser cross for zen40HDR and as40HDR detector, integrated into the detector housing for simplified patient positioning and for syngo Needle Guidance marking preplanned puncture point and angle.</p>
1	14455572	<p><b>Large Display (pivot mount)</b> Large color flat screen display (including cables) for the examination room, with a panel diagonal of 55". This large display provides an excellent clinical image quality due to its new IPS panel technology.</p> <p>The Large display is fixed on a ceiling-mounted, rotatable, and height-adjustable</p>

Qty	Part No.	Item Description
		display holder in the examination room.
1	14465030	<p><b>Large control room display</b> Large control room display - Panel: 31.5" - Resolution 3840 x 2160 - Pixel size: 0.181 x 0.181 mm - Typical contrast: max. 1000 : 1 - Max. luminance 700 cd/m2 - Calibrated luminance: 400 cd/m2 - Display area (diagonal): 800 mm - Dimensions without stand: (W x H x D) 761 x 471 x 90 mm</p>
1	14455546	<p><b>Tabletop - long</b> This tabletop has an extended length of 2637±1 mm (103.8"±0.04"). It includes a carbon fiber patient tabletop and a set of three Velcro body straps for securing and compressing the patient. Maximum patient weight: 200 kg / 440.9 lbs. Weight: 15.5 kg / 34.2 lbs. Length: 2637 ± 1 mm / 103.8" ± 0.04" Width: 525 ± 0.5 mm / 20.7" ± 0.02"</p> <p>Intended only for use with ARTIS tables.</p>
1	14465062	<p><b>Infusion bottle holder</b> This infusion bottle holder can be mounted at the accessory rail of the patient table. It holds up to 4 infusion bottles. It includes an infusion bottle holder made of stainless steel with 4 retaining rings.</p> <p>Intended only for use with Artis/ARTIS tables.</p>
1	14465309	<p><b>Fixed upper body rad. prot. (HZA)</b> This radiation shield provides protection from scattered radiation. It includes a fixed ceiling-mounted stand, a support arm and acrylic glass.</p>
1	14465313	<p><b>Y-LED (HZA)</b> Ceiling-mounted, flexible position able examination light with focusable light system.</p>
1	14455598	<p><b>Artis Freestyle Access cable kit</b> Preparation for mounting, connection and display of the wireless "ACUSON Freestyle Elite with Artis Access" ultrasound system on the Large Display of the Artis system. Artis Freestyle Access optimizes the workflow when using ultrasound guidance in the interventional suite. It provides a zero-cables, zero footprint, fully connected solution for ultrasound guidance in the interventional suite.</p>
1	AXA_PR_ICONC MULTI	<p><b>IconoCeiling w multitilt table promotion</b> Promotional incentive to be used for configurations including the combination of an ARTIS icono ceilingmounted imaging system in combination with the ARTIS multitilt table. No other Promos can be combined. Must include one or more of the following: POS contract, Book &amp; Bill, Multi-unit purchase. Required Part Numbers: One of 14465276, 14465279, 14465277, 14465280, 14465278, 14465281, AND 14465045</p>
1	AXA_RIG_ICON O_SP	<p><b>Standard Rigging icono SP</b></p>
1	AXA_IRCA_CM_ BD_LV1	<p><b>Essential Edu Package (AXA)(IRCA)(C/BP)</b> This Essential Interventional Radiology &amp; Interventional Cardiology education package for ceiling-mounted and biplane systems includes: - Dedicated Siemens Education Consultant: partnering with your Education Coordinator to create a</p>

Qty	Part No.	Item Description
		<p>blended curriculum adapted to your facility's individual needs. - Blended Learning Curriculum: a combination of at least two (2) 28-hour onsite trainings, digital (immersive, online &amp; virtual) education, and instructor-led classroom elevated by ASRT accreditation. Designed for your team to maximize their confidence and competence on your system. - On-site Customization: optimizing system hardware, software, workflow and operating safety consistent with the cleared use of the system. - Ongoing Educational Case Support: ability to request onsite case-support for advanced procedures. The education will be delivered in four (4) phases: 1) Pre-Installation: Customized Education Plan (CEP) tailored to your sites experience level and case types. Training needs assessed on hardware and software options, system positions, 2D/3D imaging, post-processing techniques and ongoing procedure support. 2) Pre-Go Live: blend of virtual courses &amp; instructor-led classroom training. 3) Go Live: minimum of two (2) weeks of onsite clinical applications sessions, guiding staff members, reinforcing concepts and practices acquired during pre-training. 4) Warranty /Post-Go Live: continuation of the CEP delivery. Ongoing case support on advanced request and subject to availability. Parties will mutually agree on deliverables and scheduling of the requested training. This educational offering must be utilized within 12 months following install end date. If this offering is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.</p>
2	AXA_EP2_24	<p><b>Essential Training PH 2 (Onsite-24) AXA</b> Up to (24) hours of on-site clinical Education training, scheduled consecutively (Monday – Friday) during standard business hours (7:00am-5:00pm) for (4) imaging super users. 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</p>
1	EPW935515UPS	<p><b>Eaton Powerware 9355 15 kVA UPS</b> Includes UPS, battery, maintenance bypass panel, and one year on-site parts and labor coverage (24x7) by Eaton Powerware. This UPS is recommended when protection and uninterruptible power is required for the Artis' C-arm and table. Emergency fluoroscopy is not available with this UPS. If emergency fluoroscopy is required, the 9390 - 160 kVA UPS is recommended for the full system. One UPS per lab.</p>
2	GEL1040136601278	<p>Additional seismic brackets are required to make this system OSHPD approved.</p> <p><b>Black anti-fatigue mat 36x60</b> Black NewLife EcoPro anti-fatigue mat (36 inches x 60 inches), 3/4 inch polyurethane foam, fluid and dirt resistant with anti-micorbial properties, matte textured surface.</p> <p>The ultimate employee benefit for workers who stand, are ergonomically designed to provide the perfect balance of premium comfort and optimal support. Proprietary Cellulon®Polyurethane Technology stands up to the tough demands of commercial environments while providing lasting comfort that won't bottom out over time. This eco-friendly line of anti-fatigue mats is certified by the National Floor Safety Institute for its high traction bottom surface.</p>
1	AM0160C	<p><b>Adept STARSystem</b> Radial positioning equipment intended for clinicians working on the right.</p> <p>Includes STARBoard, leg arm support and STARTable.</p> <p>A key function of the STARBoard is its ability to present the patients wrist in the hyper-extended position whilst access is achieved, then simply return it to a more relaxed, medially-rotated position, for the duration of the procedure, allowing greater patient comfort. Crafted in carbon fiber for superior strength, radiolucency and durability, the STARBoard is light weight and compact.</p> <p>STARSupport connects to the STARBoard after radial access is gained facilitating</p>

Qty	Part No.	Item Description
1	BART700PEDL	<p>left arm procedures for superior patient comfort.</p> <p>STARTable not only provides clinicians with an adjustable work surface, the vertical shield reduces X-ray scatter.</p> <p>Includes one year warranty through Adept.</p> <p><b>Mark 7 Arterion, Pedestal System</b> The Arterion Mark 7 Pedestal contrast medium injector can be positioned anywhere at the patient positioning table on a mobile unit, for direct operation of all functions in the examination room.</p> <p>The injector system includes: A mobile pedestal stand with electronics unit, a contrast medium heater and a connection cable to the manual release. A support arm with injector head and a control lever for moving the injector head. A user control console with large touch screen and corresponding additional monitoring display on the injector head.</p> <p>Functions Pressure limitation: for 150 ml syringes 689 to 8273 kPa, corresponds to 100 to 1200 psi. .</p> <p>Flow rates for 150 ml syringes: 0.1 to 45 ml/s in increments of 0.1 ml/s 0.1 to 59.9 ml/min in increments of 0.1 ml/min rise/fall: 0 to 9.9 s in increments of 0.1 seconds</p> <p>Release delay for injection or radiation: 0 to 99.9 s in increments of 0.1 s.</p> <p>Adjustable volume for 150 ml syringes: 1 ml to the max. syringe capacity in increments of 1 ml.</p> <p>Fill rate: Variable syringe filling speed 1-20ml/s.</p> <p>Injection protocols: Up to 40 injection protocols possible.</p> <p>Parameters currently displayed on the touch screen display and on the head display: Injection speed Injection volume Remaining volume Injection duration Applied pressure</p> <p>Contrast medium heating: Nominal 35°C (95°F)±5°C (9°F)</p> <p>Injection data memory Up to 50 injection data items stored</p> <p>Included in the scope of delivery Injector standard configuration 150 ml SIEMENS interface cable Operator Manual Service manual (English).</p> <p>Power supply</p>

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40 Liberty Boulevard, Malvern, PA 19355

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<b>Qty</b>	<b>Part No.</b>	<b>Item Description</b>
		200 V to 250 V; 50/60 Hz.
1	BINSART700P	<b>Arterion Pedestal Install</b>
1	AXA_ADDL_RIG GING	<b>Additional Rigging AXA \$8,100</b>

**System Total**                      **\$ 1,274,404**

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craig.argo@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. General Terms and Conditions

### 1. GENERAL

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

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

**1.3 Third Party Products.** If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is

not responsible for any required installation, validation, product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

### 2. PRICES

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

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

### 3. TAXES

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

### 4. TERMS OF PAYMENT; DEFAULT

**4.1 Payments; Due Date.** Unless otherwise set forth in the quotation, Purchaser shall pay Seller as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty



(30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.**4.2 Late Payment.** A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.**4.3 Payment of Lesser Amount.** If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. **4.4 Where Payment Due Upon Installation or Completion.** Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.**4.5 Default; Termination.** Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser. Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall

pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.**4.6 Financing.** Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

#### 5. EXPORT TERMS

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

#### 6. DELIVERY, RISK OF LOSS

**6.1 Delivery Date.** Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).**6.2 Risk of Loss;**

**Title Transfer.** Unless otherwise agreed to in writing, the following shall apply: (a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser. (b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery. (c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim.

#### 7. SECURITY INTEREST/FILING

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

#### 8. CHANGES, CANCELLATION, AND RETURN

**8.1** Orders accepted by Seller are not subject to change except upon Seller's written agreement. **8.2** Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with

respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment. **8.3** Seller reserves the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

#### 9. FORCE MAJEURE

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

#### 10. WARRANTY

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

unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty. **10.2** No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty. **10.3** This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship). **10.4** Purchaser shall provide Seller with

both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements. **10.5** Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty. **10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.** **10.7** In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

#### 11. LIMITATION OF LIABILITY

**11.1** In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect. **11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY**

**OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

#### 12. INSTALLATION - ADDITIONAL CHARGES

**12.1 General.** Unless otherwise expressly stipulated in writing, the Products shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller. **12.2 Installation by Seller.** If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown. **12.3 Purchaser's Obligations.** Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products

and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser's expense. **12.4 Regulatory Reporting.** In the event that any regulatory activity is performed by anyone other than Seller's authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements. **12.5 Completion of Installation.** Installation shall be complete upon the conclusion of final calibration and checkout under Seller's standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

#### 13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

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

Purchaser the purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement. **13.2 Infringement by Purchaser.** If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

#### 14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

**14.1** Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products shall remain Seller's property and shall at all times be held in confidence by Purchaser. **14.2** For all Products which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule attached hereto. **14.3** Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the Purchaser will be purchasing the Products). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

#### 15. ASSIGNMENT

**15.1** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld. Any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as

Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

#### 16. COSTS AND FEES

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

#### 17. MODIFICATION

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

#### 18. GOVERNING LAW; WAIVER OF JURY TRIAL

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

#### 19. COST REPORTING

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

#### 20. INTEGRATION

**20.1** These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire, complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products. Purchaser's additional or different terms and conditions stated in a purchase order, bid documents or any other

document issued by Purchaser are specifically rejected and shall not apply to the transactions contemplated under this Agreement.

**21. SEVERABILITY; HEADINGS**

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

**22. WAIVER**

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

**23. NOTICES**

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

**24. RIGHTS CUMULATIVE**

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

**25. END USER CERTIFICATION**

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

**26. ACCESS TO BOOKS AND RECORDS**

**26.1** To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Product or service pursuant to this Agreement, Seller shall make available, upon written request by the Secretary of Health and Human Services (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly authorized representatives, copies of this Agreement and any books, documents, records or other data of Seller that are necessary to certify the nature and extent of any costs incurred by Purchaser for such Products and services. If Seller carries out any

of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, Seller will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Product or service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Purchaser for such Product or service.

**27. DISPOSITION OF PRODUCTS**

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

## 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

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Revised 03/15/05

## TRADE-IN EQUIPMENT REQUIREMENTS

### 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 THIS QUOTATION VIA A CHANGE ORDER. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS OF THE QUOTATION AND SHALL REMAIN IN EFFECT REGARDLESS OF ANY CONTRARY LANGUAGE IN THE QUOTATION.**

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

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

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the

equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (iv) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with item (i) above.

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

### AT Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	Period of Warranty <sup>1</sup>	Coverage
X-Ray System (Not including consumables)	12 months	Full Warranty (parts & labor) Principal Coverage Period 8am-5pm Monday through Friday

The parts warranty below only applies to purchased parts, not to replacement parts provided pursuant to a warranty. Repairs or replacements shall not interrupt, extend, or prolong the term of the warranty.

All AT Flat Panel Detectors (Includes HDR, Q.zen, and Pixium, PaxScan, Canon)	First 12 months Months 13 through 36	100% Wear or Failure parts and labor Prorated credit given to customer against replacement cost	credit percentage = (36 - months in use) /36*100
Image Intensifier Tubes (Sirecon, Optilux)	First 12 months Months 13 through 24	Prorated credit given to customer against replacement cost, parts only	credit percentage = (24 - months in use) /24*100
Megalix Cat Plus Tube	First 12 months Months 13 through 24	80,000 SLU <sup>4</sup> or 12 months, whichever occurs first Prorated credit given to customer against replacement cost, parts only	credit percentage = (24 - months in use) /24*100
Gigalix Tube	First 12 months Months 13 through 24	100,000 SLU <sup>4</sup> or 12 months, whichever occurs first Prorated credit given to customer against replacement cost, parts only	credit percentage = (24 - months in use) /24*100
Single tank tubes (Polyphos, P125-135, Sirephos, SR)	12 months		
Single Tank X-Ray Tubes (Powerphos)	Prorated to a maximum of 80,000 SLU <sup>4</sup> or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (80,000 - SLU <sup>4</sup> used) / 80,000*100
Consumables	Refer to warranty of consumable item		
<b>Post-Warranty (after expiration of system warranty) – Replacement of parts prorated only. Does not include labor.</b>			
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	

<sup>4</sup> SLU: Siemens Load Unit (1 exposure or 2 seconds cine DCM (Digital Cine Mode) or 15 seconds Digital Pulsed Fluoroscopy (DPF))

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Attachment 2  
Capital Cost Worksheet

**Projected Capital Cost Form**

Building Purchase Price	N/A
Purchase Price of Land	N/A
Closing Costs	N/A
Site Preparation	N/A
Construction/Renovation Contract(s)	599,529.30
Landscaping	N/A
Architect / Engineering Fees	52,890.58
Medical Equipment	1,279,400.04
Non-Medical Equipment	N/A
Furniture	N/A
Consultant Fees (specify)	N/A
Financing Costs	N/A
Interest during Construction	N/A
Other (specify)	
<b>Total Capital Cost</b>	<b>1,931,819.92</b>

**CERTIFICATION BY A LICENSED ARCHITECT OR ENGINEER**

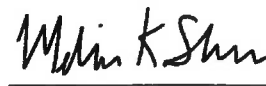
I certify that, to the best of my knowledge, the projected capital cost for the proposed project is complete and correct.

  
\_\_\_\_\_  
Signature of Licensed Architect or Engineer

Date Signed: 12/05/2023

**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.

  
\_\_\_\_\_  
Signature of Officer/Agent

Date Signed: Dec 10, 2023

**Executive Director, Strategy and Planning**  
\_\_\_\_\_

Title of Officer/Agent

**From:** [Yakaboski, Greg](#)  
**To:** [Stancil, Tiffany C](#)  
**Subject:** FW: [External] Letter of No Review - Alamance Regional Medical Center  
**Date:** Wednesday, December 13, 2023 9:02:57 AM  
**Attachments:** [Alamance Regional Medical Center Letter of No Review 1 piece of fixed angiography equipment.pdf](#)

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fyi

Sincerely,

*Gregory F. Yakaboski*

**Gregory F. Yakaboski**  
Project Analyst  
[Division of Health Service Regulation](#), Certificate of Need  
[NC Department of Health and Human Services](#)

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Office: 919-855-3873  
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2704 Mail Service Center  
Raleigh, NC 27699-2704

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**From:** Allen, Amanda <amanda.allen@conehealth.com>  
**Sent:** Wednesday, December 13, 2023 8:45 AM  
**To:** Yakaboski, Greg <greg.yakaboski@dhhs.nc.gov>  
**Cc:** Shearer, Melissa <Melissa.Shearer@conehealth.com>  
**Subject:** [External] Letter of No Review - Alamance Regional Medical Center

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Greg,

Please see the attached letter of no review for Alamance Regional Medical Center to acquire one piece of fixed angiography equipment. The total cost including construction does not exceed \$1.9M.

Please reach out if you have any questions and I hope you and your family have a very happy holiday season.



Amanda

## Amanda Allen, MBA

**Cone Health** | Strategy and Planning

Planning Manager

Direct Dial: 336.663.5330 | Fax: 336.663.5336

Website: [conehealth.com](http://conehealth.com)

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