



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

October 10, 2023

Christi Rogers
crogers@ccradonc.com

Exempt from Review – Replacement Equipment

Record #: 4278
Date of Request: August 23, 2023
Facility Name: Coastal Carolina Radiation Oncology
FID #: 160260
Business Name: Coastal Carolina Radiation Oncology, P.A.
Business #: 2403
Project Description: Replace CT simulator
County: New Hanover

Dear Ms. Rogers:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that the above referenced project is exempt from certificate of need review in accordance with G.S. 131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the SOMATOM 64-Slice CT simulator to replace the Philips Brilliance CT simulator. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

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

Sincerely,

Tanya M. Saporito
Project Analyst

Micheala Mitchell
Chief

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

Patrick D. Maguire, M.D.
Michael A. Papagikos, M.D.
Michael A. Nichols, M.D., Ph.D.
Rex A. Kiteley II, M.D.
Tiffany M. Morgan, M.D.
J. Kyle McCool, M.D.
Mustafa M. Abugideiri, M.D.
Meaghan R. Scarlett, PA-C
Morgan P. Carson, PA-C

July 7, 2023

Ms. Micheala Mitchell
Chief, Certificate of Need Section
DHHS Division of Facility Services
2704 Mail Service Center
Raleigh, NC 27699-2704

RE: Coastal Carolina Radiation Oncology, P.A.'s No Review Request
to Acquire One Replacement CT Simulator

Dear Ms. Mitchell:

Coastal Carolina Radiation Oncology, P.A. (CCRO) requests a no review determination regarding the proposed purchase of a SOMATOM go.Sim CT simulator to replace an existing Philips Brilliance CT Big Bore simulator that is 14 years old. The total capital cost of the replacement CT simulator will be less than \$2,000,000, thus meeting the "replacement equipment" requirements as defined in NCGS 131E-176(22a).

Scope of Proposed Project

It is the intention of CCRO to purchase a SOMATOM go.Sim 64-slice CT simulator to replace our Philips Brilliance CT Big Bore simulator. The Philips Brilliance CT Big Bore simulator will be included as a trade-in to Siemens Healthineers as part of the purchase of the new SOMOTOM go.Sim 64-Slice CT simulator.

CCRO will up-fit the vault and console area to accommodate the new 64-slice CT simulator, in accordance with Siemens Healthineers' specifications as well as all regulatory requirements. The up-fitting costs are estimated to be \$60,396 (Exhibit B). The floor space will not need to be increased.

Coastal Carolina
Radiation Oncology
1988 South 16th Street
Wilmington, NC 28401
910 662 8440

Zimmer Cancer Center
New Hanover
Regional Medical Center
2131 South 17th Street
Wilmington, NC 28401
910 342 3004

South Atlantic
Radiation Oncology
545 Ocean Highway West
Supply, NC 28462
910 253 3380

Reason for Project

The age and obsolescence of our current Philips Brilliance CT Big Bore simulator, has made it quite inefficient in keeping up with current volume demands. The purchase price of the replacement CT Simulator includes a trade-in allowance of \$15,000 for the Philips Brilliance CT Big Bore simulator purchased in 2009. This is estimated to be de-installed and de-commissioned in August 2023 (Exhibit C).

Capital Cost of the Replacement Accelerator

The cost of the SOMATOM go.Sim 64-Slice CT simulator, including accessories, is \$629,001. See Exhibit A for the detailed quote.

The cost to up-fit the vault and console area to accommodate the new CT simulator and its controls will be \$60,396 (Exhibit B). Our in-house physicist(s) will provide the physics acceptance and commissioning services, therefore no additional costs will be incurred in this area. Other costs associated with fees and permits are estimated at \$2,000. Sales tax on the CT Simulator and other equipment is estimated at \$47,547. The project's total estimated capital cost for the replacement CT simulator is \$738,944 (CT quote of \$629,001 + Up-fit of \$60,396 + Sales Tax of \$47,547 + Fees/Permits of \$2,000).

Other Review Issues

As noted in the scope of the project above, the capital cost of acquiring, installing, and making the CT simulator operational is less than \$2,000,000, thus meeting the definition of "replacement equipment" as defined in NCGS 131E-176(22a). Finally, as an off campus provider based radiation oncology department of Novant New Hanover Regional Medical Center, no new health service, as defined in NCGS 131E-176(16)(a), will be created. This proposal does not fall under any of these "new health service facilities" and should be exempt from review.

It is anticipated that the CT Big Bore will be traded in to Siemens Healthineers by August 2023 as part of the purchase agreement for the purchase of the SOMATOM go.Sim 64-Slice CT simulator.

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Determination Requested

Please review this letter and the attached documentation and confirm that CCRO's acquisition of a new CT simulator for replacement purposes does not require a certificate of need review.

Thank you for your consideration of this matter. Please contact me at (910) 662-8428 if additional information is needed concerning this request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Papagikos', is written over the typed name.

Michael A. Papagikos
Vice President

Attachments

**Coastal Carolina
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910 662 8440

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**South Atlantic
Radiation Oncology**
545 Ocean Highway West
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910 253 3380

EXHIBIT A
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: 0000229202

Date: 03/29/2023

COASTAL CAROLINA RADIATION ONCOLOGY

1988 S16th Street
Wilmington, NC, 28401

Siemens Medical Solutions USA, Inc. is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

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Contract Total: \$ 629,001

(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 03/31/2023

Notes for Quote Nr CPQ-369689 :

Estimated Delivery Date: 9/2023

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.

This Quotation is specific to COASTAL CAROLINA RADIATION ONCOLOGY, and contains information which is confidential and proprietary to Siemens, including but not limited to discounts and pricing. The Customer may not distribute or disclose this quotation or any portion hereof to, or discuss any of the information (including pricing) contained herein with, any other customer or consultant, buying group, or other third party.

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.

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

CPQ-369689
CPQ-815925



Coastal Carolina Radiation Oncology (“CUSTOMER”)

At your request and for your convenience, Siemens Healthineers has prepared this executive agreement (the “**Executive Agreement**”), dated March 31, 2023 (the “**Effective Date**”) in order to bind the parties to multiple, non-cancellable equipment quotations and/or service proposals (each, as listed below with the accurate revision number, a “**Quotation**”, and collectively the “**Quotations**”).

By executing this Agreement, CUSTOMER hereby represents that (i) it has received and reviewed each individual Quotation and the terms and conditions therein; (ii) accepts and agrees to be bound by each individual Quotation and the terms and conditions contained therein; (iii) each Quotation has been accepted without modification or addition, except where expressly agreed to by the parties; and (iv) agrees to forego executing each individual Quotation and to execute this Agreement as a substitution for signature for each individual Quotation.

Quote Number	Description	Location	2 unit pricing
CPQ-621468-1 & CPQ-815952	CTH go.Sim	Scotts Hill	\$644,800
CPQ-369689-3 & CPQ-815925	CTH go.Sim	16 th Street (Main)	\$629,001

- Please initial which purchase option is selected

Customer agrees to purchase Siemens Service Agreement at time or purchase. Offer valid through March 31, 2023

To show their agreement to these terms and intending to be legally bound by this Executive Agreement and the individual Quotations referenced herein, the parties hereby execute this Executive Agreement as of the Effective Date.

The Parties agree that each Quotation above shall invoice independently at time of installation of the Products in the individual Quotation. Customer should issue multiple purchase orders if required to process payments.

Approved: Siemens Medical Solutions

Approved: Coastal Carolina Radiation Oncology

Ferrero
Robert

Digitally signed by Ferrero Robert
DN: serialNumber=Z000775K, givenName=Robert, sn=Ferrero, o=Siemens, cn=Ferrero Robert
Date: 2023.03.31 12:10:03 -04'00'

VP, 03/31/2023



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

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

The Proposal includes Quotations CPQ-369689 (\$629,000) and CPQ-815925 (\$1). The Parties acknowledge that each Product in the Quotation shall ship and invoice independently at the amounts detailed above. Customer should issue multiple Purchase Orders or one Purchase Order with separate line items.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project #2022-3884.

Notes for Quote Nr CPQ-815925 :

Estimated Delivery Date: 9/2023

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 Proposal includes Quotations CPQ-369689 (\$629,000) and CPQ-815925 (\$1). The Parties acknowledge that each Product in the Quotation shall ship and invoice independently at the amounts detailed above. Customer should issue multiple Purchase Orders or one Purchase Order with separate line items.

This offer is only valid if firm, non-contingent orders for the following quotes are simultaneously placed with Siemens:
CPQ-369689
CPQ-815925

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.

By (sign): _____

Name: _____

Title: _____

Date: _____

COASTAL CAROLINA RADIATION ONCOLOGY

By (sign): Michael A. Papadimitrakos MD

Name: _____

Title: Vice President - CCRO

Date: 3/31/2023

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): _____

Quote Nr: CPQ-369689 Rev. 3

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

Purchasing Agreement: VIZIENT SUPPLY LLC

VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr CPQ-369689

Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT CT - XR0676 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 go.Sim

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

Qty	Part No.	Item Description
1	14486730	<p>SOMATOM go.Sim Precise CT simulation requires fail-safe, reproducible, and streamlined workflows.</p> <p>This 64-slice simulator was created for one reason - to reduce errors to potentially reduce time to treatment. The SOMATOM go.Sim helps minimize errors in a complex workflow using embedded hardware and software, such as the integrated lasers (option) with automated laser QA.</p> <p>Driven by intelligence and automation, the system simplifies your tasks and reduces the likelihood of errors allowing you to focus on what matters most: spend more time with patients and improve what is, truly, most important – their therapy outcomes.</p> <p>Package includes</p> <ul style="list-style-type: none"> - 0.5, 1.0 s rotation time - Stellar Detector - 85 cm bore size - SAFIRE - 75 kW (equivalent to 187 kW with SAFIRE) - Athlon™ X-ray tube - Adaptive Dose Shield - Tin Filter - Air cooling system - Ring mood lighting - Patient observation camera - 24" / 60 cm flat screen monitor - External USB 3.0 disks support -syngo System Security <p>Modern way of guarding against malware, viruses and malicious attacks</p>

- provides functionality for user Management and flexible access control for patient data,
- improves IT security,
- avoids system breakdowns due to malware installations which results in higher system uptimes and reliability,
- reduces risk of unwanted software installations,
- supports local IT personnel,
- improves system performance and robustness,
- improves security for the use of external storage devices

1 14486738

Identifier SRS

Smart Remote Service (SRS) is a secured data link that connects your medical system to Siemens service experts. Via SRS, the performance and condition of your equipment can be monitored in real time. SRS makes a broad range of proactive and interactive services available.

A VPN connection is to be provided by user.

The Customer agrees to allow connection to Siemens' remote service diagnostic equipment to the secured telecommunications link at his own expenses. The Customer bears the cost of any technical requirements for any such connection over and beyond the actual product (e.g. establish a broadband connection).

1 14486866

syngo CT VA40

1 14486814

syngo Expert-i

Expert-i enables the physician to interact with the syngo Acquisition Workplace from virtually anywhere in your hospital.

1 14486742

RT Performance Package

Benefit from additional operational and clinical flexibility by configuring your CT simulator with the RT Performance package, a bundle of software and hardware options to boost your performance.

- Ultra-FAST ICS
- Ultra-FAST IRS
- High-speed rotation time 0.35 s
- High Power 70
- 10kV Steps
- HD FOV (up to 85cm)
- SAFIRE
- CT View&GO
- Sim&GO
- Beam Placement tools
- Contouring tools
- Patient marking tools
- Vessel Extension
- Endoscopic View
- Diameter / WHO Area
- Lung Lesion Segmentation
- ROI HU Threshold
- Spine Ranges
- Check&GO
- Metal Detection
- Recon&GO:
- Inline Anatomical Ranges
- Inline Table Removal
- Inline Bone Removal
- Inline Vessel Ranges
- Inline Spine Ranges
- Inline Rib Ranges
- Multi Recon
- SureView

- WorkStream4D
- Adaptive Signal Boost
 - FAST CARE
 - CARE kV
 - 10 kV steps
 - CARE Child
 - CARE Dose 4D
 - CARE Topo
 - CARE Profile
 - CARE Filter
 - CARE Bolus CT
 - X-CARE
 - FAST 4D
 - FAST Planning
 - FAST Adjust
 - FAST Contact
 - FAST ROI
 - DynSerio Scan
 - syngo System Security
 - myExam Compass
 - Interleaved Volume Reconstruction (IVR)

1 14486724

2nd Control-room Monitor

2nd Control-room Monitor

1 14486744

Scan&GO wireless edition

Including Scan&GO Tablet and wireless Remote Scan Control

1 14486853

UPS

UPS. An uninterrupted power supply, for the syngo Acquisition Workplace in the event of network fluctuations and brief power failures.

1 14486749

Long Patient Table RT

- Fully TG-66 compliant over the full scan range (without table extension)
 - Max. table load 307 kg / 676 lbs
 - Max. table feed speed 1-200 mm/s
 - Vertical table travel range 47.5-90 cm / 18.7"-35.4" (at table top)
 - Vertical travel speed 28.3 mm/s
 - Scannable range up to 200 cm/78.7"
 - For RT use, the scan range may vary according to RTP overlay and/or 3rd party accessory. The scan range with the Siemens Healthineers Multi-index RTP overlay is 175cm / 69".
 - For diagnostic use, the scan range can be achieved with Diagnostic table extension. (Diagnostic table extension is not compatible with RT overlays)
 - Positioning mattress
 - Restraining straps
 - RTP excellence package
- The RTP excellence kit contains a high accuracy installation and adjustment procedure utilizing additional installation tools and a special laser QA phantom to optimize the accuracy of the system.

1 14486751

Long Table Multi-index RTP Overlay

- Multi-indexing with Varian and Elekta indexing designed for 307 kg Patient Table RT
- Light weight overlay

1 14486752

Foot Switch for Pat.Table control

Foot switch for Patient table control

1 14486778

Table Accessory Set

More table accessories for further flexibility based on the clinical needs. Includes table side rails, storage box and infusion holder.

1 14486755

Direct Laser

Siemens unique integrated moveable laser system allows you to control the patient marking workflow with the RT dedicated tablet and avoid unnecessary switching between different devices to enter laser coordinate. Direct Laser is directly integrated at the scanner gantry, enables less error prone patient marking for an

optimized simulation process.

Item includes:

- Direct Laser
- Direct Laser QA

1 14486756

Direct Laser Steering

Direct Laser steering allows for integrated control of the moveable laser system, without the need of an additional workstation. This functionality is compatible with Siemens Direct Laser (integrated moveable laser system on the gantry and associated mobile patient marking workflow) and with select LAP laser systems.

1 14486765

iMAR

The iMAR metal artifact reduction algorithm combines three successful approaches (beam hardening correction, normalized sinogram inpainting and frequency split). This allows to reduce metal artifacts caused by metal implants such as coils, metal screws and plates, dental fillings or implants. iMAR is compatible with extended FoV, the extended CT scale as well as the newest dose reduction feature.

Along with the new algorithm comes the simple user interface of iMAR enabling easy reconstruction of clinical images with reduced metal artifacts.

iMAR only requires to select the desired protocol from a drop down menu which contains the following type of implants:

- Dental fillings
- Neuro coil
- Thoracic coil
- Hip implants
- Extremity implants
- Pacemakers
- Spine implants
- Shoulder implants

1 14486762

TwinSpiral Dual Energy

The accuracy of target delineation is limited by the lack of soft-tissue contrast on CT.

A new holistic solution for spectral imaging is introduced. TwinSpiral Dual Energy scan mode offers the possibility to acquire two consecutive spiral data sets at different energies and the two different kV levels with independent mAs modulation deliver a combination of both morphological and functional information within one examination. This new form of dual-energy acquisition uses Tin Filter to achieve optimal spectral separation and can help to improve tumor delineation and reduce target margins in RT Planning.

1 14486757

Respiratory Motion Management

- Various acquisition modes and protocols accommodate for a wide range of respiratory patterns and workflows. Following functionalities are supported.

- Up to 300 seconds scan time in respiratory motion management acquisition.

- Supports retrospective modes including phase and amplitude reconstructions

- Supports the automatic creation of
 - Average CT (tAverage)
 - temporal MiniIP (tMinIP),
 - temporal MaxIP (tMaxIP)
 - the easy generation via reconstruction

- Quantitative 4D assessment of 3D tumor trajectory and amplitude and semi-automatic calculation of the mid-ventilation phase

- Contouring propagation to each phase via deformable registration

- 8 series display

1 14486761

Open Interface

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craig.argo@siemens-healthineers.com

		Interface kit and software license to connect an external respiratory device that supports Open Interface.
1	14486759	Varian RGSC interface Software license and cable to connect to Varian RGSC gating device
1	CTH_PM	CTH Project Management
1	CTH_STD_RIG_INST	CTH Standard Rigging and Installation
1	CTH_ADD_RIG_GING	Additional Rigging \$5,800
1	CTH_TRADEIN_ALLOW	CT Trade-in-Allowance, Brilliance Big Bore 7407, project #2022-3884, deinstall/expire date 8/2023 (\$15,000)
1	CTH_ESS_LV2	Essential Education Level 2 (CTH) This Essential Education Bundle provides system training in a blended learning environment using training modules (typically 1 hour): - Clinical Education Specialist led online education consult and education planning/deployment up to 4 hours - Siemens PEPconnect online learning platform based education plan deployment / management - Online protocol development up to 25 protocols using SmartSimulator and physics commissioning/education for up to 4 hours - Online Seamless transition workshop for education of up to 6 users using SmartSimulators Essential Onsite Training Part 1 - Up to 24 hours of onsite education for up to 8 users - Essential Onsite Training Part 2 - Up to 16 hours of onsite education for up to 8 users - Additional Onsite Training - Up to 16 hours onsite training for up to 8 users for advanced RT CT imaging guided therapy and workflow techniques - Ongoing online instructor-led training subscription using SmartSimulators or Smart Remote Services for one year - PEPconnections supported on-going training and competency plan management This Educational offering must be completed by the later of (12) months from install end date or purchase date. If training is not completed within the applicable time period, Siemens Healthineers obligation to provide the training will expire without refund.
1	PSPD250480Y3K	Surge Protective Device (SPD)
1	4SPAS014	Low Contrast CT Phantom & Holder
1	CT_LUNGIMAGI NGGO	Lung Imaging Lung Imaging Go: For well over a decade, CT has been recognized and used as the standard of care for lung nodule visualization and sizing. This is due to CT's spatial resolution, geometric accuracy, and ability to create various reconstructions and 3D views. The high contrast environment in the chest between the lungs and the nodules makes for a relatively easy visualization task for clinicians using CT images. Recent advances in CT technology have allowed these scans to be effectively performed at lower doses, higher resolutions, and faster scan times. The SOMATOM go.Platform leverages Tin Filter Technology to further enhance the delivery of low dose lung cancer screening for high risk populations*. The SOMATOM go scanners are delivered with specific scan protocols to provide low dose lung cancer screening exams that use Siemens-exclusive Tin Filter Technology to reduce unnecessary radiation. These default protocols also utilize Siemens proprietary dose reducing features such as CARE Dose4D™, automatic exposure control technology, that further modulates and adapts dose for every patient, for high image quality at low dose. The SOMATOM go scanners come with default low dose lung imaging protocols below 1 mSv. *As defined by professional medical societies.
1	ACCESS_PROTECT	Access Protection Scan Protocols are password protected allowing only authorized staff members to access and permanently change protocols

- 1 CARE_DOSE4D **CARE Dose4D**
CARE Dose4D delivers the highest possible image quality at the lowest possible dose for patients - maximum detail, minimum dose. Adaptive dose modulation for up to 60% dose reduction
- 1 CARE_DOSE_CONFIG **CARE Dose Configurator**
CARE Dose Configurator: Enhancement of Siemens' renowned real-time dose modulation CARE Dose4D, introducing new reference curves for each body region and for each body habitus allowing to adjust the configuration even more precisely to the patient's anatomy.
- 1 CARE_BOLUS **CARE Bolus**
Operating mode for CM-enhancement-triggered data acquisition.
- 1 DICOM_SR **DICOM SR Dose Reports**
DICOM structured file allows for the extraction of dose values (CTDIvol, DLP)
- 1 DOSELOGS **DoseLogs**
Whenever a dose limit exceeds the established reference dose levels (Dose Notification and Dose Alert) a report is automatically created on the system, enhancing your ability to track radiation dose.
- 1 DOSE_ALERT **Dose Alert**
Dose Alert: Dose Alert automatically adds CTDIvol and DLP values depending on z-position (scan axis). The Dose Alert window appears, if either of these cumulative values exceeds a user-defined threshold.
- 1 DOSE_NOTIFICATION **Dose Notification**
Dose Notification: Dose Notification provides the ability to set dose reference values (CTDIvol, DLP) for each scan range. If these reference values are exceeded the Dose Notification window informs the user.
- 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 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_GO_STELLAR **Stellar Low Noise Technology Detector**
The Stellar detector's high-end technology includes fully integrated components. As a result, Stellar detector technology keeps electronic noise low, increases dose efficiency and improves spatial resolution. The smart configuration of the detector elements simplifies access, eases maintenance, and increases scanner uptime. For SOMATOM go scanners, the Stellar detector features a 3D anti-scatter collimator for even more efficient optimization of X-ray energy.
- 1 SYNGO_VRT **syngo VRT**
Advanced 3D functionality as an extension to the basic 3D viewer, containing volume rendering technique (VRT) and advanced editing functions.
- 1 SYNGO_BONE_REMOVAL **syngo Bone Removal**
Simple, automated bone removal functionality for the syngo 3D application. Preconfigured algorithms for angiography and hip/pelvis fracture scenarios are included to facilitate fast removal of bone structure for three dimensional presentation and analysis of CT data.
- 1 WORKSTREAM_4D **Workstream4D**
WorkStream 4D further enhances the already superb workflow of SOMATOM CT scanners by offering direct generation of sagittal, coronal, oblique or double-oblique reconstructed images directly from CT raw data as part of the CT protocol.

System Total: \$ 629,000



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40 Liberty Boulevard, Malvern, PA 19355

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

Quote Nr: CPQ-815925 Rev. 0

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

Purchasing Agreement: VIZIENT SUPPLY LLC

VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr CPQ-815925

Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT CT - XR0676 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.

Clinical Education

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

Qty	Part No.	Item Description	
1	SIE002002001	RGSC Wall/Ceiling Mount Camera Respiratory Gating for Scanners (RGSC) with ceiling or wall mounted camera	
		Features:	
		•Monitors patient position during image acquisition in 3 motion axes	
		•Provides session recording	
		•The predictive filter monitors and predicts the patient's breathing	
		•Patient coaching with audio and optional visual support	
		•Includes five (5) marker blocks	
1	XPAS_PRD_OF FST_C	Offset for SIE002002001 RGSC Wall/Ceiling Mount Camera (\$55,999)	
			System Total: \$ 1
			Contract Total: \$ 629,001

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OPTIONS on Quote Nr : CPQ-369689 Rev. 3

OPTIONS for SOMATOM go.Sim

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

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	14486766	<p>DirectDensity</p> <p>DirectDensity is an exclusive software feature that enables users to obtain electron and/or mass densities directly from the CT images, allowing patients to be scanned at any available kV setting. Since only one electron/mass density calibration curve is required in the treatment planning system, regardless of the kV used for image acquisition, the need for tube voltage-dependent calibration is eliminated and the physics work for treatment planning is simplified.</p> <p>Item includes - Mass density in addition to electron density</p>	+ \$ 31,941	X _____
1	14486868	<p>DirectORGANS Contours</p> <p>DirectORGANS (Optimized Reconstruction based Generative Adversarial Networks) offers the world's first contouring generated by the CT scanner and provides the following benefits by leveraging the power of optimized reconstruction and deep learning:</p> <p>1) Directly at the scanner DirectORGANS makes autocontouring a part of the reconstruction process to eliminate manual interaction. Structure-set templates with autocontouring configurations can be configured directly on the scan protocol.</p> <p>2) OR (Optimized Reconstruction) The quality of the autocontouring depends on the quality of the images. DirectORGANS leverages optimized and standardized reconstruction parameters to deliver input to the deep learning based contouring solution. This process runs in parallel to the reconstruction of the image for target contouring.</p> <p>3) GANS (Generative Adversarial Networks) After OR, autocontouring is applied trained by an AI powered Deep Learning algorithm. A Deep Image-to-Image Network is employed.</p> <p>With the combination of AI powered OR and GANS, DirectORGANS enables a consistent starting point for OAR contouring independent from the image quality and can potentially reduce contouring time by more than 60%.</p> <p>DirectORGANS is available at Recon&GO as part of Inline result.</p>	+ \$ 39,312	X _____
1	14486869	<p>DirectORGANS Contours Advanced</p> <p>DirectORGANS Contours Advanced is an extended organ package to support the following organs for advanced AI based autocontouring: Advanced Lung contours - Ribs</p>	+ \$ 19,656	X _____

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- Individual Ribs
- Sternum
- Aorta
- Lung Lobe LL
- Lung Lobe UL
- Lung Lobe LR
- Lung Lobe MR
- Lung Lobe UL

Advanced Heart chamber contours (iodine contrast is required)

- Cardiac Left Ventricle
- Cardiac Right Ventricle
- Cardiac Right Atrium
- Cardiac Left Atrium
- Endocardium

Advanced Lymphnode contours

- LN Common Iliac (L/R)
- LN Internal Iliac (L/R)
- LN External Iliac (L/R)
- LN Obturator (L/R)
- LN Presacral

1	14486767	<p>CARE Contrast III CARE Contrast is an integrated solution for a simplified bolus injector coupling due to synchronized scanning and contrast injection.</p>	+ \$ 7,371	X _____
1	BFLEXOCS_S	<p>Stellant Flex injector-ceiling Stellant Flex ceiling mounted injector with workstation, NO Informatics, but is Informatics ready.</p> <p>Includes Stellant Flex ceiling mounted injector w/short post (580 mm) and ceiling plate; workstation; installation and warranty through Bayer.</p> <p>This post length is recommended for rooms with a floor to structural ceiling height of approximately 9 or 9.5 feet.</p>	+ \$ 38,480	X _____
1	B2ISI900SN	<p>Medrad ISI900 interface, POS (Required with CARE Contrast)</p>	+ \$ 7,176	X _____

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

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

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

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

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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

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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

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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.

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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 THE 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.

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CTH Warranty Information

Product	Period of Warranty	Coverage	Comment
(New systems and "ECO" Refurbished Systems Only) CT Systems SOMATOM.go.Sim SOMATOM Go. Open Pro SOMATOM Confidence 64 RO SOMATOM Confidence 20 RO CT System (not including consumables)	12 months	Full Warranty (parts & labor) Principal Coverage Period 8am-5pm Monday through Friday ²	SOMATOM.go requires Smart Remote Services (SRS) Connection prior to system installation or requires purchase of "No SRS" option. No SRS requires unlimited tube coverage for contract term if purchased.
The parts warranty below only applies to bought parts, not to replacement parts provided pursuant to a warranty. Repairs or replacements shall not interrupt, extend, or prolong the term of the warranty.			
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
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	Refer to warranty of consumable item		
Post-Warranty (after expiration of system warranty) – Replacement of parts prorated only. Does not include labor.			
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	

MR Warranty Information

Product	Period of Warranty ¹	Coverage	
(New Systems and "ECO" Refurbished Systems Only)			
MAGNETOM VIDA MAGNETOM SOLA	12 months	Full Warranty (parts & labor) Principal Coverage Period 8am-5pm Monday through Friday ²	MAGNETOM Sempra requires Smart Remote Services (SRS) Connection prior to system installation or requires purchase of "No SRS" option.
MR System (not including consumables)			

Post-Warranty (after expiration of system warranty) – Replacement of parts prorated only. Does not include labor.			
Magnet	12 months	Parts only	
Spare Parts	6 months	Parts only	
Consumables	Refer to warranty of consumable item		

CT Warranty Information

Product	Period of Warranty	Coverage	
(New systems and "ECO" Refurbished Systems Only)			
SOMATOM.go	12 months	Full Warranty (parts & labor) Principal Coverage Period 8am-5pm Monday through Friday ²	SOMATOM.go requires Smart Remote Services (SRS) Connection prior to system installation or requires purchase of "No SRS" option. No SRS requires unlimited tube coverage for contract term if purchased.
CT System (not including consumables)			

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

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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	Refer to warranty of consumable item		
Post-Warranty (after expiration of system warranty) – Replacement of parts prorated only. Does not include labor.			
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	

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. Optional extended Warranty commences 366 days after initial warranty period.

² Standard deliverables independent of subsequent service contract commitment

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

EXHIBIT B

CONSTRUCTION

&UP-FIT QUOTE

EXHIBIT C
EQUIPMENT
TRADE-IN
INFORMATION

HTDpro

Trade Sheet

Project	Status	Submitter	Submission Date
2022-3884	Frozen	Barr, Jessica	11/16/2022

Equipment Information - Trade-In

Manufacturer	Philips
Modality	CT
Equipment Name	Brilliance Big Bore
Slice	16
Date of Manufacture	04/2009
Serial Number	7407

Project Manager

First Name	Jason
Last Name	Boswell
Email	jason.boswell@siemens-healthineers.com
Phone	+1 (919) 368-5780

Trade-In Information

Opportunity ID	786325
Currency	USD

Customer Information

Government Facility	No
Facility Name	Novant Health New Hanover Medical Center
Customer City	Wilmington
Customer State	NC
US Zone	Southeast Zone
US Region	Piedmont
Country	United States of America

Project
2022-3884

Status
Frozen

Submitter
Barr, Jessica

Submission Date
11/16/2022

De-Installation and Rigging Requirements

Must be clear path out, all construction required is responsibility of customer/site. Additional rigging costs as well as traffic regulation costs are covered by the customer.

De-install Date	02/2023
Crane Needed?	No
Crane Size	
Access To Site	Weekend / After Hours / Holidays
Raised / Loading Dock Available	-
System Location	-
Removal Path	Door
Room No./Physical Location of Equipment	
Other Rigging Requirements / Additional Costs	
Vendor Credentialing Required	-
Vendor Credentialing Type	

Technical Details

System in Good Working Condition?	Yes
Under Service Contract	OEM
Last Tube Exchange	n.a.
Last Tube Exchange	-
Type of Last Exchanged Tube	-
Second Tube	-
Leased or Owned?	Owned
Cosmetic Appearance	Very good
Average no. of Patients per Day	8
Scan Seconds on Gantry	1146628
Tube in Working Condition	Yes
Scan Seconds on Tube	175368
Software Level	4.2
Software Options	-
Chiller	No

Project 2022-3884	Status Frozen	Submitter Barr, Jessica	Submission Date 11/16/2022
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Cooling	Air
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Additional Processing Workstation	-
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Total Amount of Monitors

Other Equipment / Options Included

Will Hard Drive be removed?	Yes
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Trailer

Trailer	No
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Comments

Due to unconfirmed specs, the trade desk will not accept any price reductions for wrong tube and gantry counts, DOM of the tube, when the tube was last exchanged or arcing of the tube at the time of the removal. Please bid accordingly.

Capital Budget Summary

22-6980 NHHNRC Cancer Institute Radiation Oncology CT Rm F		6/13/2023
1988 S. 16th Street		
Design & Construction PM's	Deen/Burden	
DPS PM	N/A	
Enter duration of project in years (round UP)-->	1	
Square Footage of Project Area	437	

Projecto	CONSTRUCTION = 200		Quote	Sub-total	COMMENTS
	Construction		>		
200	Base bid		52,293.00	54,293.00	
294	Construction Material Testing		2,000.00		Asbestos Testing
299	Construction Contingency	8.00%		4,343.44	
	Construction Total		>	\$58,636.44	
	FF&E = 400/500		Quote	Sub-total	COMMENTS
500	Moveable				
503	Medical Equipment				Handled by Practice (Siemens CT Replacement)
599	MM Equipment Contingency				
	FF&E Total		>	\$0.00	
	Sum of Capital Components		>	\$58,636.44	
	Corporate Costs Add On's to the bottom line = 800				
801	Capitalized Labor required by NH Finance (range .6% to 3%)		>		\$1,759.09
802	ANNUAL Builders Risk Insurance = 0.23% of the Total Project Budget for the Coastal market		>		\$0.00
802	OCIP (Owner Controlled Insurance Program)		>		Corp Insurance to provide amount if used in place of GC carrying General Liability Insurance.
900	Owner Contingency (manually entered if required)		>		\$0.00
	Total Capital Estimate		>		\$60,395.53

From: [Mitchell, Micheala L](#)
To: [Stancil, Tiffany C](#)
Subject: FW: [External] CT Simulator
Date: Wednesday, August 23, 2023 3:37:05 PM
Attachments: [Request for No Review for CT Simulator Replacement.pdf](#)
[Exhibit B Construction Upfit.pdf](#)
[Exhibit C CT Big Bore Trade In Info.pdf](#)
[Exhibit A Equipment Quote.pdf](#)

Hey-

Hope you are well.

I let the provider know that there is no record of this request with the Agency. They provided a Fedex receipt indicating that it had been delivered downstairs but it didn't make it up to HPCON.

Would you mind logging as a no review and assigning to Tanya?

Thanks,

Micheala Mitchell, JD
[NC Department of Health and Human Services](#)
[Division of Health Service Regulation](#)
Section Chief, Healthcare Planning and CON Section
809 Ruggles Drive, Edgerton Building
2704 Mail Service Center
Raleigh, NC 27699-2704
Office: 919 855 3879
Micheala.Mitchell@dhhs.nc.gov

Don't wait to vaccinate. Find a COVID-19 vaccine location near you at [MySpot.nc.gov](https://www.myspot.nc.gov).
[Twitter](#) | [Facebook](#) | [Instagram](#) | [YouTube](#) | [LinkedIn](#)

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From: Christi Rogers <crogers@ccradonc.com>
Sent: Wednesday, August 23, 2023 12:56 PM
To: Mitchell, Micheala L <Micheala.Mitchell@dhhs.nc.gov>
Cc: Patrick Maguire <pmaguire@nhroc.com>
Subject: [External] CT Simulator

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

On July 7, 2023, we submitted a request for no review to replace a Philips CT big bore simulator with a Siemens Somatom Go.Sim 64-Slice CT simulator, via a formal letter through

Federal Express. As of today, we have received no acknowledgement of this request. Since the cost of the CT simulator is less than \$2,000,000, will we need to obtain formal approval?

I am enclosing a copy of the original letter and quote information with this e-mail.

Christi Rogers
Coastal Carolina Radiation Oncology
Administrative Director
Phone: (910) 662-8428
Fax: (910) 662-8474

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