

**SSM Health St. Joseph St. Charles
Streets of Caledonia Outpatient Center**

New MRI

Project # 6107

May 2024



Certificate of Need Program
NEW OR ADDITIONAL EQUIPMENT APPLICATION
 Applicant's Completeness Checklist and Table of Contents

Project Name: SSM Health St. Joseph St. Charles New MRI Project No: #6107

Project Description: New MRI unit for new Outpatient Center

Done Page N/A Description

Divider I. Application Summary:

- ✓ 4 1. Applicant Identification and Certification (Form MO 580-1861)
- ✓ 5 2. Representative Registration (Form MO 580-1869)
- ✓ 6 3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs.

Divider II. Proposal Description:

- ✓ 9 & 35 1. Provide a complete detailed project description and include equipment bid quotes.
- ✓ 9 2. Provide a timeline of events for the project, from CON issuance through project competition.
- ✓ 10 3. Provide a legible city or county map showing the exact location of the project.
- ✓ 12 4. Define the community to be served and provide the geographic service area for the equipment.
- ✓ 12 5. Provide other statistics to document the size and validity of any user-defined geographic service area.
- ✓ 12 6. Identify specific community problems or unmet needs the proposal would address.
- ✓ 13 7. Provide the historical utilization for each of the past three years and utilization projections through the first three (3) **FULL** years of operation of the new equipment.
- ✓ 20 8. Provide the methods and assumptions used to project utilization.
- ✓ 9. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.
- ✓ 10. Provide copies of any petitions, letters of support or opposition received.
- ✓ 63 11. Document that providers of similar health services in the proposed service area have been notified of the application by a public notice in the local newspaper.
- ✓ 62 12. Document that providers of all affected facilities in the proposed service area were addressed letters regarding the application.

Divider III. Service Specific Criteria and Standards:

- ✓ 20 1. For new units, address the minimum annual utilization standard for the proposed geographic service area.
- ✓ 2. For any new unit where specific utilization standards are not listed, provide documentation to justify the new unit.
- ✓ 3. For additional units, document compliance with the optimal utilization standard, and if not achieved, provide documentation to justify the additional unit.
- ✓ 4. For evolving technology address the following:
 - ✓ - Medical effects as described and documented in published scientific literature;
 - ✓ - The degree to which the objectives of the technology have been met in practice;
 - ✓ - Any side effects, contraindications or environmental exposures;
 - ✓ - The relationships, if any, to existing preventive, diagnostic, therapeutic or management technologies and the effects on the existing technologies;
 - ✓ - Food and Drug Administration approval;
 - ✓ - The need methodology used by this proposal in order to assess efficacy and cost impact of the proposal;
 - ✓ - The degree of partnership, if any, with other institutions for joint use and financing.

Divider IV. Financial Feasibility Review Criteria and Standards:

- ✓ 25 1. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.
- ✓ 24 2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) **FULL** years beyond project completion.
- ✓ 22 3. Document how patient charges are derived.
- ✓ 22 4. Document responsiveness to the needs of the medically indigent.

Divider I

Application Summary



Certificate of Need Program

APPLICANT IDENTIFICATION AND CERTIFICATION

The information provided must match the Letter of Intent for this project, without exception.

1. Project Location (Attach additional pages as necessary to identify multiple project sites.)

Table with 2 columns: Title of Proposed Project, Project Number, Project Address, County. Values: SSM Health St. Joseph St. Charles New MRI, #6107, 301 Caledonia Pkwy, O'Fallon MO 63368, St. Charles

2. Applicant Identification (Information must agree with previously submitted Letter of Intent.)

Table with 3 columns: List All Owner(s), Address, Telephone Number. Includes a section for List All Operator(s) with the same columns.

3. Ownership (Check applicable category.)

- Nonprofit Corporation, Partnership, Individual, Corporation, City, County, District, Other

4. Certification

In submitting this project application, the applicant understands that: (A) The review will be made as to the community need for the proposed beds or equipment in this application; (B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area; (C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute; (D) A CON shall be subject to forfeiture for failure to incur an expenditure on any approved project six (6) months after the date of issuance, unless obligated or extended by the Committee for an additional six (6) months; (E) Notification will be provided to the CON Program staff if and when the project is abandoned; and (F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the Committee.

We certify the information and date in this application as accurate to the best of our knowledge and belief by our representative's signature below:

5. Authorized Contact Person (Attach a Contact Person Correction Form if different from the Letter of Intent.)

Table with 3 columns: Name of Contact Person, Title, Telephone Number, Fax Number, E-mail Address, Signature of Contact Person, Date of Signature. Values: Mitch Miller, Director - Strategy and Business Development, 314-989-6329, mitchell.miller@ssmhealth.com



Certificate of Need Program

REPRESENTATIVE REGISTRATION

(A registration form must be completed for each project presented.)

Project Name SSM Health St. Joseph St. Charles New MRI	Number #6107
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(Please type or print legibly.)

Name of Representative Mitch Miller	Title Director - Strategy and Business Development
--	---

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) 300 First Capitol Drive St. Charles MO 63301	Telephone Number 314-989-6329
---	----------------------------------

Address (Street/City/State/Zip Code) SSM Health
--

Who's interests are being represented?
(If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented 300 First Capitol Drive St. Charles MO 63301	Telephone Number 636-947-5000
--	----------------------------------

Address (Street/City/State/Zip Code)

Check one. Do you:

- Support
- Oppose
- Neutral

Relationship to Project:

- None
- Employee
- Legal Counsel
- Consultant
- Lobbyist
- Other (explain):

Other Information:

_____	_____
_____	_____

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: *Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in §105.478, RSMo.*

Original Signature 	Date 5/3/2024
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Certificate of Need Program

PROPOSED PROJECT BUDGET

Description

Dollars

COSTS:*

(Fill in every line, even if the amount is "\$0".)

1. New Construction Costs ***	_____
2. Renovation Costs ***	_____
3. Subtotal Construction Costs (#1 plus #2)	_____ \$0
4. Architectural/Engineering Fees	_____
5. Other Equipment (not in construction contract)	_____
6. Major Medical Equipment	_____ \$1,110,752
7. Land Acquisition Costs ***	_____
8. Consultants' Fees/Legal Fees ***	_____
9. Interest During Construction (net of interest earned) ***	_____
10. Other Costs ***	_____
11. Subtotal Non-Construction Costs (sum of #4 through #10)	_____ \$1,110,752
12. Total Project Development Costs (#3 plus #11)	_____ \$1,110,752 **

FINANCING:

13. Unrestricted Funds	_____
14. Bonds	_____
15. Loans	_____
16. Other Methods (specify)	_____
17. Total Project Financing (sum of #13 through #16)	_____ \$0 **

18. New Construction Total Square Footage	_____
19. New Construction Costs Per Square Foot *****	_____
20. Renovated Space Total Square Footage	_____
21. Renovated Space Costs Per Square Foot *****	_____

* Attach additional page(s) detailing how each line item was determined, including all methods and assumptions used. Provide documentation of all major costs.

** These amounts should be the same.

*** Capitalizable items to be recognized as capital expenditures after project completion.

**** Include as Other Costs the following: other costs of financing; the value of existing lands, buildings and equipment not previously used for health care services, such as a renovated house converted to residential care, determined by original cost, fair market value, or appraised value; or the fair market value of any leased equipment or building, or the cost of beds to be purchased.

***** Divide new construction costs by total new construction square footage.

***** Divide renovation costs by total renovation square footage.

Divider II

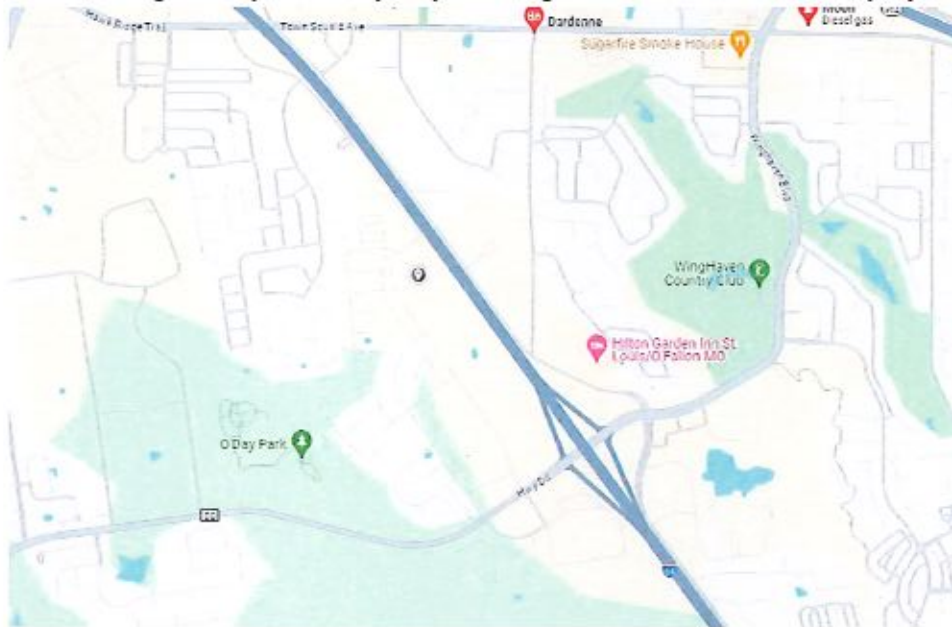
Proposal Description

- 1. Provide a complete detailed project description and include equipment bid quotes**
SSM Health St. Joseph St. Charles has a new outpatient center opening. This will be the new MRI unit that will sit at that location. Please see the equipment quote listed below.

See attached quote

- 2. Provide a timeline of events for the project, from CON issuance through project completion**
 - Equipment arrival and installation: 7/15/24
 - First case: Q4 2024
 - Invoice received: 9/19/2022
 - Payment cleared: Payment terms are as follows: 0% Down 80% Delivery 20% Installation, nothing has been nor will be paid until delivery.

- 3. Provide a legible city or county map showing the exact location of the project**



- 4. Define the community to be served**

SSM Health St. Joseph St. Charles is one of 7 SSM Health hospitals in the greater St. Louis region. SSM Health Medical Group and SLUCare Medical Group offices are widely spread throughout the entire region.

SSM Health St. Joseph St. Charles primary and secondary service areas are home to a diverse population. Patients choose the location they prefer for health services typically based on proximity to their home and/or physician's office location.

SSM Health St. Joseph St. Charles Hospital Streets of Caledonia Outpatient Center New MRI
Certificate of Need Application

Language*	Market 2023 Population	Market 2023 % of Total	Market 2028 Population	Market 2028 % of Total	Market Population % Change	National 2023 % of Total
Chinese at Home	1,711	0.35%	1,781	0.35%	4.09%	1.12%
Only English at Home	400,669	95.21%	480,627	95.21%	4.33%	78.25%
Other Asian-Pacific Lang at Home	2,236	0.46%	2,327	0.46%	4.07%	0.99%
Other Indo-European Lang at Home	2,600	0.55%	2,794	0.55%	4.25%	1.89%
Spanish at Home	10,000	2.07%	10,413	2.06%	4.13%	13.39%
All Others	6,544	1.35%	6,839	1.35%	4.51%	4.36%
Total	483,840	100.00 %	504,781	100.00 %	4.33 %	100.00 %

Household Income	Market 2023 Households	Market 2023 % of Total	Market 2028 Households	Market 2028 % of Total	Market Households % Change	National 2023 % of Total
<\$15K	7,962	4.06%	7,220	3.52%	(9.32 %)	8.63%
\$15-25K	6,262	4.21%	7,104	3.46%	(14.02 %)	7.40%
\$25-50K	28,826	14.69%	24,419	11.89%	(15.29 %)	18.61%
\$50-75K	29,896	15.23%	29,299	14.27%	(2.00 %)	16.13%
\$75-100K	28,436	14.49%	26,624	12.97%	(6.37 %)	12.60%
\$100K-200K	67,329	34.31%	73,618	35.86%	9.34%	25.15%
>\$200K	25,540	13.01%	37,033	18.04%	45.00%	11.28%
Total	196,251	100.00 %	205,317	100.00 %	4.62 %	100.00 %

Education Level**	Market 2023 Population	Market 2023 % of Total	Market 2028 Population	Market 2028 % of Total	Market Population % Change	National 2023 % of Total
Less than High School	5,746	1.63%	6,068	1.64%	5.57%	4.89%
Some High School	16,555	4.68%	17,404	4.70%	5.13%	6.64%
High School Degree	95,393	26.98%	100,133	27.07%	4.97%	26.93%
Some College/Assoc. Degree	113,602	32.13%	118,822	32.12%	4.59%	30.85%
Bachelor's Degree or Greater	122,226	34.57%	127,539	34.47%	4.35%	30.69%
Total	353,522	100.00 %	369,964	100.00 %	4.65 %	100.00 %

5. Provide population projections for the proposed geographic service area

The 5-year projected population growth is 4.19%

6. Provide other statistics to document the size and validity of any user-defined geographic service area

Please see map below of our primary and secondary service areas. St. Charles County is the specific service area.



7. Identify specific community problems or unmet needs the proposal would address.

MRI access is limited in St. Charles County, as the population continues to grow in this region the current imaging infrastructure is unable to accommodate the healthcare needs of the growing community. Current state SSM is experiencing a 23-day backlog for MRI appointments across the MRI Scanners in St Charles County. This additional MRI unit will assist SSM with providing timely care to our community.

8. Provide the historical utilization for each of the past three years and utilization projections through the first three (3) FULL years of operation of the new equipment

This is a new MRI department, therefore there is no historical data to share. Below is a summary of a similar SSM Outpatient MRI departments utilization. Based on market growth we anticipate similar volumes at this new MRI department.

2025: 1,800 exams
2026: 2,000 exams
2027: 2,200 exams

9. Provide the methods and assumptions used to project utilization.

We used current volumes as baseline then added in new provider recruits and new services growth strategies to model future utilization assumptions.

10. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input

N/A

11. Provide copies of any petitions, letters of support, or opposition received.

N/A

Divider III

Service Specific Criteria & Standards

Executive Summary- St. Charles County

(SSM Health St. Joseph Hospital - St. Charles, Lake Saint Louis, Wentzville)

Under the Patient Protection and Affordable Care Act (PPACA) enacted in 2010, nonprofit hospitals are required to conduct a Community Health Needs Assessment (CHNA) every 3 years. In the CHNA process, it is also imperative that hospitals pay specific attention to health care concerns that affect vulnerable and marginalized populations. For the 2021 Community Health Needs Assessment, SSM Health followed standard processes, consistent with IRS regulations and standards.

CHNA Process

Over a 12-month period, in collaboration with other local health systems (BJC, Mercy, St. Luke's and Shriners' Hospital for Children) and many other community partners, we conducted a community health needs assessment by gathering health and social determinants of health-related information directly from the communities we serve through a single, regional community survey, a single, regional stakeholder survey and focus groups. Due to the ongoing COVID-19 pandemic, all surveys and focus groups were conducted virtually. Of 2,915 total CHNA community survey responses, 655 were submitted from St. Charles, Warren and Lincoln County zip codes. Additionally, a total of 17 Stakeholder CHNA surveys were submitted by organizations serving St. Charles County.

Quantitative data from a variety of secondary data sources were also assessed, in addition to our own 2019 hospital utilization data, to further inform our 2022-2024 health priorities. Input received directly from our communities through surveys and focus group conversations have been incorporated to identify concerns about the health of our communities, the types of community-based programs, organizations and services that currently exist to address community needs, as well as to identify gaps and opportunities for the enhancement and advancement of services.

Each source of data: 1) Community Survey, 2) Stakeholder survey, 3) Secondary data and 4) Hospital utilization data, played an important role in helping to identify and prioritize health needs based on the level of importance to community members and the hospital's ability to contribute to measurable impact.

CHNA Alignment with our Mission

At SSM Health, we know that healthy communities don't just happen. Improving community health requires long-range, strategic efforts that take into account the entire eco-system of health by also addressing social determinants of health including, social, economic, environmental as well as political factors. Through our subsequent community health improvement plans (CHIPs), we anticipate engaging in a wide-range of activities to address and support meaningful improvements within each identified health priority.

2022-24 St. Charles County Priorities:

Overweight/Obesity



Behavioral Health



Chronic Conditions



About SSM Health and SSM Health St. Joseph Hospital St. Charles, Lake St. Louis and Wentzville



SSM Health

SSM Health is a Catholic not-for-profit health system serving the comprehensive health needs of communities across the Midwest through a robust and fully integrated health care delivery system.

Headquartered in St. Louis, SSM Health has care delivery sites in Missouri, Illinois, Oklahoma, and Wisconsin. The

health system includes 24 hospitals, more than 300 physician offices and other outpatient care sites, 10 post-acute facilities, comprehensive home care and hospice services, a pharmacy benefit company, an insurance company, a technology company and an Accountable Care Organization.

With more than 10,000 providers and 40,000 employees in four states, SSM Health is one of the largest employers in every community it serves. An early adopter of the electronic health record (EHR), SSM Health is a national leader for the depth of its EHR integration.

Through our exceptional health care services,
we reveal the healing presence of God.

SSM Health St. Joseph Hospitals

Highlights of services

The hospitals and ambulatory medical campuses are geographically distributed throughout the greater St. Charles community, offering a broad range of medical and surgical specialties in warm and welcoming environments.

Community benefit

In 2020, SSM Health St. Joseph Hospitals collectively provided \$19 M in total community benefit, comprised of \$ 9 M in charity care; and \$8 M in unpaid costs of Medicaid and other public programs.

Examples of our community benefit programs include:

Fitness Forward, providing community fitness opportunities;
Mother Odellia's Closet, providing clothing to patients in need; and
Drug Take Back bins to remove unnecessary medications from cabinets.

Community partnerships

We are proud to be part of community projects that work to improve health outcomes in the areas we serve:

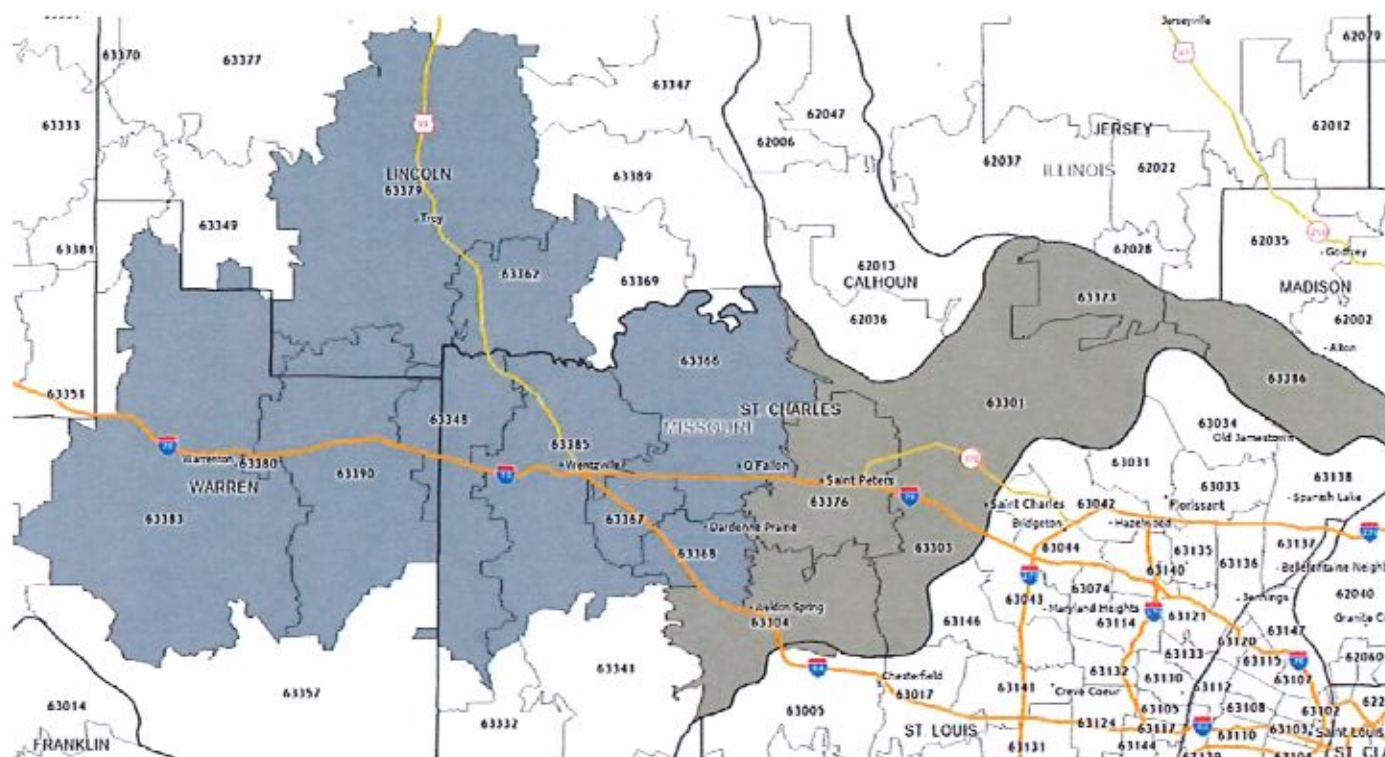
- Volunteers in Medicine
- Youth in Need
- Community Council
- Sts. Joachim & Ann Care Services
- United Way of Greater St. Louis
- The Crisis Nursery
- Compass Health
- Lindenwood University
- St. Charles Community College
- St. Charles County Ambulance District (SCCAD)
- EDC Business & Community Partners

Hospital at a glance

Admissions	18,291
Outpatient visits	183,888
ER visits	83,418
Births	1,316
Beds	625
Employees	2,400+
Medical staff	850+
Volunteers	110+
Charity care	\$25 M

Definition of community

The community we serve is defined as greater St. Charles County and includes parts of Lincoln and Warren Counties, which accounts for 80% of the total patients served by our hospitals. There are 19 zip codes that are contained within or overlap the service area. The hospitals are located in St. Charles (63301), Lake Saint Louis (63367) and Wentzville (63385). In 2020, the service area had an estimated population of 500,000 persons.



SSM Health St. Joseph Hospitals' Service Area Map



Impact Since 2018

Examples of 2019-2021 CHNA Priorities In Action!

Obesity

- Host annual Fitness Forward physical activity challenge, engaging over 1,100 residents over 6 weeks in St. Charles, Lincoln and Warren counties between 2020 and 2021
- Support of Sts. Joachim and Ann Community Garden- over 50 staff volunteer hours in 2019

Access to Care

- Partnership with Volunteers in Medicine to provide specialty health services for under/uninsured patients, serving over 1,400 lives impacted in 2020
- Free Community Vaccine Clinics for St. Charles School Districts in 2020 in collaboration with St. Charles County Health Department and IFM Community Medicine- 99 children served, 250 vaccines provided.
- Mother Odelia's Closet, providing essential items such as clothing and toiletries to patients in need- over 190 lives impacted between 2020 and 2021

Substance Abuse

- Drug Takeback Program
- Teen Drug Summit in partnership with Community Strong, over 175 lives impacted
- Art Therapy for residents experiencing heightened anxiety, disconnection, mental health and substance abuse issues, 50 lives impacted



Our Community Partners

As our hospital continues to grow, so do our community partners. This page some of the many community with which we collaborate to better serve our communities.

Community partners

- St. Charles Community College
- American Heart Association
- Barnes Jewish St. Peters
- Mercy Health
- Sts. Joachim and Ann
- Compass Health
- Youth in Need
- YMCA
- Economic Development Council (EDC) of St. Charles County
- St. Charles County Ambulance District (SCCAD)
- University of Missouri Extension-St. Charles County
- Volunteers in Medicine
- Drug Enforcement Agency
- IFM Community Medicine
- Lindenwood University
- The Crisis Nursery

Community health coalitions

- Community Strong
- CRUSH

Local public health department

- St. Charles County Department of Health



1. For new units, address the need formula for the proposed geographic service area.

St. Charles County continues to grow at a rapid pace, the location determined for this MRI will be in South O'Fallon near hundreds of new residential homes. An area that does not have robust access to healthcare services today. With this addition wait times will decrease and residents will receive care closer to home.

2. For new units, address the minimum annual utilization standard for the proposed geographic service area.

Based on current population growth in St. Charles County, we are experiencing a backlog of 23 days for the next available MRI appointment within our current MRI departments. The addition of this MRI department in a rapidly growing area of O'Fallon better serves our communities health care needs. With our current MRI departments averaging 2,200 exams last year we would anticipate this department following the same patters. This utilization would exceed the listed 2,000 three year needs rate listed in the DHSS documentation. Other facilities follow the same benchmarks and addition of this equipment will not prove impactful to those sites.

3. For any new unit where specific need and utilization standards are not listed, provide the methodology for determining need.

N/A

4. For additional units, document compliance with the optimal utilization standard, and if not achieved, provide documentation to justify the additional unit.

N/A

5. For evolving technology address the following:

- a. Medical effects as described and documented in published scientific literature

N/A

- b. The degree to which the objectives of the technology have been met in practice

N/A

- c. Any side effects, contraindications, or environmental exposures

N/A

- d. The relationships, if any, to existing preventative diagnostic, therapeutic, or management technologies and the effects on the existing technologies

N/A

- e. Food and Drug Administration approval

N/A

- f. The need methodology used by this proposal in order to assess efficacy and cost impact of the proposal

N/A

- g. The degree of partnership, if any, with other institutions for joint use and financing

N/A

Divider IV

Financial Feasibility Review

Criteria and Standards

1. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available
See attached
2. Provide Service-Specific Revenues and Expenses projected through three (3) FULL years beyond project completion

	(2025)	(2026)	(2027)
	Year 1	Year 2	Year 3
Cases	1,800	2,000	2,200
Net Revenue	\$ 964,800	\$ 1,072,000	\$ 1,179,200
Variable Cost	\$ 196,200	\$ 218,000	\$ 239,800
Fixed Cost	\$ 117,000	\$ 130,000	\$ 143,000
Total Margin	\$ 651,600	\$ 724,000	\$ 796,400

3. Document how patient charges are derived.

SSM Health employs a market-based hospital pricing strategy to align and remain competitive with Hospital IP & OP services. Ancillary Procedures (Technical/Facility Component) charges will be computed using the local peer competitor price data when available. The Medicare OPPS APC Wage Index Adjusted Payment Rate will be used as a benchmark comparison when available. The Contracting Analytics team will provide input for charges affected by payor contract fee schedules.

4. Document responsiveness to the needs of the medical indigent

SSM Health (SSM) is committed to providing financial assistance to people who are without insurance, underinsured, ineligible for a government program, or otherwise unable to pay for medically necessary care. SSM Health will provide care of emergency medical conditions to individuals regardless of their ability to pay.

Financial assistance is based on need and determined by Federal Poverty Levels, which includes income and number of family members. Financial need does not consider age, gender, race, social, or immigrant status, sexual orientation, or religious affiliation. SSM Health limits the amount charged for emergency and medically necessary care provided to patients who are eligible for financial assistance under this policy to not more than gross charges for the care multiplied by the amounts generally billed percentage.

SSM Health St. Joseph St. Charles provided \$4,903,775 in charity care for the year of 2023.

**SERVICE-SPECIFIC REVENUES AND EXPENSES****Project Title:** SSM Health St. Joseph St. Charles **Project #:** #6107**Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion***Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.*

	Year		
	<u>2025</u>	<u>2026</u>	<u>2027</u>
Amount of Utilization:*	1,800	2,000	2,200
Revenue:			
Average Charge**	\$3,655	\$3,728	\$3,802
Gross Revenue	\$6,578,208	\$7,455,300	\$8,364,862
Revenue Deductions	5,641,360	6,393,542	7,173,554
Operating Revenue	936,848	1,061,758	1,191,308
Other Revenue	0	0	0
TOTAL REVENUE	\$936,848	\$1,061,758	\$1,191,308
Expenses:			
Direct Expenses			
Salaries	276,065	319,008	364,945
Fees	0	0	0
Supplies	32,950	38,076	43,559
Other	118,456	136,883	156,594
TOTAL DIRECT	\$427,471	\$493,967	\$565,098
Indirect Expenses			
Depreciation	222,150	222,150	222,150
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	0	0	0
TOTAL INDIRECT	\$222,150	\$222,150	\$222,150
TOTAL EXPENSES	\$649,621	\$716,117	\$787,248
NET INCOME (LOSS):	\$287,227	\$345,641	\$404,060

*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

**Indicate how the average charge/procedure was calculated.

***Only on long term debt, not construction.

****Indicate how overhead was calculated.

SSM Health

Consolidated Financial Statements as of and
for the Years Ended December 31, 2023 and
2022 and Independent Auditor's Report

SSM HEALTH

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Deloitte & Touche LLP
100 S 4th St Suite 300
St. Louis, MO 63102
USA

Tel: (314) 342-4900
Fax: x
www.deloitte.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
SSM Health Care Corporation
St. Louis, Missouri

Opinion

We have audited the consolidated financial statements of SSM Health Care Corporation and subsidiaries (doing business as SSM Health) (SSMH), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of SSMH as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of SSMH and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about SSMH's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement

resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of SSMH's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about SSMH's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Deloitte & Touche LLP

March 20, 2024

SSM HEALTH

CONSOLIDATED BALANCE SHEETS AS OF DECEMBER 31, 2023 AND 2022 (In thousands)

	2023	2022
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 640,816	\$ 574,339
Investments	20,479	112,203
Current portion of assets limited as to use or restricted	519,413	454,838
Patient accounts receivable	934,411	976,730
Pharmacy claims and rebates receivable	1,196,998	900,547
Other receivables	125,745	151,393
Inventories, prepaid expenses, and other	269,311	274,458
Estimated third-party payor settlements	75,288	7,812
Assets held for sale	25,650	-
Total current assets	<u>3,808,111</u>	<u>3,452,320</u>
ASSETS LIMITED AS TO USE OR RESTRICTED—Excluding current portion	<u>3,499,206</u>	<u>3,232,722</u>
PROPERTY AND EQUIPMENT—Net	<u>2,841,331</u>	<u>2,860,691</u>
OPERATING RIGHT-OF-USE ASSETS	<u>221,142</u>	<u>194,735</u>
OTHER ASSETS:		
Goodwill	528,949	289,661
Intangible assets—net	328,907	179,751
Investments in unconsolidated entities	328,563	383,567
Other	53,482	35,557
Total other assets	<u>1,239,901</u>	<u>888,536</u>
TOTAL	<u>\$ 11,609,691</u>	<u>\$ 10,629,004</u>

(Continued)

SSM HEALTH

CONSOLIDATED BALANCE SHEETS AS OF DECEMBER 31, 2023 AND 2022 (In thousands)

	2023	2022
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Revolving line of credit	\$ 97,410	\$ -
Current portion of long-term debt and finance lease obligations	57,931	602,034
Accounts payable and accrued expenses	3,043,994	2,529,080
Short-term borrowings	665,180	443,580
Deferred revenue	24,385	19,961
Estimated third-party payor settlements	108,969	126,390
Other current liabilities	<u>234,822</u>	<u>255,404</u>
Total current liabilities	4,232,691	3,976,449
LONG-TERM DEBT— Excluding current portion	1,590,813	1,354,142
ESTIMATED SELF-INSURANCE OBLIGATIONS	119,012	117,239
OPERATING LEASE OBLIGATIONS— Excluding current portion	201,018	164,641
FINANCE LEASE OBLIGATIONS— Excluding current portion	16,006	14,640
PENSION LIABILITY	173,536	173,266
OTHER LIABILITIES	<u>405,793</u>	<u>324,640</u>
Total liabilities	<u>6,738,869</u>	<u>6,125,017</u>
NET ASSETS:		
Without donor restrictions:		
SSM Health net assets without donor restrictions	4,497,191	4,286,657
Noncontrolling interest in subsidiaries	<u>185,488</u>	<u>74,297</u>
Total net assets without donor restrictions	4,682,679	4,360,954
With donor restrictions	<u>188,143</u>	<u>143,033</u>
Total net assets	<u>4,870,822</u>	<u>4,503,987</u>
TOTAL	<u>\$ 11,609,691</u>	<u>\$ 10,629,004</u>

See notes to consolidated financial statements.

(Concluded)

SSM HEALTH

CONSOLIDATED STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022 (In thousands)

	2023	2022
OPERATING REVENUES AND OTHER SUPPORT:		
Net patient service revenues	\$ 6,435,624	\$ 6,054,963
Capitation revenues	1,287,760	1,187,447
Pharmacy benefit manager revenue	1,716,343	1,452,577
Investment income (loss)	59,760	(69,547)
Income from unconsolidated entities—net	139,039	13,822
Other revenue	881,156	659,163
Net assets released from restrictions	16,548	8,796
Total operating revenues and other support	<u>10,536,230</u>	<u>9,307,221</u>
OPERATING EXPENSES:		
Salaries and benefits	4,485,653	4,081,423
Medical claims	624,843	520,249
Supplies	1,670,978	1,465,798
Pharmacy benefit manager supplies	1,464,877	1,222,826
Professional fees and other	1,946,655	1,876,904
Interest	80,670	80,284
Depreciation and amortization	288,949	308,641
Total operating expenses	<u>10,562,625</u>	<u>9,556,125</u>
LOSS FROM OPERATIONS BEFORE OTHER ITEMS	(26,395)	(248,904)
OTHER ITEMS:		
Long-lived asset impairment	(33,096)	-
OPERATING LOSS AFTER OTHER ITEMS	<u>(59,491)</u>	<u>(248,904)</u>
NONOPERATING GAINS AND (LOSSES):		
Investment income (loss)	321,583	(375,041)
Loss from early extinguishment of debt		(2,075)
Net periodic pension income (cost)	24,645	(3,454)
Change in fair value of interest rate swaps	25,646	165,200
Other—net	(20,257)	266
Total nonoperating gains (losses)—net	<u>351,617</u>	<u>(215,104)</u>
EXCESS (DEFICIT) OF REVENUES OVER EXPENSES	292,126	(464,008)
EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO NONCONTROLLING INTEREST	<u>39,511</u>	<u>612</u>
EXCESS (DEFICIT) OF REVENUES OVER EXPENSES—Net of noncontrolling interest	<u>\$ 252,615</u>	<u>\$ (464,620)</u>

(Continued)

SSM HEALTH

CONSOLIDATED STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022 (In thousands)

	2023	2022
NET ASSETS WITHOUT DONOR RESTRICTIONS:		
SSM Health net assets without donor restrictions:		
Excess (Deficit) of revenues over expenses	\$ 252,615	\$ (464,620)
Pension-related changes other than net periodic pension cost	(54,783)	323,592
Net assets released from restrictions for property acquisitions	3,536	113
Purchase of interest in subsidiaries	-	(35,754)
Other—net	<u>9,166</u>	<u>(6,470)</u>
Increase (Decrease) in SSM Health net assets without donor restrictions	<u>210,534</u>	<u>(183,139)</u>
Noncontrolling interest in subsidiaries net assets without donor restrictions:		
Excess of revenues over expenses	39,511	612
Distributions to noncontrolling owners	(13,425)	(5,689)
Purchase of noncontrolling interest in subsidiary	<u>85,105</u>	<u>(132,295)</u>
Increase (Decrease) in noncontrolling interest in subsidiaries net assets without donor restrictions	<u>111,191</u>	<u>(137,372)</u>
NET ASSETS WITH DONOR RESTRICTIONS:		
Contributions for charity care, property acquisitions, and other programs	55,576	27,087
Gains (Losses) on investments—net	9,628	(9,880)
Net assets with donor restrictions released from restrictions for operations	(16,551)	(8,573)
Net assets with donor restrictions released from restrictions for property acquisitions	(3,536)	(113)
Other—net	<u>(7)</u>	<u>2,243</u>
Increase in net assets with donor restrictions	<u>45,110</u>	<u>10,764</u>
CHANGE IN NET ASSETS	366,835	(309,747)
NET ASSETS—Beginning of year	<u>4,503,987</u>	<u>4,813,734</u>
NET ASSETS—End of year	<u>\$ 4,870,822</u>	<u>\$ 4,503,987</u>

See notes to consolidated financial statements.

(Concluded)

SSM HEALTH

CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022 (In thousands)

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ 366,835	\$ (309,747)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Pension-related changes other than net periodic pension cost	54,783	(323,592)
Depreciation and amortization	288,949	308,641
Loss on early extinguishment of debt	-	2,075
Loss on impairment	33,096	-
Amortization of debt premium	(3,783)	(19,501)
Contributions for long-term investment	(902)	(9,143)
Distributions to noncontrolling owners—net	13,425	5,689
(Gains) losses on investments—net	(308,277)	528,794
Income from unconsolidated entities—net	(139,039)	(13,823)
Change in fair value of interest rate swaps	(25,646)	(165,200)
Loss on disposal of assets	1,921	9,810
Inherent contributions related to acquisition	-	(16,162)
Distributions from unconsolidated entities	24,315	17,766
Payments for acquisition of noncontrolling interest in subsidiary	-	164,100
Purchase of noncontrolling interest in subsidiary	(85,270)	-
Medicare advanced payments under CARES Act	-	(302,359)
Changes in assets and liabilities:		
Investments	90,485	4,774
Patient accounts receivable	42,319	(119,217)
Pharmacy claims and rebates receivable	(237,936)	(341,838)
Other receivables, inventories, prepaid expenses, and other	83,107	115,486
Operating right-of-use assets	45,752	50,423
Accounts payable, accrued expenses, and other liabilities	530,076	391,374
Other changes to pension liability	(56,231)	(50,910)
Operating lease obligations	(46,911)	(51,686)
Estimated self-insurance obligations	4,412	8,256
Net cash provided by (used in) operating activities	<u>675,480</u>	<u>(115,990)</u>

SSM HEALTH

CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022 (In thousands)

	2023	2022
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	\$ (280,090)	\$ (309,103)
Proceeds from disposal of property and equipment and sales of other assets	570	7,096
Purchase of assets limited as to use or restricted and short-term investments	(3,074,105)	(2,712,400)
Proceeds from sales of assets limited as to use or restricted and short-term investments	2,893,312	3,290,515
Contributions to unconsolidated entities	(3,775)	(10,480)
Acquisitions, net of cash acquired	(117,290)	(143,855)
Purchases of other assets	(26,569)	(28,389)
	<u>(607,947)</u>	<u>93,384</u>
Net cash (used in) provided by investing activities		
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments for acquisition of noncontrolling interest in subsidiary	-	(164,100)
Proceeds from issuance of long-term debt	389,760	354,654
Payments on long-term debt	(690,169)	(294,525)
Contributions for long-term investment	902	9,143
Distributions to noncontrolling owners—net	(13,425)	(5,689)
Debt issuance costs	(3,626)	(1,194)
Proceeds from patient loans	5,871	11,204
Payments on patient loans	(9,379)	(13,175)
Proceeds from short-term borrowings	224,600	167,277
Payments on short-term borrowings	(3,000)	(171,322)
Proceeds from revolving line of credit	97,410	-
Payments on revolving line of credit	-	(60,000)
	<u>(1,056)</u>	<u>(167,727)</u>
Net cash used in financing activities		
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	66,477	(190,333)
CASH AND CASH EQUIVALENTS—Beginning of year	<u>574,339</u>	<u>764,672</u>
CASH AND CASH EQUIVALENTS—End of year	<u>\$ 640,816</u>	<u>\$ 574,339</u>

See notes to consolidated financial statements.

(Concluded)

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

SIEMENS REPRESENTATIVE
 Gregory Thudium - +1 (314) 604-8452
 gregory.thudium@siemens-healthineers.com

Customer Number: 0000010313

Date: 04/29/2024

SSM HEALTH St Joseph Hospital- St Charles
 300 First Capitol Dr.
 St Charles, MO 63366

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>
MAGNETOM Altea - System (Quote Nr. CPQ-658552 Rev. 0)	3
OPTIONS for MAGNETOM Altea - System (Quote Nr. CPQ-658552 Rev. 0)	12
General Terms and Conditions	15
Software License Schedule.....	22
Trade-In Equipment Requirements	25
Warranty Information.....	26

Contract Total: \$ 1,110,752
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 05/30/2024

Estimated Delivery Date: 06/30/2024

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

The coil referenced herein as Shoulder Shape 16 #Vi with part number 14456221, Flex -> UltraFlex Upgrade #1.5T with part number 14469229 and 2/10/16ch Sentinelle BreastCoil #Ae with part number 14436665 are currently experiencing longer lead times than normal, therefore the coil may deliver separately from the MAGNETOM system. A shipment date for the coil cannot be guaranteed at this time. Delays in coil delivery do not affect Customer's obligation to make timely payment for any invoice issued correlating to this quotation.

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

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.

SSM HEALTH ST JOSEPH HOSPITAL

By (sign): _____

By (sign): _____

Name: Gregory Thudium

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
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

Quote Nr: CPQ-658552 Rev. 0

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

Purchasing Agreement: IDN - SSM HEALTH CARE MRI

IDN - SSM HEALTH CARE MRI terms and conditions apply to Quote Nr CPQ-658552

Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT MRI XR0885 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.

MAGNETOM Altea - System

All items listed below are included for this system:

Qty	Part No.	Item Description	Extended Price
1	14461700	<p>MAGNETOM Altea - System</p> <p>MAGNETOM Altea is the new 1.5T Open Bore system that gives you full confidence to deliver the productivity, reproducibility, and patient satisfaction that you demand in MRI. Powered by our premium MR technology, MAGNETOM Altea combines our unique BioMatrix technology with the new syngo MR XA software platform and our exclusive Turbo Suite to fundamentally transform care delivery for the better.</p> <p>System Design</p> <ul style="list-style-type: none"> - Short and open appearance (157 cm total system length cover-to-cover and 70 cm Open Bore Design) to reduce patient anxiety and claustrophobia - Whole-body superconductive Zero Helium Boil-Off 1.5T magnet - Weight-optimized magnet technology based on high performance 3T and 7T magnet design - Actively Shielded water-cooled Siemens gradient system for maximum performance <p>Tim 4G (Total imaging matrix in the 4th generation) for excellent image quality and speed with Siemens unique DirectRX technology enabling all digital-in/digital-out design and Dual-Density Signal Transfer Technology</p> <p>Push-button exams with GO technologies</p> <ul style="list-style-type: none"> Select&GO DotGO/ myExam Companion Recon&GO MR View&GO <p>Tim Application Suite allowing excellent head-to-toe imaging for</p> <ul style="list-style-type: none"> - Neuro - Angio - Cardiac - Body - Onco - Breast 	\$ 658,476

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- Ortho
- Pediatric
- Scientific

Further included

- High performance host computer and measurement and reconstruction system
- Patient communication including headphones
- syngo MR software including
- Turbo Suite Essential
- 1D/2D PACE
- BLADE
- Phoenix
- Inline Diffusion
- MDDW (Multiple Direction Diffusion Weighting)
- CISS
- DESS
- TGSE
- Offline Composing

1	14460161	<p>MR General Engine #Vi syngo.MR General Engine extends Numaris/X by adding dedicated workflows and tools for routine and advanced reading of MR examinations. A generic MR Basic workflow is provided, as well as specific MR Neurology, MR Prostate Reading, MR Breast Reading, and MR Cardio-Vascular workflows.</p>	\$ 1
1	14456321	<p>Brain Dot Engine #Se The Brain Dot Engine provides guided and automated workflows customizable to the site specific standards of care for general brain examinations. The Brain Dot Engine supports the user in achieving reproducible image quality with increased ease of use and time efficient exams. The brain workflow can be personalized to the individual patient condition and clinical need. Several predefined strategies are included, which can be easily selected with one click. They can be changed at any time during the brain workflow.</p>	\$ 0
1	14461775	<p>DotGO Routine Package #BM The DotGO Routine Package includes both: - Spine Dot Engine and - Large Joint Dot Engine.</p> <p>As a package they offer a comprehensive set of workflows with guidance and automation, for standardized image quality in Spine and MSK MR imaging. The Spine Dot Engine provides the functionality of Inline Composing and Tim Planning Suite for streamlining workflows in all spine imaging. Tools, such as auto-positioning and vertebral recognition with AutoAlign Spine, AutoCoverage and Spine Labelling support and optimize reproducibility for your cervical, thoracic and lumbar spine imaging for all clinical indications. The Large Joint Dot Engine enhances standardization of the knee, hip and shoulder workflows and optimizes reproducible image quality by incorporating automation tools, such as anatomically based auto-positioning (AutoAlign). Dedicated imaging techniques, such as Advanced WARP, are included and can help to expand the access of diagnostic MRI to a broader range of patient types.</p>	\$ 1
1	14441748	<p>Quiet Suite #T+D Quiet Suite enables complete, quiet examinations for neurology and orthopedics with at least 70% reduction in sound pressure levels.</p>	\$ 0
1	14460162	<p>Tim Whole Body Suite #Vi Tim Whole Body Suite puts it all together. This suite enables table movement for imaging of up to 205 cm (6' 9") FoV without compromise. In combination with Tim's newly designed ultra-high density array higher spatial and temporal resolution can be achieved along with unmatched flexibility of any coverage up to Whole Body. For faster exams and greater diagnostic confidence.</p>	\$ 1
1	14460227	<p>Tim Planning Suite #Vi</p>	\$ 1

With the Tim Planning Suite, multiple regions in the entire body can be examined in a minimum of time through measurement planning on a single FoV of any desired size.

1	14456329	<p>syngo TimCT FastView #Vi</p> <p>TimCT FastView is the "one go" localizer for the whole body or large body regions such as the whole spine or the whole abdomen. It acquires the complete extended Field of View in one volume with isotropic resolution. Transverse, coronal and sagittal reformats of the volume are calculated Inline and displayed for planning subsequent exams.</p> <ul style="list-style-type: none"> - Inline reconstruction of the localizer images during the scan. - Localizing images in three planes over the maximum Field of View available for subsequent planning in all orientations. - TimCT FastView runs without laser light positioning to further streamline the workflow for several indications. 	\$ 1
1	14460160	<p>Advanced Diffusion #Vi</p> <p>QuietX DWI and RESOLVE together make up the Advanced Diffusion package.</p> <p>QuietX DWI enables quieter diffusion-weighted imaging of the brain with up to 70% reduction in sound pressure relative to conventional diffusion-weighted imaging. RESOLVE (Readout Segmentation Of Long Variable Echo-trains) is a multi-shot, readout segmented EPI sequence for high-resolution, low-distortion diffusion-weighted imaging (DWI). This technique is largely insensitive to susceptibility effects, providing anatomically accurate diffusion imaging for the brain, spine, breast and prostate. In combination with syngo.MR Tractography, RESOLVE enables excellent white-matter tract imaging even in regions of high susceptibility, such as the spine.</p>	\$ 1
1	14456327	<p>WARP & Advanced WARP #Vi</p> <p>WARP and Advanced WARP (SEMAC) integrates different techniques tailored to reduce susceptibility artifacts caused by orthopedic MR-conditional metal implants.</p>	\$ 1
1	14456323	<p>Inline Composing syngo #Se</p> <p>Automatic anatomical or angiographic composing of multiple adjacent coronal or sagittal images for presentation and further evaluation. Composed images can be automatically loaded into Graphical Slice Positioning for scan planning purposes.</p>	\$ 0
1	14475338	<p>syngo Expert-I XA31</p> <p>This software application enables remote access to the system (connected via local area network) for planning and processing.</p>	\$ 0
1	14461701	<p>Tim [180x32] XJ-Gradient #AI</p> <p>Tim [180x32] XJ-gradients performance level Tim 4G's RF system and innovative coil architecture enables high resolution imaging and increased throughput. The system provides a maximum number of 180 channels (coil elements) that can be connected simultaneously. Flexible parallel imaging is achieved by the standard 32 independent RF channels that can be used simultaneously in one single scan and in one single FOV, each generating an independent partial image.</p> <p>XJ - gradients The XJ 33/125 gradients are designed for high performance and linearity to support clinical whole body imaging at 1.5T. The XJ gradients combine 33 mT/m peak amplitude with a slew rate of 125 T/m/s. The force compensated gradient system minimizes vibration levels and acoustic noise.</p> <p>High-performance measurement and reconstruction system.</p>	\$ 85,358
1	14468980	<p>Coil Package Tim [180x32] #1.5T</p> <p>This package includes (if not exchanged with different variants via respective quote items):</p> <ul style="list-style-type: none"> - Head/Neck 16 DirectConnect - BioMatrix Spine 24 - BioMatrix Body 12 	\$ 48,776

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		- Flex Large 4 - Flex Small 4 - Flex Coil Interface	
1	14468946	BioMatrix Technology #AI,Lu The new and unique BioMatrix technology addresses different aspects of patient bio-variability.	\$ 1
1	14470793	BioMatrix Coil Shim #AI,Lu BioMatrix CoilShim helps to reduce patient induced strongly localized B0 inhomogeneities by dedicated local shim channels.	\$ 0
1	14470794	BioMatrix SliceAdjust #BM BioMatrix SliceAdjust helps to avoid station boundaries and apparent broken spine artifacts as well as to preserve the SNR for whole-body diffusion.	\$ 0
1	14461702	BioMatrix Table #AI The BioMatrix Table is designed for smooth patient preparation, high patient comfort and easy cleanability. The unique design of the BioMatrix table can support up to 250 kg (550 lbs) without restricting the vertical or horizontal movement.	\$ 1
1	14470796	BioMatrix Select & GO #AI,Lu Select&GO The Select&GO interface enables fast and easy single-touch patient positioning. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time. The ergonomically designed Select&GO touch panel is integrated into the front cover on the left-hand side of the patient tunnel for controlling table movement, guidance for patient setup and comfort features. The Select&GO panel is well illuminated for easy visual recognition. The BioMatrix Select&GO interface enables fast and easy single-touch patient positioning. The interface is integrated left-hand side of the patient into the front covers. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time.	\$ 0
1	14461705	2nd Select&GO #AI The 2nd Select&GO interface enables fast and easy single-touch patient positioning from both sides of the patient table. The interfaces are integrated left and right into the front covers. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time.	\$ 14,633
1	14461706	Pure White Design #AI MAGNETOM Altea is available in a light and appealing design which perfectly integrate into different environments. The Pure White Design comprises a brilliant white front design ring with integrated unique Select&GO panels. The table cover is presented also in the same color and material selection.	\$ 1
1	14456270	PC Keyboard US English #Vi Standard PC keyboard with 105 keys.	\$ 1
1	14456238	Peripheral Pulse Unit #Vi Peripheral Pulse Unit for Pulse Triggering	\$ 3,658
1	14475291	SW syngo MR XA31A syngo MR XA31A software with new features and applications. Please be aware that certain or all positions of this quote have the software version syngo MR XA31A as prerequisite.	\$ 0
1	14461619	Turbo Suite Essential #BM Turbo Suite Essential comprises established acceleration techniques to maximize productivity for all contrasts, orientations and all routine imaging applications from head-to-toe.	\$ 0
1	14402527	SWI #Tim Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities	\$ 12,194

caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.

1	14460315	<p>Shoulder Shape 16 #So</p> <p>The Shoulder Shape 16 combines the known benefits of Tim 4G coil technology with new highly flexible materials, resulting in unmatched image quality, high patient comfort and easy handling. The Shoulder Shape 16 for examinations of the left or right shoulder consists of an iPAT-compatible 16-channel shoulder coil in a flexible shoulder cup that can be shaped around small and large shoulders. An L-shaped cushion for easy positioning of the patient is included. The 16-element coil with 16 integrated pre-amplifiers ensures maximum signal-to-noise ratio. Shoulder Shape 16 will be connected via a SlideConnect plug for fast and easy coil set-up and patient preparation.</p>	\$ 29,266
1	14460423	<p>Tx/Rx Knee 18 #So</p> <p>New 18-channel transmit/receive coil optimized for knee imaging. The spacious design with a flared opening towards the thigh allows scanning even of large and swollen knees with exceptional image quality and signal to noise ratio.</p> <p>Main features :</p> <ul style="list-style-type: none"> - 18-element design (3x6 coil elements) with 18 integrated preamplifiers - iPAT-compatible - SlideConnect Technology 	\$ 39,021
1	14468947	<p>Head/Neck 16-> BM Head/Neck 20#1.5T</p> <p>This option swaps the standard Head/Neck 16 for a BioMatrix Head/Neck 20 tiltable with CoilShim.</p> <p>The BioMatrix Head/Neck 20 tiltable with CoilShim combines the known benefits of Tim 4G coil technology with those of the new Siemens unique BioMatrix technology, resulting in unmatched image quality, high patient comfort and easy handling. Integrated BioMatrix Tuners: The integrated CoilShim elements minimize patient induced local anatomy-specific B0 field inhomogeneity, thus ensuring excellent image quality.</p> <p>The unique DirectConnect technology allows users to connect the 20 coil elements of the BioMatrix Head/Neck 20 without cables. The possibility to tilt the coil in 3 different positions together with the patient friendly open design allows for maximum patient comfort.</p> <p>The BioMatrix Head/Neck 20 features:</p> <ul style="list-style-type: none"> - 20-element design with 20 integrated preamplifiers two rings of 8 elements each and one ring with 4 elements in the neck region - First cable-less tiltable head coil with DirectConnect technology - Integrated BioMatrix Tuners: CoilShim technology offering integrated shim elements - Combined head/neck coil for an optimized workflow of the head/neck region - Upper coil part removable - Lower coil part usable without upper part - Smoothly integrated into the patient table with BioMatrix Spine 24 - Open patient-friendly design - Cushioned head stabilizers (removable) - No coil tuning - iPAT-compatible in all directions - Dual-Density Signal Transfer enables ultrahigh density coil designs by integrating key RF components into the local coil - Detachable look-out mirror <p>Applications:</p> <ul style="list-style-type: none"> - Head examination - Neck examination - MR Head Angiography - MR Neck Angiography - Combined head / neck examination - TMJ (temporo mandibular joints) 	\$ 12,194

1	14469229	<p>Flex -> UltraFlex Upgrade #1.5T This option exchanges the Flex Small & Large 4 coils incl. the Flex Coil Interface from the standard coil configuration for the superior UltraFlex Small & Large 18. These are two lightweight, iPAT compatible, 18-element no-tune receive coils made of highly flexible and soft material.</p> <p>UltraFlex Large 18 Ideal for examinations of larger extremities (e.g. medium to large shoulder, hip, knee, ankle and hand) and for abdominal examinations. Dedicated positioning aids for larger extremities are delivered with the coil.</p> <p>UltraFlex Small 18 Ideal for examinations of smaller extremities (e.g. small to medium shoulder, smaller ankle, elbow and hand) and for abdominal examinations. Dedicated positioning aids for smaller extremities are delivered with the coil.</p>	\$ 31,704
1	14456282	<p>Positioning Aids Shoulder&Ankle #Vi This package contains additional positioning aids that can be used for the UltraFlex Large 18 and UltraFlex Small 18.</p>	\$ 1,560
1	14416952	<p>Coil Storage Cart #T+D Specially designed non-ferromagnetic cart for easy storage of the most commonly used coils and accessories.</p>	\$ 2,439
1	14456241	<p>Separator 60kW/75kW #Vi The SEP (Separation cabinet) has to be used if a central hospital chilled water supply is available or if a chiller of any brand/type is already available. The SEP is the interface between the on-site water chiller (of any brand or type) or the interface to the central hospital cooling water supply. For the above-mentioned cases the SEP is mandatory!</p> <p>In these cases, the primary water specifications must fulfill the requirements: XJ: 45kW; water temperature: 6 - 14°C XQ: 60kW; water temperature: 6 - 14°C XT: 75kW; water temperature: 6 - 12°C</p> <p>For all gradient systems: Flow: 100+-10l/min; pH value 6-8; max working pressure 6 bar.</p> <p>Dimensions: 1950mm x 650mm x 650mm (height x width x depth) Weight: approx. 350kg</p>	\$ 20,800
1	14460249	<p>UPS system #Vi UPS system Liebert GXT5 3000IRT2UXLE for MAGNETOM Vida for safeguarding computers. Including Power Cable of 9 m for connecting the UPS. Power output: 3.0 kVA / 3 kW Bridge time: 3 min full load / 12 min half load Input voltage: 230 VAC</p>	\$ 3,120
1	14456316	<p>UPS Battery module (Libert GXT4 BATT) UPS battery module Liebert GXT5 72VBATTE for MAGNETOM Aera, Skyra, Prisma, ESSENZA, Amira, Spectra, C! for safeguarding computers. Extension for: Liebert GXT5 3000IRT2UXLE (14456315) Battery type: Closed, maintenance-free Extension of the bridge time to: 21 minutes full load / 48 min half load with one module Dimensions (H x D x W): Battery module: 430 x 540 x 85 mm</p> <p>Weight: approx. 30 kg</p>	\$ 1,040
1	14456228	<p>System Start Timer #Vi Timer clock that can be installed together with the MAGNETOM MR system to start the system automatically at user-definable times, eliminating waiting times during system boot up.</p>	\$ 1
1	14407259	<p>MR Workplace Table, height adjust.</p>	\$ 1,219

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		The table is suitable for the syngo Acquisition Workplace and the syngo MR Workplace based on syngo hardware. This 110V version has motorized table height adjustment.	
1	14407261	MR Workplace Container, 50cm 50 cm wide extra case for the syngo host computer with sliding front door to allow change of storage media (CD/DVD/USB).	\$ 976
1	MR_STD_RIG_I NST	MR Standard Rigging and Installation MR Standard Rigging and Installation	\$ 0
		This quotation includes standard rigging and installation of your new MAGNETOM system	
		Standard rigging into a room on ground floor level of the building during standard working hours (Mon. – Fri./ 8 a.m. to 5 p.m.) It remains the responsibility of the Customer to prepare the room in accordance with the SIEMENS planning documents Any rigging requiring a crane over 80 tons and/or special site requirements (e.g. removal of existing systems, etc.) is an incremental cost and the responsibility of the Customer. All other "out of scope" charges (not covered by the standard rigging and installation) will be identified during the site assessment and remain the responsibility of the Customer.	
1	MR_BTL_INSTA LL	MR Standard Rigging & Install	\$ 28,080
1	MR_PREINST_F IXED	T+D Preinstall kit for fixed table	\$ 572
1	MR_CRYO	Standard Cryogens	\$ 8,320
1	MR_PM	MR Project Management A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemens equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.	\$ 0
1	HASKRISFG230 41	Haskris OPC24 Chiller- 63kW The Haskris outdoor, air-cooled, water/glycol chiller has been specially designed for medical applications to provide stable, fully dedicated cooling to a single MR system. The Haskris chiller must be used in combination with a Siemens SEP cabinet. The Haskris chiller is suitable for use in all siting conditions: normal, coastal, low-ambient, and/or OSHPD-compliant locations. Specifications Cooling Capacity: 63kW Fluid Supply Temp: 43°F (6°C) to 59°F (15°C) Pump Capacity: 32 GPM (120 LPM) Condenser: Air-cooled (heat dissipated into ambient air) Outdoor ambient air temperature: -40°F (-40°C) to 122°F (50°C) Electrical: 460V-3Ø-60Hz Dimensions: 77"W x 40"D x 74"H (196cm x 102cm x 188cm) Siemens' Pricing Also Includes: Delivery Chiller Start-Up (Post Installation) 1x Preventative Maintenance Service Visit Remote Monitoring Panel with 1-Year Cellular Connectivity and Cloud Service	\$ 52,024

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Installation:

Customer is responsible for the rigging and installation of the chiller.
Customer is responsible for providing a 35% solution of propylene glycol with water;
25 gal (95 L) for the chiller plus 1 gal (3.8 L) per 10 ft (3m) external pipe run
assuming 1 1/2" pipe diameter.

Warranty:

12 months from date of Start-Up

1	HASKRIS_STAR TUP	Haskris Chiller Start-Up Chiller start-up by Haskris vendor after installation of chiller and completion of paperwork.	\$ 0
1	MR_GOBRAIN	GOBrain GOBrain delivers reliable quality at exceptional speed. It enables clinically validated, push-button brain exams, with multiple orientations and all relevant contrasts. This fast exam is more tolerable for patients, and helps reduce motion-related artifacts and the need for rescans and sedation. As a result, GOBrain potentially doubles throughput and reduces costs per scan. Supported by our Tim 4G technology and DotGO, it delivers consistently high quality and maximizes the productivity of your MRI scanner - while improving patient care.	\$ 0
1	MRIMAB_100	MRI Armboard w/ Pad	\$ 405
1	ML11685	MR Wall sign -English Highly durable 1mm PVC wall signs with high-tack, double-back tape. Sticks to most any surface. English. 12" x 18".	\$ 61
1	MRISMNS0001	MRI Patient Audio System The MRI Patient Audio System is to be installed in the technologist room and is connected to the Siemens intercom system. The package provides the following benefits: <ul style="list-style-type: none"> • Create custom, commercial-free radio stations based on artist, song or genre preferences • Avoid any AM/FM tuning issues that may occur in RF-shielded rooms • Compatible with all popular audio apps <p>Includes all cables and adapters; Bose Companion 2 technologist speakers; 3.5 mm to RCA cable; and customized iPad Mini with all original accessories and iPad stand.</p> <p>The MR Stereo can play internet radio (depending on quality of and access to Wi-Fi signals) and device (iPad) stored audio content. Optimal performance requires access to Wi-Fi signal for Internet radio through the facility's wireless network.</p> <p>The audio system is not MR safe and is only intended for use outside the MRI suite.</p> <p>Installation is not included unless purchased with the Siemens system.</p> <p>Includes 3 year limited liability warranty on all system components through MRI Med.</p>	\$ 2,704
1	MR_ADDL_RIG GING	Additional Rigging MR \$16,000	\$ 16,000
1	MR14460428	ACR Phantom Holder (USA) An MR compatible cradle device used to consistently and precisely position the American College of Radiology (ACR) MRI Accreditation phantom, for use with Siemens MAGNETOM standard Head Coil during test measurements for ACR system accreditation or QA testing	\$ 104
1	MR_GOKNEE3 D	GOKnee3D GOKnee3D is a 10-minute, push-button examination for diagnostic imaging of the knee developed and clinically validated by the US board certified MSK radiologists	\$ 0

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at John Hopkins University Hospital. GOKnee3D exam consists of AutoAlign localizer in the knee, PD weighted contrast and T2 weighted contrast with fat suppression. The AutoAlign technology provides a push-button functionality and ensures consistency in imaging. The 3D protocols are high resolution and isotropic, enabled by SPACE sequence with CAIPIRINHA technique Examination time for 3T system is 10 minutes, for a 1.5T system is up to 11 minutes. All given examination times are examination only, adjustments have been excluded. When using GOKnee3D one of two software and coil combinations is required. Measurements made with GOKnee3D using the 15 channel knee coil require software version syngo MR E11C AP04 or higher. Measurements made with GOKnee3D using the 18 channel knee coil require software version syngo MR Numaris VA11A or higher.

1 MR_BD_LV1

Essential Education Level 1 (MR)

\$ 36,036

This Essential Education Bundle provides system training in a blended learning environment using training modules (typically 1 hour):

This (12) month multi-modality e.learning subscription will provide access for (10) imaging professionals at the customer site to utilize up to (50 CEUs).

Essential Training Part 1- Up to (28) hours of on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals.

Tuition for (1) imaging professional to attend a virtual classroom course for up to 24 hours.

Essential Training Part 2- Up to (24) hours of on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals.

Essential Training Part 2- Up to (28) hours of on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals.

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.

System Total

\$ 1,110,752

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OPTIONS on Quote Nr : CPQ-658552 Rev. 0

OPTIONS for MAGNETOM Altea - System

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	BMRXP200	<p>MRXperion injector</p> <p>The MRXperion injector has the following features: Streamlined Injection Workflow Enhanced Point of Care - On-board eGFR and Weight Based Dosing Calculators, an Injection Pressure Graph, and independent Test Inject and KVO functions. Informatics-ready - Connect with the Radimetrics Enterprise Platform for automated documentation, advanced analytics and viewable patient histories to facilitate standardized injection protocols and enhanced operational consistency. Maximized Uptime Support - Connect to VirtualCare Remote Support for advanced injector system diagnostics, seamless software updates, and fast repairs.</p> <p>Price includes installation, training and one year warranty through Bayer Healthcare.</p>	+ \$ 44,512	_____
1	BMRXPENPNL	<p>MRXperion penetration panel</p> <p>Includes penetration panel and installation by Bayer.</p> <p>To be selected only if the customer has no wall outlets in the MR suite and requires the power to be sourced from outside the room.</p>	+ \$ 1,976	_____
1	14461558	<p>Simultaneous Multi-Slice Package #BM</p> <p>This license includes: - Simultaneous Multi-Slice EPI - Simultaneous Multi-Slice TSE (from SW MR XA11A and higher and with XA10B) - Simultaneous Multi-Slice RESOLVE (from SW MR XA11B and higher and with XA10B) - Simultaneous Multi-Slice TSE DIXON (from SW MR XA20A and higher) Simultaneous Multi-Slice (SMS) EPI and RESOLVE enables accelerated imaging for diffusion-weighted (DWI/DTI) and BOLD functional MR imaging. With SMS EPI, scan times for DWI can be reduced by up to 68% and/or images with higher spatial/diffusion resolution can be acquired. For BOLD imaging, SMS EPI can enable increased temporal sampling of BOLD data acquisitions and/or improved slice coverage/resolution. From SW MR XA11A and higher and with XA10B: TSE is the most frequently utilized clinical pulse sequence. Simultaneous Multi-Slice TSE is available for reducing scan time, and/or to increase slice coverage/resolution in routine MSK examinations. From SW MR XA11B and higher and with XA10B: Simultaneous Multi-Slice (SMS) RESOLVE provides accelerated RESOLVE protocols for breast and brain imaging. From SW MR XA20A and higher: Simultaneous Multi-Slice (SMS) TSE DIXON extends the SMS TSE with the fat saturation technique DIXON.</p>	+ \$ 21,949	_____
1	14416961	<p>Hand/Wrist 16 #Ae</p> <p>The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched</p>	+ \$ 31,704	_____

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flexibility.

Hand/Wrist 16 for examinations of the left or right hand and wrist region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the wrist and the hand within one examination. Hand/Wrist 16 will be connected via a SlideConnect plug for fast and easy patient preparation.

1	14416962	Foot/Ankle 16 #Ae	+ \$ 36,582	
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The new Tim 4G coil technology with Dual Density Signal Transfer and DirectConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility.

Foot/Ankle 16 for examinations of the left or right foot and ankle region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the foot and ankle within one examination. Foot/Ankle 16 is a cable-less coil and will be connected via DirectConnect for fast and easy patient preparation.

1	14436665	2/10/16ch Sentinelle BreastCoil #Ae	+ \$ 93,600	
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The 2/10/16-channel Sentinelle Breast Coil can be used as a breast imaging coil, a bilateral biopsy coil, as well as a unilateral biopsy coil providing large biopsy access

This coil consists of a positioning frame with exchangeable coils with different numbers of channels as described in detail in the E text.

The preamplifiers are integrated into the coil.
The coil is iPAT-compatible.

2	14416972	Tim Coil Interface 1.5T	+ \$ 7,316	
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Coil adapter plug for up to 8 receive and 1 transmit channels. This adapter will be required if the following Tim coils will be used on a compatible 1.5T MAGNETOM system with Tim 4G technology.

1	14426332	Tx/Rx CP Head Coil #Ae	+ \$ 39,021	
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Circularly polarized no-tune transmit/receive coil with an open patient-friendly design. The integrated transmit mode allows volume selective excitation. Integrated, extremely low-noise pre-amplifiers permit very high signal-to-noise ratio. Furthermore, the coil is outfit with SlideConnect Technology, allowing for easier patient preparation and less table time for the patient.

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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

I. 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

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(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;**

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gregory.thudium@siemens-healthineers.com

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,

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty. **10.2** No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty. **10.3** This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship). **10.4** Purchaser shall provide Seller with

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

II. 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**

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gregory.thudium@siemens-healthineers.com

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

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reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement. **13.2 Infringement by Purchaser.** If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

15. ASSIGNMENT

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

obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

16. COSTS AND FEES

16.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

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

19. COST REPORTING

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

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire, complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products. Purchaser's additional or different terms and conditions stated in a purchase order, bid documents or any other document issued by Purchaser are specifically rejected

and shall not apply to the transactions contemplated under this Agreement.

21. SEVERABILITY; HEADINGS

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

22. WAIVER

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

23. NOTICES

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

24. RIGHTS CUMULATIVE

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

25. END USER CERTIFICATION

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

26. ACCESS TO BOOKS AND RECORDS

26.1 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Product or service pursuant to this Agreement, Seller shall make available, upon written request by the Secretary of Health and Human Services (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly authorized representatives, copies of this Agreement and any books, documents, records or other data of Seller that are necessary to certify the nature and extent of any costs incurred by Purchaser for such Products and services. If Seller carries out any of its duties under this Agreement through a

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

27. DISPOSITION OF PRODUCTS

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

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5. UPDATES AND REVISIONS: During the warranty period or under a separate service contract or software update subscription, revised or updated versions of the Software licensed under this Schedule may be made available, at Licensor's option, to Licensee to use or to test while Licensee continues use of a previous version. Licensee has the right to decide whether to install any such revised or updated versions or to continue use of the previous version after giving due regard to the United States Food and Drug Administration rules and regulations. However, Licensee shall pay Licensor for any services necessitated by any modifications of the Software by Licensee or by Licensee's failure to utilize the current non-investigational version of the Software provided by Licensor. Software updates that provide new features or capabilities or that require hardware changes will be offered to Licensee at purchase prices established by Licensor. Licensor retains the sole right to determine whether an update represents an enhancement of a previously purchased capability or a new

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Gregory Thudium - +1 (314) 604-8452
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capability for which the Licensee will be charged. In addition, some updates may require Applications Training performed by Licensor's personnel that will be offered at Licensor's prevailing rates. Licensor retains the sole right to determine whether an update requires such training.

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modified versions and updated works. Within five (5) days after the termination of the license, Licensee shall, at Licensor's option either: (i) return to Licensor the Software and Documentation, and all copies, in any form, including updated versions, along with any computer media provided by Licensor; or (ii) destroy the affected Software and Documentation, and all copies, in any form, including updated versions, and certify such return or destruction in writing to Licensor.

10. MISCELLANEOUS: Since the unauthorized use of the Software and/or Documentation may leave Licensor without an adequate remedy at law, Licensee agrees that injunctive or other equitable relief will be appropriate to restrain such use, threatened or actual. Licensee further agrees that to the extent applicable, (i) any of Licensor's suppliers of Software and/or Documentation is a direct and intended beneficiary of this Schedule and may enforce it directly against Licensee with respect to the Software and/or Documentation provided by such supplier, and that (ii) NO SUPPLIER OF LICENSOR SHALL BE LIABLE FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES ARISING OUT OF ANY SUBLICENSE OF THE SOFTWARE AND/OR DOCUMENTATION. THIS LIMITATION ON LIABILITY SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

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Revised 03/15/05

TRADE-IN EQUIPMENT REQUIREMENTS

TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE IN OR IF A TRADE-IN IS LATER ADDED TO 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.

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

MR Warranty Information

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

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

DNA Warranty Information for On-premise perpetual Applications only

Product	Period of Warranty	Coverage	
syngo plaza, syngo workflow, syngo Dynamics, syngo Carbon	6 months Software	Remote Phone Support, Remote Software Upgrades & Updates, Remote Education	Requires Smart Remote Services (SRS) Connection prior to system installation
Upgrades related to syngo Dynamics, syngo Carbon, Medicalis Workflow Orchestrator, Medicalis Clinical Decision Support, Medicalis Referral Management	No Additional Warranty Included for upgrades	Remote Phone Support, Remote Software Upgrades & Updates, Remote Education	Upgrades via the ESA are a contract component and do not have a separate warranty.
Hardware	OEM Warranty for Hardware	Parts & Labor (Not Applicable)	
Spare Parts & Consumables	Not Applicable	Not Applicable	
Post-Warranty (after expiration of system warranty) – Replacement of parts prorated only. Does not include labor.			
Spare Parts & Consumables	Not Applicable	Not Applicable	

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gregory.thudium@siemens-healthineers.com

DNA Warranty Information for On-premise term licenses/Subscriptions & Cloud based Applications

Product	Period of Warranty	Coverage	
syngo Virtual Cockpit, teamplay, AI-Rad Companion	No warranty	Remote Phone Support, Remote Software Upgrades & Updates, Remote Education	
Incremental purchases on Applications, Upgrades related to syngo Virtual Cockpit, teamplay, AI-Rad Companion	No Warranty	Remote Phone Support, Remote Software Upgrades & Updates, Remote Education	Upgrades and incremental purchases on Applications do not have a separate warranty
Hardware	OEM Warranty for Hardware	Parts & Labor (Not Applicable)	
Spare Parts & Consumables	Not Applicable	Not Applicable	

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05/17/2024

Sent To: Greg Patterson
 Street and Apt. No.: 110 Hospital Dr. W.
 City, State, ZIP+4: St. Peters MO 63376

PS Form 3800, January 2023 PSN 7530-02-000-901 See Reverse for Instructions

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05/17/2024

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 City, State, ZIP+4: Point Point ARWY
0 Fallon MD 63368

PS Form 3800, January 2023 PSN 7530-02-000-901 See Reverse for Instructions

From: [Miller, Mitchell](#)
To: [Fick, Mackinzey](#)
Subject: RE: CON 6107
Date: Wednesday, May 29, 2024 4:44:33 PM
Attachments: [Notice Letter BJSP.docx](#)
[Notice Letter PW.docx](#)
[Public Notice.docx](#)

Hi Mackinzey,

Responses below in red.

Mitch Miller, MHA | Director – Strategy and Business Development

SSM Health – St. Louis Region | West Market

mitchell.miller@ssmhealth.com

ssmhealth.com

From: Fick, Mackinzey <Mackinzey.Fick@health.mo.gov>
Sent: Thursday, May 23, 2024 12:53 PM
To: Miller, Mitchell <Mitchell.Miller@ssmhealth.com>
Subject: RE: CON 6107

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Mitchell,

After reviewing the additional information received, additional documentation is needed. When additional information is sent to you, please respond back answering each question within the email and only attach the needed documents.

- Provide the name of the newspaper this was posted in. **St. Louis Post Dispatch**
- Provide the newspaper article for the MRI unit **Attached**
- Provide a list of facilities the notice was sent to. **Attached**
- Provide a more specific service area. This can be a group of counties or zip codes. **St. Charles County MO**
- Provide utilization numbers from other facilities that utilize a MRI unit within your geographic area. I was unable to find this within the information sent to me. **Sent a separate note on acquiring this information.**
- On the revenues and expenses form I calculate the gross income in 2025 to be 6,579,000, 2026 to be 7,456,000 and 2027 to be 8,364,400. Please advise. **Your form auto calculated the gross revenue field. I cannot speak to the discrepancy but the numbers you calculated are in fact correct.**

This information is needed by Thursday, May 30, 2024.

SSM Health St. Joseph St. Charles is applying for a Certificate of Need and seeking approval from the Missouri Health facilities Review Committee to add new robotic surgery equipment the DaVinci Xi at our campus in St. Charles and a new MRI unit at our soon to be opening Outpatient Center, Streets of Caledonia.



St. Joseph Hospital
300 First Capitol Drive
St. Charles, MO 63301
phone: 636-947-5000

May 17th, 2024
Greg Patterson
Barnes-Jewish St. Peters Hospital
#10 Hospital Drive
St. Peters, MO 63376

Re: Certificates of Need Projects 6096 & 6107

Dear Mr. Patterson:

SSM Health St. Joseph St. Charles is applying for a Certificate of Need and seeking approval from the Missouri Health facilities Review Committee to add new robotic surgery equipment the DaVinci Xi at our campus in St. Charles and a new MRI unit at our soon to be opening Outpatient Center, Streets of Caledonia.

Sincerely,

Mitch Miller
Director – Strategy and Business Development

Through our exceptional
health care services,
we reveal the healing
presence of God.



St. Joseph Hospital
300 First Capitol Drive
St. Charles, MO 63301
phone: 636-947-5000

May 17th, 2024
Greg Patterson
Progress West Hospital
2 Progress Point Pkwy
O'Fallon, MO 63368

Re: Certificates of Need Projects 6096 & 6107

Dear Mr. Patterson:

SSM Health St. Joseph St. Charles is applying for a Certificate of Need and seeking approval from the Missouri Health facilities Review Committee to add new robotic surgery equipment the DaVinci Xi at our campus in St. Charles and a new MRI unit at our soon to be opening Outpatient Center, Streets of Caledonia.

Sincerely,

Mitch Miller
Director – Strategy and Business Development

Through our exceptional
health care services,
we reveal the healing
presence of God.

From: [Miller, Mitchell](#)
To: [Fick, Mackinze](#)
Subject: RE: CON 6107
Date: Tuesday, June 4, 2024 11:08:13 AM

Mackinze

Responses below in red.

Thanks,

Mitch Miller, MHA | Director – Strategy and Business Development

SSM Health – St. Louis Region | West Market

mitchell.miller@ssmhealth.com

ssmhealth.com

From: Fick, Mackinze <Mackinze.Fick@health.mo.gov>
Sent: Monday, June 3, 2024 3:10 PM
To: Miller, Mitchell <Mitchell.Miller@ssmhealth.com>
Subject: RE: CON 6107
Importance: High

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Mitchell,

After review of the additional information, I have some additional questions.

- Based on the documentation our office has obtained, there are 8 total facilities in the St. Charles area that provide the MRI service. It appears the additional information only included letters to two of the eight facilities. Please advise. **Could you share the list of facilities in the St. Charles area? I will confirm.**
- The additional information states that a note was sent in regards to obtaining utilization. Has any utilization been obtained since? **This information was not obtainable.**

This information is needed by Monday, June 10, 2024.

Mackinze Fick (Name change from Lux to Fick)

Assistant Program Coordinator, Certificate of Need

Department of Health and Senior Services

920 Wildwood Drive, P.O. Box 570

Jefferson City, MO 65102

OFFICE: 573-751-6403

FAX: 573-751-7894

From: [Miller, Mitchell](#)
To: [Fick, Mackinzey](#)
Cc: [Dorge, Alison](#)
Subject: RE: CON 6107
Date: Tuesday, June 4, 2024 4:21:26 PM

Looking at your MRI facility list I don't see 6. What is missing?

1. Open MRI of MO at St. Peters
2. Open MRI of St. Charles County
3. Mercy @ Winding Woods (listed twice but same facility)
4. St. Luke's Center for Diagnostic Imaging

Mitch Miller, MHA | Director – Strategy and Business Development

SSM Health – St. Louis Region | West Market

mitchell.miller@ssmhealth.com

ssmhealth.com

From: Fick, Mackinzey <Mackinzey.Fick@health.mo.gov>
Sent: Tuesday, June 4, 2024 11:26 AM
To: Miller, Mitchell <Mitchell.Miller@ssmhealth.com>
Cc: Dorge, Alison <Alison.Dorge@health.mo.gov>
Subject: RE: CON 6107

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Mitchell,

The additional information sent in on May 29th states “a separate note was sent on acquiring this information.” Since this information was not obtainable, please provide the notice sent requesting this information.

As for the list of facilities, please utilize our “Inventory of Major Medical Equipment” report located on our website. Additionally, if the remaining 6 facilities within St. Charles County were not sent a letter at the time of the application, provide documentation a letter has been sent.

This information is needed by Monday, June 10, 2024.

Mackinzey Fick (Name change from Lux to Fick)

Assistant Program Coordinator, Certificate of Need

Department of Health and Senior Services

920 Wildwood Drive, P.O. Box 570

Jefferson City, MO 65102

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City, State, ZIP+4® St. Peters, MO 63376

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JUN 6 2024
06/06/2024

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$0.68	Postmark Here
\$		
Total Postage and Fees	\$5.08	06/06/2024
\$		

Sent To: Administrator
Street and Apt. No., or PO Box No. 500 Winding Woods Dr.
City, State, ZIP+4® Osborne MO 63366

7022 2410 0003 0244 0052

From: [Miller, Mitchell](#)
To: [Fick, Mackinzey](#)
Cc: [McClure, Kelsey](#)
Subject: RE: CON 6107
Date: Friday, June 14, 2024 4:09:02 PM

Mackinzey,

It sounds like you reached out to Kelsey. We spoke and looked at the addresses you provided. Below is the requested information. Answers on utilization are listed below in two parts. 1) What we will call competitor data and 2) Our internal data.

1. Data from competitors within the market was not able to be sourced. Reviews within market data were done with unsuccessful yield.
2. Data below is listed for the sites provided.
 - a. SSM Health St. Joseph St. Charles
 - i. Number of units: 1
 - ii. 2021: 1,414
 - iii. 2022: 1,591
 - iv. 2023: 1,886
 - b. SSM Health St. Joseph Lake Saint Louis
 - i. Number of units: 1
 - ii. 2021: 4,957
 - iii. 2022: 4,657
 - iv. 2023: 4,516
 - c. SSM Health St. Joseph Wentzville
 - i. Number of units: 0
 - d. SSM Health St. Joseph Medical Park
 - i. Number of units: 1
 - ii. 2021: 1,383 (closed until April of 2021)
 - iii. 2022: 2,304
 - iv. 2023: 2,319

Thanks,

Mitch Miller, MHA | Director – Strategy and Business Development

SSM Health – St. Louis Region | West Market

mitchell.miller@ssmhealth.com

ssmhealth.com

From: Fick, Mackinzey <Mackinzey.Fick@health.mo.gov>

Sent: Thursday, June 13, 2024 8:24 AM

To: Miller, Mitchell <Mitchell.Miller@ssmhealth.com>

Subject: RE: CON 6107

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Great! Talk to you then.

Mackinzey Fick (Name change from Lux to Fick)

From: [Miller, Mitchell](#)
To: [Fick, Mackinzezy](#)
Subject: RE: CON 6107
Date: Monday, July 8, 2024 1:50:49 PM
Attachments: [image001.png](#)

They do have an MRI there. The initial location was confusing. Could we add the address to that one specific location for the analysis? Just to ensure clarity?

Aside from that I support.

Mitch Miller, MHA | Director – Strategy and Business Development

SSM Health – St. Louis Region | West Market

mitchell.miller@ssmhealth.com

ssmhealth.com

From: Fick, Mackinzezy <Mackinzezy.Fick@health.mo.gov>
Sent: Monday, July 8, 2024 11:21 AM
To: Miller, Mitchell <Mitchell.Miller@ssmhealth.com>
Subject: RE: CON 6107
Importance: High

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Mitchell,

The Mercy included on this analysis is located at 300 Winding Wood Dr., O'Fallon. If you still disagree with this, please provide alternative data with sources attached.

Thank you!

Mackinzezy Fick (Name change from Lux to Fick)

Assistant Program Coordinator, Certificate of Need

Department of Health and Senior Services

920 Wildwood Drive, P.O. Box 570

Jefferson City, MO 65102

OFFICE: 573-751-6403

FAX: 573-751-7894

EMAIL: mackinzezy.fick@health.mo.gov

<http://health.mo.gov/information/boards/certificateofneed/index.php>

From: Miller, Mitchell <Mitchell.Miller@ssmhealth.com>
Sent: Monday, July 8, 2024 7:22 AM
To: Fick, Mackinzezy <Mackinzezy.Fick@health.mo.gov>
Subject: RE: CON 6107

Mercy Hospital St. Louis is not in St. Charles County.

Mercy Hospital St. Louis



3.9 ★★★★★ (1.2K) · Hospital in Creve Coeur, Missouri



267+ Photos

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- Directions
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- Call

Overview

Reviews

Address: 615 S New Ballas Rd, St. Louis, MO 63141

Hours: Open 24 hours ▾

Phone: (314) 251-6000

Mitch Miller, MHA | Director – Strategy and Business Development

SSM Health – St. Louis Region | West Market

mitchell.miller@ssmhealth.com

ssmhealth.com

From: Fick, Mackinzey <Mackinzey.Fick@health.mo.gov>

Sent: Tuesday, July 2, 2024 4:02 PM

To: Miller, Mitchell <Mitchell.Miller@ssmhealth.com>

Subject: CON 6107

Importance: High

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We reviewed the utilization standard and geographic service area documentation presented in the CON application. Below is the data our office was able to obtain.

			Utilization
--	--	--	-------------

Location	County	# of Units	
Barnes -Jewish St. Peters Hospital	St. Charles	1*	Unable to obtain information
Mercy Hospital St. Louis	St. Charles	1	2,603 in 2021, 2,890 in 2022, 3,219 in 2023
Progress West	St. Charles	1*	Unable to obtain information
SSM Health St. Joseph Hospital – St. Charles	St. Charles	1	1,414 in 2021, 1,591 in 2022, 1,886 in 2023
SSM Health St. Joseph Hospital – Lake St. Louis	St. Charles	1	4,957 in 2021, 4,657 in 2022, 4,516 in 2023
St. Joseph Medical Park	St. Charles	1	1,383 in 2021, 2,304 in 2022, 2,319 in 2023
Total		6	

** Units based on CON report and additional information from past projects.*

If you disagree with our findings, please provide alternative data with sources attached and if you agree with our findings, please state so.

Your response is needed by 7/9/2024. Thank you.

Mackinzey Fick (Name change from Lux to Fick)

Assistant Program Coordinator, Certificate of Need

Department of Health and Senior Services

920 Wildwood Drive, P.O. Box 570

Jefferson City, MO 65102

OFFICE: 573-751-6403

FAX: 573-751-7894

EMAIL: mackinzey.fick@health.mo.gov

<http://health.mo.gov/information/boards/certificateofneed/index.php>

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