Phelps Health

Expedited Equipment Replacement Application

Review for Replacement Equipment Not Previously Approved

Missouri Certificate of Need Program

Project Name: Phelps Health MOB CT Replacement

Project ID: # 6178 HT

Phelps Health

Certificate of Need Program

# EQUIPMENT REPLACEMENT APPLICATION

## Applicant's Completeness Checklist and Table of Contents

Project Name: Phelps Health MOB CT Replacement  Project No: 6178 HT

Project Description: Replacing existing 20 slice CT with a Siemens SOMATOM X.cite Excel

| Done | Page | N/A | Description |
|---|---|---|---|
| | | | **Divider I. Application Summary:** |
| | 4 | | 1. Applicant Identification and Certification (Form MO 580-1861) |
| | 5-10 | | 2. Representative Registration (From MO 580-1869) |
| | 11-12 | | 3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs. |
| | | | **Divider II. Proposal Description:** |
| | 14 | | 1. Provide a complete detailed project description, CON project number of the existing equipment (if prev. CON approved), and include the type/brand of both the existing equipment and the replacement equipment. |
| | 14-43 | | 2. Provide a listing with itemized costs of the medical equipment to be acquired and bid quotes. |
| | 44 | | 3. Provide a timeline of events for the project, from CON issuance through project completion. |
| | | | **Divider III. Service Specific Criteria and Standards:** |
| | 46 | | 1. Describe the financial rationale for the proposed replacement equipment. |
| | 46 | | 2. Document if the existing equipment has exceeded its useful life. |
| | 46 | | 3. Describe the effect the replacement unit would have on quality of care. |
| | 46 | | 4. Document if the existing equipment is in constant need of repair. |
| | 46 | | 5. Document if the lease on the current unit has expired. |
| | 47 | | 6. Describe the technological advances provided by the new unit. |
| | 47 | | 7. Describe how patient satisfaction would be improved. |
| | 47 | | 8. Describe how patient outcomes would be improved. |
| | 48 | | 9. Describe what impact the new unit would have on utilization. |
| | 48 | | 10. Describe any new capabilities that the new unit would provide. |
| | 48 | | 11. By what percent will this replacement increase patient charges. |

*(If replacement equipment was not previously approved, also complete Divider IV below.)*

| | | | |
|---|---|---|---|
| | | | **Divider IV. Financial Feasibility Review Criteria and Standards:** |
| | 50, 51 | | 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. |
| | 50, 52 | | 2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) **FULL** years beyond project completion. |
| | 50 | | 3. Document how patient charges are derived. |
| | 50,53-57 | | 4. Document responsiveness to the needs of the medically indigent. |

MO 580-2506 (11/22)

Phelps Health

## Divider I

## Application Summary

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

2. Representative Registration (From MO 580-1869)

    a. See attached Representative Registration forms (Pgs. 5-10).
        i. Jason Shenefield, CEO
        ii. Jana Cook, SVP/CFO
        iii. Ryan McKee, AVP of Clinical Services
        iv. Darren George, DO, CMO
        v. Shawn Hodges, Executive Director of Ancillary Services
        vi. Justin Robertson, Director of Medical Imaging

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

Phelps Health

Certificate of Need Program

# APPLICANT IDENTIFICATION AND CERTIFICATION

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

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

| Title of Proposed Project | Project Number |
|---|---|
| Phelps Health MOB CT Replacement | 6178 HT |
| **Project Address** *(Street/City/State/Zip Code)* | **County** |
| 1050 West 10th Street<br>Rolla, Missouri 65401 | Phelps |

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

| **List All Owner(s):** *(List corporate entity.)* | Address (Street/City/State/Zip Code) | Telephone Number |
|---|---|---|
| Phelps County Regional Medical Center "DBA Phelps Health | 1000 West 10th street Rolla, MO 65401 | 573-458-7945 |
| | | |

| **List All Operator(s):** *(List entity to be licensed or certified.)* | Address (Street/City/State/Zip Code) | Telephone Number |
|---|---|---|
| Phelps County Regional Medical Center "DBA Phelps Health" | 1000 West 10th Street Rolla, MO 65401 | 573-458-7945 |
| | | |

## 3. Ownership *(Check applicable category.)*

| | | | |
|---|---|---|---|
| ☐ Nonprofit Corporation | ☐ Individual | ☐ City | ☐ District |
| ☐ Partnership | ☐ Corporation | ☑ County | ☐ Other_____ |

## 4. Certification

In submitting this project application, the applicant understands that:

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

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

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

| Name of Contact Person | | Title |
|---|---|---|
| Shawn Hodges | | Executive Director of Ancillary Services |
| **Telephone Number** | **Fax Number** | **E-mail Address** |
| 573-458-7945 | | hodgess@phelpshealth.org |
| **Signature of Contact Person** | | **Date of Signature** |
| Shawn Hodges | | 11-27-24 |

MO 580-1861 (03/13)

Phelps Health

Certificate of Need Program

## REPRESENTATIVE REGISTRATION

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

| Project Name | Number |
|---|---|
| Phelps Health MOB CT Replacement | 6178 HT |

*(Please type or print legibly.)*

| Name of Representative | Title |
|---|---|
| Jason Shenefield | CEO |

| Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) | Telephone Number |
|---|---|
| Phelps Health | 573-458-7975 |

Address (Street/City/State/Zip Code)

1000 W. 10th Street, Rolla, MO. 65401

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 |
|---|---|
| Phelps County Regional Medical Center "DBA Phelps Health" | 573-458-7975 |

Address (Street/City/State/Zip Code)

1000 W. 10th Street, Rolla, MO. 65401

Check one. Do you:

- ☑ Support
- ☐ Oppose
- ☐ Neutral

Relationship to Project:

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

Other Information:

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

| Original Signature | Date |
|---|---|
| | 12-10-2024 |

MO 580-1869 (11/01)

Phelps Health

Certificate of Need Program

## REPRESENTATIVE REGISTRATION

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

| Project Name | Number |
|---|---|
| Phelps Health MOB CT Replacement | 6178 HT |

*(Please type or print legibly.)*

| Name of Representative | Title |
|---|---|
| Jana Cook | CFO |

| Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) | Telephone Number |
|---|---|
| Phelps County Regional Medical Center "DBA Phelps Health" | 573-458-7916 |

Address (Street/City/State/Zip Code)

1000 W. 10th Street, Rolla, MO. 65401

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 |
|---|---|
| Phelps County Regional Medical Center "DBA Phelps Health" | 573-458-7916 |

Address (Street/City/State/Zip Code)

1000 W. 10th Street, Rolla, MO. 65401

Check one. Do you:

- ☑ Support
- ☐ Oppose
- ☐ Neutral

Relationship to Project:

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

Other Information:

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

| Original Signature | Date |
|---|---|
| Jana M. Cook | 12-10-24 |

MO 580-1869 (11/01)

Phelps Health

Certificate of Need Program

# REPRESENTATIVE REGISTRATION

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

| Project Name | Number |
|---|---|
| Phelps Health MOB CT Replacement | 6178 HT |

*(Please type or print legibly.)*

| Name of Representative | Title |
|---|---|
| Ryan McKee | AVP of clinical services |

| Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) | Telephone Number |
|---|---|
| Phelps County Regional Medical Center "DBA Phelps Health" | 573-458-7011 |

Address (Street/City/State/Zip Code)

1000 W. 10th Street, Rolla, MO. 65401

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 |
|---|---|
| Phelps County Regional Medical Center "DBA Phelps Health" | 573-458-7011 |

Address (Street/City/State/Zip Code)

1000 W. 10th Street, Rolla, MO. 65401

Check one. Do you:

- ☑ Support
- ☐ Oppose
- ☐ Neutral

Relationship to Project:

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

Other Information:

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

| Original Signature | Date |
|---|---|
| R McKee | 12-10-24 |

MO 580-1869 (11-01)

Certificate of Need Program

## REPRESENTATIVE REGISTRATION

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

| Project Name | Number |
|---|---|
| Phelps Health MOB CT Replacement | 6178 HT |

*(Please type or print legibly.)*

| Name of Representative | Title |
|---|---|
| Darren George | CMO |

| Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) | Telephone Number |
|---|---|
| Phelps County Regional Medical Center "DBA Phelps Health" | 573-458-7706 |

Address (Street/City/State/Zip Code)

1000 W. 10th Street, Rolla, MO. 65401

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 |
|---|---|
| Phelps County Regional Medical Center "DBA Phelps Health" | 573-458-7706 |

Address (Street/City/State/Zip Code)

1000 W. 10th Street, Rolla, MO. 65401

Check one. Do you:

- ☑ Support
- ☐ Oppose
- ☐ Neutral

Relationship to Project:

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

Other Information:

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

| Original Signature | Date |
|---|---|
|  | 12/12/24 |

MO 580-1869 (11/01)

Certificate of Need Program

## REPRESENTATIVE REGISTRATION

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

| Project Name | Number |
|---|---|
| Phelps Health MOB CT Replacement | 6178 HT |

*(Please type or print legibly.)*

| Name of Representative | Title |
|---|---|
| Shawn Hodges | Executive Director of Ancillary Services |

| Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) | Telephone Number |
|---|---|
| Phelps County Regional Medical Center "DBA Phelps Health" | 573-458-7945 |

Address (Street/City/State/Zip Code)

1000 W. 10th Street, Rolla, MO. 65401

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 |
|---|---|
| Phelps County Regional Medical Center "DBA Phelps Health" | 573-458-7945 |

Address (Street/City/State/Zip Code)

1000 W. 10th Street, Rolla, MO. 65401

Check one. Do you:

- ☑ Support
- ☐ Oppose
- ☐ Neutral

Relationship to Project:

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

Other Information:

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

| Original Signature | Date |
|---|---|
| Shawn Hodges Digitally signed by Shawn Hodges Date: 2024.11.27 12:13:27 -06'00' | |

MO 580-1869 (11/01)

Phelps Health

Certificate of Need Program

**REPRESENTATIVE REGISTRATION**

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

| Project Name | Number |
|---|---|
| Phelps Health MOB CT Replacement | 6178 HT |

*(Please type or print legibly.)*

| Name of Representative | Title |
|---|---|
| Justin Robertson | Director of Medical Imaging |

| Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) | Telephone Number |
|---|---|
| Phelps County Regional Medical Center "DBA Phelps Health" | 573-458-7773 |

Address (Street/City/State/Zip Code)

1000 W. 10th Street, Rolla, MO. 65401

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 |
|---|---|
| Phelps County Regional Medical Center "DBA Phelps Health" | 573-458-7773 |

Address (Street/City/State/Zip Code)

1000 W. 10th Street, Rolla, MO. 65401

Check one. Do you:

- ☑ Support
- ☐ Oppose
- ☐ Neutral

Relationship to Project:

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

Other Information:

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

| Original Signature | Date |
|---|---|
| | 11-27-24 |

MO 580-1869 (11/01)

Phelps Health

Certificate of Need Program

## PROPOSED PROJECT BUDGET

| Description | Dollars |
|---|---|
| **COSTS:*** | *(Fill in every line, even if the amount is "$0".)* |
| 1. New Construction Costs *** | |
| 2. Renovation Costs *** | $274,637 |
| **3. Subtotal Construction Costs** (#1 plus #2) | $274,637 |
| 4. Architectural/Engineering Fees | $16,675 |
| 5. Other Equipment (not in construction contract) | |
| 6. Major Medical Equipment | $866,022 |
| 7. Land Acquisition Costs *** | |
| 8. Consultants' Fees/Legal Fees *** | |
| 9. Interest During Construction (net of interest earned) *** | |
| 10. Other Costs *** | |
| **11. Subtotal Non-Construction Costs** (sum of #4 through #10 | $882,697 |
| **12. Total Project Development Costs** (#3 plus #11) | $1,157,334 ** |
| **FINANCING:** | |
| 13. Unrestricted Funds | |
| 14. Bonds | |
| 15. Loans | |
| 16. Other Methods (specify) | |
| **17. Total Project Financing** (sum of #13 through #16) | $0 ** |
| 18. New Construction Total Square Footage | |
| 19. New Construction Costs Per Square Foot ***** | |
| 20. Renovated Space Total Square Footage | 595 |
| 21. Renovated Space Costs Per Square Foot ****** | $462 |

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

** *These amounts should be the same.*

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

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

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

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

MO 580-1863 (02/13)

Phelps Health

Cost Detail Sheet

Costs of Project:

- Siemens SOMATOM X.cite Excel- from quote $839,522
  - Trade in allowance (pg.25) $26,500
- Other Costs-
  - Renovation/Construction and Shielding (GMP) $ 274,637
  - Architect Fees- $16,675

Total Costs: $1,157,334

Phelps Health

Divider II
Proposal Description

1. Provide a complete detailed project description, CON project number of the existing equipment (if prev. CON approved), and include the type/brand of both the existing equipment and the replacement equipment.
2. Provide a listing with itemized costs of the medical equipment to be acquired and bid quotes.
3. Provide a timeline of events for the project, from CON issuance through project completion.

Phelps Health

DIVIDER II – Proposal Description

1. Provide a complete detailed project description, CON project number of the existing equipment (if prev. CON approved), and include the type/brand of both the existing equipment and the replacement equipment.

Phelps County Regional Medical Center "DBA Phelps Health" proposes to replace the existing Siemens Definition AS (not previously approved), located at Phelps Health Medical Office Building, with a new Siemens SOMATOM X.cite Excel.

Project Description:

Equipment removal and installation to be through existing exterior door.

Demolition:

- Remove existing CT unit.
- Remove existing flooring and base in their entirety.
- Prepare the existing slab to receive new floor finish.
- Remove all wall hung items as required for new paint.
- Remove existing equipment anchors and prepare new equipment anchors.
- Remove portion of ceiling as needed do to new equipment installation.

New Work:

- Existing shielding to remain in CT room.
- Patch walls and ceiling as needed for installation of mechanical and electrical items.
- Repaint CT room.
- Install new flooring and base.

The current system was purchased in 2015 and is no longer able to provide the quality of care expected with our current lung screening and cardiac programs. The purchase of the new CT will provide the latest technology, shortened acquisition times, improved workflows, and artificial intelligence (AI).

2. Provide a listing with itemized costs of the medical equipment to be acquired and bid quotes:

The proposal for this replacement is $1,157,334 which includes the new CT and renovation costs, architectural fees, and trade in value ($26,500) . Quotes are attached with the breakdown of the costs for review (pages: 14-43). The costs of the project will be funded with unrestricted funds.

BSA

Header

# Phelps Health

Date: 11/05/2024
Project Number: 15290011.03a
Location: Medical Office Building Phelps Health
CT Equipment Replacement

Scope:

Equipment removal and installation to be through existing exterior door.

Demolition:

- Remove existing CT unit.
- Remove existing flooring and base in their entirety.
- Prepare the existing slab to receive new floor finish.
- Remove all wall hung items as required for new paint.
- Remove existing equipment anchors and prepare new equipment anchors.
- Remove portion of ceiling as needed do to new equipment installation.

New Work

- Existing shielding to remain in CT room.
- Patch walls and ceiling as needed for installation of mechanical and electrical items.
- Repaint CT room.
- Install new flooring and base.

Architect / Interior Fee:
$16,675

Phelps Health

## Phelps Health - CON Budget MOB CT

CONSTRUCTION COSTS SUMMARY - (11/19/2024)

| SYSTEM BREAKDOWN | Cost Detail ALTERNATE | BIDS | Comments |
|---|---|---|---|
| General Works - *McCarthy* | | $ 73,634.00 | |
| Electrical | | $ 45,000.00 | |
| Plumbing/Mechanical | | $ 83,900.00 | |
| Flooring | | $ 3,900.00 | |
| Painting | | $ 3,358.00 | |
| Shielding | | $ 6,200.00 | |
| --- COST OF WORK --- | $ | $ 215,992.00 | $ |
| INITIAL MOBILIZATION / OFFICE SETUP | $ - | $ - | |
| GENERAL CONDITIONS (15%) | $ - | $ 32,398.80 | |
| PRECONSTRUCTION (1.5%) | $ - | $ - | |
| BUILDING PERMIT | $ - | $ - | |
| BUILDER'S RISK INSURANCE (0.152%) | $ - | $ 377.55 | |
| CDI PROGRAM (1.295%) | $ - | $ 1,719.76 | |
| GL AND UMBRELLA INSURANCE (.930%) | $ - | $ 2,441.53 | |
| ESTIMATING CONTINGENCY (5.00%) | $ - | $ 12,419.54 | |
| PERFORMANCE & PAYMENT BOND | | | |
| CM FEE (3.5%) | $ - | $ 9,287.22 | |
| TOTAL | $ - | $ 274,636.41 | |

SIEMENS Healthineers

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

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

Customer Number: 0000009035

Date: 09-19-2024

**PHELPS HEALTH**
1000 W 10TH ST
ROLLA, MO 65401

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

**Table of Contents** **Page**



**Contract Total: $ 839,522**
*(total does not include any Optional or Alternate components which may be selected)*

Proposal valid until 09-30-2024

Estimated Delivery Date: 11/30/2024

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

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 provided Purchaser notifies Seller within ten (10) days of the date of Seller's notice of the price adjustment.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project #2024-0449.

This is a CONFIDENTIAL, one-time multi-modality offer which may not be shared with any third parties, buying evaluation groups or anyone not directly employed by Purchaser except its legal advisors retained for the purpose of providing service solely to Phelps Health and such advisors do not further disclose such information in a manner in which Phelps Health would be identified as the purchaser. This offer is only valid if firm, non-contingent orders for quote #s CPQ-620151, CPQ-620240 and CPQ-590957 are placed with Siemens by 09/30/2024. This date supersedes any other validity date indicated in the proposal.

This offer is only valid if a firm, non-contingent order is placed with Siemens and a signed POS contract must accompany the equipment order.

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

SIEMENS Healthineers

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

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

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.

Phelps Health's purchase of the equipment described in this proposal is contingent upon Phelps Health receiving approval of its Certificate of Need application for said equipment from the Missouri Department of Health and Senior Services.

Accepted and Agreed to by:

| **Siemens Medical Solutions USA Inc.** | | **PHELPS HEALTH** | |
|---|---|---|---|
| By (sign): | Gregory Thudium | By (sign): | keri Brookshire-Heavin |
| Name: | Gregory Thudium | Name: | Keri Brookshire-Heavin |
| Title: | KAE | Title: | SVP/CNO/COO |
| Date: | September 30, 2024 \| 9:28 AM PDT | Date: | September 30, 2024 \| 9:01 AM PDT |

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

By (Sign): keri Brookshire-Heavin

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| | |
|---|---|
| **Quote Nr:** | **CPQ-620240 Rev. 4** |
| **Terms of Payment:** | **00% Down, 80% Delivery, 20% Installation**<br>**Free On Board: Destination** |
| **Purchasing Agreement:** | VIZIENT SUPPLY LLC |
| | VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr CPQ-620240 |
| | 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 X.cite Excel

**All items listed below are included for this system:**

| Qty | Part No. | Item Description |
|---|---|---|
| 1 | 14468523 | **Identifier SRS**<br>Smart Remote Service (SRS) is a secured data link that connects your medical system to Siemens service experts. Via SRS, the performance and condition of your equipment can be monitored in real time. SRS makes a broad range of proactive and interactive services available. A VPN connection is to be provided by Customer.<br><br>The Customer agrees to allow connection to Siemens' remote service diagnostic equipment to the secured telecommunications link at his own expenses. The Customer bears the cost of any technical requirements for any such connection over and beyond the actual product (e.g. establish a broadband connection). |
| 1 | 14482343 | **SOMATOM X.cite Excel**<br>As the number and complexity of radiological procedures increases, demands on staff are reaching unsustainable levels. This continues to impact consistent image quality. Although our advanced CT systems have the potential to expand precision medicine, too often this potential remains untapped.<br><br>SOMATOM® X.cite changes that. Together with myExam Companion, it launches the era of intelligent imaging. Now users of any skill level can unlock system's groundbreaking potential. myExam Companion uses the new possibilities of digitalization to turn data into built-in expertise. This transforms real-time patient characterization - and the way staff operate CT scanner. myExam Companion guides them through any procedure, automatically adjusting key parameters to individual patients. For technologists, it makes interacting with patients and the CT scanner easier and more natural. For radiologists, it reduces unwarranted variations and generates consistent, comprehensive results.<br><br>SOMATOM X.cite has a patient-friendly, 82-cm bore and a Vectron™ X-ray tube - for unprecedented power and resolution. This makes it uniquely equipped to improve personalization, no matter how challenging your patient or throughput. From routine exams to advanced quantitative and functional procedures, SOMATOM X.cite empowers excellence in radiology. |

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| Qty | Part No. | Item Description |
|---|---|---|
| | | Welcome to the era of intelligent imaging. |
| 1 | 14482182 | **High-speed 0.30 s rotation**<br>This option provides a rotation speed of down to 0.3 sec per rotation. Fast gantry rotation times are the prerequisite for highest temporal resolution and are therefore essential for motion free cardiovascular imaging. With the temporal resolution of 150 ms. |
| 1 | 14467999 | **Excel configuration**<br>The Excel configuration bundle contains the following parts:<br><br>90 kW Generator<br>The 90 kW power allows the X-ray generator the use of maximum power of 90 kW in fine adjustable steps. The 90 kW Generator in combination with the Vectron tube enables scanning with 70 kV up to 150 kV in 10 kV steps.<br><br>High-speed 0.5 s<br>This option provides a rotation speed of down to 0.5 sec per rotation.<br><br>IRS X. Basic<br>Contains IRS X. Basic (Imaging Reconstruction System) for the preprocessing and reconstruction of the CT raw data. The reconstruction computer contains of a cluster of high-performance GPU boards performing the preprocessing and reconstruction of the CT data.<br><br>ICS X. Basic<br>Contains ICS X. Basic (Imaging Control System) including High-performance computer CPU. |
| 1 | 14472514 | **Multi Purpose Table**<br>Multi Purpose Table (Vitus) with 2000 mm / 78.7" scannable range with patient table extension.<br><br>The table has a maximum table load of 340 kg / 750 lbs. |
| 1 | 14468311 | **Long Mattress for PHS 2000mm**<br>Mattress for the comfortable positioning of the patient on the CT table. |
| 1 | 14468310 | **Mattress Protector long**<br>Protection which reduces table contamination of the CT-table. Using this cover allows fast, easy cleaning even of problem areas and increases the system running time of the CT. |
| 1 | 14468638 | **Infusion Holder**<br>Infusion holder smartly attached to the end of the patient table. |
| 1 | 14468006 | **Foot Switch for Pat.Table control**<br>Foot switch for patient table control |
| 1 | 14468007 | **Table Extension**<br>Comfortable table accessory to extend the maximum scan range. |
| 1 | 14468302 | **UPS incl. Rack**<br>Uninterruptible power supply with battery backup.<br><br>The UPS ensures the supply of power to the computer system and color monitor in the event of line voltage fluctuations and brief power failures. |
| 1 | 14468321 | **UPS Cable SET_M**<br>Short cable set for UPS. |
| 1 | 14468009 | **CARE Contrast III**<br>CARE Contrast III speeds up clinical workflow and allows efficient and confident monitoring of patients during contrast media injection and scan start, now with the interchange of protocols including contrast media parameters (e.g., flow, |

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| Qty | Part No. | Item Description |
|---|---|---|
| | | concentration) calculated for the average patient.<br><br>Package includes fully defined protocols including quantified parameterization of flow and concentration for the media, calculated for the average patient. |
| 1 | 14468010 | **iMAR**<br>The iMAR metal artifact reduction algorithm combines three successful approaches (beam hardening correction, normalized sinogram inpainting and frequency split). This makes it possible to reduce metal artifacts caused by metal implants such as coils, metal screws and plates, dental fillings or implants. Along with the algorithm comes the simple user interface of iMAR enabling easy reconstruction of clinical images with reduced metal artifacts. iMAR can be combined with iterative reconstruction methods. |
| 1 | 14468422 | **myExam Companion**<br>Intelligence that works with you.<br>myExam Companion launches the era of intelligent imaging. Using the new possibilities of digitalization, it turns data into built-in expertise. This helps technologists reduce unwarranted variations - by unlocking your modality's full potential automatically.<br>myExam Companion guides users through any procedure, so they can interact easily and naturally with both the patient and the technology. It helps generate consistent image reconstruction jobs and standardized results.<br><br>Shares expertise.<br>myExam Companion turns data into built-in expertise and shares this with users so they can unlock the full potential of their modality. By enhancing the quality of automated support, it helps make exams easier and reduces complexity- no matter the procedure, patient, system or user.<br><br>Speaks your language.<br>myExam Companion uses clinical language and visuals that are easy to follow, which simplifies operation, even of unfamiliar modalities. It helps technologists interact easily and naturally with the patient and system, so they can focus better - both on the patient and acquiring consistent results.<br><br>Helps you on your way.<br>The proactive guidance of myExam Companion helps technologists of any skill level navigate even the most complex CT procedures with ease. To reduce unwarranted variation, it automatically optimizes acquisition and reconstruction parameters to the individual patient. |
| 1 | 14468018 | **Wireless edition**<br>Wireless Tablet and Remote Scan Control for mobile workflow. |
| 1 | 14468021 | **Extra tablet front**<br>Additional wireless Tablet to enable scanner operation from both table sides without detaching the tablet from the charging docks on the gantry. |
| 1 | 14468020 | **FAST 3D Camera**<br>The world's first 3D camera integrated in a CT positioning workflow allows automatic patient positioning in the exam room. The FAST 3D Camera enables more flexible patient preparation and accurate positioning thanks to the combination of the AI-powered FAST 3D Camera with the mobile workflow. A live image of the patient is displayed on the Scan&GO tablet interface for interactive planning. The FAST 3D Camera captures the patient's shape, position, and height in three dimensions. Using<br>infrared measurement, it even recognizes body contours: for example, when people are wearing masking clothes or blankets. Specialized applications support accurate and reproducible positioning:<br><br>• FAST Isocentering, at the push of a button, provides the correct isocenter position, enabling the right dose modulation and consistent images. |

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|---|---|---|
| | | • FAST Range supports scanning the correct body region in the topogram with no cut-off.<br><br>• FAST Direction helps safeguard the right scan direction of the topogram. |
| 1 | 14468022 | **Rear cover w/ buttons and docks**<br>Rear gantry cover, including docks for two tablets and buttons, for additional access to the positioning of the patient from both sides of the gantry. |
| 1 | 14468023 | **Gantry tablet rear**<br>Additional wireless Tablet to enable scanner operation on the rear from both table sides without detaching the tablet from the charging docks on the gantry. |
| 1 | 14468027 | **Funnel Moodlight**<br>Funnel Moodlight<br>Color lighting at the gantry funnel.<br><br>Light up the scanner funnel with different colors to enhance well-being by creating the impression of a bigger space. |
| 1 | 14468433 | **ELEVATE O > X.cite**<br>Elevate from an old Siemens CT scanner to a SOMATOM X.cite. |
| 1 | 14468261 | **Storage Box**<br>Additional ergonomic storage box at the side of the patient table. |
| 1 | 14482564 | **Positioning & Fixation Set**<br>Positioning & Fixation Set including arm support, patient fixation straps and 40 cm positioning straps. |
| 1 | 14472261 | **Pediatric Cradle**<br>Pediatric cradle to safely position pediatric patients. |
| 1 | 14468479 | **syngo Expert-i**<br>Expert-i enables the physician or technician to interact with the syngo Acquisition Workplace from virtually anywhere in your hospital. |
| 1 | 14468042 | **Cooling System Air**<br>Air cooling for the dissipation of heat generated in the gantry. |
| 1 | 14482009 | **SW Base Package VB10**<br>SureView, Workstream 4D, High Pitch Spiral 1.7, HD Fov<br><br>CARE: CARE Dode 4D, Flex Dose Profile, CARE kV, CARE Child, X-CARE, ADMIRE<br><br>FAST: FAST Planning, FAST Adjust, FAST ROI,<br><br>GO Technologies:<br>- Check&GO: Metal Detecrtion, Contrast Coverage<br><br>- Recon&GO: Inline Anatomical Ranges, Inline Bone Removal, Inline Vessel Ranges, Inline Spine Ranges, Inline Rib Ranges, Muti Recon<br><br>- CT View&GO: Vessel Extension, Endoscopic View, Diameter/WHO Area, Lung Lesion Segmentation, ROI HU Threshold, Spine Ranges, Average<br><br>- Syngo System Security<br><br>*only available for Wireless and Tablet edition |
| 1 | 14482302 | **Patient Experience Pro**<br>CARE 2D Camera<br>Gantry-integrated camera for patient observation even within the gantry. |

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| Qty | Part No. | Item Description |
|---|---|---|
| | | CARE Breathe<br>Intuitive color-coded breath hold count-down displayed on the front and rear part of the tunnel.<br><br>Ring Moodlight<br>Color lighting at the gantry ring. |
| 1 | 14482346 | **Gated Spiral**<br>The Gated Spiral Package allows for ECG gated spiral scans for example for scans of the aortic root or the thoracic aorta.<br>ZeeFree, an optional reconstruction feature, is a detector-width-independent cardiac reconstruction feature which allows the reconstruction of ECG-gated spiral or ECG-triggered sequence data with improved border alignment of stacks originating from separate cardiac cycles or patient breathing.<br>The Gated Spiral Package includes Physiological Measurement Module, ECG cable, Zee Free and the Cardiac Spiral scanmode. |
| 1 | 14482347 | **syngo.CT CaScoring**<br>syngo .CT CaScoring (AWP)<br>syngo .CT CaScoring allows visualization and quantification of calcified coronary lesions volume (in $mm^3$), calcium mass (mg calcium hydroxyapatite), vessel specific and total Agatston equivalent score and the number of lesions. Scoring can be performed separately for the main coronary branches (RCA, LM, LAD, CX). In addition, it calculates the virtual coronary age by comparison against a reference group. Combined with Rapid Results Technology it enables zero-click post-processing of both Agatston Scoring as well as coronary age analysis. |
| 1 | PSPD250480Y3K | **Surge Protective Device (SPD)** |
| 1 | 4SPAS014 | **Low Contrast CT Phantom & Holder** |
| 1 | CTSP4002 | **CT Slicker**<br>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.<br><br>Includes warranty from RADSCAN Medical. |
| 1 | ACCESS_PROTECT | **Access Protection**<br>Scan Protocols are password protected allowing only authorized staff members to access and permanently change protocols |
| 1 | CARE_DOSE4D | **CARE Dose4D**<br>CARE Dose4D delivers the highest possible image quality at the lowest possible dose for patients - maximum detail, minimum dose. Adaptive dose modulation for up to 60% dose reduction |
| 1 | CARE_DOSE_CONFIG | **CARE Dose Configurator**<br>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. |
| 1 | CARE_BOLUS | **CARE Bolus**<br>Operating mode for CM-enhancement-triggered data acquisition. |
| 1 | DICOM_SR | **DICOM SR Dose Reports**<br>DICOM structured file allows for the extraction of dose values (CDTIvol, DLP) |
| 1 | DOSELOGS | **DoseLogs**<br>Whenever a dose limit exceeds the established reference dose levels (Dose |

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| Qty | Part No. | Item Description |
|---|---|---|
| | | Notification and Dose Alert) a report is automatically created on the system, enhancing your ability to track radiation dose. |
| 1 | DOSE_ALERT | **Dose Alert**<br>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. |
| 1 | DOSE_NOTIFICATION | **Dose Notification**<br>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. |
| 1 | NEMA_XR-29 | **NEMA_XR-29 Standard**<br>This system is in compliance with NEMA XR-29 Standard Attributes on CT Equipment Related to Dose Optimization and Management, also known as Smart Dose. |
| 1 | SURE_VIEW | **SureView**<br>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_DETECTOR | **UFC Detector**<br>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. |
| 1 | CT_STELLAR_INF | **Stellar Infinity**<br>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. |
| 1 | SYNGO_VRT | **syngo VRT**<br>Advanced 3D functionality as an extension to the basic 3D viewer, containing volume rendering technique (VRT) and advanced editing functions. |
| 1 | SYNGO_BONE_REMOVAL | **syngo Bone Removal**<br>Simple, automated bone removal functionality for the syngo 3D application. Preconfigured algorithms for angiography and hip/pelvis fracture scenarios are included to facilitate fast removal of bone structure for three dimensional presentation and analysis of CT data. |
| 1 | WORKSTREAM 4D | **Workstream4D**<br>WorkStream 4D further enhances the already superb workflow of SOMATOM CT scanners by offering direct generation of sagittal, coronal, oblique or double-oblique reconstructed images directly from CT raw data as part of the CT protocol. |
| 1 | CT_LUNGIMAGING_X | **CT_Lungimaging_X** |
| 1 | CT_UPS_X | **CT_UPS_X** |
| 1 | CT_XCITE_RECON_384 | **X.cite z-Sharp Technology**<br>The unique Vectron X-ray tube utilizes an electron beam that is accurately and rapidly deflected, creating two precise focal spots alternating 4,608 times per second. This doubles the X-ray projections reaching each detector for each detector element. The two overlapping projections result in an oversampling in z-direction and allow to acquire twice the number of slices per detector row. The resulting measurements interleave half a detector slice width, doubling the scan information without a corresponding increase in dose. This provides a spatial resolution in z-direction of up to 0.30 mm and a corresponding reduction of spiral artifacts in the |

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| Qty | Part No. | Item Description |
|---|---|---|
| | | daily clinical routine. |
| 1 | CT_TINFILTER_X | **CT_Tinfilter_X** |
| 1 | CT_PM | **CT Project Management**<br>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. |
| 1 | CT_BTL_INSTALL | **CT Standard Rigging and Installation** |
| 1 | CT_ADDL_RIGGING | **Additional Rigging CT - $3,036** |
| 1 | CT_TRADE_IN_ALLOW | **Trade-in of a Definition AS 20, project #2024-0449, deinstall/expires 11/30/2024, for ($26,500)** |
| 1 | CT_BD_LV3 | **Essential Education Level 3 (CT)**<br>This Essential Education Bundle provides system training in a blended learning environment using training modules (typically 1 hour):<br>- CT Clinical Education Specialist led online education consult and education planning/deployment.<br>- Siemens PEPconnect online learning platform based education plan deployment / management.<br>- Online protocol development and training up to 75 protocols using CT SmartSimulators.<br>- Classroom training up to 24 hours at Siemens Training and Development Center.<br>- Two Online CT Seamless transition workshops for education of up to 6 users per workshop using SmartSimulators.<br>- Essential Onsite Training Part 1 - Up to 28 hours of onsite training for up to 8 users.<br>- Essential Onsite Training Part 2 - Up to 24 hours of onsite training for up to 8 users.<br>- Ongoing online instructor-led training subscription using SmartSimulators or Smart Remote Services for one year.<br>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. |

**System Total** **$ 839,522**

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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 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 perform in accordance with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the availability of such Products to Purchaser cannot be guaranteed. If the Products are no longer available, Seller will use its best efforts to identify other suitable products in its inventory. If substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation.

**1.3 Third Party Products.** If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is not responsible for any required installation, validation, product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

### 2. PRICES

**2.1 Quotations.** Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to Purchaser assume that the Purchaser 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 a secure storage location 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

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or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received consistent with the foregoing timeframe. 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 provided that Seller shall complete the installation on such other date as mutually agreed between the parties.

**4.5 Default; Termination**. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any undisputed 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 upon written notice to Purchaser via electronic mail; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; 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). In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.

**4.6 Financing**. Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

**5. EXPORT TERMS**

**5.1** 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 actually incurred losses and expenses resulting thereof.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SELLER

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ACKNOWLEDGES AND AGREES THAT ANY OF PURCHASER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT ARE SUBJECTT O LIMITATIONS OF APPLICABLE LAW AND PURCHASER DOES NOT WAIVE ANY GOVERNMENTAL OR SOVEREIGN IMMUNITIES.

## 6. DELIVERY, RISK OF LOSS

**6.1 Delivery Date.** Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable or as otherwise agreed by the parties in writing. Seller shall make commercially 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 actually incurred by Seller; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees actually incurred by Seller with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment.

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

## 9. FORCE MAJEURE

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

## 10. WARRANTY

**10.1** Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth

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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 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. Seller warrants that (a) Seller is not excluded from the Federal healthcare programs or barred from Federal programs, (b) the Products comply with all applicable laws, including, without limitation, applicable FDA requirements.

**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 shall provide information regarding appropriate cleaning solutions in writing upon request from Purchaser. 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 if functioning equivalent to new parts or products. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid by Seller, 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 prompt 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 Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible

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personal property to the extent arising from Seller's negligence or a product defect.

**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 OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

## 12. INSTALLATION - ADDITIONAL CHARGES

**12.1 General.** Unless otherwise expressly stipulated in writing, the Products shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.

**12.2 Installation by Seller.** If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses 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 pre-installation work required by applicable regulations and/or Seller specifications; and Purchaser shall reimburse Seller for any increased costs and expenses actually 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 actually 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 forty-five (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 required by law.

**12.5 Completion of Installation.** Installation shall be complete upon the conclusion of final calibration and

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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 or other U.S. intellectual property right of another party, including any trade secrets recognized as such. 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 or other U.S. intellectual property right of another party, including any trade secrets recognized as such, Purchaser shall notify Seller immediately in writing. Provided that Purchaser gives Seller information, assistance and exclusive authority to evaluate, defend and settle such claims, Seller shall at its own expense and option: indemnify and defend Purchaser against such claims; settle such claims; procure for Purchaser the right to use the Products; or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller at Seller's expense 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 in writing 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.

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**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** Notwithstanding any other provision hereof, 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 and, if applicable to the parties' obligations hereunder, any business associate agreement between the parties, 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 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. This Agreement may be signed via electronic signature.

**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 a party under this Agreement are in addition to, and do not in any way limit, any other rights or remedies afforded to the party 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.

27. Compliance with Law.

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27.1 Seller shall provide all services, and each party shall perform its obligations, under this Agreement in accordance with all applicable laws.

L026-7 Revised May 2024

## 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:

https://marketing.webassets.siemens-healthineers.com/4275155d5aa2ce02/a0226f9a8dd8/Smart-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. Technical Data and Smart Technical Data shall not include any information considered to be Protected Health Information as that term is defined in 45 CFR §160.103 and used in the Health Insurance Portability and Accountability Act ("HIPAA") or individually identifiable information as defined under any applicable state law. 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

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covered Applicable Equipment, subject to the terms of the Agreement.

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, which shall not include any information considered to be Protected Health Information as that term is defined in 45 CFR §160.103 and used in HIPAA or individually identifiable information as defined under any applicable state law.

c. 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, state-of-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;
(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 of the inquiry date, provided that if a Vulnerability is reasonably determined by Purchaser to constitute an emergency, Seller shall respond acknowledging receipt of Purchaser's inquiry within 24 hours of the inquiry. Seller will evaluate all Vulnerabilities using CVSS and FDA's definition of "controlled" and "uncontrolled" 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 by Seller to Customer, 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 implementing procedures to prevent 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

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connection is authorized by Seller in the instructions for use and only when appropriate security measures as determined by Purchaser (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 by Seller to Purchaser 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 unless the disclosure is required by applicable law.

(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 consistent with applicable laws and industry best practices that provides for appropriate physical, technical and administrative safeguards, including safeguards and controls intended to protect the Product and Purchaser's data that is stored on the Product from unauthorized access, use or disclosure, and to the extent controlled by Seller, including regular network scanning and taking other reasonable measures to prevent unauthorized access to the Products and Purchaser's data, to the extent controlled by Seller, that is stored on the Product. Purchaser shall ensure that its personnel complies with such security program. 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 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 provided such expenses are approved by Purchaser in advance. 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:

Purchaser's intrusive IT Security testing;

(ii) unauthorized modification of the system configuration or IT Security controls of the Products by Purchaser or any third party not under Seller's control;

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(iii) the installation of Patches which are not authorized by Seller;
(iv) Purchaser delaying the self-installation of Patches made available to Purchaser by Seller via SRS or for download;
(v) Hacker attacks or cyberthreats (except to the extent caused by the negligence or more culpable actions or omissions of Seller) 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 provided that imposition of any additional obligations on Purchaser through updates to the terms of this Schedule shall require Purchaser's prior approval, and the parties shall work in good faith to implement any additional obligations on Purchaser that are required by updates to the Security Concept. 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 consistent with all applicable laws. 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.
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## 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 de-installation. If this is not done, Seller will have no liability for items which are subsequently removed or scrapped. If the de-installation or return of the trade-in equipment is delayed by Purchaser for reasons other than a force majeure event, or if upon inspection by Seller it is determined that the equipment does not meet the manufacturer's operating specifications, or if any items listed as included on the Trade Sheet are not made available at the time of de-installation, then trade-in value will be re-evaluated and any loss in value or additional costs incurred by Seller shall be deducted from the established trade-in value and the pricing set forth on this Quotation will be adjusted by change order. In the event that access to the non-ultrasound trade-in equipment is denied past 14 days from turnover, or access to ultrasound trade-in equipment is denied past 30 days from turnover, then Purchaser shall pay to Seller a rental fee in the amount 3.5% of the total trade-in value plus any additional value provided by an Elevate/Promotional program included in this quotation (no less than $1000) for each month, or part thereof, that access is denied. In addition, if the purchase and installation of the new equipment covered by this Quotation is not completed, then Seller shall invoice Purchaser for all costs and expenses incurred by Seller in connection with the de-installation and removal of the trade-in equipment, including but not limited to labor, materials, rigging out, and transportation, which costs shall be paid by Purchaser within thirty (30) days of the invoice date.

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) any radioactive sources and other hazardous materials are removed from the equipment (iv) equipment has been wiped down and decontaminated of any blood 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.

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

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

**CT Warranty Information**

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

| Post System Warranty for T&M Spare Parts[3] | | | |
|---|---|---|---|
| **Spare Parts (excluding key components)** | **Period of Warranty** | **Coverage[5]** | **Special Conditions** |
| Consumables | Not covered | | |
| Spare parts | 6 months | Full credit (100%) wear/failure parts only. | |
| **Key Components** | **Period of Warranty** | **Coverage[5]** | **Special Conditions** |
| Vectron | 12 months | Up to 12 months prorated credit (wear/failure) or 160,000 scan-seconds 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 scan-seconds 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 scan-seconds 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 scan-seconds 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 scan-seconds 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 scan-seconds 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 scan-seconds whichever occurs first, parts only. | credit percentage = (100,000 – scan-seconds used)/100,000*100 |
| Chronon tubes | 12 months | Up to 12 months prorated credit | credit percentage = |

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

1. Period of Warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated warranty period shall commence 60 days after delivery of equipment.
2. 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.
3. Replacement spare parts warranty commences from the date of Siemens' invoice.
4. If the cause of failure on a returned part is determined to be from damage or negligence by of Purchaser or any third party not under Seller's control, 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.

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

Phelps Health will proceed with the project once approval has been received. The project will be completed in the second quarter of 2025. Periodic progress reports or extensions will be filed as needed.

Phelps Health

Divider III
Service Specific Criteria and Standards

1. Describe the financial rationale for the proposed replacement equipment.
2. Document if the existing equipment has exceeded its useful life.
3.. Describe the effect the replacement unit would have on quality of care.
4. Document if the existing equipment is in constant need of repair.
5. Document if the lease on the current unit has expired.
6. Describe the technological advances provided by the new unit.
7. Describe how patient satisfaction would be improved.
8. Describe how patient outcomes would be improved.
9. Describe what impact the new unit would have on utilization.
10. Describe any new capabilities that the new unit would provide.
11. By what percent will this replacement increase patient charges

1. Describe the financial rationale for the proposed replacement equipment.

   - Phelps County Regional Medical Center "DBA Phelps Health" is seeking to replace the current CT within our medical office building. The new Siemens SOMATOM X.cite Excel will allow for increased workload, improved functionality, patient care, and image quality.
   - Allow for advanced more advanced imaging procedures that were not able to be performed on the 20 slice CT scanner.
   - Faster scanning times will result in schedule optimization and improved access to care.
   - Improved patient experience

2. Document if the existing equipment has exceeded its useful life

   - The current unit was installed in 2015 and has exceeded its useful life. Phelps Health depreciates CT equipment over a 7-year period and it is fully depreciated in 2022. The CT scanner proposed for replacement includes artificial intelligence, faster acquisition times, lower radiation doses, and image quality improving diagnostic accuracy.

3. Describe the effect the replacement unit will have on the quality of care.

   - Improved image quality
   - Artificial intelligence
   - Faster acquisition times
   - Lower radiation doses
   - Access to advanced imaging at that location
   - Gantry-integrated camera for patient observation even within the gantry.

4. Document if the existing equipment is in constant need of repair.

   As equipment is aging, we are beginning to experience an increase in service calls. Downtime has an impact on patient access and satisfaction.

5. Document if the lease on the current equipment has expired.

   Not applicable

6. Describe the technological advances provided by the new unit.

- Intelligent navigation for enhanced consistency
- Patient friendly design with an 82 cm bore
- Personalized imaging for consistent, comprehensive results
- Consistent standards across institution
- 0.5s rotation speed
- myExam Companion guides users through any procedure, so they can interact easily and naturally with both the patient and the technology. It helps generate consistent image reconstruction jobs and standardized results.
- 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.

7. Describe how patient satisfaction will be improved.
   - The world's first gantry-integrated FAST 3D Camera is powered by AI and facilitates precise patient positioning. The CARE Mood light indicates for users the progress of a scan and creates for patients a calming atmosphere in the scan room. CARE Breathe provides visual guidance for patients on when to hold their breath using intuitive color-coded commands. And with the CARE 2D Camera, users can monitor a patient during a scan.
   - The ability to light up the scanner funnel with different colors to enhance well-being by creating the impression of a bigger space.
   - Intuitive color-coded breath hold count-down displayed on the front and rear part of the tunnel.

8. Describe how patient outcomes would be improved.

- The decrease in acquisition times will result in quicker decisions and better outcomes for our patients, particularly those in need of a time-critical diagnosis, e.g. stroke.
- Decrease the need for Beta Blockers in cardiac CT
- Decrease breathe holds for lung screening patients
- Standardized and repeatable scan finding are routinely achieved with MyExam companion to produce a high level of consistency in diagnostic outcomes.
- 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

9. Describe what impact the new unit will have on utilization.

   - The new CT will result in increased productivity that will make more exams possible per day.
   - In addition, the new features of the proposed CT will increase accessibility to quality care without travel.

10. Describe any new capabilities that the new unit would provide.

    - Features of the replacement CT will allow increased image quality in shorter scan time utilizing the latest in AI technology.
    - Expert-i enables the physician or technician to interact with the syngo Acquisition Workplace from virtually anywhere in your hospital.
    - The Gated Spiral Package allows for ECG gated spiral scans for example for scans of the aortic root or the thoracic aorta.
    - CT CaScoring allows visualization and quantification of calcified coronary lesions volume (in $mm^3$), calcium mass (mg calcium hydroxyapatite), vessel specific and total Agatston equivalent score and the number of lesions.

11. By what percent will this replacement increase patient charges?

    No change in patient charges is anticipated as a result of this replacement.

Phelps Health

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.
2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) FULL years beyond project completion.
3. Document how patient charges are derived.
4. Document responsiveness to the needs of the medically indigent.

1. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.

   See letter from US Bank This letter documents that Phelps Health has sufficient funds to pay for this project with unrestricted funds (Pg. 51).

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

   See Service-Specific Revenues and Expense Forms MO 580-1865 attached (Pg.52).

3. Document how patient charges were derived.

   Patient charges are derived by accumulating all of the computed tomography (CT) specific charges for each period of time. Average Charge was calculated by dividing the total CT charges by the total volume of CT procedures or utilization.

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

   Phelps Health maintains policies and procedures for financial assistance to benefit its patients. This policy reflects the efforts of Phelps Health to improve the human condition of the individuals and communities served, with special concern for the poor and underserved.

| FY22 Community Benefit | |
|---|---|
| Charity and Other Uncompensated Care | $39,708,615 |
| Education and Placement for Health Professionals | $3,057,723 |
| Community Outreach Services | $908,895 |
| Donations to Community Groups | $33,950 |
| Total Community Benefit | $43,709,182 |

See the separate "Financial Assistance" PDF file for more on the financial assistance policy (Pgs. 53-57). Further, Phelps Health most recent Community Benefit report demonstrates the impact of our commitment to the community. In 2022, Phelps Health's total community benefit was over $43 million.

Phelps Health

usbank

usbank.com

November 4, 2024

To whom it may concern,

Please accept this letter as confirmation that Phelps County Regional Medical Center, Phelps Health, is a customer in good standing with U.S. Bank and has an active account with the following details:

| | |
|---|---|
| *Bank Account Number:* | [redacted] |
| *Bank Routing Number:* | [redacted] |
| *Balance as of 8/31/24 ($):* | 10,075,691.36 |

If you need any further information or clarification, please feel free to contact me.

Sincerely,

**Anna Milbach**
Senior Vice President
Government Banking Relationship Manager | Institutional Client Group
O: 319-900-1224 | M: 507-316-4656 | anna.milbach@usbank.com

Certificate of Need Program

## SERVICE-SPECIFIC REVENUES AND EXPENSES

**Project Title:** Phelps Health MOB CT Replacement **Project #:** 6178 HT

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

*Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.*

| | Year 2025 | Year 2026 | Year 2027 |
|---|---|---|---|
| **Amount of Utilization:*** | 3,557 | 3,628 | 3,701 |
| **Revenue:** | | | |
| Average Charge** | $5,862 | $6,039 | $6,219 |
| Gross Revenue | $20,851,134 | $21,909,492 | $23,016,519 |
| Revenue Deductions | 17,976,008 | 18,950,590 | 19,980,915 |
| Operating Revenue | 2,875,126 | 2,958,902 | 3,035,604 |
| Other Revenue | 0 | 0 | 0 |
| **TOTAL REVENUE** | **$2,875,126** | **$2,958,902** | **$3,035,604** |
| **Expenses:** | | | |
| Direct Expenses | | | |
| Salaries | 170,309 | 175,419 | 180,681 |
| Fees | 0 | 0 | 0 |
| Supplies | 32,916 | 34,562 | 36,290 |
| Other | 120 | 125 | 127 |
| TOTAL DIRECT | $203,345 | $210,106 | $217,098 |
| Indirect Expenses | | | |
| Depreciation | 171,429 | 171,429 | 171,429 |
| Interest*** | 0 | 0 | 0 |
| Rent/Lease | 0 | 0 | 0 |
| Overhead**** | 416,452 | 428,946 | 441,814 |
| TOTAL INDIRECT | $587,881 | $600,375 | $613,243 |
| **TOTAL EXPENSES** | **$791,226** | **$810,481** | **$830,341** |
| **NET INCOME (LOSS):** | **$2,083,900** | **$2,148,421** | **$2,205,263** |

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

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

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

****Indicate how overhead was calculated.

MO 580-1865 (06/06)

Phelps Health

| Phelps Health | Title: Financial Assistance | Reference: Charity |
|---|---|---|
| | Initiated: 06/95 | Revised: 06/97; 09/05; 04/14; 04/16; 01/18; 03/19; 01/21 |
| | Manual: Administration | Page 53 of 57 |

**Purpose:** Guided by the vision and mission of Phelps Health this policy reflects the efforts of the Hospital to improve the human condition of the individuals and communities served, with special concern for the poor and underserved.

**Policy:** Phelps Health will provide medically necessary services to all patients without regard to the patient's financial ability to pay.

**Definition:** Financial Assistance is defined as uncompensated/discounted services provided to Missouri residents who are United States Citizens or married to a US citizen who reside in our primary service area and do not have the ability to pay. College student's residency will be determined by the taxes of the person who claimed them as an exemption on the most recent completed tax year. For purposes of assistance determination, primary service area will include residents of the following counties: Phelps, Dent, Texas, Pulaski, Maries, Crawford, Osage, Gasconade, Laclede, Camden and Miller. The patient may be uninsured or under insured to be considered for financial assistance. Elective procedures are exempt from Financial Assistance.

The Financial Assistance application will be applied to present accounts and to accounts for the previous 240 days from the receipt date of the first patient statement. If any personal payments have been made during this time and if the amount of charity received would create a credit balance, a refund will be issued.

Medical Necessity – Any procedure reasonably determined to prevent, diagnose, correct, cure, alleviate, or avert the worsening of conditions that endanger life, cause suffering or pain, result in illness or infirmity, threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, if there is no other equally effective, more conservative or less costly course of treatment available.

**Physicians covered** by this policy: Pain Clinic Providers, Emergency Room Physicians, and the Anesthesiology Providers.

**Physicians not covered** by this policy: USA Radiology Management Solutions, LLC, (Radiologists), Mallinckrodt Institution of Radiology, (Radiologists), Medical Lab (Pathologists), and Phelps Health Medial Group.

**How to Apply for Financial Assistance**

If you would like to apply for financial assistance you can call 573-458-7715 and ask for a financial assistance packet to be sent to you or a packet can be picked up at the Phelps Health cashier's office at 1000 West Tenth St., Rolla, MO or you can print

one from our website (http://phelpshealth.org). Please follow the instructions and provide copies of all the requested information. Original documentation such as tax information cannot be mailed back to the patient. You can also attach a written explanation of any recent changes to your situation that you feel would be pertinent. If you have questions or need help with the financial assistance application, please call 573-458-7715.

## Eligibility Criteria

Financial ability is determined by looking at gross income, assets, family size, and expected future income. Other assets are checking accounts, savings accounts, IRA"s, CD's, retirement savings, investments, 2nd home, land, business assets, farm equipment, and livestock. Income will be annualized, some judgment may be required. Job/life changes will be considered. After an assessment of medical necessity and financial ability, Phelps Health may provide free or discounted care to patients who qualify for financial assistance under this Policy.

Poverty Guidelines. Lesser discounts are available, based on facility guidelines, to those patients with income (financial ability) that exceed 150% and is equal to or less than 225% of the Federal Poverty Guidelines. Details of the sliding scale guidelines can be located in Addendum A. of this policy. A copy of this information is available at no charge by contacting the hospital at 573-458-7715.

## Amounts Generally Billed Calculation

Phelps Health provides financial assistance to medical indigent patients meeting the eligibility criteria outlined in this policy for Medically Indigent Patients. After the patient's account(s) is reduced by the financial assistance adjustment based on policy, the patient is responsible for the remainder of his or her outstanding patient account which shall be no more than amount generally billed (AGB) to individuals who have Medicare fee for service and private health insurers for emergency and other medically necessary care. The Look Back Method is used to determine AGB, Addendum B. Patients or members of the public may obtain this summary document at no charge by contacting the hospital at 573-458-7715.

Amounts Generally Billed is the sum of all amounts of claims that have been allowed by health insurers divided by the sum of the associated gross charges for those claims.

## AGB% = Sum of Claims Allowed Amount $/ Sum of Gross Charges $ for those claims

Fiscal Year AGB % calculation is available at no charge by contacting the Director of Patient Financial Services at 573-458-7725.

Allowed Amount = Total charges less Contractual Adjustments
If no contractual adjustment is posted then total charges equals the allowed amount. Denial adjustments are excluded from the calculation as denials do not impact allowed amount.

On an annual basis the AGB is calculated for Phelps Health.

- A twelve (12) month period is used.
- Payors include: Medicare Fee for Service and all private insurers that pay claims to hospital facility.
- Payors excluded: Uninsured, Medicaid and Medicaid Managed Care Plans.

Medical Necessity

EMTALA
Any patient seeking urgent or emergent care (within the meaning of section 1867 of the Social Security Act (42 U.S.C. 1395dd)) at Phelps Health shall be treated without discrimination and without regard to a patient's ability to pay for care. Phelps Health operates in accordance with all federal and state requirements for the provision of urgent or emergent health care services, including screening, treatment and transfer requirement under the federal Emergency Medical Treatment and Active Labor Act (EMTALA) Phelps Health should consult and be guided by their emergency services policy, EMTALA regulations and applicable Medicare/Medicaid Conditions of Participation in determining what constitutes an urgent or emergent condition and the processes to be followed with respect to each.

Procedure: A patient's/families/guarantor's gross income, net worth, assets, household size, life/job changes are taken into consideration in determining what financial assistance is given based on the Federal Poverty Guidelines. Patients need to furnish a copy of their most recent Federal Tax Return (1040) with all schedules and copies of last 3 payroll check stubs, (for all employers), for all people working in the family and proof of any other income (i.e. public assistance, unemployment benefits, workers compensation, alimony, child support, rental and business income, royalties, etc). Self-employed patients/guarantors are required to furnish their latest YTD income and expense figures. College students must furnish proof that they weren't claimed on parent's latest tax return. Regardless of ability to pay, the hospital will provide medical services necessary to stabilize a patient's condition from life-threatening or emergent circumstance.

SELF PAY

All Self-Pay patients must agree to be screened for benefits by completing a financial statement and/or related paper work in order to qualify for discounts under this policy. Patients will be required to work with the hospital Liaison to see if they could qualify to enroll and obtain healthcare coverage from any private or public program (Medicare, Medicaid, or county assistance program, or Affordable Care Act). Patients will be asked

to fill out our Patient Financial Assistance Form and return the information within 14 days. Financial Assistance applications are good for 120 days from the date obtained.

If patients are found to be eligible for benefits from Medicaid or other government sponsored funding, all efforts to collect from that patient will cease at the time that determination is made and this policy shall NOT apply. Self-Pay patients that qualify for equal to or less than 225% of the Federal Poverty guidelines will receive a discount of at least the AGB or greater.

A potential (Charity) Financial Assistance case should be identified as quickly as possible to shorten the determination period and avoid unnecessary collection efforts. Once identified, Patient Financial Service staff should discuss the charity policy of the hospital with the patient and provide the Assistance Application for completion. The applicant should be instructed to return the application within 14 days. All information requested must be returned for the application to be considered.

After the patient's account(s) is reduced by the financial assistance adjustment based on policy, the patient is responsible for the remainder of his or her outstanding patient account which shall be no more than amount generally billed (AGB).

## PRESUMPTIVE FINANCIAL ASSISTANCE ELIGIBILITY

Phelps Health understands that certain patients may be unable to complete a financial assistance application, comply with requests for documentation, or are otherwise nonresponsive to the application process.

As a result, there may be circumstances under which a patient's qualification for financial assistance is established without completing the formal assistance application. Under these circumstances, Phelps Health may utilize other sources of information to make an individual assessment of financial need. This information will enable Phelps Health to make an informed decision on the financial need of non-responsive patients utilizing the best estimates available in the absence of information provided directly by the patient. Presumptive eligibility may also be determined using external sources and/or other program enrollment resources. Presumptive eligibility may be granted when:

- Patient is homeless or receiving housing from a homeless shelter
- Patient is deceased with no known estate
- Patient is incarcerated prisoner not expected to be released within the next 12 months
- Patient is mentally incapacitated and not eligible for Medicaid/Medicare

When presumptive eligibility is granted to the patient, the highest discount of full free care will be granted for eligible services for retrospective dates of service only. If a patient does not qualify under Presumptive eligibility, the patient may still be considered under the traditional financial assistance application process. To patients not qualifying through this process, Phelps Health will provide them with a written notice informing

them that financial assistance is available. It will include a plain language summary of the financial assistance policy and actions to be taken if an application is not submitted or the outstanding balance paid.

Patient accounts granted presumptive eligibility will be reclassified under the financial assistance policy. They will not be sent to collection, will not be subject to further collection actions, will not be notified of their qualification and will not be included in the hospital's bad debt expense.

When pursuing collection of all patient account balances (whether self-pay or otherwise), Phelps Health, collection agencies and third-party bill handlers working accounts on behalf of Phelps Health, shall not employ debtors prison, writ of body attachment arrests, or liens on principal residences. Liens on any appropriately attached assets may be exercised through garnishments or other means as permitted by state law.

This hospital reserves the right to not apply this policy to services that are deemed to be elective in nature. The determination of whether or not a service is elective shall reside with the hospital.

Extension of financial assistance based on indigence will be based upon the review and recommendation by the Patient Financial Services department with approval of the Director.

Special circumstances may be considered, but must be approved by the Director of Patient Financial Services and or the Chief Financial Officer.

Collection actions that Phelps Health may take in the event of nonpayment are described in our AR Management policy. You may obtain a copy of this policy by contacting the Patient Financial Services Department at 573-458-7715.

This policy does not apply to any non-hospital Phelps Health affiliate or related entity.

The Director of Patient Finance is responsible to oversee the compliance of the Financial Assistance program.

| | |
|---|---|
| Recommended by: | Kent D. Johnson |
| | Director of PFS |
| Authorized by: | Jana Cook |
| | VP/Chief Financial Officer |
| Approved by: | Board of Trustees 4/24/2019 |