Application for Certificate of Need

Barnes-Jewish Hospital
Acquire MRI

Project #6086 HS

Submitted to
Missouri Health Facilities Review Committee

February 2024

Certificate of Need Program

NEW OR ADDITIONAL EQUIPMENT APPLICATION

Applicant's Completeness Checklist and Table of Contents

Project Name: Barnes-Jewish Hospital Acquire MRI Project No: 6086

Project Description: Acquire MRI

Done	Page	N/A	Description
Divider I.			**Application Summary:**
	2		1. Applicant Identification and Certification (Form MO 580-1861)
	3		2. Representative Registration (From MO 580-1869)
	4		3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs.
Divider II.			**Proposal Description:**
	5		1. Provide a complete detailed project description and include equipment bid quotes.
	6		2. Provide a timeline of events for the project, from CON issuance through project competition.
	7		3. Provide a legible city or county map showing the exact location of the project.
	7		4. Define the community to be served and provide the geographic service area for the equipment.
	7		5. Provide other statistics to document the size and validity of any user-defined geographic service area.
	10		6. Identify specific community problems or unmet needs the proposal would address.
	11		7. Provide the historical utilization for each of the past three years and utilization projections through the first three (3) **FULL** years of operation of the new equipment.
	11		8. Provide the methods and assumptions used to project utilization.
	11		9. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.
	11		10. Provide copies of any petitions, letters of support or opposition received.
	11		11. Document that providers of similar health services in the proposed service area have been notified of the application by a public notice in the local newspaper.
			12. Document that providers of all affected facilities in the proposed service area were addressed letters regarding the application.
Divider III.			**Service Specific Criteria and Standards:**
✔			1. For new units, address the minimum annual utilization standard for the proposed geographic service area.
✔			2. For any new unit where specific utilization standards are not listed, provide documentation to justify the new unit.
	12		3. For additional units, document compliance with the optimal utilization standard, and if not achieved, provide documentation to justify the additional unit.
✔			4. For evolving technology address the following: - Medical effects as described and documented in published scientific literature; - The degree to which the objectives of the technology have been met in practice; - Any side effects, contraindications or environmental exposures; - The relationships, if any, to existing preventive, diagnostic, therapeutic or management technologies and the effects on the existing technologies; - Food and Drug Administration approval; - The need methodology used by this proposal in order to assess efficacy and cost impact of the proposal; - The degree of partnership, if any, with other institutions for joint use and financing.
Divider IV.			**Financial Feasibility Review Criteria and Standards:**
	14		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.
	15		2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) **FULL** years beyond project completion.
	14		3. Document how patient charges are derived.
	14		4. Document responsiveness to the needs of the medically indigent.

Divider I. Application Summary:

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

See attached.

2. Representative Registration (Form MO 580-1869).

See attached.

3. Proposed Project Budget (Form MO 580-1863) and detail sheet.

See attached.

Certificate of Need Program

APPLICANT IDENTIFICATION AND CERTIFICATION

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

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

Title of Proposed Project	Project Number
Barnes-Jewish Hospital—Add MRI unit	6086HS
Project Address *(Street/City/State/Zip Code)*	**County**
14532 S Outer Forty Rd, Chesterfield, MO 63017	St. Louis

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

List All Owner(s): *(List corporate entity.)*	Address (Street/City/State/Zip Code)	Telephone Number
Barnes-Jewish Hospital	14532 S Outer Forty Rd, Chesterfield, MO 63017	314-323-1231

List All Operator(s): *(List entity to be licensed or certified.)*	Address (Street/City/State/Zip Code)	Telephone Number
Barnes-Jewish Hospital	14532 S Outer Forty Rd, Chesterfield, MO 63017	314-323-1231

3. Ownership *(Check applicable category.)*

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

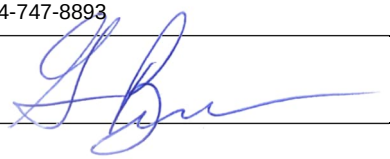
4. Certification

In submitting this project application, the applicant understands that:

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

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

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

Name of Contact Person		Title
Greg Bratcher		Dir., Government Relations
Telephone Number	**Fax Number**	**E-mail Address**
314-323-1231	314-747-8893	gbratcher@bjc.org
Signature of Contact Person		**Date of Signature**
		2/22/2023

Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name	Number
Barnes-Jewish Hospital—Add MRI unit	6086HS

(Please type or print legibly.)

Name of Representative	Title
Greg Bratcher	Dir., Gov. Relations

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)	Telephone Number
BJC HealthCare	314-323-1231

Address (Street/City/State/Zip Code)

4901 Forest Park Ave, Suite 1220, MS 90-75-574, St. Louis, MO 63108

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

Name of Individual/Agency/Corporation/Organization being Represented	Telephone Number
BJC HealthCare	314-323-1231

Address (Street/City/State/Zip Code)

4901 Forest Park Ave, Suite 1220, MS 90-75-574, St. Louis, MO 63108

Check one. Do you:

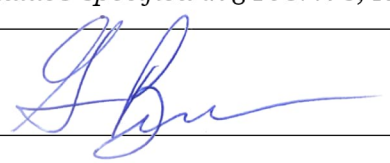
- ☑ Support
- ☐ Oppose
- ☐ Neutral

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
	2/22/2023

Certificate of Need Program

PROPOSED PROJECT BUDGET

Description	Dollars
COSTS:*	*(Fill in every line, even if the amount is "$0".)*
1. New Construction Costs ***	
2. Renovation Costs ***	
3. Subtotal Construction Costs (#1 plus #2)	$0
4. Architectural/Engineering Fees	
5. Other Equipment (not in construction contract)	
6. Major Medical Equipment	$2,029,749
7. Land Acquisition Costs ***	
8. Consultants' Fees/Legal Fees ***	
9. Interest During Construction (net of interest earned) ***	
10. Other Costs ***	
11. Subtotal Non-Construction Costs (sum of #4 through #10	$2,029,749
12. Total Project Development Costs (#3 plus #11)	$2,029,749 **
FINANCING:	
13. Unrestricted Funds	$2,029,749
14. Bonds	
15. Loans	
16. Other Methods (specify)	
17. Total Project Financing (sum of #13 through #16)	$2,029,749 **
18. New Construction Total Square Footage	
19. New Construction Costs Per Square Foot *****	
20. Renovated Space Total Square Footage	
21. Renovated Space Costs Per Square Foot ******	

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

** *These amounts should be the same.*

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

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

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

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

Divider II. Proposal Description:

1. Provide a complete detailed project description.

Barnes-Jewish Hospital proposes to acquire a Siemens Sola 1.5 tesla MRI unit for its orthopedic center.

MRI is an essential tool in modern medicine. Making use of the abundant hydrogen atoms in our body, an MRI unit generates a strong magnetic field to align the hydrogen atoms. Radio waves are rapidly pulsed to rhythmically disrupt this alignment. Between pulses, the hydrogen atoms emit their own radio signals, which are collected, amplified, and reconstructed with computers to create MRI images.

The proposed unit will offer several technological advantages:

- A larger opening that will accommodate obese patients.
- Innovative BioMatrix technology compensates for anatomical and physiological differences to deliver more precise imaging.
- This same technology provides a more robust and more efficient set-up for each patient, reducing the time a patient spends completing an MRI study.
- After regular business hours, this location features an Injury Clinic with sports medicine specialists to treat injuries. MRI is especially important in the diagnosis of soft tissue injuries, often seen at the clinic.

In particular, for orthopedic applications, the Sola offers technology that aids in detecting postoperative clinical conditions in the case of total joint replacements. Furthermore, it provides artifact-reduction techniques for patients with artificial implants—artifacts being false images that can complicate a diagnosis without these compensating algorithms.

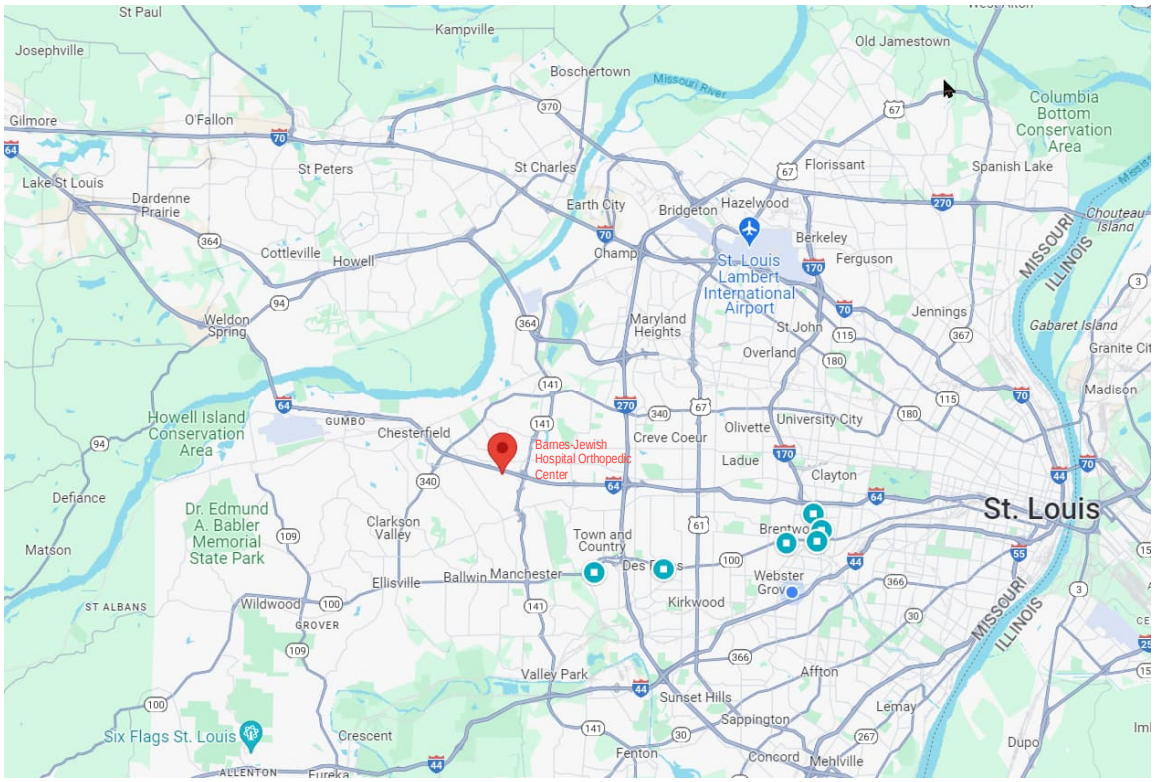
Overall, these advancements offer more detailed imaging, accommodate a broader range of patients, and provide greater flexibility to the orthopedic department.

The projected cost of the system is $2,029,749.

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

Order system	If approved, later in May
Work on space	All of 2024
Machine arrival and testing	Early 2025
First patient	Late spring, 2025

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



4. Define the community to be served.

Barnes-Jewish Hospital is the largest hospital in Missouri and the largest private employer in the St. Louis region. A teaching hospital affiliated with the Washington University School of Medicine, Barnes-Jewish Hospital serves the complex health needs of patients across the Midwest, and the world.

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

While Barnes-Jewish Hospital considers the Midwest to be its primary service area, the following table reflects an estimate of the local service area.

The state-generated estimated population for the Missouri portion of the service area in 2025 is 2.4 million, in the middle column of the following table. The newly released 2020 US Census population data for the entire primary service area, including out-state counties, is 3.5 million and is also documented on the next page.

Service Area Population, Current and Projected

County & State	US Census, April 1, 2020	Mo. Dep. Health Projections, 2025	Mo. Dep. Health Projections, 65+, 2025
Butler County, Missouri	42,130	42,251	8,997
Cape Girardeau County, Missouri	81,710	80,203	15,634
Crawford County, Missouri	23,056	22,797	5,154
Franklin County, Missouri	104,682	13,986	2,738
Gasconade County, Missouri	14,794	14,515	3,861
Jefferson County, Missouri	226,739	228,389	40,939
Lincoln County, Missouri	59,574	63,762	9,534
Montgomery County, Missouri	11,322	11,192	2,740
Phelps County, Missouri	44,638	44,320	8,234
St. Charles County, Missouri	405,262	432,828	78,620
St. Francois County, Missouri	66,922	68,252	12,902
St. Louis city, Missouri	301,578	277,256	45,114
St. Louis County, Missouri	1,004,125	990,180	202,698
Ste. Genevieve County, Missouri	18,479	17,783	3,989
Warren County, Missouri	35,532	37,428	7,764
Washington County, Missouri	23,514	24,709	4,735
Total	2,464,057	2,369,851	453,653

Adams County, Illinois	65,737
Bond County, Illinois	16,725
Calhoun County, Illinois	4,437
Clinton County, Illinois	36,899
Franklin County, Illinois	37,804
Jackson County, Illinois	52,974
Jefferson County, Illinois	37,113
Jersey County, Illinois	21,512
Macoupin County, Illinois	44,967
Madison County, Illinois	265,859
Marion County, Illinois	37,729
Monroe County, Illinois	34,962
Randolph County, Illinois	30,163
St. Clair County, Illinois	257,400
Williamson County, Illinois	67,153
Total	1,011,434
Grand Total	3,475,491

Sources: US Census, 2020, and Mo. Dept. Of Health & Senior Services

Barnes-Jewish Hospital has an unusually large and wide-ranging service area.

For more than 25 years, Barnes-Jewish Hospital and Washington University School of Medicine have ranked among the nation's best hospitals and medical schools by *U.S. News & World Report*. Barnes-Jewish is the only hospital in St. Louis or the state of Missouri to be so recognized.

Barnes-Jewish Hospital and Washington University School of Medicine have achieved numerous acknowledgments for excellence; among these are:

- **The Mallinckrodt Institute of Radiology.** Mallinckrodt is one of the oldest radiology services in the country, established just fifteen years after Röntgen's discovery of the X-ray. Today, it is recognized as one of the largest and most scientifically sophisticated radiology centers in the world—more than 50 chairs of academic radiology departments were trained or taught at Mallinckrodt.

- **The Center for Clinical Imaging Research** provides advanced imaging resources and multiple levels of support to clinical investigators. It is one of the most sophisticated centers for imaging research in the world. Equipped with the most advanced imaging equipment available, and staffed with experts in all fields, the center attracts this generation's most promising researchers. The mission of the center "is to establish a preeminent and innovative clinical imaging research environment that links basic science and discovery efforts to clinical practice."

- **Siteman Cancer Center**. Siteman is the only cancer center in Missouri to receive the designation as a National Cancer Institute Comprehensive Cancer Center and is one of only 72 Comprehensive Cancer Centers in the country. The NCI-designated cancer centers program recognizes centers around the country that meet rigorous criteria for world-class, state-of-the-art programs in multidisciplinary cancer research.

- **Leader in Organ Transplants**. In 2017, Barnes Jewish Hospital performed their 5000th kidney transplant and set new records for lung and liver transplants.

- **The Washington University and Barnes-Jewish Hospital Stroke & Cerebrovascular Center** was the first recognized Comprehensive Stroke Center in Missouri. Certification as a Comprehensive Stroke Center means that Barnes-Jewish Hospital has the critical elements in place to provide rapid response to patients suspected of having a stroke and has the skill and resources to achieve long-term success for stroke patients. "What makes Comprehensive Stroke Centers truly comprehensive is the coordination of the entire spectrum of stroke care in a community, as well as the full spectrum of stroke treatment, from clot-dissolving medicine to complex interventions and surgery for brain aneurysms," says David Carpenter, MD, a Washington University vascular neurologist at Barnes-Jewish Hospital.

- **First in Missouri and first in St. Louis to receive Level I verification** from the American College of Surgeons for the hospital's trauma center. Barnes-Jewish Hospital is the only ACS-verified Level I trauma center in Missouri, Illinois, and Arkansas.

- **A Top Five Trauma Center**. The National Foundation for Trauma Care has identified Barnes-Jewish Hospital as one of the top five trauma centers in the United States, based on the hospital's preparedness for disaster response.

- **Primary Stroke Center.** The Joint Commission certified Barnes-Jewish Hospital as a Primary Stroke Center—the first hospital in the St. Louis area to receive the distinction.

- **Epilepsy Center of Excellence.** The Barnes-Jewish Hospital epilepsy center is among the first three in the nation to receive certification from The Joint **Commission for its efforts to care for patients with seizures.**

- The Charles F. and Joanne Knight Alzheimer's Disease Research Center. The Knight Center is one of 29 centers funded or supported by the National Institute on Aging with the collective aim of facilitating advanced research on clinical, genetic, neuropathological, neuroanatomical, biomedical, psychosocial, and neuropsychological aspects of Alzheimer's disease and related brain disorders. The Center is at the forefront of a worldwide effort to uncover key causal factors in the development of Alzheimer's disease, with a goal of developing more effective treatments and an eventual cure.

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

MRI is one of the most important diagnostic tools available. It plays a key role in the diagnosis of orthopedic injuries and soft tissue injuries and abnormalities.

Barnes-Jewish Hospital is a leading teaching hospital. As such, it must accommodate multiple demands placed on each piece of equipment. Every piece of medical equipment at Barnes-Jewish Hospital must serve three masters:

- Medical residents and fellows train here, so technology needs to reflect the standard of care these future doctors will use daily in their careers.

- Researchers enroll study participants here, so the hospital's equipment must be able to facilitate the advancement of medicine.

- Finally, but most importantly, patients come to the hospital expecting the highest level of care.

Many of the Barnes-Jewish patients have exhausted other medical options and arrive with complex conditions—the hospital is their last best hope. Providing adequate

MRI capacity with advanced machinery is essential to meeting these competing demands.

7. Provide historical utilization for each of the past three years and utilization projections through the first three years of operation of the new equipment.

Historical and projected volume is as follows:

	2021	2022	2023	2024	2025	2026	2027	2028
# of UNITS	**1**	**1**	**1**	**1**	**2**	**2**	**2**	**2**
AMT OF UTILIZATION*	3,401	3,638	3,967	4,324	6,213	6,524	6,850	7,193
Avg. Utilization	3,401	3,638	3,967	4,324	3,107	3,262	3,425	3,596

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

Barnes-Jewish Hospital has extensive experience treating orthopedic conditions. Indeed, with its partners the Washington University School of Medicine and the Mallinckrodt Institute of Radiology, Barnes-Jewish Hospital is a leader in researching advances in MRI technology. The projections in this application are based on that expertise.

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

Barnes-Jewish Hospital has a board comprised of community and business leaders. This group's counsel has been solicited and many of their ideas have been incorporated into components of the project. Furthermore, as is a standard process throughout BJC, departmental planning teams incorporate feedback from doctors and patient-care staff, who aggregate the needs and preferences of patients.

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

Letters will be provided as they become available.

11. Document that providers have been notified of the application by a public notice in the local newspaper.

A public notice seeking comment has been published in the *St. Louis Post-Dispatch* and was also posted to the paper's website.

12. Document that providers of all affected facilities were addressed letters regarding the application.

Sent via separate email is a folder with an Excel file showing the list of recipients of this notice and a copy of the "sent" receipt for each recipient. The text of the notice is included in the receipts.

Divider III. Community Need Criteria and Standards:

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

NA

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

NA

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

NA

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

The CON criterion for average utilization is 3,000 procedures per year; the project exceeds that measure every year:

	2021	2022	2023	2024	2025	2026	2027	2028
# of UNITS	**1**	**1**	**1**	**1**	**2**	**2**	**2**	**2**
AMT OF UTILIZATION*	3,401	3,638	3,967	4,324	6,213	6,524	6,850	7,193
Avg. Utilization	3,401	3,638	3,967	4,324	3,107	3,262	3,425	3,596

5. For evolving technology address the following:

– Medical effects as described and documented in published scientific literature;

NA

– The degree to which the objectives of the technology have been met in practice;

NA

– Any side effects, contraindications or environmental exposures;

NA

– The relationships, if any, to existing preventive, diagnostic, therapeutic or management technologies and the effects on the existing technologies;

NA

– Food and Drug Administration approval;

NA

– The need methodology used by this proposal in order to assess efficacy and cost impact of the proposal; and

NA

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

NA

Divider IV. Financial Feasibility Review Criteria & 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.

New IRS 990 forms for BJC HealthCare were recently submitted in a previous CON application.

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

See attached financial forms.

3. Document how patient charges were derived.

Charges, in general, are arrived at by determining the reasonable and customary unit charge for delivering a given procedure through routine market checks of pricing at other facilities and comparing the expected unit cost using a cost accounting package tailored specifically for hospitals. Finally, annual inflation adjustments are made, usually averaging 2% to 3%.

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

BJC is one of the largest providers of charity care, unreimbursed care, and community benefits in the state of Missouri, offering the community over $900 million in care and services. BJC hospitals have a long-standing policy of providing charity care and reduced-fee care to those in need. This policy will continue.

The hospital offers financial counseling for all patients to ensure adequate coverage is obtained. For patients who are indigent, our financial counselors assist these families in obtaining Medicaid assistance. If financial assistance is not attainable, charity care may be extended as appropriate. The hospital financial assistance guidelines are based on family size and income relative to the US poverty level guidelines. Each case is reviewed on an individual basis.

Although community benefit is often measured by the value of current programs, BJC's contributions also sustain the future of health care by investing in the education of health professionals. BJC invested more than $220 million in the education of nurses, doctors, therapists, pharmacists, and medical technologists in 2021.

BJC and its hospitals and health service organizations impact countless lives daily with programs that bring health and wellness resources into schools, neighborhoods, workplaces, houses of worship, and wherever neighbors gather. During 2021, BJC organizations contributed $19 million to community health and wellness programs throughout metropolitan St. Louis and southern Illinois. These programs provided almost half a million individual services to children, adults, and seniors.

Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: BJH Ortho MRI **Project #:** 6086

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

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

	Year 2021	Year 2022	Year 2023
Amount of Utilization:*	3,401	3,638	3,967
Revenue:			
Average Charge**	$3,118	$3,145	$3,075
Gross Revenue	$10,604,318	$11,441,510	$12,198,525
Revenue Deductions	6,379,820	6,815,527	7,487,253
Operating Revenue	4,224,498	4,625,983	4,711,272
Other Revenue	0	0	0
TOTAL REVENUE	**$4,224,498**	**$4,625,983**	**$4,711,272**
Expenses:			
Direct Expenses			
Salaries	368,443	553,727	807,994
Fees	0	0	0
Supplies	0	0	0
Other	0	0	0
TOTAL DIRECT	$368,443	$553,727	$807,994
Indirect Expenses			
Depreciation	0	0	0
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	0	0	0
TOTAL INDIRECT	$0	$0	$0
TOTAL EXPENSES	**$368,443**	**$553,727**	**$807,994**
NET INCOME (LOSS):	**$3,856,055**	**$4,072,256**	**$3,903,278**

*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.

Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: BJH Ortho MRI **Project #:** 6086

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

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

	Year 2024	Year 2025	Year 2026
Amount of Utilization:*	4,324	6,213	6,524
Revenue:			
Average Charge**	$3,167	$3,262	$3,360
Gross Revenue	$13,694,108	$20,266,806	$21,920,640
Revenue Deductions	8,598,442	13,000,274	14,345,893
Operating Revenue	5,095,666	7,266,532	7,574,747
Other Revenue	0	0	0
TOTAL REVENUE	**$5,095,666**	**$7,266,532**	**$7,574,747**
Expenses:			
Direct Expenses			
Salaries	907,135	1,342,565	1,451,984
Fees	0	0	0
Supplies	0	0	0
Other	0	0	0
TOTAL DIRECT	$907,135	$1,342,565	$1,451,984
Indirect Expenses			
Depreciation	0	947,000	947,000
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	0	0	0
TOTAL INDIRECT	$0	$947,000	$947,000
TOTAL EXPENSES	**$907,135**	**$2,289,565**	**$2,398,984**
NET INCOME (LOSS):	**$4,188,531**	**$4,976,967**	**$5,175,763**

*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.

Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: BJH Ortho MRI **Project #:** 6086

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

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

	Year 2027	Year 2028	Year 20??
Amount of Utilization:*	6,850	7,193	0
Revenue:			
Average Charge**	$3,460	$3,564	$0
Gross Revenue	$23,701,000	$25,635,852	$0
Revenue Deductions	15,813,232	17,412,719	0
Operating Revenue	7,887,768	8,223,133	0
Other Revenue	0	0	0
TOTAL REVENUE	**$7,887,768**	**$8,223,133**	**$0**
Expenses:			
Direct Expenses			
Salaries	1,570,320	1,698,301	0
Fees	0	0	0
Supplies	0	0	0
Other	0	0	0
TOTAL DIRECT	$1,570,320	$1,698,301	$0
Indirect Expenses			
Depreciation	947,000	947,000	0
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	0	0	0
TOTAL INDIRECT	$947,000	$947,000	$0
TOTAL EXPENSES	**$2,517,320**	**$2,645,301**	**$0**
NET INCOME (LOSS):	**$5,370,448**	**$5,577,832**	**$0**

*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.

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Customer Number: 0000004627

Date: 09/22/2022

BJC HEALTH SYSTEM
4249 CLAYTON AVE STE 310
SAINT LOUIS, MO 63110

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

Table of Contents **Page**

Contract Total: 1,832,413 USD
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 09/30/2022

Estimated Delivery Date: 08/31/2023

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

If the equipment quoted herein has not been delivered and installed within 24 months of its executed order placement/purchase, Siemens Healthineers will adjust the price stated in this quotation by an amount equivalent to the percentage change in the CPI ("CPI" = Consumer Price Index for All Urban Consumers, US City Average, All Items as published by the United States Department of Labor, Bureau of Labor and Statistics). The percentage change of the CPI shall be measured over the period from order placement to the expiration of the 24 months not to exceed a change of +/-8%.

This is a CONFIDENTIAL, one-time multi-modality bundle offer which may not be shared with any third parties, buying evaluation groups or anyone not directly employed by customer. The Siemens Executive Summary presented to the Customer is incorporated herein and made a part hereof. This offer is only valid if firm, non-contingent purchase orders for all quotations identified in the Siemens Executive Summary are received by Siemens on or before 09/30/2022. 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.

The coil referenced herein as BioMatrix Body 18 long #1.5T with part number 14470781, Shoulder Shape 16 #So with part number 14460315 and Peripheral Angio 36 #Ae with part number 14416958 are currently experiencing longer lead times than normal, therefore the coil may deliver separately from the MAGNETOM system. A shipment

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date for the coil cannot be guaranteed at this time. Delays in coil delivery do not affect Customer's obligation to make timely payment for any invoice issued correlating to this quotation.

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

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.		**BJC HEALTH SYSTEM**	
By (sign):	_____	By (sign):	_____
Name:	Gregory Thudium	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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

By (Sign): _____

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Quote Nr:	**CPQ-666102 Rev. 0**
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-666102 Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT MRI XR0885 is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

MAGNETOM Sola - System

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14460300	**MAGNETOM Sola - System** MAGNETOM Sola - the first 1.5T BioMatrix system - leverages the intelligent combination of Tim 4G and Siemens unique BioMatrix technology to embrace the unique challenges that every patient brings to the MRI exam. System Design - Short and open appearance (157 cm total system length cover-to-cover and 70 cm Open Bore Design) to reduce patient anxiety and claustrophobia - Whole-body superconductive Zero Helium Boil-Off 1.5T magnet - Weight-optimized magnet technology based on high performance 3T and 7T magnet design - Actively Shielded water-cooled Siemens gradient system for maximum performance BioMatrix Technology to address intrinsic biovariability in humans. Built on three technological pillars: - BioMatrix Sensors: anticipate challenges before they happen with respiratory sensors, which measure a patient's respiratory signal as soon as the patient lies on the table. - BioMatrix Tuners: adapt and correct field inhomogeneities induced by patient anatomy with CoilShim and SliceAdjust. - BioMatrix Interfaces: easily manage any type of patient with intelligent interfaces like Select&GO to accelerate workflow. Tim 4G (Total imaging matrix in the 4th generation) for excellent image quality and speed - Siemens unique DirectRX technology enabling all digital-in/digital-out design - Dual-Density Signal Transfer Technology Push-button exams with GO technologies

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Select&GO
DotGO
Recon&GO
MR View&GO

Tim Application Suite enabling excellent head-to-toe imaging
- Neuro Suite
- Angio Suite
- Cardiac Suite
- Body Suite
- Onco Suite
- Breast Suite
- Ortho Suite
- Pediatric Suite
- Scientific Suite

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

1 14460161 **MR General Engine #Vi**
syngo.MR General Engine extends Numaris/X by adding dedicated workflows and tools for routine and advanced reading of MR examinations.
A generic MR Basic workflow is provided, as well as specific MR Neurology, MR Prostate Reading, MR Breast Reading, and MR Cardio-Vascular workflows.

1 14456321 **Brain Dot Engine #Se**
The Brain Dot Engine provides guided and automated workflows customizable to the site specific standards of care for general brain examinations. The Brain Dot Engine supports the user in achieving reproducible image quality with increased ease of use and time efficient exams.
The brain workflow can be personalized to the individual patient condition and clinical need. Several predefined strategies are included, which can be easily selected with one click. They can be changed at any time during the brain workflow.

1 14461775 **DotGO Routine Package #BM**
The DotGO Routine Package includes both:
- Spine Dot Engine and
- Large Joint Dot Engine.

As a package they offer a comprehensive set of workflows with guidance and automation, for standardized image quality in Spine and MSK MR imaging.
The Spine Dot Engine provides the functionality of Inline Composing and Tim Planning Suite for streamlining workflows in all spine imaging. Tools, such as auto-positioning and vertebral recognition with AutoAlign Spine, AutoCoverage and Spine Labelling support and optimize reproducibility for your cervical, thoracic and lumbar spine imaging for all clinical indications.
The Large Joint Dot Engine enhances standardization of the knee, hip and shoulder workflows and optimizes reproducible image quality by incorporating automation tools, such as anatomically based auto-positioning (AutoAlign). Dedicated imaging techniques, such as Advanced WARP, are included and can help to expand the access of diagnostic MRI to a broader range of patient types.

1 14441748 **Quiet Suite #T+D**

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Quiet Suite enables complete, quiet examinations for neurology and orthopedics with at least 70% reduction in sound pressure levels.

1	14460162	**Tim Whole Body Suite #Vi** Tim Whole Body Suite puts it all together. This suite enables table movement for imaging of up to 205 cm (6' 9") FoV without compromise. In combination with Tim's newly designed ultra-high density array higher spatial and temporal resolution can be achieved along with unmatched flexibility of any coverage up to Whole Body. For faster exams and greater diagnostic confidence.
1	14460227	**Tim Planning Suite #Vi** With the Tim Planning Suite, multiple regions in the entire body can be examined in a minimum of time through measurement planning on a single FoV of any desired size.
1	14456329	**syngo TimCT FastView #Vi** TimCT FastView is the "one go" localizer for the whole body or large body regions such as the whole spine or the whole abdomen. It acquires the complete extended Field of View in one volume with isotropic resolution. Transverse, coronal and sagittal reformats of the volume are calculated Inline and displayed for planning subsequent exams. - Inline reconstruction of the localizer images during the scan. - Localizing images in three planes over the maximum Field of View available for subsequent planning in all orientations. - TimCT FastView runs without laser light positioning to further streamline the workflow for several indications.
1	14460160	**Advanced Diffusion #Vi** QuietX DWI and RESOLVE together make up the Advanced Diffusion package. QuietX DWI enables quieter diffusion-weighted imaging of the brain with up to 70% reduction in sound pressure relative to conventional diffusion-weighted imaging. RESOLVE (Readout Segmentation Of Long Variable Echo-trains) is a multi-shot, readout segmented EPI sequence for high-resolution, low-distortion diffusion-weighted imaging (DWI). This technique is largely insensitive to susceptibility effects, providing anatomically accurate diffusion imaging for the brain, spine, breast and prostate. In combination with syngo.MR Tractography, RESOLVE enables excellent white-matter tract imaging even in regions of high susceptibility, such as the spine.
1	14456327	**WARP & Advanced WARP #Vi** WARP and Advanced WARP (SEMAC) integrates different techniques tailored to reduce susceptibility artifacts caused by orthopedic MR-conditional metal implants.
1	14456237	**Advanced Cardiac incl. PSIR #Vi** This package contains special sequences and protocols for advanced cardiac imaging including 3D and 4D BEAT functionalities. It supports advanced techniques for ventricular function imaging, dynamic imaging, tissue characterization, coronary imaging, and more.
1	14456323	**Inline Composing syngo #Se** Automatic anatomical or angiographic composing of multiple adjacent coronal or sagittal images for presentation and further evaluation. Composed images can be automatically loaded into Graphical Slice Positioning for scan planning purposes.
1	14475338	**syngo Expert-I XA31** This software application enables remote access to the system (connected via local area network) for planning and processing.
1	14460304	**Tim [204x64] XQ Gradient #So** Tim [204x64] XQ-gradients performance level Tim 4G's RF system and innovative coil architecture enables high-resolution imaging and increased throughput. The system provides a maximum number of 204 channels (coil elements) that can be connected simultaneously. Flexible parallel imaging is achieved by the standard 64 independent RF channels that can be used simultaneously in one single scan and in one single FOV, each generating an independent partial image.

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This option includes also Advanced High Order Shim.

XQ - gradients
The XQ 45/200 gradients are designed for high performance and linearity to support clinical whole body imaging at 1.5T. The XQ gradients combine 45 mT/m peak amplitude with a slew rate of 200 T/m/s.
The force compensated gradient system minimizes vibration levels and acoustic noise.

High-performance measurement and reconstruction system.

1 14470777 **Coil Package Tim [204x64] #So**
This package includes (if not exchanged with different variants via respective quote items):
- BioMatrix Head/Neck 20 tiltable with CoilShim
- BioMatrix Spine 48 with Respiratory Sensors
- Body 18
- Flex Large 4
- Flex Small 4
- Flex Coil Interface

1 14456328 **BioMatrix Technology #Vi**
The new and unique BioMatrix technology addresses the different aspects of patient bio-variability. It is based on three
technological clusters:
- BioMatrix Sensors address patient physiology, in order to anticipate challenges
- BioMatrix Tuners address patient anatomy, in order to adapt to all patients, especially critical ones.
- BioMatrix Interfaces address user interaction with the patient, to accelerate the workflow in the face of patient variability.

1 14470783 **BioMatrix Respiratory Sensors#Vi,So**
Highly integrated BioMatrix Respiratory sensors measure the patient's breathing cycle in head-first and feet-first orientation.

1 14470785 **BioMatrix Beat Sensor #Vi, So**
The BioMatrix Beat Sensor measures the motion of the heart and enables Cardiac triggering without the need of ECG triggering.

1 14470792 **BioMatrix Coil Shim #Vi,So**
BioMatrix CoilShim helps to reduce patient induced strongly localized B0 inhomogeneities by dedicated local shim channels.

1 14470794 **BioMatrix SliceAdjust #BM**
BioMatrix SliceAdjust helps to avoid station boundaries and apparent broken spine artifacts as well as to preserve the SNR for whole-body diffusion.

1 14460415 **BioMatrix Dock. Table w/ eDrive #So**
The BioMatrix Dockable Table with eDrive is designed for maximum patient comfort and smooth patient preparation. The BioMatrix Dockable Table with eDrive can support up to 250 kg (550 lbs) without restricting the vertical or horizontal movement. The BioMatrix eDrive provides motorized assistance for easy maneuverability of the table.

1 14470795 **BioMatrix Select & GO #Vi,So**
The BioMatrix Select&GO interface enables fast and easy single-touch patient positioning from both sides of the patient table. The interfaces are integrated left and right into the front covers. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time.

1 14460410 **Silver & White Design #So**
MAGNETOM Sola is available in two different light and appealing design variants which perfectly integrate into different environments. The Silver &White Design Variant comprises a brilliant white front design ring with integrated unique Select&GO panels. The smoothly embracing deco area on the left side and the outer rings in the front and the back of the system is colored in brilliant silver.
The table cover is presented also in the same color and material selection.

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1	14456270	**PC Keyboard US English #Vi** Standard PC keyboard with 105 keys.
1	14460420	**High-End Computing [204x64] #So** Tim 4G power computing upgrade for MAGNETOM Sola Tim [204x64]. This upgrade brings a high-end image reconstruction computer to the Tim [204x64] configuration.
1	14456238	**Peripheral Pulse Unit #Vi** Peripheral Pulse Unit for Pulse Triggering
1	14460313	**Dual Monitor Package #BM** The Dual Monitor Package provides a second 24" LCD monitor for the acquisition workplace, identical to the system main host monitor. The two monitors provide space for protocol planning and exam progress on the left monitor, as well as viewing and post-processing functionalities on the right monitor. The Dot Cockpit can be used on both monitors as a floating window. This improves the MR examination workflow by a smoother and more comfortable work space that avoids interruptions between planning, scanning, viewing and post-processing. It allows to keep running patient examinations always in sight to allow for fast interactions.
1	14475291	**SW syngo MR XA31A** syngo MR XA31A software with new features and applications. Please be aware that certain or all positions of this quote have the software version syngo MR XA31A as prerequisite.
1	14471022	**DotGO XL Package, USA #NX** The DotGO XL Package includes: - Angio Dot Engine - Abdomen Dot Engine - Cardiac Dot Engine - Breast Dot Engine The DotGO XL package offers a comprehensive set Dot Engines for the maximum coverage of MR examination requests. Robust image quality can be achieved efficiently and consistently in the clinical areas of Neuro, MSK, Vascular, Cardiac and Oncology. The Angio Dot Engine provides semi-automatic detection of arterial and venous timing windows using a test bolus technique. This information is feedback for next planning steps automatically adapting scan parameters to the individual patient and patient's condition. The Abdominal Dot Engine offers intuitive guidance and a high level of automation. It allows automatic sequence scaling according to physiological characteristic. The Cardiac Dot Engine uses anatomical landmarks, standard views of the heart, such as dedicated long axis and short-axis views - easily generated and reproduced. The Breast Dot Engine provides lesion detection, implant evaluation and breast biopsy. The Dot engines support various breast coils, head-first or optional feet-first positioning and examination approaches (fatsat, nonfatsat).
1	14461619	**Turbo Suite Essential #BM** Turbo Suite Essential comprises established acceleration techniques to maximize productivity for all contrasts, orientations and all routine imaging applications from head-to-toe.
1	14469015	**Turbo Suite Elite #BM** Turbo Suite Elite comprises cutting edge Compressed Sensing applications for advanced abdominal and cardio-vascular imaging with dynamic 2D and dynamic 3D applications to significantly reduce scan times, counter patient motion and expanding the patient population eligible for MRI.

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1	14469016	**Turbo Suite Elite Support #BM** Turbo Suite Elite Support provides Future Security for Turbo Suite Elite: - In consideration of Customer's purchase of the MAGNETOM MR scanner and simultaneous purchase of a 4 year point of sale Service Agreement with Evolve, and should such Evolve Upgrade installed during the term of the Service Agreement enable operation of dynamic Compressed Sensing options and/or Simultaneous Multi-Slice options, then Customer may choose to receive one such dynamic Compressed Sensing or Simultaneous Multi-Slice application option at no additional cost.
1	14475508	**Turbo Suite Excelerate** Turbo Suite Excelerate comprises access to cutting edge acceleration techniques such as Simultaneous Multi-Slice, Compressed Sensing and Wave-CAIPI for static 2D and static 3D imaging applications in Neuro, MSK and Body MRI.
1	14475524	**Deep Resolve Discovery Package** The Deep Resolve Discover package combines the two applications, Deep Resolve Gain and Deep Resolve Sharp which drive advanced image reconstruction with higher signal to noise ratio and improved image sharpness.
1	14402527	**SWI #Tim** Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.
1	14441849	**Diffusion Tensor Imaging #T+D** Diffusion Tensor Imaging provides a Single Shot EPI sequence for measuring diffusion-weighted data sets with up to 256 directions of diffusion weighting. Based on these data sets, the diffusion tensor itself and parametric maps derived from it (e.g. fractional anisotropy) are calculated automatically and in real-time. The package supports both clinical applications regarding diseases of the white matter (e.g. multiple sclerosis, brain maturation disorders, or displacement of nerve fiber tracts through masses) and advanced research applications. Diffusion spectrum imaging (DSI), an extension of diffusion tensor imaging, is included in this package. DSI expands on the DTI acquisition capabilities by providing the ability to resolve white matter fiber crossings.
1	14416946	**Neuro Perfusion Package #T+D** The Neuro Perfusions Package helps to streamline the clinical workflow by inline post-processing in dynamic susceptibility contrast (DSC) based perfusion imaging. This makes it possible to see perfusion maps immediately. Perfusion parameter maps are based on a Local Arterial Input function. A corrected relCBV map calculation and motion correction is provided.
1	14405341	**Mapit syngo #Tim** Based on the T1, T2 or T2* properties of the cartilage syngo ParametricMap allows the early detection of osteoarthritic break down of cartilage structures even before morphological changes occur. The method supports therapeutic decisions in individual patients and can be used to control treatments non-invasively, replacing surgeries or biopsies. The assessment of T1, T2 and T2* properties of tissues in other body regions is also possible. syngo ParametricMap provides very fast 2D and 3D high-resolution imaging sequences and the Inline calculation of parametric maps for the T1, T2 and T2* properties of the imaged tissue.
1	14441761	**LiverLab #T+D** LiverLab is a system guided workflow to examine the hepatic fat and iron status, as part of the Abdomen Dot Engine.
1	14456240	**Whole-Body Dot Engine #Vi** The Whole-Body Dot Engine is a workflow solution for easy, seamless planning of multiparametric multistation exams with automated recognition of individual anatomy

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and consistent settings for spatial resolution, image contrast, and breath-hold capacity.
- Landmark-based automatic segmentation of the anatomical regions based on FastView scan
- AutoCoverage: scan range across the chest, abdomen and pelvis can be easily defined with a coverage slider
- Automatic overlap of stations
- Additional stations for head and leg coverage can be added using the coverage slider
- Two exam strategies are available: Standard and Motion-insensitive
- Core Protocol with WB T2 HASTE, WB T1 VIBE, WB DWI and whole-spine exam
- Protocol can be extended with dedicated scans of the focus regions Chest, Abdomen, Pelvis with dynamic exams of the respective region
- AutoBolus detection for focus region Abdomen (liver)
- Supports 2D and 3D acquisitions in axial and coronal orientation
- Option to repeat stations flexibly (results are integrated accordingly during composing)

1 14409198

Native syngo #Tim

Integrated software package with sequences and protocols for non-contrast-enhanced 3D MRA with high spatial resolution. syngo NATIVE particularly enables imaging of abdominal and peripheral vessels and is an alternative to MR angiography techniques with contrast medium, especially for patients with severe renal insufficiency.

1 14441813

QISS #T+D

Software package with QISS sequence, protocols and Dot AddIn for non-contrast-enhanced peripheral MRA. QISS particularly enables higher reproducibility than existing methods and is an alternative to MR angiography techniques with contrast medium, especially for patients with severe renal insufficiency.

1 08464740

Flow Quantification #Tim

Special sequences for quantitative assessment of flow i

1 14470965

High bandwidth inversion recovery

High bandwidth inversion recovery for reduction of susceptibility-induced artifacts.

1 14441747

MyoMaps #T+D

This package contains special sequences and protocols for inline T1,T2 and T2* calculation at the heart. The generation of T1 and T2 parametric maps is enhanced by the use of motion correction. T1,T2 and T2* parametric maps could be used to support assessment of cardiovascular disease.

1 14469205

Breast Biopsy #BM

The Breast Biopsy Software is a professional solution for a fast and accurate MR biopsy workflow.

1 14470781

BioMatrix Body 18 long #1.5T

The BioMatrix Body 18 long combines Tim 4G coil technology with a new highly flexible and lightweight design to ensure excellent image quality, high patient comfort, and unmatched flexibility.

Key features are:
- 18 channels
- Dual Density Signal Transfer
- SlideConnect Technology
- Highly flexible and light-weight design
- Exchangeable cable design

The 18-channel design with its 18 integrated pre-amplifiers ensures excellent signal-to-noise ratio while provide extensive coverage in all directions. The single SlideConnect plug allows for fast and easy patient preparation. The new highly flexible and light-weight design provides highest patient comfort. Through the exchangeable cable design, a single coil can be used with either a standard-sized cable (95 cm length) or a longer version (165 cm length). The BM Body 18 long is shipped with a long cable.

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The BioMatrix Body 18 long features:
- 18-element design with 18 integrated preamplifiers (3 clusters of 6 elements each)
- Operates in an integrated fashion with the system's spine coil
- Can be combined with further Body 18 or BM Body 18 coils for larger coverage
- Can be positioned in different orientations (0°, 90°, 180°, 270°) for patient specific adaptations
- Requires no coil tuning
- iPAT compatible in all directions

The highly flexible design enables a wide variety of applications including:
- Thorax (incl. heart)
- Abdomen
- Pelvis
- Hip
- Vascular

The BioMatrix Body 18 long is typically combined with:
- BM Head/Neck 20
- BM Spine coil
- Additional Body 18 coil(s) or BM Body 18 coils (optional)
- Peripheral Angio 16 and 36 (optional)
- Flex Large 4
- Flex Small 4
- UltraFlex Large 18 (depending on availability, optional)
- UltraFlex Small 18 (depending on availability, optional)
- Loop coils (optional)
- Endorectal coil (optional)

1 14460315

Shoulder Shape 16 #So

The Shoulder Shape 16 combines the known benefits of Tim 4G coil technology with new highly flexible materials, resulting in unmatched image quality, high patient comfort and easy handling. The Shoulder Shape 16 for examinations of the left or right shoulder consists of an iPAT-compatible 16-channel shoulder coil in a flexible shoulder cup that can be shaped around small and large shoulders. An L-shaped cushion for easy positioning of the patient is included. The 16-element coil with 16 integrated pre-amplifiers ensures maximum signal-to-noise ratio. Shoulder Shape 16 will be connected via a SlideConnect plug for fast and easy coil set-up and patient preparation.

1 14416961

Hand/Wrist 16 #Ae

The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility.

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

1 14460423

Tx/Rx Knee 18 #So

New 18-channel transmit/receive coil optimized for knee imaging. The spacious design with a flared opening towards the thigh allows scanning even of large and swollen knees with exceptional image quality and signal to noise ratio.
Main features :
- 18-element design (3x6 coil elements) with 18 integrated preamplifiers
- iPAT-compatible
- SlideConnect Technology

1 14416962

Foot/Ankle 16 #Ae

The new Tim 4G coil technology with Dual Density Signal Transfer and DirectConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility.
Foot/Ankle 16 for examinations of the left or right foot and ankle region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution

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imaging of the foot and ankle within one examination. Foot/Ankle 16 is a cable-less coil and will be connected via DirectConnect for fast and easy patient preparation.

1 14416958

Peripheral Angio 36 #Ae

The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility:
- 36 channels
- Dual Density Signal Transfer
- Ultra light-weight
- SlideConnect Technology
The 36-channel coil includes 36 integrated pre-amplifiers for excellent signal-to-noise ratio. The single SlideConnect Plug allows for fast and easy patient preparation.

The Peripheral Angio 36 features:
- 36-element design with 36 integrated preamplifiers, distributed over 6 planes with 6 elements each
- Operates in an integrated fashion with Body 18 coils and with the Spine 32 . For Whole-Body examinations also with the Head/ Neck 20
- Automatic table feed and active coil switch
- Can be utilized head and feet first
- Both legs are independently covered with coil elements, maximizing the coil filling factor and the signal-to-noise ratio
- No coil tuning
- iPAT-compatible
- Dual-Density Signal Transfer enables ultra-high density coil designs by integrating key RF components into the local coil
- SlideConnect technology for easy coil set up
- One cable only for easy handling
- Includes special non-ferromagnetic coil cart for safe, user-friendly storage

Applications:
- High-resolution angiography of both legs incl. Pelvis (by additional use of the Body 18) with highest signal-to-noise ratio
- Visualization of the iliac arteries and aorta in combination with Body 18
- Bilateral examinations of long bones of the legs

Typically combined with:
Head/ Neck 20, Body 18, Spine 32, and all flexible coils such as Flex Large 4 or Flex Small 4

2 14416972

Tim Coil Interface 1.5T

Coil adapter plug for up to 8 receive and 1 transmit channels. This adapter will be required if the following Tim coils will be used on a compatible 1.5T MAGNETOM system with Tim 4G technology.

1 14426332

Tx/Rx CP Head Coil #Ae

Circularly polarized no-tune transmit/receive coil with an open patient-friendly design. The integrated transmit mode allows volume selective excitation. Integrated, extremely low-noise pre-amplifiers permit very high signal-to-noise ratio. Furthermore, the coil is outfit with SlideConnect Technology, allowing for easier patient preparation and less table time for the patient.

1 14469229

Flex -> UltraFlex Upgrade #1.5T

This option exchanges the Flex Small & Large 4 coils incl. the Flex Coil Interface from the standard coil configuration for the superior UltraFlex Small & Large 18. These are two lightweight, iPAT compatible, 18-element no-tune receive coils made of highly flexible and soft material.

UltraFlex Large 18
Ideal for examinations of larger extremities (e.g. medium to large shoulder, hip, knee, ankle and hand) and for abdominal examinations. Dedicated positioning aids for larger extremities are delivered with the coil.

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		UltraFlex Small 18 Ideal for examinations of smaller extremities (e.g. small to medium shoulder, smaller ankle, elbow and hand) and for abdominal examinations. Dedicated positioning aids for smaller extremities are delivered with the coil.
1	14456282	**Positioning Aids Shoulder&Ankle #Vi** This package contains additional positioning aids that can be used for the UltraFlex Large 18 and UltraFlex Small 18.
1	14456241	**Separator 60kW/75kW #Vi** The SEP (Separation cabinet) has to be used if a central hospital chilled water supply is available or if a chiller of any brand/type is already available. The SEP is the interface between the on-site water chiller (of any brand or type) or the interface to the central hospital cooling water supply. For the above-mentioned cases the SEP is mandatory! In these cases, the primary water specifications must fulfill the requirements: XJ: 45kW; water temperature: 6 - 14°C XQ: 60kW; water temperature: 6 - 14°C XT: 75kW; water temperature: 6 - 12°C For all gradient systems: Flow: 100+-10l/min; pH value 6-8; max working pressure 6 bar. Dimensions: 1950mm x 650mm x 650mm (height x width x depth) Weight: approx. 350kg
1	14460249	**UPS system #Vi** UPS system Liebert GXT5 3000IRT2UXLE for MAGNETOM Vida for safeguarding computers. Including Power Cable of 9 m for connecting the UPS. Power output: 3.0 kVA / 3 kW Bridge time: 3 min full load / 12 min half load Input voltage: 230 VAC
1	14456316	**UPS Battery module (Libert GXT4 BATT)** UPS battery module Liebert GXT5 72VBATTE for MAGNETOM Aera, Skyra, Prisma, ESSENZA, Amira, Spectra, C! for safeguarding computers. Extension for: Liebert GXT5 3000IRT2UXLE (14456315) Battery type: Closed, maintenance-free Extension of the bridge time to: 21 minutes full load / 48 min half load with one module Dimensions (H x D x W): Battery module: 430 x 540 x 85 mm Weight: approx. 30 kg
1	14456228	**System Start Timer #Vi** Timer clock that can be installed together with the MAGNETOM MR system to start the system automatically at user-definable times, eliminating waiting times during system boot up.
1	MR_STD_RIG_INST	**MR Standard Rigging and Installation** MR Standard Rigging and Installation This quotation includes standard rigging and installation of your new MAGNETOM system Standard rigging into a room on ground floor level of the building during standard working hours (Mon. – Fri./ 8 a.m. to 5 p.m.) It remains the responsibility of the Customer to prepare the room in accordance with the SIEMENS planning documents Any rigging requiring a crane over 80 tons and/or special site requirements (e.g. removal of existing systems, etc.) is an incremental cost and the responsibility of the Customer. All other “out of scope” charges (not covered by the standard rigging and installation) will be identified during the site assessment and remain the responsibility of the Customer.

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1	MR_BTL_INSTALL	**MR Standard Rigging & Install**
1	MR_PREINST_DOCK	**T+D Preinstall kit for dockable table**
1	MR_CRYO	**Standard Cryogens**
1	MR_PM	**MR Project Management** A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.
1	MR_GOKNEE3D	**GOKnee3D** GOKnee3D is a 10-minute, push-button examination for diagnostic imaging of the knee developed and clinically validated by the US board certified MSK radiologists at John Hopkins University Hospital. GOKnee3D exam consists of AutoAlign localizer in the knee, PD weighted contrast and T2 weighted contrast with fat suppression. The AutoAlign technology provides a push-button functionality and ensures consistency in imaging. The 3D protocols are high resolution and isotropic, enabled by SPACE sequence with CAIPIRINHA techniqueExamination time for 3T system is 10 minutes, for a 1.5T system is up to 11 minutes. All given examination times are examination only, adjustments have been excluded. When using GOKnee3D one of two software and coil combinations is required. Measurements made with GOKnee3D using the 15 channel knee coil require software version syngo MR E11C AP04 or higher. Measurements made with GOKnee3D using the 18 channel knee coil require software version syngo MR Numaris VA11A or higher.
1	MR_GOBRAIN	**GOBrain** GOBrain delivers reliable quality at exceptional speed. It enables clinically validated, push-button brain exams, with multiple orientations and all relevant contrasts. This fast exam is more tolerable for patients, and helps reduce motion-related artifacts and the need for rescans and sedation. As a result, GOBrain potentially doubles throughput and reduces costs per scan. Supported by our Tim 4G technology and DotGO, it delivers consistently high quality and maximizes the productivity of your MRI scanner - while improving patient care.
1	MRIMAB_100	**MRI Armboard w/ Pad**
1	ML11685	**MR Wall sign -English** Highly durable 1mm PVC wall signs with high-tack, double-back tape. Sticks to most any surface. English. 12" x 18".
1	MRISMNS0001	**MRI Patient Audio System** The MRI Patient Audio System is to be installed in the technologist room and is connected to the Siemens intercom system. The package provides the following benefits: • Create custom, commercial-free radio stations based on artist, song or genre preferences • Avoid any AM/FM tuning issues that may occur in RF-shielded rooms • Compatible with all popular audio apps Includes all cables and adapters; Bose Companion 2 technologist speakers; 3.5 mm to RCA cable; and customized iPAD Mini with all original accessories and iPad stand. The MR Stereo can play internet radio (depending on quality of and access to Wi-Fi signals) and device (iPAD) stored audio content. Optimal performance requires access to Wi-Fi signal for Internet radio through the facility's wireless network. The audio system is not MR safe and is only intended for use outside the MRI suite.

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Installation is not included unless purchased with the Siemens system.

Includes 3 year limited liability warranty on all system components through MRI Med.

1	MR14460428	**ACR Phantom Holder (USA)** An MR compatible cradle device used to consistently and precisely position the American College of Radiology (ACR) MRI Accreditation phantom, for use with Siemens MAGNETOM standard Head Coil during test measurements for ACR system accreditation or QA testing
1	MR_ADDL_RIGGING	**Additional Rigging MR $30,000**
1	MR_BUND_LV2	**MR EDU Bundle - New to System or 3T/7T** This flexible Essential Education Bundle is designed to support you as an existing customer with a Siemens MAGNETOM system in your facility but may be new to the system/software. This bundle of training elements launches with a Customer & Clinical Education Specialist (CES) Consultation. This CES will be your point of contact & act as a Concierge throughout your 1st year of the system's lifecycle to ensure the following: •Development of a full training plan for delivery during year 1 of system installation •Ensure all training goals/objectives are met •Full support for all your education needs with regular touchpoints throughout the year •All education sold with your system is delivered using the most appropriate method •Advice on additional education that will be valuable to you beyond year 1 The elements in this bundle are designed to be flexible & provide the right balance/blend of delivery methods to meet the training needs/goals set during the initial consultation. Depending on the goals & experience levels of your staff, education will be delivered using a variety of methods including e-learning, in-person/virtual classroom or workshop, & onsite/live remote training. Bundled items include: •Customized Education Planning & Consultation •12-Month e-learning Subscription •Dedicated Protocol Optimization •FlexEd(x2) – Choose 1 from Classroom, Live Remote Support (12-hours), Customized Workshop (4-hours), Innovations for Imaging Education Symposium Ticket, or e-learning •Onsite Initial Training(Up to 28 Hours) •Onsite Follow-up Training(Up to 24 Hours) •Remote System Follow-Up Training(Up to 8 Hours) •Virtual Trainer(x2) – 2-hour didactic training or scanning session •Ongoing Clinical Check-ins by your Clinical Consultation Specialist This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens' obligation to provide the training will expire without refund.
1	MR_PR_TXRX_HEAD	**TX/RX Head Coil Promo Offset**

System Total **1,832,413 USD**

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OPTIONS on Quote Nr : CPQ-666102 Rev. 0

OPTIONS for MAGNETOM Sola - System

All items listed below are OPTIONS and will be included on this system ONLY if initialed: *(See Detailed Technical Specifications at end of Proposal.)*

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	HASKRISFG23041	**Haskris OPC24 Chiller- 63kW** The Haskris outdoor, air-cooled, water/glycol chiller has been specially designed for medical applications to provide stable, fully dedicated cooling to a single MR system. The Haskris chiller must be used in combination with a Siemens SEP cabinet. The Haskris chiller is suitable for use in all siting conditions: normal, coastal, low-ambient, and/or OSHPD-compliant locations. Specifications Cooling Capacity: 63kW Fluid Supply Temp: 43°F (6°C) to 59°F (15°C) Pump Capacity: 32 GPM (120 LPM) Condenser: Air-cooled (heat dissipated into ambient air) Outdoor ambient air temperature: -40°F (-40°C) to 122°F (50°C) Electrical: 460V-3Ø-60Hz Dimensions: 77"W x 40"D x 74"H (196cm x 102cm x 188cm) Siemens' Pricing Also Includes: Delivery Chiller Start-Up (Post Installation) 1x Preventative Maintenance Service Visit Remote Monitoring Panel with 1-Year Cellular Connectivity and Cloud Service Installation: Customer is responsible for the rigging and installation of the chiller. Customer is responsible for providing a 35% solution of propylene glycol with water; 25 gal (95 L) for the chiller plus 1 gal (3.8 L) per 10 ft (3m) external pipe run assuming 1 ½" pipe diameter. Warranty: 12 months from date of Start-Up	**+ 52,024 USD**	_____
1	HASKRIS_STARTUP	**Haskris Chiller Start-Up** Chiller start-up by Haskris vendor after installation of chiller and completion of paperwork.	**+ 0 USD**	_____
1	14470766	**MR Elastography incl. HW** MR Elastography offers a new diagnostic tool for all Tim+Dot systems that allows identifying variations in liver tissue stiffness. This option includes the HW starter set for Elastography (3rd party HW) and the Elastography SW.	**+ 111,280 USD**	_____
1	14405316	**fMRI Trigger Converter** An optical trigger signal is available to trigger external stimulation	**+ 1,664 USD**	_____

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devices in fMRI experiments.
With the "fMRI Trigger Converter" this signal can be converted to an electrical signal (TTL/BNC and RS 232 interface for PC; modes: toggle or impulse).

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

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

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

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Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

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

2. PRICES

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

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Purchaser shall pay Seller as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty

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(30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.**4.2 Late Payment.** A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser"s outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.**4.3 Payment of Lesser Amount.** If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. **4.4 Where Payment Due Upon Installation or Completion.** Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.**4.5 Default; Termination.** Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser. Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.**4.6 Financing.** Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

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

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).**6.2 Risk of Loss;**

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Title Transfer. Unless otherwise agreed to in writing, the following shall apply: (a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser. (b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery. (c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim.

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon Seller's written agreement.**8.2** Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment.**8.3** Seller reserves the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

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

10. WARRANTY

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

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unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty.**10.2** No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty.**10.3** This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser"s claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).**10.4** Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements.**10.5** Warranty service will be provided without charge during Seller"s regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.**10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.10.7** In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect.**11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY**

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

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.**12.2 Installation by Seller.** If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller‘s technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.**12.3 Purchaser"s Obligations.** Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser"s responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser’s expense. **12.4 Regulatory Reporting.** In the event that any regulatory activity is performed by anyone other than Seller’s authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements.**12.5 Completion of Installation.** Installation shall be complete upon the conclusion of final calibration and checkout under Seller’s standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Products, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. Provided that Purchaser gives Seller information, assistance and exclusive authority to evaluate, defend and settle such claims, Seller shall at its own expense and option: indemnify and defend Purchaser against such claims; settle such claims; procure for Purchaser the right to use the Products; or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to

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

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

15. ASSIGNMENT

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

16. COSTS AND FEES

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

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

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

19. COST REPORTING

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

20. INTEGRATION

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

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document issued by Purchaser are specifically rejected and shall not apply to the transactions contemplated under this Agreement.

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

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

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

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

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

26. ACCESS TO BOOKS AND RECORDS
26.1 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Product or service pursuant to this Agreement, Seller shall make available, upon written request by the Secretary of Health and Human Services (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly authorized representatives, copies of this Agreement and any books, documents, records or other data of Seller that are necessary to certify the nature and extent of any costs incurred by Purchaser for such Products and services. If Seller carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, Seller will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Product or service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Purchaser for such Product or service.

27. DISPOSITION OF PRODUCTS
27.1 Purchaser expressly agrees that should Purchaser sell, transfer or otherwise dispose of the Products, Purchaser shall notify Seller in writing and give Seller the opportunity to purchase such Products. With Purchaser's notice, Purchaser shall provide Seller with a copy of the third party's binding offer to purchase the Products and Seller shall have seven (7) days to notify the Purchaser of an offer to purchase the Products.
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Software License Schedule
to the Siemens Medical Solutions USA, Inc General Terms and Conditions

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

"**Agreement**" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"**Licensor**" shall mean Siemens Medical Solutions USA, Inc.
"**Licensee**" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"**Software**" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"**Documentation**" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"**Designated Unit**" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**
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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.

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TRADE-IN EQUIPMENT REQUIREMENTS

TRADE-IN EQUIPMENT REQUIREMENTS

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

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

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

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

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

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

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

MR Warranty Information

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

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

DNA Warranty Information for On-premise perpetual Applications only

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

Post-Warranty (after expiration of system warranty) – Replacement of parts prorated only. Does not include labor.			
Spare Parts & Consumables	Not Applicable	Not Applicable	

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

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

SIEMENS Healthineers

CONTRACT ADDENDUM

09/22/2023

Sales Agreement Quotation CPQ-666102 for BARNESJEWISH ORTHOPEDIC CENTER, Siemens Sales Order Number 0030270578, Purchase Order Number 1001854284, for a MAGNETOM Sola.

This Addendum shall become part of the Sales Agreement CPQ-666102 (equipment) between Siemens Medical Solutions USA, Inc. ("Siemens") and BARNESJEWISH ORTHOPEDIC CENTER (Customer). If there is any conflict between the terms of this Addendum and the terms of Agreement, the terms of this Addendum shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Agreement.

This Addendum is valid for 60 days from date of issuance.

Customer proposes to make the following changes to quote:

This change will add:

Product Number	Product Name	Quantity	Price
14407261	MR Workplace Container, 50cm	1	$832.00
14475525	Deep Resolve Pro Package	1	$60,000.00
14407260	MR Workplace Table, height adjust.	1	$1,040.00

This change will delete:

Product Number	Product Name	Quantity	Price
14475524	Deep Resolve Discover Package	1	$41,600.00
14416958	Peripheral Angio 36 #1.5T	1	$24,960.00

The contract total will change from $1,884,437 to $1,879,749.

Please sign below and revise your Purchase Order to account for proposed changes and the new Sales Agreement contract total. This Contract Addendum is specific to the Sales Agreement referenced above. Other Sales Agreements may be referenced and included on your Purchase Order that are not impacted by this Contract Addendum.

Customer must, where applicable, fully and accurately report any change in the net price of this purchase in the applicable cost reporting mechanism or claim for payment filed with the U.S. Department of Health and Human Services (DHHS) or a state agency and must provide, upon request of the Secretary of the DHHS or state agency, the information contained in the Contract Addendum.

If your organization does not plan to issue a revised Purchase Order based on the financial changes outlined in this Contract Addendum, please initial here indicating your agreement to pay the adjusted final invoice based on the terms and conditions of the original agreement _____.

Siemens Medical Solutions USA, Inc.
By (sign): _____
Name: Heather Lewis
Date: 09/22/2023

BARNESJEWISH ORTHOPEDIC CENTER
By (sign): _____
Name: BARNESJEWISH ORTHOPEDIC CENTER
Date: 09/22/2023

Thank you,

Heather Lewis