NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES

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

VIA EMAIL ONLY

October 13, 2020

Robbie Roberts, Manager, Market Planning
rroberts@wakemed.org

Exempt from Review – Replacement Equipment

Record #:	**3377**
Facility Name:	Wake PET Services, LLC
FID #:	041022
Business Name:	Wake PET, LLC
Business #:	3173
Project Description:	Replace an existing fixed PET/CT scanner with a new fixed PET/CT scanner
County:	Wake

Dear Mr. Roberts:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of October 6, 2020, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the Siemens Biograph Vision 450 PET/CT scanner to replace the existing Siemens Biograph 1048 PET/CT scanner (Serial # 10097289). This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

Moreover, you need to contact the Agency's Radiation Protection Section 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,

Michael J. McKillip
Project Analyst

Martha J. Frisone
Chief

cc: Radiation Protection Section, DHSR

WakeMed
WakeMed Health & Hospitals
3000 New Bern Avenue
Raleigh, North Carolina 27610
919-350-8000

October 6, 2020

Via electronic mail to martha.waller@dhhs.nc.gov

Martha Frisone, Chief
DHHS, Division of Health Service Regulation
Healthcare Planning and Certificate of Need Section
809 Ruggles Drive
Raleigh, NC 27603

RE: Request for Exemption from Review/Replace One Unit of Fixed PET/CT Scanner

Dear Ms. Frisone:

This letter is to inform you of Wake PET LLC's ("Wake PET's") intent to replace its existing, fixed PET/CT scanner. As detailed in Attachment 1, the January 30, 2020 correspondence from your Agency, Wake PET, a wholly-owned subsidiary of WakeMed, will be relocating its PET/CT scanner from 300 Ashville Avenue, Cary to the newly constructed medical office building at 210 Ashville Avenue, Cary, as a result of the agreement between Wake Radiology Services, LLC and UNC Rex Hospital to relocate an existing PET/CT scanner to the 300 Ashville Avenue, Cary location.

The fixed PET/CT scanner proposed for replacement was originally acquired in 2005 through a certificate of need application (Project No. J-7103-04). *See* Attachment 2. Given the age and limitations of the existing unit, Wake PET determined that replacing the existing unit during the relocation process would be the most cost-effective option and would allow for a more seamless transition for patients and providers. Wake PET plans to purchase a Siemens Biograph Vision 450, providing patients with the newest technology which will allow for improved patient throughput, enhanced image quality, lower maintenance costs, and less equipment downtime. The equipment to be replaced, a Biograph 6 TruePoint, will be removed from the service area by the vendor.

The estimated total cost of this project is $1,992,048, including $1,793,278 for the replacement PET/CT scanner and costs associated with installation, as well as removal of the existing unit. Wake PET has attached the following supporting documents to this request: the equipment quote from the vendor (Attachment 3); Certified Cost Estimate (Attachment 4); and Equipment Comparison Chart (Attachment 5).

This project is exempt from certificate of need review under N.C.G.S. §131E-184 (a)(7), which states:

> *(a) Except as provided in subsection (b) of this section, the Department shall exempt from certificate of need review a new institutional health service if it receives prior written notice from the entity proposing the new institutional health service, which*

WakeMed
WakeMed Health & Hospitals
3000 New Bern Avenue
Raleigh, North Carolina 27610
919-350-8000

notice includes an explanation of why the new institutional health service is required, for any of the following:

(7) To provide replacement equipment.

Wake PET believes this project meets the applicable criteria set forth in N.C.G.S. §131E-184 (a)(7). The proposed project meets the definition of "replacement equipment" as outlined in N.C.G.S. § 131E-176(22a) in that the associated costs do not exceed two million dollars and the project "serves the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced." Therefore, Wake PET requests confirmation from the CON Section that it may proceed with this project without a CON.

Thank you for your attention to this matter. If you have questions or require additional information, please contact me at 919-350-8023 or at rroberts@wakemed.org.

Sincerely,

Robbie Roberts
Manager, Market Planning

Attachments

Attachment 1

NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

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

January 30, 2020

Allyson Jones Labban, Associate General Counsel
WakeMed Health & Hospitals
300 New Bern Avenue
Raleigh NC 27610

No Review

Record #:	**3193**
Facility Name:	Wake PET, LLC
FID #:	041002
Business Name:	Wake PET, LLC
Business #:	3173
Project Description:	Relocate an existing PET scanner from 300 Ashville Avenue to 210 Ashville Avenue in Cary
County:	Wake

Dear Ms. Labban:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your correspondence regarding the above referenced proposal. Based on the CON law **in effect on the date of this response to your request,** the proposal described in that correspondence is not governed by, and therefore, does not currently require a certificate of need. If the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective.

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

This determination is binding only for the facts represented in your correspondence. If changes are made in the project or in the facts provided in the correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office.

Please do not hesitate to contact this office if you have any questions.

Sincerely,

Michael J. McKillip
Project Analyst

Martha J. Frisone
Chief

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

Attatchment 2

STATE OF NORTH CAROLINA

Department of Health and Human Services

Division of Facility Services

CORRECTED COPY

CERTIFICATE OF NEED

for

Project Identification Number J-7103-04
FID# 041022

ISSUED TO: **Wake PET Services LLC, WakeMed, Wake Radiology Oncology Services, PLLC and Wake Radiology Services, LLC**
2418 Blue Ridge Road
P. O. Box 19766
Raleigh, NC 27603

Pursuant to N.C. Gen. Stat. § 131E-175, et. seq. the North Carolina Department of Health and Human Services hereby authorizes the person or persons named above (the "certificate holder") to develop the certificate of need project identified above. The certificate holder shall develop the project in a manner consistent with the representations in the project application and with the conditions contained herein and shall make good faith efforts to meet the timetable contained herein. The certificate holder shall not exceed the maximum capital expenditure amount specified herein during the development of this project, except as provided by N.C. Gen. Stat. § 131E-176(16)e. The certificate holder shall not transfer or assign this certificate to any other person except as provided in N.C. Gen. Stat. § 131E-189(c). This certificate is valid only for the scope, physical location, and person(s) listed herein. The Department may withdraw this certificate pursuant to N.C. Gen. Stat. § 131E-189(a) for any of the reasons provided in that law.

SCOPE: **Wake PET Services LLC, WakeMed, Wake Radiology Oncology Services, PLLC and Wake Radiology Services, LLC shall acquire a fixed PET scanner/Wake county**

CONDITIONS: See Reverse Side

PHYSICAL LOCATION: 1900 Kildaire Farm Road
Cary, NC 27511

MAXIMUM CAPITAL EXPENDITURE: **$2,457,073**

TIMETABLE: **See Reverse Side**

FIRST PROGRESS REPORT DUE: **April 1, 2006**

This certificate is effective as of the 18th day of November, 2005.

Lee B Hoffman by CBS AC

Chief, Certificate of Need Section
Division of Facility Services

CONDITIONS:

1. Wake PET Services, LLC, WakeMed, Wake Radiology Services, LLC, and Wake Radiology Oncology Services, PLLC (collectively "Wake") shall materially comply with all representations made in its certificate of need application, identified as Project I.D.#J-7103-04, and the Supplemental information provided to the Agency on August 1, September 30, and October 19, 2005. In those instances in which any of these representations conflict, Wake shall materially comply with the last-made representations.

2. WakeMed shall not acquire, as part of this project, any equipment that is not included in the project's proposed capital expenditure in Section VIII of the application or that would otherwise require a Certificate of Need.

3. The approved capital expenditure shall be $2,457,073.

4. Wake PET Services, LLC shall acquire the PET/CT scanner and provide the equipment to WakeMed pursuant to a lease and services agreement.

5. The PET/CT scanner, shall be physically located in WakeMed's licensed hospital space and the service shall be provided under WakeMed's License and billed under WakeMed's Hospital Provider Number.

TIMETABLE:

25% completion of renovations ---------- February 15, 2006
Completion of Renovations ---------- June 1, 2006
Ordering of Equipment ---------- April 1, 2006
Operation of Equipment ---------- October 2, 2006

Attachment 3

SIEMENS Healthineers

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

SIEMENS REPRESENTATIVE
Stephen Argo
craig.argo@siemens-healthineers.com

Customer Number: 0000305349

Date: 06/19/2020

WAKE PET SERVICES LLC
3000 NEW BERN AVE
RALEIGH, NC 27610

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

Table of Contents **Page**

Contract Total: $ 1,793,278
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 06/30/2020

Estimated Delivery Date: 12/2020

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

This quote is based upon standard delivery terms and conditions (e.g., standard work hours, first floor delivery, etc.), basic rigging, mechanical installation and calibration. Siemens Medical Solutions USA, Inc., Project Management shall perform a site-specific assessment to ascertain any variations that are out of scope and not covered by the standard terms (examples such as, but not limited to: larger crane, nonstandard work hours, removal of existing equipment, etc.). Any noted variations identified by Siemens Project Management shall remain the responsibility of the customer and will be subject to additional fees.

There is no warranty term despite statements below; this quote reflects pricing adjustment due to removal of warranty. This pricing is conditioned on Customer's purchase of a five (5) year Gold Service agreement contemporaneous with the purchase of the items quoted herein. This offer may not be combined with any other special offers.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project #2020-0282.

This system quote CPQ-147456 must be purchased with education quote CPQ-182155.

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc. **WAKE PET SERVICES LLC**

SIEMENS Healthineers

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

SIEMENS REPRESENTATIVE
Stephen Argo
craig.argo@siemens-healthineers.com

By (sign):		By (sign):	DocuSigned by: Richard F Carrico A78C5AD28F3B4F5...
Name:	Stephen Argo	Name:	Richard F Carrico
Title:		Title:	EVP & CFO
Date:		Date:	6/26/2020

By signing below, signor certifies that no modifications or additions have been made to the Quotation. Any such modifications or additions will be void.

By (Sign): _____

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

SIEMENS REPRESENTATIVE
Stephen Argo
craig.argo@siemens-healthineers.com

Quote Nr:	**CPQ-147456 Rev. 4**
Terms of Payment:	**0% Down, 80% Delivery, 20% Installation** **Free On Board: Shipping Point**
Purchasing Agreement:	Not Applicable

Biograph Vision 450

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

Qty	Part No.	Item Description	Extended Price
1	14422691	**Biograph Vision 450** The Biograph Vision 450 is a whole-body PET•CT tomograph designed for the purposes of oncological, neurological and cardiac imaging and aid in diagnosis. With a single noninvasive procedure, the Biograph produces remarkable CT and PET•CT images that reveal highly-detailed anatomy and biological processes at the molecular level. The Biograph provides: - high performance spiral computed tomography (CT) imaging and applications. - high-resolution, high-count rate, positron emission tomography (PET) imaging of metabolic and physiologic processes. - high quality anatomic and metabolic image registration for optimal lesion detection and identification within the body. - high quality attenuation correction and scatter correction for PET imaging.	$ 1,397,489
1	14415354	**RTP Pallet** RTP Flat pallet for Biograph. The carbon fiber table top utilizes a quick release latch for easy on/off. Varian Exact™ compatible indexing for accessories. Includes quantity 1 two-pin locator bar.	$ 7,227
1	14421194	**Cardiac PET/CT Option** Provides both HeartView CT as well as PET cardiac gating acquisition/reconstruction. Allows for the ability to automatically match gate definition between CT and PET during reconstruction for phase match attenuation correction and visualization.	$ 93,831
1	14422682	**CardioFreeze (AWP)** Provides dual gating for cardiac PET imaging with cardiac gated list mode acquisition combined with triggerless respiratory gating for automated optimal motion-static respiratory imaging, offline histogramming and reconstruction. Mass preservation optical flow algorithm designed to utilize 100% of the counts, Improves workflow, reduces errors associated with respiratory trigger devices by eliminating the need for a respiratory trigger device in dual-gated cardiac imaging examinations. Supports up to 24 gate bins from the list mode PET acquisition. Includes SMART Auto Cardiac Registration which provides automated, rigid registration of CT and PET during cardiac imaging. A proprietary algorithm identifies the heart and aligns the two images for optimal attenuation correction, improving the workflow and reducing variability between users. Requires optional UPMM for ECG signal capture and PET or PET-CT cardiac gating options.	$ 67,878
1	14421195	**PET Dynamic Option (AWP)** Support for list mode acquisition, offline histogramming and reconstruction. Support for retrospective histogramming in any arbitrary frame durations of 3 second or greater, maximum of 100 frames defined by available disk space. Whole body (multi-bed) dynamic support of up to 25 passes. Dynamic Speed feature supports	$ 27,550

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		online processing capabilities for list mode imaging allowing reconstruction of dynamic frames from list mode data while acquisition is ongoing.	
1	14423000	**ECG module (UPMM) - Vision** Universal Physiological Monitoring Module (UPMM) provides patient cardiac ECG information for either CT or PET cardiac gating. Locates in the patient handling system for convenient patient connection. Includes patient cable.	$ 2,276
1	14423057	**PET Resp Opt (AWP) Vision** Provides PET respiratory gated list mode acquisition, offline histogramming, and reconstruction for improved accuracy in quantitation as well as visualization of organ motion. Supports a maximum of 24 gate bins from the list mode PET acquisition. Requires the optional Respiratory Trigger System.	$ 19,924
1	14422681	**OncoFreeze (AWP)** Adaptive respiratory gating for automated optimal, motion-freeze, designed to provide improved image quality by reducing respiratory motion artifacts while providing optimized count statistics. Mass preservation optical flow algorithm designed to utilize 100% of the counts.	$ 59,892
1	14422256	**Anzai Respiratory Interface** Configuration for connecting Anzai respiratory trigger system to the Biograph.	$ 509
1	14421307	**ultraHD-PET Option (AWP)** Utilizing timing information (time-of-flight) between the two PET coincidence events, coupled with resolution recovery of HD•PET, ultraHD•PET option provides improved image signal-to-noise which can be used to either enhance image quality and/or reduce patient acquisition time. The Biograph ultraHD•PET option takes PET imaging to the pinnacle of performance.	$ 143,742
1	14415604	**CT SAFIRE (AWP)** The Sinogram Affirmed Iterative Reconstruction (SAFIRE) enhances spatial resolution, reduces image noise and increases sharpness by introducing multiple iteration steps in the reconstruction process.	$ 59,493
1	14422262	**iMAR (AWP)** 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.	$ 20,363
1	14422699	**PET Gantry/MARS UPS** Uninterruptible Power Supply (UPS) option providing 5 minutes of backup power to the PET gantry and PET acquisition/reconstruction computer, enabling proper shutdown of the PET system in the event of power loss. Specifications: 6.0 KVA, 230 Volts, 50/60 Hz.	$ 11,939
1	10249159	**Keyboard, English** Keyboard in the above-mentioned language.	$ 0
1	10249560	**Biograph Ge-68 Sources - Medium** Calibration sources for the Biograph PET/CT. These sources are to be purchased with a new Biograph Horizon, mCT or Vision 450.	$ 12,100
1	10097286	**Uniform Source Shield - Medium** Contains shield for the medium Uniform Source for the Biograph PET/CT.	$ 5,000
1	14422696	**Install Kit w/PDU - Vision** Items necessary for install. Includes power distribution unit for connecting entire system to a single 3-phase power drop.	$ 19,000
1	10412855	**Installation US**	$ 50,000

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1	10249096	**Cooling System Water/Air** Water-to-air heat exchanger for the dissipation of heat loss generated in the gantry to the outside air. System operating temperature:20 - 26 degrees C, 20 - 75 % rel. humidity (not condensing). Ideal for installation far from the scan room. Cooling system contains to units, water/water exchanger close to the scan room and an additional remote water/air exchanger. Maximum distance between water/water unit and remote water/air exchanger up to 40 meters enabled by thin diameter of water transferring pipes.	$ 28,788
1	10249267	**Cooling System Install Kit** Kit for installation of the Cooling System Water/Air in US Includes: - Transformer for powering the Cooling System Water/Air - Service switch to shut off the outdoor cooling unit for maintanance or in case of emergency	$ 2,795
1	11216446	**EOS Bonus PET** MI Elevate offers customers a wide range of solutions and benefits for your existing installed Siemens Healthineers MI system. While considering the options for replacing your existing PET system the End-Of-Support (EOS) Bonus is designed to help reduce the initial impact of your new system purchase, allowing you to consider future life cycle needs such as serviceability. By signing a service contract at point of sale* you can take advantage of this EOS Bonus offering enabling you to stay competitive with the latest technology in healthcare and continue to protect your investment into the future. * Please see full MI Elevate Terms and Conditions for details such as service contract duration and type.	$ 0
1	11297530	**Elevate S Biograph TruePoint USA** Elevate is a Siemens Healthineers customer care program that helps you get the most from your investment. As a valued customer, MI Elevate offers customers a wide range of solutions and benefits for your existing installed Siemens Healthineers MI system. As you consider the options for replacing your existing PET/CT system, Siemens Healthineers is committed to helping you find the solution that best fits your needs and enable a smooth transition to your next-generation PET/CT system. Allowing you to stay competitive with the latest technology in healthcare. MI Elevate additionally serves as a GREEN initiative. When you Elevate your existing Biograph TruePoint, this enables the potential for us to reuse and recycle your deinstalled system responsibly, utilizing the whole system or its parts, reducing our environmental impact.	$ 0
1	4SPAS055	**Anzai Respiratory Gating (VI) - no pedes**	$ 35,385
1	7568103L	**Project Mgmt/Site Planning (US only)**	$ 15,000
1	MIP_RIEDEL_CHILLIN	**MI PET Riedel Chiller Start-up by SBT**	$ 2,900
1	MI_MCT_NEMA_XR_29	**NEMA_XR-29 Standard** This system is in compliance with NEMA XR-29 Standard Attributes on CT Equipment Related To Dose Optimization and Management, also know as Smart Dose	$ 0
1	ACRPHANTOM464	**464 ACR Accreditation CT Phantom**	$ 5,433
1	CTSDEF01	**CT Slicker**	$ 350

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		Thermoseal seams and flaps deflect fluids, reducing contaminant penetration into the cushion and table. Contaminants are retained on the tabletop or shunted to the floor. Cleanup is faster, more thorough, and contaminant build-up is reduced. Built using heavy, clear, micro matte vinyl, and top grade hook and loop fastening strips (Velcro) to better fit the specified table. Custom vinyl resists tears and minimizes radiologic interference. Latex free. Set includes CT Skirts. Shipped with main cover, a catheter bag holder, and 3 restraining belts unless otherwise noted. Includes warranty from RADSCAN Medical.	
1	BFLEXOCS_S	**Stellant Flex injector-ceiling** Stellant Flex ceiling mounted injector with workstation, NO Informatics, but is Informatics ready. Includes Stellant Flex ceiling mounted injector w/short post (580 mm) and ceiling plate; workstation; installation and warranty through Bayer. This post length is recommended for rooms with a floor to structural ceiling height of approximately 9 or 9.5 feet.	$ 37,000
1	MI_PET_PM	**MI PET Project Management** A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.	$ 0
1	MIP_EOS_SR_BONUS	**EOS Bonus PET Senior (-40,000)**	- $ 40,000
1	MIPET_ELV_TP_S	**Elev Biograph TruePoint ($59,000)**	- $ 59,000
1	NUPET_TRADE_IN_ALL	**Trade-in of a Biograph 6 TruePoint, project 2020-0282, deinstall/expire date 9/2020, for ($0)**	$ 0

System Total: **$ 1,793,278**

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OPTIONS on Quote Nr : CPQ-147456 Rev. 4

OPTIONS for Biograph Vision 450

All items listed below are OPTIONS and will be included on this system ONLY if initialed: *(See Detailed Technical Specifications at end of Proposal.)* Purchaser may elect to purchase any of these options at the pricing below for up to 1 year from date in installation completion.

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	14421170	**FlowMotion Option (AWP)** Bring FlowMotion Technology to the Biograph family.	+ $ 139,755	X_____
1	10249104	**Computer Desk** New CT desk to accommodate the control components and color monitor. Width: 1200 mm, Depth: 800 mm, Height: 720 mm.	+ $ 759	X_____
1	10249105	**Computer Cabinet** New cabinet to accommodate the computer system and UPS. Matched to the design of the control console table. Width: 800 mm, Depth: 800 mm, Height: 720 mm	+ $ 958	X_____
1	MI_CTPET_ADD_32	**Additional CT onsite training 32 hours** MI_CTPET_ADD_32 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 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.	+ $ 7,800	X_____
1	MI_PTADVBIOCLS	**Biograph Advanced Class** Tuition for (1) imaging professional to attend a Siemens Classroom Course at Siemens Training Center. Through the use of demonstrations, lecture, and hands-on console applications, technologists will be introduced to troubleshooting, image quality for both PET and CT images, cross sectional anatomy, and learn the various components of processing, display and manipulation techniques found on the syngo® Multimodality Workplace and syngo.via for PET and CT applications. 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 (12) months from purchase date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.	+ $ 4,500	X_____
1	MI_PET_GATING_16	**PET Gating Onsite Training 16 Hrs** Up to (16) hours of on-site gating 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.	+ $ 4,900	X_____

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1	MI_P_INN1DPROF	**Siemens Tech Symposium 1 Day Reg Only** Access for (1) attendee for (1 day) for Innovations for Imaging Professionals, the accredited annual imaging professional symposium providing multi-modality clinical education sessions. Registration included for (1) attendee for (1 day). Does not include travel and Lodging. This educational offering must be completed by the later of (12) months from purchase date or install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.	**+ $ 1,000**	X_____
1	MI_P_EDUOPTION3	**Clinical Education & Training: Option 3** Siemens offers multiple options for clinical education and training on your new system. This training option begins enables a more personalized approach to the introduction to system operation, features, and benefits and will help ensure that your technologists and physicians have the opportunity to engage in the level of training that best meets your current clinical needs and business objectives. This option is a fully customized training that begins with a personalized consultation to determine level and type of training needed. This serves as a roadmap to guide you through installation and go-live and enables your team to proficiently and effectively use the imaging system from day one. This option is also recommended for sites that perform a high volume of procedures requiring maximum efficiency and/or perform highly specialized or more complex procedures.	**+ $ 0**	X_____

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

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

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

Upgrades/Options/Software packages purchased and requiring installation by Siemens must be installed 60 days post shipment. If Siemens' access to the equipment on which such package(s) are to be installed is not made available within 60 days post shipment then invoicing will occur and payment will be due based upon contractual payment terms.

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

SIEMENS REPRESENTATIVE
Stephen Argo
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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 0% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 20% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net forty five (45) 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

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foregoing payment terms.**4.2 Late Payment.** A service charge of ½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser"s undisputed 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 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

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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 5% 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.. 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 Neither party shall 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, upon mutual agreement by Purchaser, 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

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

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to (i) 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 or (ii) to Seller's obligations to indemnify Purchaser..**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

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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 patent or copyright enforceable in the United States. If Purchaser receives a claim that any such Products, or parts thereof, infringe upon the rights of others under any patent or copyright enforceable in the United States, 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.

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

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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 Reserved

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.

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. The notice shall be deemed to be given as follows: (i) in the case of certified or registered mail, three (3) days after the date of its mailing; (ii) in the case of overnight courier service, on the next business day following mailing; and (iii) in the case of hand delivery, on the date of its receipt by the party entitled to it.

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

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

27. DISPOSITION OF PRODUCTS

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

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

1. DEFINITIONS: The following definitions apply to this Schedule:
"Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"Licensor" shall mean Siemens Medical Solutions USA, Inc.
"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**
3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto. If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.
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Revised 03/15/05

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TRADE-IN EQUIPMENT REQUIREMENTS

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

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

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

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

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

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MI Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**	
MI-SPECT System or MI-PET System (not including radioactive sources and consumables)	12 months	Full Warranty (parts & labor, including ALL CT tubes) Principal Coverage Period 8am-5pm Monday through Friday[2]	

The parts warranty below only applies to purchased parts, not to replacement parts provided pursuant to a warranty. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty.			
Straton CT tubes	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (160,000 – scan-seconds used) / 160,000*100
Dura 181, 202, 302, 352	Prorated to a maximum of 40,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (40,000 – scan-seconds used) / 40,000*100
Dura Akron Q CT tubes	Prorated to a maximum of 30,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (30,000 – scan-seconds used) / 130,000*100
Dura 422, 688	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Radioactive sources	Not covered		
Spare parts	6 months	Parts only	
Consumables	Not covered		

Note: Optional Extended Warranty Coverage can be obtained by purchase of a service agreement.

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

[2] Standard deliverable independent of subsequent service contract commitment

Attachment 4

PROPOSED TOTAL CAPITAL COST OF PROJECT

Project Name: Cary PET Scanner
Provider/Company: Wake PET Services LLC

A. Site Costs			
(1) Full purchase price of land		$ -	
Acres _____ Price per Acre _____	$ -		
(2) Closing costs		$ -	
(3) Site Inspection and Survey		$ -	
(4) Legal fees and subsoil investigation		$ -	
(5) Site Preparation Costs [Include]			
Soil Borings	$ -		
Clearing and Grading	$ -		
Roads and Parking	$ -		
Sidewalks	$ -		
Water and Sewer	$ -		
Excavation and Backfill	$ -		
Termite Treatment	$ -		
Sub-Total Site Preparation Costs		$ -	
(6) Other (Specify)		$ -	
(7) **Sub-Total Site Costs**			$ -
B. Construction Contract			
(8) Cost of Materials [Include]			
General Requirements	$ -		
Concrete/Masonry	$ -		
Woods/Doors & Windows/Finishes	$ -		
Thermal & Moisture Protection	$ -		
Equipment/Specialty Items	$ -		
Mechanical/Electrical	$ -		
Sub-Total Cost of Materials		$ 106,405.00	
(9) Cost of Labor		$ 57,295.00	
(10) Other (Construction Contingency)		$ 18,070.00	
(11) **Sub-Total Construction Contract**			$ 181,770.00
C. Miscellaneous Project Costs			
(12) Building Purchase		$ -	
(13) Fixed Equipment Purchase/Lease		$ 1,793,278.00	
(14) Movable Equipment Purchase/Lease		$ -	
(15) Furniture		$ -	
(16) Landscaping		$ -	
(17) Consultant Fees			
Architect and Engineering Fees	$ 15,000.00		
Legal Fees	$ -		
Market Analysis	$ -		
Other (Project testing, permitting, etc.)	$ 2,000.00		
Total Consultant Fees		$ 17,000.00	
(18) Financing Costs (e.g. Bond, Loan, etc.)		-	
(19) Interest During Construction		-	
(20) Other (Specify) Contingency, Fees, Inflation		-	
(21) Sub-Total Miscellaneous			$ 1,810,278.00
(22) Total Capital Cost of Project (Sum A-C above)			$ 1,992,048.00

I certify that, to the best of my knowledge, the costs of the proposed project named above are reasonable and correct.

Cyrle Pridgen Wooten, AIA — Date Certified: 9/14/2020
(Signature of Licensed Architect or Engineer)

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

_____ — Date Signed: 9/14/2020
(Signature and Title of Officer Authorized to Represent Provider/Company)

Attachment 5

WakeMed Cary Hospital
EQUIPMENT COMPARISON – PET Scanner

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	PET	PET/CT
Manufacturer of Equipment	Siemens	Siemens
Tesla Rating for MRIs		
Model Number	Biograph 1048	Biograph Vision 450
Serial Number	10097289	TBD – unit in production
Provider's Method of Identifying Equipment	Capital asset control number	Capital asset control number
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #		
Mobile Tractor Serial Number/VIN #		
Date of Acquisition of Each Component	10/28/08	6/26/20
Does Provider Hold Title to Equipment or Have a Capital Lease?	Hold title (CON J-7103-04)	Hold title
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	N/A	$1,992,048
Total Cost of Equipment	$1,519,323.43	$1,793,278
Fair Market Value of Equipment	N/A	$1,793,278
Net Purchase Price of Equipment	N/A	$1,793,278
Locations Where Operated	Wake Radiology 300 Ashville Ave Cary, NC 27518	WakeMed Cary MOB 210 Ashville Ave Cary, NC 27518
Number Days In Use/To be Used in N.C. Per Year	260 (5 days/week)	260 (5 days/week)
Percent of Change in Patient Charges (by Procedure)	N/A	0%
Percent of Change in Per Procedure Operating Expenses (by Procedure)	N/A	0%
Type of Procedures Currently Performed on Existing Equipment	Oncology, cardiac	N/A
Type of Procedures New Equipment is Capable of Performing	N/A	Oncology, cardiac

From: ROBBIE ROBERTS
To: Waller, Martha K
Subject: [External] Request for Exemption from Review
Date: Tuesday, October 6, 2020 1:07:25 PM
Attachments: Req for Exemption_Wake PET_Oct 2020.pdf

Please see the attached request for Exemption from Review. Feel free to contact me if you have questions or need additional information. Thanks.
RR

Robbie Roberts
Manager, Market Planning
WakeMed Health & Hospitals
919-350-8023
rroberts@wakemed.org