

Expedited Equipment Replacement Application

Review for Replacement Equipment for Non-Applicability Certificate of Need # 5269 HA

Missouri Certificate of Need Program



Project Name: Phelps Health Hospital CT Replacement

Project ID: # 6180 HT



Certificate of Need Program
EQUIPMENT REPLACEMENT APPLICATION
 Applicant's Completeness Checklist and Table of Contents

Project Name: Phelps Health Hospital CT Replacement Project No: 6180 HT

Project Description: Replacing existing 64 slice CT with a Siemens SOMATOM Pro.Pulse dual source CT

Done Page N/A Description

Divider I. Application Summary:

- 4 1. Applicant Identification and Certification (Form MO 580-1861)
- 5-10 2. Representative Registration (Form 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.
- 14-46 2. Provide a listing with itemized costs of the medical equipment to be acquired and bid quotes.
- 47 3. Provide a timeline of events for the project, from CON issuance through project completion.

Divider III. Service Specific Criteria and Standards:

- 49 1. Describe the financial rationale for the proposed replacement equipment.
- 49 2. Document if the existing equipment has exceeded its useful life.
- 49 3. Describe the effect the replacement unit would have on quality of care.
- 49 4. Document if the existing equipment is in constant need of repair.
- 49 5. Document if the lease on the current unit has expired.
- 50 6. Describe the technological advances provided by the new unit.
- 50 7. Describe how patient satisfaction would be improved.
- 50 8. Describe how patient outcomes would be improved.
- 50 9. Describe what impact the new unit would have on utilization.
- 51 10. Describe any new capabilities that the new unit would provide.
- 51 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:

- 53, 54 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.
- 53, 55 2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) FULL years beyond project completion.
- 53 3. Document how patient charges are derived.
- 53, 56-60 4. Document responsiveness to the needs of the medically indigent.

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



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 <i>(Attach additional pages as necessary to identify multiple project sites.)</i>		
Title of Proposed Project Phelps Health Hospital CT Replacement		Project Number 6180 HT
Project Address (Street/City/State/Zip Code) 1000 west 10th street Rolla, MO 65401		County Phelps
2. Applicant Identification <i>(Information must agree with previously submitted Letter of Intent)</i>		
List All Owner(s): <i>(List corporate entity.)</i> 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
<i>(List entity to be licensed or certified.)</i>		
List All Operator(s): <i>(List entity to be licensed or certified.)</i> 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 <i>(Check applicable category.)</i>		
<input type="checkbox"/> Nonprofit Corporation <input type="checkbox"/> Individual <input type="checkbox"/> City <input type="checkbox"/> District <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> County <input type="checkbox"/> Other _____		
4. Certification		
<p>In submitting this project application, the applicant understands that:</p> <ul style="list-style-type: none"> (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. <p>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:</p>		
5. Authorized Contact Person <i>(Attach a Contact Person Correction Form if different from the Letter of Intent.)</i>		
Name of Contact Person Shawn Hodges		Title Executive Director of Ancillary Services
Telephone Number 573-458-7945	Fax Number	E-mail Address hodgess@phelpshealth.org
Signature of Contact Person Shawn Hodges		Date of Signature Digitally signed by Shawn Hodges Date: 2024.12.13 08:11:55 -06'00'

MO 580-1861 (03/13)



Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name Phelps Health Hospital CT Replacement	Number 6180 HT
---	-------------------

(Please type or print legibly.)

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

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

Address (Street/City/State/Zip Code) 1000 West 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 Phelps County Regional Medical Center "DBA Phelps Health"	Telephone Number 573-458-7975
---	----------------------------------

Address (Street/City/State/Zip Code) 1000 West 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 12-17-2024
---	--------------------


MO 580-1869 (11/01)



Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name Phelps Health Hospital CT Replacement		Number 6180 HT	
<i>(Please type or print legibly.)</i>			
Name of Representative Jana Cook		Title SVP/CFO	
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Phelps County Regional Medical Center "DBA Phelps Health"		Telephone Number 573-458-7916	
Address (Street/City/State/Zip Code) 1000 West 10th Street, Rolla, MO. 65401			
Who's interests are being represented? <i>(If more than one, submit a separate Representative Registration Form for each.)</i>			
Name of Individual/Agency/Corporation/Organization being Represented Phelps County Regional Medical Center "DBA Phelps Health"		Telephone Number 573-458-7916	
Address (Street/City/State/Zip Code) 1000 West 10th Street, Rolla, MO. 65401			
<p>Check one. Do you:</p> <p><input checked="" type="checkbox"/> Support</p> <p><input type="checkbox"/> Oppose</p> <p><input type="checkbox"/> Neutral</p>		<p>Relationship to Project:</p> <p><input type="checkbox"/> None</p> <p><input checked="" type="checkbox"/> Employee</p> <p><input type="checkbox"/> Legal Counsel</p> <p><input type="checkbox"/> Consultant</p> <p><input type="checkbox"/> Lobbyist</p> <p><input type="checkbox"/> Other (explain):</p>	
<p>Other Information:</p> <p>_____</p> <p>_____</p>		<p>_____</p> <p>_____</p>	
<p>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: <i>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.</i></p>			
Original Signature 		Date 12-18-24	


MO 580-1869 (1/01)



Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name Phelps Health Hospital CT Replacement	Number 6180 HT
<i>(Please type or print legibly.)</i>	
Name of Representative Darren George	Title CMO
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Phelps County Regional Medical Center "DBA Phelps Health"	Telephone Number 573-458-7706
Address (Street/City/State/Zip Code) 1000 West 10th Street, Rolla, MO. 65401	
Who's interests are being represented? <i>(If more than one, submit a separate Representative Registration Form for each.)</i>	
Name of Individual/Agency/Corporation/Organization being Represented Phelps County Regional Medical Center "DBA Phelps Health"	Telephone Number 573-458-7706
Address (Street/City/State/Zip Code) 1000 West 10th Street, Rolla, MO. 65401	
<p>Check one. Do you:</p> <p><input checked="" type="checkbox"/> Support</p> <p><input type="checkbox"/> Oppose</p> <p><input type="checkbox"/> Neutral</p> <p>Other Information:</p> <p>_____</p> <p>_____</p>	<p>Relationship to Project:</p> <p><input type="checkbox"/> None</p> <p><input checked="" type="checkbox"/> Employee</p> <p><input type="checkbox"/> Legal Counsel</p> <p><input type="checkbox"/> Consultant</p> <p><input type="checkbox"/> Lobbyist</p> <p><input type="checkbox"/> Other (explain):</p> <p>_____</p> <p>_____</p>
<p>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: <i>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.</i></p>	
Original Signature 	Date 12/19/24

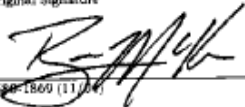
MO 580-1869 (11/01)



Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name Phelps Health Hospital CT Replacement	Number 6180 HT
<i>(Please type or print legibly.)</i>	
Name of Representative Ryan McKee	Title Associate VP of Operations
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Phelps County Regional Medical Center "DBA Phelps Health"	Telephone Number 573-458-7011
Address (Street/City/State/Zip Code) 1000 West 10th Street, Rolla, MO. 65401	
Who's interests are being represented? <i>(If more than one, submit a separate Representative Registration Form for each.)</i>	
Name of Individual/Agency/Corporation/Organization being Represented Phelps County Regional Medical Center "DBA Phelps Health"	Telephone Number 573-458-7011
Address (Street/City/State/Zip Code) 1000 West 10th Street, Rolla, MO. 65401	
<p>Check one. Do you:</p> <p><input checked="" type="checkbox"/> Support</p> <p><input type="checkbox"/> Oppose</p> <p><input type="checkbox"/> Neutral</p> <p>Other Information:</p> <p>_____</p> <p>_____</p>	<p>Relationship to Project:</p> <p><input type="checkbox"/> None</p> <p><input checked="" type="checkbox"/> Employee</p> <p><input type="checkbox"/> Legal Counsel</p> <p><input type="checkbox"/> Consultant</p> <p><input type="checkbox"/> Lobbyist</p> <p><input type="checkbox"/> Other (explain):</p> <p>_____</p> <p>_____</p>
<p>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: <i>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.</i></p>	
Original Signature 	Date 12/17/2024

MO SPS-1869 (11/04)



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 <i>(Attach additional pages as necessary to identify multiple project sites.)</i>		
Title of Proposed Project Phelps Health Hospital CT Replacement		Project Number 6180 HT
Project Address (Street/City/State/Zip Code) 1000 west 10th street Rolla, MO 65401		County Phelps
2. Applicant Identification <i>(Information must agree with previously submitted Letter of Intent.)</i>		
List All Owner(s): <i>(List corporate entity.)</i> 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
<i>(List entity to be licensed or certified.)</i>		
List All Operator(s): <i>(List entity to be licensed or certified.)</i> 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 <i>(Check applicable category.)</i>		
<input type="checkbox"/> Nonprofit Corporation <input type="checkbox"/> Individual <input type="checkbox"/> City <input type="checkbox"/> District <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> County <input type="checkbox"/> Other		
4. Certification		
<p>In submitting this project application, the applicant understands that:</p> <ul style="list-style-type: none"> (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. <p>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:</p>		
5. Authorized Contact Person <i>(Attach a Contact Person Correction Form if different from the Letter of Intent.)</i>		
Name of Contact Person Shawn Hodges		Title Executive Director of Ancillary Services
Telephone Number 573-458-7945	Fax Number	E-mail Address hodgess@phelpshealth.org
Signature of Contact Person Shawn Hodges		Date of Signature Digitally signed by Shawn Hodges Date: 2024.12.13 08:11:55 -06'00'

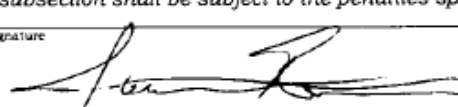
MO 580-1861 (03/15)



Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name Phelps Health Hospital CT Replacement		Number 6180 HT
<i>(Please type or print legibly.)</i>		
Name of Representative Justin Robertson		Title Director of Medical Imaging
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Phelps County Regional Medical Center "DBA Phelps Health"		Telephone Number 573-458-7773
Address (Street/City/State/Zip Code) 1000 West 10th Street, Rolla, MO. 65401		
Who's interests are being represented? <i>(If more than one, submit a separate Representative Registration Form for each.)</i>		
Name of Individual/Agency/Corporation/Organization being Represented Phelps County Regional Medical Center "DBA Phelps Health"		Telephone Number 573-458-7773
Address (Street/City/State/Zip Code) 1000 West 10th Street, Rolla, MO. 65401		
<p>Check one. Do you:</p> <p><input checked="" type="checkbox"/> Support</p> <p><input type="checkbox"/> Oppose</p> <p><input type="checkbox"/> Neutral</p>		<p>Relationship to Project:</p> <p><input type="checkbox"/> None</p> <p><input checked="" type="checkbox"/> Employee</p> <p><input type="checkbox"/> Legal Counsel</p> <p><input type="checkbox"/> Consultant</p> <p><input type="checkbox"/> Lobbyist</p> <p><input type="checkbox"/> Other (explain):</p>
Other Information:		
<p>_____</p> <p>_____</p>		<p>_____</p> <p>_____</p>
<p>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: <i>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.</i></p>		
Original Signature 		Date 12-17-24

MO 580-1869 (11/01)



Certificate of Need Program

PROPOSED PROJECT BUDGET

<u>Description</u>	<u>Dollars</u>
COSTS:*	<i>(Fill in every line, even if the amount is "\$0".)</i>
1. New Construction Costs ***	
2. Renovation Costs ***	\$261,276
3. Subtotal Construction Costs (#1 plus #2)	\$261,276
4. Architectural/Engineering Fees	\$16,675
5. Other Equipment (not in construction contract)	
6. Major Medical Equipment	\$1,293,178
7. Land Acquisition Costs ***	
8. Consultants' Fees/Legal Fees ***	
9. Interest During Construction (net of interest earned) ***	
10. Other Costs ***	\$96,859
11. Subtotal Non-Construction Costs (sum of #4 through #10)	\$1,406,712
12. Total Project Development Costs (#3 plus #11)	\$1,667,988 **
FINANCING:	
13. Unrestricted Funds	\$1,667,988
14. Bonds	
15. Loans	
16. Other Methods (specify)	
17. Total Project Financing (sum of #13 through #16)	\$1,667,988 **
18. New Construction Total Square Footage	
19. New Construction Costs Per Square Foot *****	
20. Renovated Space Total Square Footage	507
21. Renovated Space Costs Per Square Foot *****	\$515

* 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)

Cost Detail Sheet

Costs of Project:

- | | |
|---|-------------|
| • Siemens Somatom Pro.Pulse | \$1,214,678 |
| ▪ Trade in allowance (pg.27) | \$78,500 |
| • Renovation/Construction and Shielding (GMP) | \$ 261,276 |
| • Architect Fees- | \$16,675 |
| • Other- UPS | \$96,859 |

Total Costs: \$1,667,988

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.

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 Edge, located at Phelps Health Hospital, with a new Siemens SOMATOM Pro.Pulse. The current CT was not previously approved, Non-Applicability Certificate of Need # 5269 HA.

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 for \$1,667,988 which includes the new CT, UPS, architectural fees, trade in value (\$78,500) and renovation costs. Quotes are attached with the breakdown of the costs for review (pages:15-47) The costs of the project will be paid with unrestricted funds.

Phelps Health

Date: 11/05/2024

Project Number: 15290011.03a

Location: Main Hospital

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 - CON Budget Hospital CT



CONSTRUCTION COSTS SUMMARY - (11/19/2024)

SYSTEM BREAKDOWN	Cost Detail		Comments
	ALTERNATE	BIDS	
General Works - <i>McCarthy</i>		\$ 146,718.00	
Electrical - GECO		\$ 27,114.00	
Plumbing/Mechanical - Murphy		\$ 14,600.00	
Flooring - FSI		\$ 5,470.00	
Painting - Jos Ward		\$ 6,230.00	
Shielding		\$ 6,200.00	
--- COST OF WORK ---		\$ 206,332.00	\$
INITIAL MOBILIZATION / OFFICE SETUP	\$	\$ -	
GENERAL CONDITIONS (15%)	\$	\$ 30,949.80	
PRECONSTRUCTION (1.5%)	\$	\$ -	
BUILDING PERMIT	\$	\$ -	
BUILDER'S RISK INSURANCE (0.152%)	\$	\$ 360.67	
CDI PROGRAM (1.295%)	\$	\$ 611.03	
GL AND UMBRELLA INSURANCE (.930%)	\$	\$ 2,322.74	
ESTIMATING CONTINGENCY (5.00%)	\$	\$ 11,864.09	
PERFORMANCE & PAYMENT BOND			
CM FEE (3.5%)	\$	\$ 8,835.41	
TOTAL	\$	\$ 261,275.74	


ON POWER SYSTEMS INC - USA

PO BOX 49
 JOPPA MD
 21085

Tel: (800) 361-3624 Fax: (410) 715-2250

Quotation	
# :	03-024827
Date :	2024-10-15

ORIGINAL

Sold To Phelps Health Hospital 1000W 10th St Rolla MO 65401 A/S : Tel: Fax:	Ship To Phelps Health Hospital 1000W 10th St Rolla MO 65401 A/S : Tel: Fax:
--	--

Quotation provided by: **JOE BERGMAN** 401 S MT JULIET RD TEL: (615) 714-5227
 jbergman@onpower.com STE 235 MS 201 CEL: (615) 714-5227
 MOUNT JULIET TN 37122 FAX: (410) 715-2248

Part No	Description	Qty	U/M	Unit Price	U/M	Total
UPS304DH88L20B8	DELTA FRAME 300KW 480V	1	EA	96 859.00	EA	96 859.00
3915102286-S	50KW DELTA POWER MODULE 480VOLTS 50KW POWER MODULES	4	EA	0.00	EA	0.00
START UP DELTA	START UP DELTA	1	EA	0.00	EA	0.00
MPLHP5125528-1111411	ABS BATTERY CABINET 400A Breaker,24V UVR, 1AB Aux Contact MPLHP 10 Module ,512VDC LFP Battery System, Black, Siemens 400A Breaker, 24V UVR, 1AB Aux Contact, DC BMS Power, HMI and System Controller in cabinet #1 Runtime: 9 Minutes initial, 6.5 Minutes EOL.	1	EA	0.00	EA	0.00
PART	MISC SERVICE PART C&C 90821 FREE STANDING MAINTENANCE 90821-C483365ECA300A30002MTA 3 BKR 300A 480VAC, 3Ph/3W/G	1	EA	0.00	EA	0.00
PART	MISC SERVICE PART REMOTE STATUS MONITOR 93120-C02PP2MT	1	EA	0.00	EA	0.00

Notes:

This quotation is valid for 30 days.
 Taxes and freight are extra.FOB origin.
 Subject to our standard terms and conditions.

SUB TOTAL	96 859.00
	0.00
	0.00
TOTAL	96 859.00



Phelps County Regional Medical Center
 DBA Phelps Health
 1000 W. 10th St
 Rolla, MO 65401
 United States of America

Purchase Order Number	PO10004375
Purchase Order Date	06/25/24
Account Number	9035
Issue Option	Print
Payment Terms	Net 15
Payment Type	EFT
Buyer	Kelby Hastings
Phone Number	+1 (573) 4587598
Email	khastings@phelpshealth.org

Supplier:
Siemens Medical Solutions Usa Inc 40 LIBERTY BOULEVARD MALVERN, PA 19355 United States of America

Ship To:
Phelps County Regional Medical Center robertson@phelpshealth.org 1000 W 10th St. +1 (573) 4587598 Rolla, MO 65401 United States of America

Comments:
10/22/24 Emailed Revised PO & Contract Addendum to Quote #CPQ-620151 Rev 5 to gregory.thudum@siemens-healthineers.com for placement. PURCHASE OF THIS EQUIPMENT IS CONTINGENT ON PHELPS HEALTH OBTAINING CERTIFICATE OF NEED APPROVAL FROM THE MISSOURI DEPARTMENT OF HEALTH & SENIOR SERVICES

Bill To:
LED1 Phelps County Regional Medical Center accountspayable@phelpshealth.org DBA Phelps Health +1 (573) 4587598 1000 W. 10th St Rolla, MO 65401 United States of America

Shipping Terms	Shipping Method	Shipping Instruction
FOB Origin	Ground Shipping	Packages must not be greater than 150 pounds. If heavier, use 1Day Freight.

Goods Lines							
Line	Supplier Item #	Description	Quantity	UCM	Unit Price	Extended Amount	Due Date
1	14482051; 14482158; 14482160; 14482052; 14482056; 14482067; 14482082; 14482064; 14482083; 14482086; 14482087; 14482089; 14482091; 14482095; 14482096; 14482098; 14482597; 14472261; 14482082; 14482137; 14482146; 14482151; 14482101; 14482103; 14482079; 14482598; 14482602; 14482105; 14482109; 14482112; 14482114; 14482118; 14482122; 14482132; 14482115; 14482116; MDPPTPRO_17S; 43PA0014; ACCESS_PROTECT; CARE_DOSE4D; CARE_DOSE_CONFIG; CARE_BOLUS; DICOM_3R; DOSELOGS; DOSE_ALERT; DOSE_NOTIFICATION; NEMA_XR-2S; SURE_VIEW; UFC_DETECTOR; SYNGO_VRT; SYNGO_BONE_REMOVAL; WORKSTREAM4D; CT_FLEX_DOSE_PROF; HD_FOV_70CM; CT_LUNGIMAGING_PUL; CT_STELLAR CT_TIN_FILTER_PUL; BIG12_WINSTALL; CT_PM; CT_BTL_INSTALL; CT_ADDL_RIGGING; CT_TRADE_IN_ALLOW; CT_BD_LV3; CT_EP2_24	1	EA	1,214,678.00	1,214,678.00	04/30/25	
		All items listed are included for this system					

Messages
Purchase Order Number must appear on all correspondence, invoices, shipping papers and packages.

Currency: USD
 Total Line Amount: 1,214,678.00
 PO Total Amount: 1,214,678.00





DocuSign Envelope ID: AEF97A8F-5BAC-45BB-A578-3057EC484C08

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

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.

<u>Table of Contents</u>	<u>Page</u>
SOMATOM Pro.Pulse (Quote Nr. CPQ-620151 Rev. 6)	3
General Terms and Conditions	12
Software License Schedule	23
Trade-In Equipment Requirements	26
Warranty Information	27

Contract Total: \$ 1,330,048
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 09-30-2024

Estimated Delivery Date: 04/30/2025

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

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 #2024-0450. Existing system must be released 14 days post turnover.

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,

Created: 08-12-2024 02:01:57 PM
P-CPQ-620151-6-2

Siemens Medical Solutions USA, Inc. Confidential

Page 1 of 29

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

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

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.

By (sign): Gregory Thudium
Name: Gregory Thudium
Title: KAE
Date: September 30, 2024 | 9:28 AM PDT

PHELPS HEALTH

By (sign): Keri Brookshire-Heavin
Name: Keri Brookshire-Heavin
Title: SVP/CNO/COO
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



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

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

Quote Nr: CPQ-620151 Rev. 6

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

Purchasing Agreement: VIZIENT SUPPLY LLC
VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr CPQ-620151

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 Pro.Pulse

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14482081	<p>SOMATOM Pro.Pulse</p> <p>SOMATOM Pro.Pulse is the first Dual Source CT (DSCT) scanner designed to be more affordable, unlocking advanced CT imaging technology to improve access to care. SOMATOM Pro.Pulse combines the power and speed of DSCT—two Athlon DS tubes offering 2 x 825 mA at 2 x 75 kW generator power and two stellar detectors—embedded AI and user guidance to make even the most advanced CT exams more accessible and reproducible.</p> <p>An advanced CT like SOMATOM Pro.Pulse offers technical advantages required to deliver high-quality images in even the most challenging patients, including complex CV disease, emergency, oncology, and stroke, thanks to high power (up to 1850mA in DS mode), fast speed speeds (up to 372mm/s), and precision enabled by our one-of-a-kind DS technology.</p> <p>In CV imaging it delivers native temporal resolution of 88 ms, needed to reduce motion artifacts in patients with high or irregular heart rates or limited breath-hold capabilities.</p> <p>Advanced cardiac CT can be challenging for both patients and users, with unwanted scan variations, high or irregular heartrates or less compliant patients all affecting overall diagnostic image quality. myExam Companion simplifies CCTA imaging and enhances the scanning experience for all, providing intelligent user guidance, optimizing all available scanner technologies, delivering personalized and standardized CT exams.</p> <p>SOMATOM Pro.Pulse is an intelligently designed, air-cooled scanner that offers cost efficient high-end technology, helping reduce the financial burden and making DSCT TCO (total cost of ownership) comparable to a single source CT.</p>
1	14482158	<p>Identifier SRS</p> <p>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.</p>

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

Qty	Part No.	Item Description
1	14482160	<p>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).</p> <p>Advance Plan Information The following content is informative only and represents delivered content only with a local service agreement. The Advance Plans are Siemens Healthineers' service agreement for maximized efficiency and excellent clinical outcome in the digital era. They comprise a wealth of innovative and intelligent services that keep you cutting-edge, connected and competitive. The Advance Plans enable your equipment to be future-proof, cybersecure and highly efficient throughout its entire serviceable life, while at the same time covering your regulatory, quality and financial needs.</p>
1	14482062	<p>SW Base Package To utilize the full potential of the SOMATOM Pro.Pulse, we provide the full range of market leading applications to support your scanning needs.</p> <p>Including SureView, Workstream 4D, Adaptive Signal Boost, HD FoV, FAST Workflow and our innovative GO Technologies.</p>
1	14482066	<p>ADMIRE Siemens Healthineers' Advanced Modeled Iterative Reconstruction.</p>
1	14482067	<p>syngo Expert-i Expert-i enables the physician or technician to interact with the syngo Acquisition Workplace from virtually anywhere in your hospital.</p>
1	14482382	<p>ELEVATE R >= 128 slice > Pro.Pulse Elevate from >= 128 slice configuration system to the SOMATOM Pro.Pulse.</p>
1	14482064	<p>Pro.Power Computers IRS Pro.Power</p> <p>Contains IRS Pro.Power (Imaging Reconstruction System) for the preprocessing and reconstruction of the CT raw data. The reconstruction computer contains of a cluster of highperformance GPU boards performing the preprocessing and reconstruction of the CT data.</p> <p>ICS Pro.Power Contains ICS Pro.Power (Imaging Control System) including High performance computer CPU.</p>
1	14482083	<p>Patient Table 2000mm / 307kg Patient Table with 2000 mm / 78.7" scanable range with patient table extension. The table has a maximum table load of 307 kg / 676 lbs.</p>
1	14482086	<p>Mattress for PHS 2000mm Mattress for the comfortable positioning of the patient on the CT table.</p>
1	14482087	<p>Accessory tray Tray at the foot of the mattress to place small accessories like e.g. ECG cable.</p>
1	14482089	<p>Mattress Protector short 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.</p>
1	14482091	<p>Storage Box Additional ergonomic storage box at the side of the patient table.</p>
1	14482095	<p>Infusion Holder Infusion holder smartly attached to the end of the patient table.</p>



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

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

Qty	Part No.	Item Description
1	14482096	Foot Switch for Pat.Table control Foot switch for patient table control.
1	14482098	Table Extension Comfortable table accessory to extend the maximum scan range.
1	14482597	Positioning & Fixation Set Positioning & Fixation Set including: Arm Support: Length 430 mm/Width 316 mm/Height 150 mm/Component weight 0.50 kg Restraining strap Set: Width 200 mm and Width 100 mm/Length 900 mm/Component weight 0.10 kg Restraining strap 400mm: Width 400 mm/Length 900 mm/Component weight 0.50 kg
1	14472261	Pediatric Cradle Pediatric cradle to safely position pediatric patients.
1	14482082	Turbo Flash With Turbo Flash, the system can achieve high scan speed up to 372mm/s, allowing long scan coverage in a less time. Turbo Flash can be used also in ECG-triggered scan, enabling for example TAVI acquisition in one scan and one injection protocol only.
1	14482137	2nd Control-room Monitor 2nd Control-room Monitor
1	14482146	UPS incl. Rack Uninterruptible power supply with battery backup. 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	14482151	UPS Cable SET_M Short cable set for UPS.
1	14482101	CARE Contrast III Facilitates contrast-enhanced clinical workflow by synchronizing CT scan and contrast media injection using a single button control.
1	14482103	iMAR iMAR (iterative Metal Artifact Reduction) reduces metal artifacts for better image quality with no increase in dose.
1	14482079	Cardiac Imaging The Cardiac Imaging Package allows for comprehensive cardiac assessment and clinical consistency in cardiac CT with ease. Optimized, fully tablet-operated scan preparation, fast scanning, and standardized results in every cardiac case enabled by the integrated GO technologies allow you to devote more time to your patient. Especially useful for users less experienced in cardiac CT procedures, the exclusive myExam Companion suggests which settings are more appropriate for every patient based on the procedure and patient characteristics and finds the optimal combination of acquisition and reconstruction parameters. By measuring heart rate and rhythm, the system automatically chooses the most appropriate phase of the heart cycle to scan and later reconstruct. ZeeFree, an optional reconstruction feature, which allows the reconstruction of detector-width-independent cardiac ECG-gated spiral or ECG-triggered sequence data with improved border alignment of stacks originating from separate cardiac cycles or patient breathing. ZeeFree is not limited to specific parts of the anatomy and potentially affects all structures in the stack transition area. The Cardiac imaging package includes Physiological Measurement Module, ECG cable, Advanced radiotranslucent ECG cable extension, Cardio Spiral, Cardio Spiral Bi-Segment, Adaptive Cardio Sequence, Cardio BestPhase, Zee Free, syngo.CT CaScoring (AWP), Recon&GO - Inline CaScoring, Recon&GO - Inline Cardiac

DocuSign Envelope ID: AEF97A8F-5BAC-45BB-A578-3057EC484C08

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

Qty	Part No.	Item Description
		Ranges, Recon&GO - Inline Vessel Ranges (LAD, RCA, CX), View&GO - Inline Heart Isolation, View&GO - Inline Coronary Tree.
1	14482598	Neuro Acquisition Package that allows neuro perfusion acquisition as well as dynamic acquisition beyond the detector width. Item includes : - Flex 4D Spiral - Neuro - Flex 4D Spiral Dynamic for Head and Neck - Tilttable Head Holder
1	14482602	Stroke Reading Complete package to support user in assessment of stroke cases. It includes: - CT View&GO Neuro DSA - CT View&GO Stroke Layout - syngo.CT Neuro Perfusion (AWP) - Recon&GO Inline Neuro Perfusion - Recon&GO Inline Brain Hemorrhage
1	14482105	Lung CAD Simplify the integration of Lung Cancer Screening into your institution with Recon&GO and CT View&GO thanks to AI-powered algorithms: Recon&GO - Inline Lung CAD PACS-ready zero-click LungCAD (Computer Aided Detection) series. CT View&GO - Lung CAD As an all-in-one, cross-specialty viewing solution, CT View&GO provides a LungCAD tool, as computer assisted second reader solution for evaluation on the AWP.
1	14482109	Wireless edition Wireless Tablet and Remote Scan Control for mobile workflow.
1	14482112	Extra tablet front Additional wireless Tablet to enable scanner operation from both table sides without detaching the tablet from the charging docks on the gantry.
1	14482114	FAST 3D Camera (gantry-mounted) The AI-powered FAST 3D Camera gantry-mounted enables an automated workflow to safeguard precision and consistency in patient positioning – enabling high efficiency, increased image quality, and an optimized isocenter for an optimal dose, regardless of individual skills.
1	14482118	myExam Care Pro Advanced patient centric functionalities meant to provide dose personalization features as well as improve the overall patient's diagnostic experience with the CT equipment. The package contains the following technologies: User-Patient Interaction: - CARE 2D Camera - CARE Moodlight - CARE Breathe Dose: - CARE Dose 4D - CARE kV - X-CARE - CARE Child - CARE Profile - CARE Topo - CARE Filter - CARE Bolus CT - CARE Test Bolus - Flex Dose Profile



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

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

Qty	Part No.	Item Description
1	14482122	<p>myNeedle Guide 3D Suite myNeedle Guide 3D Suite is a complete comprehensive solution that assists you during all kinds of 2D and 3D non-fluoroscopic and 2D fluoroscopic minimal invasive CT-guided interventions from planning the procedure, guiding you during the needle insertion until monitoring the needle approach. myNeedle Guide 3D Suite includes: - myNeedle Guide 3D including all functionality provided with myNeedle Guide 2D - myNeedle Detection - i-Fluoro - i-Joystick - Tablet dock for patient table - X-Ray Foot Switch - Table Side Rails long</p>
1	14482132	<p>Large Ceiling Monitor The space-saving ceiling installation along with the large movement range of the ceiling support allow operating convenience when positioning the monitor.</p>
1	14482115	<p>Rear cover w/ buttons and docks 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.</p>
1	14482116	<p>Gantry tablet rear 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.</p>
1	MDPPCTPRO_175	<p>Main Disconnect Panel-Pro.Pulse CT Main Disconnect Panel for the Somatom Pro.Pulse: 175A Main Thermal Magnetic Circuit Breaker for the CT Gantry. 30A Branch Thermal Magnetic Circuit Breaker for the SPD. Field Fail Safe Emergency Power Off circuit. Force-guided relay contact for Shunt Trip. ON/OFF control via Start and Stop momentary pushbuttons. "EPOs Okay" pilot light to indicate no EPO is pressed. CT Power will be restored after facility power is interrupted. OSHDP Pre-approval OSP-0457. UL508A listed. Custom 36x16x8-inch enclosure painted white. (2) ship-along twist to release Remote EPOs included</p>
1	4SPAS014	<p>Low Contrast CT Phantom & Holder</p>
1	ACCESS_PROTECT	<p>Access Protection Scan Protocols are password protected allowing only authorized staff members to access and permanently change protocols</p>
1	CARE_DOSE4D	<p>CARE Dose4D CARE Dose4D delivers the highest possible image quality at the lowest possible dose for patients - maximum detail, minimum dose. Adaptive dose modulation for up to 60% dose reduction</p>
1	CARE_DOSE_CONFIG	<p>CARE Dose Configurator CARE Dose Configurator: Enhancement of Siemens' renowned real-time dose modulation CARE Dose4D, introducing new reference curves for each body region and for each body habitus allowing to adjust the configuration even more precisely to the patient's anatomy.</p>
1	CARE_BOLUS	<p>CARE Bolus Operating mode for CM-enhancement-triggered data acquisition.</p>
1	DICOM_SR	<p>DICOM SR Dose Reports DICOM structured file allows for the extraction of dose values (CDTIvol, DLP)</p>
1	DOSELOGS	<p>DoseLogs</p>

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

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

Qty	Part No.	Item Description
		Whenever a dose limit exceeds the established reference dose levels (Dose Notification and Dose Alert) a report is automatically created on the system, enhancing your ability to track radiation dose.
1	DOSE_ALERT	Dose Alert Dose Alert: Dose Alert automatically adds CTDIvol and DLP values depending on z-position (scan axis). The Dose Alert window appears, if either of these cumulative values exceeds a user-defined threshold.
1	DOSE_NOTIFICATION	Dose Notification Dose Notification: Dose Notification provides the ability to set dose reference values (CTDIvol, DLP) for each scan range. If these reference values are exceeded the Dose Notification window informs the user.
1	NEMA_XR-29	NEMA_XR-29 Standard This system is in compliance with NEMA XR-29 Standard Attributes on CT Equipment Related to Dose Optimization and Management, also known as Smart Dose.
1	SURE_VIEW	SureView Provides exceptional image quality at any pitch setting, enabling you to scan faster because you can scan at any pitch without degrading image quality
1	UFC_DETECTOR	UFC Detector Ultra Fast Ceramics (UFC) technology is a unique type of scintillation technology material that quickly and efficiently transforms radiation from the X-ray tube into light signals. Its superb overall quantum efficiency and unique short afterglow enable time-critical X-ray detection at low doses and extremely fast data collection.
1	SYNGO_VRT	syngo VRT 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 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 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_FLEX_DOSE_PROFILE	Flex Dose Profile In combination with CARE Dose 4D and FAST Planning, Flex Dose Profile allows a more optimal modulation of the dose in long scans ranges where different quality references might be needed. It is displayed at the AWP and at the Scan&GO tablet.
1	HD_FOV_70CM	HD FOV Designed to enable visualization of the human body parts and skin line located outside of the 50cm standard field of view up to the bore size.
1	CT_LUNGIMAGING_PUL	Lung Imaging Lung Imaging Pro.Pulse: For well over a decade, CT has been recognized and used as the standard of care for lung nodule visualization and sizing. This is due to CT's spatial resolution, geometric accuracy, and ability to create various reconstructions and 3D views. The high contrast environment in the chest between the lungs and the nodules makes for a relatively easy visualization task for clinicians using CT images. Recent advances in CT technology have allowed these scans to be effectively performed at lower doses, higher resolutions, and faster scan times. The SOMATOM Pro.Pulse leverages Tin Filter Technology to further enhance the delivery of low dose lung cancer screening for high risk populations*. The SOMATOM Pro.Pulse is delivered with specific scan protocols to provide low dose lung cancer screening exams that use Siemens-exclusive Tin Filter Technology to reduce unnecessary radiation. These default protocols also utilize Siemens

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

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

Qty	Part No.	Item Description
		proprietary dose reducing features such as CARE Dose4D™, automatic exposure control technology, that further modulates and adapts dose for every patient, for high image quality at low dose. The SOMATOM Pro.Pulse scanner comes with default low dose lung imaging protocols below 1 mSv. *As defined by professional medical societies.
1	CT_STELLAR_P UL	Stellar Low Noise Technology Detector
1	CT_TIN_FILTER _PUL	SOMATOM Pro.Pulse Tin Filter
1	PWR9395UPS2 75	Eaton 9395 275kVA UPS PW9395 275kVA Electronics Cabinet, (2) Battery Cabinets with hold over time of 7 minutes @ .9 pf, Single Feed Option is included with the UPS. Start-Up (7x24) and One (1) Year On-Site Parts and Labor coverage (7x24), Plus One (1) Year of remote monitoring provided by Eaton Powerware.
1	PWM1FKK10X1 11XXXX	Maintenance Bypass Panel (MBP).
1	BISI2_WINSTAL L	Bayer ISI2 Interface, w/ Install Bayer ISI2 Interface enables CAN III networking between Siemens CT system and Bayer Stellant injector. Requires appropriate Siemens' CT system functionality (i.e. CareContrast). This part number includes a separate visit by a Bayer Service engineer to install the ISI interface (when a customer is using an injector already onsite).
1	CT_PM	CT Project Management A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemens' equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.
1	CT_BTL_INSTA LL	CT Standard Rigging and Installation
1	CT_ADDL_RIG GING	Additional Rigging CT \$3,348
1	CT_TRADE_IN_ ALLOW	Trade-in of a Siemens Definition Edge, project #2024-0450, deinstall/expires 4/30/2025, for (\$78,500)
1	CT_BD_LV3	Essential Education Level 3 (CT) This Essential Education Bundle provides system training in a blended learning environment using training modules (typically 1 hour): - CT Clinical Education Specialist led online education consult and education planning/deployment. - Siemens PEPconnect online learning platform based education plan deployment / management. - Online protocol development and training up to 75 protocols using CT SmartSimulators. - Classroom training up to 24 hours at Siemens Training and Development Center. - Two Online CT Seamless transition workshops for education of up to 8 users per workshop using SmartSimulators. - Essential Onsite Training Part 1 - Up to 28 hours of onsite training for up to 8 users. - Essential Onsite Training Part 2 - Up to 24 hours of onsite training for up to 8 users. - Ongoing online instructor-led training subscription using SmartSimulators or Smart

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



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

Qty	Part No.	Item Description	
		Remote Services for one year. This Educational offering must be completed by the later of (12) months from install end date or purchase date. If training is not completed within the applicable time period, Siemens Healthineers obligation to provide the training will expire without refund.	
2	CT_EP2_24	Essential Training PH 2 (Onsite-24) CT Up to (24) hours of on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.	
System Total			\$ 1,330,048

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



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

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

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

COMPLIANCE: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our communication channel "Let Us Know".

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



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

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 or when the Products are available for first patient use, whichever

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



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

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 ACKNOWLEDGES AND AGREES THAT ANY OF PURCHASER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT ARE SUBJECT TO LIMITATIONS OF APPLICABLE LAW AND

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



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

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 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)

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



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

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 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,

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



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

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 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

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



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

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.

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

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



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

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.

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.

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



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

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 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

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

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

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 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

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



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

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:

- (i) 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;
- (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.

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



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

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.

L026-7 Revised May 2024

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



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

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

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

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

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

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

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

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

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

2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**

3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and

Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto. If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto. Licensor represents that it has all rights required to grant to Licensee the license granted to Licensee hereunder, and that the license granted to Licensee hereunder is not subject to claims, liens, encumbrances or other restrictions, other than as set forth in the Agreement or this Schedule, that would interfere with the Licensee's exercise of such license as contemplated herein.

4. PROPRIETARY PROTECTION AND CONFIDENTIALITY: Ownership of and title to the Software and Documentation and all copies, in any form, licensed under this Schedule are and will remain in Licensor or its suppliers at all times. Licensee shall not (i) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by Licensor, (ii) reproduce or modify any Software or Documentation or copy thereof, (iii) reverse assemble, reverse engineer or decompile any Software, or copy thereof, in whole or in part (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), (iv) sell, transfer or otherwise make available to others the Software or Documentation, or any copy thereof, except as expressly permitted by this Schedule, or (v) apply any techniques to derive any trade secrets embodied in the Software or Documentation. Licensee shall take all appropriate actions to ensure that: (i) the Software does not leave the Designated Unit's equipment location as set forth above, (ii) the Software is not copied by Licensee or any third parties, and (iii) the Software is not used in any equipment other than the Designated Unit. Licensee shall secure and protect the Software and Documentation and copies thereof from disclosure and shall take such actions with its employees and other persons who are permitted access to the Software or Documentation or copies as may be necessary to satisfy Licensee's obligations hereunder. Prior to disposing of any computer medium, computer memory or data storage apparatus, Licensee shall ensure that all copies of Software and Documentation have been erased therefrom or otherwise destroyed. In the event that Licensee becomes aware that any Software or Documentation or copies are being used in a manner not permitted by the license, Licensee shall immediately notify Licensor in writing of such fact and if the person or persons so using the Software or Documentation are employed or otherwise subject to Licensee's direction and control, Licensee shall use reasonable efforts to terminate such impermissible use. Licensee will fully cooperate with Licensor so as to enable Licensor to enforce its proprietary and property rights in the Software. Licensee agrees that, subject to Licensee's reasonable security procedures, Licensor shall have immediate access to the Software at all times and that Licensor may take immediate possession thereof upon termination or expiration of the associated license or this Schedule. Licensee's obligations under this paragraph shall survive any termination of a license, the Schedule or the Agreement.

5. UPDATES AND REVISIONS: During the warranty period or under a separate service contract or software update subscription, revised or updated versions of the Software licensed under this Schedule may be made available, at Licensor's option, to Licensee to use or to test while Licensee continues use of a previous version. Licensee has the right to decide whether to install any such revised or updated versions or to continue use of the previous version after giving due regard to the United States Food and Drug Administration rules and regulations. However, Licensee shall pay Licensor for any services necessitated by any modifications of the Software by Licensee or by Licensee's failure to utilize the current non-investigational version of the Software provided by Licensor.

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



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

Software updates that provide new features or capabilities or that require hardware changes will be offered to Licensee at purchase prices established by Licensor. Licensor retains the sole right to determine whether an update represents an enhancement of a previously purchased capability or a new capability for which the Licensee will be charged. In addition, some updates may require Applications Training performed by Licensor's personnel that will be offered at Licensor's prevailing rates. Licensor retains the sole right to determine whether an update requires such training.

6. DELIVERY, RISK OF LOSS AND TITLE: Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation licensed hereunder shall be delivered on or about the delivery date stated in the Agreement unless a separate delivery date is agreed upon. If Software or Documentation licensed hereunder is lost or damaged during shipment from Licensor, Licensor will replace it at no charge to Licensee. If any Software or Documentation supplied by Licensor and licensed hereunder is lost or damaged while in the possession of Licensee, Licensor will replace it at Licensor's then current applicable charges, if any, for materials, processing and distribution. Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation, in any form, and all copies made by Licensee, including partial copies, and all computer media provided by Licensor are and remain the property of Licensor or its supplier. Licensee has no right, title or interest in the Software, the Documentation, or any computer media provided by Licensor, or copies, except as stated herein, and ownership of any such Software, Documentation and computer media shall at all times remain with Licensor or its suppliers.

7. LICENSE TRANSFER: The Software and Documentation, and the license hereunder, may not be assigned, transferred or sublicensed except as hereinafter provided. Upon the sale or lease of the Designated Unit to a third party, Licensee may transfer to such third party, with Licensor's written consent and in accordance with Licensor's then current policies and charges, the license to use the Software and Documentation hereunder, together with the Software, the Documentation, the computer media provided by Licensor, and all copies provided that: (i) Licensee notifies Licensor in writing of the name and address of such third party; (ii) such third party agrees in a written instrument delivered to Licensor to the terms of this Schedule; and (iii) Licensee does not retain any copies of the Software or Documentation in any form.

8. WARRANTIES: Licensor warrants that for the warranty period provided by Licensor under the attached Terms and Conditions of Sale, if any, the Software shall conform in all material respects to Licensor's published specifications as contained in the applicable supporting Documentation. This paragraph replaces Paragraphs 10.1 and 10.4 of any such Terms and Conditions of Sale with respect to the Software and Documentation. Such Documentation may be updated by Licensor from time to time and such updates may constitute a change in specification. Licensee acknowledges that the Software is of such complexity that it may have inherent or latent defects. As Licensee's sole remedy under the warranty, Licensor will provide services, during the warranty period, to correct documented Software errors which Licensor's analysis indicates are caused by a defect in the unmodified version of the Software as provided by Licensor. Licensor does not warrant that the Software will meet Licensee's requirements, or will operate in combinations which may be selected for use by Licensee, or that the operation of the Software will be uninterrupted or error free. Licensee is responsible for determining the appropriate use of and establishing the limitations of the Software and its associated Documentation as well as the results obtained by use thereof.

LICENSOR MAKES NO WARRANTY WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION OTHER THAN THOSE SET FORTH IN THIS SECTION. THE WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED, AND CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION.

9. LICENSE TERM AND TERMINATION: The license for the Software and Documentation is effective on the shipment date of the Software and Documentation (F.O.B. shipping point or F.A.S., as the case may be) and continues until Licensee's possession of the Software and all copies ceases (except in connection with a transfer of the license as permitted by this Schedule) or until otherwise terminated as provided herein. Licensee may terminate the license for the Software and Documentation at any time after discontinuance of use of the Software and Documentation and all copies, upon written notice to Licensor. If Licensee (i) fails to comply with its obligations herein and does not cure such failure within ten (10) days after receipt of notice from Licensor, or (ii)

attempts to assign the Agreement or this Schedule or any rights or obligations hereunder without Licensor's prior written consent, which shall not be unreasonably withheld, then Licensor may terminate the license hereunder and require the immediate discontinuance of all use of the Software and Documentation and all copies thereof in any form, including modified versions and updated works. Within five (5) days after the termination of the license, Licensee shall, at Licensor's option either: (i) return to Licensor the Software and Documentation, and all copies, in any form, including updated versions, along with any computer media provided by Licensor; or (ii) destroy the affected Software and Documentation, and all copies, in any form, including updated versions, and certify such return or destruction in writing to Licensor.

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

11. ADDITIONAL PROVISIONS RELATING TO THIRD-PARTY SOFTWARE: If the Software includes software licensed by Licensor from third parties, the following additional provisions shall apply:

(a) If Software is provided by Licensor on separate media and labeled "Recovery Media," Licensee may use the Recovery Media solely to restore or reinstall the Software and/or Documentation originally installed on the Designated Unit.

(b) Licensee is licensed to use the Software to provide only the limited functionality (specific tasks or processes) for which the Designated Unit has been designed and marketed by Licensor. This license specifically prohibits any other use of the software programs or functions, or inclusion of additional software programs or functions that do not directly support the limited functionality, on the Designated Unit. If Licensee uses the Designated Unit to access or utilize the services or functionality of Microsoft Windows Server products (such as Microsoft Windows NT Server 4.0 (all editions) or Microsoft Windows 2000 Server (all editions)), or uses the Designated Unit to permit workstation or computing devices to access or utilize the services or functionality of Microsoft Windows Server products, Licensee may be required to obtain a Client Access License for the Designated Unit and/or each such workstation or computing device. Licensee should refer to the end user license agreement for its Microsoft Windows Server product for additional information.

(c) The Software may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage. Sun Microsystems, Inc. has contractually obligated Licensor's supplier to make this disclaimer.

(d) The Software may permit Licensor, its supplier(s), or their respective affiliates to provide or make available to Licensee Software updates, supplements, add-on components, or internet-based services components of the Software after the date Licensee obtains its initial copy of the Software ("Supplemental Components").

- If Licensor provides or makes available to Licensee Supplemental components and no other end-user software licensing agreement terms are provided along with the Supplemental Components, then the terms of this Software License Schedule shall apply.

- If a supplier of Licensor or affiliates of such a supplier make available Supplemental Components, and no other end-user software licensing agreement terms are provided, then the terms of this Schedule shall apply, except that the

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



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

supplier or affiliate entity providing the Supplemental Component(s) shall be the licensor of the Supplemental Component(s).

Licensor, its supplier(s), and their respective affiliates reserve the right to discontinue any internet-based services provided to Licensee or made available to Licensee through the use of the Software.

(e) The Software and Documentation supplied by Licensor's suppliers are provided by such suppliers "AS IS" and with all faults. SUCH SUPPLIERS DO NOT BEAR ANY OF THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, OR EFFORT (INCLUDING LACK OF NEGLIGENCE) WITH RESPECT TO SUCH SOFTWARE AND DOCUMENTATION. ALSO, THERE IS NO WARRANTY BY SUCH SUPPLIERS AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT. IF LICENSEE HAS RECEIVED ANY WARRANTIES REGARDING THE DESIGNATED UNIT OR THE SOFTWARE, THOSE WARRANTIES DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, LICENSOR'S SUPPLIERS.

(f) Licensee acknowledges that portions of the Software are of U.S. origin. Licensee agrees to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as applicable end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information on exporting software supplied by Microsoft, see <http://www.microsoft.com/exporting/>.
Revised 03/15/05

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



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

TRADE-IN EQUIPMENT REQUIREMENTS

TRADE-IN EQUIPMENT REQUIREMENTS

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

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

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

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

all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) any radioactive sources and other hazardous materials are removed from the equipment (iv) equipment has been wiped down and decontaminated of any blood 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: oxygen 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 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) PCP: 8:30 am to 5:00 pm. 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 = $(160,000 - \text{scan-seconds used}) / 160,000 * 100$
Straton	12 months	Up to 12 months prorated credit (wear/failure) or 160,000 scan-seconds whichever occurs first, parts only.	credit percentage = $(160,000 - \text{scan-seconds used}) / 160,000 * 100$
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 = $(40,000 - \text{scan-seconds used}) / 40,000 * 100$
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 = $(40,000 - \text{scan-seconds used}) / 40,000 * 100$
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 = $(30,000 - \text{scan-seconds used}) / 30,000 * 100$
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 = $(100,000 - \text{scan-seconds used}) / 100,000 * 100$
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 = $(100,000 - \text{scan-seconds used}) / 100,000 * 100$



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

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

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

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 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 2024. Periodic progress reports or extensions will be filed as needed.

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 Hospital location. The new Siemens SOMATOM Pro.Pulse will allow for increased workload, improved functionality, patient care, and improved image quality
- 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 2016. Phelps Health depreciates CT equipment over a 7-year period and it is fully depreciated in 2023. In order to receive the benefits of newer technology, the addition of the dual source CT scanner will allow for higher resolution improving image quality. The addition of artificial intelligence will optimize patient dose and aid in accuracy of interpretation.

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

- Improved image quality (higher resolution, reduced motion artifact)
- Artificial intelligence
- Faster acquisition times
- Lower radiation doses
- Gantry-integrated camera for patient observation and positioning even within the gantry.
- Enhanced patient experience

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

- The existing equipment is not in constant need of repair. Although as the 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.

- Dual Source: two tubes and two detectors providing one-of-a-kind technologies providing power, speed, and precision needed to scan without motion artifacts – and with no need for beta blockers even for patients with high and irregular heart rates
- MyExam Companion: allows exam enhancements with protocol management, position challenges, and custom tailor exam to each patient to generate consistent and comprehensive results.
- 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
- 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 Moodlight 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.

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
- Standardized and repeatable scan finding are routinely achieved with MyExam companion to produce a high level of consistency in diagnostic outcomes.

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 artificial intelligence technology and dual source imaging.

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

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

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. 54).

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.56).

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, 56-60). 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.



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:

<i>Bank Account Number:</i>	1-523-1087-7583
<i>Bank Routing Number:</i>	081000210
<i>Balance as of 8/31/24 (\$):</i>	10,075,691.36

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

Sincerely,

A handwritten signature in black ink, appearing to read "Anna Milbach".

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 Hospital CT** Project #: **6180 HT**

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

	Year		
	2025	2026	2027
<i>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.</i>			
Amount of Utilization:*	18,707	19,081	19,463
Revenue:			
Average Charge**	\$5,862	\$6,038	\$6,219
Gross Revenue	\$109,660,434	\$115,211,078	\$121,040,397
Revenue Deductions	94,539,090	99,668,192	105,076,615
Operating Revenue	15,121,344	15,542,886	15,963,782
Other Revenue	0	0	0
TOTAL REVENUE	\$15,121,344	\$15,542,886	\$15,963,782
Expenses:			
Direct Expenses			
Salaries	853,457	879,061	905,433
Fees	0	0	0
Supplies	164,950	173,198	181,858
Other	600	615	635
TOTAL DIRECT	\$1,019,007	\$1,052,874	\$1,087,926
Indirect Expenses			
Depreciation	171,430	171,430	171,430
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	1,890,575	1,947,293	2,005,711
TOTAL INDIRECT	\$2,062,005	\$2,118,723	\$2,177,141
TOTAL EXPENSES	\$3,081,012	\$3,171,597	\$3,265,067
NET INCOME (LOSS):	\$12,040,332	\$12,371,289	\$12,698,715

*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.

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 56 of 61

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.
- Payers include: Medicare Fee for Service and all private insurers that pay claims to hospital facility.
- Payers 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

