**North Carolina Department of Health and Human Services**
**Division of Health Service Regulation**

Pat McCrory
Governor

Aldona Z. Wos, M.D.
Ambassador (Ret.)
Secretary DHHS

Drexdal Pratt
Division Director

July 9, 2015

Ed Rush
President
Iredell Memorial Hospital
557 Brookdale Drive
Statesville, NC 28677

**Exempt from Review – Replacement Equipment**

| | |
|---|---|
| **Record #:** | **1635** |
| Facility Name: | Iredell Memorial Hospital |
| FID #: | 933284 |
| Business Name: | Iredell Memorial Hospital, Inc. |
| Business #: | 2217 |
| Project Description: | Replace simulator located in Iredell Memorial Hospital's Radiation Therapy Department |
| County: | Iredell |

Dear Mr. Rush:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of June 19, 2015, the above referenced proposal is exempt from certificate of need review in accordance with G.S 131E-184(a)(7). Therefore, you may proceed to replace the existing Oldelft Simulix-MC Simulator, serial number MD9012320, model number 010T, located in the Radiation Therapy Department of Iredell Memorial Hospital's main campus with a comparable simulator. This determination is based on your representations that the unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need.

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

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

Sincerely,

Gloria C. Hale
Project Analyst

Martha J. Frisone,
Assistant Chief, Certificate of Need

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

Iredell
HEALTH SYSTEM



June 19, 2015

Martha Frisone
Assistant Chief, Planning and Certificate of Need Section
Department of Facility Services
801 Ruggles Drive
2714 Mail Service Center
Raleigh, North Carolina 27699-2714

RE: Request for Exemption from CON Review for Replacement of Simulation Equipment, Iredell Memorial Hospital, Statesville, Iredell County, HSA III

Dear Ms. Frisone,

Please accept this letter as the required prior notification that Iredell Memorial Hospital intends to replace its 24-year old radiation therapy simulator equipment. The proposed replacement CT Simulation equipment meets the definition of Replacement Equipment in G.S. 131E-176(22a) and 10A NCAC 14C .0303:

- The replacement equipment, a CT Simulator, is comparable to the equipment being replaced, with the exception of technological improvements that increase its capabilities;
- The simulator is currently in use in the hospital, on the main campus.
- The current simulator was installed on March 28, 1991. At that time, simulator purchases were not under Certificate of Need limitation per se. The simulator was below the 1991 capital and operating cost thresholds in NCGS 131E-176(16) f, a copy of which is in Exhibit D.
- The new simulation equipment will be located on the main campus in the Radiation Therapy Department. The replacement simulator, a CT Simulator, will be located in the room occupied by the current simulator. During replacement, the hospital will take advantage of features on its TruBeam linear accelerator to provide uninterrupted simulator services. This reduces productivity of the linear accelerator, thus is not a permanent solution.
- Total capital cost of the replacement equipment will be approximately $650,000. The vendor quote in Exhibit A includes FOB Shipping, which we are negotiating to FOB Destination..
- Patient charges will not change as a result of this replacement and costs of operating the service will not increase by more than 10 percent. In fact, the new equipment will replace older technology that requires an x-ray film scanner, expensive chemicals and hard to find replacement parts. Its small bore requires the hospital to refer larger patients and those who need immobilization to Baptist Medical Center in Winston Salem for simulation. Operating costs should decrease
- The project will be financed with hospital reserves.

- The existing simulator is at the end of its useful life; hence, the hospital will not remarket it in North Carolina. At best, it will become replacement parts.

IMH Radiation Therapy and Engineering staff prepared the costs estimates for installation.

The new equipment will have upgraded capabilities that are not available on the current equipment. As you know, the hospital currently offers diagnostic CT services on other equipment. Because the new CT simulator equipment will have limited capacity for diagnostic CT, it may be infrequently used for that purpose, when appropriate.

These data demonstrate that the project meets the requirements for an Exemption under the requirements of GS 131E-184(a)7. We would appreciate your earliest possible confirmation, so that we can proceed with the purchase. Thank you for your time and consideration.

Sincerely,

Ed Rush
President and / or CEO

Exhibit A - Vendor Quotes Simulator
Exhibit B - Proposed Total Capital Cost of Project
Exhibit C - Existing/Replacement Equipment Comparison
Exhibit D-Excerpts from 1991 State Medical Facilities Plan, CON Statute
Exhibit E - 10A NCAC 14C .0303 Replacement Equipment

**EXHIBIT A**

# SIEMENS

**Siemens Medical Solutions USA, Inc.**
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

**SIEMENS REPRESENTATIVE**
Mathew Hayes - (336) 263-4273

Customer Number: 0000007077

Date: 5/4/2015

**IREDELL MEMORIAL HOSPITAL**
557 BROOKDALE DRIVE
STATESVILLE, NC 28677

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

**Table of Contents** **Page**



Proposal valid until 6/29/2015

Estimated Delivery Date: 9/30/2015

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 Quotation is specific to IREDELL MEMORIAL HOSPITAL, 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.

Accepted and Agreed to by:

| **Siemens Medical Solutions USA, Inc.** | | **IREDELL MEMORIAL HOSPITAL** | |
|---|---|---|---|
| By (sign): | _____ | By (sign): | _____ |
| Name: | Mathew Hayes | Name: | _____ |
| Title: | Account Executive | Title: | _____ |
| Date: | _____ | Date: | _____ |

**All pages of the signed proposal must be returned to Siemens to process the order - Thank you.**

# SIEMENS

**Siemens Medical Solutions USA, Inc.**
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

**SIEMENS REPRESENTATIVE**
Mathew Hayes - (336) 263-4273


| | |
|---|---|
| **Quote Nr:** | **1-BVL35O Rev. 0** |
| **Terms of Payment:** | 00% Down, 80% Delivery, 20% Installation<br>Free On Board: Destination |
| **Purchasing Agreement:** | PREMIER PURCHASING PARTNERS LP<br><br>PREMIER PURCHASING PARTNERS LP terms and conditions apply to Quote Nr 1-BVL35O |

## SOMATOM Definition AS - New Scalable Configuration

**All items listed below are included for this system:**

| Qty | Part No. | Item Description |
|---|---|---|
| 1 | 14444265 | **SOMATOM DefinitionAS (Open 64 RT)**<br>Start the RT challenge The SOMATOM Definition AS (AS Open RT, 64-slice configuration) is especially designed for the specific needs of radiation therapy planning for advanced treatment methods such. The large bore of 80cm and the accurate table alignment allow for high precise patient positioning in typical treatment positions. In the HD Field of View outside the scan Field of View, objects are visualized with an image quality suited for radiation therapy planning. Besides advanced routine CT examinations the SOMATOM Definition AS (AS Open RT, 64-slice configuration) offers a number of dedicated RTP functionalities making it the first high-end CT system to cover the needs of both diagnostic radiology and radiation therapy customers. The scanner comes with the future built in and can be upgraded to enhance your clinical practice including 4D motion management, CT perfusion, or interventional procedures. Using Siemensâ€(tm) z-Sharp technology the SOMATOM Definition AS can provide the fastest sub-millimeter volume coverage at industryâ€(tm)s highest spatial resolution, preparing you optimally for advanced treatment techniques. The high rotation time of 0.33 seconds delivers excellent temporal resolution. Additionally, its large bore of 80 cm and a table load capacity of up to 307 kg (optional) opens CT to all patients, meaning that virtually no patient is excluded and even clinically challenging cases like in the ED or bariatric patients can be imaged rapidly from head to toe without difficulty. |
| 1 | 14433615 | **RT Pro edition**<br>The RT Pro edition of SOMATOM Definition (AS Open x-slice configuration) has been specifically designed with the needs of Radiation Therapy Professionals in mind and expand further the capabilities of the scanner. New features such as MARIS (Metal Artifact Reduction in Image Space) and the HD FoV Pro improve visualization so that images are even better suited for treatment planning. Motion management capabilities have been extended - supporting prospective, retrospective scanning and the creation of AverageCT and temporal MIPs images for easy assessment of tumor motion. Finally, this edition supports the use of Dual Energy as the basis for promising new avenues in Radiation Therapy. |
| 1 | 14420773 | **FAST CARE Platform**<br>Siemens' unique FAST CARE platform is set to raise the standard of patient-centric productivity. Utilizing FAST - Fully Assisting Scanner Technologies -, typically time-consuming and complex procedures during the scan process are extremely simplified and automated, not only improving workflow efficiency, but optimizing the overall clinical outcome by creating reproducible results, making diagnosis more reliable and reducing patient burden through streamlined examinations. Siemens' desire for as little radiation exposure as possible lies at the heart of the CARE - Combined Applications to Reduce Exposure - research and development philosophy offering a unique portfolio of dose saving features, many of them being introduced as industry's first. |
| 1 | 14420771 | **CARE Child**<br>Dedicated pediatric CT imaging, including 70 kV scan modes and specific CARE Dose4D curves and protocols |
| 1 | 14433993 | **FAST Planning #AWP**<br>Direct, organ-based setting of scan and recon ranges for a faster and more standardized workflow |

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| Qty | Part No. | Item Description |
|---|---|---|
| 1 | 14433820 | **DoseMAP**<br>DoseMAP - Siemens CT Dose Management Program - creates transparency in dose values and makes it possible to assess the dose situation DoseMAP provides functionalities like CARE Analytics to report, document and analyze dose. It lets the user access dose values per case, per examination type, or per patient. DoseMAP may also help to protect our patients from over radiation - thanks to its alert function that warms the operator in case set dose thresholds are exceeded. Additionally, to protect the set dose levels, access to scan protocols can be restricted to prevent unauthorized changes to the scan parameters |
| 1 | 14420824 | **Standard IRS**<br>Reconstruction computer for the preprocessing and reconstruction of the CT raw data. The reconstruction computer contains a cluster of 2 high-performance GPU boards performing the preprocessing and reconstruction of the CT data. The raw data memory is 900 GByte. The peak recon performance is 40 frames/sec. |
| 1 | 14444243 | **iMAR #AWP**<br>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. |
| 1 | 14410057 | **SOMATOM Definition AS**<br>The SOMATOM Definition AS is a scalable 20 to 128 slice platform. The new Definition AS configuration can be field upgraded to the next generation of integrated detector technology with the Stellar detector. |
| 1 | 14433918 | **syngo MMWP RT Edition #MM**<br>A powerful 3D processing workplace designed to optimize the Virtual Simulation workflow for radiation therapy customers. Includes the syngo VSIM, syngo 3D basic, syngo Image Fusion and syngo Expert-I applications. |
| 1 | 14433919 | **RT 4D option #MM**<br>The RT 4D option enhances the virtual simulation capabilities of the syngo MMWP RT Edition with the syngo InSpace 4D application. |
| 1 | 14408245 | **Keyboard English #MM**<br>Keyboard in the above-mentioned language. |
| 1 | 14408032 | **Rear cover incl. gantry panels**<br>Rear Cover including gantry control panels with control functionality from the backside. |
| 1 | 14408094 | **Keyboard English**<br>Keyboard in the above-mentioned language. |
| 1 | 14408022 | **Cooling System Air**<br>SOMATOM Definition AS air cooling for the dissipation of heat generated in the gantry. |
| 1 | 14408031 | **Cable loom 25 m**<br>Cable loom used to connect the power distribution system (PDS) with the gantry. |
| 1 | 14420778 | **Multi Purpose Table**<br>Patient table to support up to 200cm scan range. Motor-driven table height adjustment from min. 48 cm to max. 92 cm, longitudinal movement of the tabletop 200 cm in increments of 0.5 mm, positioning accuracy +/- 0.25 mm from any direction. Horizontal scan range 200 cm. Table height can be controlled alternatively by means of foot switch (2 each on both sides of the patient table). In the case of emergency stop or power failure, the tabletop can also be moved manually in horizontal direction. Max. table load: 227 kg/500 lbs, Table feed speed: 2-200 mm/s, Distance between gantry front and table base 40 cm. Positioning aids: Positioning mattress, mattress protector, head-arm support (inclusive cushion), and non-tiltable head holders with positioning cushion set, patient restraining system for head fixation, restraining-strap set with body fixation strap that can be directly connected to the patient table top, headrest, table extension with positioning mattress, knee-leg support. |
| 1 | 14420779 | **RTP Excellence Package**<br>The RTP excellence kit contains a high accuracy installation and adjustment procedure utilizing additional installation tools and a special laser phantom including the required laser system (both part of the package that remains at the customer site) to optimize the accuracy of the system. The RTP excellence kit also contains two index bars. |

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| Qty | Part No. | Item Description |
|---|---|---|
| 1 | 14444261 | **Respiratory Gating & Triggering#AWP**<br>The Respiratory Gating and Triggering option is comprised of software components that allow for the capture and storage of a signal representing a patient's respiratory cycle during a spiral or sequence CT acquisition. With the Respiratory Gating feature, the respiratory data is synchronized with the CT acquisition data so that a user can freely select the point at which images are retrospectively reconstructed based on the corresponding respiration amplitude. With the Respiration Triggering feature, the user prospectively selects a point in the respiratory cycle at which sequence images will be acquired. |
| 1 | 14444256 | **ANZAI Interface**<br>Cable to connect to Anzai belt |
| 1 | CT_PM | **CT Project Management**<br>A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education. |
| 1 | CT_STD_RIG_INST | **CT Standard Rigging and Installation**<br>This quotation includes standard rigging and installation of your CT new system. Standard rigging into a room with reasonable access, as determined by Siemens Project Management, during standard working hours (Mon. - Fri./ 8 a.m. to 5 p.m.) It remains the responsibility of the Customer to prepare the room in accordance with the SIEMENS planning documents. Any special rigging requirements (Crane, stairs, etc.) and/or special site requirements (e.g. removal of existing systems, etc.) is an incremental cost and the responsibility of the Customer. All other "out of scope" charges (not covered by the standard rigging and installation) will be identified during the site assessment and remain the responsibility of the Customer. |
| 1 | CT_BUDG_ADDL_RIG | **Budgetary Add'l/Out of Scope Rigging $3,000** |
| 1 | CT_INITIAL_32 | **Initial onsite training 32 hrs**<br>Up to (32) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund. |
| 1 | CT_CTTHRPYCLM | **CT for the Therapy Prof., w/Travel**<br>Tuition for (1) imaging professional to attend Siemens class at Siemens Training Center or designated training facility. This course is designed to introduce the Radiation Therapist to CT (Computed Tomography) as it is used in the Oncology environment. Through the use of lectures, presentations, system- and simulator-based hands-on, participants will review diagnostic CT basics and physics, Siemens' proprietary imaging software syngo(r), scan acquisition and reconstruction parameters, and dose optimization techniques as they pertain to oncology. Additionally, learners will be introduced to Siemens' virtual simulation software VSim and will also gain valuable information regarding Respiratory-Gated imaging. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed by the later of (12) months from purchase or install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund. |
| 1 | CT_CROSS_TL | **CT Cross Trainer (Printed Self Study)**<br>CT Cross Trainer printed self study materials for (1) imaging professional. These materials will provide the user with basic CT knowledge by testing the participant periodically. Successful completion of the self study program will provide the participant with CE credits. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund. |
| 1 | CT_FOLLOWUP_12 | **Follow-up training 12 hrs**<br>Up to (12) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund. |

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51 Valley Stream Parkway, Malvern, PA 19355
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| Qty | Part No. | Item Description |
|---|---|---|
| 1 | CT_ADD_24 | **Additional onsite training 24 hours**<br>Up to (24) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund. |
| 1 | CT_RECON_192 | **AS-64 slice configuration z-Sharp Tech.**<br>The unique STRATON X-ray source utilizes an electron beam that is accurately and rapidly deflected, creating two precise focal spots alternating 4,608 times per second. This doubles the X-ray projections reaching each detector element. The two overlapping projections result in an oversampling in z-direction. The resulting measurements interleave half a detector slice width, doubling the scan information without a corresponding increase in dose. Siemens' proprietary UFC (Ultra Fast Ceramic) detectors and the corresponding 64-slice detector electronics enable a virtually simultaneous readout of two projections for each detector element - resulting in a full 64-slice acquisition. This sampling scheme is identical to that of a 64 x 0.3 mm allowing for reconstruction of 192 slices using 0.1 mm reconstruction interval increment. z-Sharp Technology, utilizing the STRATON X-ray sources and the UFC detectors, provides scan speed independent visualization of 0.33 mm isotropic voxels and a corresponding elimination of spiral artifacts in the daily clinical routine at any position within the scan field. |
| 1 | LAPDORNAVRDBR | **LAP Dorado/Red/CARINAnav/bridge**<br>Includes: Three movable solid state red crosshair lasers on computerized rails. CARINAnav Virtual Simulation Patient Laser Marking System compatible with all DORADO laser systems. Each laser rail contains two Class II 635nm red diode lasers. Six axes adjustment. Final adjustment without removing the cover. Positioning and travel accuracy < 0.3 mm. Each rail contains a microcomputer, an absolute encoder for dual feedback position verification. Auto calibration. On-rail function processing. Variable speed laser movement. Entire system is housed in a self-contained rigid extruded aluminum housing. Mounts to the floor and is completely independent of the walls and ceiling. Bridge Dimensions: 9'6" Wide x 8'6" Height - or custom size available Bi-directional data communication between control software and the laser rails. Wilke laser alignment installation and quality assurance phantom with calibrated level and leveling plate. The CARINAnav system is LAP's state of the art tablet wireless access control unit with a modern graphical touchscreen user interface. The CARINAnav software intuitively displays three point isocenters, skin markers, MLC points, and reference points in an easy to read tabular format. Data is imported via the LAP proprietary file format interface. Key Features: In CT Room Touchscreen Tablet PC LAP Proprietary File Format Interface Wireless BT Communication Medical Grade Touchscreen Tablet Computer 10" Touchscreen Interface Docking Charger Station w/ Wall Mount Bracket Operating System: Windows 8 One year warranty through LAP Installation by LAP must be included and is sold as a separate line item (LAPLI3). |
| 1 | LAPLI3 | **Installation, LAP Laser System** |
| 1 | CTSP4002 | **CT Slicker**<br>Thermoseal seams and flaps deflect fluids, reducing contaminant penetration into the cushion and table. Contaminants are retained on the tabletop or shunted to the floor. Cleanup is faster, more thorough, and contaminant build-up is reduced. Built using heavy, clear, micro matte vinyl, and top grade hook and loop fastening strips (Velcro) to better fit the specified table. Custom vinyl resists tears and minimizes radiologic interference. Latex free. Set includes CT Skirts. Includes warranty from RADSCAN Medical. |
| 1 | 4SPAS014 | **Low Contrast CT Phantom & Holder** |
| 1 | 4ASSP107 | **Respiratory Gating Hardware package**<br>The respiratory gating/triggering system is used for capturing and storing a signal representing the patient's respiratory cycle during a CT acquisition. With the respiratory gating function the respiratory data is synchronized with the spiral CT acquisition data so that the user can freely select the point at which images are retrospectively reconstructed based on the corresponding respiration amplitude. With the respiratory triggering feature, the user prospectively selects a point in the respiratory cycle at which sequence images will be acquired. The patient gets a breast belt with load cell sensor, which is connected to the evaluation console. The application is started with selection on the CT console. The respiratory gating and triggering hardware is comprised of: chest/abdominal belt (sizes S-XL), motion phantom, pressure transducer, sensor port, Wave Deck, respiratory phantom, laptop PC with connecting cables and a trolley cart for storage and transport of the respiratory gating/triggering system. |
| 1 | CT_UPS_DEF_AS | **Standard UPS for Definition AS**<br>The standard uninterruptible power system (UPS) is built into the electrical cabinet and supports the computers system. The UPS allows for a safe shutdown of the CT scanner in the event of power interruption. The user will be prompted and guided through the process of how to perform this safe shutdown. The UPS provides 5-7 minutes of power, which is enough time to perform shutdown. In the event that power interruption occurs during an acquisition the UPS allows for no data lose. The scan will not be finished, but all acquired data will be saved. |

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| Qty | Part No. | Item Description |
|---|---|---|
| 1 | CT_LUNGIMAGINGAS64 | **Lung Imaging**<br>This SOMATOM Definition scanner offers two specific scan protocols to provide Lung Imaging at 1.5 mGy CTDI or greater and for use with post-processing applications |
| 1 | ACCESS_PROTECT | **Access Protection**<br>Scan Protocols are password protected allowing only authorized staff members to access and permanently change protocols |
| 1 | ADAPT_DOSE_SHIELD | **Adaptive Dose Shield**<br>Adaptive Dose Shield for spiral acquisition to eliminate pre- and post-spiral over-radiation. |
| 1 | CARE_ANALYTICS | **CARE Analytics**<br>Stand-alone tool, for installation in any PC in the hospital network, allowing evaluation of DICOM dose Structured Reports (DICOM SR) |
| 1 | CARE_DASHBOARD | **CARE Dashboard**<br>Visualization of activated dose reduction features and technologies for each scan range of an examination to analyze and manage the dose to be applied in the scan |
| 1 | CARE_DOSE4D | **CARE Dose4D**<br>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**<br>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_KV | **CARE kV**<br>CARE kV: First automated, organ-sensitive voltage setting to improve image quality and contrast-to-noise-ratio while optimizing dose and potentially reducing it by up to 60%. |
| 1 | CARE_PROFILE | **CARE Profile**<br>CARE Profile: Visualization of the dose distribution along the topogram prior to the scan |
| 1 | DICOM_SR | **DICOM SR Dose Reports**<br>DICOM structured file allows for the extraction of dose values (CDTIvol, DLP) |
| 1 | DOSELOGS | **DoseLogs**<br>Whenever a limit exceeds of the set up reference dose levels (Dose Notification and Dose Alert) automatically a report is created on the system |
| 1 | DOSE_ALERT | **Dose Alert**<br>Dose Alert: As requested by the new release of the standard IEC 60601 3rd edition, the SOMATOM Definition automatically adds up CTDIvol and DLP 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**<br>Dose Notification: As requested by the new release of the standard IEC 60601 3rd edition, the SOMATOM Definition AS 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 | FAST_ADJUST | **FAST Adjust**<br>FAST Adjust: assists the user to handle system settings in a fast and easy way by automatically solving of conflicts within user defined limits by one single click on the FAST Adjust button. The limits for scan time and tube current per scan are defined via the Scan Protocol Assistant. FAST Adjust offers an undo functionality to return to previously set values. |
| 1 | FAST_SCAN_ASSIST | **FAST Scan Assistant**<br>FAST Scan Assistant: An intuitive user interface for solving conflicts by changing the scan time, resp. the pitch and/or the maximum tube current manually. |

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Fax: (866) 309-6967

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| Qty | Part No. | Item Description |
|---|---|---|
| 1 | NEMA_XR-29 | **NEMA_XR-29 Standard**<br>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**<br>Provides exceptional image quality at any pitch setting, enabling you to scan faster because you can scan at any pitch without degrading image quality |
| 1 | UFC_DETECTOR | **UFC Detector**<br>Ultra Fast Ceramics (UFC) technology is a unique type of scintillation technology material that quickly and efficiently transforms radiation from the X-ray tube into light signals. Its superb overall quantum efficiency and unique short afterglow enable time-critical X-ray detection at low doses and extremely fast data collection. |
| 1 | PSPD250480Y3K | **Surge Protective Device (SPD)** |
| 1 | 14444245 | **syngo DE Scan for Single Source#AWP**<br>The syngo Dual Energy Scan for Single Source option offers the possibility to acquire two spiral data sets in sequence at different energies. The results are two data sets with diverse information. |
| 1 | 14444246 | **FAST DE Results #AWP**<br>With FAST DE Results you can select Dual Energy applications at the AWP and the results will be sent directly to the PACS for a straight forward Dual Energy workflow. |
| 1 | 14420932 | **0.33mm High Resolution Open**<br>SOMATOM Definition AS provides z-Sharp Technology that enables sub-millimeter volume coverage with a routine isotropic resolution of 0.33 mm voxel size, at highest volume coverage and at any position within the scan field. |
| 1 | 14444254 | **Extended Lung Scan**<br>For slow breathers, extended lung scan allows a full 4D lung scan. |

**System Total: $508,000**

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

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

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

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# Siemens Medical Solutions USA, Inc. General Terms and Conditions

## 1. GENERAL

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

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

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

## 2. PRICES

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

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

## 3. TAXES

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

## 4. TERMS OF PAYMENT; DEFAULT

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

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

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

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

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

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

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

## 5. EXPORT TERMS

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

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

## 6. DELIVERY, RISK OF LOSS

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

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

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

### 7. SECURITY INTEREST/FILING

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

### 8. CHANGES, CANCELLATION, AND RETURN

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

### 9. FORCE MAJEURE

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

### 10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty.
10.2 No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty.
10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).
10.4 Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements. The parties expressly agree that any information derived from the remote access connection regarding the Purchaser and/or its utilization of the Products may be used by Seller provided that any patient information is de-identified and that Purchaser is not identified as the source of any such information.
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.

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**SIEMENS**
**Siemens Medical Solutions USA, Inc.**
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

**SIEMENS REPRESENTATIVE**
Mathew Hayes - (336) 263-4273

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

1. DEFINITIONS: The following definitions apply to this Schedule:
"**Agreement**" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"**Licensor**" shall mean Siemens Medical Solutions USA, Inc.
"**Licensee**" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"**Software**" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"**Documentation**" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"**Designated Unit**" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).
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Revised 03/15/05

**SIEMENS**
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**SIEMENS REPRESENTATIVE**
Mathew Hayes - (336) 263-4273

## TRADE-IN EQUIPMENT REQUIREMENTS

**THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE-IN. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS ON 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 Allowance 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 trade-in equipment is denied past 14 days post-turnover, then Purchaser shall pay to Seller a rental fee in the amount 10% 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 must be received by Seller 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. 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.

**SIEMENS**
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**SIEMENS REPRESENTATIVE**
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## CT Warranty Information

| **Product** (New Systems and "ECO" Refurbished Systems Only) | **Period of Warranty**[1] | **Coverage** | |
|---|---|---|---|
| CT System (not including consumables) | 12 months | Full Warranty (parts & labor, including ALL tubes) | |

| **Following parts will include warranty as listed below:** | | | |
|---|---|---|---|
| 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 130,000 scan-seconds or 12 months whichever occurs first | Prorated credit given to customer against replacement cost | credit percentage = (130,000 – scan-seconds used) / 130,000*100 |
| Dura Akron B tubes | Prorated to a maximum of 150,000 scan-seconds or 12 months whichever occurs first | Prorated credit given to customer against replacement cost | credit percentage = (150,000 – scan-seconds used) / 150,000*100 |
| Dura Akron Q tubes | Prorated to a maximum of 120,000 scan-seconds or 12 months whichever occurs first | Prorated credit given to customer against replacement cost | credit percentage = (120,000 – scan-seconds used) / 120,000*100 |
| Dura Akron 422 tubes | Prorated to a maximum of 150,000 scan-seconds or 12 months whichever occurs first | Prorated credit given to customer against replacement cost | credit percentage = (150,000 – scan-seconds used) / 150,000*100 |
| Dura Akron 688 tubes | Prorated to a maximum of 150,000 scan-seconds or 12 months whichever occurs first | Prorated credit given to customer against replacement cost | credit percentage = (150,000 – scan-seconds used) / 150,000*100 |
| Consumables | Not covered | | |

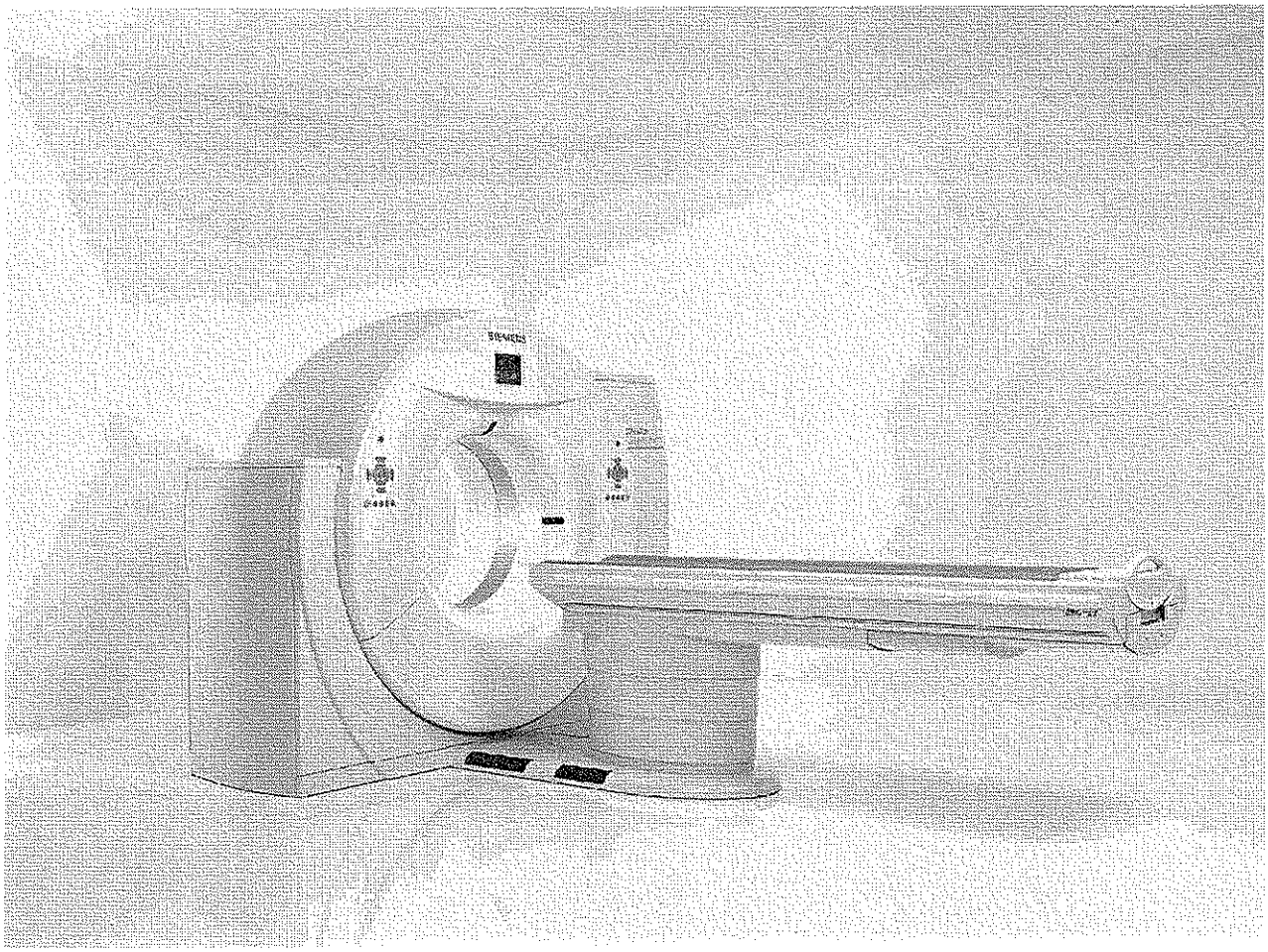
| **Post-Warranty (after expiration of system warranty) – Replacement parts only!** | | | |
|---|---|---|---|
| Items above | As described above, but parts only | As described above, but parts only | As described above, but parts only |
| Spare Parts | 6 months | Parts only | |

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

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

# SIEMENS

# SOMATOM DEFINITION AS
## TYPICAL ROOM PLAN



The intended use for this Cut Sheet is to communicate the spatial requirements as well as the basic architectural, electrical, structural, and mechanical requirements for this piece of imaging equipment. The information provided in this document is for reference only, during the pre-planning stage, and therefore does not contain any site specific detailed requirements. This information is subject to change without notice. Federal, state and/or local requirements may impact the final placement of the components. It is the customer's responsibility to ensure that the final layout and placement of the equipment complies with all applicable requirements.

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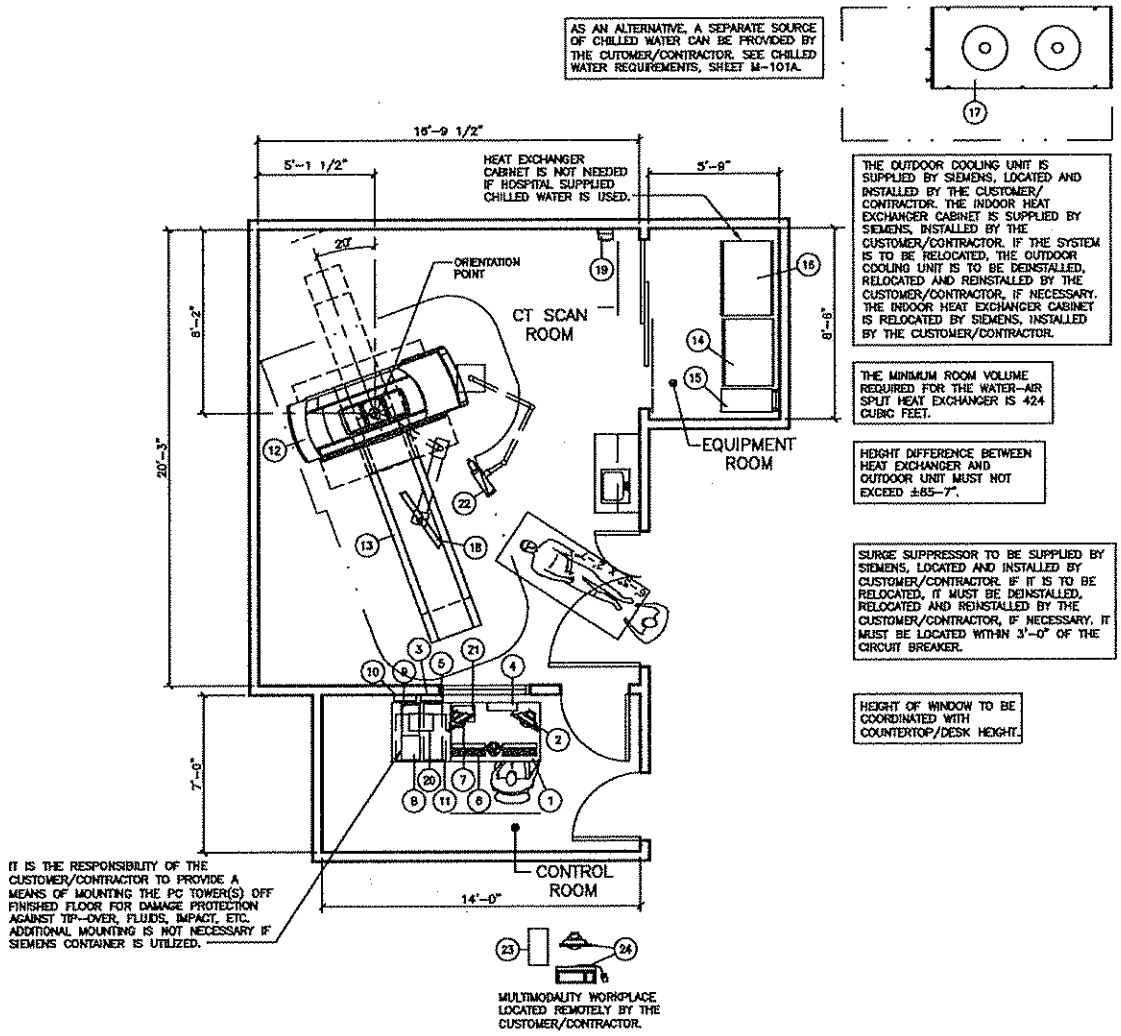
# SOMATOM DEFINITION AS

## TYPICAL ROOM PLAN




**TYPICAL PLAN** SCALE: 1/8" = 1'-0"

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# SOMATOM DEFINITION AS

## SPECIFICATIONS

### EQUIPMENT LEGEND

| NO | DESCRIPTION | SMS SYM | WEIGHT (LBS) | BTU/HR TO AIR | DIMENSIONS (INCHES) W | D | H | REMARKS |
|---|---|---|---|---|---|---|---|---|
| 1 | OPERATING CONSOLE W/KEYBOARD AND CONTROL BOX | | 132 | 43 | 47 1/4 | 31 1/2 | 29 1/4 | |
| 2 | 19" FLAT SCREEN MONITOR ICS | | 20 | 256 | 16 9/16 | 8 1/4 | 16 1/16 | ON CONSOLE/COUNTER |
| 3 | POWER CONNECTION TERMINAL – ICS | PM | --- | --- | 13 9/16 | 2 15/16 | 5 11/16 | WALL MOUNTED |
| 4 | DVI SPLITTER – ICS | VS | --- | --- | 15 3/4 | 3 15/16 | 11 13/16 | MOUNTED ON THE CONSOLE/CONTAINER |
| 5 | SYNGO ACQUISITION WORKPLACE | XS | <66 | 1,706 | 9 13/16 | 29 1/2 | 18 1/2 | OFF FLOOR/IN CONTAINER |
| 6 | IMAGE EVALUATION KEYBOARD (OPTION) | | – | --- | --- | --- | --- | ON CUSTOMER'S COUNTER |
| 7 | 19" FLAT SCREEN MONITOR FOR IES (OPTION) | | 20 | 256 | 16 9/16 | 8 1/4 | 16 1/16 | ON CONSOLE/COUNTER |
| 8 | SYNGO CT WORKPLACE (OPTION) | XS | <66 | 1,706 | 9 13/16 | 29 1/2 | 18 1/2 | OFF FLOOR/IN CONTAINER |
| 9 | UPS FOR IES (OPTION) | UPS | 36 | 171 | 9 3/16 | 16 7/16 | 5 13/16 | |
| 10 | POWER CONNECTION TERMINAL – IES (OPTION) | PM | --- | --- | --- | --- | --- | WALL MOUNTED |
| 11 | CONTAINER FOR ICS/IES (OPTION) | MS | 77 | --- | 31 1/2 | 31 1/2 | 29 1/4 | HOUSING FOR ICS/IES |
| 12 | SOMATOM DEFINITION AS GANTRY | B | 4,850 | 3,412* | 93 11/16 | 36 5/8 | 78 | *ADDITIONAL HEAT DISSIPATED TO WATER |
| 12 | SOMATOM DEFINITION AS GANTRY | B | 4,850 | 44,357* | 93 11/16 | 36 5/8 | 78 | * AIR COOLED GANTRY |
| 13 | PATIENT TABLE | | 1,103 | 1,024 | 28 | 95 11/16 | 33 7/16 | 2000mm TABLE |
| 14 | POWER DISTRIBUTION CABINET | PDC | 1,373 | 6,824 | 35 7/16 | 27 1/4 | 76 3/4 | UPS LOCATED INSIDE OF PDC |
| 15 | IMAGE RECONSTRUCTION SYSTEM | XS | 106 | 5,122 | 12 1/4 | 30 3/4 | 19 5/8 | |
| 16 | HEAT EXCHANGER CABINET – WATER/AIR SPLIT (OPTION) | S | 904 | 3,412 | 39 3/8 | 27 1/4 | 77 | |
| 17 | OUTDOOR UNIT – WATER/AIR SPLIT (OPTION) | S2 | 397 | 102,364 | 95 1/2 | 43 1/4 | 40 3/16 | |
| 18 | CARE VISION DUAL MONITOR (OPTION) | F1 | 157 | 512 | --- | --- | --- | CEILING MOUNTED |
| 19 | EATON SURGE PROTECTIVE DEVICE PANEL (OPTION) | SPD | 13.5 | --- | 7 1/2 | 6 11/16 | 12 | WALL MOUNTED |
| 20 | MEDRAD DISPLAY CONTROL UNIT (OPTION) | MT | 8 | --- | 12 1/2 | 9 | 13 1/2 | HEIGHT WITH SCREEN UP |
| 21 | MEDRAD BASE UNIT (OPTION) | MZ | 14 | --- | 11 | 8 3/4 | 11 1/2 | UNDER COUNTER ON SHELF |
| 22 | CEILING MOUNTED MEDRAD INJECTOR (OPTION) | MD | 106 | --- | --- | --- | --- | SEE MFG SPECIFICATIONS |
| 23 | MULTIMODALITY WORKPLACE COMPUTER (OPTION) | MW | 55 | --- | 19 3/4 | 10 | 23 5/8 | ON CUSTOMER'S COUNTER |
| 24 | MULTIMODALITY WORKPLACE KEYBOARD AND MONITOR (OPTION) | | – | --- | --- | --- | --- | ON CUSTOMER'S COUNTER |
| | | | | | | | | |

### FINISHED ROOM HEIGHT

| | |
|---|---|
| FOR CT GANTRY ONLY | MINIMUM 7'–6 9/16" |
| CAREVISION MONITOR/CEILING MOUNT | MIN. 8'–7 1/2" MAX. 11'–2 5/8" |

### FOR MORE INFORMATION

FOR MORE DETAILED PLANNING REQUIREMENTS FOR THIS SYSTEM, SEE THE TYPICAL FINAL DRAWING SET NUMBER: 08006

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# SOMATOM DEFINITION AS
## SPECIFICATIONS

## POWER REQUIREMENTS

| SYSTEM | LINE VOLTAGE (VOLTS) | POWER CONSUMPTION (kVA) | INCOMING LINE IMPEDANCE (mΩ) | AUTOMATIC CIRCUIT BREAKERS (AMPS) | MAIN CIRCUIT BREAKER (AMPS) |
|---|---|---|---|---|---|
| SOMATOM DEFINITION AS | 3ø 480±10% | SEE BELOW | ≤ 125 | 125 | 125 |

POWER FACTOR 0.85 OR HIGHER REQUIRED.

POWER CONSUMPTION (WITH STANDARD WATER/WATER HEAT EXCHANGER OR AIR COOLED SYSTEM)
OPERATING FOR 3 SEC – 140 kVA
OPERATING FOR 100 SEC – 43 kVA
SYSTEM ON (STAND–BY) – 4 kVA
SYSTEM ON (COMP ON) – 2.5 kVA
GANTRY OFF (EVA ON) – 1.7 kVA

POWER CONSUMPTION (WITH OPTIONAL WATER/AIR SPLIT COOLING SYSTEM)
OPERATING FOR 3 SEC – 159 kVA
OPERATING FOR 100 SEC – 62 kVA
SYSTEM ON (STAND–BY) – 23 kVA
SYSTEM ON (COMP ON) – 2.5 kVA
GANTRY OFF (EVA ON) – 1.7 kVA

IF AN ON–SITE PRE–TRANSFORMER IS REQUIRED, IT MUST BE A MIN. OF 160 kVA.

ALL STANDARD COMPONENTS AND ADD–ONS ARE SUPPLIED VIA THE POWER DISTRIBUTION SYSTEM.

DO NOT CONNECT NON–SIEMENS COMPONENTS SUCH AS LASER CAMERAS OR FILM PROCESSORS TO THE SIEMENS POWER DISTRIBUTION SYSTEM (PDS).

THE EXAMINATION ROOM SHOULD BE EQUIPPED WITH AT LEAST ONE EMERGENCY POWER OFF (PANIC) BUTTON.

TO ENSURE SATISFACTORY SYSTEM OPERATION THE PDS MUST HAVE A DEDICATED PROTECTIVE GROUND CONDUCTOR.

## CASEWORK & ACCESSORY NOTES

1) ALL CASEWORK IS EITHER EXISTING OR IS TO BE DESIGNED, DETAILED, FURNISHED AND INSTALLED BY THE CUSTOMER AND/OR CONTRACTOR. FOLLOW DESIGN RECOMMENDATIONS INCLUDED HEREWITH, AS THEY ARE ESSENTIAL FOR THE SUCCESSFUL INSTALLATION & OPERATION OF THE SIEMENS EQUIPMENT.

2) ALL FURNITURE (CHAIRS, ETC.) FOR THE CONTROL ROOM ARE TO BE PROVIDED BY THE CUSTOMER.

HOSPITAL WATER

## CHILLED WATER

THE GANTRY IS COOLED WITH CHILLED WATER IN A CLOSED LOOP CONNECTION FROM THE ON–SITE CHILLED WATER SUPPLY. AN ON–SITE CONNECTION TO THE CHILLED WATER SUPPLY MUST BE AVAILABLE TO SUPPLY THE HEAT EXCHANGER LOCATED INSIDE THE GANTRY. THE REQUIRED WATER TEMPERATURE IS 39.2 TO 53.6°F. THE NOMINAL OPERATING PRESSURE IS 29 TO 87 PSI, (MAX. 145 PSI). THE MINIMUM FLOW RATE DEPENDS ON THE WATER TEMPERATURE. DIFFERENTIAL PRESSURE AS RELATES TO WATER CIRCULATION. HEAT DISSIPATION INTO THE WATER IS 40,946 BTU/HR.

WATER/AIR SPLIT

## GANTRY COOLING

THE GANTRY IS COOLED WITH CHILLED WATER IN A CLOSED LOOP CONNECTION FROM THE HEAT EXCHANGER. THE HEAT EXCHANGER CABINET IS COOLED WITH CHILLED WATER IN A CLOSED LOOP CONNECTION FROM AN OUTDOOR COOLING UNIT. THE AMBIENT AIR TEMPERATURE RANGE REQUIRED FOR THE OUTDOOR COOLING UNIT IS –22° TO 122° (–40° TO 122° WITH FLOW HEATER OPTION). BTU/HR TO AIR (EXHAUST) IS 102,364.

AIR COOLED

## AIR–COOLED GANTRY

THE AIR–COOLED GANTRY HAS INTEGRATED COOLING FANS FOR AIR INTAKE AND AIR EXHAUST. ROOM AIR IS USED AS COOLING AIR. THE REQUIRED AIR INTAKE TEMPERATURE IS 64.4 TO 82.4°F. THE REQUIRED AIR FLOW RATE THROUGH THE GANTRY IS 81,224 CUBIC FEET/HOUR. HEAT DISSIPATION INTO THE AIR IS 44,357 BTU/HR. THE RATING CAPACITY OF THE ROOM AIR CONDITIONER HAS TO TAKE INTO ACCOUNT THE STRUCTURAL CONDITIONS (EX. WINDOWS, BUILDING & ROOM THERMAL INSULATION, ROOM SIZE, ROOM VOLUME, ETC.) OF THE SCAN ROOM TO ENSURE THAT THE TEMPERATURE RANGE OF AIR NEEDED FOR THE SYSTEM IS MAINTAINED.

**SIEMENS**

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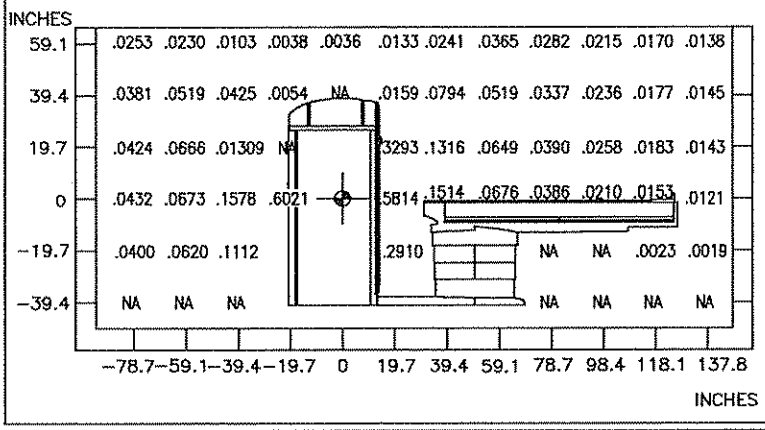
NOT FOR CONSTRUCTION.

# SOMATOM DEFINITION AS

## SPECIFICATIONS

## RADIATION SCATTER




SOMATOM DEFINITION AS

VERTICAL LOCAL DOSE DISTRIBUTION
MEASUREMENT IN uGy/mAs SCALE 1/4"=1'-0"

SCANNING WAS PERFORMED USING A MAXIMUM SLICE THICKNESS OF 64 x 0.6 mm (38.4 mm) AT 140 kV THROUGH THE SYSTEM AXIS IN THE VERTICAL PLANE. PHANTOM USED: CYLINDRICAL PMMA PHANTOM, 32 cm IN DIAMETER, 16 CM LONG. THE PHANTOM WAS CENTERED IN THE TOMOGRAPHIC PLANE.

## DELIVERY

### TRANSPORTING INFORMATION:

TOTAL GANTRY TRANSPORT WEIGHT: 5,267 LBS.

GANTRY WITHOUT TRANSPORT DEVICE: 4,850 LBS.
TRANSPORT DEVICE: 417 LBS.

GANTRY TRANSPORTING WIDTH: 4'-8 5/8" MAXIMUM.
3'-0 5/8" MINIMUM.

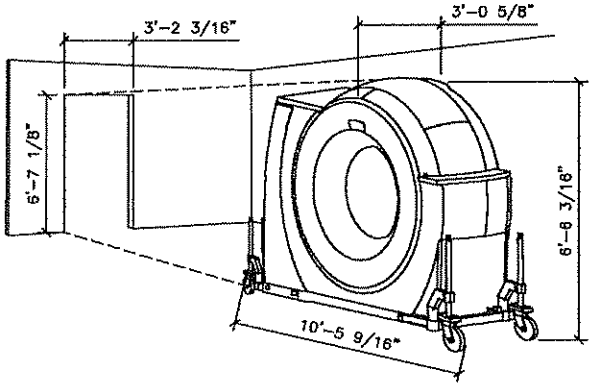
GANTRY TRANSPORTING LENGTH: 10'-5 9/16" MAXIMUM.
8'-5 9/16" MINIMUM.

### NORMAL TRANSPORT REQUIREMENTS:

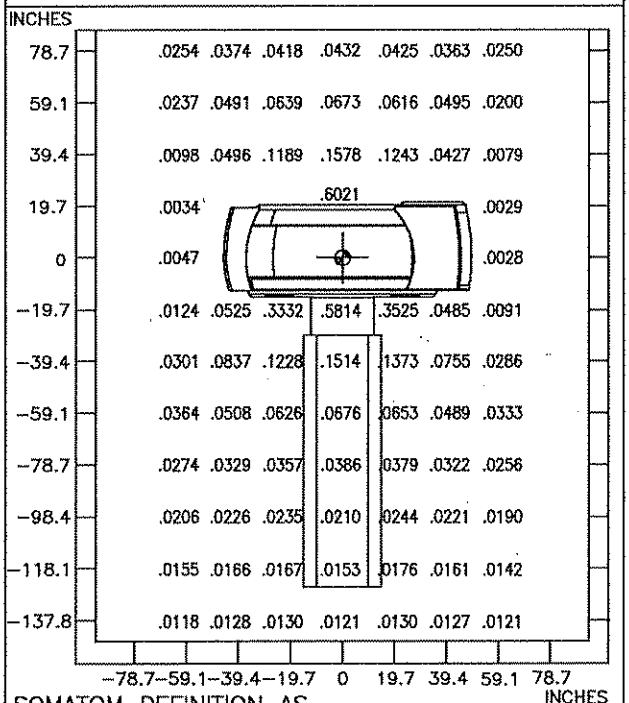
DURING THE MOVEMENT OF THE GANTRY THROUGH CORRIDORS THE TRANSPORT CASTERS ARE SWIVELED OUT FOR STABILITY. SEE MAXIMUM WIDTH AND MINIMUM LENGTH ABOVE FOR TRANSPORT CASTERS SWIVELED OUT.

### NARROW SPACE TRANSPORT REQUIREMENTS:

WHEN TRANSPORTING THE GANTRY THROUGH A NARROW SPACE OR DOORWAY THE TRANSPORT CASTERS ARE SWIVELED IN AS SHOWN IN THIS SKETCH.




## RADIATION SCATTER




SOMATOM DEFINITION AS

HORIZONTAL LOCAL DOSE DISTRIBUTION
MEASUREMENT IN uGy/mAs SCALE 1/4"=1'-0"

SCANNING WAS PERFORMED USING A MAXIMUM SLICE THICKNESS OF 64 x 0.6 mm (38.4 mm) AT 140 kV THROUGH THE SYSTEM AXIS IN THE HORIZONTAL PLANE. PHANTOM USED: CYLINDRICAL PMMA PHANTOM, 32 cm IN DIAMETER, 16 CM LONG. THE PHANTOM WAS CENTERED IN THE TOMOGRAPHIC PLANE.

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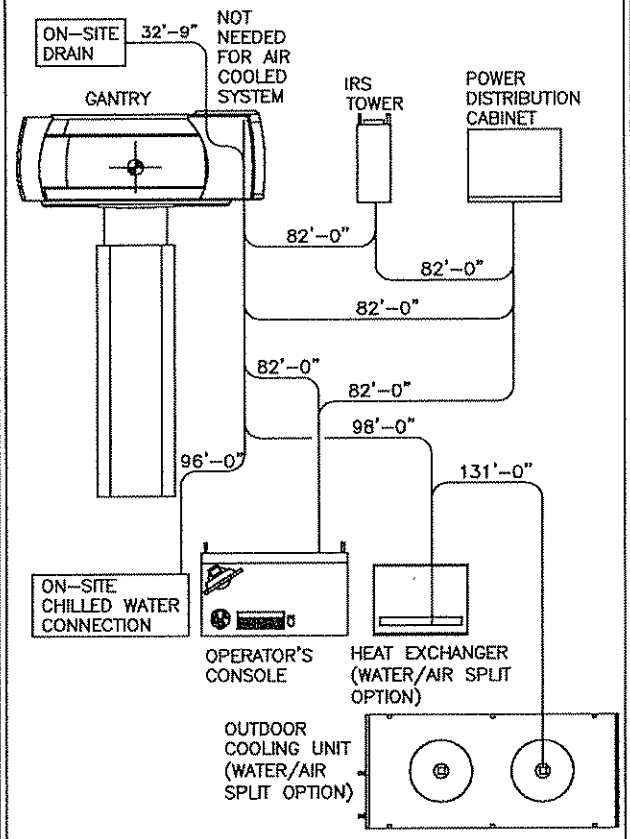
# SOMATOM DEFINITION AS
## SPECIFICATIONS

## MAXIMUM DISTANCES

THE MAXIMUM DISTANCE BETWEEN COMPONENTS IS CALCULATED AS THE DISTANCE FROM CABLE OUTLET TO CABLE OUTLET. VARIOUS ARRANGEMENTS OF COMPONENTS ARE POSSIBLE AS LONG AS THE DISTANCES SHOWN BELOW ARE NOT EXCEEDED AND THE REQUIRED MINIMUM SAFETY DISTANCES ARE MAINTAINED.




TO AVOID INTERFERENCE, THE FOLLOWING MINIMUM DISTANCES HAVE TO BE MAINTAINED:

PDC <---> CRT MONITOR: MINIMUM 3'–3"
GANTRY <---> ECG–WORKSTATION: MINIMUM 16'–5" (1)
GANTRY <---> EEG–WORKSTATION: MINIMUM 19'–8" (1)

1) MINIMUM DISTANCE BETWEEN THE LINE VOLTAGE CABLES = 19'–8"

## REMOTE SYSTEM DIAGNOSTICS

SIEMENS REMOTE SERVICES (SRS) REQUIRES A CONNECTION BETWEEN THE SRS REMOTE SERVER AND SIEMENS SYSTEMS VIA REMOTE LOCAL AREA NETWORK ACCESS, TO ENSURE THE UPTIME OF YOUR SYSTEM.

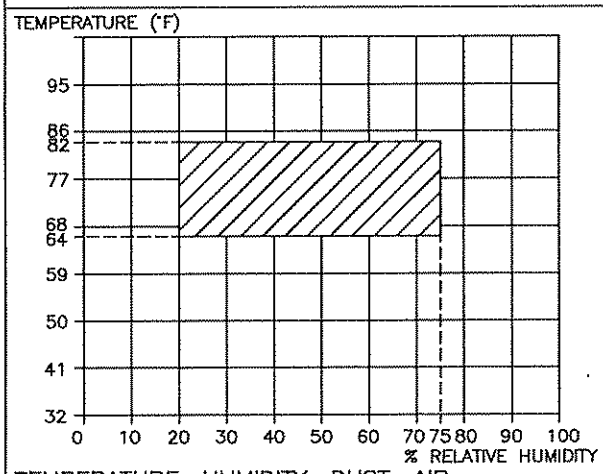
THIS SERVICE REQUIRES ONE OF THE FOLLOWING CONNECTION METHODS:
1. (PREFERRED) VPN – WHERE THE CUSTOMER HAS AVAILABLE A VPN CAPABLE FIREWALL OR OTHER VPN APPLIANCE.
2. (OPTIONAL) *SRS ROUTER* – CONNECTED TO ANALOG PHONE LINE VIA *ANALOG MODEM*, ETHERNET CONNECTION TO CUSTOMER'S LAN, AND A POWER OUTLET. NOTE: = *SUPPLIED BY SIEMENS*

## NOISE LEVEL

| SYSTEM COMPONENT | DECIBEL LEVEL (AT 3'–3" DISTANCE) |
|---|---|
| GANTRY | <70 |
| PATIENT TABLE | <60 |
| PDC CABINET | ≤55 |
| IRSmx2C TOWER (40/64 SLICE CONFIG.) | 50 TO 55 (1) |
| IRSmx2b TOWER (128 SLICE CONFIG.) | <55 |
| HEAT EXCHANGER – WATER/AIR SPLIT | <60 |

1) NOISE DEPENDS ON THE ROOM TEMPERATURE AND THE PROCESSOR LOAD.

## ENVIRONMENTAL REQUIREMENTS




TEMPERATURE, HUMIDITY, DUST, AIR CONTAMINATION:

REFER TO THE CLIMATOGRAM ABOVE FOR THE PERMITTED CLIMATE RANGE.

THE MAXIMUM TEMPERATURE GRADIENT IS 6 K/HR.

THE ENVIRONMENTAL REQUIREMENTS FOR THE OPERATOR AND THE SYSTEM IS 64 TO 82 °F WITH A RELATIVE HUMIDITY OF 20–75% AND A BAROMETRIC PRESSURE OF 10.2 TO 15.4 PSI.

EXTERIOR AIR VENTS SHOULD BE EQUIPPED WITH A FILTRATION SYSTEM OF THE FILTER CLASS MERV 8 TO FILTER DUST PARTICLES >10 um.

THE ROOM AIR SHOULD BE PROTECTED AGAINST CONTAMINATION BY HYDROGEN SULPHIDE, EVEN IN SMALL AMOUNTS. IF A DANGER OF SUCH CONTAMINATION EXISTS, CORRECTIVE ACTIONS HAVE TO BE TAKEN. E.G., EXTRACTOR FANS, SIPHON, MODIFICATION OF VENTILATION INTAKE, ETC..

**EXHIBIT B**

## PROPOSED CAPITAL COSTS

Project name: Simulator Replacement

Proponent: Iredell Memorial Hospital

| | |
|---|---|
| **A. Site Costs** | |
| (1) Full purchase price of land<br>_____ Acres at $_____ per acre | |
| (2) Closing costs | |
| (3) Site inspection and survey | |
| (4) Legal fees/subsoil investigation | |
| (5) Site preparation costs<br>Soil borings<br>Clearing-earthwork<br>Fine grade for slab<br>Roads-paving-sidewalks<br>Water and sewer<br>Footings<br>Termite treatment<br>Other (Old Simulator removal)<br>Sub-total site preparation costs | $4,000 |
| (6) Other (Installation) | |
| (7) Sub-Total Site Costs | $4,000 |
| **B. Construction Contract**<br>(8) Cost of materials<br>General requirements<br>Concrete/masonry<br>Woods/doors/windows finishes<br>Thermal & moisture protection<br>Equipment and specialty items<br>Mechanical/electrical/plumbing<br>Other: (Specify)<br>Sub-total materials and labor | $125.846 |
| | |
| (10) Other (Escalation and cost 33%) | |
| Sub-Total Construction Contract | $125.846 |

| | |
|---|---|
| **C. Miscellaneous Project Costs**<br>(11) Building purchase | |
| (12) Fixed equipment purchase/lease | $508,000 |
| (13) Movable equipment purchase/lease | |
| (14) Furniture – work console | $6,654 |
| (15) Landscaping | |
| (13) Consultant fees:<br>Architect and engineering shielding design<br>Certificate of need prep<br>Legal fees<br>Market analysis<br>Other (Physics Commissioning)<br>Sub-Total Consultant Fees | <br>$1,500<br>$1.500<br><br><br>$2.500<br>$5,500 |
| (14) Financing costs (e.g. bond, loan, etc.) | 0 |
| (15) Interest during construction | 0 |
| (16) Other (Contingency) | 0 |
| (17) Sub-Total Miscellaneous | $508,000 |
| **(18) TOTAL CAPITAL COST OF PROJECT** | $650,000 |

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

Ed Rush
President and CEO

6-24-15
Date

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

| | EXISTING EQUIPMENT | REPLACEMENT EQUIPMENT |
|---|---|---|
| Type of Equipment (List Each Component) | Simulator | CT Simulator |
| Manufacturer of Equipment | Oldelft Simulix-MC | Siemens |
| Tesla Rating for MRIs | NA | NA |
| Model Number | 010T | |
| Serial Number | MD9012320 | TBD |
| Provider's Method of Identifying Equipment | Simulator | Simulator |
| Specify if Mobile or Fixed | fixed | fixed |
| Mobile Trailer Serial Number/VIN# | NA | NA |
| Mobile Tractor Serial Number/VIN# | NA | NA |
| Date of Acquisition of Each Component | March 28, 1991 | July 2015 |
| Does Provider Hold Title to Equipment or Have a Capital Lease? | Title | Title |
| Specify if Equipment Was/Is New or Used When Acquired | New | New |
| Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>Exhibit B | NA | $650,000 |
| Total Cost of Equipment when purchased | $432,730 | $508,000 |
| Fair Market Value of Equipment | NA | $508,000 |
| Net Purchase Price of Equipment | $432,730 | $508,000 |
| Locations Where Operated | IMH Radiation Oncology Dept | IMH Radiation Oncology Dept |
| Number Days in Use/To be Used in N.C. Per Year | 365 | 365 |
| Percent of Change in Patient Charges (by Procedure) | | No change |
| Percent of Change in Per Procedure Operating Expenses (by Procedure) | | Less than 10 percent |
| Type of Procedures Currently Performed on Existing Equipment | Linear accelerator simulation | |
| Type of Procedures New Equipment is Capable of Performing | | Linear accelerator simulation and limited diagnostic CT |

# 1991 STATE MEDICAL FACILITIES PLAN

Effective January 1, 1991

Prepared by
State Health Planning
Division of Facility Services
NC Department of Human Resources

Under the direction of the
North Carolina Health Coordinating Council

For information or copies, contact
State Health Planning
Division of Facility Services
701 Barbour Drive
Raleigh, North Carolina 27603
(919) 733-4130

mental retardation, autism, cerebral palsy, epilepsy or related conditions.

(14b) "Intermediate nursing care" means the provision of health-related care and services on a regular basis to individuals who do not require the degree of care and treatment that hospitals or skilled nursing care provide, but who because of their mental or physical condition require health-related care and services above the level of room and board.

(14c) "Long term care facility" means a health service facility whose bed complement of health service facility beds is composed principally of skilled nursing beds or intermediate nursing care beds, or both.

(15) Repealed by Session Laws 1987, c. 511, s. 1, effective July 1, 1987.

(16) "New institutional health services" means:

a. The construction, development, or other establishment of a new health service facility;

b. The obligation by any person of any capital expenditure on behalf of or for a health service facility as defined in subsection (9b) of this section exceeding two million dollars ($2,000,000), other than one to acquire an existing health service facility or to replace such a facility destroyed or irreparably damaged by accident or natural disaster. The cost of any studies, surveys, designs, plans, working drawings, specifications, and other activities, including staff effort and consulting and other services, essential to the acquisition, improvement, expansion, or replacement of any plant or equipment with respect to which an expenditure is made shall be included in determining if the expenditure exceeds two million dollars ($2,000,000);

c. Any change in bed capacity as defined in G.S. 131E-176(5);

d. The offering of dialysis services or home health services by or on behalf of a health service facility if those services were not offered within the previous 12 months by or on behalf of the facility;

e. A change in a project that was subject to certificate of need review and for which a certificate of need was issued, if the change is proposed during the development of the project or within one year after the project was completed. For purposes of this subdivision, a change in a project is a change of more than fifteen percent (15%) of the approved capital expenditure amount or the addition of a health service that is to be located in the facility, or portion thereof, that was constructed or developed in the project;

f. The offering of a health service by or on behalf of a health service facililty if the service was not offered by or on behalf of the health service facility in the previous 12 months and if the annual operating costs of the service equal or exceed one million dollars ($1,000,000), or the expansion of an existing health service when an annual operating cost of one million

dollars ($1,000,000) is directly associated with the offering of the expanded portion of the service;

g. to k. Repealed by Session Laws 1987, c. 511, s. 1, effective July 1, 1987.

*l.* The purchase, lease, or acquisition of any health service facility, or portion thereof, or a controlling interest in the health service facility or portion thereof, if the health service facility was developed under a certificate of need issued pursuant to G.S. 131E-180;

m. Any conversion of nonhealth service facility beds to health service facility beds;

n. The construction, development, or other establishment of a hospice if the operating budget thereof is in excess of one hundred thousand dollars ($100,000).

(17) "North Carolina State Health Coordinating Council" means the Council that prepares, with the Department of Human Resources, the State Medical Facilities Plan, a component of the State Health Plan.

(18) To "offer," when used in connection with health services, means that the health service facility or health maintenance organization holds itself out as capable of providing, or as having the means for the provision of, specified health services.

(19) "Person" means an individual, a trust or estate, a partnership, a corporation, including associations, joint stock companies, and insurance companies; the State, or a political subdivision or agency or instrumentality of the State.

(20) "Project" or "capital expenditure project" means a proposal to undertake a capital expenditure that results in the offering of a new institutional health service as defined by this Article. A project, or capital expenditure project, or proposed project may refer to the project from its earliest planning stages up through the point at which the specified new institutional health service may be offered. In the case of facility construction, the point at which the new institutional health service may be offered must take place after the facility is capable of being fully licensed and operated for its intended use, and at that time it shall be considered a health service facility.

(21) "Psychiatric facility" means a public or private facility licensed pursuant to Article 2 of Chapter 122C of the General Statutes and which is primarily engaged in providing to inpatients, by or under the supervision of a physician, psychiatric services for the diagnosis and treatment of mentally ill persons.

(22) "Rehabilitation facility" means a public or private inpatient facility which is operated for the primary purpose of assisting in the rehabilitation of disabled persons through an integrated program of medical and other services which are provided under competent, professional supervision.

(23) "Skilled nursing care" means the provision of that degree of care to inpatients who require medical or nursing care, or rehabilitation services for the rehabilitation of injured, disabled, or sick persons.

(24) "State Health Plan" means the plan prepared by the Department of Human Resources and the North Carolina

**EXHIBIT E**

**10A NCAC 14C .0303 REPLACEMENT EQUIPMENT**

(a) The purpose of this Rule is to define the terms used in the definition of "replacement equipment" set forth in G.S. 131E-176(22a).

(b) "Activities essential to acquiring and making operational the replacement equipment" means those activities which are indispensable and requisite, absent which the replacement equipment could not be acquired or made operational.

(c) "Comparable medical equipment" means equipment which is functionally similar and which is used for the same diagnostic or treatment purposes.

(d) Replacement equipment is comparable to the equipment being replaced if:

(1) it has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and

(2) it is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service; and

(3) the acquisition of the equipment does not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

(e) Replacement equipment is not comparable to the equipment being replaced if:

(1) the replacement equipment is new or reconditioned, the existing equipment was purchased second-hand, and the replacement equipment is purchased less than three years after the acquisition of the existing equipment; or

(2) the replacement equipment is new, the existing equipment was reconditioned when purchased, and the replacement equipment is purchased less than three years after the acquisition of the existing equipment; or

(3) the replacement equipment is capable of performing procedures that could result in the provision of a new health service or type of procedure that has not been provided with the existing equipment; or

(4) the replacement equipment is purchased and the existing equipment is leased, unless the lease is a capital lease; or

(5) the replacement equipment is a dedicated PET scanner and the existing equipment is:

(A) a gamma camera with coincidence capability; or

(B) nuclear medicine equipment that was designed, built, or modified to detect only the single photon emitted from nuclear events other than positron annihilation.

*History Note:* *Authority G.S. 131E-177(1);*
*Temporary Adoption Eff. September 1, 1993 for a period of 180 days or until the permanent rule becomes effective, whichever is sooner;*
*Eff. January 4, 1994;*
*Amended Eff. April 1, 1999; November 1, 1996;*
*Temporary Amendment Eff. June 3, 2002;*
*Amended Eff. April 1, 2003.*