



**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES**

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

February 25, 2020

Amber George, Administrator  
Brier Creek Imaging, LLC  
5029 Falls of Neuse Road, Suite 210  
Raleigh NC 27609

**Exempt from Review – Replacement Equipment**

**Record #:** 3227  
**Facility Name:** The Brier Creek Imaging, LLC  
**FID #:** 060525  
**Business Name:** Brier Creek Imaging, LLC  
**Business #:** 273  
**Project Description:** Replace CT scanner at the diagnostic center  
**County:** Wake

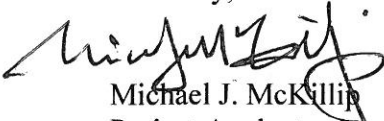
Dear Ms. George:


The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of February 11, 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 Somatom Go.All 64-slice CT scanner to replace the existing GE Lightspeed CT scanner (Serial # 350330CN7). 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

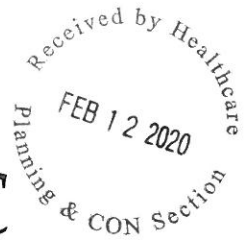
cc: Radiation Protection Section, DHSR

**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION**  
**HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION**

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

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

# Brier Creek Imaging, LLC



February 11, 2020

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

RE: Equipment Replacement at Brier Creek Imaging, LLC/Wake County

Dear Ms. Frisone:

Pursuant to NCGS 131E-184(f), Brier Creek Imaging, LLC, d/b/a Raleigh Radiology Brier Creek (BCI) is writing to inform you of our intent to replace the General Electric Computed Tomography (CT) scanner located in our imaging center in Raleigh. BCI requests confirmation that this CT equipment replacement complies with the regulations set out in NCGS 131E-184(a)(7), NCGS 131E-176(22a), and NCAC 14C .0303, as exempt from certificate of need review.

BCI began using the CT scanner in 2010. BCI intends to replace it with a new Siemens Somatom go.All 64-slice CT. The GE CT scanner has been operating daily, is nearly 10 years old and has exhausted its useful life. BCI is simply updating this important patient treatment system with newer technology that offers improved quality of care for patients.

Via this letter, BCI affirms that it will trade-in the GE CT to Siemens for removal from operation at BCI. Siemens intends to either scrap the CT scanner or refurbish and sell the equipment to another end user. Siemens has confirmed to BCI that it will remove the CT from North Carolina, and the old CT scanner will not be used again in the State without first obtaining a certificate of need if one is required.

## Applicable Regulations

Pursuant to NCGS 131E-184(a)(7):

*"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, when notice includes an explanation of why the new institutional health service is required, for any of the following: ... (7) To provide replacement equipment."*

NCGS 131E-176(22a) states:

*"Replacement equipment" means equipment that costs less than two million dollars (\$2,000,000) and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced. In determining whether the replacement equipment costs less than two million dollars (\$2,000,000), the costs of equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making operational the replacement equipment shall be included. The capital expenditure for the equipment shall be deemed to be the fair market value of the equipment or the cost of the equipment, whichever is greater."*

Per NCAC 14C .0303:

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

*Replacement equipment is comparable 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 12 months after replacement equipment is acquired."*

## Compliance

BCI hereby certifies that:

1. The total project cost for the replacement CT scanner, including the equipment, construction, rigging and installation, and all other costs, is \$548,238, as shown on the attached capital cost form. Please see the attached Siemens equipment quote of \$385,500. BCI will locate the replacement CT in the existing CT equipment room within its imaging center. BCI's architect confirms that the projected construction cost required to accommodate the replacement CT is estimated at \$76,272, including labor and materials plus architect and engineering fees. The cost to remove the existing GE system from BCI will be borne by Siemens, and Siemens is including delivery, rigging, and installation costs in the quotation for the new CT scanner.
2. The replacement CT scanner will be installed at BCI for the sole purpose of replacing comparable CT equipment currently in use, which will be relocated out of BCI. A comparison of the existing and replacement equipment is provided in the attached table.
3. The replacement CT is functionally similar to the existing CT scanner and will be used for the same diagnostic procedures as the CT equipment currently in use. The replacement equipment is a full-featured CT scanner, with features that do not change the basic technology or result in the provision of a new health service or type of procedure.
4. BCI will have no increase in charges within the initial twelve months after the replacement CT is acquired.
5. The average cost per procedure at BCI will not increase by more than 10% during the initial 12 months of service as a result of the CT replacement.

BCI requests that the Division of Health Service Regulation confirm that replacement of the CT scanner as proposed herein does not constitute a new institutional health service and is exempt from certificate of need review.

Please contact me at 919.877.5428 regarding any questions concerning this request.

Sincerely,

*Amber George*

Amber George  
Administrator

Attachments:

1. Capital Cost Form
2. Equipment Comparison Table
3. Vendor Equipment Quote

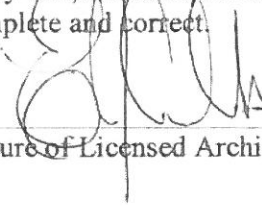
## Attachment 1

**Projected Capital Cost Form**

Building Purchase Price	0
Purchase Price of Land	0
Closing Costs	0
Site Preparation	0
Construction/Renovation Contract(s)	\$76,272
Landscaping	0
Architect / Engineering Fees	Included in construction pricing
Medical Equipment	\$385,500
Non-Medical Equipment	0
Furniture	0
Consultant Fees (specify)	
Financing Costs	\$86,466.05
Interest during Construction	
Other (specify)	
<b>Total Capital Cost</b>	<b>\$548,238.05</b>

**CERTIFICATION BY A LICENSED ARCHITECT OR ENGINEER**

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

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

Date Signed: 12/19/19

**CERTIFICATION BY AN OFFICER OR AGENT FOR THE PROPONENT**

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

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

Date Signed: 12/19/19

Secretary  
 \_\_\_\_\_  
 Title of Officer/Agent

## Attachment 2



EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type (e.g., Cardiac Catheterization, Gamma Knife®, Heart-lung bypass machine, Linear Accelerator, Lithotripter, MRI, PET, Simulator, CT Scanner, Other Major Medical Equipment)	CT	CT
Manufacturer	GE	Siemens
Model number	Lightspeed 16	Go.All 64
Other method of identifying the equipment (e.g., Room #, Serial Number, VIN #)	350330CN7	Not yet available
Is the equipment mobile or fixed?	Fixed	Fixed
Date of acquisition	2010	NA
Was the existing equipment new or used when acquired? / Is the replacement equipment new or used?	Refurbished	New
Total projected capital cost of the project <Attach a signed Projected Capital Cost form>	NA	\$548,238
Total cost of the equipment	<\$350,000	\$385,500
Location of the equipment <Attach a separate sheet for mobile equipment if necessary>	BCI	BCI
Document that the existing equipment is currently in use	Yes	NA
Will the replacement equipment result in any increase in the <b>average charge per procedure</b> ?	NA	No
If so, provide the increase as a percent of the current average charge per procedure	NA	NA
Will the replacement equipment result in any increase in the <b>average operating expense per procedure</b> ?	NA	No
If so, provide the increase as a percent of the current average operating expense per procedure	NA	NA
Type of procedures performed on the existing equipment <Attach a separate sheet if necessary>	Diagnostic Imaging	NA
Type of procedures the replacement equipment will perform <Attach a separate sheet if necessary>	NA	Diagnostic Imaging

## Attachment 3



Siemens Medical Solutions USA, Inc.  
40 Liberty Boulevard, Malvern, PA 19355  
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE  
Stephen Argo - (336) 210-6178

Customer Number: 0000140655

Date: 11/19/2019

**RALEIGH RADIOLOGY BRIER CREEK**  
840 CRESCENT CENTRE DR, STE 200  
FRANKLIN, TN 37067

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

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OPTIONS for SOMATOM go.All (Quote Nr. 1-POZIVN Rev. 1).....	8
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Warranty Information .....	17

**Contract Total: \$385,500**  
*(total does not include any Optional or Alternate components which may be selected)*

Equipment Delivery to:  
Raleigh Radiology Brier Creek  
8851 Ellstree Lane, Suite 100  
Raleigh, NC 27617

Proposal valid until 12/31/2019

Estimated Delivery Date: 2/2020

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

This offer is only valid if firm, non-contingent orders for the following quotes are simultaneously placed with Siemens:  
1-POZIVN  
1-R2IY8V

Notwithstanding any contrary provision in the terms and conditions contained herein, the warranty period for the Equipment includes the Standard 12 month Warranty, plus an Additional Warranty of 3 months

The Additional Warranty has a fair market value of \$15,918. Customer must, where applicable, fully and accurately report any price reduction (including a free item) provided to Customer as described herein in the applicable cost reporting mechanism or claim for payment filed with the U.S. Department of Health and Human Services (DHHS) or a state agency and must provide, upon request of the Secretary of the DHHS or state agency, the information contained in this Agreement.



**Siemens Medical Solutions USA, Inc.**  
40 Liberty Boulevard, Malvern, PA 19355  
Fax: (866) 309-6967

**SIEMENS REPRESENTATIVE**  
Stephen Argo - (336) 210-6178

This proposal includes the trade-in of equipment referenced in Trade Sheet Project # 2019-3348.

HealthTrust Purchasing Group Contract #500351 terms and conditions apply to this quote.

Accepted and Agreed to by:

**Siemens Medical Solutions USA, Inc.**

**RALEIGH RADIOLOGY BRIER CREEK**

By (sign): \_\_\_\_\_  
Name: Stephen Argo  
Title: Account Executive  
Date: \_\_\_\_\_

By (sign): \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

Siemens Medical Solutions USA, Inc.  
40 Liberty Boulevard, Malvern, PA 19355  
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE  
Stephen Argo - (336) 210-6178

**Quote Nr:** 1-POZIVN Rev. 1

**Terms of Payment:** 00% Down, 90% Delivery, 10% Installation  
Free On Board: Destination

**Purchasing Agreement:** HEALTHTRUST PURCHASING GRP

HEALTHTRUST PURCHASING GRP terms and conditions apply to Quote Nr 1-POZIVN

## SOMATOM go.All

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

Qty	Part No.	Item Description
1	14460595	<p><b>SOMATOM go.All</b></p> <p>As a member of the SOMATOM go. platform, the SOMATOM go.All enables users of all skill levels to confidently take on advanced CT procedures. The scanner features a unique tablet-based mobile workflow, user guidance with our GO technologies, and exclusive innovations such as Tin Filter low dose technology.</p>
1	14460666	<p><b>CT Replacement &gt;go.All</b></p> <p>Conversion to a Siemens SOMATOM go.All</p>
1	14460605	<p><b>SW Base Package</b></p> <p>SW Base Package</p> <p>Scan&amp;GO mobile workflow, including tablet, remote control, camera, and a new workplace design</p> <p>Check&amp;GO flags problems with scan coverage or contrast distribution as they occur</p> <p>Recon&amp;GO reduces post-processing to just one click, with: Inline Anatomical Ranges, Inline Table and Bone Removal, Inline Vessel Ranges and Multi Recon-performing multiple reconstructions in one step</p> <p>CT View&amp;GO provides a variety of clinical applications and tools for smooth reading in just one workflow</p> <p>SAFIRE</p> <p>SOMATOM go. scanners achieve higher efficiency with in dose reduction with Sinogram Affirmed Iterative Reconstruction while maintaining excellent image quality</p> <p>Interleaved Volume Reconstruction</p> <p>Enhances spatial sampling in z-direction, independent of pitch</p> <p>CARE Dose4D, CARE kV, 10 kV Steps, CARE Child</p> <p>Personalized dose control tools that allow you to increase consistency of low dose CT scanning techniques across all technologists</p> <p>Endoscopic View</p> <p>Simulated views of e.g. the inside of bronchi, colon and any other hollow structures</p> <p>Dual Spiral Dual Energy and Dual Energy ROI</p> <p>syngo Single Source Dual Energy Scan mode option offers the possibility to acquire two spiral data sets in sequence at different energies</p> <p>HD FoV**</p>

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Qty	Part No.	Item Description
		<p>Enables a field of view up to 70 cm, which is optimal for visualization of obese patients and those that are positioned outside the CT isocenter</p> <p>*In clinical practice, the use of SAFIRE may reduce CT patient dose depending on the clinical task, patient size, anatomical location, and clinical practice. A consultation with a radiologist and a physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task</p> <p>** The image quality for the area outside the standard 50 cm scan field does not meet the image quality specifications shown in the technical data sheet and image artifacts may appear, depending on the anatomy scanned</p>
1	14460623	<p><b>iMAR</b></p> <p>The iMAR metal artifact reduction algorithm combines three successful approaches (beam hardening correction, normalized sinogram inpainting and frequency split). This makes it possible to reduce metal artifacts caused by metal implants such as coils, metal screws and plates, dental fillings or implants. Along with the algorithm comes the simple user interface of iMAR enabling easy reconstruction of clinical images with reduced metal artifacts. iMAR can be combined with iterative reconstruction methods.</p>
1	14468330	<p><b>Cardio Base Package</b></p> <p>This bundle of software and hardware delivers a robust set of basic cardiac scanning functionality that takes advantage of the fast 0.33s rotation speed of the scanner. This package includes:</p> <p>Physiological Measurement Module          This module allows the user to connect a 3 Channel ECG cable for ECG controlled cardiac acquisition.</p> <p>ECG cable          Item includes 3 channel ECG cable according to IEC1 (European color coding).</p> <p>Cardio Spiral          The option supports adaptive retrospective ECG-gated spiral scanning to obtain CT images of the heart in defined phases of the cardiac cycle.</p> <p>BestPhase          A software dedicated to automatically detect the optimal phase for motionless coronary visualization.</p> <p>Cardio Quick Sequence          Prospective ECG triggered quick cardiac scan mode for coronary CaScoring imaging.</p> <p>syngo.CT CaScoring          The Calcium Scoring application supports volumetric processing of the data and treats individual calcified lesions as 3D objects. For effective visualization the Calcium Scoring application allows axial images to be displayed together with fast, interactive MIPs. On each image the user can mark calcified regions in up to four coronary arteries. The tabular display showing the score of the four arteries is updated automatically.          -Supports all the usual quantification algorithms: Agatston scoring, volumetric scoring and calcium mass quantification. The effect of overlapping slices is compensated. The volume and mass can be determined on the basis of basic volumetric scoring or volumetric scoring with continuous interpolation. The calcium mass is determined in equivalent CaHA units and is calibrated automatically for SOMATOM systems via the scan mode. The threshold for identifying coronary calcifications is configurable.</p> <p>These features are supported by an integrated electrocardiography (ECG) signal displayed on the tablet.</p>
1	14460624	<p><b>High-speed 0.33 s</b></p> <p>This option provides a rotation speed of down to 0.33 sec per rotation, for outstanding image quality and very high scan speeds. Fast gantry rotation times are the prerequisite for highest temporal resolution and are therefore essential for brilliant, motion free cardiovascular imaging. With the temporal resolution of 165ms, this CT is especially suitable for cardiac examinations and fast scanning.</p>
1	14460606	<p><b>Scan&amp;GO wireless edition</b></p> <p>Includes Scan&amp;GO Tablet and Remote Scan Control. Built around a new mobile workflow, the SOMATOM go. platform features a line-up of innovative solutions - tablet, remote control, camera, and a new workplace design -</p>

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Qty	Part No.	Item Description
		that bring an unparalleled level of flexibility and mobility to daily CT routines. The solutions also enhance patient comfort for potentially higher levels of patient satisfaction.
		The lightweight, high-resolution tablet gives our customers total freedom over how they work: only a few steps for the entire scan.
1	14460609	<b>227 kg Patient Table</b> Patient table with 500 lb / 227 kg weight limit
1	14460643	<b>Table Accessories Set</b> More table accessories for further flexibility based on the clinical needs. Includes table side rails, storage box and infusion holder.
1	14461354	<b>Multipurpose Positioning Mattress</b> Multipurpose Positioning Mattress is compatible with the dedicated scanner patient table. The mattress includes a foam insert and makes it easier to slide patients on and off the table. This way, patient positioning can be further optimized. This mattress can also be used with an optional syngo Osteo CT software and phantom to enable bone mineral density measurements.
1	14460614	<b>Table Extension</b> Table extension
1	14460615	<b>Positioning &amp; Fixation Set</b> Including Pediatric Cradle, Arm support, Patient fixation with slider
1	14460617	<b>FAST IRS</b> Including FAST AWP and FAST IRS
1	14460647	<b>UPS</b> UPS. An uninterrupted power supply, for the syngo Acquisition Workplace in the event of network fluctuations and brief power failures.
1	14460793	<b>Computer Desk 1200 mm</b> CT desk designed to accommodate the control components and color monitor(s).
1	CT_GO_STELL AR	<b>Stellar Low Noise Technology Detector</b> The Stellar detector's high-end technology includes fully integrated components. As a result, Stellar detector technology keeps electronic noise low, increases dose efficiency and improves spatial resolution. The smart configuration of the detector elements simplifies access, eases maintenance, and increases scanner uptime. For SOMATOM go scanners, the Stellar detector features a 3D anti-scatter collimator for even more efficient optimization of X-ray energy.
1	SURE_VIEW	<b>SureView</b> Provides exceptional image quality at any pitch setting, enabling you to scan faster because you can scan at any pitch without degrading image quality
1	CT_LUNGIMA GINGGO	<b>Lung Imaging</b> Lung Imaging Go: For well over a decade, CT has been recognized and used as the standard of care for lung nodule visualization and sizing. This is due to CT's spatial resolution, geometric accuracy, and ability to create various reconstructions and 3D views. The high contrast environment in the chest between the lungs and the nodules makes for a relatively easy visualization task for clinicians using CT images. Recent advances in CT technology have allowed these scans to be effectively performed at lower doses, higher resolutions, and faster scan times. The SOMATOM go.Platform leverages Tin Filter Technology to further enhance the delivery of low dose lung cancer screening for high risk populations*. The SOMATOM go scanners are delivered with specific scan protocols to provide low dose lung cancer screening exams that use Siemens-exclusive Tin Filter Technology to reduce unnecessary radiation. These default protocols also utilize Siemens proprietary dose reducing features such as CARE Dose4D(tm), automatic exposure control technology, that further modulates and adapts dose for every patient, for high image quality at low dose. The SOMATOM go scanners come with default low dose lung imaging protocols below 1 mSv. *As defined by professional medical societies.
1	ACCESS_PRO TECT	<b>Access Protection</b> Scan Protocols are password protected allowing only authorized staff members to access and permanently change

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Qty	Part No.	Item Description
		protocols
1	NEMA_XR-29	<b>NEMA_XR-29 Standard</b> This system is in compliance with NEMA XR-29 Standard Attributes on CT Equipment Related to Dose Optimization and Management, also known as Smart Dose.
1	CT_PM	<b>CT Project Management</b> A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemens 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_BTL_INST ALL	<b>CT Standard Rigging and Installation</b>
1	4SPAS014 PSPD250480Y	<b>Low Contrast CT Phantom &amp; Holder</b>
1	3K	<b>Surge Protective Device (SPD)</b>
1	CTSPER01	<b>CT Slicker</b> 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	CT_PR_ELV_A LL	<b>CT SOMATOM go.All Elevate Bonus</b>
1	CT_TRADE_IN _ALLOW	<b>Trade-in of lightspeed 350330CN7, project #2019-3348, deinstall/expire date 1/2020 (\$13,500)</b>
1	CT_EDUOPTIO N1	<b>Clinical Education &amp; Training: Option 1</b> Siemens offers multiple options for clinical education and training on your new system. These options enable 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 and type of training that best meets your current clinical needs and business objectives.  The following items are the training and education modules essential for the operation of your new Siemens system and are recommended for technologists and/or physicians with some knowledge and experience on the same or similar Siemens' system and performing routine procedures.
1	CT_GOBASIC_ CLS_NTL	<b>CT Go Basic Class, No Travel</b> Tuition for (1) imaging professional to attend a 2-day classroom course at Siemens Training Center in Cary, NC. The objectives of this course are to introduce the user to the Siemens SOMATOM go. platform, new patient-centric mobile workflow and technologies including Scan&Go, Check&Go, Recon&Go, CT View&Go, Guide&Go. Users will be able to understand the effect of choosing various parameters on image quality and dose. The instructor will combine didactic interactive discussions with hands-on training of key CT system operating hardware and workflow software functions. This class excludes airfare and lodging. 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_INITIAL_24	<b>Initial onsite training 24 hrs</b> 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. 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_FOLLOWU P_16	<b>Follow-up training 16 hrs</b> Up to (16) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is





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40 Liberty Boulevard, Malvern, PA 19355  
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Stephen Argo - (336) 210-6178

Qty	Part No.	Item Description
		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_ELEARN	<b>e.learning CEU subscription (12 mths)</b> This (12) month multi-modality e.learning subscription will provide access for (10) imaging professionals at the customer site to utilize up to (50 CEUs). This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	SY_PR_TEAM PLAY	<b>teampay Welcome &amp; Registration Package</b> teampay is a cloud-based network that brings together your imaging modality users, the systems' dose and utilization data, and the users' expertise to help you improve the delivery of care to your patients. Basic features are provided free of charge. Premium features (benchmarking, non-Siemens devices) are provided on a trial basis for three months at no charge, and may be used thereafter on a subscription fee basis. To register: <a href="http://teampay.siemens.com/#/institutionRegistration/1">http://teampay.siemens.com/#/institutionRegistration/1</a>
1	CT_ADDL_RIG GING	<b>Additional Rigging CT \$1,950</b>
1	CT_EXTEND_ WARRANTY	<b>CT Extended 3 Month Warranty \$15,918</b>

**System Total: \$385,500**

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OPTIONS on Quote Nr: 1-POZIVN Rev. 1

**OPTIONS for SOMATOM go.All**

All items listed below are OPTIONS and will be included on this system ONLY if initialed:

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	14460885	<b>307 kg Patient Table</b> Patient table with 676 lb / 300 kg weight limit designed to accommodate virtually all patients with a long scan range of 2000 mm.	+ \$17,284	X _____
1	14460628	<b>CARE Contrast II</b> CARE Contrast is an integrated solution for a simplified bolus injector coupling due to synchronized scanning and contrast injection.	+ \$6,482	X _____
1	14460629	<b>Integrated Injector Arm</b> The unique gantry-mounted injector arm lets you position the injector where you need it, when you need it. While a traditional injector cart is often in the way, the injector arm makes for a neat and organized working environment and still lets you flexibly arrange the injector. With the new injector arm, installation costs for ceiling mounting of the injector are also a thing of the past. This means you don't have to adapt your infrastructure to the scanner - SOMATOM go. adapts to you, so installation costs stay low.	+ \$3,457	X _____
1	BFLEXGO	<b>Stellant Flex injector-gantry mount</b> Stellant Flex gantry mounted injector with workstation, NO Informatics, but is Informatics ready.  Includes Stellant Flex gantry mounted injector (injector head and J-Bow); workstation; installation and warranty through Bayer.  ** The gantry mount is required. The gantry mount is supplied by Siemens and is sold as a separate part number. The gantry mount is installed by Siemens.	+ \$34,000	X _____
1	B2ISI900SN	<b>Medrad ISI900 interface, POS</b>	+ \$6,842	X _____

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

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

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

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by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).

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

(a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.

(b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery.

(c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim.

**7. SECURITY INTEREST/FILING**

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

**8. CHANGES, CANCELLATION, AND RETURN**

**8.1** Orders accepted by Seller are not subject to change except upon Seller's written agreement.

**8.2** Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller, and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment.

**8.3** Seller reserves the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

**9. FORCE MAJEURE**

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

**10. WARRANTY**

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

Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty.

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

**10.3** This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

**10.4** Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements.

**10.5** Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.

**10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.**

**10.7** In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

**11. LIMITATION OF LIABILITY**

**11.1** In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect.

**11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS**

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**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.

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**21. SEVERABILITY; HEADINGS**

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

**22. WAIVER**

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

**23. NOTICES**

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

**24. RIGHTS CUMULATIVE**

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

**25. END USER CERTIFICATION**

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

**26. ACCESS TO BOOKS AND RECORDS**

26.1 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Product or service pursuant to this Agreement, Seller shall make available, upon written request by the Secretary of Health

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

**27. DISPOSITION OF PRODUCTS**

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

05/15 Rev.

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

**1. DEFINITIONS:** The following definitions apply to this Schedule:

**"Agreement"** shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.

**"Licensor"** shall mean Siemens Medical Solutions USA, Inc.

**"Licensee"** shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.

**"Software"** shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

**"Documentation"** shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.

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

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

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

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) any radioactive sources and other hazardous materials are removed from the equipment, (iv) equipment has been wiped down and decontaminated of any blood and/or other potentially infectious materials (v) 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 (vi) 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 items (i) through (v) 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/removing and disposing of any hazardous materials including, but not limited to, glycol coolant from the chiller, oil from the transformer and radioactive sources, as examples.). Any additional costs due to the need to use a larger rig (other than a standard 80 ton rig), as well as any construction activities, street closings, permits, etc., required to de-install/remove the equipment are out-of-scope costs and will be the responsibility of Purchaser. FOR ULTRASOUND SYSTEMS – Purchaser may provide transducers with the Ultrasound unit being traded in, but will not receive additional credit for such transducers.

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### CT Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	Period of Warranty <sup>1</sup>	Coverage	
SOMATOM.go			SOMATOM.go requires Smart Remote Services (SRS) Connection prior to system installation or requires purchase of "No SRS" option.
CT System (not including consumables)	12 months	Full Warranty (parts & labor, including ALL tubes)  Principal Coverage Period 8am-5pm Monday through Friday <sup>2</sup>	

<b>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.</b>			
Vectron	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (160,000 – scan-seconds used)/160,000*100
Straton	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (160,000 – scan-seconds used)/160,000*100
Dura 181, 202, 302, 352	Prorated to a maximum of 40,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (40,000 – scan-seconds used) / 40,000*100
Dura Akron B tubes	Prorated to a maximum of 40,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (40,000 – scan-seconds used) / 40,000*100
Dura Akron Q tubes	Prorated to a maximum of 30,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (30,000 – scan-seconds used) / 30,000*100
Dura Akron 422 tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Dura Akron 688 tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Chronon tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Athlon tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100

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	whichever occurs first		
Consumables	Not covered		

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

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

<sup>1</sup> 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.

<sup>2</sup> Standard deliverable independent of subsequent service contract commitment

## Waller, Martha K

---

**From:** Amber George <ageorge@oiarad.com>  
**Sent:** Tuesday, February 11, 2020 6:09 PM  
**To:** Mckillip, Mike  
**Cc:** Waller, Martha K  
**Subject:** [External] RRBrier Creek-Equipment replacement-Exemption request  
**Attachments:** 2020 Exemption letter CT replacement.pdf

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This message was sent securely using Zix®

Good evening,

Please find the attached letter documenting our planned equipment replacement at the Brier Creek location.

Thank you,  
Amber

**Amber George, CRA**  
Administrator  
PHSNC, LLC & BCI, LLC  
Raleigh Radiology Cedarhurst, Wake Forest, Clayton, Brier Creek

**Raleigh Radiology Admin office**  
5029 Falls of Neuse Rd. Suite 210  
Raleigh, NC 27609  
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