

# Application to the Missouri Health Facilities Review Committee

Project: Boone Health Addition of CT Scanner, #6173 HS







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

Project Name:	e: Boone Health Addition of CT Scanner Project No: #6173 HS	
Project Descri	ription: Addition of one (1) dual source CT scanner to Boone Health; Includes equipment purchase and construction to renovate existing space.	
Done Page N/A	/A <u>Description</u>	
Divider I.	Application Summary:	
<b>√</b> 5	1. Applicant Identification and Certification (Form MO 580-1861)	
✓ 6-11	2. Representative Registration (From MO 580-1869)	
<b>√</b> 12-35	3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs.	
Divider II.	Proposal Description:	
<b>√</b> 36-37, 44-80	1. Provide a complete detailed project description and include equipment bid quotes.	
✓ 38	2. Provide a timeline of events for the project, from CON issuance through project completion.	
✓ 38-39	3. Provide a legible city or county map showing the exact location of the project.	
<b>√</b> 39	4. Define the community to be served and provide the geographic service area for the equipment.	
<b>√</b> 40	5. Provide other statistics to document the size and validity of any user-defined geographic service area.	
<b>√</b> 41	6. Identify specific community problems or unmet needs the proposal would address.	
<b>√</b> 41	7. Provide the historical utilization for each of the past three years and utilization projections through th	e
	first three (3) <b>FULL</b> years of operation of the new equipment.	
<b>√</b> 41	8. Provide the methods and assumptions used to project utilization.	
<b>√</b> 42	<ol><li>Document that consumer needs and preferences have been included in planning this project and desc how consumers had an opportunity to provide input.</li></ol>	ribe
<ul><li>✓ 43, 81-86</li><li>✓ 43</li></ul>	<ul><li>10. Provide copies of any petitions, letters of support or opposition received.</li><li>11. Document that providers of similar health services in the proposed service area have been notified of tapplication by a public notice in the local newspaper.</li></ul>	he
√ 12, 87-91	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:	
✓	1. For new units, address the minimum annual utilization standard for the proposed geographic service	area
✓		
<b>√</b> 92	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;	
<b>√</b>	- 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 the effects on the existing technologies;	and
✓	- Food and Drug Administration approval;	
<b>√</b>	- The need methodology used by this proposal in order to assess efficacy and cost impact of the propos	al;
✓		
Divider IV.	Financial Feasibility Review Criteria and Standards:	
<b>√</b> 93-96	1. Document that sufficient financing is available by providing a letter from a financial institution or an	
<b>✓</b> 93, 97-99	auditor's statement indicating that sufficient funds are available.  2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) <b>FULI</b>	Ĺ
	years beyond project completion.	
<b>√</b> 93	3. Document how patient charges are derived.	
√ 93, 100-102	4. Document responsiveness to the needs of the medically indigent.	

#### **Exhibits Contained within Application:**

#### <u>Divider I</u>

Exhibit I-1: Applicant Identification and Certification (Form MO 580-1861)

Exhibit I-2: Representative Registration (Form MO 580-1869)

Exhibit I-3: Proposed Project Budget (Form MO 580-1863) and detail sheet with

documentation of costs

#### <u>Divider II</u>

**Exhibit II-1:** Preliminary Schematic

Exhibit II-2: Equipment Bid

**Exhibit II-3:** Copies of Letters of Support

Exhibit II-4: Copies of Letters of Notification

#### **Divider III**

None

#### **Divider IV**

Exhibit IV-1: Evidence of Sufficient Funding – Letter from Central Trust Company

**Exhibit IV-2:** Equipment Lease Proposal

Exhibit IV-3: Service-Specific Revenues and Expenses (Form MO 580-1865)

Exhibit IV-4: Boone Health Financial Assistance Policy

#### **Divider I. Application Summary:**

1. Applicant Identification and Certification (Form MO 580-1861)

The Applicant Identification and Certification is included in this application as Exhibit I-1.

2. Representative Registration (Form MO 580-1869)

The Representative Registration is included in this application as Exhibit I-2.

3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs.

The proposed Project Budget is set forth on the required form, accompanied by required detail sheet and construction quotes, in this application as Exhibit I-3.



# APPLICANT IDENTIFICATION AND CERTIFICATION

The information provided must match the <b>Letter of Intent</b> for this project, without exception.				
1. Project Location (Attach additional pages as neces	sary to identify multiple project sites	s.)		
Title of Proposed Project Boone Health Addition of CT Scanner		Project Number #6173 HS		
Project Address (Street/City/State/Zip Code)		County		
1600 E. Broadway, Columbia, MO 65201		Boone		
2. Applicant Identification (Information must ag	ree with previously submitted Letter	of Intent.)		
List All Owner(s): (List corporate entity.)	Address (Street/City/State/Z	ip Code)	Telephone Number	
CH Allied Services, Inc.	1600 E. Broadway, Columbia, MC	0 65201	573-815-8000	
(List entity to be  List All Operator(s): licensed or certified.)  Addi	ress (Street/City/State/Zip Coc	le) Teleph	one Number	
Boone Hospital Center	1600 E. Broadway, Columbia, MC	0 65201	573-815-8000	
3. Ownership (Check applicable category.)				
$lacksquare$ Nonprofit Corporation $\Box$ Individua	al City	☐ Distric	t	
$\square$ Partnership $\square$ Corporat	ion $\square$ County	☐ Other_		
4. Certification				
In submitting this project application, the applicant understands that:				
<ul> <li>(A) The review will be made as to the community need for the proposed beds or equipment in this application;</li> <li>(B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area;</li> <li>(C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute;</li> <li>(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:</li> <li>(E) Notification will be provided to the CON Program staff if and when the project is abandoned; and</li> <li>(F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the</li> </ul>				
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 Conta	ct Person Correction Form if differen	t from the Letter of Intent.)		
Name of Contact Person		tle		
Danielle Atterberry  Director, Imaging & Neurodiagnostic Ser		ostic Services		
Telephone Number Fax Number 573-815-3499 573-815-6343		-mail Address g22928@boone.health		
Signature of Contact Person  Panielle attliberry		2/13/25		
MO 580-1861 (03/13)	<u>'</u>			



(A registration form must be completed for <b>ea</b>	<b>ch</b> project pres	ented.)
Project Name  Boone Health Addition of CT Scanner	Number #6173	ПG
		no
(Please type or print legibly	1)	
Name of Representative	Title	
Brady Dubois	Chief E	Executive Officer
Firm/Corporation/Association of Representative (may be different from below e.g. law firm, consultant, other)		Telephone Number
Boone Health		573-815-3210
Address (Street/City/State/Zip Code)		
1600 E Broadway, Columbia, MO 65201		
Who's interests are being represented? (If more than one, submit a separate Representative Registration Form	n for each.)	
Name of Individual/Agency/Corporation/Organization being Represented		Telephone Number
Boone Health		573-815-8000
Address (Street/City/State/Zip Code)		
1600 E Broadway, Columbia, MO 65201		
Check one Do you	Relationship t	o Project:
☑ Support	□ None	e
☐ Oppose	🗹 Emp	loyee
$\square$ Neutral	☐ Lega	l Counsel
	☐ Cons	sultant
	☐ Lobb	pyist
Other Information	☐ Othe	er (explain)
		-
I attest that to the best of my belief and knowledge the testir me is truthful, represents factual information, and is in com which says Any person who is paid either as part of his non support or oppose any project before the health facilities revie lobbyist pursuant to chapter 105 RSMo, and shall also registe facilities review committee for every project in which such per whether such person supports or opposes the named project. the names and addresses of any person, firm, corporation or registering represents in relation to the named project. Any p subsection shall be subject to the penalties specified in § 105	pliance with to mal employment committee ser with the states on has an in The registrates association the erson violating	§197 326 1 RSMo ent or as a lobbyist to shall register as a aff of the health terest and indicate ion shall also include nat the person
By EL:		2-16-2025
MO 580-1869 (11/01)		



(A registration form must be completed for each project presented.)			
Project Name  Boone Health Addition of CT Scanner	Number #6173	HS	
(Please type or print legibly )			
Name of Representative	Title		
Christian Jones	Chief (	Operating Officer	
Firm/Corporation/Association of Representative (may be different from below, e.g. law firm, consultant, other)		Telephone Number	
Boone Health		573-815-6895	
Address (Street/City/State/Zip Code)			
1600 E Broadway, Columbia, MO 65201			
Who's interests are being represented? (If more than one, submit a separate Representative Registration Form form)	or each.)		
Name of Individual/Agency/Corporation/Organization being Represented		Telephone Number	
Boone Health		573-815-8000	
Address (Street/City/State/Zip Code)			
1600 E Broadway, Columbia, MO 65201			
Check one Do you Re	lationship t	to Project	
☑ Support	□ Non	e	
☐ Oppose	🗹 Emp	oloyee	
$\square$ Neutral	☐ Lega	al Counsel	
	☐ Con	sultant	
	☐ Lobl	oyist	
Other Information	☐ Oth	er (explain)	
I attest that to the best of my belief and knowledge the testime me is truthful, represents factual information, and is in complete which says. Any person who is paid either as part of his normal support or oppose any project before the health facilities review lobbyist pursuant to chapter 105 RSMo, and shall also register facilities review committee for every project in which such person whether such person supports or opposes the named project. To the names and addresses of any person, firm, corporation or as registering represents in relation to the named project. Any person subsection shall be subject to the penalties specified in § 105.47	iance with al employm committee with the sto n has an in he registrat sociation th	§197 326 1 RSMo ent or as a lobbyist to shall register as a aff of the health aterest and indicate tion shall also include nat the person g the provisions of this	
Original Signature		2/10/2025	
MO 580-1869 (11/01)			



(A registration form must be completed for <b>each</b> project presented.)			
Project Name Boone Health Addition of CT Scanner	Number #6173	HS	
(Please type or print legibly )			
Name of Representative	Title		
Edward Clayton	Chief I	Financial Officer	
Firm/Corporation/Association of Representative (may be different from below, e.g. law firm, consultant, other)	. I	Telephone Number	
Boone Health		573-815-3072	
Address (Street/City/State/Zip Code)			
1600 E Broadway, Columbia, MO 65201			
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		Telephone Number	
Boone Health		573-815-8000	
Address (Street/City/State/Zip Code)			
1600 E Broadway, Columbia, MO 65201			
Check one Do you Rela	tionship	to Project.	
☑ Support	□ Non	e	
☐ Oppose	☑ Emp	ployee	
☐ Neutral	☐ Lega	al Counsel	
	☐ Con	sultant	
	☐ Lob	byist	
Other Information	Oth	er (explain)	
I attest that to the best of my belief and knowledge the testimony me is truthful, represents factual information, and is in compliant which says. Any person who is paid either as part of his normal support or oppose any project before the health facilities review of lobbyist pursuant to chapter 105 RSMo, and shall also register we facilities review committee for every project in which such person whether such person supports or opposes the named project. The the names and addresses of any person, firm, corporation or assorted registering represents in relation to the named project. Any person subsection shall be subject to the penalties specified in § 105.478.	nce with employm ommittee ith the sta has an in e registra ociation ti n violatin	§197 326 1 RSMo ent or as a lobbyist to shall register as a aff of the health nterest and indicate tion shall also include hat the person ng the provisions of this	
Original Signature  MO 580-1869 (11/01)		2/10/2025	



(A registration form must be completed for <b>each</b> pro		ented.)
Project Name Boone Health Addition of CT Scanner	Number #6173	HS
(Please type or print legibly )		
Name of Representative	Title	U-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
Dr Robin Blount	Chief N	Medical Officer
Firm/Corporation/Association of Representative (may be different from below, e.g. law firm, consultant, other)		Telephone Number
Boone Health		573-815-3206
Address (Street/City/State/Zip Code)		
1600 E Broadway, Columbia, MO 65201		
Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for each separate representative Registration Form for the Regi	ach.)	
Name of Individual/Agency/Corporation/Organization being Represented		Telephone Number
Boone Health		573-815-8000
Address (Street/City/State/Zip Code)		
1600 E Broadway, Columbia, MO 65201		
Check one Do you Relation	onship t	o Project.
☑ Support	None	e
☐ Oppose	🗹 Emp	oloyee
☐ Neutral [	] Lega	d Counsel
	Cons	sultant
Ţ	Lobb	oyist
Other Information	Othe	er (explain)
I attest that to the best of my belief and knowledge the testimony me is truthful, represents factual information, and is in compliant which says Any person who is paid either as part of his normal er support or oppose any project before the health facilities review com lobbyist pursuant to chapter 105 RSMo, and shall also register with facilities review committee for every project in which such person he whether such person supports or opposes the named project. The rethe names and addresses of any person, firm, corporation or assoc registering represents in relation to the named project. Any person subsection shall be subject to the penalties specified in § 105 478, 1	ce with the sployment of the states an integrated the violation the violating the states are the states	§197 326 1 RSMo ent or as a lobbyist to shall register as a aff of the health terest and indicate ion shall also include nat the person
MO 580-1869 (11/01)		2/11/25



(A registration form must be completed for <b>each</b> project presented)			
Project Name Boone Health Addition of CT Scanner	Number #6173	HS	
(Please type or print legibly )			
Name of Representative	Title	Addition	
Drew Wilkinson	VP, P	rovider & Ambulatory Services	
Firm/Corporation/Association of Representative (may be different from below e.g. law firm consultant, other)	********	Telephone Number	
Boone Health		573-815-3210	
Address (Street/City/State/Zip Code)			
1600 E Broadway, Columbia, MO 65201			
Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for e	ach.)		
Name of Individual/Agency/Corporation/Organization being Represented		Telephone Number	
Boone Health		573-815-8000	
Address (Street/City/State/Zip Code)			
1600 E Broadway, Columbia, MO 65201			
Check one Do you Relati	onship	to Project.	
☑ Support	□ Non	ae	
Oppose	🗹 Emj	ployee	
☐ Neutral	Lega	al Counsel	
	Con	sultant	
	Lob	byist	
Other Information	Oth	er (explain)	
	***************************************		
I attest that to the best of my belief and knowledge the testimony me is truthful, represents factual information, and is in complian which says Any person who is paid either as part of his normal esupport or oppose any project before the health facilities review con lobbyist pursuant to chapter 105 RSMo, and shall also register with facilities review committee for every project in which such person he whether such person supports or opposes the named project. The the names and addresses of any person, firm, corporation or associately registering represents in relation to the named project. Any person subsection shall be subject to the penalties specified in § 105 478, and original Signature	ce with mploym nmittee h the st as an ir registra iation t violatir	§197 326 1 RSMo tent or as a lobbyist to shall register as a aff of the health nterest and indicate tion shall also include hat the person	
MO 580-1869 (11/01)		2/10/25	



(A registration form must be completed for <b>each</b> project presented.)			
Project Name  Boone Health Addition of CT Scanner	Number #6173	HS	
(Please type or print legibly )	****		
Name of Representative	Title		
Shannon Kuczynski	Chief	Nursing Executive	
Firm/Corporation/Association of Representative (may be different from below, e.g. law firm, consultant, other)	<u> </u>	Telephone Number	
Boone Health		573-815-3210	
Address (Street/City/State/Zip Code)			
1600 E Broadway, Columbia, MO 65201			
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		Telephone Number	
Boone Health		573-815-8000	
Address (Street/City/State/Zip Code)			
1600 E Broadway, Columbia, MO 65201			
Check one Do you Relat	ionship	to Project	
☑ Support	□ Non	ne	
☐ Oppose	☑ Em	ployee	
☐ Neutral	☐ Lega	al Counsel	
	☐ Con	sultant	
	☐ Lob	byist	
Other Information	Oth	er (explain)	
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
I attest that to the best of my belief and knowledge the testimony me is truthful, represents factual information, and is in compliar which says Any person who is paid either as part of his normal esupport or oppose any project before the health facilities review con lobbyist pursuant to chapter 105 RSMo, and shall also register with facilities review committee for every project in which such person whether such person supports or opposes the named project. The the names and addresses of any person, firm, corporation or asso registering represents in relation to the named project. Any person subsection shall be subject to the penalties specified in § 105.478,	nce with employm mmittee th the stras an ir registra ciation t. violatir	§197 326 1 RSMo sent or as a lobbyist to shall register as a aff of the health nterest and indicate tion shall also include hat the person	
MO 580-1869 (11/01)		0000	



#### PROPOSED PROJECT BUDGET

e <mark>scription</mark> OSTS:* (Fill in evo	Dollars
JS15:" (Fill in evo	ery line, even if the amount is "\$0
1. New Construction Costs ***	<u>\$0</u>
2. Renovation Costs ***	\$731,104
3. Subtotal Construction Costs (#1 plus #2)	<u>\$731,104</u>
4. Architectural/Engineering Fees	\$62,700
5. Other Equipment (not in construction contract)	\$70,431
6. Major Medical Equipment	\$1,555,313
7. Land Acquisition Costs ***	\$0
8. Consultants' Fees/Legal Fees ***	\$0
9. Interest During Construction (net of interest earned) ***	<u>\$0</u>
10. Other Costs ***	\$4,737
11. Subtotal Non-Construction Costs (sum of #4 through #10	\$1,693,181
12. Total Project Development Costs (#3 plus #11)	\$2,424,285 **
NANCING:	
13. Unrestricted Funds	\$868,972
14. Bonds	<u>\$0</u>
15. Loans	\$0
16. Other Methods (specify)	\$1,555,313
17. Total Project Financing (sum of #13 through #16)	\$2,424,285 **
18. New Construction Total Square Footage	0
	\$0
19. New Construction Costs Per Square Foot *****	<u></u>
<ul><li>19. New Construction Costs Per Square Foot *****</li><li>20. Renovated Space Total Square Footage</li></ul>	1,488

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

<sup>\*\*</sup> These amounts should be the same.

<sup>\*\*\*</sup> Capitalizable items to be recognized as capital expenditures after project completion.

<sup>\*\*\*\*</sup> 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.

<sup>\*\*\*\*\*</sup> Divide new construction costs by total new construction square footage.

<sup>\*\*\*\*\*</sup> Divide renovation costs by total renovation square **fp2**tage.

#### COSTS: 1. New Construction Costs \*\*\* \$0 2. Renovation Costs \*\*\* \$731,104 Septagon \$658,652 Contingency (7%) \$46,106 Construction Management (4%) \$26,346 3. Subtotal Construction Costs (#1 plus #2) \$731,104 4. Architectural/Engineering Fees \$62,700 \$57,200 SSC - Drawings \$5,500 Septagon - Drawings 5. Other Equipment (not in construction contract) \$70,431 Bayer Contrast Injector \$53,755 \$3,000 Control Room PCs Patient Monitors \$6,700 Suction Regulators \$2,140 Privacy Curtains \$2,736 Chairs \$2,100 \$1,555,313 6. Major Medical Equipment Siemens CT Drive \$1,555,313 7. Land Acquisition Costs \*\*\* \$0 \$0 8. Consultants' Fees/Legal Fees \*\*\* 9. Interest During Construction (net of interest earned) \*\*\* \$0 10. Other Costs \*\*\* \$4,737 Butzer - Readings \$916 West Physics - Shielding Design \$1,055 West Physics - Shielding Integrity Survey \$561 \$2,205 West Physics - Equipment Inspection Fee 11. Subtotal Non-Construction Costs (sum of #4 through #10 \$1,693,181 12. Total Project Development Costs (#3 plus #11) \*\* \$2,424,285 **FINANCING:** 13. Unrestricted Funds \$868,972 14. Bonds \$0 \$0 15. Loans \$1,555,313 16. Other Methods (specify) Siemens Equipment Lease \$1,555,313 17. Total Project Financing (sum of #13 through #16) \*\* \$2,424,285

\$0

\$0

\$1,488

\$491

18. New Construction Total Square Footage

20. Renovated Space Total Square Footage

19. New Construction Costs Per Square Foot \*\*\*\*\*

21. Renovated Space Costs Per Square Foot \*\*\*\*\*\*



2/13/2025

Rene Heider Project Manager Boone Hospital Center 1600 East Broadway Columbia, Mo. 65201

**RE: Radiology New CT** 

Dear Rene:

The purpose of this letter is to provide a cost proposal for the work described on the Westhues drawings dated 1/30 and SSC's drawings dated 1/27. We are also in receipt of addenda one from SSC Engineering.

#### Please note the following:

- Westhues demolition drawing has an error. The existing scale is to remain, not be removed. The readout cable gets rerouted. We've allowed \$200 for a new cable if needed.
- We've allowed \$3,000 for the City building permit fees. The fees won't be known until the permit is approved.
- We've allowed \$2,000 for Crockett to inspect the welds and test the concrete at the injector support and concrete slab patching.
- We have included new lead glass at the observation window. We will attempt to salvage, store
  and reuse the existing glass. The cost savings if we successfully pull the existing glass without
  breakage will be \$6,800.
- We have included skim coating and moisture tests at the new sheet vinyl. No moisture mitigation has been included at this time.
- All work has been figured sales tax exempt and subject to Boone County wage determination #31.
- Payment terms shall be net 30.
- Builder's risk insurance shall be by Boone Hospital.
- A performance and payment bond is not included. Add \$6,500 to our cost below if this job is to be bonded.
- No temporary HVAC is included by Butzer at this time.

The cost of the project without bond is ......\$ 658,652.00

Please let me know if you have any questions.

Best regards,

ards, More Strefer

Mark Stuefer, G.M.



# HAROLD G. BUTZER, INC.

#### **MECHANICAL CONTRACTOR AND ENGINEERS**

"Dependable Service Since 1926"

**PROPOSAL** 

NO.

27559

721 WICKER LANE - JEFFERSON CITY, MISSOURI 65109-4720		TELEPHON	IE 573-636-4115 - FAX 573-636-7944	
Mark Stuefer	, · · · ,	DATE:	February 13, 2025	
		JOB:	BHC - CT Addition	
			- -	
			-	
		PURCHA	ASE ORDER NO	

**WE PROPOSE** to furnish labor, materials, equipment, and supervision for the installation of Division 22 - Plumbing & Division 23 - HVAC as shown on project plans and specifications for the above referenced project.

- \*\* Siemens pull box furnished/installed by others.
- \*\* Siemens water hoses furnished by others.
- \*\* Excavation/backfill included. Sawcutting, concrete removal/patchback by others.

Notes: We have received and reviewed 1 Addenda.

Exclusions: Bond; Overtime; Shift Pay; Sales Tax; Power Wiring; Concrete Work; Dumpster; Fire Suppression;

Paint; Dust Partitions; Negative Air; Hepa Filtration; Infection Control; Temp. HVAC

Ceiling Removal/Replacement; Wall, Ceiling, Floor & Roof Patch/Repair; Architectural Access Panels;

#### SALES/USE TAX, IF APPLICABLE, WILL BE ADDED TO THE ABOVE UNLESS A SIGNED COPY OF EXEMPTION CERTIFICATE IS PROVIDED BY PURCHASER

HAROLD G. BUTZER, INC.		THIS PROPOSAL IS ACCEPTED AND HAROLD	IMPORTANT NOTICE!
		G. BUTZER, INC. IS ORDERED TO PROCEED	
		WITH THE WORK	THE ATTACHED STANDARD TERMS AND
BY	Curtis L. Dittmer	BY	CONDITIONS AND MISSOURI NOTICE TO
		" a	OWNERS APPLY TO THIS PROPOSAL
TITLE	Project Estimator	TITLE	
			Page 1 of 2
DATE	02/13/25	DATE	

#### STANDARD TERMS AND CONDITIONS

**PAYMENT TERMS:** By the tenth day of each month, Purchaser shall pay for all equipment and materials placed on job site, all installation and supervision labor, all services performed by others during the preceding month including allowances for overhead and prof it as shown by our written estimate or by the architect's or engineer's written estimate. Purchaser agrees to pay a service charge of 1. 50 percent per month on the principal amounts outstanding for more than 30 days. If default is made in the payment of any of the monthly es timates or the accumulated reserve and if the account is placed in the hands of an attorney for collection, Purchaser will pay a reasonable attorney's fee and all costs of collection.

If your form of payment is by credit card, a processing fee of 2.5% will be added to this proposal

CHANGE ORDERS: If the Purchaser orders that work other than that agreed on above be performed, the payment therefore shall be based on cost plus an allowance for overhead of 15% of cost plus an allowance for profit of 10% of cost and overhead. The cost shall include the cost of installation and supervision labor (including wages, fringe benefits, payroll insurances and taxes), the cost of materials (including taxes and transportation charges), the rental charges for power tools whether or not owned by the Company and the cost of work subcontracted to or performed by others, if the Purchaser orders that deductions be made in work agreed on above, the credits for same shall be based on cost. It is contemplated that installation or supervision labor and services agreed on are to be performed during regular working hours on regular working days. If the purchaser requests that labor or services be performed outside of such regular working hours, any overtime or other additional expenses occasioned thereby shall be billed to and paid by the Purchaser as set out a bove.

**DAMAGES OR BACKCHARGES:** The Purchaser shall advise the Company of any damages or backcharges within thirty days of such damages or back charges. Failure on the part of the Purchaser to render an itemized account shall relieve the company of any responsibility for payment thereof.

**HAZARDOUS MATERIALS:** Purchaser agrees to remove or render harmless any hazardous materials present at the work site whether pre-existing or discovered during construction, to issue change order(s) to the Company for added costs associated with the discovery, removal, or remediation of the hazardous materials and to extend the duration of the project to include time required for aba tement thereof.

**WARRANTY:** Work described above is warranted for a period of 1 year following date of substantial completion. Warranty excludes abuse, modifications executed by others, improper maintenance or operation or normal wear and tear.

**DURATION OF PROPOSAL:** Proposals do not continue beyond thirty days and all proposals are subject to change or withdrawal at any time by the Company without notice.

"FORCE MAJEURE. If either party to this Contract is delayed, hindered and/or prevented from the performance of any act required under this Contract by reason of strikes, lock-outs, labor troubles, inability or delay in procuring standard or fabricated materials, failure of power, restrictive governmental laws, regulations, or orders, or governmental action or inaction (including failure, refusal or delay in issuing permits, approvals and/or authorizations, which is not the result of the action or inaction of the party claiming such delay), riots, civil unrest or insurrection, war, fire, earthquake, flood or any other natural disaster, unusual and unforeseeable delay which results from any interruption of any public utilities (e.g., electricity, gas water, telephone), severe or unusual weather, or other unusual and unforeseea ble delay not within the reasonable control of the party delayed in performing work or doing acts required under the provisions of this Con tract, then performance of such act will be excused for the period of the delay and the period for the performance any such act will be extended for a period equivalent to the period of such delay. The provisions of this paragraph will not operate to excuse either party from continuing with performance of those portions of the Contract that are unaffected by any of the foregoing conditions."

**ENTIRE AGREEMENT:** This proposal, when accepted, represents the entire agreement between the parties and supersedes prior written oral agreements.

**CANCELLATION:** If, following acceptance of proposal by Buyer, all or any portion of the resulting order is canceled by Buyer without default on the part of Seller or without Seller's written consent, Buyer shall be liable to Seller for cancellation charges i ncluding but not limited to Seller's incurred costs and such profit as would have been realized by Seller from the transaction had the agreeme nt not been breached by Buyer.

#### **MISSOURI NOTICE TO OWNERS**

NOTICE TO OWNER – FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

4/27/05



# HAROLD G. BUTZER, INC.

#### **MECHANICAL CONTRACTOR AND ENGINEERS**

PROPOSED SCOPE OF WORK

"Dependable Service Since 1926"

721 WICKER LANE - JEFFERSON CITY, MISSOURI 65109-4720 TELEPHONE 573-636-4115 - FAX 573-636-7944

Job: BHC - CT Addition

#### **General Contractors**

**Project Estimator** 

Date: 2/13/2025

	DIVISION NUMBER AND TITLE	SCOPE KEY	REMARKS
	Division 22 - Plumbing		
220000	Plumbing General Conditions	F&I	
20010	Basic Plumbing Materials & Methods	F&I	
	Plumbing Seismic Restraints	F&I	8
20400	Plumbing Systems	F&I	\(\)
20420	Plumbing Fixtures & Trim	F&I	
220860	Medical Gas Systems Piping	F&I	
	Division 23 - HVAC		
30000	Mechanical General Conditions	F&I	
230010	Basic Mechanical Materials & Methods	F&I	
230020	Vibration Isolation & Seismic Restraints	F&I	
230080	Owner Furnished Equipment	R	
230100	Installation of Mechanical Piping	F&I	
230110	HVAC Water Systems Piping	F&I	
230200	Mechanical Insulation	F&I	
	Fan Coil Units	F&I	
230650	Terminal Units	F&I	
230900	Air Distribution	F&I	
230910	Start-Up, Cleaning & Testing	F&I	
	Testing & Balancing	F&I	
230960	Temperature Controls Point List	F&I	
-			
	· · ·		
		SCOPE KEY	
	Harold G. Butzer, Inc.	EXCLUDED FURNISH ONLY	Addenda Acknowledged 1

Page 1

F&I FURNISH & INSTALL

INSTALL ONLY REFERENCE ONLY Addenda Acknowledged

# Meyer Electric Co., Inc.

## 3513 North Ten Mile Drive Jefferson City, MO 65109

**Phone:** (573) 893-2335

Fax: (573) 893-3686

E-mail: office@meyerelectric.net

February 13, 2025

Septagon Construction Columbia, MO

Attn: Mark Stuefer

Re: Boone Hospital CT Addition

Meyer Electric #ME41119

Dear Mark:

We propose to furnish material and labor to install electrical work, per the following:

#### Includes:

- A. Demo existing electrical, per plans.
- B. Light fixtures and lighting control devices, in -use warning light.
- C. Electrical wiring devices, EPO switches, per plans.
- D. Remove and reinstall existing electrical ceiling devices, per plans.
- E. Electrical conduit and boxes. Rough in only for telephone/data.
- F. Electrical conduit, conductors, junction boxes, etc. for a complete electrical installation, per plans.
- G. New panel "MP" QDH4-A1.
- H. Arc flash coordination study for new panel.
- I. CT room conduit, pull boxes, Wiremold raceway, wall duct, etc., per Siemens drawing sheet E2.2.
- J. 30 amp, 480 volt temporary power for sawcutting.

#### Excludes:

- A. Taxes.
- B. All sawcutting and repair for concrete to be by others.
- C. All equipment to be furnished and installed by others.

We will install the preceding for a sum of:

\$118,507.00

Please advise if we can be of further service.

Sincerely,

MEYER ELECTRIC CO., INC.

## Lean J. Keller

Leon J. Keller, President

c/o Brian Keller, Vice President

IGAN'S FLOORING - COMMERCIAL DIVISION 55 WOODCLIFT DR. FERSON CITY, MO 65109 IITED STATES

# QUOTE

Ryan Tomlinson Project Manaş PH: 573 533 89

111.575.555.65

E-Mail: ryan@dugans1871

PROJECT: BOONE HOSP. CT

Attention:

Date: 2.12.25

ADDENDA RECEIVED C

PER PLANS & SPECIFICATIONS YES

If NO Clarify below or on Attachment

Spec. Section

**DESCRIPTION OF WORK** 

**TOTAL PRICE** 

SV - Teknoflor Timberscapes 53905 Gunstock Oak

RB1 - TARKETT 283 TOAST 4"

LABOR AND MATERIALS TO MOISTURE TEST, SKIM COAT, AND INSTALL HEAT WELD SHEET VINYL

AND COVE BASE.

TOTAL =

\$18,934.00

LABOR AND RENTAL TO DEMO EXISTING SHEET VINYL

ADD =

\$3,980.00

IF TAX EXEMPT DEDUCT =

\$468.00

QUOTE GOOD FOR PREVAILING, NON-PREVAILING, & AFTER HOURS WORK

BONDS INCLUDED	NO	FURNISHED & INSTALLED	YES
SALES TAX INCLUDED	YES	INSTALL ONLY / LABOR	NO
PREVAILING WAGE	NO	MATERIALS DELIVERED ONLY	NO
CERTIFIED MBE/WBE	NO	FREIGHT INCLUDED	YES
FLOOR LEVELING	NO	FLOOR GRINDING	NO

#### (1) EXCLUDES THE FOLLOWING

**Demo Unless Noted Above** 

**High Moisture Remedies** 

Sealing or Waxing Resilient Flooring & Sealing Grout or Tile Unless Noted Above

Extensive Surface Preparations Including Leveling - Filling Deep Cracks - Shot Blasting - and Scarifing

- (2) Surface Preperation is Limited to Minor Patch I. E. Cold Joints & small Divots 1/4 " or less
- (3) Contractor / Owner is Responsible for Removing All Furniture-Debris-Materials-and Equipment from areas to Receive New Flooring Prior to Commencement of Flooring Work
- (4) Contractor / Owner Acknowledges that Materials are Specific to the Project and All Materials In Production-Transit - or in Storage MUST be PAID FOR. Subcontractor Will Surrender All Materials to Contractor or Owner
- (5) Contractor / Owner must take Precautions to Prevent Other Trades from Working on Newly Installed Flooring Before Materials have Cured
- (6) Contractor Will Protect New Flooring from other Trades During the Period Completion to Turn Over
- (7) Contractor / Owner is Responsible for Maintaining Temperature of 65-85 Degrees 72 Hours Prior-During And After Installation.
- (8) 10 day notification request to start work

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Position :	//Date ://

Accepted By : \_\_\_\_\_

#### Mark,

Imhoff Construction Inc. proposes to provide all materials, equipment and labor necessary to complete the following scope of work. We have reviewed one addendum and visited the jobsite.

#### **RE: Boone Hospital Center Radiology CT Scan Renovation**

#### Scope of Work:

Furnish and install the temporary construction barrier walls.

Furnish and install the Plastic Zip Wall System as required.

Frame, hang and finish the new wall partitions as noted.

Furnish and install the Lead Shielding per the wall legend notes.

Patch and repair the exiting walls as required.

Paint the walls throughout the suite.

Paint the door frames in the renovated suite.

Furnish and install the Acoustical Ceilings.

Remove our construction trash into the project's dumpster.

Drywall & Acoustical Ceilings	\$28,070.00
Construction Walls	\$4,800.00
Painting	\$6,275,00

Sincerely,

Walt Imhoff



Patching \$ 5,000



Friday, February 13, 2025

RE: Aurora Med Spa – Columbia, MO Fire Sprinkler Proposal

#### Scope of Work

Ozark Fire Sprinkler (OFS) proposes to provide the labor, materials, equipment, PE stamped drawings, coordination, and supervision necessary to modify an existing Automatic Wet Pipe Fire Sprinkler System. This design is based on design standards pursuant to NFPA No. 13 and architectural drawings.

- OFS understands that this project will require multiple site mobilizations.
- OFS will install new sprinkler drops and heads for the new ceiling layout. All
  existing sprinkler heads not in area of work are to remain.
- This proposal is based on fire sprinkler rough-in installation from a clean and unobstructed concrete floor.
- Concealer pendent type sprinkler heads with white cover plates to be used in all areas with drop ceilings and centered in the ACT.
- Brass upright heads to be used in all areas where exposed to structure.
- OFS will install piping and heads in accordance to NFPA 13.
- Black steel pipe and cast-iron threaded fitting will be utilized.
- OFS has included lift cost and PE stamped drawings.
- OFS will provide six spare heads for the head box.
- All valves, mains, fire department connections and devices are to remain existing.

#### **Exclusions**

- Only sprinkler heads and associated arm over piping in area of construction are to be relocated, all branchlines and main area are to remain existing.
- · Relocating existing mains for other MEP trades.
- Firewatch.
- Flexible sprinkler drops.
- Adding any soffits or way of concealing the sprinkler pipe other than above ceilings.
- Infection control measures (if and when required, by others).
- Electrical wiring, alarm wiring, alarm panels or monitoring services (by others).
- Fire extinguishers or cabinets (by others).
- Cleaning, priming, prepping or painting of sprinkler pipe (by others).
- Protection of sprinkler piping or sprinkler heads from physical damage or painting by other on-site contractors.
- Testing of the system as these areas cannot be isolated. Once OFS's work in each area is completed OFS will fill the system and inspect for any leaks or deficiencies.
- Overtime or premium labor time (normal working hours 7:00am 3:30pm).
- Adequate heat to prevent the freezing of sprinkler pipe (by others).
- BIM Modeling or 3D coordination (not indicated as being required per bid documents).
- Seismic bracing on any sprinkler pipe that is ETR.
- Bond.

Consultation

Design

Service

Installation

Inspections

Extinguishers

The total for labor, materials and excluding taxes on this project will be **Sixteen Thousand Eight Hundred Dollars**, **\$16,800.00**.

Due to the current volatility of steel pipe pricing and projected shortages, this proposal is valid for a period of thirty (30) days from the date of this proposal letter. OFS will need an authorization to proceed, as well as AutoCAD files for OFS to complete design, to allow OFS to pre-order steel pipe within 60/90 days from the date of this proposal letter.

Sincerely,

Adam Shaffer Ozark Fire Sprinkler

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# DELONG'S, INC. PROPOSAL 301 DIX ROAD JEFFERSON CITY, MISSOURI 65109 573-635-6121

Keith Baylous's Cell: 573-808-0577

TO:  LETTING: DATE: February 13, 2025 OWNER:  NAME OF JOB/LOCATION: BOONE HOSPITAL CT ADDITION — COLUMBIA, MO.  BASE BID:  APPROX. 0.3 TONS OF STRUCTURAL STEEL INCLUDING; INFUSER SUPPORT ANGLES FOR FIRST CEILING  TOTAL LUMP SUM BEFORE TAX		_
• APPROX. 0.3 TONS OF STRUCTURAL STEEL INCLUDING; INFUSER SUPPORT ANGLES FOR FIRST CEILING  TOTAL LUMP SUM BEFORE TAX	13, 2025	
APPROX. 0.3 TONS OF STRUCTURAL STEEL INCLUDING; INFUSER SUPPORT ANGLES FOR FIRST CEILING  TOTAL LUMP SUM BEFORE TAX	UMBIA, MO.	AME OF JOB/LOCATION: BOONE HOSPITAL
TOTAL LUMP SUM BEFORE TAX		SE BID:
NOTES: THE ABOVE PRICE EXCLUDES:  SALES TAX  ERECTION & INSTALLATION  GAUGE, STAINLESS, BRASS, CAST IRON & ALUMINUM MATERIALS  UNISTRUTS AND ANCHORS  DOWNSPOUTS, DOWNSPOUT BOOTS & METAL SCUPPER SLEEVES  O54000 COLD FORMED METAL FRAMING  MASONRY WIRE TIES  TEMPORARY BRACING/SHORING FOR ANY STEEL OR ANY OTHER TRADES OR ANY DESIGN OF TEMPORARY BRACING/SHORING  PRE-ENGINEERED METAL BUILDING & ANCHOR BOLTS FOR PEMB  ALUMINUM RAILINGS & LADDERS  SURVEYING, FIELD VERIFICATION OF EXISTING CONDITIONS, ALL ONSITE TESTING, AND INSPECTIONS & ANCHOR BOLT VERIFICATION  Page 1 of 2  This quote is offered on behalf of DeLong's, Inc. and is considered accepted upon Buyer's signature or Notice to 1	USER SUPPORT ANGLES FOR FIRST FLOOR	
THE ABOVE PRICE EXCLUDES:  SALES TAX  ERECTION & INSTALLATION  GAUGE, STAINLESS, BRASS, CAST IRON & ALUMINUM MATERIALS  UNISTRUTS AND ANCHORS  DOWNSPOUTS, DOWNSPOUT BOOTS & METAL SCUPPER SLEEVES  O54000 COLD FORMED METAL FRAMING  MASONRY WIRE TIES  TEMPORARY BRACING/SHORING FOR ANY STEEL OR ANY OTHER TRADES OR ANY DESIGN OF TEMPORARY BRACING/SHORING  PRE-ENGINEERED METAL BUILDING & ANCHOR BOLTS FOR PEMB  ALUMINUM RAILINGS & LADDERS  SURVEYING, FIELD VERIFICATION OF EXISTING CONDITIONS, ALL ONSITE TESTING, AND INSPECTIONS & ANCHOR BOLT VERIFICATION  Page 1 of 2  This quote is offered on behalf of DeLong's, Inc. and is considered accepted upon Buyer's signature or Notice to 1	JOBSITE = \$ 3,984.00	TOTAL LUMP SUM BEFORE TAX
This quote is offered on behalf of DeLong's, Inc. and is considered accepted upon Buyer's signature or Notice to 1	CUPPER SLEEVES  L OR ANY OTHER TRADES OR ANY BOLTS FOR PEMB  CONDITIONS, ALL ONSITE	THE ABOVE PRICE EXCLUDES:  SALES TAX  ERECTION & INSTALLATION  GAUGE, STAINLESS, BRASS,  UNISTRUTS AND ANCHORS  DOWNSPOUTS, DOWNSPOUT  O54000 COLD FORMED METAL  MASONRY WIRE TIES  TEMPORARY BRACING/SHODESIGN OF TEMPORARY BR  PRE-ENGINEERED METAL BE  ALUMINUM RAILINGS & LA  SURVEYING, FIELD VERIFICE
This quote is offered on behalf of DeLong's, Inc. and is considered accepted upon Buyer's signature or Notice to 1		
Accepted proposals are subject to our terms and conditions found at <a href="https://delongsinc.com/legal-notices/">https://delongsinc.com/legal-notices/</a>	upon Buyer's signature or Notice to Proceed os://delongsinc.com/legal-notices/	is quote is offered on behalf of DeLong's, Inc. and cepted proposals are subject to our terms and co
Buyer's Signature:		

Buyer's Name/Title: Acceptance Date:







- FINISH PAINT, TOUCH UP PAINT, BITUMINOUS /ASPHALTIC PAINT, GROUT, POUR ROCK OR GROUTING OF COLUMNS
- OSHA SAFETY CABLE RAILS (UNLESS SPECIFICALLY NOTED IN THE ABOVE SCOPE OF WORK)
- ALL STEEL NOT SHOWN, SIZED, AND LOCATED ON DRAWINGS
- COORDINATION FROM OTHER TRADES AFFECTING STEEL FRAMING MUST BE COMPLETED PRIOR TO COMMENCEMENT OF ANY STEEL FABRICATION
- PRE-ENGINEERED METAL BUILDING AND ANCHOR BOLTS FOR PEMB
- METAL PANELS
- LIGHT POLES & ANCHOR BOLTS FOR LIGHT POLES
- LOUVERS
- GALVANIZE HAT CHANNELS
- ROOF HATCH WITH SAFETY RAILINGS
- STAIRS, RAILINGS & LADDERS
- METAL BAR JOISTS & METAL DECK
- HILTI THREADED ROD AND EPOXY AY STRUCTUAL STEEL FOUNDATION PLAN ON SHEET S1.1
- CEILING PLATE

#### THE ABOVE PRICE INCLUDES:

- PRIME PAINT ONLY
- DRAWINGS VIEWED G01, A100, A200, S0.1, S1.1 DATED 01/27/25
- ADDENDUM #1
- INFUSER SUPPORT ANLGES ARE AT ONE LOCATION ONLY
- BOLTS, NUTS, WASHERS WHERE DELONG'S STEEL IS CONNECTED TO DELONG'S STEEL OR TO CONCRETE ONLY

CONSTRUCTION SPECIALTIES, INC 3 Werner Way Suite 100 Lebanon, NJ 08833 United States

#### Quote

Acrovyn<sup>®</sup> Interior Wall Protection

Quote Number: J98949 00

Quote Issue Date: 11 February 2025 Quote Expiration: 12 April 2025 Release Through: 31 August 2025

#### PROJECT INFORMATION

Project: Boone Hospital Center Radiology New CT

Location: Columbia, Missouri

Customer: Location:

**Architect:** Eric Westhues Location: Columbia, Missouri

Representative: Cloutman & Stingley

Jean Leatherwood 8301 State Line Road

Kansas City, Missouri 64114 United States

Phone: (816) 444-5095 Fax: (816) 333-2628

Email: jean@cloutmanandstingley.com

#### **QUOTE TYPE**

All as per plans and specifications, including any addenda referenced below, except that the following terms, conditions, and product descriptions shall apply. All PO's are to be made out to Construction Specialties, Inc. without exception.

#### QUOTE SCOPE

**Specification Section:** No Specifications Provided **Drawing Date:** Drawing Package 01/30/2025

Alternate: N/A Addenda: N/A

Addenda.	
Mark	Product
on Keyed	Acrovyn 4000 Wall Covering, .060" thick sheet. Sheet size 4' x 10' Acrovyn Interiors Water Based Mastic Primer and Acrovyn Interiors Heavy Duty Water Based Mastic Adhesive supplied. STANDARD SOLID COLOR REQ'D FOR ORDER.
Renovati on Keyed Note 1	Acrovyn Wall Covering Wainscot Trim - Radius Style - clear anodized aluminum - for .040/.060/.075 - 10' length.
Renovati on Keyed Note 1	Acrovyn Wall Covering Vertical Joint Trim - Radius Style - clear anodized aluminum - for .040/.060 - 10' length.
Renovati on Keyed Note 1	Acrovyn Wall Covering Inside Corner Trim - Radius Style - clear anodized aluminum - for .040/.060 - 10' length.
Renovati on Keyed Note 1	Acrovyn Wall Covering Outside Corner Trim - Radius Style - clear anodized aluminum - for .040/.060 - 10' length.
Renovati	Acrovyn 4000 .060" thick wall covering, sharp nose 135 deg. formed outside/inside corner. 4' Height, with 6" legs.
1	CS Terms & Conditions apply, visit: c-sgroup.com/terms-and-conditions for more information.



on Keyed STANDARD SOLID COLOR REQ'D FOR ORDER. Note 1	
Material Furnished Only	\$5,064 USD
Freight Surcharge	\$250 USD
	Total: \$5,314 USD FCA Freight Included. Tax Not Included.

#### **QUOTE NOTES**

#### **Pricing Options:**

#### **Qualifying Notes:**

- 1. Wall Protection (Renovation Keyed Note 1) supplied as .060" Thick Acrovyn Sheets. [No Information Provided]
- 2. All Materials Other Than (Renovation Keyed Note 1) are excluded. [By Others]
- 3. Since no detail(s) of specified application has been shown, this quote is based on furnishing CS standard material only as described above.
- 4. Please note that this is a "furnish only" bid. All measurements, verification of dimensions for cut to size material and/or templates required for manufacturing are the responsibility of the purchaser.
- 5. Acrovyn pricing based on supplying one of CS Standard Solid colors. Refer to CS website to review Acrovyn Standard Solid Color collection https://www.c-sgroup.com/acrovyn-wall-coverings-and-panels/finishes-and-colors?#p-1
- 6. Wainscot trim is provided for use at top edge of sheet only. If other finished edges are required, additional wainscot trim or caulk can be purchased.
- 7. CS wall covering/wall panel price is based on providing sheets/panels to be cut in field only. If cut to size sheets are desired, price will change accordingly.
- 8. Material quantities sold are based on approximate plan linear footage. No consideration has been taken for specific seam/joint locations. If specific seam/joint locations are desired, additional material and costs will be required.
- 9. For installation instructions log onto www.c-sgroup.com
- 10. Refer to https://www.c-sgroup.com/acrovyn-wall-coverings-and-panels/finishes-and-colors to review CS Standard Acrovyn Solid Color, Acrovyn by Design Patterns and Woodgrain collection. CS Acrovyn and Woodgrain colors noted for retirement are also shown on this site. If a color chosen is slated for retirement, please connect with your CS Representative to learn more about future availability.
- 11. 60 day terms of quote expiration, not inclusive of stainless-steel related material which will be subject to market rate adjustments at time of RELEASE.
- 12. Freight within the Continental United States. A loading dock and/or forklift is required. Lift gate service, delivery appointment, or other special arrangements may result in additional charges.

#### **Exclusion Notes:**

- 1. Maintenance Materials are excluded. [No Information Provided]
- 2. Door Protection is excluded. [By Others]

#### **CUSTOMER APPROVAL**

		7
Billing Company / Name:	 Ship To:	
Billing Address:	 Address:	
Billing City / State / Zip:	 City/State/Zip:	
Billing Email:	 Requested Delivery Date:	
Billing Phone Number:	 Site Phone Number:	
Is Order Tax Exempt - Yes / No:		
Billing Reference Number:		
Signature:		

CS Terms & Conditions apply, visit: c-sgroup.com/terms-and-conditions for more information.



Printed Name:	
Printed Name:	

#### **TERMS + CONDITIONS**

Construction Specialties reserves the right to adjust prices at any time due to increases in costs due to the effects of duties, tariffs, and other factors outside its control. Except for the foregoing, prices are firm against escalation for 60 days from date of this quote and subject to Construction Specialties Terms and Conditions of Offer in effect as of the date here on and located at <a href="https://www.c-sgroup.com/terms-and-conditions">https://www.c-sgroup.com/terms-and-conditions</a>
Printed Terms and Conditions of Offer can be provided by emailing your request to terms@c-sgroup.com.

This quotation together with Construction Specialties Terms and Conditions of Offer constitutes the entire agreement between the parties.



# Seville Woodworks 1516 I70 Complex Ct. COLUMBIA, MO 65201 +15734424425 office@sevillewoodworks.com sevillewoodworks.com

ADDRESS
Proposals for Jobs

Proposal 6199

**DATE** 12/15/2024

P.O. NUMBER
Boone Hospital Rad- CT Addition

	THE RESERVE OF THE PARTY.		122 N. W. W.		
	PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Notes	PLam1 - casework - Wilsonart Shaker Cherry 7935K-07 (.5mm EB) PLam2 - countertops - Wilsonart White Carrara 4924-38 (3mm EB) Pulls - 4" wire brushed chrome Hinges - frameless concealed self-close Guides - sidemount, full-extension, stay-closed **NOT INCLUDED: resilient base, sinks, SS1 solid surface (NOT FOUND OR LABELED) Deliver to: 1600 E Broadway, Columbia, MO 65201	1	0.00	0.00
1	Casework	PLam cabinets and countertops in room: C1325 Control Room **Existing casework and countertops in rooms: C1323 Outpatient Draw, Holding	1	5,072.00	5,072.00
	Notes	Based on plans dated 1/27/25 On-site measurements provided and confirmed by Others. Curbside delivery by SWW. Installation by Others.	1	0.00	0.00
	due to market fluctuation *Not responsible for de	for 30 days. After 30 days, will need to be re-quoted SUBTOTAL			5,072.00 0.00

- \* Custom Made to Specifications.
- \* Client is responsible for providing current blueprints, specs, and notes.
- \* Shop Drawings must be approved before manufacturing can begin.
- \* 50% deposit required for all jobs. Progress, Shop Drawings Fee, & Stored Materials are billable.
- \* Any modifications to this Proposal-The price must be agreed upon by the parties in a written "Change Order," before work shall begin. Payment for such modification shall be made in accordance with the terms of the "Change Order".
- \* Proposal includes cost of Shop Drawings.

#### Exclusions

manner.

Payments will be due upon receipt of invoice. If payment is not received within 30 days, material acquisition and casework production will stop. CONSENT IS HEREBY GIVEN FOR FILING OF MECHANIC'S LIENS BY ANY PERSON WHO SUPPLIES MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT ON THE PROPERTY ON WHICH IT IS LOCATED IF HE IS NOT PAID PURSUANT TO CHAPTER 429, RSMo

TOTAL \$5,072.00

Accepted By

**Accepted Date** 

<sup>\*</sup> Concealed blocking; Rubber Base; Metal in wall top supports/structures; Plumbing; Electrical

<sup>\*</sup> Not responsible for delays from materials selections.

#### **PROPOSAL**



4401 I-70 Drive South East Columbia, MO 65201 Office: 573-449-2951

Fax: 573- 874-0201

DATE: February 10, 2025 PROJECT: BHC CT Remodel

SUBMITTED TO: General Contractors

Watkins Roofing would like to submit the following proposal for roof installation at the subject facility. Proposed scope of work is as described below:

#### **ModBit Roof Flashings**

- Flash (1) line set portal
- Flash (2) support rails
- Flash (1) electrical penetration
- Flashings to be in accordance with Certainteed specifications to maintain roof warranty

Watkins will provide all labor, material, and equipment to perform this work for a lump sum fee of \$2,750.00.

#### **Exclusions:**

- Demo to be by others
- Flashing in excess of kind and quantity noted above to be by others

Please call if you have any questions regarding this proposal, or would like to change the scope of work.

Thank you,	·	Accepted By
Nathan Dietiker		Date
NathanD@WatkingRoofing net		

5803 North Tower Drive Columbia, Mo. 65202 573-817-2727 ext 3506

> Date: 02-12-2025 Quote #:COL25-0032

To: Septagon Construction

Attn: Mark Stuefer

Project: Boone Hospital CT Addition

Location: Columbia Mo. Quoted By: Scott Wood

We propose to furnish the following materials, delivery included and tax excluded, for the above referenced project. Based on partial preliminary plans and specifications dated 1-30-2025.

#### Standard Steel Doors and Frames

3-ea 3-Sided 16 Ga Welded Hollow Metal Frames Primed 2-ea 3-Sided 16 Ga Welded 1/8" Lead Lined Hollow Metal Frames Primed

Note: Factory Ordered HM Lead Times are 6-7 Weeks Typical Currently

Note: If required Bituminous Coating of frames by others.

Note: Glass & Glazing By Others.

#### Flush Wood Doors

3-ea 1-3/4" Thick Solid Core Wood Doors 1/16" Lead Lined P-Lam. 1-ea 1-3/4" Thick Solid Core Wood Doors P-Lam.

Doors are Pre-fit, Pre-machined.

Note: Wood Door lead Times are 12-13 Weeks Typical Currently.

Note: Glass & Glazing By Others.

#### Finish Door Hardware

1-Lot Hardware Per Attached Hardware Groups.

Total Price For Above Items: \$17,840.00 less tax.

<u>Conditions:</u> Sales tax NOT included. Current Tax Rate Zip 65202 is 7.975%. Payment terms, Net 30 days, pending credit approval. <u>Quote is valid for 30 days</u>. Material ONLY, no labor included, Installation by Others. Materials pricing based on manufacturers standard lead times. Manufacturer lead times are beyond Negwer's Control.

# Headings

# Filtered By Heading(s)

		3 3( )	
He	eading: 01		
1 24	Marks:		
Each	Opening To Have:		
2 2 1 1 3	PIVOT SET INTERMEDIATE PIVOT FLUSH BOLT, AUTOMATIC, EXTENSION PASSAGE SET, WITH THRU BOLTS DOOR EDGE GUARD DOOR EDGE GUARD	L147 ML19 2942 9K3-0-N-14-D-S3 X LL 302B 42 X 2 CUTOUTS 302B 42 X 1 CUTOUTS	626 626 US26D 626 US32D US32D
He	eading: 01A		
1 23	Marks:		
Each	Opening To Have:		
1	PIVOT SET	L147	202
1	INTERMEDIATE PIVOT	ML19	626
1	PASSAGE SET, WITH THRU	9K3-0-N-14-D-S3 X LL	626 626

4040XP.RWPA.689

11.		
HAS	ndina	. 1)4

**BOLTS** 

**CLOSER** 

1 Marks:

22

1

#### Each Opening To Have:

3 1	HINGE, 4 1/2, STD WT CYLINDRICAL LOCK WITH THRU BOLTS	BB1279 4-1/2 X 4-1/2 9K3-7-D-14-D-S3 X L/C	US26D 626	HAG BES
1	CLOSER	4040XP.RWPA.689	689	LCN

Total # Marks:

3



**NEGWER DOOR SYSTEMS** 

**BOONE HOSP CT ADDITION** 

5803 N. TOWER ROAD

COLUMBIA

MO 65202 Control No.12582 COL24-0214

Fax: 537-817-2728

Submitted By:

RIX RIX ROC

**BES** 

ROC ROC

RIX RIX

**BES** 

LCN

626

689



18207 Edison Ave. Chesterfield, MO 63005 Phone (636) 530-7770 Fax (636) 530-7877 www.sscengineering.com

November 22, 2024

Rene Heider Boone Health 1600 East Broadway Columbia, Missouri 65201

RE: CT Installation

Boone Hospital Center Columbia, Missouri

#### Dear Rene,

In reference to the above project, we are pleased to submit the following proposal for your consideration. The project consists of renovation to an existing space for installation of a new CT scanner, suite renovations, and utility upgrades required for installation of a new CT scanner based on Siemens preliminary drawings provided by Michael Kliethermes.

#### Our scope of work will include the following:

- 1. Mechanical, Plumbing, Electrical, Fire Protection, and Structural survey of existing conditions.
- 2. HVAC load calculations.
- 3. Air flow design for equipment Btuh heat output.
- 4. New LED light fixture design for MRI room, control room, and waiting room.
- 30 day NEC load study of panel as CT additional electrical loads are being added to existing electrical panelboards.
- 6. Structural engineering review of existing building structure for installation of new CT.
- 7. Provide mechanical, electrical plumbing, and structural signed and sealed permit drawings.
- 8. Specification for installation materials and standards.
- Coordination of new sprinkler head locations and coordination of existing branch and main lines for new equipment installation.
- 10. Coordination with Boone Health on State of Missouri CON Application for new CT equipment.
- 11. Scope shall be based on the site visit and Siemens information.
- 12. Three site survey visits.
- 13. One final punch site visit.
- 14. Bi-weekly conference calls.

#### The following is excluded:

- 1. Architectural.
- 2. Estimating will be done by the contractors.
- 3. Additional site visits other than those above.
- 4. Revit.

We will provide the above services for a fixed fee of \$57,200.

#### **Rene Heider**

From:

Mark Stuefer < mstuefer@septagon.com>

Sent:

Friday, November 22, 2024 8:02 AM

To:

Rene Heider

Subject:

Fw: [External] Boone Hospital CT - Architectural Fees

Follow Up Flag:

Follow up Flagged

Flag Status:

**EXTERNAL** 

Rene, If you want to hire Eric Westhues direct his proposal for the CT is below.

If you want to run this through Septagon the cost is \$5,500. He will do the drawings only, no spec book.

Mark Stuefer General Manager Septagon Construction 3805 Mojave Court Columbia, Mo. 65202 Phone 573-442-6187 X 315 Cell 573-808-0023

From: Eric Westhues <eric@ericwesthues.com>
Sent: Friday, November 22, 2024 7:55 AM
To: Mark Stuefer <mstuefer@septagon.com>
Subject: Boone Hospital CT - Architectural Fees

Good morning, Mark.

Architectural fees for this project will be \$5,000.

I'm expecting more than usual comments/questions from the state regarding life safety code issues.

Thanks, Eric

Westhues Architecture LLC eric@ericwesthues.com (573) 424-7064



# HAROLD G. BUTZER, INC.

#### **MECHANICAL CONTRACTOR AND ENGINEERS**

"Dependable Service Since 1926"

#### **PROPOSAL**

NO. 35473

# 721 WICKER LANE - JEFFERSON CITY, MISSOURI 65109 TELEPHONE 573-636 -4115-FAX 573-636-7053 BHC DATE January 15,2025 Attn Rene Heider JOB BHC Pre Read CT area Columbia MO PURCHASE ORDER NO.

WE PROPOSE To Pre read CFM for grills noted on plans supplied by Boone Hospital

FOR THE SUM OF . \$ 916

Notes: We have received and reviewed  $\underline{\mathbf{0}}$  Addenda

Exclusions: OT, Bond, Adjustments, grills, grills conncetions

# SALES/USE TAX, IF APPLICABLE, WILL BE ADDED TO THE ABOVE UNLESS A SIGNED COPY OF EXEMPTION CERTIFICATE IS PROVIDED BY PURCHASER HAROLD G. BUTZER, INC. THIS PROPOSAL IS ACCEPTED AND HAROLD IMPORTANT NOTICE!

I IIAIN	LD O. DO IZEIN, INO.	ITHO I NOT COAL TO ACCEL TED AND HAROLD	INITOKIANI NOTICE:
ĺ		G. BUTZER, INC IS ORDERED TO PROCEED	
	'	WITH THE WORK	THE ATTACHED STANDARD TERMS AND
BY	DeWayne Jenkins	BY	CONDITIONS AND MISSOURI NOTICE TO
ł			OWNERS APPLY TO THIS PROPOSAL
TITLE	Project Manager	TITLE	
			Page 1 of 2
IDATE	January 15,2025	DATE	

#### **Divider II. Proposal Description:**

1. Provide a complete detailed project description and include equipment bid quotes.

Boone Hospital Center ("Boone") is pursuing approval to purchase an additional CT scanner to support continued growth in volumes and meet clinical needs through advancement in imaging technology.

#### **New Technology:**

The hospital CT department currently has 2 Siemens SOMATOM Definition AS CT scanners that are 10 years old. These are single-source 128-slice scanners. The Siemens Drive scanner is dual-source, housing two 128-slice detectors. This results in 256 acquired slices per rotation in 0.14 sec. This image acquisition speed is twice that of the current CTs.

#### **Cardiac Scanning:**

Higher number of slices and speed are important elements during studies when motion is at play, such as the imaging of a beating heart. Single-source CT scanners, like our current Definition AS scanners, simply cannot match the temporal resolution and the ability to capture clear imaging during higher heart rates. The specs of the Drive scanner will improve cardiac imaging that is critical to making definitive diagnoses and evaluating patients' needs for further intervention in the Cath Lab.

#### **Other Clinical Advantages:**

The Drive offers advantages beyond just cardiac and vascular imaging. Stroke, neuro, and angiography imaging of the entire body will also be improved by the higher spatial resolution of the Siemens Drive scanner. The Drive we have quoted also includes iMAR, or medical reduction technology. This software application minimizes the scatter artifact that metal implants create on acquired images.

#### **Capacity Constraints:**

Boone needs a third scanner at the hospital to meet growing volumes. The existing two scanners have reached capacity as Boone's imaging volumes continue to grow. Boone had a 28% growth from 2021 to 2023. In 2024 Boone saw another 15% growth over prior year. Limited scanner availability is beginning to unfavorably impact emergency department throughput and inpatient length of stay.

The current hospital CT scanners are at 78% capacity when reviewed as a 24/7 operation, meaning M-F daytime utilization is nearing 100%. At this rate of utilization, additional growth will become increasingly difficult to accommodate. Furthermore, future replacement of our aging scanners will be impossible as volumes already surpass what can be managed on a single scanner. By end of 2025, we project it will be necessary to limit outpatient volume performed at the hospital location, including invasive procedures, to keep pace with STAT scans from the emergency department and inpatient units.

### **Current Risk of Equipment Failure:**

At the abovementioned level of utilization, an equipment failure of either a scanner or injector presents a crisis. At times when only one CT scanner is operational, all outpatient scans are rescheduled to accommodate inpatient and emergency demands. Additionally, invasive CT procedures are typically rescheduled due to risk of delaying time critical stroke care if the sole scanner is occupied with a biopsy, ablation, or other lengthy case. With a 3<sup>rd</sup> scanner, growing volumes and equipment failures can be navigated without limiting outpatient scans and invasive procedures.

In summary, the addition of a dual-source CT scanner will allow Boone to:

- enhance cardiac and angiography imaging
- keep pace with our current growth trajectory
- improve throughput for emergency department and inpatient requests
- decrease lead time for outpatient procedures by allowing for timelier scheduling of appointments.

This CON project request includes the renovation of approximately 1488 square feet to:

- renovate a former CT scanner room that is currently vacant to meet specs of new scanner requirements; and
- reconfigure patient prep spaces to accommodate throughput for a 3rd scanner; Includes outpatient IV stick stations & inpatient holding bays.

Preliminary schematic for the project is included in this application as Exhibit II-1.

Equipment bid quote from Siemens is included in this application as Exhibit II-2.

## 2. Provide a timeline of events for the project, from CON issuance through project completion.

- CON Decision: 05/05/25

- Material Order & Production Lead Time: Approx 5 weeks

- Construction/Renovation of CT Room: Approx 7 weeks

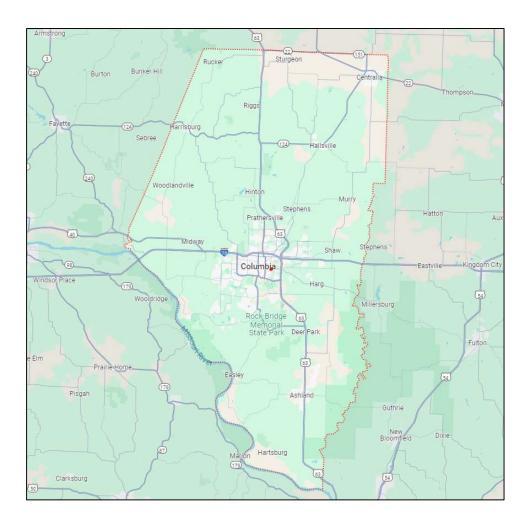
Estimated Delivery Date of CT Scanner: 07/28/25

- Installation/Calibration/Testing: Approx 2 weeks (after delivery of CT scanner)

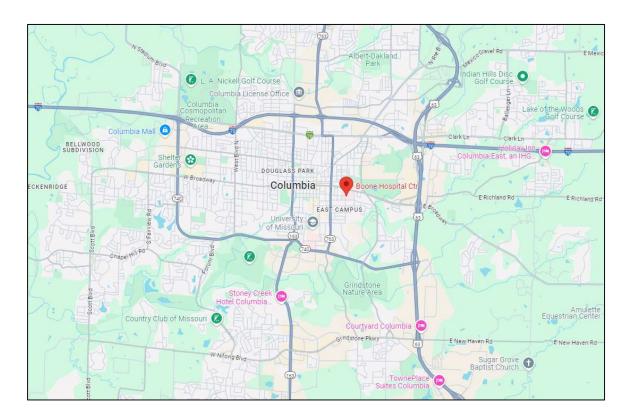
 Construction/Renovation of Patient Prep Areas: Approx 4 weeks (after delivery of CT scanner)

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

The following shows a map of Boone County. Red dot indicates approximate location of Boone Hospital Center in Columbia, Missouri.



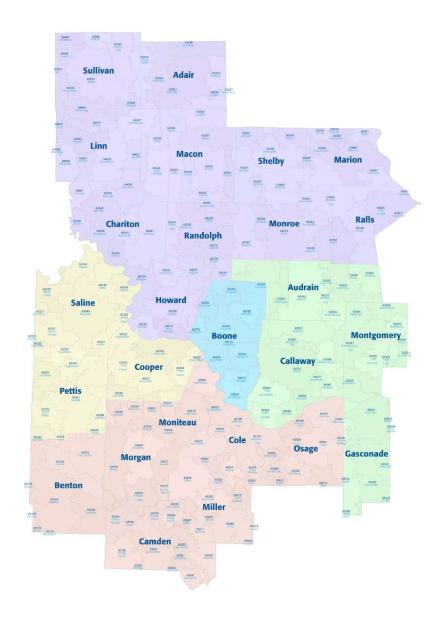
The following shows a map of Columbia, Missouri. The location of Boone Hospital Center is denoted by the red pin on the map.



## 4. Define the community to be served and provide the geographic service area for the equipment.

The community to be served will be primarily the residents of Boone County. The geographic service area of Boone County is pictured above in Divider II, item #3.

Additionally, Boone serves patients from 25 surrounding counties that make up our secondary service area. Those counties, with Boone County positioned centrally, can be seen in our Secondary Service Area map below:



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

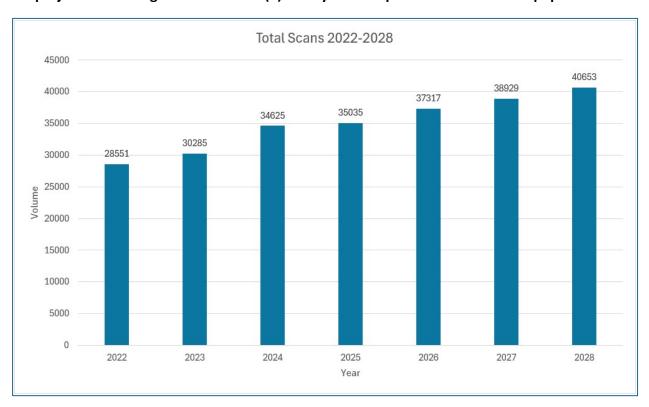
Boone County is 685.6 square miles and has a population of 189,463. More than 68% of the county population, or 129,330 people, live within Columbia, the city where Boone Hospital Center is located.

In 2023, Boone Health had 12,830 inpatient admissions and 256,476 outpatient encounters.

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

An additional CT will allow for greater capacity to serve the emergency and inpatient volumes that Boone receives from our surrounding counties. Additionally, the scanner will provide enhanced cardiac functionality to provide higher quality diagnostic services to both inpatients and outpatients. Our current CT scanners are at capacity, affecting the throughput for our ED and length of stay for inpatients.

## 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.

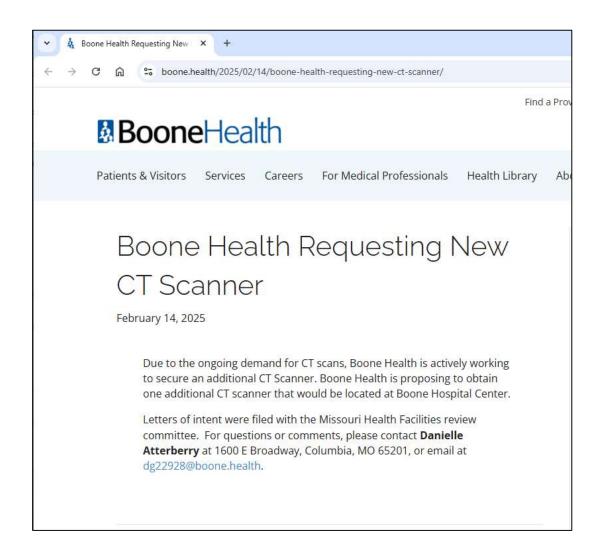


### 8. Provide the methods and assumptions used to project utilization.

Total utilization was based upon actual historical volumes for 2022-2024. Utilization for 2025 was based upon Budget 2025 projected volumes. Growth projected for 2026-2028 volumes was informed by historical inpatient growth trajectory and outpatient referral trends.

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

Boone Health is governed by an 11-member board of directors comprised of community and business leaders. Five of the eleven board members are county trustees who are appointed by public election and represent the interests of their constituents. The board of directors has evaluated this project and pre-approved the purchase pending CON review. Executive and department leadership have consulted with physicians, front-line staff, and clinical engineers to discuss the features and functionality best suited to meet the needs of our patients and the staff who provide the care. Finally, Boone Health posted on its website the public notice (mirroring that which was placed in the newspaper), conveying a letter of intent was submitted to the state of Missouri to secure an additional CT scanner.



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

See attached letters of support in Exhibit II-3 from:

Brady Dubois, Chief Executive Officer/President

Christian Jones, Chief Operating Officer

Edward Clayton, Chief Financial Officer

Shannon Kuczynski, Chief Nursing Executive

Dr. Robin Blount, Chief Medical Officer

Drew Wilkinson, Vice President of Provider & Ambulatory Services

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.

The below notice was posted in the Columbia Daily Tribune from November 29 to December 5, 2024.

Job Details Schedule for ad number LCLM01990290 Order Number: LCLM0199029 Classification: Fri Nov 29, 2024 - Thu Dec 5, 2024 Columbia Daily Tribune Public Notices
Package:
General Package
Additional Options:
1 Affidavit \$0.00
Base amount:
\$95.55
Service fee:
\$3.81 Boone Health CT Addition Boone Health proposes to obtain one additional scanner to be located at Cash/Check/ACH Discount: Hospital Boone Center. Total payment: Letters of intent were filed Note that the control of the total order cost equal to the 3.93% service feet from pay with Cash/Check/ACH. Pay by Cash/Check/ACH and saved in no event are cash/check/ACH and saved in no event are cash/check/ACH and soved flow continuable for continuable for continuable for comments, For questions or comments, service fees refundable Payment Type: contact Danielle Atterberry, **Account Details** 1600 E. Broadway, Columbia, Christian Basi 1600 E. Broadway #82 Columbia, MO • 65201 573-815-3514 MO 65201, or dg22928@boone. ristian.Basi@boone.health one Health health. Credit Card - visa \*\*\*\*\*\*\*5527 November 29, 30, December 1, 2, 3, 4, 5 2024 LCLM0199029

12. Document that providers of all affected facilities in the proposed service area were addressed letters regarding the application.

See attached letters of notification in Exhibit II-4 sent to:

MU Healthcare in Columbia, MO

VA Memorial Hospital in Columbia, MO

Pershing Hospital in Brookfield, MO

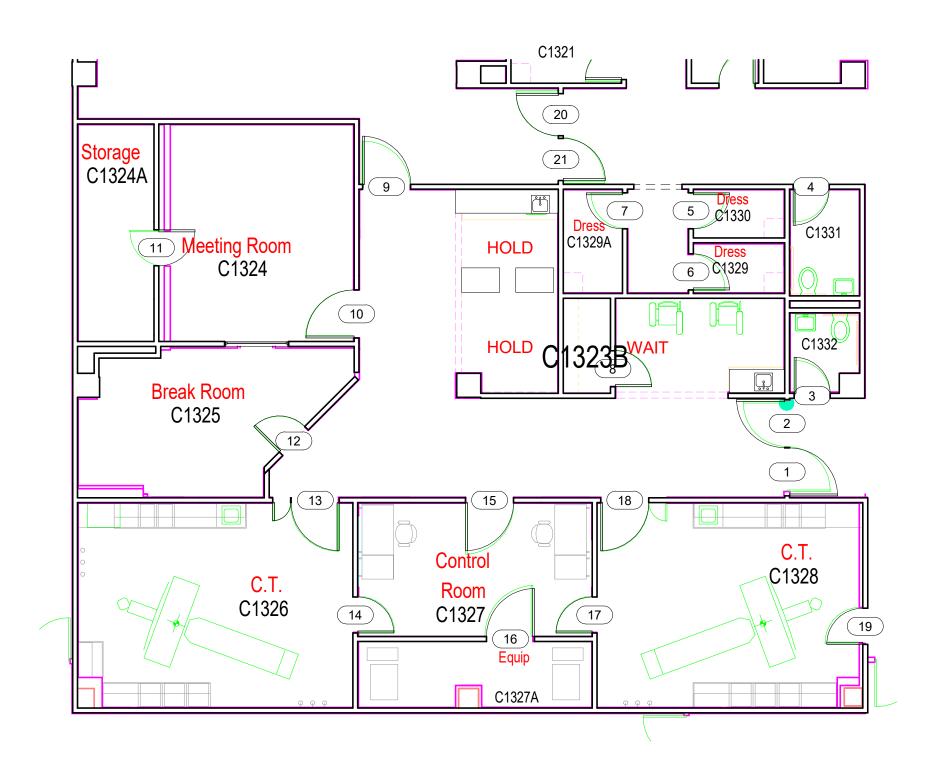
Fitzgibbon Hospital in Marshall, MO

Samaritan Hospital in Macon, MO

Scale 1/8" = 1'-0"

Drawn by: Amber Schuster

11/20/20249:14:54PM



Existing - Callout 1
1/8" = 1'-0"

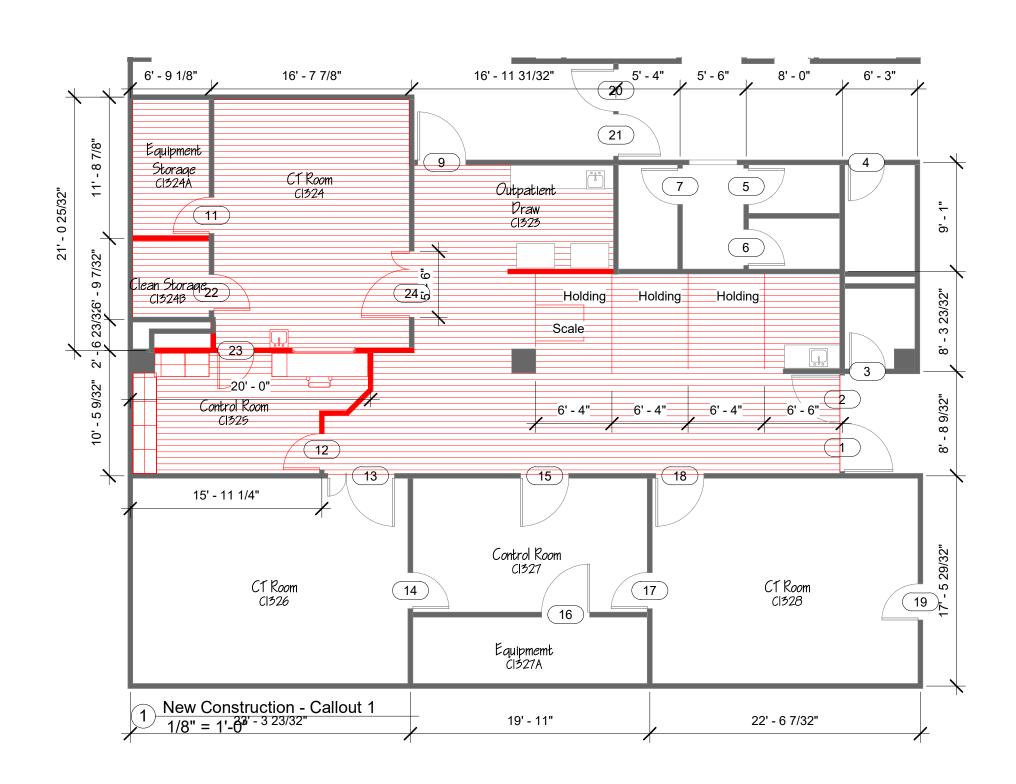
New Construction

A-103

Scale 1/8" = 1'-0"

Drawn by: Amber Schuster

11/20/2024 9:14:35 PM



Customer Number: 0000004817 Date: 09-20-2024

## CH ALLIED SERVICES, INC. D/B/A BOONE HOSPITAL CENTER

1600 E BROADWAY COLUMBIA, MO 65201

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

Table of Contents	<u>Page</u>
SOMATOM Drive (Quote Nr. CPQ-1150446 Rev. 5)	3
OPTIONS for SOMATOM Drive (Quote Nr. CPQ-1150446 Rev. 5)	
General Terms and Conditions	12
Software License Schedule	22
Trade-In Equipment Requirements	25
Warranty Information	26

### Contract Total: \$ 1,555,313

(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 09-30-2024

Estimated Delivery Date: 03/31/2025

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

### **Contingent upon Missouri CON approval**

Notwithstanding anything else in this Agreement, or in any applicable group purchasing agreement terms, if Purchaser does not accept delivery within twenty-four (24) months of the date this quotation is executed, then Seller may, at its option, adjust the prices in the quotation by written notice. In such event, Purchaser will then have the option to cancel the order without payment of a cancellation charge or any other liability to Seller provided Purchaser notifies Seller within ten (10) days of the date of Seller's notice of the price adjustment.

This offer is only valid if a firm, non-contingent order (with the exception of the below stated CON contingency) is placed with Siemens and a signed amendment to the existing POS contract must accompany the equipment order.

Provided Customer accepts delivery of the equipment quoted herein prior to March 31, 2025, Siemens will issue a credit of \$20,000 that can be applied to any invoice received by Customer from Siemens.

This order is contingent upon CON approval from the State of Missouri. If CON approval is not granted, customer may cancel this order without penalty or any other liability to Seller. Upon receipt of CON approval from the State, please notify Siemens in writing so that equipment delivery can be scheduled.

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

Accepted and Agreed to by:					
Siemens Medical Solutions USA Inc.  CH ALLIED SERVICES, INC. D/B/A BOONE HOSPITAL CENTERed by:					
By (sign):	By (sign): Brady Dubois Brady Bubbois				
Name: Gregory Thudium	Name:				
Title:	Title: CEO				
Date:	Date: 9/30/2024				
By signing below, signor certifies that no modifications Any such modifications or additions will be void.	s or additions have been made to the Quotation.				
By (Sign):					



# SIEMENS REPRESENTATIVE Gregory Thudium - +1 (314) 604-8452

gregory.thudium@siemens-healthineers.com

Quote Nr: CPQ-1150446 Rev. 5

Terms of Payment: 00% Down, 80% Delivery, 20% Installation

Free On Board: Destination

Purchasing Agreement: VIZIENT SUPPLY LLC

VIZIENT SUPPLY LLC terms and conditions apply to Quote

Nr CPQ-1150446

Customer certifies, and Siemens relies upon such

certification, that: (a) VIZIENT CT - XR0676 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.

### **SOMATOM Drive**

All items listed below are included for this system:

QtyPart No.Item DescriptionExtended Price114460776SOMATOM Drive\$ 1,195,924

The SOMATOM Drive contains two new Straton MX Sigma tubes and Sigma generators to boost the power and enable an industry standard of low kV imaging with a significant step towards personalization with 10kV steps. Both tubes can be used with Tin Filters, for further dose reduction in non-contrast imaging and lung cancer screening.

This is in conjunction with two StellarInfinity Detectors & Integrated IR (Iterative Reconstruction), including key technologies TrueSignal and Edge Technology, the SOMATOM Drive routinely generates ultra-thin 0.5 mm slices e.g. for accurate stenosis, plaque and stent analysis.

Available with 75 ms temporal resolution providing whole organ dynamic imaging and routine true Dual Energy scans.

All this power and precision is backed by three key technology areas-DistinCT Imaging: focused on providing specific parameters for quality and low dose for each individual patient regardless of circumstances that they are in. DistinCT Reading: focused on providing quick access to all diagnostic images regardless of the time of day, number of patients or the advanced nature of a study. DistinCT Function: focused on providing access to quantitative data to enhance patient and treatment outcomes.

SOMATOM Drive - provides the capabilities to "Drive Precision for all" patients.

syngo CT VB30

The software syngo CT VB30 enables new, but separately licensed features like FAST Bolus and Extended Recon Jobs. Moreover, it enhances several existing features, e.g. FAST Planning, FAST Spine and FAST 3D camera algorithm. Additional tin filter protocols are added and the image storing capacity & reconstruction speed are increased.

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\$0



### **SIEMENS REPRESENTATIVE**

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

Qty	Part No.	Item Description	Extended Price
1	14447337	Multi-purpose table The Multi-Purpose table is especially designed for multi-disciplinary use, while still enabling ultra-fast spiral scanning up to 458 mm/s. Its flexible design allows exchange of table tops for routine radiology, Trauma or bariatric use. Table load capacity up to 307 kg / 676 lbs. with bariatric table top (High Capacity Patient & Trauma Table Top). Physiological Measurement Module included.	\$ 53,389
1	14410230	Mat for MPT Standard Table Top Replacement for the positioning mattress for Standard Multi Purpose Table Top.	\$ 342
1	14430811	Advanced radiotranslucent ECG ext.  A dedicated advanced radio translucent ECG (Electrocardiogram) extension to be used for state-of-the-art ECG cardiac scanning without compromises. These carbon fiber extensions are designed for metal artifact-free cardiac imaging especially for small children and babies.	\$ 214
1	14450075	Cardiac CT Identifier Cardiac CT Identifier	\$ 0
1	14450076	Neuro CT Identifier Neuro CT Identifier	\$ 0
1	14460582	FAST IRS  FAST reconstruction computer for the preprocessing and reconstruction of the CT raw data. The reconstruction computer contains a cluster of high-performance GPU boards performing the preprocessing and reconstruction of the CT data.	\$0
1	14481859	Extended Recon Jobs #AWP Extended recon jobs from 8 to 18 at the AWP.	\$ 0
1	14460584	<b>DistinCT Imaging</b> We combine our market leading applications to make this the most Distinct scanner for our customers. Including SureView, Flash Spiral, Dual Adaptive Dose Shields, CARE Dose 4D, CARE kV, CARE Child, CARE Profile, CARE Dashboard, CARE Bolus, Dose MAP, FAST Adjust, XXL Mode 2cm and ADMIRE.	\$ 0
1	14447375	<b>DistinCT - Sigma High Power</b> Sigma High Power enables the two Straton MX Sigma tubes to provide the full scope of the tube power. Includes 10 kV steps with voltage options of 70, 80, 90, 100, 110, 120, 130 and 140kV, with High Power 70 and High Power 80, where the tube is tuned for low kV scanning, Dual Power 4cm. Sigma High Power also enables Tin Filter.	\$ 53,389
1	14447378	CARE Contrast III  CARE Contrast supports the consistent application of contrast media protocols on the scanner. Saving and linking contrast protocols to scan protocols is available in the Examination card or as part of the scan protocol manager.	\$ 6,407
1	14481858	FAST Bolus  FAST Bolus1 enables automated and individualized scan trigger delays in aortic enhanced CT angiography which can result in increased contrast enhancement and a more uniform contrast attenuation compared to fixed post-trigger delay scans. This new and unique technique potentially avoids missing the contrast media bolus and may decrease the number of non-diagnostic scans. FAST Bolus supports you to achieve optimal scan timing and maximal utilization of the prescribed contrast media.  If CARE Contrast III is ordered for a VB30 system, FAST Bolus will be added automatically.	\$ 4,928
1	14460778	1 FAST Bolus is not approved for use in pediatrics  DistinCT Reading  We combine our market leading applications to make reporting consistent, fast and simple for our customers. Includes VRT, Workstream 4D and Extended FoV.	\$0

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### **SIEMENS REPRESENTATIVE**

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

Qty	Part No.	Item Description	Extended Price
1	14447380	DistinCT Reading - Advanced  We combine our advanced applications to make reporting of complex and atypical anatomical structures faster and simpler.  Includes iMAR for anatomically driven metal artifact reduction, combines three successful approaches (beam hardening correction, normalized sinogram inpainting and frequency split). This allows to reduce metal artifacts caused by metal implants. FAST Spine, providing anatomically aligned preparation of spine recons with just a single click.  HD FoV Pro, designed to enable visualization of the human body parts and skin line located outside of the 50cm standard scan field of view, based on an algorithmic complement of missing detector data outside of the 50cm standard scan FoV. The image quality for the area outside the 50cm standard scan field of view does not meet the image quality of the area inside the 50cm standard scan field of view. Image artefacts may appear, depending on the patient setup and anatomy scanned. zUHR for functionality improved spatial resolution.	\$ 42,712
1	14460588	DistinCT Function - Cardiac  Cardiac scanning options to enable the simple to use, routine cardiac CTA and calcium scoring workflows, including beta blocker independent scanning, one heart beat scanning and flex scanning to enable functional imaging at low doses.  Includes: Heart View, Cardio Best Phase Plus and syngo Calcium Scoring CT.	\$ 85,423
1	14460589	<b>DistinCT Function - Dynamic</b> Adaptive 4D Spiral - a unique 4D Spiral scan mode that enables the SOMATOM Drive to extend beyond restraints experienced when utilizing a static detector and allows for up to 48 cm (18.89") dynamic CT coverage. This enables use not only in perfusion but also for advanced 4D CT DSA evaluations.	\$ 17,085
1	14447334	Standard rear cover Standard CT rear gantry cover, without any controls.	\$ 0
1	14460594	Advanced Applications We combine our market leading applications to make positioning simple for our customers.  FAST Topo - enables faster scan speeds in topograms, which minimizes breath-hold artifacts. It also has the potential to decrease the topogram dose.  FAST Planning - assists scan and reconstruction planning, based on a topogram, to provide an easier, faster and standardized workflow in CT scanning. FAST Planning features the selection of the anatomical region of interest from a list prospectively defined scan and reconstruction ranges, automatic detection of the scan region(s) of interest and proposal of corresponding scan range(s) in the topogram (in a narrow or wide lateral FoV), optimized FoV and automatic iso-center adaptation for Head scans.  FAST 3D Align - automatically corrects misalignment of anatomic structures, organs of the patient. It aligns those to fit it to the selected reconstruction plane for a highly automated reconstruction workflow. Additionally it minimizes the black area in the image by automatically adjusting the recon field of view.	\$ 14,949
1	14447370	FAST 3D Align works in combination with Workstream 4D. <b>Ring Light</b> SOMATOM Drive offers a gantry ring mood light (LED) in different, preset, adjustable colors. Designed not only for aesthetics, they can be used to help create a relaxing atmosphere for your patients.	\$ 0
1	14402983	Head Holder  Head holder for the fixation of the patient's head in combination with the cushion set.	\$ 427
1	14428165	Patient Restraint 400 mm	\$ 320

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### Siemens Medical Solutions USA, Inc.

40 Liberty Boulevard, Malvern, PA 19355

### SIEMENS REPRESENTATIVE Gregory Thudium - +1 (314) 604-8452

gregory.thudium@siemens-healthineers.com

Qty	Part No.	Item Description	Extended Price
		400 mm wide restraint strap for the fixation and safe positioning of the patient's body directly on the movable part of the patient table.	
1	14410345	Cooling System Water/Air #split Water-to-air heat exchanger for the dissipation (to the air outside) of heat, generated in the gantry.	\$ 8,542
1	14410242	Service Switch Service switch to shut off the outdoor cooling unit for maintenance or in case of emergency	\$ 769
1	PSPD250480Y3 K	Surge Protective Device (SPD)	\$ 3,182
1	CTSP4002	CT Slicker Thermoseal seams and flaps deflect fluids, reducing contaminant penetration into the cushion and table. Contaminants are retained on the tabletop or shunted to the floor. Cleanup is faster, more thorough, and contaminant build-up is reduced. Built using heavy, clear, micro matte vinyl, and top grade hook and loop fastening strips (Velcro) to better fit the specified table. Custom vinyl resists tears and minimizes radiologic interference. Latex free. Set includes CT Skirts.	\$ 364
		Includes warranty from RADSCAN Medical.	
1	4SPAS014	Low Contrast CT Phantom & Holder	\$ 2,704
1	CT_UPS_DRIVE	Standard UPS for SOMATOM Drive The standard partial system uninterruptible power supply (UPS) is built directly into the power distribution cabinet (PDC) and supports the critical circuits for table and gantry electronics, console computer, image reconstruction system, and the internal Ethernet switch (to ensure connectivity). This enables safe removal of patient if outage occurs during scanning.	\$ 0
1	CT_LUNGIMAG DRIVE	Lung Imaging  For well over a decade, CT has been recognized and used as the standard of care for lung nodule detection and sizing. This is due to CT's spatial resolution, geometric accuracy, and ability to create various reconstructions and 3D views. The high contrast environment in the chest between the lungs and the nodules makes for a relatively easy detection task for clinicians using CT images. Recent advances in CT technology have allowed these scans to be effectively performed at lower doses, higher resolutions, and faster scan times.  The SOMATOM Drive CT is indicated for use in low dose lung cancer screening for high risk populations*. The Drive is delivered with two specific scan protocols to provide low dose lung cancer screening exams at approximately 0.33 mGy CTDI for a standard size adult. These default protocols utilize Siemens proprietary dose reducing features such as CARE Dose4D™, automatic exposure control technology	\$ 0
		that modulates and adapts dose for every patient, for high image quality at low dose.	
1	ACCESS_PROT	*As defined by professional medical societies.  Access Protection	\$ 0
ı	ECT	Scan Protocols are password protected allowing only authorized staff members to access and permanently change protocols	\$0
1	ADAPT_DOSE_ SHIELD	Adaptive Dose Shield  Adaptive Dose Shield for spiral acquisition to eliminate pre- and post-spiral over- radiation.	\$ 0
1	CARE_ANALYTI CS	CARE Analytics Stand-alone tool, for installation in any PC in the hospital network, allowing evaluation of DICOM dose Structured Reports (DICOM SR)	\$ 0

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Qty	Part No.	Item Description	Extended Price
1	CARE_DASHBO ARD	<b>CARE Dashboard</b> Visualization of activated dose reduction features and technologies for each scan range of an examination to analyze and manage the dose to be applied in the scan	\$ 0
1	CARE_DOSE4D	CARE Dose4D CARE Dose4D delivers the highest possible image quality at the lowest possible dose for patients - maximum detail, minimum dose. Adaptive dose modulation for up to 60% dose reduction	\$ 0
1	CARE_DOSE_C ONFIG	CARE Dose Configurator  CARE Dose Configurator: Enhancement of Siemens' renowned real-time dose modulation CARE Dose4D, introducing new reference curves for each body region and for each body habitus allowing to adjust the configuration even more precisely to the patient's anatomy.	\$ 0
1	CARE_KV	CARE kV CARE kV: First automated, organ-sensitive voltage setting to improve image quality and contrast-to-noise-ratio while optimizing dose and potentially reducing it by up to 60%.	\$ 0
1	NEURO_BESTC ONTRAST	Neuro BestContrast The Neuro BestContrast algorithm can provide enhanced tissue contrast, resulting in improved contrast between gray and white matter without increasing image noise. This post processing step is rapid and can be easily incorporated into clinical workflow where it can be used with other dose reduction approaches such as iterative reconstruction.	\$ 0
1	CARE_PROFLE	<b>CARE Profile</b> CARE Profile: Visualization of the dose distribution along the topogram prior to the scan	\$ 0
1	DICOM_SR	DICOM SR Dose Reports DICOM structured file allows for the extraction of dose values (CDTIvol, DLP)	\$ 0
1	DOSELOGS	DoseLogs Whenever a dose limit exceeds the established reference dose levels (Dose Notification and Dose Alert) a report is automatically created on the system, enhancing your ability to track radiation dose.	\$0
1	DOSE_ALERT	Dose Alert  Dose Alert: Dose Alert automatically adds CTDIvol and DLP values depending on z-position (scan axis). The Dose Alert window appears, if either of these cumulative values exceeds a user-defined threshold.	\$0
1	DOSE_NOTIFIC ATION	Dose Notification  Dose Notification: Dose Notification provides the ability to set dose reference values (CTDIvol, DLP) for each scan range. If these reference values are exceeded the Dose Notification window informs the user.	\$ 0
1	FAST_ADJUST	FAST Adjust FAST Adjust: assists the user to handle system settings in a fast and easy way by automatically solving of conflicts within user defined limits by one single click on the FAST Adjust button. The limits for scan time and tube current per scan are defined via the Scan Protocol Assistant. FAST Adjust offers an undo functionality to return to previously set values.	\$ 0
1	FAST_SCAN_A SSIST	FAST Scan Assistant FAST Scan Assistant: An intuitive user interface for solving conflicts by changing the scan time, resp. the pitch and/or the maximum tube current manually.	\$ 0
1	NEMA_XR-29	<b>NEMA_XR-29 Standard</b> This system is in compliance with NEMA XR-29 Standard Attributes on CT Equipment Related to Dose Optimization and Management, also known as Smart Dose.	\$0
1	SURE_VIEW	SureView	\$ 0

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Qty	Part No.	Item Description	Extended Price
		Provides exceptional image quality at any pitch setting, enabling you to scan faster because you can scan at any pitch without degrading image quality	
1	UFC_DETECTO R	UFC Detector  Ultra Fast Ceramics (UFC) technology is a unique type of scintillation technology material that quickly and efficiently transforms radiation from the X-ray tube into light signals. Its superb overall quantum efficiency and unique short afterglow enable time-critical X-ray detection at low doses and extremely fast data collection.	\$0
1	CT_STELLAR_I NF	Stellar Infinity Siemens' second generation fully integrated detector with TrueSignal and Edge technologies. Due to the full electronic integration of the Stellar Infinity detector, electronic components (microchips, conductors, etc.) are integrated directly at the photo diode. This reduces electronic noise coming from the detector elements and thus significantly improves the signal-to-noise ratio (SNR) for optimized dose efficiency and image quality.	\$0
1	CT_FAST_TOP O	<b>FAST Topo</b> Enables faster scan speeds in topograms, which prevents breath-hold artifacts. It also has the potential to decrease the topogram dose.	\$ 0
1	CT_INST_RIED EL_01	Riedel Chiller Start-up by SBT	\$ 1
1	CT_PM	CT Project Management A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.	\$ 0
1	CT_BTL_INSTA LL	CT Standard Rigging and Installation	\$ 9,360
1	CT_ADDL_RIG GING	Additional Rigging CT \$6,418	\$ 6,418
1	CT_BD_LV3	Essential Education Level 3 (CT)  This Essential Education Bundle provides system training in a blended learning environment using training modules (typically 1 hour):  - CT Clinical Education Specialist led online education consult and education planning/deployment.  - Siemens PEPconnect online learning platform based education plan deployment / management.  - Online protocol development and training up to 75 protocols using CT SmartSimulators.  - Classroom training up to 24 hours at Siemens Training and Development Center.  - Two Online CT Seamless transition workshops for education of up to 6 users per workshop using SmartSimulators.  - Essential Onsite Training Part 1 - Up to 28 hours of onsite training for up to 8 users.  - Essential Onsite Training Part 2 - Up to 24 hours of onsite training for up to 8 users.  - Ongoing online instructor-led training subscription using SmartSimulators or Smart Remote Services for one year.  This Educational offering must be completed by the later of (12) months from install end date or purchase date. If training is not completed within the applicable time period, Siemens Healthineers obligation to provide the training will expire without refund.	\$ 48,464
1	CT_FY25_B2B_ PROMO	CT 2025 Book to Bill Promotion	\$ 0

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Qty Part No. Item Description

Extended Price

**System Total** \$ 1,555,313



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OPTIONS on Quote Nr: CPQ-1150446 Rev. 5

### **OPTIONS for SOMATOM Drive**

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	14460587	<b>DistinCT Function - DE</b> Dual Energy scanning options including Tin Filter modes and the applications to introduce Dual Energy as part of your routine daily workflow. Includes FAST DE results and FAST DE with Workstream 4D.	+ \$ 19,221	
1	14460593	FAST 3D Camera The world's first 3D camera integrated into a CT positioning workflow is available as an option and allows automatic patient positioning in the examination room.  The FAST 3D camera captures the patient's shape, position, and height in three dimensions. Using infrared measurement, it even recognizes body contours: for example, when people are wearing heavy clothes or blankets.  Specialized applications support accurate and reproducible	+ \$ 25,628	
		positioning: FAST Isocentering, at the push of a button, provides the correct isocenter position, enabling the right dose modulation and consistent images.  FAST Range supports scanning the correct body region in the topogram with no cut-off – by aligning the automatically identified anatomical position with the protocol.  FAST Direction helps safeguard the right scan direction of the		
		topogram, which is crucial when moving the table with infused patients.		
1	14460777	Tin Filter  Tin Filter scanning – The Siemens unique Tin Filter optimizes the shape of the X-ray spectrum by filtering the low kV spectrum, which is not adding to image quality, but only to noise in noncontrast scans and thus decreases patient radiation exposure. This technology can be combined with the technologies like CAREDose 4D and Iterative Reconstruction to obtain even lower dose values without compromising image quality. Tin Filter usage may be particularly interesting for low-dose noncontrast examinations.  Each of the two tubes has a Tin Filter, enabling tin filtered high	+ \$ 53,391	

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speed scanning.



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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".

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### SIEMENS REPRESENTATIVE

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

### 1. GENERAL

1.1 Contract Terms and Acceptance. These terms and conditions ("Agreement") 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 quotation ("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 accordance with the manufacturer's perform in 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 responsible for anv 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. Payment shall be made via check or ACH/Wire; any use of alternative payment method must be approved in advance by Seller and may include any applicable services charges.

**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 upon such delivery to storage.

### 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 tax exemption certificate provided by Purchaser.

### 4. TERMS OF PAYMENT; DEFAULT

**4.1 Payments; Due Date.** Payment shall be made in accordance with the 'Terms of Payment' reflected in the quotation detailed above based upon Purchaser's group purchasing organization ("GPO") affiliation as of the date of the quotation. In the event no terms of payment are detailed in the quotation above, then 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

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Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

- **4.2 Late Payment.** A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.
- **4.3 Payment of Lesser Amount.** If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.
- 4.4 Where Payment Due Upon Installation or Completion. Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller (or as otherwise agreed by both parties in writing), as applicable, then the balance of payments shall be due on the day following such scheduled installation date.
- 4.5 Default; Termination. Each of the following shall constitute an event of default under this Agreement if it occurs after delivery of the Products: (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 shall use best efforts to 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; and/or (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 before delivery of the Products 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** Purchaser shall comply with all applicable sanctions, embargoes, and (re-)export control laws and regulations and, in any event with those of the United States of America and any locally applicable jurisdiction (collectively "Export Regulations").
- **5.2** Upon request by Seller, Purchaser shall promptly provide Seller with all information pertaining to the particular end customer, the particular destination and the particular intended use of the Products and Services provided herein. Purchaser will notify Seller prior to Purchaser disclosing any information to Seller that is defense related or requires controlled or special data handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by Seller.
- **5.3** Purchaser will indemnify and hold harmless Seller, its affiliates, subcontractors, and their representatives against any claims, damages, fines and costs (including attorney's fees and expenses) relating in any way to Purchaser's noncompliance with this Section 5, including Purchaser's and its third party business partners' violation or alleged violation of any Export Regulations, and Purchaser will compensate Seller for all losses and expenses resulting thereof.

### 6. DELIVERY, RISK OF LOSS

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- **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 or as otherwise agreed by the parties in writing. Seller shall make reasonable efforts to meet such delivery date(s).
- **6.2 Risk of Loss; Title Transfer.** Unless otherwise agreed to in writing, the following shall apply:
- (a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.
- (b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery.
- (c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price of the Products or shown as included in the quotation 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, explosions, storms, fires. earthquakes, epidemics. lockouts, labor disputes, pandemics. strikes. unavailability of labor, raw materials, power 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. To the extent set forth in the Item Description in the Quote, 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 deemed installed in accordance with Section 12 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

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

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

Services Schedule attached hereto and incorporated herein.

**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, unless otherwise agreed to in writing by both parties. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.

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

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

### 11. LIMITATION OF LIABILITY

11.1 In no event shall either party's liability hereunder exceed the actual loss or damage sustained by the other party, 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 the other party's negligence or, with respect to Seller, a product defect, or to Seller's infringement indemnification obligations.

11.2 NEITHER PARTY SHALL 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** CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SUCH PARTY 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** 

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### 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 required to install the Products 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 so that Seller may commence with installation and final calibration without delay. 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 at time of delivery. Seller shall delay installation of the Products until Purchaser has completed the removal of any hazardous materials and has taken any other precautions and completed any other preinstallation work required by applicable regulations and/or Seller specifications; and Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by such delay. In the event that Purchaser requests delivery prior to the completion of its site readiness obligations, Purchaser assumes all risk of damage or loss to the Products associated with such early delivery and shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such early delivery. In the event the delivery of the Products is delayed without prior written approval by Seller by more than fortyfive (45) calendar days from the scheduled delivery date in accordance with Section 6.1 herein due to Purchaser's failure to complete all requisite pre-installation work or Purchaser's refusal to accept delivery, then the Products shall be deemed installed on the scheduled delivery date for the purposes of Section 10.1 herein.

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

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to use the Products; or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

### 14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

- **14.1** Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products shall remain Seller's property and shall at all times be held in confidence by Purchaser.
- **14.2** For all Products which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule attached hereto (if applicable).
- 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. In the

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event Purchaser's GPO affiliation is identified in the 'Purchasing Agreement' section of the quotation, then the terms of such GPO agreement to which Purchaser is a participating member shall apply as identified, provided that in the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any applicable GPO agreement to which Purchaser is a participating member, the terms and conditions of this Agreement shall control.

### 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 financing arrangements that have been approved by Seller).

### 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.

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## Smart Remote Services Schedule To the Terms and Conditions of Sale

Seller and Purchaser agree that the provision of service and support for the Products shall be provided in accordance with this Smart Remote Services ("SRS") Schedule. All capitalized terms not defined herein shall have the meanings given to them in the Agreement detailed above.

a. System Monitoring. Seller provides services for remote monitoring of certain Products used by Purchaser (hereafter, "Applicable Equipment"). In connection with such services, Seller uses SRS, a persistent online connection between Seller or its affiliates and the Applicable Equipment to monitor the performance of Applicable Equipment and deliver updates and patches to permit Seller monitoring of the performance of the Applicable Equipment anonymously ("SRS Connection"). SRS is installed on the analyzer computer or server, and works within a domain environment, workgroup, or on a standalone system. In the event that Purchaser fails to provide or maintain the SRS Connection for the Applicable Equipment, then Seller shall have the option to terminate the provision of warranty service and support under the Agreement and any applicable Supplements or Schedules thereto. In addition, any Uptime Performance Guarantee or Availability Commitment of the Applicable Equipment (if applicable) shall be void if the SRS Connection is not provided and available 24 hours per day, 7 days a week. For the purposes of this Schedule, 'Security Concept' means Seller IT security concept, which can be found under the following link or which Seller will send to Purchaser upon request:

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https://marketing.webassets.siemenshealthineers.com/4275155d5aa2ce02/a0226f9a8dd8/Sma rt-Remote-Services-Security-Concept-V10.pdf

'Technical Data' means information available through the SRS Connection and may include: (i) application logfiles, errors occurred, device properties, quality control (technical status information); (ii) configuration, software versions, patches, licenses, network settings, device service history (asset and configuration data); (iii) sequences of performance of various tasks, used applications/licenses and interactions with the application (utilization data); (iv) any reagents and consumables loaded onto the Applicable Equipment; (v) any other data explicitly agreed; and in each case not related to an identified or identifiable natural person. 'Smart Technical Data' means correlated Technical Data derived from the Applicable Equipment to support prediction of the Applicable Equipment service requirements. Cyberthreat" means any circumstance or event with the potential to adversely impact the Products via unauthorized or unlawful access, damage and/or destruction, disclosure of information, modification, corruption or alteration of information, and/or denial of service rendering the Products unavailable or inoperable. "EoS" means End of Support, the date Seller notifies Purchaser that the service parts and any other services for the Products will no longer be available. "Insignificant" means a categorization of a Vulnerability the exploitation of which, taking into account the individual Products attributes and/or the respective operating environment, is not reasonably expected and/or would not result in a foreseeable impairment of the Products' secure operation or provide access to personal information. "IT Security" means safeguarding the uninterrupted operation of the Products against interference caused by exploited Vulnerabilities, as well as the availability, confidentiality and integrity of data and information created, stored, and/or transmitted by the Products. "Patch(es)" means a Products and/or operating system (OS) update that addresses security vulnerabilities within the Products. "Vulnerability" means a weakness in the Products that could be exploited by a Cyberthreat and are assigned a significance level in accordance with FDA Post-Market Guidance for Cybersecurity of Medical Devices.

Seller and its affiliates are authorized to access, maintain, repair, calibrate, update or patch the Applicable Equipment that is the object of the SRS Connection or provide remote training in every case through the SRS Connection and use any Technical Data collected via the SRS Connection for the aforementioned purposes. If the Applicable Equipment

hereunder is covered by a warranty period or extended service plan, then Seller, its affiliates and other companies engaged by Seller are also authorized to carry out through the SRS Connection additional system monitoring services supported by the covered Applicable Equipment.

- b. Access to Data and Use of Data. Purchaser hereby irrevocably permits Seller and its affiliates to use for their own business, product surveillance, research or development purposes (e.g. determine trends of usage products and services, improvement of products, services and software), for facilitating and advising on continued and sustained use of products and services, substantiation of aggregated product and services marketing claims and for benchmarking purposes, without restrictions in terms of time, transferability, replication, location or content: (i) Technical Data that is collected via the SRS Connection; and (ii) Smart Technical Data that is collected via the SRS Connection from the Applicable Equipment.
- Purchaser Obligations for SRS Connection. (i) Purchaser shall permit the SRS Connection to be established by connecting the Applicable Equipment either directly or through a gateway or networked computer at Purchaser's own expense to a secured telecommunications link via a broadband connection and Purchaser shall bear the cost of any technical requirements for any such connection that is not a part of the Applicable Equipment (e.g. establishing a broadband connection); (ii) Purchaser shall support Seller in protecting against Cyberthreats by implementing and continuously maintaining a holistic, stateof-the-art security concept protecting Purchaser's IT infrastructure; (iii) Purchaser shall not connect any Applicable Equipment to the SRS Connection that does not comply with state-of-the-art security policies or is otherwise approved by Seller; (iv) Purchaser shall not use the SRS Connection in a way that impairs or disrupts the integrity of the SRS Connection or Seller's IT infrastructure: and (v) Purchaser shall not transmit any data containing viruses, Trojan horses or other programs that may damage or impair the SRS Connection or Seller's IT infrastructure.
- d. Purchaser's Cybersecurity Obligations. In order to protect the Products against Cyberthreats, Purchaser shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning, provided however, that:
  - (i) network scanning or penetration testing shall not be performed during clinical use of the Products and should optionally be scheduled, with Seller assistance, during downtime;

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- (ii) the system configuration and/or IT Security controls of the Products as stated in the MDS2 and/or Security Whitepaper provided or made available by Seller at, or prior to, the time of purchase must not be modified:
- (iii) if during the deployment of the Products, Vulnerabilities are identified by Purchaser, Purchaser shall align with Seller regarding the severity of the Vulnerabilities taking into account the individual Products attributes and intended operating environment and shall not refuse acceptance of the Products, if the Vulnerability is classified as 'low' by Seller using the Common Vulnerability Scoring System ("CVSS"); and
- (iv) Seller's initial response to Purchaser's inquiry on a Vulnerability will be within fifteen (15) days. Seller will evaluate all Vulnerabilities using CVSS and FDA's "controlled" "uncontrolled" definition of and Vulnerabilities and will make such evaluations available to Purchaser. Seller will periodically release Patches depending on the age of the device and the Products version. If Seller determines the Vulnerability to be critical and uncontrolled, Seller will communicate this determination to Purchaser within thirty (30) days and utilize commercially reasonable efforts to have a mitigation (workaround, patch, etc.) available within sixty (60) days of Seller's determination of an uncontrolled Vulnerability. Unless otherwise specified, no patches may be loaded by Purchaser onto the Products. In the event of a Vulnerability that is reasonably determined by Purchaser to constitute an emergency (meaning that the Products must be taken out of clinical use until the Vulnerability is remedied) needing an expedited response, Seller will collaborate with Purchaser to jointly determine the most prudent action necessary in light of the circumstances.
- (v) Purchaser is responsible for preventing unauthorized access to the Products licensed to Purchaser, including but not limited to changing passwords and other protective settings from their default values to individual ones. The Products shall only be connected to an enterprise network or the internet if and to the extent such a connection is authorized by Seller in the instructions for use and only when appropriate security measures (e.g., firewalls, network Purchaser authentication and/or network segmentation) are in place.
- (vi) USB-storage media and other removable storage devices shall only be connected to the Products if and to the extent such connection is authorized by Seller in the instructions for use and only when the risk of a

malware infection of the Products is minimized through malware scanners or other appropriate means.

- (vii) The Product(s) undergoes regular development to further improve its IT Security. Seller strongly recommends that Products updates be applied as soon as they are available and that the latest Products versions are used by Purchaser. The latter might include the purchase of upgrades of hardware and additional Products by Purchaser; provided however, updates to remedy uncontrolled Vulnerabilities and/or clinical performance based on the Products Specification will be provided without additional charge. Use of Products versions that are no longer supported, and failure to apply the latest updates/upgrades may increase Purchaser's exposure to Cyberthreats.
- (viii) Purchaser shall notify Seller without delay in case of suspected or actual Cyberthreats or Vulnerabilities of the Products. Disclosure by Purchaser of such information to third parties during the immediately following sixty (60) day period requires prior written consent by Seller.
- (ix) In the event that Purchaser resells an item of Applicable Equipment, it shall inform Seller in writing of the name and address of the new owner and shall impose upon that new owner a corresponding obligation in case of further resale. Purchaser is not granted any right to sell or assign its right to use the Applicable Equipment without first obtaining Seller's express written consent.
- (x) If Seller provides a Patch via SRS or for download, Purchaser shall promptly install the Patch in accordance with the respective installation instructions given by Seller.
- e. Seller Cybersecurity Obligations. In order to protect the Products against Cyberthreats, Seller shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning. In the event that Seller becomes aware of a Vulnerability that Seller does not classify as Insignificant, it shall make available Patches until EoS, until the termination of this Agreement, or up to ten (10) years following the Products delivery, whichever occurs first, provided that Purchaser's Products version is the most recent or at least the penultimate version at the given time, except in the case of third-party Products where the respective Products provider does not have a Patch available, Seller will use commercially reasonable efforts to make a mitigation available for the Vulnerability within 120 days following Seller becoming aware of such Vulnerability. In the case of third-party Products, Seller will make the Patch available to Purchaser without undue delay after such Patches are made available by Seller's licensors and Seller performs the

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required testing and validating on the Products. Depending on the severity of the Vulnerability as determined by Seller (after consultation with Purchaser), Seller may elect to provide the Patch at the time and as part of upcoming routine updates. If the Applicable Equipment is connected to SRS and Purchaser enables remote distribution of the Patch via SRS, or if Patches are made available for download, the Patches shall be free of charge. However, if the Patch needs to be installed on site by Seller, Seller may charge Purchaser for the expenses (time and material) resulting from the installation. For the sake of clarity; (i) safety, uncontrolled Vulnerability and clinical performance Updates are mandatory and will be provided without additional charge to Purchaser regardless of contract status, and will be implemented by Seller regardless of who may otherwise be servicing the Products; and (ii) all other Updates are non-mandatory ("Refinement Updates") and are not performed unless requested by Purchaser and may be chargeable (e.g., travel, labor, and sometimes charges for parts) depending on Update.

NOTWITHSTANDING THE FOREGOING, SELLER ASSUMES NO LIABILITY WHATSOEVER FOR DAMAGE TO THE EXTENT SUCH DAMAGE IS CAUSED BY THE FOLLOWING:

- (i) Purchaser's intrusive IT Security testing;
- (ii) unauthorized modification of the system configuration or IT Security controls of the Products;
- (iii) the installation of Patches which are not authorized by Seller;
- (iv) Purchaser delaying the self-installation of Patches made available by Seller via SRS or for download;
- (v) Hacker attacks, cyberthreats or related preventative measures; or
- (vi) Failure to perform and maintain adequate backups of Purchaser's data.
- f. SRS Limited Warranty. Unless explicitly otherwise regulated the SRS Connection is provided "as is" and Seller does not provide Purchaser with any warranty or guarantee regarding the availability, performance, or quality of the SRS Connection. Seller will not provide an SRS Connection if: (i) the provision is prevented by any impediments arising out of national or international foreign trade or custom requirements or any embargoes or other sanctions; or (ii) there is a defect, malfunction, or other problem with the telecommunications network; or (iii) there is a defect, malfunction, insufficient configuration, or other problem with Purchaser's infrastructure.
- g. Update of Terms and Security Concept. Seller shall set up the technical and organizational process for the SRS Connection and IT infrastructure used by Seller for the

establishment of the SRS Connection according to the Security Concept. Seller shall be entitled to modify and/or update the terms of this Schedule for the SRS Connection and/or the Security Concept to reflect technical progress, changes in law and the further development of its offerings. Such modifications and/or updates shall not jeopardize the quality and execution of the SRS Connection. Seller shall inform Purchaser of changes by giving Purchaser at least thirty (30) days prior written notice. Seller will provide Purchaser with access to the updated terms and conditions.

- h. Certification of SRS. Seller's service organization shall maintain a certified information security management system for the purposes of the SRS Connection. In this regard, Seller shall be subject to regular external audits by independent third parties. The scope and details of the certification are determined in the current Security Concept.
- i. SRS Connection Termination. Seller shall be entitled to suspend the SRS Connection with immediate effect if Purchaser is in breach of the terms contained herein or if Seller, acting reasonably, is of the opinion that the SRS Connection to one or more of Purchaser's Applicable Equipment contains a risk for the security and performance of the IT infrastructure used by Seller.
- j. SRS Intellectual Property. Seller (and its licensors, where applicable) will retain all intellectual property rights relating to the Products, including improvements thereto, including any improvements derived from Technical Data or Smart Technical Data, as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Purchaser which are hereby assigned to Seller.

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

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

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

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

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

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

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

"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate enduser 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 RATIFICATION OF ANY PREVIOUS CONSENT).

3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto. If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.

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gregory.thudium@siemens-healthineers.com

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

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

The trade-in equipment must be made available for removal no later than turnover of the new equipment. Purchaser must vacate the room of all items not listed on the Trade Sheet, or otherwise clearly identify all items listed on the Trade Sheet, prior to the start of the deinstallation. 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 nonultrasound 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 tradein equipment, including but not limited to labor, materials, rigging out, and transportation, which costs shall be paid by Purchaser within thirty (30) days of the invoice date.

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the

equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) any radioactive sources and other hazardous materials are removed from the equipment (iv) equipment has been wiped down and decontaminated of any blood or other potentially infectious materials (v) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (vi) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with 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 and radioactive sources, as examples.) Any additional costs due to the need to use a larger rig (other than a standard 80 ton rig), as well as any construction activities, street closings, permits, etc., required to de-install/remove the equipment are out-of-scope costs and will be the responsibility of Purchaser. FOR MI SYSTEMS: it is the Seller's sole responsibility to (i) ensure that all radioactive sources and identifying labels are removed from the trade in equipment prior to de-installation; and (ii) for arranging and covering any associated costs and scheduling of service companies required to complete such work. FOR ULTRASOUND SYSTEMS -Purchaser may provide transducers with the ultrasound unit being traded in, but will not receive additional credit for such transducers.

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**CT Warranty Information** 

Product (New Systems and "ECO" Refurbished Systems Only)	Period of Warranty <sup>1</sup>	Coverage <sup>2, 5</sup>	Special Conditions
CT Systems	12 months	Full Warranty (wear/failure) parts and labor, including key components (not including consumables) PCP: 8:30 am to 5:00 pm. Typical response time: next day	

Spare Parts (excluding	Period of	Coverage <sup>5</sup>	Special Conditions
key components)	Warranty		
Consumables	Not covered		
Spare parts	6 months	Full credit (100%) wear/failure parts only.	
Key Components	Period of Warranty	Coverage <sup>5</sup>	Special Conditions
Vectron	12 months	Up to 12 months prorated credit (wear/failure) or 160,000 scanseconds whichever occurs first, parts only.	credit percentage = (160,000 – scan- seconds used)/160,000*100
Straton	12 months	Up to 12 months prorated credit (wear/failure) or 160,000 scanseconds whichever occurs first, parts only.	credit percentage = (160,000 – scan- seconds used)/160,000*100
Dura 181, 202, 302, 352	12 months	Up to 12 months prorated credit (wear/failure) or 40,000 scanseconds whichever occurs first, parts only.	credit percentage = (40,000 – scan-seconds used)/40,000*100
Dura Akron B tubes	12 months	Up to 12 months prorated credit (wear/failure) or 40,000 scanseconds whichever occurs first, parts only.	credit percentage = (40,000 – scan-seconds used)/40,000*100
Dura Akron Q tubes	12 months	Up to 12 months prorated credit (wear/failure) or 30,000 scanseconds whichever occurs first, parts only.	credit percentage = (30,000 – scan-seconds used)/30,000*100
Dura Akron 422 tubes	12 months	Up to 12 months prorated credit (wear/failure) or 100,000 scanseconds whichever occurs first, parts only.	credit percentage = (100,000 – scan- seconds used)/100,000*100
Dura Akron 688 tubes	12 months	Up to 12 months prorated credit (wear/failure) or 100,000 scanseconds whichever occurs first, parts only.	credit percentage = (100,000 – scan- seconds used)/100,000*100

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Chronon tubes	12 months	Up to 12 months prorated credit (wear/failure) or 100,000 scanseconds whichever occurs first, parts only.	credit percentage = (100,000 – scan- seconds used)/100,000*100
Athlon tubes	12 months	Up to 12 months prorated credit (wear/failure) or 100,000 scanseconds whichever occurs first, parts only.	credit percentage = (100,000 – scan- seconds used)/100,000*100

- Period of Warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated warranty period shall commence 60 days after delivery of equipment.
- If a part is replaced during the 12-month system warranty, that part will be covered. However, the replaced part will not carry a separate warranty.
- Replacement spare parts warranty commences from the date of Siemens' invoice.
- If the cause of failure on a returned part is determined to be from damage or negligence, the warranty is voided.

Note for Federal Government Customers Only: No warranty extended by Contractor 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 or by the Customer'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 Customer or any third party or due to the attachment and/or use of non-Contractor supplied parts, equipment or software without Contractor's prior written approval; which failed due to causes from within non-Contractor supplied equipment, parts or software including, but not limited to, problems with the Customer's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Contractor. 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.



Sales Support tel (800) 633-7231 fax (412) 406-0952 radiologysolutions.bayer.com Issue PO to:
Bayer HealthCare LLC
1 Bayer Drive
Indianola, PA 15051



Quote No. Q-00080447

This qu	otation has	been pre	pared for:	<b>Boone Hos</b>	pital Center
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Issued on 8/19/2024 Valid until 9/30/2024 Trade-in required No

#### **Your Bayer Sales Team:**

Kevin Green, , kevin.green2@bayer.com

## **Quotation Overview**

**VIZIENT RADIOLOGY - NEW Pricing Applied** 

Shipment dates are subject to change as materials and components may be impacted by shortages and/or delays caused by the global pandemic.

Bayer's diagnostic imaging products, software, and equipment service help healthcare teams in radiology address their critical performance, quality, uptime, and scheduling requirements.

**Please note:** If pricing and terms of this [order/quote] are based upon your current Group Purchasing Organization (GPO) affiliation, any change to your current affiliation may require a new quote or updated terms and pricing.

>See Products and Services Details in this quote, or refer to your invoice, for an itemized breakdown of quoted products.

Imaging Products and Services		
Product Name	Total List Price	YOUR PRICE
Stellant FLEX - Medrad® Stellant® FLEX Injection System(s)	\$90,403.59	\$53,755.00
TOTAL(Local taxes, shipping and/or handling to be invoiced when applicable)	\$90,403.59	\$53,755.00

All Pricing is in U.S. Currency.

# **Quotation** continued



Quotation prepared for: Boone Hospital Center

Issued on 8/19/2024

Valid until 9/30/2024

# **Products and Services Details**

Stellant FLEX- Medrad® Stellant® FLEX Injection System(s) and Related Products/Services							
Item(s)	Catalog No.	Qty	Unit List Price	Contracted Price	YOUR PRICE		
Medrad® Stellant® Flex® OCS CT Injection System	Stellant Flex OCS	1	\$54,950.00	\$30,250.00	\$30,250.00		
Auto Doc Point of Care/ PACS (FLEX)	FLEX-AUTO-DOC	1	\$17,000.00	\$10,750.00	\$10,750.00		
Installation - Medrad® Stellant® FLEX CT Injection System with Informatics - OCS Mount	INS FLEX CS IN	1	\$4,880.00	\$0.00	\$4,880.00		
ISI 700 System	60727056	1	\$4,725.00	\$0.00	\$4,725.00		
AUTO DOC IMPLEMENTATION SERVICES	AUTO DOC IMPL	1	\$3,150.00	\$0.00	\$3,150.00		
Subtotal			_		\$53,755.00		
TOTAL					\$53,755.00		

Subtotal	\$53,755.00
TOTAL	\$53,755.00
GRAND TOTAL (Local taxes, shipping and/or handling to be invoiced when applicable)	\$53,755.00





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Valid until 9/30/2024

## **Annual Software Support**

Software Support includes technical/application support and available software updates over the Support term identified below, in accordance with the terms and conditions of the applicable Software License and Maintenance Agreement.

### **Software Support Details**

Product Description Total Price

1st year included warranty Software Support

\$0.00

Software support is paid annually, unless pre-paid with license purchase. Amount shown below includes total software support paid over term, which may include software support pre-paid with the license purchase.

### **Software Support Total**

\$0.00

## **Quotation** continued



**Quotation prepared for:** Boone Hospital Center

Issued on 8/19/2024

Valid until 9/30/2024

## **VirtualCARE Remote Support Acknowledgement**

Please note, VirtualCARE® is available for most MEDRAD® Injection Systems. Please discuss any possible exclusions or capability limitations with your Sales Representative.

I acknowledge VirtualCARE® Remote support as an entitlement of our injector warranty and agree to the install at the time of the injector install.

IT Contact Name	Phone	Email
Type or write name	(000) 000-0000	Type or write email address
<b>Customer Approver Name</b>		Customer Approver Title
Type or write name		Type or write title
Customer Approver Signature		Date
x		
Please print and sign		MM/DD/YY

☐ I would like to opt out of VirtualCARE Remote Support.



**Customer Approver Signature** 

Please print and sign

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**Date** 

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Write PO number	Write PO amount	
Customer Approver	<b>Customer Approver Title</b>	Billing Email Address (if applicable)
Write customer name	Write customer title	Write email address

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All Pricing is in U.S. Currency.



**Quotation** continued

Quotation prepared for: Boone Hospital Center

Issued on 8/19/2024

Valid until 9/30/2024



**Quotation** continued

Quotation prepared for: Boone Hospital Center

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**Quotation** continued **Quotation** prepared for: Boone Hospital Center

Issued on 8/19/2024

# **Bayer Product Terms and Conditions**

Please click on the relevant product name below to review terms and conditions

**DEVICES** 

**Bayer Product Terms and Conditions** 

1600 E. Broadway Columbia, MO 65201 www.boone.health Phone: 573.815.8000

February 10, 2025

Ms Alison Dorge Program Coordinator Missouri CON Program CON Program Office 920 Wildwood Drive Jefferson City, MO 65109

Dear Ms Dorge,

Boone Health is actively pursuing the ability to secure and install an additional computed tomography machine through the Certificate of Need application. I understand the Siemens Drive is not new technology and has been available in the market since 2016. The acquisition and installation of an additional computed tomography machine will allow us to expand our current imaging fleet to serve more of our Radiology patients' needs. Boone Health will ensure patients in need of a computed tomography scan will be afforded the appropriate care in a timely fashion.

I support Boone Health Certificate of Need application for securing an additional computed tomography machine

Sincerely,

Brady Dubois CEO/President

hy a.



1600 E. Broadway Columbia, MO 65201 www.boone.health Phone: 573.815.8000

February 10, 2025

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I support Boone Health Certificate of Need application for securing an additional computed tomography machine

Sincerely,

Christian H Jones
Chief Operating Officer

1600 E. Broadway Columbia, MO 65201 www.boone.health Phone: 573.815.8000



February 10, 2025

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I support Boone Health Certificate of Need application for securing an additional computed tomography machine

Sincerely,

Edward Clayton
Chief Financial Officer

1600 E. Broadway Columbia, MO 65201 www.boone.health Phone 573.815.8000

February 10, 2025

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I support Boone Health Certificate of Need application for securing an additional computed tomography machine

Sincerely,

Dr Robin Blount Chief Medical Officer

1600 E. Broadway Columbia, MO 65201 www.boone.health Phone 573.815.8000

February 10, 2025

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I support Boone Health Certificate of Need application for securing an additional computed tomography machine

Sincerely,

Drew Wilkinson

VP, Provider & Ambulatory Services

1600 E. Broadway Columbia, MO 65201 www.boone.health Phone: 573.815 8000

February 10, 2025

Ms Alison Dorge Program Coordinator Missouri CON Program CON Program Office 920 Wildwood Drive Jefferson City, MO 65109

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I support Boone Health Certificate of Need application for securing an additional computed tomography machine

Sincerely

Shannon Kuczynski Chief Nurse Executive

1600 E. Broadway Columbia, MO 65201 www.boone.health Phone: 573.815.8000

February 10, 2025

Christopher Myhaver VA Memorial Hospital 800 Hospital Drive Columbia, MO 65201

Dear Christopher,

Boone Health is actively pursuing the ability to secure and install an additional computed tomography machine through the Certificate of Need application. The acquisition and installation of an additional computed tomography machine will allow us to expand our current imaging fleet to serve more of our Radiology patients' needs. A new regulation specifies that hospitals in the area be notified directly

If you have any questions or concerns about implementations of the project, please contact danielle atterberry@boone health

Sincerely,

1600 E. Broadway Columbia, MO 65201 www.boone.health Phone 573.815.8000



February 10, 2025

Jill Williams, CEO Samaritan Hospital 1205 N Missouri Street Macon, MO 63552

Dear Jill,

Boone Health is actively pursuing the ability to secure and install an additional computed tomography machine through the Certificate of Need application. The acquisition and installation of an additional computed tomography machine will allow us to expand our current imaging fleet to serve more of our Radiology patients' needs. A new regulation specifies that hospitals in the area be notified directly

If you have any questions or concerns about implementations of the project, please contact danielle.atterberry@boone health

Sincerely,

1600 E. Broadway Columbia, MO 65201 www.boone.health Phone: 573.815.8000



February 10, 2025

Angy Littrell, CEO Fitzgibbon Hospital 2305 South Hwy 65S Marshall, MO 65340

Dear Angy,

Boone Health is actively pursuing the ability to secure and install an additional computed tomography machine through the Certificate of Need application. The acquisition and installation of an additional computed tomography machine will allow us to expand our current imaging fleet to serve more of our Radiology patients' needs. A new regulation specifies that hospitals in the area be notified directly

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Sincerely,

1600 E. Broadway Columbia, MO 65201 www.boone.health Phone 573.815.8000

February 10, 2025

Ric Ransom MU Healthcare 1 Hospital Drive Columbia, MO 65201

Dear Ric,

Boone Health is actively pursuing the ability to secure and install an additional computed tomography machine through the Certificate of Need application. The acquisition and installation of an additional computed tomography machine will allow us to expand our current imaging fleet to serve more of our Radiology patients' needs. A new regulation specifies that hospitals in the area be notified directly

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Sincerely,

1600 E. Broadway Columbia, MO 65201 www.boone.health Phone 573.815.8000



February 10, 2025

Karla Clubine, CEO Pershing Hospital 130 E Lockling Brookfield, MO 64628

Dear Karla,

Boone Health is actively pursuing the ability to secure and install an additional computed tomography machine through the Certificate of Need application. The acquisition and installation of an additional computed tomography machine will allow us to expand our current imaging fleet to serve more of our Radiology patients' needs. A new regulation specifies that hospitals in the area be notified directly

If you have any questions or concerns about implementations of the project, please contact danielle atterberry@boone health

Sincerely,

## **Divider III. Service Specific Criteria and Standards:**

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

Not Applicable.

2. For any new unit where specific utilization standards are not listed, provide documentation to justify the new unit.

Not Applicable.

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

CT volumes at Boone Health can be seen in the table below:

Year	2022	2023	2024	2025	2026	2027	2028
CT Scans	28,551	30,285	34,625	35,035	37,317	38,929	40,653
# Units	2	2	2	2.5	3	3	3
Avg/Unit	14,276	15,143	17,313	14,014	12,439	12,976	13,551

These volumes demonstrate that Boone Health meets the CON criterion for additional units of 4,000 CT procedures per machine annually.

- 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.

Not Applicable. This CT scanner is not emerging technology.

### **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.

A letter from Central Trust Company is included in this application as Exhibit IV-1.

An equipment lease proposal from Siemens Financial Services is included in this application as Exhibit IV-2.

2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) FULL years beyond project completion.

The proposed Revenues & Expenses are set forth on the required forms in this application as Exhibit IV-3. Average charge was determined by the EOY charge/stat reported on monthly income statements for 2022-2024. Budget was used for 2025. Average charge for 2026-2028 was calculated by applying a 3% increase year over year.

3. Document how patient charges are derived.

Charges, in general, are arrived at by determining the reasonable and customary unit charge for delivering a given procedure. This is determined through routine market checks of pricing at other facilities and comparing the expected unit cost using a cost accounting package tailored specifically for hospitals. Finally, annual inflation adjustments are made, usually averaging 3% to 5%.

4. Document responsiveness to the needs of the medically indigent.

Community Benefit information for Fiscal Year 2023 is shown below. At the time of this application, Fiscal Year 2024 data was not yet available.

Medicare, Medicaid, and Uninsured Subsidies	\$67,453.00
Community Outreach Services	\$733,890.00

The Boone Health Financial Assistance Policy is also included in this application as Exhibit IV-4.



February 11, 2025

A Division of The Central Trust Bank

Ms. Alison Dorge Program Coordinator Missouri CON Program CON Program Office 920 Wildwood Drive Jefferson City, MO 65109

RE: Boone Hospital, Certificate of Need

Dear Ms. Dorge.

The Purpose of this communication is to advise you that Boone Hospital Board of Trustees has maintained an investment relationship with Central Trust Company for many years and has consistently maintained liquidity and capital reserves sufficient to support a capital expenditure of \$2.2 million dollars.

Please don't hesitate to give me a call at 573-874-8523 if you have any questions or I can be on additional assistance.

Şincerely,

John Stringer, CFP®

VP. Columbia Market Executive

CC: Ed Clayton, CFO Boone Hospital Brian Winn, Controller



December 30, 2024

PRELIMINARY PROPOSAL

CH Allied Services, Inc. d/b/a Boone Hospital Center 1600 E Broadway Columbia, MO 65201

Siemens Financial Services, Inc. ("SFS") is pleased to submit this financing proposal to you. The terms and conditions of the proposed financing are as follows:

**Borrower:** 

CH Allied Services, Inc. d/b/a Boone Hospital Center

\$1 Buyout Lease							
<b>Equipment Description</b>	Equipment Amount	60 Month Payment	84 Month Payment	84 Month Payment			
Siemens Somatom Drive CT	\$1,555,313	\$30,506	24 Months @ \$15,000 Followed by Followed by 60 Months @ \$27,388	\$23,284			
End of Term: Lessee shall own the	equipment at the end of the	lease.					

Fair Market Value Lease						
<b>Equipment Description</b>	Equipment Amount	60 Month Payment	84 Month Payment	84 Month Payment		
Siemens Somatom Drive CT	\$1,555,313	\$28,188	24 Months @ \$15,000 Followed by Followed by 60 Months @ \$25,948	\$22,296		
End of Term: Lessee has the option to the equipment at Fair Market Value or						

Rate Adjustment
At Commencement:

The Monthly Payments are based upon the 5 & 7 Year Sofr Rate, as reported in any nationally recognized source of financial data that may be selected by Lessor in its reasonable discretion, for 9/20/2024. The Monthly Payments will be adjusted for any corresponding increase or decrease in such Swap Rate as reported for the date that is two (2) business days prior to the Commencement Date of the Lease (as defined therein).

Collateral:

Lessor shall have either an ownership interest in (free and clear of all liens) or first lien on all

of the Equipment.

**Net Lease:** 

This will be a non-cancelable net lease transaction, whereby all fees and costs for

documentation, insurance, maintenance, filing, registration, searches and taxes relating to the purchase, lease, ownership, possession and use of the Equipment and to the transaction

will be for Lessee's account.

Insurance:

Lessee must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to Lessor. Lessor and its assigns must be named on the policies as loss payee and additional insured, as applicable, and a certificate of insurance,

in form and substance acceptable to Lessor, must be provided to Lessor.

Unrestricted 1 of 2

**Documentation** 

\$395

**Documentation:** 

All lease documentation will be provided by Lessor and must be satisfactory to all parties

concerned.

**Proposal Expiration:** 

This proposal shall expire if not accepted by Lessee within thirty (30) days from date of this

letter.

Approval:

This proposal is subject to, among other things, final pricing and credit approval by Lessor.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor or Lessee at anytime. This proposal does not represent an offer or commitment by Lessor and Lessee to enter into a lease transaction or to commit to any loan or provide or accept other financing, and does not create any obligation for Lessor and Lessee.

Please indicate your chosen option(s) and acceptance of this proposal by executing this proposal and returning it to my attention along with the proposal fee where indicated below. Your acceptance hereof acknowledges that this proposal contains the relevant terms and conditions to be incorporated into a lease documents.

Please feel free to contact me at 402-990-7468 with any questions or comments. I look forward to working with your organization for your financing needs.

Sincerely,

Frank Scharff Jr.
Regional Finance Manager
Siemens Financial Services
Cell 402-990-7468
Frank.scharff jr@siemens.com

AGREED TO AND ACCEPTED BY:

Lessee:

Signature

Name

Title

Date

•

#### **Project Title:** Boone Health Addition of CT Scanner **Project #:** #6173 HS

## 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		Year	
sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.	2022	2023	2024
Amount of Utilization:*	28,551	30,285	34,813
Revenue:			
Average Charge**	\$1,248	\$1,267	\$1,270
Gross Revenue	\$35,639,071	\$38,371,095	\$44,212,510
Revenue Deductions	27,370,807	29,469,001	33,955,208
Operating Revenue	8,268,265	8,902,094	10,257,302
Other Revenue	0	0	0
TOTAL REVENUE	\$8,268,265	\$8,902,094	\$10,257,302
Expenses:			
Direct Expenses			
Salaries	955,109	903,944	973,066
Fees	0	3,540	600
Supplies	324,020	298,444	416,860
Other	327,345	324,680	<u>290,723</u>
TOTAL DIRECT	\$1,606,474	\$1,530,608	\$1,681,249
Indirect Expenses			
Depreciation	121,201	61,466	60,272
Interest***	0	0	0
Rent/Lease	$\frac{}{}$	0	0
Overhead****		0	0
TOTAL INDIRECT	\$121,201	\$61,466	\$60,272
TOTAL EXPENSES	\$1,727,675	\$1,592,074	\$1,741,521
NET INCOME (LOSS):	\$6,540,590	\$7,310,020	\$8,515,781

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

<sup>\*\*</sup>Indicate how the average charge/procedure was calculated.

<sup>\*\*\*</sup>Only on long term debt, not construction.

<sup>\*\*\*\*</sup>Indicate how overhead was calculated.

**Project Title:** Boone Health Addition of CT Scanner **Project #:** #6173 HS

## 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		Year	
sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.	2025	2026	2027
Amount of Utilization:*	35,035	37,317	38,929
Revenue:			
Average Charge**	\$1,308	\$1,347	\$1,388
Gross Revenue	\$45,825,780	\$50,265,999	\$54,033,452
Revenue Deductions	35,194,199	38,604,287	41,467,794
Operating Revenue	10,631,581	11,661,712	12,565,658
Other Revenue	0	0	0
TOTAL REVENUE	\$10,631,581	\$11,661,712	\$12,565,658
Expenses:			
Direct Expenses			
Salaries	1,042,814	1,119,981	1,147,980
Fees	0	0	0
Supplies	420,420	447,804	467,148
Other =	407,907	436,680	568,284
TOTAL DIRECT	\$1,871,141	\$2,004,465	\$2,183,412
Indirect Expenses			
Depreciation _	242,492	473,971	473,971
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	0	0	
TOTAL INDIRECT	\$242,492	\$473,971	\$473,971
TOTAL EXPENSES	\$2,113,633	\$2,478,436	\$2,657,383
NET INCOME (LOSS):	\$8,517,948	\$9,183,276	\$9,908,275

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

<sup>\*\*</sup>Indicate how the average charge/procedure was calculated.

<sup>\*\*\*</sup>Only on long term debt, not construction.

<sup>\*\*\*\*</sup>Indicate how overhead was calculated.

## **SERVICE-SPECIFIC REVENUES AND EXPENSES**

Project Title: Boone Health Addition of CT Scanner Project #: #6173 HS

## Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion

individual form for each affected service with a at number of copies of this form to cover entire pe in the years in the appropriate blanks.	riod, 2028	Year ———	
Amount of Utilization:*	40,653		
Revenue:			
Average Charge**	\$1,429		
Gross Revenue	\$58,093,137	<u>\$0</u>	\$0
Revenue Deductions	44,615,529		
Operating Revenue	13,477,608	0	0
Other Revenue	0		
TOTAL REVENUE	\$13,477,608	\$0	\$0
Expenses:			
Direct Expenses			
Salaries	1,176,680		
Fees	0		
Supplies	487,836		
Other	<u>580,766</u>		
TOTAL DIRECT	\$2,245,282	\$0	\$0
Indirect Expenses			
Depreciation	473,971		
Interest***	0		
Rent/Lease			
Overhead****			
TOTAL INDIRECT	\$473,971	\$0	\$0
TOTAL EXPENSES	\$2,719,253	\$0	\$0
NET INCOME (LOSS):	\$10,758,355	<b>\$0</b>	<b>\$0</b>

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

<sup>\*\*</sup>Indicate how the average charge/procedure was calculated.

<sup>\*\*\*</sup>Only on long term debt, not construction.

<sup>\*\*\*\*</sup>Indicate how overhead was calculated.



**STATEMENT OF PURPOSE:** This policy establishes CH Allied Services, Inc. dba Boone, Boone's Visiting Nurses, Inc. dba Boone Home Care and Hospice, Boone Physician Services, LLC dba Boone Medical Group and CHAS Physician Services, LLC (collectively referred to herein as "Boone")" guidelines for free or discounted services, based on specific income criteria, as defined by the Federal Poverty Guidelines.

**SCOPE:** This policy applies uniformly to both inpatient and outpatient services provided by Boone to those patients that are uninsured or underinsured.

**POLICY/PROGRAM DESCRIPTION:** The core mission is to serve the healthcare needs of all people in our community 24 hours a day, 7 days a week, regardless of their ability to pay. Furthermore, Boone does not discriminate against, race, color, sex, national origin, disability, religion, age, sexual orientation, or gender identity. For further detail please refer to Patients' Rights and Responsibilities literature. Boone provides care based on the following principles:

- Treat all patients fairly, with dignity, respect and compassion.
- Serve the emergent healthcare needs of everyone.
- Assist patients who cannot pay for all or part of their care.

#### **PROCEDURE**

### A) Eligibility Requirements

- 1. At the time of service, the patient is residing in the State of Missouri. Emergent treatment for non-state residents may be considered under this policy.
- 2. At the time of service, the patient is:
- The patient's household, if applicable, income is at or below the current Federal Poverty Income Guidelines
- Family—Based on patient, patient's spouse, and all the patient's children under the age of 18 living in the household.
- Income: Total salaries, wages, and cash receipts before taxes.
- 3. Applications for Hospital Financial Assistance will be accepted for a period of 240 days from the first follow-up notice for payment sent to the patient and will be effective retroactively for all open dates of service.

## B) Effectiveness of Eligibility Determination

- 1. Applies to basic, medically necessary hospital inpatient, outpatient, and emergency department services
- 2. Boone will request that patients who may be Medicaid-eligible apply for Medicaid. In order to receive Hospital Financial Assistance, the patient must comply with the Medicaid application process to full determination. If the patient doesn't apply, complete the Medicaid application process, or provide requested verifications to determine Medicaid eligibility, the patient is not eligible for Boone's financial assistance.



- 3. The patient's household, income is at or below 200% of the current Federal Poverty Income Guidelines qualify for a 100% discount. See definitions of family and income above for further guidance on how to calculate.
- 4. The patient's household, income is 201%-300% of the current Federal Poverty Income Guidelines qualify for 80% Hospital Financial assistance. See definitions of family and income above for further guidance on how to calculate.
- 5. Outpatient Services. Eligibility determination is effective for 180-calendar days from the initial service date, during which time a new eligibility determination need not be completed. Effective dates for outpatient eligibility are to be documented on account, under system notes.
- 6. Inpatient Services. For Hospital financial assistance, eligibility determination is effective for 180-calendar days from the initially approved date of service, during which time a new eligibility determination need not be completed. Patient may be asked to confirm that there has been no change to circumstances since initial application.
- 7. Catastrophic Situations. Patients, who's patient responsibility after all eligible discounts is greater than 25% of the gross annual family income, may be eligible for Catastrophic financial assistance and awarded 100% on open balances not currently in bad debt.
- 8. Presumptive Eligibility. Presumptive eligibility for financial assistance may be granted at the discretion of Boone for the following unique circumstances:
- Patient's income is below 200% Federal Poverty Guidelines and considered self-pay;
- Patient discharged to a SNF;
- · Patient is deceased with no known estate and below 200% Federal Poverty Guidelines;
- State-funded prescription programs;
- Homeless or received care from a homeless clinic;
- Participation in Women, Infants and Children programs (WIC);
- Food stamp eligibility;
- Subsidized school lunch program eligibility;
- Eligibility for other state or local assistance programs that are unfunded (e.g., Medicaid spend-down);
- Patients that are referred through a National Association of Free Clinics;
- Patient is a recipient of a Non-contracted Medicaid HMO, or OOS Medicaid, or incurs charges not covered by their plan

#### **UNINSURED PATIENTS**

For those uninsured patients who do not qualify for any financial assistance discounts described in this policy. Boone extends an automatic (self-pay) discount to their hospital bills. The self-pay discount is not means-tested, and therefore is not subject to the section 501(r) AGB requirement, and is not reported by Boone as financial assistance on form 990, Schedule H

#### **CHARGE LIMITATIONS**

- 1. Financial Assistance Policy eligible individuals may not be charged more than Average Generally Billed (AGB) for medically necessary care.
- 2. For patients who are determined to be eligible for a Financial Assistance Program, AHS will not hold the patient responsible for more than AGB. The AGB percentage is calculated using the



- "Look-Back" method, as defined in federal regulations. Boone calculates its AGB percentage based on all claims allowed by Medicare and private health insurers over a 12-month period, divided by the applicable hospital's associated gross charges for those claims.
- 3. Boone adjusts charges annually at the beginning of the calendar year based on a variety of factors including costs, market conditions, government regulations, and insurance contract requirements. Once the charges are determined for the year, the current year AGB is calculated utilizing the aforementioned methodology.

**Note:** This discount is **not** applicable when patient services are covered under Workers Compensation, auto insurance / motor vehicle accidents, and third-party injuries.

#### **NOTIFICATION OF FINANCIAL ASSISTANCE**

Information and materials are available at each registration location, the emergency rooms and all admission areas. Interpretive services can be arranged if the patient/guarantor does not speak English. Also, all billing statements include a plain language summary and information on how to obtain a financial assistance application.

Required patient documentation to demonstrate eligibility for Charity Care Form of financial assistance may include IRS W-2 forms and/or 1099 forms, paycheck stubs, a valid government issued identification, and/or documentation of sources of other income, including disability payments. Other than at the time of service, required patient documentation submission is a requirement as proof of eligibility. However, Boone may accept other evidence of eligibility, or Boone may allow the applicant to self-attest to their eligibility. Financial assistance may be denied for non-compliance with requests for required patient documentation.

**Application Process for Financial Assistance:** Patients with a financial need are encouraged to call customer service line at 888-538-1535. A Boone Representative will guide you through the financial assistance application process, and all inquiries are confidential. Individuals may request a Financial Aid Policy (FAP), a plain language summary, or financial aid application via mail from Patient Business Services, by calling 888-538-1535. Hours of operation are 8am-4:30pm M-F; location is Boone 1600 E. Broadway, Columbia, MO 65201.

#### **NON-PAYMENT ACTIONS**

In the event of non-payment of services (discounted or full rate) Boone may take extraordinary actions to pursue collections, including but not limited to; referring the account to outside collections agencies, adverse credit reporting, and/or legal action, pursuant to Boone's Billing and Collections Policy. A free copy of the Billing and Collections Policy is available by request from Patient Business Services 888-538-1535.