



NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

April 25, 2022

Melissa K. Shearer
Melissa.shearer@conehealth.com

Exempt from Review – Replacement Equipment

Record #: 3882
Date of Request: April 13, 2022
Facility Name: Alamance Regional Medical Center
FID #: 954565
Business Name: Alamance Regional Medical Center, Inc.
Business #: 49
Project Description: Replace PET/CT scanner
County: Alamance

Dear Ms. Shearer:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that the above referenced project is exempt from certificate of need review in accordance with G.S. 131E-184(f). Therefore, you may proceed to acquire without a certificate of need the Siemens Vision 450 fixed PET/CT scanner to replace the Siemens Biograph 40 fixed PET/CT scanner. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

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

Sincerely,

[Handwritten signature of Gregory F. Yakaboski]

Gregory F. Yakaboski
Project Analyst

[Handwritten signature of Micheala Mitchell]

Micheala Mitchell
Chief

cc: Radiation Protection Section, DHSR
Construction Section, DHSR

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

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

From: [Hall, Andrew](#)
To: [Yakaboski, Greg](#)
Subject: [External] ARMC PET/CT Exemption
Date: Wednesday, April 20, 2022 2:47:49 PM

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Greg,

Please note that the existing PET/CT scanner located at Alamance Regional Medical Center will be disposed of by the vendor and removed from North Carolina. The unit will not reenter the state without a purchaser first obtaining a certificate of need if necessary.

Thanks,

Andrew

[Andrew Hall, DHA](#)

Cone Health | Strategy and Planning

Assistant Director, Strategic Business and Market Planning

Direct Dial: 336.663.5609 | Fax: 336.663.5611

Website: conehealth.com

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April 13, 2022

Ms. Micheala Mitchell, Chief
Mr. Gregory F. Yakaboski, Project Analyst
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation, NC DHHS
2704 Mail Service Center
Raleigh, NC 27699-2704

Re: Positron Emission Tomography/Computed Tomography (PET/CT) Equipment
Replacement at Alamance Regional Medical Center (Lic# H0273/FID# 954565)

Dear Ms. Mitchell and Mr. Yakaboski:

I am writing to you today to provide prior written notice that Alamance Regional Medical Center, Inc. intends to replace one (1) positron emission tomography/computer tomography (PET/CT) scanner at Alamance Regional Medical Center (ARMC) pursuant to NCGS § 131E-184(f). This equipment replacement project will not increase the total inventory of PET/CT scanners owned and operated by ARMC or Cone Health.

The existing equipment is a Siemens Biograph 40 purchased by ARMC in 2008. Since ARMC purchased the equipment approximately 14 years ago, the equipment has reached the end of its useful life. Current downtimes have increased due to the age of the equipment. This PET/CT scanner model is no longer in production and downtimes are extended due to the challenge of finding equipment to repair it. The new Siemens Biograph 450 is not only more efficient, but it will also allow for the addition of myocardial exams and allow more patient exams to be performed each day. Please see *Attachment 1* for a comparison of the features of the existing and proposed replacement equipment.

The capital cost for the Siemens Biograph 450 machine is \$2,497,062. *Attachment 2* includes a quote from Siemens for the replacement equipment. Page 8 of the quote for the replacement equipment indicates that Siemens will remove and dispose of the existing PET/CT machine. The total capital cost for the project is estimated to be \$2,524,562, including \$25,500 of construction and related costs, which were estimated by Cone Health Construction Management based on their experience with similar projects. A full capital cost breakdown is included in *Attachment 3*.

Because ARMC has only one (1) PET/CT scanner, Cone Health will reschedule patients in need of scans to Wesley Long Hospital. Downtime is anticipated to be minimal, thus reducing the impact to patients.

The proposed project meets the requirements set forth in NCGS § 131E-184(f). First, ARMC, located at 1240 Huffman Mill Rd, Burlington, NC 27215, is a main campus as defined by NCGS § 131E-176(14n). PET/CT services are provided on the campus at the same address. ARMC is licensed as an acute care hospital by the Acute and Home Care Licensure and Certification Section of DHSR. Please see *Attachment 4* for relevant pages from ARMC's 2021 Hospital License Renewal Application confirming the main campus address and operation of one (1) PET/CT scanner. Mark Gordon, President, Alamance Regional Medical Center and Senior Vice President, Cone Health, exercises operational and financial control of ARMC. His office is located in the Administration suite at ARMC. *Attachment 5* includes a campus map of ARMC showing the hospital campus, the administration suite, and the imaging department where the PET/CT scanner is located and where the replacement equipment will be located. Second, ARMC holds a Certificate of Need for this PET/CT scanner. Please see *Attachment 6* for a copy of the CON for Project ID# G-7738-06 issued to ARMC to acquire the PET/CT scanner. Finally, this letter serves as prior written notice to the Department.

I look forward to receiving confirmation of the exempt nature of this project. Please feel free to reach out to me with any questions you have.

Sincerely,



Melissa K. Shearer
Executive Director
Strategy and Planning

Attachment

cc: Ike Ichite, Executive Director, Radiology Services, Cone Health
Chris DeAngelo, Director, Imaging Services, Alamance Regional Medical Center

Attachment 1
Equipment Comparison Form

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)	PET/CT	PET/CT
Manufacturer	Siemens	Siemens
Model number	Biograph 40	Vision 450
Other method of identifying the equipment (e.g., Room #, Serial Number, VIN #)		TBD
Is the equipment mobile or fixed?	Fixed	Fixed
Date of acquisition	9/2008	TBD
Was the existing equipment new or used when acquired? / Is the replacement equipment new or used?	New	New
Total projected capital cost of the project <Attach a signed Projected Capital Cost form>	N/A	See Attachment 3
Total cost of the equipment		\$2,497,062
Location of the equipment <Attach a separate sheet for mobile equipment if necessary>	First Floor Radiology ARMC	First Floor Radiology ARMC
Document that the existing equipment is currently in use	Yes	N/A
Will the replacement equipment result in any increase in the average charge per procedure ?	N/A	No
If so, provide the increase as a percent of the current average charge per procedure	N/A	N/A
Will the replacement equipment result in any increase in the average operating expense per procedure ?	N/A	No
If so, provide the increase as a percent of the current average operating expense per procedure	N/A	N/A
Type of procedures performed on the existing equipment <Attach a separate sheet if necessary>	PET scans (body)	N/A
Type of procedures the replacement equipment will perform <Attach a separate sheet if necessary>	N/A	PET scans (body and cardiac)

Date of last revision: 5/17/19

Attachment 2
Equipment Quote

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

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

Customer Number: 0000004315

Date: 01/17/20212

ALAMANCE REGIONAL MEDICAL CENTER
1240 HUFFMAN MILL RD
BURLINGTON, NC 27215

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

<u>Table of Contents</u>	<u>Page</u>
Biograph Vision 450 (Quote Nr. CPQ-302240 Rev. 4)	3
OPTIONS for Biograph Vision 450 (Quote Nr. CPQ-302240 Rev. 4).....	9
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Contract Total: \$ 2,497,062
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 03/30/2022

Estimated Delivery Date: 1/2024

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

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 as 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 offer is only valid if firm, non-contingent orders for the following quotes are simultaneously placed with Siemens:
CPQ-281110
CPQ-419787
CPQ-419794
CPQ-302240

This proposal includes the trade-in of equipment referenced in Trade Sheet Project # 2021-3327

Payment Terms for this Quotation are 50% invoiced at delivery and 50% invoiced at install completion, both due net 30 days.



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

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

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.

ALAMANCE REGIONAL MEDICAL CENTER

By (sign): _____

By (sign): _____

Name: Stephen Argo

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

By (Sign): _____

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

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

Quote Nr: CPQ-302240 Rev. 4

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

Purchasing Agreement: VIZIENT SUPPLY LLC

VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr CPQ-302240

Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT XR0353 PET-CT is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

Biograph Vision 450

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14422691	<p>Biograph Vision 450</p> <p>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.</p> <p>The Biograph provides:</p> <ul style="list-style-type: none"> - 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	14423382	<p>AIDAN</p> <p>Provides AIDAN, the new intelligent Biograph PET/CT scanner platform, which includes a variety of new algorithms of proprietary ALPHA technology to bring artificial intelligence to PET scanner operations. It also utilizes digital hardware to leverage the use of the digital signal from our detectors along with hardware powerful enough to process AI and a patient focused design to enable continuous bed motion.</p> <p>This is the foundation for many of our new and unique features helping you become more efficient, personalized and standardized and to perform PET/CT exams with ease. AIDAN enables the following optional features:</p> <ul style="list-style-type: none"> FlowMotion AI (optional) OncoFreeze AI (optional) PET FAST Workflow (optional) FlowMotion Multiparametric PET Suite (optional)
1	10249560	<p>Biograph Ge-68 Sources - Medium</p> <p>Calibration sources for the Biograph PET/CT.</p> <p>These sources are to be purchased with a new Biograph Horizon, mCT or Vision 450.</p>

- 1 10097286 **Uniform Source Shield - Medium**
Contains shield for the medium Uniform Source for the Biograph PET/CT.
- 1 10249159 **Keyboard, English**
Keyboard in the above-mentioned language.
- 1 14423379 **FlowMotion AI mCT/Vision**
Bring intelligent FlowMotion Technology and improved workflow to the Biograph family.
- 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.
- 1 14423056 **PET/CT Resp Option Vision**
Provides both CT Respiratory and Triggering option as well as PET respiratory gated acquisition/reconstruction. Allows for the ability to automatically match gate definition between CT and PET during reconstruction for phase match attenuation correction and visualization.
- 1 14422256 **Anzai Respiratory Interface**
Configuration for connecting Anzai respiratory trigger system to the Biograph.
- 1 14415608 **CT FAST Planning (AWP)**
Immediate, organ-based setting of scan and recon ranges aiming for a safer, faster and more standardized workflow at the scanner.
- 1 14422257 **FAST 3D Align (AWP)**
FAST 3D Align automatically corrects misalignment of anatomic structures, organs of the patient. It aligns those to fit it to the selected reconstruction plane for a highly automated reconstruction workflow. Additionally it minimizes the black area in the image through automatic adjustment of the recon field of view.
- 1 14422259 **DoseMAP (AWP)**
DoseMAP provides a complete comprehensive CT dose management environment.
- 1 14423335 **FAST PET Workflow AI**
PET FAST Workflow package provides improved department workflow through the ability to auto export data (images, PET raw data) to either external USB drive or network shared drive location. PACS ready image ranges (coronal, sagittal, transverse) are automatically created utilizing AI technology to identify the patient boundary, reducing the number of "blank" images sent to PACS.
- 1 14422687 **QualityGuard - Vision**
Utilizing the intrinsic radioactive properties of LSO detectors, QualityGuard runs during off hours, providing daily and weekly PET quality control without the need to handle the Ge-68 phantom. PET gantry status greets the user in the morning, minimizing the time needed for morning quality control prior to first patient imaging.
- 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.
- 1 10412855 **Installation US**
- 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.

- 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.
- 1 14423339 **CT Respiratory Guided Workflow**
Enables guided 4D workflows and auto adjustment of scan parameters depending on breathing rate. The new algorithm analyses the breathing curve and selects automatically one out of 3 respiratory protocols. A pre-selection of the breathing rate is no longer required. FAST 4D also provides user feedback if patient's breathing is in range or if re-teaching is recommended.
- 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.
- 1 14422700 **Water Cabinet Kit - Vision**
Water cabinet with fluid heat exchangers required when connecting Biograph Vision system to facility chilled water.
- 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 online processing capabilities for list mode imaging allowing reconstruction of dynamic frames from list mode data while acquisition is ongoing.
- 1 14421193 **PET Cardiac Gating Opt (AWP)**
Provides PET cardiac gated list mode acquisition, offline histogramming, and reconstruction for improved accuracy in quantitation as well as visualization of cardiac motion. Supports a maximum of 24 gate bins from the list mode PET acquisition. Requires the optional UPMM for ECG signal capture.
- 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.
- 1 10249100 **syngo Security (AWP)**
The syngo Security Package provides enhanced security features including user management and audit trail functionality.
- 1 14422746 **OncoFreeze (AWP) #E**
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.
- 1 CTSDEF01 **CT Slicker**
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 4SPAS055 **Anzai Respiratory Gating (VI) - no pedes**
- 1 7568103L **Project Mgmt/Site Planning (US only)**
- 1 4SPAS014 **Low Contrast CT Phantom & Holder**
- 1 MI_CARE_BOL US **CARE Bolus**
Operating mode for CM-enhancement-triggered data acquisition.
- 1 MI_CARE_DAS HBOARD **CARE Dashboard**
Visualization of activated dose reduction features and technologies for each scan range of an examination to analyze and manage the dose to be applied in the scan
- 1 MI_CARE_DOS E4D **Care Dose 4D**
CARE Dose4D delivers the highest possible image quality at the lowest possible dose for patients - maximum detail, minimum dose. Adaptive dose modulation for up to 60% dose reduction
- 1 MI_CARE_KV **CARE kV**
CARE kV: First automated, organ-sensitive voltage setting to improve image quality and contrast-to-noise-ratio while optimizing dose and potentially reducing it by up to 60%.
- 1 MI_CARE_PRO FILE **CARE Profile**
CARE Profile: Visualization of the dose distribution along the topogram prior to the scan
- 1 MI_CT_DICOM_VIEW **DICOM Viewer**
CT DICOM Viewer - included on each CD; automatically started on the viewer's PC
- 1 MI_DOSE_SHIELD LD **Adaptive Dose Shield**
Adaptive Dose Shield for spiral acquisition to eliminate pre- and post-spiral over-radiation.
- 1 MI_SURE_VIEW **SureView**
Provides exceptional image quality at any pitch setting, enabling you to scan faster because you can scan at any pitch without degrading image quality
- 1 MI_WORKSTREAM AM4D **Workstream 4D**
WorkStream 4D offers direct generation of sagittal, coronal, oblique or double-oblique reconstructed CT images directly from CT raw data as part of the CT protocol.
- 1 MIP_CARDIAC_MAR **PET Cardiac Metal Artifact Reduction**
Reduces metal artifacts in cardiac PET imaging caused by pacemaker wires, surgical clips, ECG lead wires. It is not intended for use in non-cardiac protocols.
- 1 MIP_HD_FOV_PRO RO **HD Field of View Pro**
HD Field of View Pro (HD FoV Pro) is a CT extended field of view reconstruction algorithm designed to enable visualization of the human body parts and skin line located outside of the standard field of view based on the algorithmic complement of missing detector data outside of the scan FoV to the edge of the PET/CT gantry.
- 1 MIP_PGC **Prompts Gamma Correction**
Corrects for high energy gamma ray emission seen with Rb-82, I-124 and Ga-68 imaging
- 1 MIP_RECON192 **mCT/Vision 64 sliceCT z-SharpTech 192**

The unique STRATON X-ray source utilizes an electron beam that is accurately and rapidly deflected, creating two precise focal spots alternating 4,608 times per second. This doubles the X-ray projections reaching each detector element. The two overlapping projections result in an oversampling in z-direction. The resulting measurements interleave half a detector slice width, doubling the scan information without a corresponding increase in dose. Siemens' proprietary UFC (Ultra Fast Ceramic) detectors and the corresponding 64-slice detector electronics enable a virtually simultaneous readout of two projections for each detector element – resulting in a full 64-slice acquisition. This sampling scheme is identical to that of a 64 x 0.3 mm allowing for reconstruction of 192 slices using 0.1 mm reconstruction interval increment. z-Sharp Technology, utilizing the STRATON X-ray sources and the UFC detectors, provides scan speed independent visualization of 0.33 mm isotropic voxels and a corresponding elimination of spiral artifacts in the daily clinical routine at any position within the scan field.

- 1 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
- 1 MIP_BD_LV2 **Essential Education Level 2 (MI)(PET)**
This education package has been designed specifically to meet the education needs of a current Siemens PET/CT department with a more demanding clinical workload. Components of this education package include:
A 12-month subscription to our continuing education platform, PEPconnect, including access to up to 50 CEU credits.
Onsite hands-on training by a Siemens Clinical Education Specialist for up to 28 hours over four consecutive business days.
Ongoing access to pre-scheduled, live-remote, one on one training sessions for 12 months. Browse topics and register your sessions at Siemens PEPconnect.
A multi-day Siemens Online Classroom, chosen from a variety of defined offerings. Browse class offerings and register at Siemens PEPconnect
Live-remote training by a Siemens professional Clinical Education Specialist for up to 24 hours over three consecutive business days. This Educational offering must be completed (12) months from install end date. If training is not completed within the applicable period, Siemens obligation to provide the training will expire without refund.
- 1 MIP_EP2_16 **Essential Training PH 2 (Onsite-16) PET**
Up to (16) hours of on-site clinical Education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. This Educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
- 1 MIPET_ELV_TP_S **Elev Biograph TruePoint (-\$59,000)**
- 1 MIP_NCI_ONCO_FREE **Offset OncoFreeze (AWP) #E**
- 1 NUPET_TRADE_IN_ALL **NU-Pet Trade-in Biograph 40 Truepoint project # 2021-3327. deinstall/exp date 1/2022 (\$1)**
- 1 NMSYS_ADDL_RIGGING **NMSYS_ADDL_RIGGING - Freight, delivery, testing \$8,500**
- 2 INVIA612103 **4DM Personal Premium Pkg - floating**
Includes Corridor 4DM Personal SPECT, Corridor 4DM Personal PET, CT Option and CFR Option

Corridor4DM Personal is a software only solution for a Windows PC. This software solution provides an image database, DICOM connectivity and the full functionality of the Corridor4DM Software.

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Features:

Systolic Function: LV Volumes (indexed and unindexed), EF, Cardiac Output.
Diastolic Function: Peak Filling and Emptying Rates
Regional Wall Thickening, Motion, and Time to Peak Contractility
Transient Ischemic Dilatation (TID)
Myocardial Perfusion Quantification (Extent and Severity)
Contractility Histogram
Semiquantitative Scoring (SSS, SRS, SDS, VS, SS)
Derived Viability Polar Map (delineate between ischemic, viable, and scar tissue)

Supported Data:

Nuclear Medicine: Static, Dynamic, Gated Planar, Whole Body
SPECT Perfusion: Tomo, Recon Tomo, Gated Tomo, Gated Recon Tomo (SA, HLA, VLA, Transverse)
SPECT MUGA: Gated Tomo, Gated Recon Tomo (SA, HLA, VLA, Transverse)
PET: Recon Tomo and Gated Recon Tomo (SA, HLA, VLA, Transverse)
Attenuation Correction Maps
8- and 24-bit DICOM Static and Multi-Frame Screen Captures

The CT Option Package includes ECT and CTA Fusion, CT Viewing, and Ca Scoring.

Coronary Flow Reserve Option (Rb-82 and Ammonia PET Tracers)

Price includes on-site installation for all US and Canadian sites and training by an INVIA product specialist for one day, inclusive of travel. Additionally a one-year Maintenance Agreement, which includes free upgrades, is included at no additional cost.

System Total **\$ 2,497,062**

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OPTIONS on Quote Nr : CPQ-302240 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.)

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	14422682	<p>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.</p> <p>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.</p> <p>Requires optional UPMM for ECG signal capture and PET or PET-CT cardiac gating options.</p>	+ \$ 79,322	<input checked="" type="checkbox"/>

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40 Liberty Boulevard, Malvern, PA 19355

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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 communication channel "Let Us Know".

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms and Acceptance. These terms and conditions constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Purchaser acknowledges that this is a commercial and not a consumer transaction. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.**1.2 Refurbished/Used Products.** For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, such Products will perform in accordance with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the availability of such Products to Purchaser cannot be guaranteed. If the Products are no longer available, Seller will use its best efforts to identify other suitable products in its inventory. If substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation. **1.3 Third Party Products.** If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is not responsible for any required installation, validation,

product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.**2.2 Delay in Acceptance of Delivery.** Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver the Products to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Purchaser shall pay Seller as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no

obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.**4.2 Late Payment.** A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.**4.3 Payment of Lesser Amount.** If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. **4.4 Where Payment Due Upon Installation or Completion.** Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.**4.5 Default; Termination.** Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser. Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for

attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.**4.6 Financing.** Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

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

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).**6.2 Risk of Loss; Title Transfer.** Unless otherwise agreed to in writing, the following shall apply: (a) For Products that do not require installation by Seller, and for options and add-

on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser. (b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery. (c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim.

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon Seller's written agreement. **8.2** Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be

cancelled by Purchaser or Products be returned to Seller after shipment. **8.3** Seller reserves the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

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

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty. **10.2** No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse,

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

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

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

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

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect. **11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON**

THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

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

incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser's expense.

12.4 Regulatory Reporting. In the event that any regulatory activity is performed by anyone other than Seller's authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements. **12.5 Completion of Installation.** Installation shall be complete upon the conclusion of final calibration and checkout under Seller's standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Products, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. Provided that Purchaser gives Seller information, assistance and exclusive authority to evaluate, defend and settle such claims, Seller shall at its own expense and option: indemnify and defend Purchaser against such claims; settle such claims; procure for Purchaser the right to use the Products; or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement. **13.2 Infringement by Purchaser.** If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified

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

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

by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

15. ASSIGNMENT

15.1 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld. Any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

16. COSTS AND FEES

16.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing

party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

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

19. COST REPORTING

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

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire, complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products. Purchaser's additional or different terms and conditions stated in a purchase order, bid documents or any other document issued by Purchaser are specifically rejected and shall not apply to the transactions contemplated under this Agreement.

21. SEVERABILITY; HEADINGS

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

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

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

22. WAIVER

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

23. NOTICES

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

24. RIGHTS CUMULATIVE

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

25. END USER CERTIFICATION

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

26. ACCESS TO BOOKS AND RECORDS

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

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

27. DISPOSITION OF PRODUCTS

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

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

1. DEFINITIONS: The following definitions apply to this Schedule:
"Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"Licensor" shall mean Siemens Medical Solutions USA, Inc.
"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**
3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may 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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Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

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

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

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

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Revised

03/15/05

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

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

TRADE-IN EQUIPMENT REQUIREMENTS

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

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

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

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

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

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

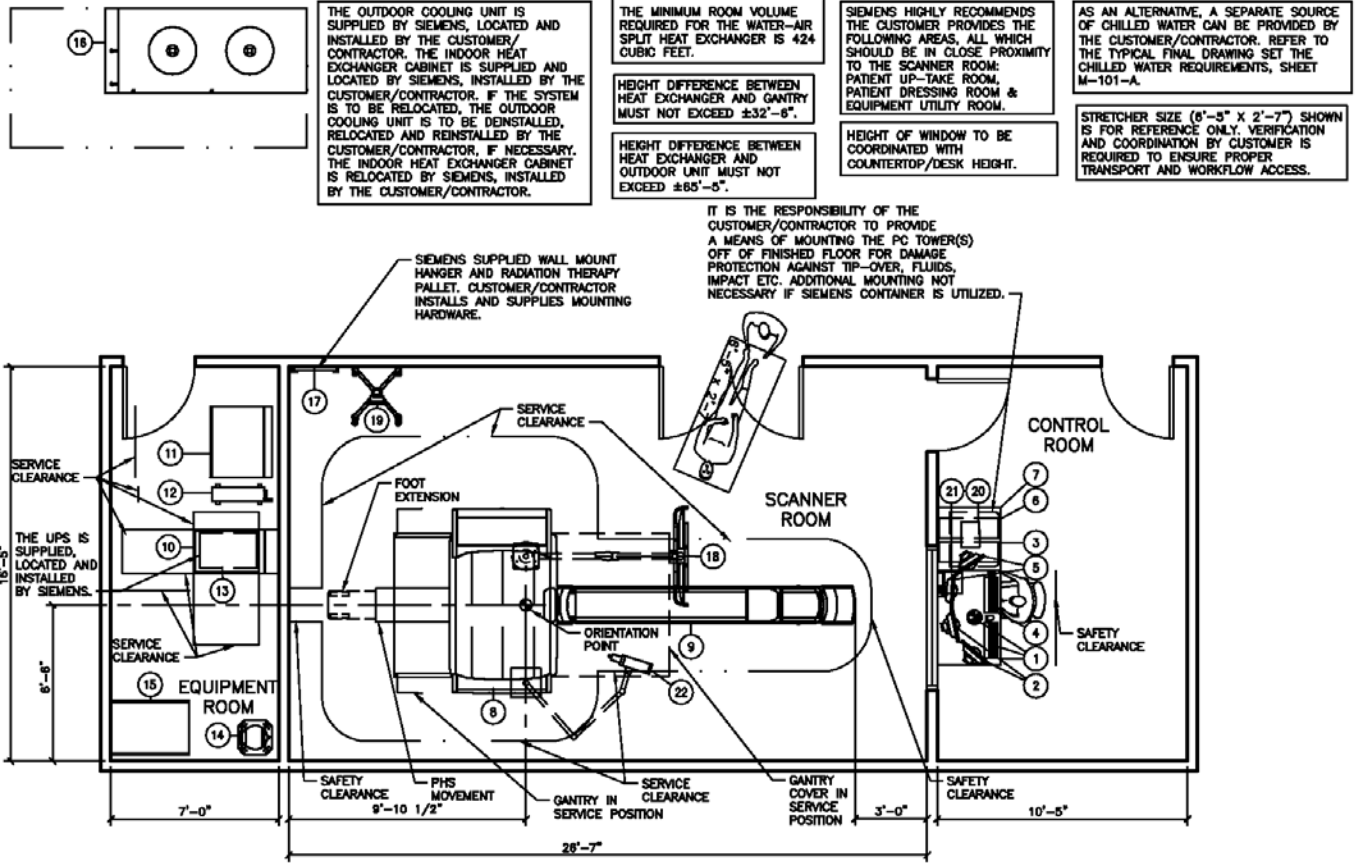
SIEMENS

BIOGRAPH VISION TYPICAL ROOM PLAN



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

BIOGRAPH VISION TYPICAL ROOM PLAN



TYPICAL PLAN

SCALE: 1/8" = 1'-0"

BIOGRAPH VISION SPECIFICATIONS

EQUIPMENT LEGEND								
NO	DESCRIPTION	SMS SYM	WEIGHT (LBS)	BTU/HR TO AIR	DIMENSIONS (INCHES)			REMARKS
					W	D	H	
①	OPERATING CONTROL CONSOLE W/KEYBOARD AND CONTROL BOX	⊖	91	–	47 1/4	31 1/2	28 3/4	DESIGN FROM YEAR 09/2006
②	19" FLAT SCREEN DUAL CONTROL MONITORS	⊖	29	2,047	8 3/8	16 1/2	16 1/8	ON CUSTOMER'S COUNTER
③	SYNGO ACQUISITION WORKPLACE	⊖	<55	1,706	6 7/8	16 9/16	15 9/16	OFF FLOOR/IN CONTAINER
④	IMAGE EVALUATION KEYBOARD – BIOGRAPH ADVANCED WORKFLOW (OPTION)	⊖	–	–	–	–	–	ON CUSTOMER'S COUNTER
⑤	19" FLAT SCREEN DUAL MONITORS FOR IES – BIOGRAPH ADVANCED WORKFLOW (OPTION)	⊖	29	2,047	8 3/8	16 1/2	16 1/8	ON CUSTOMER'S COUNTER
⑥	SYNGO EVALUATION WORKPLACE – BIOGRAPH ADVANCED WORKFLOW (OPTION)	⊖	<55	1,706	6 7/8	16 9/16	15 9/16	OFF FLOOR/IN CONTAINER
⑦	CONTAINER & CONTAINER TABLE FOR ICS/IES (OPTION)	⊖	67	–	31 1/2	31 1/2	28 3/8	HOUSING FOR ICS/IES
⑧	BIOGRAPH VISION GANTRY 450 600 450 EDGE 600 EDGE	⊖	6,898	6,824	92 5/16	53 1/2	80 1/4	*ADDITIONAL HEAT DISSIPATED TO WATER 54,594 BTU/HR
⑨	PATIENT TABLE	⊖	1,587	–	19 5/16	148 7/8	48	BTU/HR INCLUDED WITHGANTRY
⑩	COMMON POWER DISTRIBUTION UNIT	⊖	952	5,118	27 5/8	35 11/16	66 1/4	OFF FLOOR
⑪	POWER DISTRIBUTION CABINET & UPS	⊖	<1,374	6,824	27 1/2	35 3/8	76 7/8	UPS LOCATED INSIDE OF PDC
⑫	IMAGE RECONSTRUCTION SYSTEM	⊖	106	2,388	10 1/16	30 1/8	19 11/16	OFF FLOOR
⑬	PET GANTRY UPS (OPTION)	⊖	106	1,706	17 1/2	28 1/2	6	LOCATED INSIDE cPDU
⑭	LEAD PIG – PHANTOM SOURCE CONTAINER	⊖	500	–	17	17	25 1/2	RADIOACTIVE SOURCE STORAGE
⑮	HEAT EXCHANGER CABINET – WATER/AIR SPLIT (OPTION)	⊖	911	3,412	39 3/8	27 1/4	77	ON FLOOR
⑯	OUTDOOR UNIT – WATER/AIR SPLIT (OPTION)	⊖	410	102,364	100 3/4	42 1/8	44 5/16	
⑰	RTP PALLET (OPTION)	⊖	23.5	–	21	10	80 1/2	SIEMENS/CUSTOMER SUPPLIED WALL MOUNTED.
⑱	ADAPTIVE 3D INTERVENTION CEILING SUPPORT DUAL MONITOR (OPTION)	⊖	156	–	–	–	–	CEILING MOUNTED
⑲	i-CONTROL TROLLEY (OPTION)	⊖	–	–	–	–	–	MOBILE CART
⑳	MEDRAD DISPLAY CONTROL UNIT (OPTION)	⊖	8	–	12 1/2	9	13 1/2	HEIGHT WITH SCREEN UP
㉑	MEDRAD BASE UNIT (OPTION)	⊖	14	–	11	8 3/4	11 1/2	UNDER COUNTER ON SHELF
㉒	CEILING MOUNTED MEDRAD INJECTOR (OPTION)	⊖	106	–	–	–	–	SEE MFG SPECIFICATIONS

FOR MORE INFORMATION

FOR MORE DETAILED PLANNING REQUIREMENTS FOR THIS SYSTEM, SEE THE TYPICAL FINAL DRAWING SET NUMBER: TYPICAL #18070

BIOGRAPH VISION SPECIFICATIONS

FINISHED ROOM HEIGHT

BIOGRAPH VISION GANTRY ONLY	RECOMMEND 8'-0" MINIMUM 7'-5"
ADAPTIVE 3D INTERVENTION MONITOR/CEILING MOUNT	SEE DETAIL ON S-102 SHEET
CEILING MOUNT INJECTOR	MINIMUM 8'-9 1/2"

CASEWORK & ACCESSORY NOTES

- 1) ALL CASEWORK IS EITHER EXISTING OR IS TO BE DESIGNED, DETAILED, FURNISHED AND INSTALLED BY THE CUSTOMER AND/OR CONTRACTOR. FOLLOW DESIGN RECOMMENDATIONS INCLUDED HERewith, AS THEY ARE ESSENTIAL FOR THE SUCCESSFUL INSTALLATION & OPERATION OF THE SIEMENS EQUIPMENT.
- 2) ALL FURNITURE (CHAIRS, ETC.) FOR THE CONTROL ROOM ARE TO BE PROVIDED BY THE CUSTOMER.

REMOTE SYSTEM DIAGNOSTICS

SIEMENS REMOTE SERVICES (SRS) REQUIRES A CONNECTION BETWEEN THE SRS REMOTE SERVER AND SIEMENS SYSTEMS VIA REMOTE LOCAL AREA NETWORK ACCESS, TO ENSURE THE UPTIME OF YOUR SYSTEM. A CUSTOMER VPN CAPABLE FIREWALL OR OTHER VPN APPLIANCE IS PREFERRED.

NOISE LEVEL

SYSTEM COMPONENT	DECIBEL LEVEL (AT 3'-3" DISTANCE)
PET/CT GANTRY	<68
PHS	<68
cPDU CABINET	≤55
PDC CABINET	≤55
IRS	<54
CWC CABINET (OPTION)	≤55
HEAT EXCHANGER - WATER/AIR SPLIT (OPTION)	<55
MARS2 (OPTION)	<50

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

ENVIRONMENTAL REQUIREMENTS

CLIMATE CONTROL MUST BE PROVIDED 24 HOURS A DAY, 7 DAYS A WEEK. TEMPERATURE SETBACKS ARE NOT ALLOWED. PLEASE SEE EQUIPMENT LEGEND FOR SITE SPECIFIC HEAT DISSIPATION.

SCANNER ROOM:

THE SCANNER ROOM SHOULD MAINTAIN BETWEEN 64°F-82°F (± 2.7°F PER HR.) AND A RELATIVE HUMIDITY OF 20-75% WITH DewPoint BELOW 63°F. A BAROMETRIC PRESSURE: 10.9 TO 15.4 PSI. AIR CONDITIONING MUST BE PROVIDED 24 HRS A DAY, 7 DAYS A WEEK.

EQUIPMENT ROOM:

THE EQUIPMENT ROOM SHOULD MAINTAIN BETWEEN 64°F-86°F AND A RELATIVE HUMIDITY OF 20-75% WITH DewPoint BELOW 63°F. A BAROMETRIC PRESSURE: 10.9 TO 15.4 PSI. AIR CONDITIONING MUST BE PROVIDED 24 HRS A DAY, 7 DAYS A WEEK.

CONTROL ROOM:

THE CONTROL ROOM SHOULD MAINTAIN BETWEEN 64°F-82°F AND A RELATIVE HUMIDITY OF 20-75%. A BAROMETRIC PRESSURE: 10.9 TO 15.4 PSI.

EXTERIOR AIR VENTS SHOULD BE EQUIPPED WITH A FILTRATION SYSTEM OF THE FILTER CLASS EU3 TO EU4 TO FILTER DUST PARTICLES UP TO >10µm.

IF IT IS NOT POSSIBLE TO MAINTAIN THE TEMPERATURE RANGE REQUIRED TO MEET THE NEEDS OF CHANGING SEASONS, ON-SITE ROOM HEATING AND AIR CONDITIONING IS REQUIRED.

THE ROOM VENTILATION HAS TO ENSURE THAT NOXIOUS MATTERS DO NOT ENTER THE ROOM. POLLUTION THROUGH HYDROGEN SULPHIDE, REGARDLESS HOW SMALL THE AMOUNT IN THE AIR HAS TO BE PREVENTED. THE MOST COMMON SOURCES FOR HYDROGEN SULFIDES ARE:

EXHAUST FUMES AND WASTE WATER OF FILM PROCESSORS.
EXPOSED SEWER DRAINAGE - NON SYPHON INCLUDED.
SEWER PIPE OR IN FLOOR DRAIN.
EXHAUST FUMES FROM DIESEL POWER UNITS
EMERGENCY POWER, ETC.

IF A DANGER OF SUCH CONTAMINATION EXISTS, CORRECTIVE ACTIONS IS REQUIRED E.G.,

EXTRACTOR FANS
SIPHON
MODIFICATION OF VENTILATION INTAKE, ETC.

RADIATION SAFETY

LEAD OR EQUIVALENT SHIELDING MAY BE REQUIRED IN THE WALLS OF THE SCANNER ROOM, HOTLAB AND/OR PATIENT PREPARATION AREAS. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO VERIFY WITH THE SITE'S RADIATION SAFETY OFFICER THAT RADIATION DOSE RATES FROM THE PET PATIENT AND/OR ISOTOPE WILL NOT EXCEED LOCAL RADIATION SAFETY GUIDELINES IN THE ROOM ADJACENT TO SCANNER, HOTLAB, AND/OR PATIENT PREPARATION AREAS.

IMPROPER SHIELDING MAY AFFECT CAMERA'S PERFORMANCE.

BIOGRAPH VISION SPECIFICATIONS

RADIATION AND STORAGE CONSIDERATIONS

THE CT PRODUCES RADIATION WHILE PERFORMING BIOGRAPH VISION. RADIATION CONCERNS FOR PET LIE IN THE USE OF RADIOACTIVE ISOTOPES FOR CLINICAL SCANNING OR SERVICE SCANS.

A STORAGE AREA MUST BE DESIGNATED FOR SOURCES UNTIL INSTALLATION TO LIMIT EXPOSURE.

ADDITIONAL RADIATION CONSIDERATIONS:

STATIC MAGNETIC FIELD: $B < 100 \mu\text{T}$

MAGNET FIELD VARIATION: $\Delta B_{\text{eff}} < 25 \mu\text{T}$

BACKGROUND RADIATION: $< 10 \mu\text{Sv/h}$ (1mR/h) 6 FT FROM CENTER OF FIELD OF VIEW

RADIOACTIVE SOURCES

THE FOLLOWING RADIOACTIVE SOURCES ARE REQUIRED AT THE TIME OF DELIVERY FOR CALIBRATION:

Ge-68 (GERMANIUM-68) LINE SOURCES
QUANTITY OF TWO LINE SOURCES

Ge-68 (GERMANIUM-68) CYLINDRICAL PHANTOMS

IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN THESE SOURCES.

SOURCE PROVIDERS WILL NOT SHIP SOURCES TO SITE WITHOUT A VALID RAM LICENSE.

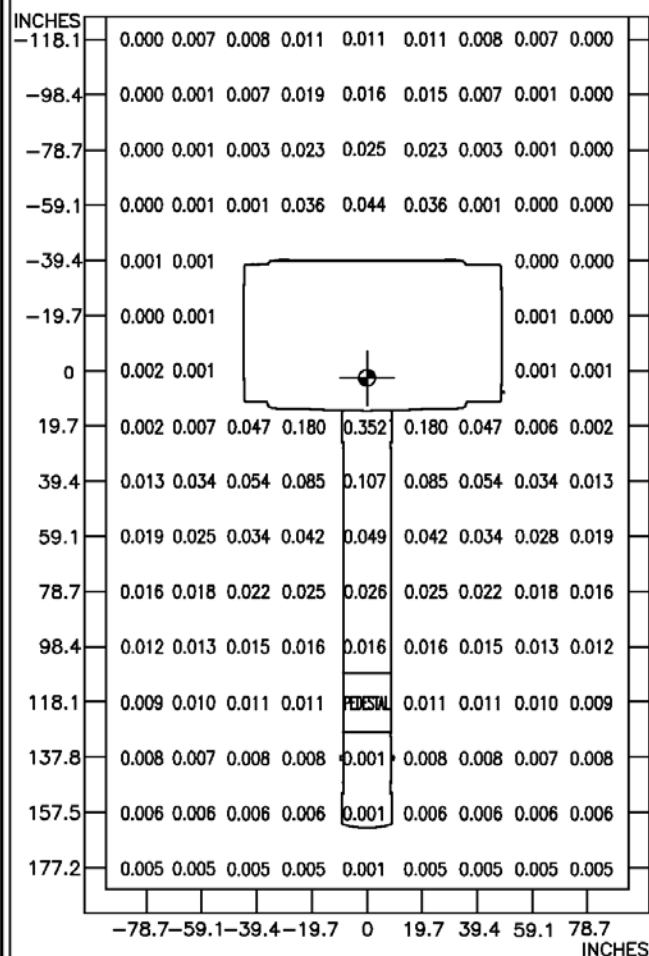
RAM LICENSE

A VALID RAM LICENSE IS REQUIRED 4 WEEKS BEFORE SYSTEM DELIVERY.

SOURCE PROVIDERS WILL NOT SHIP THE SOURCES TO THE SITE WITHOUT A RAM LICENSE.

IT IS THE CUSTOMER'S RESPONSIBILITY TO WORK WITH THEIR RADIATION SAFETY OFFICER AND THE GOVERNMENT AGENCY TO SECURE THE RAM LICENSE.

RADIATION SCATTER



BIOGRAPH VISION

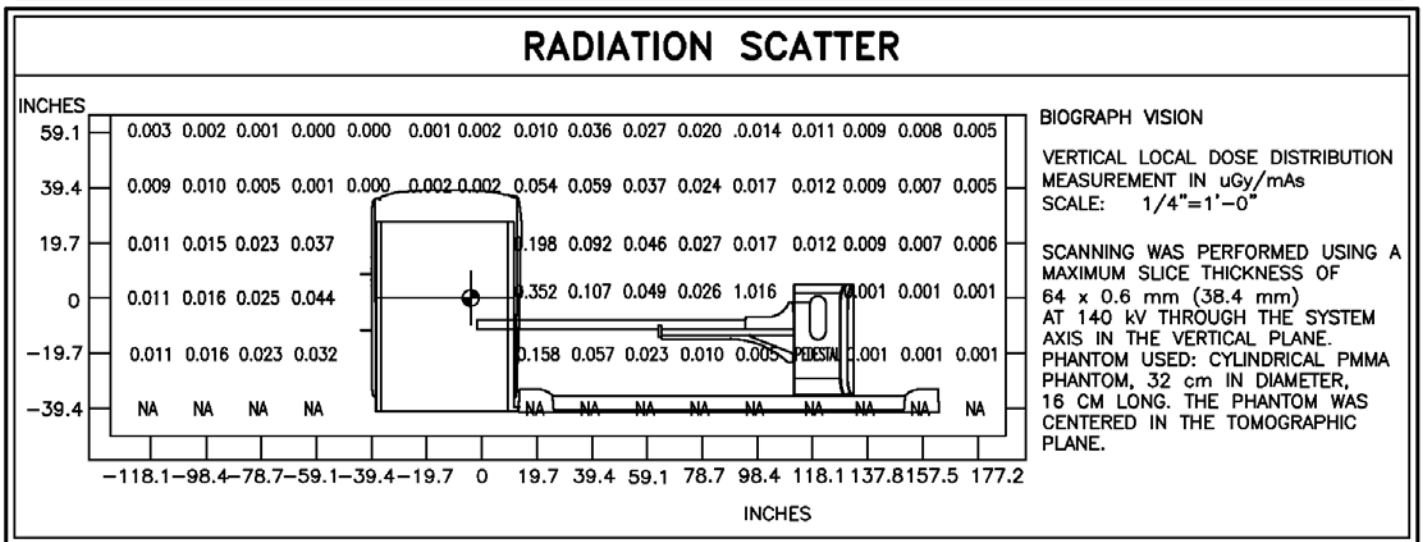
HORIZONTAL LOCAL DOSE DISTRIBUTION

MEASUREMENT IN $\mu\text{Gy/mAs}$

SCALE $1/4"=1'-0"$

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

BIOGRAPH VISION SPECIFICATIONS



GANTRY COOLING

THE GANTRY IS COOLED WITH CHILLED WATER IN A CLOSED LOOP CONNECTION FROM THE HEAT EXCHANGER. THE HEAT EXCHANGER CABINET IS COOLED WITH CHILLED WATER IN A CLOSED LOOP CONNECTION FROM AN OUTDOOR COOLING UNIT. THE AMBIENT AIR TEMPERATURE RANGE REQUIRED FOR THE OUTDOOR COOLING UNIT IS -22' TO 122' (-22' TO 122' WITH FLOW HEATER OPTION). BTU/HR TO AIR (EXHAUST) IS 119,425.

CHILLED WATER

THE GANTRY IS COOLED WITH CHILLED WATER IN A CLOSED LOOP CONNECTION FROM THE ON-SITE CHILLED WATER SUPPLY. AN ON-SITE CONNECTION TO THE CHILLED WATER SUPPLY MUST BE AVAILABLE TO SUPPLY THE MANIFOLD LOCATED INSIDE THE GANTRY. THE REQUIRED WATER TEMPERATURE IS 39°F TO 54°F. THE WATER TEMPERATURE OF THE ON SITE COOLING CIRCUIT CANNOT BE < 39°F. THE NOMINAL OPERATING PRESSURE IS 29 TO 87 PSI, (MAX. 145 PSI). THE MINIMUM FLOW RATE DEPENDS ON THE WATER TEMPERATURE. THE WATER SUPPLY AND PUMP CAPACITY MUST BE CAPABLE OF MAINTAINING THE MINIMUM PRESSURE DIFFERENTIAL AT THE REQUIRED TEMPERATURE AND FLOW RATE. HEAT DISSIPATION TO THE WATER IS 54,594 BTU/HR.

POWER REQUIREMENTS

SYSTEM	SUPPLY VOLTAGE (VOLTS)	POWER CONSUMPTION (kVA)	SUPPLY IMPEDANCE (mΩ)	BREAKER (AMPS) "A"
BIOGRAPH VISION 100kW	3 ϕ 480/277Y ±10%	SEE BELOW	≤ 125	150

POWER CONSUMPTION WITH STANDARD WATER/WATER OPERATION - 150 kVA MOMENTARY ≤ 5 SEC.
SYSTEM ON (STAND-BY) - 14 kVA
SYSTEM ON (COMP ON) - 12.5 kVA
SYSTEM OFF - 11.2 kVA
POWER CONSUMPTION WITH OPTIONAL WATER/AIR SPLIT AND FLOW HEATER

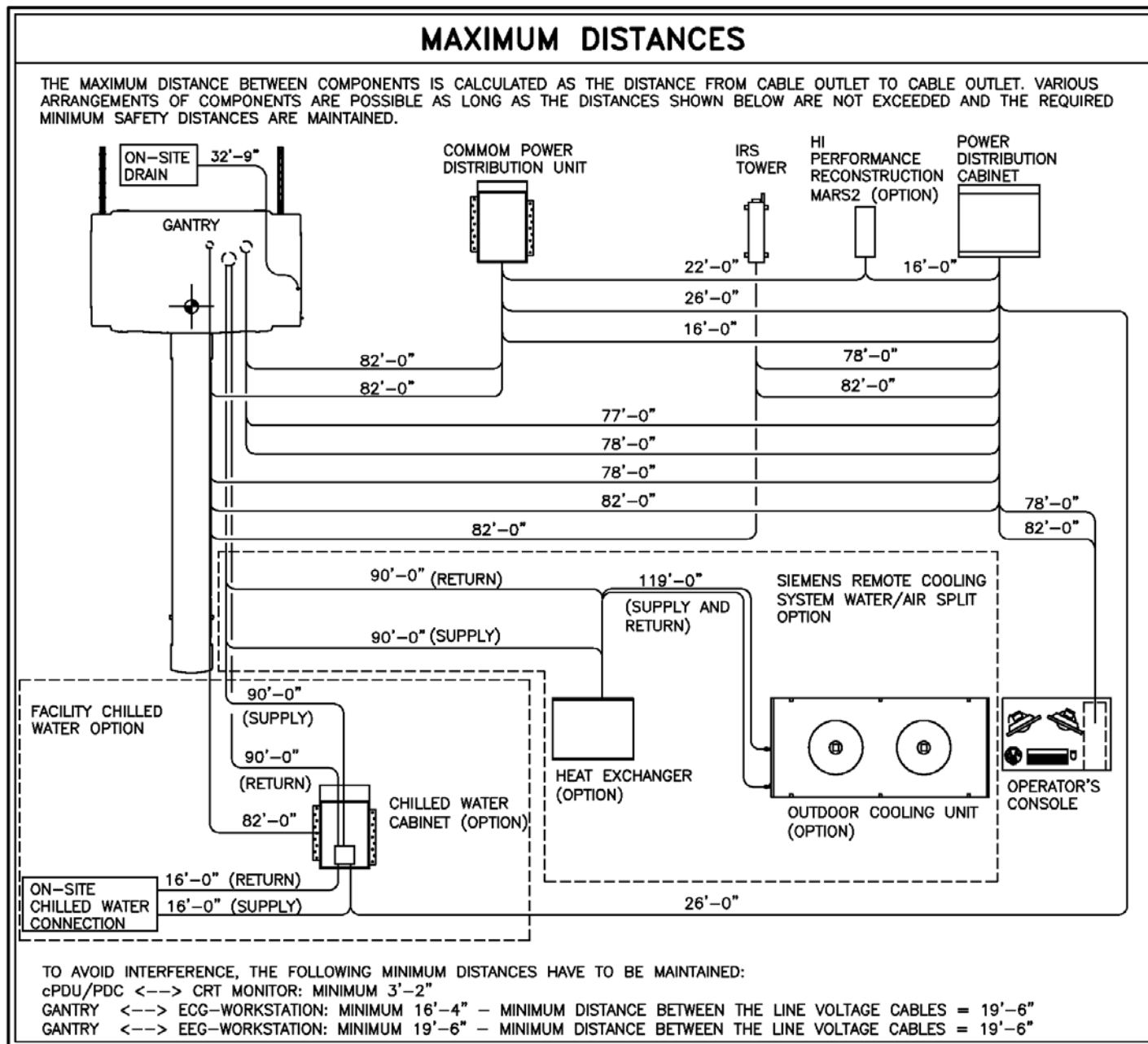
OPERATION - 150 kVA MOMENTARY ≤ 5 SEC.
SYSTEM ON (STAND-BY) - 45 kVA (19 kVA HEAT EXCHANGER AND 12 kVA FOR FLOW HEATER)
SYSTEM ON (COMP ON) - 43.5 kVA (19 kVA HEAT EXCHANGER AND 12 kVA FOR FLOW HEATER)
SYSTEM OFF - 23.2 kVA (12 kVA FOR FLOW HEATER)

IF AN ON-SITE TRANSFORMER IS REQUIRED TO OBTAIN BIOGRAPH VISION OPERATING VOLTAGE, IT MUST BE OF SUFFICIENT CAPACITY AND CHARACTERISTICS TO MAINTAIN SUPPLY VOLTAGE AND IMPEDANCE REQUIREMENTS (TRANSFORMER AND CONDUCTORS).

DO NOT CONNECT ANY EXTERNAL UNITS TO THE BIOGRAPH VISION POWER LINES.

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

BIOGRAPH VISION SPECIFICATIONS



BIOGRAPH VISION SPECIFICATIONS

FLOOR REQUIREMENTS

THE ENGINEER OF RECORD OF THE BUILDING SHALL PROVIDE SUPPORT STRUCTURE DESIGNED TO SUPPORT ALL WEIGHTS AND FORCES. THE ENGINEER OF RECORD FOR THE BUILDING AND SIEMENS ENGINEERING SHALL JOINTLY REVIEW DEVIATIONS FROM THE FOLLOWING REQUIREMENTS.

IT IS THE CUSTOMER'S RESPONSIBILITY TO CONTRACT A QUALIFIED SPECIALIST TO IMPLEMENT SITE MODIFICATIONS THAT MEET THESE SPECIFIC LIMITS AND TO DESIGN STRUCTURAL SOLUTIONS IN CASE OF DEVIATIONS.

1) THE MINIMUM ALLOWABLE CONCRETE THICKNESS FOR NONSEISMIC REGIONS OF THE SCANNER ROOM FLOOR IS 4.5".

2) THE CONDITIONS OF FLOORING, VIBRATION-FREE LOCATION, AND/OR INSTALLATION OF THE GANTRY AND PATIENT TABLE ONLY ON:

CONCRETE FLOORING
CONCRETE CLASS C20/25 TO C50/60
ACCORDING TO DIN 1045-1. DIN 1045-2

ACCEPTABLE FLOOR STRUCTURAL MATERIALS FOR LOAD BEARING AREAS OF THE BIOGRAPH VISION GANTRY AND PHS ARE RESTRICTED TO CONCRETE, STEEL, OR HIGH AGGREGATE EPOXY GROUTS: SUCH AS EPOGROUT 758 OR MASTERFLOW 648. THE FLOOR STRUCTURE FOR THE LOAD BEARING AREAS SHALL NOT CONTAIN COMPLIANT MATERIALS THAT ARE SUBJECT TO MOVEMENT WITH THE PASSAGE OF TIME; SUCH AS LEAD, WOOD OR SAND/MORTAR MIXES.

3) THE CONCRETE PROPERTIES:

COMPRESSIVE STRENGTHS:
MINIMUM COMPRESSIVE STRENGTH 20 MPa (2,900 psi).
RECOMMENDED COMPRESSIVE STRENGTH 28 MPa (4,000 psi).

COMPRESSIVE MODULUS OF ELASTICITY:

CONCRETE SHALL BE > 20684 MPa (3,000,000 psi).

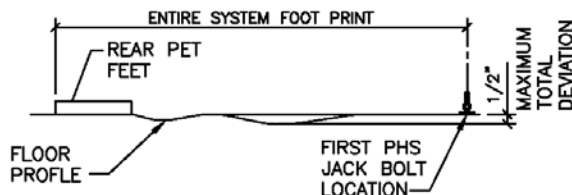
FLEXURAL MODULUS OF ELASTICITY:
CONCRETE SHALL BE > 20684 MPa (3,000,000 psi).

CONCRETE MUST BE CURED AT LEAST 28 DAYS PRIOR

TO MACHINE INSTALLATION. CONCRETE FLOORING TO BE TESTED BY A STRUCTURAL ENGINEER.

4) THE EVENNESS AND LEVELNESS OF THE FLOOR:

LEVELNESS:
VARIATION OF THE FLOOR LEVELNESS IN THE GANTRY AND PHS AREAS SHOULD NOT EXCEED .5 INCHES OVER THE ENTIRE FOOTPRINT OF THE SYSTEM. VARIATION IS TO BE MEASURED AT THE GANTRY AND PHS MOUNTING POINTS.



5) THE FLOOR COVERING REQUIREMENTS:

DUE TO THE POTENTIAL FOR FLOOR COVERING TO SINK OVER TIME, ALL FLOOR COVERING SHALL BE REMOVED UNDER THE GANTRY AND PHS/

INSTALLATION OF THE BIOGRAPH VISION ON A FLOATING FLOOR WITHOUT SUB-CONSTRUCTIONS IS PROHIBITED.

6) THE MACHINE BASE PAD (OPTIONAL) TO BE CREATED AND ADHERE TO THE CONCRETE FLOOR WITH THE APPROVAL FROM THE SITE ENGINEER OF RECORD USING GROUTING MATERIAL EPOGROUT 758 (L&M CONSTRUCTION CHEMICALS, INC 1-800-362-3331) OR MASTERFLOW 648 (BASF 1-800-243-6739) TO ADDRESS THE FOLLOWING CONDITIONS:

TO INCREASE THE FLOOR THICKNESS.
TO CORRECT LEVELNESS OF THE FLOOR.
EXCESSIVE INTERFERENCE BETWEEN MOUNTING ANCHORS AND REBAR.

REPAIR CONCRETE HOLES.
REQUIRED 3" MACHINE BASE PAD WHEN UTILIZING SURFACE MOUNT DUCT UNDER THE GANTRY.

THE MACHINE BASE SHOULD BE MINIMUM OF 1" AND A MAXIMUM OF 2 1/2" THICK, UNLESS UTILIZING SURFACE MOUNT DUCT UNDER THE GANTRY 3" THICK REQUIRED AND APPLIED DIRECTLY TO A CLEAN CONCRETE SURFACE WITH NO INTERMEDIATE MATERIALS BETWEEN THE CONCRETE AND THE EPOGROUT.

IF THE MACHINE BASE PAD IS USED, SOLID ALUMINUM SPACERS (SUPPLIED BY THE CUSTOMER) WITH NO INTERMEDIATE MATERIALS WILL BE NEEDED BENEATH THE PET GANTRY SERVICE RAILS. EACH SPACERS MUST HAVE A HEIGHT MATCHING THE HEIGHT OF THE MACHINE BASE PAD AND MUST BE 31" LONG AND 4" WIDE. CUSTOMER/CONTRACTOR IS RESPONSIBLE FOR HAVING THE SPACERS CUSTOM BUILT TO THESE DIMENSIONS.

7) THE ANCHOR PROPERTIES:

TENSION CAPABILITY:
ALLOWABLE TENSION LOAD CAPABILITY FOR EMBEDDED CONCRETE ANCHORS SHALL BE GREATER THAT 1000.0 LB.

ANCHOR DEPTH:
ANCHOR EMBEDMENT DEPTH AND CONCRETE THICKNESS SHALL COMPLY WITH ICBO GUIDELINES FOR THE ANCHOR.

4" DRILL DEPTH TYPICAL FOR ADHESIVE ANCHORING.

BIOGRAPH VISION SHALL BE FASTENED TO THE FLOOR AND/OR MACHINE BASE PAD WITH GRADE 5, 1/2"-13 UNC-2A THREADED FASTENERS SUPPLIED BY SIEMENS.

MINIMUM EXTRACTION FORCE ACCORDING TO THE IEC 60601-1 SAFETY FACTOR OF 4 MUST BE OBSERVED.

BIOGRAPH VISION SPECIFICATIONS

TRANSPORT AND DELIVERY

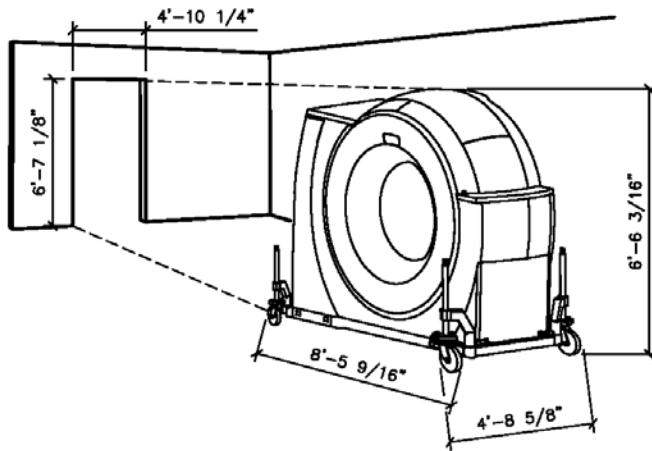
TOTAL CT GANTRY TRANSPORT DEVICE WEIGHT: 5,267 LBS.

CT GANTRY WITHOUT COVERS AND TRANSPORT DEVICE: 5,026 LBS.

CT TRANSPORT DEVICE: 417 LBS.

NORMAL TRANSPORT REQUIREMENTS:

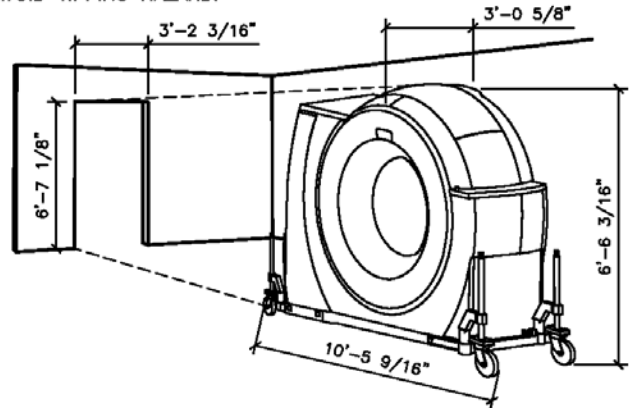
DURING THE MOVEMENT OF THE GANTRY THROUGH CORRIDORS THE TRANSPORT CASTERS ARE SWIVELED OUT FOR STABILITY. SEE MAXIMUM WIDTH AND MINIMUM LENGTH ABOVE FOR TRANSPORT CASTERS SWIVELED OUT.



NARROW SPACE TRANSPORT REQUIREMENTS:

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

AS SOON AS THE SYSTEM PASSES THROUGH THE NARROW SPACE THE TRANSPORT CASTER MUST BE SWIVELED OUT TO AVOID TIPPING HAZARD.



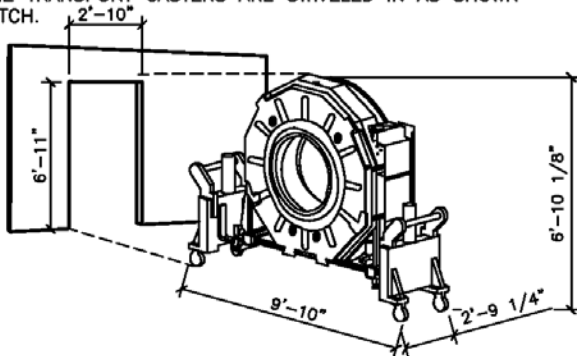
TOTAL PET GANTRY TRANSPORTING DEVICE AND STABILIZER WEIGHT: 2,815 LBS.

PET GANTRY TRANSPORT DEVICE: 532 LBS.

PET GANTRY STABILIZER: 100 LBS.

NORMAL TRANSPORT REQUIREMENTS:

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



FLOOR LOAD DURING TRANSPORT FOR BOTH GANTRIES:

ACCESS FLOORS HAVE TO BE DESIGNED FOR A WEIGHT CAPACITY OF A MINIMUM OF 882 LBS. PER SLAB/PLATE. DURING TRANSPORT OF THE GANTRIES, THE LOAD MAY BE HIGHER AT CERTAIN INDIVIDUAL POINTS DUE TO UNEVEN FLOORING. IF REQUIRED, COVER THE TRANSPORT ROUTE WITH METAL SHEETS FOR LOAD DISTRIBUTION.

LIFTING GANTRIES WITH CRANE:

IF GANTRIES NEED TO BE LIFTED CRANING BASKET MUST BE USED.

PET GANTRY STABILIZER CAN BE REMOVED ONLY DURING TRANSPORT THROUGH THE DOOR WAY TO LOWER THE GANTRY HEIGHT 6'-5" MINIMUM AT THE TIME OF INSTALL.

Attachment 3
Capital Cost Worksheet

Projected Capital Cost Form

Building Purchase Price	N/A
Purchase Price of Land	N/A
Closing Costs	N/A
Site Preparation	\$ 10,000
Construction/Renovation Contract(s)	\$5,000
Landscaping	N/A
Architect / Engineering Fees	\$10,000
Medical Equipment	\$ 2,497,062
Non-Medical Equipment	N/A
Furniture	N/A
Consultant Fees (specify)	N/A
Financing Costs	N/A
Interest during Construction	N/A
Other (State Plan Submission)	\$2,500
Total Capital Cost	\$ 2,524,562

CERTIFICATION BY A LICENSED ARCHITECT OR ENGINEER

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

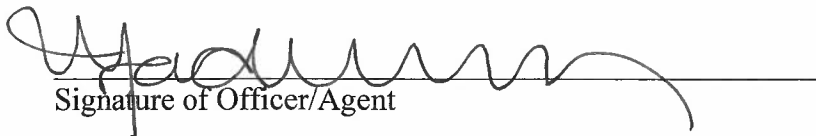


Signature of Licensed Architect or Engineer

Date Signed: 04/12/2022

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: 4/13/22

President

Title of Officer/Agent

Attachment 4
License Renewal Application

North Carolina Department of Health and Human Services
Division of Health Service Regulation
Acute and Home Care Licensure and Certification Section
Regular Mail: 1205 Umstead Drive
2712 Mail Service Center
Raleigh, North Carolina 27699-2712
Overnight UPS and FedEx only: 1205 Umstead Drive
Raleigh, North Carolina 27603
Telephone: (919) 855-4620 Fax: (919) 715-3073

For Official Use Only

License # H0272 Medicare # **340070**
FID #: 954565
PC _____ Date _____

License Fee: \$4,715.00

**2022
HOSPITAL LICENSE
RENEWAL APPLICATION**

Legal Identity of Applicant: **Alamance Regional Medical Center, Inc.**
(Full legal name of corporation, partnership, individual, or other legal entity owning the enterprise or service.)

Doing Business As
(d/b/a) name(s) under which the facility or services are advertised or presented to the public:

PRIMARY: **Alamance Regional Medical Center**
Other: _____
Other: _____

Facility Mailing Address: PO Box 202
Burlington, NC 27216-0202

Facility Site Address: 1240 Huffman Mill Rd
Burlington, NC 27215
County: Alamance
Telephone: (336)538-7450
Fax: (336)538-7425

Administrator/Director: Mark Gordon
Title: President
(Designated agent (individual) responsible to the governing body (owner) for the management of the licensed facility)

Chief Executive Officer: Mary Jo Cagle, M.D. **Title:** CEO
(Designated agent (individual) responsible to the governing body (owner) for the management of the licensed facility)

Chief Executive E-Mail: maryjo.cagle@conehealth.com

Name of the person to contact for any questions regarding this form:

Name: Melissa Shearer **Telephone:** 336-663-5600

E-Mail: melissa.shearer@conehealth.com

All responses should pertain to **October 1, 2020 through September 30, 2021**.

g. Positron Emission Tomography (PET). Campus – if multiple sites: Alamance Regional Medical Center – Main Campus

	Number of Units	Number of Procedures*		
		Inpatient	Outpatient	Total
Dedicated Fixed PET Scanner	1	10	735	745
Mobile PET Scanner	0			
PET pursuant to Policy AC-3	0			
Other PET Scanners used for Human Research only	0			

* PET **procedure** means a single discrete study of one patient involving one or more PET scans. PET **scan** means an image-scanning sequence derived from a single administration of a PET radiopharmaceutical, equated with a single injection of the tracer. One or more PET scans comprise a PET procedure. **The number of PET procedures in this table should match the number of patients reported on the PET Patient Origin Table on page 31.**

For questions, please contact Healthcare Planning and Certificate of Need at 919-855-3873.

CON Project ID numbers for all non-grandfathered fixed PET scanners on this campus: G-7738-06

Does the hospital own a mobile PET scanner that performed procedures on this campus? Yes No

If Yes, enter the CON Project ID number(s) for the mobile scanner(s): _____

If No, name of Mobile PET Provider, if any: _____

h. Other Imaging Equipment. Campus – if multiple sites: Alamance Regional Medical Center – Main Campus

	Number of Units	Number of Procedures		
		Inpatient	Outpatient	Total
Ultrasound equipment	6	2,932	9,037	11,969
Mammography equipment	3	0	32,441	32,441
Bone Density Equipment	1	0	1,124	1,124
Fixed X-ray Equipment (excluding fluoroscopic)	3	14,963	25,597	40,560
Fixed Fluoroscopic X-ray Equipment	3	594	2,135	2,729
Special Procedures/ Angiography Equipment (neuro & vascular, but not including cardiac cath.)	1	1,809	2,379	4,188
Coincidence Camera	0			
Mobile Coincidence Camera. Vendor:	0			
SPECT	2	80	732	812
Mobile SPECT. Vendor:	0			
Gamma Camera	2	187	577	764
Mobile Gamma Camera. Vendor:	0			
Proton Therapy equipment	0			

i. Lithotripsy. Campus – if multiple sites: Alamance Regional Medical Center – Main Campus

	Number of Units	Number of Procedures		
		Inpatient	Outpatient	Total
Fixed	0	0	0	0
Mobile	1	13	100	113

Lithotripsy Vendor/Owner
Piedmont Stone Center

Attachment 5

Alamance Regional Medical Center Campus Map

Map of Alamance Regional Medical Center



Attachment 6
Certificate of Need

STATE OF NORTH CAROLINA

Department of Health and Human Services

Division of Facility Services

CERTIFICATE OF NEED

for

Project Identification Number #G-7738-06

FID# 954565

**ISSUED TO: Alamance Regional Medical Center
1240 Huffman Mill Road
Burlington, NC 27215**

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) described herein. The Department may withdraw this certificate pursuant to N.C. Gen. Stat. § 131E-189 for any of the reasons provided in that law.

SCOPE: Alamance Regional Medical Center, Inc. shall acquire no more than one PET/CT scanner/Alamance County

CONDITIONS: See Reverse Side

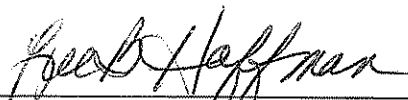
**PHYSICAL LOCATION: Alamance Regional Medical Center, Inc.
1240 Huffman Mill Road
Burlington, NC 27215**

MAXIMUM CAPITAL EXPENDITURE: \$2,940,218

TIMETABLE: See Reverse Side

FIRST PROGRESS REPORT DUE: December 31, 2007

This certificate is effective as of the 14th day of April, 2007.



Chief, Certificate of Need Section
Division of Facility Services

Project I.D. #G-7738-06
Alamance Regional Medical Center

Conditions

1. Alamance Regional Medical Center, Inc. shall materially comply with all representations made in the certificate of need application.
2. Alamance Regional Medical Center, Inc. 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. Alamance Regional Medical Center, Inc. shall acknowledge acceptance of and agree to comply with all conditions stated herein to the Certificate of Need Section in writing prior to issuance of the certificate of need.

A letter acknowledging acceptance of and agreeing to comply with the conditions was received by the Certificate of Need Section on March 26, 2007.

Timetable

Ordering equipment	December 15, 2007
Contract award	January 1, 2008
50% completion of construction	March 1, 2008
Completion of construction.....	May 1, 2008
Occupancy/offering of services	July 1, 2008