North Carolina Department of Health and Human Services
Division of Health Service Regulation
Office of the Director
2701 Mail Service Center • Raleigh, North Carolina 27699-2701
http://www.ncdhhs.gov/dhsr/

Pat McCrory
Governor

Aldona Z. Wos, M.D.
Ambassador (Ret.)
Secretary DHHS

Drexdal Pratt,Director
Phone: 919-855-3750
Fax: 919-733-2757

March 19, 2013

Gary S. Qualls.
K & L Gates, LLP
P.O. Box 14210
Research Triangle Park NC 27709-4210

Exempt from Review - Replacement Equipment

Facility:	Rex Hospital
Project Description:	Replace Vascular Intervention Lab Equipment in VI Room #2
County:	Wake
FID #:	953429

Dear Mr. Qualls:

In response to your letter of December 14, 2012, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the Philips Medical DS Xper FD20 vascular lab equipment to replace the existing Philips Medical vascular lab system [Serial # 4652880/000330]. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Section with the serial number of the new equipment to update the inventory, if not already provided.

Moreover, you need to contact the Construction and the Acute and Home Care Licensure and Certification Sections to determine if they have any requirements for development of the proposed project.

It should be noted that this Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Michael J. McKillip
Project Analyst

Craig R. Smith, Chief
Certificate of Need Section

Cc: Acute and Home Care Licensure and Certification Section, DHSR
Construction Section, DHSR

NORTH CAROLINA

COUNTY OF WAKE

FILED
2013 MAR 12 PM 2:44
OFFICE OF ADMINISTRATIVE HEARINGS

IN THE OFFICE OF ADMINISTRATIVE HEARINGS

13 DHR 00038

WAKEMED, Petitioner, v. NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH SERVICE REGULATION, CERTIFICATE OF NEED SECTION, Respondent, and REX HOSPITAL, INC., Respondent-Intervenor.	**NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE**

NOW COMES the Petitioner, WakeMed pursuant to Rule 41(a) of the North Carolina Rules of Civil Procedure, and voluntarily dismisses with prejudice its Petition for Contested Case Hearing in Contested Case No. 13 DHR 00038

This the 12th day of March, 2013.

Susan M. Fradenburg

Susan M. Fradenburg
N.C. State Bar No. 20244
Maureen Demarest Murray
N.C. State Bar No. 9148
Attorneys for WakeMed

OF COUNSEL:

SMITH MOORE LEATHERWOOD LLP
300 N. Greene St., Suite 1400
Post Office Box 21927
Greensboro, North Carolina 27420
Telephone: (336) 378-5200

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Notice of Voluntary Dismissal With Prejudice has been served as follows by U.S. Mail, postage prepaid upon the following persons at the addresses shown:

Bethany Burgon
Assistant Attorney General
N.C. Department of Justice
P.O. Box 629
Raleigh, NC 27602-0629

Gary S. Qualls, Esq.
William W. Stewart, Esq.
K&L Gates LLP
430 Davis Drive, Suite 400
Morrisville, NC 27560

This the 12th day of March, 2013.

Susan M. Fradenburg

Susan M. Fradenburg
Attorney for WakeMed

SMITH MOORE LEATHERWOOD

March 12, 2013

Via Electronic Mail and U.S. Mail

Craig Smith
Chief, CON Section
Mike McKillip
CON Project Analyst
Division of Health Service Regulation
2704 Mail Service Center
Raleigh, NC 27699-2704

Re: Withdrawal of Comments Filed by WakeMed (December 14, 2012 Request by Rex Hospital for Replacement Vascular Lab Equipment and Relocation of Vascular Intervention Room)

Dear Mr. Smith and Mr. McKillip:

By this letter, WakeMed withdraws its comments in opposition to the December 14, 2012 Rex Hospital Request for Replacement Vascular Lab Equipment and Relocation of Vascular Intervention Room, which comments were submitted on January 18, 2013.

Sincerely,

SMITH MOORE LEATHERWOOD LLP

Allyson Jones Labban

Allyson Jones Labban

cc: Stan Taylor, WakeMed (via e-mail)
Gary Qualls, Counsel for Rex (via e-mail)

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953429

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gary.qualls@klgates.com

December 14, 2012

Via Hand Delivery

Craig R. Smith, Chief
N.C. Department of Health and Human Services
Division of Health Service Regulation
Certificate of Need Section
809 Ruggles Drive
Raleigh, NC 27603

Re: Exemption Notice Regarding Replacement Vascular Lab Equipment and No Review Request Regarding Relocation of Replacement Vascular Lab

Dear Craig:

Our client, Rex Hospital, Inc. ("Rex"), is providing notice of an exemption from Certificate of Need ("CON") review to replace vascular lab equipment ("Existing Equipment") in one of Rex's existing vascular interventional rooms (VI Room #2) with comparable vascular lab equipment ("the Replacement Equipment"), pursuant to N.C. Gen. Stat. § 131E-184(a)(7), N.C. Gen. Stat. § 131E-176(22a), and 10A N.C.A.C. 14C.0303. Additionally, Rex is proposing to relocate this VI Room #2 and its related control room from its current location in the main hospital to available space within that same main hospital.

The purpose of this letter is to: (a) provide notice that Rex's acquisition of the Replacement Equipment is exempt from CON review pursuant to the replacement equipment exemption provisions contained at N.C. Gen. Stat. § 131E-184(a)(7), as well as 10A N.C.A.C. 14C.0303; and (b) request a "No Review" determination that Rex's relocation of the VI Room #2 (including the Replacement Equipment) to available space within Rex's main hospital does not require Rex to obtain a CON pursuant to N.C. Gen. Stat. § 131E-176(16)b, or any other provision of the CON statutes.

The components outlined herein for the replacement and relocation of Rex's existing VI Room is not intended to replace or modify the approved CON projects in Project I.D. Nos. J-8532-10 and J-8667-11. Once the CONs are issued for Project I.D. Nos. J-8532-10 and J-8667-11, Rex intends to comply fully with all conditions of those CONs.

I. Exemption Notice

Rex's exemption notice pertains to the replacement of Rex's existing vascular lab equipment in VI Room #2 with comparable vascular lab equipment.

A. The Statutory Exemption for "Replacement Equipment"

The General Assembly has chosen to exempt certain, otherwise reviewable events from CON review. Among those exemptions is the acquisition of "replacement equipment," defined as follows in the CON law:

> "Replacement equipment" means equipment that costs less than two million dollars ($2,000,000.00) and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced.

See N.C. Gen. Stat. § 131E-176(22a).

To qualify for this exemption, the replacement equipment must: (1) cost less than $2,000,000 and (2) be "comparable" to the equipment it replaces. In addition, the existing equipment must be "sold or otherwise disposed of when replaced." Rex's proposal qualifies for this exemption.

B. Cost of the Replacement Equipment

Rex's Replacement Equipment costs less than $2 million to acquire, install and make operational.

1. Total Costs to Acquire the Replacement Equipment

Attached as Exhibit 1 is a quote from Philips Healthcare that demonstrates the purchase price for the Replacement Equipment is $634,839.02. (See Exhibit 1, Quote for Replacement Equipment; Exhibit 2, Proposed Total Capital Cost; Exhibit 4, Existing Equipment Disposal Letter) As indicated in the removal letter and the quote attached to the removal letter (Exhibit 4), the cost for the deinstallation and removal of the Existing Equipment is $4,200.00, which is in addition to the $634,839.02 cost. Therefore, the total cost to acquire the Replacement Equipment and deinstall and remove the Existing Equipment will be $639,039.02.

2. Total Construction Costs and Other Costs Related to Replacement and Relocation of VI Room.

The total construction and miscellaneous costs related to the Replacement Equipment, excluding the $639,039.02 referenced above, are estimated to be $877,258.83 ($1,516,297.85 - $639,039.02). (See Exhibit 2, Proposed Total Capital Cost; Exhibit 3, Certified Cost Estimate Letter) In ascertaining these costs associated with the Replacement Equipment, Rex included the costs of all "activities essential to acquiring and making operational the replacement equipment," pursuant to N.C. Gen. Stat. § 131E-176(22a).

3. Total Costs Related to Replacement Equipment

As indicated by the Replacement Equipment price quote in Exhibit 1, the Proposed Total Capital Cost form in Exhibit 2 (which includes the certified costs and also additional costs), the certified cost estimate letter in Exhibit 3, and removal letter and the quote attached to the removal letter in Exhibit 4, the total capital cost of acquiring, installing and making operational the Replacement Equipment (including the removal of the existing vascular lab equipment) is $1,516,297.85 ($639,039.02 for the Replacement Equipment and deinstallation/removal of Existing Equipment, plus $877,258.83 for construction and other costs such as architect and engineering costs, IT costs, Signage costs, and contingency costs).

Accordingly, the total capital costs associated with the Replacement Equipment do not exceed $2,000,000.

C. Comparable Equipment

The CON law requires that replacement equipment be comparable medical equipment to the existing equipment. The CON rule codified as 10A N.C.A.C. 14C.0303 (the "Regulation") defines "comparable medical equipment" in Subsection (c) as follows:

> "Comparable medical equipment" means equipment which is functionally similar and which is used for the same diagnostic or treatment purposes.

10A N.C.A.C. 14C.0303(c).

Rex intends to use the Replacement Equipment for substantially the same vascular interventional procedures for which it currently uses the Existing Equipment. The Existing Equipment is a Philips MultiDianost 4, and was installed new at Rex in 1995. This Existing Equipment has been used for vascular interventional procedures since its installation.

The Replacement Equipment will perform all procedures currently performed on the Existing Equipment. Although it possesses some expanded capabilities due to technological improvements, the Replacement Equipment will perform the same general range of vascular interventional services. The Replacement Equipment is therefore "comparable medical equipment" as defined in Subsection (c).

Furthermore, Rex does not intend to increase patient charges or per procedure operating expenses within the first 12 months after its acquisition. For further equipment comparison, please refer to Exhibit 5 (the Equipment Comparison Chart).

Subsection (d) of the Regulation further provides:

> Replacement equipment is comparable to the equipment being replaced if:
>
> (1) it has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and
>
> (2) it is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service; and
>
> (3) the acquisition of the equipment does not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

10A N.C.A.C. 14C.0303(d). The Replacement Equipment will meet all three of the tests set out in Subsection (d). The Replacement Equipment satisfies the technology and functionality tests in Subsection (1) and (2) as discussed above and identified in the Comparison Chart. See Exhibit 5. Moreover, Rex represents that use of the Replacement Equipment will not result in the types of expense or charge increase described in Subsection (d)(3).

Rex's Replacement Equipment does not fall within any of the provisions in Subsection (e) of 10A N.C.A.C. 14C.0303. The Replacement Equipment will be a new unit of refurbished equipment when purchased and the Existing Equipment also was new when purchased, which was more than three (3) years ago. Because the Existing Equipment was purchased more than three (3) years ago, neither 10A N.C.A.C. 14C.0303(e)(1) or (2) would be applicable. In addition, 10A N.C.A.C. 14C.0303(e)(3) is not applicable because the Replacement Equipment is not capable of performing procedures that could result in the

provision of a new health service or type of procedure that has not been provided with the Existing Equipment. As discussed above, the Replacement Equipment will perform substantially the same vascular interventional procedures as the Existing Equipment. Finally, 10A N.C.A.C. 14C.0303(e)(4) is not applicable because the Existing Equipment was purchased, not leased, and the Replacement Equipment will be purchased, not leased.

D. Disposition of Equipment

As indicated in the removal letter and the quote attached to the removal letter (Exhibit 4), Philips will deinstall and remove the Existing Equipment, as part of the purchase of the Replacement Equipment. The cost for the deinstallation and removal of the Existing Equipment is $4,200.00, which is in addition to the $634,839.02 cost of the Replacement Equipment. There are no additional costs for deinstallation and removal. The Existing Equipment will not be re-sold or re-installed in North Carolina without appropriate CON approvals. See Exhibit 4.

II. No Review Request

The "No Review" determination that Rex seeks involves the relocation of VI Room #2 and its related control room from its current location in the main hospital to available space within that same main hospital.

The total cost for the entire 820 square feet involved in the proposed relocation is $877,258.83 ($1,516,297.85 - $639,039.02). (See Exhibit 2, Proposed Total Capital Cost; Exhibit 3, Certified Cost Estimate Letter) This amount of $877,258.83 includes all construction costs, all architect and engineering fees, all movable equipment costs, all IT costs, all Signage costs, and all contingency costs. This amount also includes all costs that were allocated to the Replacement Equipment portion of the project, other than the cost of the Replacement Equipment itself and the deinstallation and removal costs of the Replacement Equipment.

Since Rex has included these costs in their entirety in this "No Review" request after having apportioned these same costs to the Replacement Equipment exemption notice set forth above, Rex is "double-counting" these costs, even though they fall within the purview of N.C. Gen. Stat. § 131E-184(a)(7). Furthermore, it is entirely appropriate for Rex not to include the Replacement Equipment cost and its deinstallation/removal totaling $639,039.02 in this "No Review" request, because such cost is exempt from review under N.C. Gen. Stat. § 131E-184(a)(7). However, even if the $639,039.02 were added to the $877,258.83, the total would be $1,516,297.85, which is well below the $2,000,000 threshold.

The proposed relocation does not trigger any of the definitions of a "new institutional health service," which implicates CON review. N.C. Gen. Stat. § 131E-178 provides that no person shall offer or develop a "new institutional health service" without first obtaining a CON. The term "new institutional health service" is defined in over fifteen different ways at N.C. Gen. Stat. § 131E-176(16). Among these definitions is N.C. Gen. Stat. § 131E-176(16)b, which defines a "new institutional health service" to include:

> The obligation by any person of a capital expenditure exceeding two million dollars ($2,000,000) to develop or expand a health service or a health service facility, or which relates to the provision of a health service. The cost of any studies, surveys, designs, plans, working drawings, specifications, and other activities, including staff effort and consulting and other services, essential to the acquisition, improvement, expansion, or replacement of any plant or equipment with respect to which an expenditure is made shall be included in determining if the expenditure exceeds two million dollars ($2,000,000).

See N.C. Gen. Stat. § 131E-176(16)b.

Rex's proposal does not constitute a "new institutional health service" under N.C. Gen. Stat. § 131E-176(16)b because the proposal does not exceed the $2,000,000 threshold. Accordingly, the proposed relocation and addition does not require Rex to obtain a CON pursuant to N.C. Gen. Stat. § 131E-176(16)b, or any other provision of the CON statutes.

III. Conclusion

Based upon the foregoing information and the attached documents, Rex hereby requests that the Agency provide written responses confirming the following:

(a) the acquisition of the Replacement Equipment described herein is exempt from CON review pursuant to the replacement equipment exemption provisions contained at N.C. Gen. Stat. § 131E-184(a)(7), as well as 10A N.C.A.C. 14C.0303; and

(b) the relocation of Rex's existing VI Room #2 (including the Replacement Equipment) and related control room within Rex's main hospital, as described herein, does not require Rex to obtain a CON pursuant to N.C. Gen. Stat. § 131E-176(16)b, or any other provision of the CON statutes.

Please let us know if you need additional information. We thank you for your consideration of this submission.

Sincerely,

Gary S. Qualls

Gary S. Qualls

Exhibits

1. Price Quotation (Replacement Equipment)

2. Proposed Total Capital Cost Chart

3. Architect Cost Certification Letter

4. Removal Letter from Philips Healthcare with Quote for Deinstallation and Removal of Existing Equipment

5. Equipment Comparison Chart

PHILIPS HEALTHCARE
A division of Philips Electronics North America Corporation
22100 Bothell Everett Highway
P.O. Box 3003
Bothell, Washington 98041-3003

PHILIPS

Quotation #: 1-VS37TC	**Rev:** 7	**Effective From:** 28-Nov-12	**To:** 29-Dec-12

Presented To:

REX HEALTH CARE
4420 LAKE BOONE TRAIL
RALEIGH, NC 27607-6599

Tel:

Alternate Address:

Presented By:

Bethann Griffith-Subik
Account Manager
Tel: (919) 677-9046
Fax: (919) 677-9047

Steve Weiss
Regional Manager
Tel: (678) 924-6087
Fax: (678) 924-6003

Date Printed: 28-Nov-12

Submit Orders To:

22100 BOTHELL EVERETT HWY
BOTHELL WA 98021
Tel: (888) 564-8643
Fax:(425) 458-0390

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

Quote Solution Summary

Line #	Product	Qty	Price
	100132 DS Xper FD20 R 7.2	1	$634,839.02
		Equipment Total:	$634,839.02

Solution Summary Detail

Product	Qty	Each	Monthly	Price
100132 DS Xper FD20 R 7.2	1	$634,839.02		$634,839.02

Buying Group: **MEDASSETS SUPPLY CHAIN SYSTEMS INC** **Contract #:** **EP 137**

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Payment Terms: 0% Down, 80% Upon Delivery, 20% Due When the Product is Available for First Patient Use, Net due 30 days from date of invoice

100132 DS Xper FD20 R 7.2

System Type: Remarketing
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a system 12 Months Warranty unless otherwise indicated. All other parts are third (3rd) party items.
Special Notations: Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.
Additional Terms:

Line #	Part #	Description	Qty
1	**NNAM002	DS FD20 R7.2 Vasc Ceiling	1

LIMITED AVAILABILITY BASED UPON RECEIPT OF CONTINGENT FREE ORDER AT THE FACTORY. CURRENT AVAILABILITY OF THIS OFFERING IS 120 DAYS ARO. SUBJECT TO AVAILABILITY AND PRIOR SALE.
NOTE: IF CUSTOMER IS UNABLE TO ACCEPT DELIVERY BY THE ABOVE STATED ARO DATE, THEN PHILIPS MAY DETERMINE A REVISED DELIVERY DATE.

Diamond Select Xper FD20 Vascular Ceiling
The Allura Xper FD20 can be fully customized to fit a very wide range of vascular interventional and diagnostic applications.

Features include:

- peripheral
- abdominal
- cerebral
- thoracic
- cardiac and
- non-vascular procedures.

The Allura Xper FD20 system is an integrated single-host concept. The system comprises five functional building blocks: Geometry, X-ray Generation, User Interface, Image Detection, and Viewing. Each functional building block is explained in further detail including accessories.

The Allura Xper FD20 provides state of the art clinical and economical performance and reliability.

Features include:

- A revolutionary C-arm stand, with BodyGuard safety system
- Flat Detector imaging technology for crisper and sharper images
- Xper technology, through personalized settings, the system adapts to user's way of working for friendly and efficient operations
- DoseWise, a complete program to manage dose and image quality
- Customized processing for digital fluoroscopy, acquisition and viewing
- A connectivity program (option) allowing integration in virtually any hospital network

The Allura Xper FD20 stand
The Allura stand is a very rigid and stable assembly, consisting of a C-arm mounted to a ceiling suspended L-arm offering full projection flexibility. The X-ray tube and the flat detector are integrated into the C-arm. This provides a compact, free floor assembly, with extreme positioning flexibility and unrestricted access to the patient. The rigid design ensures excellent reproducibility of projections, needed for subtracted imaging procedures.

The L-arm can be rotated and can be moved in longitudinal direction allowing a three-sided patient approach and total body coverage.

Functionality includes:

- L-arm rotation around the patient table: +90, 0, -90 degrees.
- L-arm longitudinal movement: 300 cm
- This movement features auto-stops at the parking position, cardio/neuro position and lower peripheral position.
- The Allura stand allows a very wide range of projections, including PA and AP imaging.
- In the head position (0 degrees position, L-arm parallel to patient table)
- C-arm rotation range (degrees): 120 LAO to 185 RAO
- C-arm angulation range (degrees): 90 CA to 90 CR
- (Full angulation capability determined by patient position)
- In the side position (+90 / -90 degrees position, L-arm perpendicular to patient table):
- C-arm rotation range (degrees): 90 LAO to 90 RAO
- C-arm angulation range (degrees): 185 CA to 120 CR or 120 CA to 185 CR
- (Full angulation capability determined by patient position)

The stand provides fully motorized fast movements with variable and configurable maximum speed. Coupled to the Body Guard detection system, it allows a very high patient throughput, supporting the busiest schedules.

Functionality includes:

- Variable C-arm rotation speed, up to 25 degrees/s
- Variable C-arm angulation speed, up to 18 degrees/s
- L-arm rotation and longitudinal movement: motorized and manual

BodyGuard is a unique detection system for automatic safeguarding of patient and equipment. This detection system senses and adapts to the actual size of the patient. It allows full advantage of Allura's high speed.

Xper Access

The FD20 Dynamic Flat Detector features Xper Access allowing optimum patient accessibility, imaging coverage and projection flexibility. Xper Access allows to position the Flat Detector in portrait and landscape imaging modes. The variable source image distance between focus and Dynamic Flat Detector input screen is motorized from 86.5 to 123 cm.

Patient support

The tabletop allows feather-light manual float movement, even for very heavy patients, thanks to the unique mono-bearing technology. The long flat carbon fiber tabletop provides ample space to place e.g. catheters and endovascular tools.

Features include:

- Table top length of 293 cm
- metal-free overhang 125 cm
- floating table-top movement of 100 cm longitudinal and 2 x 18 cm transversal
- motorized height adjustment from 76 to 104 cm
- maximum cantilever of 220 cm , for full patient coverage with max patient weight
- maximum patient weight 225 kg plus 500 N for CPR (or 200 kg plus 1000 N) in any longitudinal position of the table top
- Xper Geometry and Imaging Modules for exam room controls. The operating modules can be attached to either side of the table while operation remains intuitively logical.

- The Xper Geometry Module includes controls for storage and recall of two freely selectable C-arm projections.

Accessories set
The Allura Xper FD20 system comes with a comprehensive set of accessories to help you perform your procedures as conveniently as possible.
Features include:

- 3 rail accessory clamps
- 1 mattress; a slow recovery foam mattress with a density of 58 kg/m3. The mattress has a thickness of 5 cm and adapts to the body shape of the patient. It makes the pressure being divided equally and it recovers when the patient is taken off the mattress. The light yellow cover is easy to clean. Patients are more relaxed due to the comfort of this mattress.
- 1 cerebral filter
- a peripheral filter set
- skull supports
- 4 restriction straps
- 2 arm supports
- a translucent catheterization arm rest
- a dripstand

X-ray Generation
The Allura Xper FD20 comprises an integrated dedicated X-ray system, micro-processor controlled Velara CFD generator based on high frequency converter technique. The user interface control of this X-ray Generator is incorporated in the Xper module, Xper Desktop Viewing Console, and the Xper on-screen displays.
Features include:

- X-ray generator 100 kW
- Voltage range is 40 - 125 kV
- Maximum current 1250 mA at 80 kV
- program selection
- pulsed X-ray for pulsed fluoroscopy (3.75, 7,5, 15 and 30 frames/s)
- pulsed X-ray for (subtracted) acquisition up to 6 frames/s for vascular applications
- pulsed X-ray for acquisition up to 30 frames/s for cardiac applications (optional)
- minimum exposure time of 1 ms
- automatic kV and mA control for optimal image quality prior to run to save dose
- optimal X-ray tube load incorporated in the Velara CFD generator
- An X-ray depth collimator with two semi-transparent wedged filters with manual and automatic positioning.
  SpectraBeam filtering of low energy radiation to optimize image quality and dose efficiency with MRC-GS 0407 X-ray tube.
- Grid switching at dynamic pulsed fluoroscopy
- Xper Beam Shaping, positioning of both shutters and wedges on the Last image Hold without the need for X-ray radiation.

Fluoroscopy

- Three programmable fluoroscopy modes can be selected from the Xper Imaging module. Each mode has a different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, adaptive harmonization).

- Trace subtract fluoroscope can be selected from the Xper imaging the module. A trace subtract run is created and overlaid with live fluoroscope.
- Acquisition runs and regular fluroscopy can be done in between without losing the trace subtract mask.
- Xper Fluoro Storage, a grab function allows storage and archiving of both a fluoro image or the last 20 seconds of Fluoroscopy, called Xper Fluoro Storage. These fluoro images or fluoro runs can be archive as a regular exposure run.

Image Detection
The Allura Xper FD20 comprises the following image detection chain.
Features include:

- A 30 cm by 40 cm FD20 Dynamic Flat Detector subsystem for fluoroscopy and fluorography procedures. 6 imaging modes are available, 30*38/30*30/22*22/16*16/13.5*13.5 & 11*11cm.
- The flat detector subsystem features Xper Access, the detector can be rotated over 90 degrees, it moves from portrait to landscape back & forth
- The digital output of the FD20 flat detector is 2k*2.5k image matrix at 14 bits depth for the largest mode
- DQE (Detective Quantum Efficiency) > 73 % providing high conversion of X-ray into a digital image, while maintaining a high MTF
- Pixel size: 154 x 154 microns

Viewing
The Allura Xper FD20 comprises the following components in order to display the clinical images in the control and examination room.
Features include:

- Two TFT-LCD 18 inches monitors in the control room, one color LCD for patient data management and one medical monochrome LCD for viewing of clinical images in the control room. These LCD monitors are designed for medical applications.
- In the exam room the Flat Monitor Ceiling Suspension comprises two 18" medical monochrome LCD monitors and includes motorized height adjustment. One monitor is used for viewing of live images. The second monitor serves as the first reference display.
- Reference images or runs are controlled by infra-red remote-control Xper Viewpad. The Ceiling suspension offers flexible monitor positioning over a range of about 360 x 300 cm., allowing free monitor positioning around the table.
- The On-Screen Display provides status information on stand rotation, angulation, display of system messages, X-ray tube load status, selected fluoroscopy mode, selected detector Field of View, and both the rate and accumulation of the dose area product and skin dose.

The main monochrome LCD characteristics are:

- 18 inch monochrome TFT-LCD display
- Native format 1280x1024 SXGA
- 10 bit gray-scale resolution with gray-scale correction
- Wide viewing angle (approx. 160 degr)
- High brightness (max 600 Cd/m2, default 500 Cd/m2) with ambient light dependent brightness control
- Push buttons for control functions on front

- User programmable and standard reference setting On Screen Display
- Internal selectable lookup table for gray-scale transfer function
- Internal power supply (110-240 VAC)
- Including LCD protection screen

The acquisition segment coordinates the parameters for automatic exposure control, ensuring optimal X-ray tube loading for top image quality. The program is selected via the Xper module and or Xper Desktop Viewing Console.

Several exposure techniques are provided for different types of examination.

- Serial imaging for DA and DSA with automatic exposure setting
- Single shot mode
- Acquisition frame rates: 0.5 to 6 images/s at 2048 x 2048; 12 bit matrix

The Allura Xper FD20 offers a storage capacity of (optionally extendable)

- 25,000 images at matrix size of 1024 x 1024,
- 6,250 images at matrix size of 2048 x 2048.
- Maximum number of examinations is 999, with no limit to the maximum number of images per examination

Top performance is achieved by a Dedicated Image Pipeline Processor that has an equivalent capability of more than 8000 MIPS and is designed for video speed image processing.

Features include:

- adaptive contour enhancement at 9 x 9 kernel
- adaptive harmonization enhancement at 192 x 192 kernel

User Interface

Xper stands for PERsonalized X-ray system. Allura Xper FD20 is the first flat detector system based on an expert system. Xper comprises three features: Xper Settings, which customizes the system to each user preferred settings. Xper User Interface, which is based on Vequion design principles. Xper Integration, which makes advanced integration functionality available. Functionality like DICOM Query / Retrieve, background archiving, and Xper Fluoro Storage.

The Xper User Interface comprises a variety of User Interface modules in the Examination Room. There is the On-Screen Display, the Xper Module, and the Xper Imaging and Geometry Modules. The modules are described in further detail.

The On-Screen Display is positioned on the left side of the reference monitor.

Features include:

- X-ray indicator
- X-ray tube temperature condition
- Gantry position in rotation and angulation
- Source Image Distance
- Table tilt angle, if the SyncraTilt option is installed
- Detector field size display
- General System messages
- Selected Frame speed

- Fluoroscopy mode
- Integrated fluoroscopy time
- Skin Dose: dose rate at X-ray, cumulated dose at no X-ray
- Dose Area Product: dose rate at X-ray, cumulated dose at no X-ray
- Stopwatch

The second On-Screen Display on the life monitor in the examination room contains the buttons of the Xper ViewPad. The Xper ViewPad contains the preprogrammed function settings. The system is provides with two Xper Viewpads.

Features include:

- run and image selection
- file and run cycle
- selection of the review speed
- run and file overview
- active file selection
- delete run
- flagging for storage of file and run
- Subtraction on/off and image mask selection
- digital zoom
- store reference run or image to reference monitors
- switching of the On-Screen Displays
- recall reference images, which means switching control of Xper ViewPad function from life to reference monitor

Two Xper modules can be provided for use and the tableside and in the control room. Optionally, it is possible to connect in parallel up to three Xper Modules on the system. This module has a touch screen, which can be operated when covered with sterile covers.

Acquisition settings

Selection of Xper Setting, which incorporates a list of function settings to set frame rates and x-ray generation settings applicable for the type of the preferred intervention

Automatic Position Control (optional):

- Selection of a sequence of preprogrammed positions. The sequence of 10 projections is programmable under Xper Settings.
- Automatic positioning recall of the projection of the stand, that matches with the selected reference image.

Image Processing

Image Processing parameters can be adjusted on the Xper Module

Quantitative Analysis (optional)

Quantitative Analysis like coronary analysis, lef t ventricular and vessel analysis can be performed on the Xper Module

Interventional tools operation (optional)

The interventional tools like Allura 3D-RA, StentBoost, Allura 3D-CA and 3D-Roadmap can be operated from the Xper module

Xper Geometry Module
The Xper Geometry module can be positioned at all sides of the patient table, while keeping the button operation intuitive.
Features include:

- Tabletop float
- Table height position
- Table tilt angle if SyncraTilt option is provided
- Source Image Distance selection
- Xper Access flat detector rotation
- Gantry positioning
- Longitudinal movement of the Gantry along the ceiling
- Gantry rotation in an axis perpendicular to the ceiling
- Store and recall of two scratch gantry positions including SID
- Emergency stop button
- Execute button of the Automatic Positioning Control (APC)

Xper Imaging Module
The Xper Imaging module can also be positioned at three sides of the patient table, while keeping the button operation intuitive.
Features include:

- Fluoroscopy Flavor selection defined per Xper Setting
- Shutters and Wedge positioning on Last Image Hold
- Manual or automatic semitransparent wedge filter
- Xper Fluoro Storage and Grab
- Selection of the Detector field size
- Shutters positioning
- Reset of the fluoroscopy buzzer
- Subtraction and other vascular processing factors

Both Xper Geometry and Imaging modules are provided with a protection bar. This removable bar protects the buttons from unintended control.
The control room comprises a Xper Review Module, two LCD monitors, a keyboard, a mouse. The monitors are shared screens: the left monitor is the Xper data color monitor, and the right monitor is the Xper review B&W medical monitor.
Xper Review Module
The Xper Review Module offers the basic functions for review. The most prominent functions can be controlled by the push of a button.
Features include:

- Power on/off
- Tagarno wheel to control the review of a patient file
- File and run cycle
- Contrast, Brightness, and Edge enhancement settings
- File, Run, and Image stepping
- Run and file overview
- Image invert and digital zoom
- Go to original settings

- Reset fluoroscopy timer and enable/disable X-ray

Xper Data Monitor
The Xper data monitor is a 18 in. TFT-LCD color monitor. The Xper data monitor is part of a shared screen with the Xper review monitor. A standard keyboard and mouse control the user interface. The data monitor is intended as the patient data interface. The workflow is divided in scheduling, preparation, acquisition, review, report, and archive.

Features include:

- Stopwatch and Time
- System guidance information
- Dose Area Product (DAP) and Skin Dose, as dose rate during X-ray, and accumulative dose at no X-ray
- Frame speed settings, fluoroscopy mode, and accumulated fluoroscopy time
- Exposure and fluoroscopy settings as Voltage (kV), Current (mA) and pulse time (ms)
- Geometry information as rotation, angulation, and SID

Scheduling
In the scheduling page it is possible to add new patients. The patients can be listed and selected per date, physician, and intervention type. Previous DICOM patient studies can be uploaded with the DICOM Query Retrieve function in the Allura system.

Patient management protocols are flexible and allow for multiple studies to be selected under one patient identification number. This means that new studies can be appended to an earlier patient file. Furthermore, each study can contain multiple examinations to allow for split administrative purposes. Each examination contains multiple files, like acquisition file, reference file, and QA results file.

Preparation
The preparation page provides the information of the room and patient preparation of each individual physician. The preparation page is customizable per Xper Setting and allows each physician to provide his own room protocols. This preparation page makes hard copies of the protocol instructions redundant.

Acquisition
The acquisition page contains information on the current selected patient.

Review
The review page allows for reviewing of patients.

Features include:

- Previous examination cases
- Review of other DICOM XA or DICOM SC studies.

Archive
Clinical studies can be archived to a CD or a PACS. The archive process can be completely automated and customized with Xper Settings. Parameters like multiple destinations, archive formats can be selected to the individual needs and wishes for programming under the Xper Settings.

The Xper review monitor is a black and white monitor, which is shared with the color data monitor. The monitor is a 18"TFT-LCD B&W monitor.

Features include:

- Step through file, run, or images

- File, and run overview
- Contrast, brightness, and edge enhancement settings
- Flagging of runs or images for transfer
- Applying text annotation in images
- DICOM printing
- Executing Quantitative Analysis Packages if available
- DSA functionality

2nd Xper Module

Second Xper Module equal to the standard Xper Module
A selection of features include:

- Acquisition parameters as defined per Xper settings.
- Automatic Position Control (if option MCV 5531 is selected)
- Post-processing parameters include: contrast brightness edge enhancement and electronic shutters.
- For Quantitative analysis packages select MCV5641 MCV5651 or MCV5661. (MCV5661 for Allura Xper FD20 only)
- Select MCV6971 for Integris 3D-RA operations.
- Select MCV6982 for Stentboost operations.

Note: The Xper module can be used in the exam room at table side or in the control room. The Allura Xper FD20 system can also be used on the Xper Pedestal in the exam room on a swing-arm connected at either side of the AD-5 table with height and angle adjustable.

Continuous Autopush
The Continuous Autopush option provides an additional Image Processor Board for the Allura Xper system.

This archive accelerator makes sure that the background archiving continues with minimal disruptions. In the standard Allura Xper system background archive jobs are interrupted by functionality which requires the Image Processor as patient review acquisition fluoroscopy etc. This option i.e. a second Image Processor Board guarantees an almost continuous stream of image archiving. The result will be that archive jobs are finished quicker which means that images will be available on a PACS destination sooner for review.

Intercom
This option includes a separate intercom which is connected independently from the system that allows separate placement of the intercom at the preferred working position in the control room and examination room. The listen function can be separately selected on each intercom. Activating the talk function on a selected intercom automatically disables this function on the other intercom.

The Pan Handle
The Pan Handle is an extension of the control facility for floating movements of the table top in the INTEGRIS cardio vascular and neuro systems. A Pan Handle offers an assisting operation of the table top positioning in parallel with the standard Geometry T.S.O. module at table side. It can be attached anywhere to the table top and accessory rails without decreasing the floating range. The Pan Handle is connected at the table-base connection box in a master-slave configuration with the Geometry T.S.O. module. The connection offers a free choice of master and slave assignment. Any action at the master module will de-activate the slave module at once.

Features include:

- A Pan Handle with cable and connector
- A table-top attachment clamp
- An accessory-rail attachment clamp

Xres Vascular
Xres exploits the full benefits of dynamic digital flat detector imaging to enhance sharpness and contrast and has been designed to reduce noise in non subtracted fluoroscopy runs for vascular studies. The settings for Xres can be customized with regard to the image quality.

Features include:

- Xres processes images in real time its extremely powerful processor performs more than 350 millions calculations per second.
- Xres is a Philips unique image processing algorithm developed at Philips Research for medical application. Xres is used with Philips MR and US scanners next to Allura Xper systems.

Hardware and software
Second Set of Documentation
Set of black and white copies of all documents, comprising (if applicable).

Features include:

- user manuals
- service manuals
- system manuals
- test results

Floorplate AD5/7 F/P Assy
This unit is a prerequisite for the installation of the AD-5 table. This item can be ordered in advance in order to perform hospital room preparations in advance for the installations of the AD-5 table.

Cabinet box Quantity - 3
Pre-deliverable mounting material

CARDIO VASCULAR CABLE SET FOR 1-PL

Table Mounted Radiation shield
Table-mounted radiation shield for additional protection of physician and staff against scatter radiation. The shield consists of two protective parts: a lower shield and an upper shield. The shield is specially designed for use with the AD5 patient table.

Features include:

- Mounting to either the right or left table accessory rails;
- Pivoting into the required working position;
- Pivoting into the parking underneath the tabletop facilitating patient preparation;

Line #	Part #	Description	Qty

- The upper shield can be positioned upright providing optimal protection or can be folded down for free access to the patient.
- Lower shield measuring 70 cm high 80 cm wide 0.5 mm Pbequivalence;
- Upper shield measuring 40 cm high 50 cm wide 0.5 mm Pbequivalence;
- Mounting clamp;
- Docking device for wall mounting.

Expendable kit Quantity - 2
Pre-deliverable mounting material.

Blue Anti-Fatigue Floor Mat w/ Logo
Blue Anti-Fatigue Floor Mat w/ Logo

Clinical Education Program for Allura Systems

Essentials OffSite Education: Philips will provide up to two (2) Cardiovascular Technologists, Registered Technologists Registered Nurses, or other system operator as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and work-flow of the cardiovascular imaging system. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This class is a prerequisite to your equipment handover OnSite Education. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. In the event that an EP Navigator workstation has also been ordered, the offsite training course will be tailored to focus on the electrophysiology functionality of the FD system and the EPN workstation. Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292102 (CV Full Travel Pkg OffSite) is purchased with all OffSite courses

Handover OnSite Education: Philips Education Specialists will provide twenty-eight (28) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 28 hours, and must include the two OffSite education attendees. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. It is highly recommended for systems that are fully loaded or for customers with a large number of staff members to also purchase 989801292099 (CV Add OnSite Clin Educ 24h).

Education expires one (1) year from equipment installation date (or purchase date if sold separately). Ref #106107-100915

System 12 months warranty. System subject to availability and prior sale.

2	**NDSA500	**Upgrade kit to Release 7**	1

100132 DS Xper FD20 R 7.2

Line #	Part #	Description	Qty

This upgrade kit contains all the necessary items to upgrade the Allura Xper system to system release 7

Added Value of Xper R7 upgrade

1. Roadmap Pro. Roadmap Pro replacing existing Trace Subtract Functionality
2. Xres vascular. Standard on R7 systems for improved vascular fluoroscopy
3. Remote Alerting for Proactive Support Early, remote detection of deviations in the system, enabling a quick resolution
4. Remote View. Remote viewing and take-over functionality of the screens, for more efficient support for Clinical User & FSE
5. DICOM 2000. We comply to DICOM guidelines i.e. Presentation State for acquired and last seen views
6. ECG Triggering. EP Fluoro and EP acquisitions, triggered by ECG signal
7. Average Masking during acquisition. Mainly for neuro applications. To improve IQ of mask for subtraction
8. Zone dose display + reporting. Report skin dose of patient per zone. Cardiac use
9. BodyGuard improvements.To prevent movements being stopped unintentionally (i.a. BodyGuard Safe zone area)
10. Flip lateral image. Enables to flip the lateral image. Mainly FD20/10 for Neuro use
11. Less lab downtime (add. service items) e.g. calibration conversions
12. Pan Zoom at table side. Added Pan functionality on zoomed images
13. Multi-phase variable frame rate. Addition of 3 phase and possibility to toggle between 2 and 3 phase (real time)
14. Single shot foot pedal. Single shot acquisition available via the foot switch
15. Pixel shift, additional functionality. Apply pixel shift on both a single image or on a complete run
16. Annotations, additional functionality. Change font size, type etc
17. Additional field of views. Extension to 8 Field of Views for FD20 frontal (up to 7 for lateral)

3	**FDS0308	**19" Color LCD monitor in Exam**	3

19" flat panel color monitor.This LCD monitor is intended for viewing in the examination room and is designed for medical applications.

The main characteristics are:
- 19 inch Color TFT-LCD display
- Native format 1280x1024 SXGA
- Wide viewing angle (approx 170 degr)
- operated Brightness level 200 Cd/m2
- On Screen Display of control functions operated via touch buttons on front
- Internal power supply (90-264 VAC)

Compatible with:
- Standard PC format (RGBHV)
- DVI interface standard
- UL60601-1

Line #	Part #	Description	Qty

- Allura Cardio/Vascular systems

Mains connection: 110 - 240 V
Dimensions : 425(W)x375(H)x97(D) mm
Weight: 7 kg.
Colour: mushroom, front ultra dark grey

4 ****NDSA396** **Vascular Quant.Sw pkg(Xper)** **1**

Functions:

- vessel diameter / stenotic index
- automated vessel analysis
- calibration routines

In addition the package allows manual measurements of line lengths (absolute and ratio's) and angulations. Multiple measurements in one image are possible.
Compatible with:

- Allura Xper FD10 Rel 3 and FD10/10 Rel 2 onwards
- Allura Xper FD20 Rel 2 and FD20/10 Rel 2 onwards
- Allura CV20 R1 onwards

5 ****NDSA637** **Table is AD7** **1**

6 ****989600068672** **Clip rail 390 cm G-Stand** **1**

Ceiling rails with clip mounting and isolation parts length 390 cm.

7 ****NDSA014** **Maximus ROTALIX Ceramic grid switch tube 04/07** **1**

- Maximus ROTALIX Ceramic tube MRC 200 GS 0407 with anode heat storage capacity of 2.4 MHUand 0.4/0.7 mm. nominal focal spot values maximal 30 and 67 kW loading;
- Grid switching at dynamic pulsed fluoroscopy;
- Dose management with SpectraBeam filtration 0.2 0.5 1 mm mm CU eq.;
- Tube housing ROT-GS 1004 for oil-cooling with built-in thermal safety switch;
- Rotor control unit for continuous rotation ofthe anode disk;
- Cooling unit CU 3000 heat exchanger for direct andcontinuous forced cooling with oil;
- High Voltage cables;

8 ****NDSA012** **Short L-arm** **1**

Low-ceiling height adapter makes it possible to install the ceiling-mounted Integris Allura stand in a room with a height < 290 cm, > 270 cm .

NOTE: Not compatible with cine camera in combination with 30cm or 38cm Image Intensifier.

9 ****NDSA027** **2nd Reference LCD Display in the Examination Room** **1**

Line #	Part #	Description	Qty

Extension to 2 reference displays for Allura systems. Provides second set of reference images on extra LCD monitor controlled by infra-red remote-control viewpad. The number of reference images that can be stored per examination for each reference channel is configured by service up to a maximum of 999 images.

Comprising:

- Hardware and software for 2 reference channel
- 18 inch monochrome LCD monitor

10 **NDSA306 RIS / CIS DICOM interface 1

This package allows communication of the Allura Xper system with a local information system (CIS or RIS). The interfaceusesthe DICOM Worklist Management (DICOM WLM) and Modality Performed Procedure Step (DICOM MPPS) standards.

If a hospital has an Allura Xper system and an information system it can receive patient and examination request information from the information system and report examination results in order to:

- Eliminate the need for retyping patient information on the Allura Xper
- Prevent errors in typing patient names and registration numbers (ensuring consistency with IS information to prevent problems in archive clusters ortosearch fora name in case of later retrieval)
- Inform the IS about the acquired images and radiation dose
- Upon request from the Allura Xper system the complete worklist with all relevant patient and examination data is returned from the IS to the Allura Xper system. For each patient the following information will be shown on the Allura Xper after it has been retrieved from the IS:

Patient Identification:

- Patient name
- Patient ID
- Birth date
- Sex

Examination/Request Information:

- Accession number
- Scheduled procedure step start time
- Scheduled performing physician's name

It is possible at all times to enter patient demographics information manually within the Allura Xper system in case of an emergency or in case the local Information System connection is down.

On request of the clinical user the Integris will report the following information about the selected patient to the IS:
Patient Identification:

- Patient name
- Patient ID
- Birth date

Line #	Part #	Description	Qty

- Sex

Examination/Request Information:

- Accession number
- Performed procedure step status start/end date and time
- Performing physician's name
- Referenced image sequence

Radiation dose:

- Total time of fluoroscopy
- Accumulated fluoroscopy dose
- Accumulated exposure dose
- Total dose
- Total number of exposures
- Total number of frames

Further detailed information can be found in the Allura Xper DICOM Conformance Statement.

The interface requires an EasyLink (hardware and software) if the IS is not compliant withDICOM Work List Management and Modality Performed Procedure Step.

11 **NDSA330 Subtracted Bolus Chase 1

For visualisation of vessel structures when the blood flow is difficult to estimate, in particular in the lower peripherals.
Bolus Chase solves the problem of cumbersome step movements, the mismatch between blood flow and selected program, and lack of real-time image information.

During digital acquisition in non-subtracted mode with uninterupted real-time image display, the contrast bolus is followed (chased) interactively by a motorized table scan movement using a hand-hold speedcontroller to adapt the speed of the table scan to the contrast flow.

The framespeed can be adapted as well.
The bolusrun is followed with a maskrun while using the same speedcurve and framespeed as generated during the bolusrun. Viewing is possible in the subtracted and non-subtracted mode. If subtracted viewing is not required, the maskrun can be skipped.

Subtracted Bolus Chase gives fast, accurate results for increased patient throughput and improved patient management. Automated exposure control and precise speed control assure a high quality images and excellent subtraction studies.

Comprising:

- tabletop motordrive and hand-held speed controller
- automatic exposure control

12 **NDSA393 Aut. Pos. Contr. for table 1

Line #	Part #	Description	Qty

The Automatic Position Controller (APC) for the Xper table provides two modes of operation:

- Auto positioning. The tabletop position and table height will be adjusted automatically to the pre-defined default point of interest. This to save time and x-ray dose at the start of an exam or for setting up the system for rotation scans.
- Store/recall of a position of the table top. This includes the height-, longitudinal- and lateral position of the table top.

The option comprises:

- motor drives for movement of the table top
- software license to operate the function

13 **NDSA340 Monoplane FD Dual Fluoro 1

Dual Fluoro for Flat Detector systems

The Dual Fluoroscopy mode allows digitally processed fluoroscopy in parallel with trace subtract fluoroscopy, providing a non subtracted reference fluoro image for complex interventions.

This option provides an additional fluoro channel in parallel to the default fluoro channel. The Dual Fluoroscopy mode is selected via the Xper module.
The trace subtracted fluoro image will be displayed on the exam monitor, the non-subtracted fluoro image is displayed on the reference monitor.
In Dual Floro mode, the fluoroscopy image on the exam montitor can be zoomed digitally with a factor 2, providing a larger view of the region of interest for complex interventions. The fluoro zoom function is controlled via the Xper module.

14 **NDSA341 FD Smartmask 1

SmartMask simplifies the roadmapping procedures by overlaying on the live monitor fluoroscopy with a selected reference image.
The reference image can be faded in/out with variable intensity, controlled from tableside.
SmartMask uses the reference image displayed on the reference monitor.
Any previously acquired image can be used as reference.

SmartMask facilitates pre- and post- intervention comparisons to assess treatment results.

15 **NDSA403 Pivot for table base. 1

For angiographic- and interventional procedures of the upper peripherals.
Provides improved table access for patient transfer.
Allows pivoting of the table base around its vertical axes.
Pivot range from -90 degrees to + 180 degrees (or -180 to +90 degrees) with locked positions on 0, -13/+13 (facilitating arm-angiography) and -90/+90 and 180 degrees.

Comprising:

- pivot device with graduated scale.

To be mounted on the universal floor plate of the table.

Compatible with Xper Table

16 **NDSA175 Pulse catheterisation arm support 1

Line #	Part #	Description	Qty

Facilitates catheterization trough the pulse and provides room for placing catheterization instruments. It is a flat radio translucent board and is placed under the patient while a part projects at either the left or right side of the tabletop to support the arm.

Size: 100 x 85 cm
Material: carbon-fibre reinforced material

17	**FDS0034	**CS universal cable carrier**	2

Additional carrier for suspension of cable hose from X-ray tube assembly or TV monitor.

18	**NDSA213	**First Xper module is located in Examination Room**	1

First Xper module is located in Examination Room

19	**NDSA218	**Second Xper module is located in Control room**	1

Second Xper module is located in Control room

20	**NDSA153	**Two rows of 3 (6M)**	1
21	**NDSA382	**Ceiling Height < 290cm, >270cm**	1

Ceiling height is <290cm and >270cm

22	**NDSA255	**Standard Tabletop in Vascular mono**	1
23	**980306640009	**Blue Anti-Fatigue Floor Mat w/ Logo**	1

Blue Anti-Fatigue Floor Mat w/ Logo

24	**980406041009	**Rad Shield w/ Arm (Contoured) 61X76**	1

Contoured Rad Shield with Arm rest. 61X76

25	**989801220012	**Cable Spooler**	1
26	**989801220037	**M LED 3MC Light**	1

MAVIG M3 MC LED - Multi Color / power Supply Included
Includes Portegra2 Ext Spring Arm 75/90cm

27	**989801220064	**Medrad Xper Cable Rack Mnt**	1
28	**989801220078	**Medrad Provis Rack Mount**	1

The MARK V ProVis rack mount version is a contrast medium power injector which is dedicated for system integration.
The injector is accomplished with microprocessor control of the flow rate the volume and the pressure. A dual turret
syringe system is applied suitable for 2x150 ml disposable syringes.

Line #	Part #	Description	Qty

- flow rate can be set in ml/sec. ml/min. and ml/hour.
- display of achieved rate volume pressure and time.
- constant update and display of total injected contrast per patient
- injection programs can be stored and retrieved.

Comprising:

- electronic unit for rack mounting with power cable (3 m)
- injector head with controls heater system and cable (4.6 m)
- two disposable 150 ml syringes with pressure jackets and dual turret.
- control panel with cable (15 m)
- hand switch with coiled cable
- system interface cable 24 m with D connector
- rack mount installation kit
- table mount for injector power head of the injector MARK V ProVis
- Connector kit for injector head which is a kit for mounting the connector of the injector head extension cable at the connection box of the Angio DIAGNOST 5 table withcover for connection box of the AD5 for insulated mounting of the injector head connector
- mounting material
- injector head extension cable 18 m with mounting instructions for connector assembly

29 ****989801220080** **Portegra 2 360 Ceiling Column** **2**

Portegra 2 360 Column w/ trolley and ceiling track

30 ****989801292102** **CV Full Travel Pkg OffSite** **2**

Includes one (1) participant's airfare from North American customer location to Cleveland, Ohio, with lodging, ground transportation, and meal expenses. Breakfast/dinner provided by the hotel, and lunch/breaks are catered by Philips. All other expenses will be the responsibility of the attendee. Details are provided during the scheduling process. Note: Cancellation/rescheduling policy strictly enforced.

Education expires one (1) year from equipment installation date (or purchase date if sold separately).

31 **SP003** **Installation Labor** **1**

Saturday delivery support. Installation begins on the following Monday.

********PROMOTIONS********

Promotion Name	Description
Mono Closer Q4, 2012	All orders for this promotion must be received on or before December 28, 2012.

100132 DS Xper FD20 R 7.2

NET PRICE $634,839.02

Buying Group: MEDASSETS SUPPLY CHAIN SYSTEMS INC Contract #: EP 137

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is:_____.

If you do not issue formal purchase orders indicate by initialing here_____.

Tax Status:

Taxable_____ Tax Exempt_____

If Exempt, please indicate the Exemption Certification Number:_____, and attach a copy of the certificate.

Delivery/Installation Address:

_____

_____

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

Philips Standard Terms and Conditions of Sale

The products and services listed in the quotation are offered by Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") only under the terms and conditions described below.

1. Price; Taxes. The purchase price stated in the quotation does not include applicable sales, excise, use, or other taxes in effect or later levied. Customer shall provide Philips with an appropriate exemption certificate reasonably in advance of the date the product is available for delivery otherwise, Philips shall invoice Customer for those taxes, and Customer shall pay those taxes in accordance with the terms of the invoice.

2. Cancellation. Philips' cancellation policies are set forth in the applicable schedule attached to these Terms and Conditions of Sale.

3. Payment Terms.
3.1 Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will immediately pay such invoice on receipt for each product in accordance with the payment terms set forth in the applicable schedule attached to these Terms and Conditions of Sale:
3.2 Orders are subject to Philips' on-going credit review and approval.
3.3 Customer shall pay interest on any amount not paid when due at the maximum rate permitted by applicable law. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of the quotation following a Customer default or product cancellation under an order arising from the quotation, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.
3.4 Credit Card. Philips, at its discretion, will accept a credit card for payment on orders with a net value of $50,000 or less.

4. Trade - In. If Customer will be trading-in any equipment ("Trade-In"), then:
4.1 Customer represents and warrants that Customer has good and marketable title to such Trade-In;
4.2 Title to the Trade-In shall pass from Customer to Philips upon Philips making the new equipment available for first patient use. Removal of the Trade-In from Customer's site shall occur no later than the date Philips makes the new product available for first patient use, unless otherwise agreed in writing between Philips and the Customer; and
4.3 Notwithstanding anything to the contrary in any Business Associate Addendum ("BAA"), Customer represents and warrants that Customer has removed or de-identified all Protected Health Information ("PHI") from the Trade-In equipment as of the date the equipment is removed. To the extent Customer has not done so, Customer agrees to reimburse Philips for any out-of-pocket costs Philips incurs to remove or de-identify PHI from the Trade-In.
4.4 If (a) the condition of the Trade-In is not substantially the same when Philips removes the Trade-In (ordinary wear and tear excepted) as it was when Philips quoted the Trade-In value; or (b) Customer delays the removal of the Trade-In, then Philips may reduce the price quoted for such Trade-In or cancel the Trade-In and Customer will pay the adjustment amount within thirty (30) days of receipt of invoice.
4.5 If Philips does not receive possession of the Trade-In, Philips will charge Customer, and Customer will pay within thirty (30) days of receipt of invoice, the amount of the Trade-In allowance.
4.6 Evidence that Customer intends to trade in an asset as part of the purchase or lease of any product(s) shall be in the form of, but not limited to: (a) receiving a trade in quote and/or authorization from Philips on the value of the asset to be traded in; (b) providing Philips with serial numbers of assets to be traded in; and/or, (c) providing Philips with a de-installation date to remove an existing asset in order to install Philips quoted equipment.

5. Leases. If Customer desires to convert the purchase of any product to a lease, Customer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Philips not later than ninety (90) days prior to the date of the availability for delivery of major components of the product. The Customer is responsible for converting the transaction to a lease, and is required to secure the leasing company's approval of all of these Terms and Conditions of Sale. No product will be delivered to the Customer until Philips has received copies of the fully executed lease documents and has approved the same.

6. Security Interest. Customer hereby grants to Philips a purchase money security interest in the products until all payments have been made. Customer shall sign any financing statements or other documents necessary to perfect Philips' security interests in the products. Where permitted by applicable law, Customer's signature on the quotation or on a purchase order issued as a result of the quotation gives Philips the right to sign on Customer's behalf and file any financing statement or other documents to perfect Philips' security interest in the product.

7. Shipment and Risk of Loss.
7.1 The applicable schedule attached to these Terms and Conditions of Sale shall apply for delivery.
7.2 Title to any product (excluding software), and the risk of loss or damage to any product shall pass to the Customer F.O.B. destination. Customer shall obtain and pay for insurance covering such risks at destination.

8. Installation, Site Preparation, Remote Services.
8.1 **Installation.** Customer shall provide Philips full and free access to the installation site and suitable and safe space for the storage of the products before installation. Customer shall advise Philips of conditions at or near the site, including any hazardous materials, that could adversely affect the installation or pose a health or safety risk to Philips' personnel, and shall ensure that those conditions are corrected and hazardous materials removed, and that the site is fully prepared and available to Philips before installation work begins. Customer shall ensure, at no charge to Philips, that there are no obstacles preventing Philips from moving the product from the entrance of the Customer's premises to the installation site. Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work. The products will be installed during normal working hours. Philips will unpack the product, construct applicable pads (if required for certain products), connect the product to a safety switch or breaker to be installed by the Customer, and calibrate and test the product. If local labor conditions, including but not limited to a requirement to utilize union labor, require the use of non-Philips employees to participate in the installation of the product, then such participation of non-Philips employees shall be at Customer's expense. In such case, Philips will provide engineering supervision during the installation.

8.2 **Site Preparation.** Except where Philips has agreed in writing to provide construction services for a fee pursuant to a construction agreement and scope of work signed by Customer, Customer shall be responsible, at its expense, for the preparation of the installation site where the product will be installed including any required structural alterations. Customer shall provide any and all plumbing, carpentry work, conduit, wiring including communications and/or computer wiring, network equipment, power supply, surge suppression and power conditioning (except to the extent they are expressly included in the quotation), fire protection and environmental controls, ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the product. Site preparation shall be in compliance with all safety, electrical, RF or magnetic shielding and acoustical suppression and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of Customer. Customer, at its expense, shall obtain all permits and licenses required by federal, state, or local authorities in connection with the installation and operation of the product, including any certificate of need and zoning variances. PHILIPS MAKES NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE SITE IN WHICH THE PRODUCT IS TO BE INSTALLED OR USED. CUSTOMER INDEMNIFIES PHILIPS AGAINST ANY CLAIMS, INCLUDING SUBROGATION CLAIMS, ARISING FROM CUSTOMER'S SITE PREPARATION RESPONSIBILITIES.
8.3 **Remote Services Network ("RSN").** Customer will (a) provide Philips with a secure location at Customer's premises to store one Philips RSN router (or a Customer-owned router acceptable to Philips at Customer's option) for connection to the equipment and to Customer's network; and (b) at all times during the warranty period provide Philips with full and free access to the router and a dedicated broadband Internet access node, including but not limited to public and private interface access, suitable to establish a successful connection to the products through the Philips RSN and Customer's network for Philips' use in remote servicing of the product, remote assistance to personnel that operate the products, updating the products software, transmitting automated status notifications from the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips products and services and aggregation into services). Customer's failure to provide such access at the scheduled time will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or RSN access is provided. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the products.

9. Product Warranty.
9.1 If a separate product warranty page prints as part of this quotation, that product warranty applies to your purchase and is incorporated herein; otherwise Section 9.2-9.7 shall apply.
9.2 **Hardware/Systems.** Philips warrants to Customer that the Philips equipment (including its operating software) will perform in substantial compliance with its performance specifications in the documentation accompanying the products, for a period of 12 months beginning upon availability for first patient use.
9.3 **Stand-alone Licensed Software.** For a period of ninety (90) days from the date Philips makes Stand-alone Licensed Software available for first patient use, such Stand-alone Licensed Software shall substantially conform to the technical user manual that ships with the Stand-alone Licensed Software. "Stand-alone Licensed Software" means sales of Licensed Software without a contemporaneous purchase of a server for the Licensed Software. If Philips is not the installer of the Stand-alone Licensed Software, the foregoing warranty period shall commence upon shipment.
9.4 If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies Customer that the major components of the product are available for delivery, the warranty period begins on the thirty-first (31st) day following that date.
9.5 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer, upon Customer's request. Any refund will be paid to the Customer when the product is returned to Philips. Warranty service outside of normal working hours (i.e, 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.
9.6 This warranty is subject to the following conditions: the product (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips); (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product; and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software (except DAT file changes) running in connection with the Licensed Software without prior validation approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third party products furnished to Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described herein and in the applicable product-specific warranty document are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.
9.7 THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

10. Philips Proprietary Service Materials. Any Philips maintenance or service software and documentation provided with the product and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the products or to assist Philips and its authorized agents to maintain and to service the products under warranty or a separate support agreement with Customer. Customer agrees to restrict access to such software and documentation to Philips' employees and those of Philips' authorized agents only and to permit Philips to remove its Proprietary Service Materials upon request.

11. Patent Infringement Claims.
11.1 Philips shall indemnify, defend, and hold harmless Customer against any new claim that a Philips Product provided in the quotation infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim; (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim; and (c) gives Philips sole control of the defense or settlement of the claim.
11.2 The provisions of this section shall not apply if the product is sold or transferred.
11.3 If (a) a Philips' Product is found or believed by Philips to infringe such a claim; or, (b) Customer has been enjoined from using the Philips Product pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option, (i) procure the right for Customer to use the product, (ii) replace or modify the product to avoid infringement, or (iii) refund to Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the product by Customer or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with any other product; if infringement would have been avoided by the use of a current unaltered release of the products; or use of the Philips Product after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement. Philips will not be liable for any claim where the damages sought are based directly or indirectly upon the quantity or value of products manufactured by means of the products purchased under this quotation, or based upon the amount of use of the product regardless of whether such claim alleges the product or its use infringes or contributes to the infringement of such claim. The terms in this section state Philips' entire obligation and liability for claims of infringement, and Customer's sole remedy in the event of a claim of infringement.

12. Limitation of Liability. THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE.
THIS LIMITATION SHALL NOT APPLY TO:
(a) THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT;
(b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY DAMAGE;
(c) OUT-OF-POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXENT SUCH NOTICES ARE CAUSED BY PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI; and,
(d) FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNATHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

13. DISCLAIMER. IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

14. Confidentiality. Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers and/or its patients, and the quotation and its terms, including the pricing terms under which Customer has agreed to purchase the products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The obligation to maintain the confidentiality of such information shall not extend that (a) is or becomes generally available to the public without violation of this Agreement or any other obligation of confidentiality or (b) is lawfully obtained by the receiving Party from a third party without any breach of confidentiality or violation of law.

15. Compliance with Laws & Privacy.
15.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to affirmative action, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).
15.2 In the course of providing project implementation related services and/or warranty services to Customer, hereunder, it may be necessary for Philips to have access to, view and/or download computer files from the products that might contain Personal Data. "Personal Data" means information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (i.e. images, heart monitor data, and medical record number) and non-health information (i.e. date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its project implementation related service, warranty service and/or warranty obligations hereunder.
15.3 It is Customer's responsibility to notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act ("ARRA"). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the order is funded under ARRA on its purchase order or other document issued by Customer.

16. Excluded Provider. Philips represents and warrants that Philips, its employees and subcontractors, are not debarred, excluded, suspended or otherwise ineligible to participate in a federal health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer when it becomes aware that Philips or any of its employees or subcontractors, providing services hereunder, have become an Excluded Provider whereupon Customer may terminate this order by express written notice for product and services not yet shipped or rendered.

17. General Terms. The following additional terms shall be applicable to the purchase of a product:
17.1 **Force Majeure.** Each party shall be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.
17.2 **Bankruptcy.** If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Philips shall remain in effect.
17.3 **Assignment.** Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of Philips, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect.
17.4 **Export.** Customer shall assume sole responsibility for obtaining any required export authorizations in connection with Customer's export of the products from the country of delivery.
17.5 **Governing Law.** All transactions contemplated by the quotation shall be governed by the laws of the state where the equipment will be installed, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, ITS SUCCESSSORS' AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.
17.6 **Entire Agreement.** These Terms and Conditions of Sale, the terms and conditions set forth in the quotation and the applicable Philips' product-specific warranty document constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation. The pricing in the quotation is based upon the terms and conditions in the quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by the quotation.
17.7 **Headings.** The headings in the quotation are intended for convenience only and shall not be used to interpret the quotation.
17.8 **Severability.** If any provision of the quotation is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.
17.9 **Notices.** Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth in the quotation.
17.10 **Performance.** The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of the quotation.
17.11 **Obligations.** Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. Customer will not exercise any right of offset in connection with the terms and conditions in the quotation or in connection with any other agreement, contract, or account with Philips.
17.12 **Additional Terms.** The Product specific schedules listed below are incorporated herein as they apply to the equipment listed on the quotation and their additional terms shall apply solely to Customer's purchase of the products specified therein.
If any terms set forth in a schedule conflict with terms set forth in these Terms and Conditions of Sale, the terms set forth in the schedule shall govern:
(a) Schedule 1: Xcelera, Xper IM, Cardiovascular Information System (CVIS) and TraceMasterVue EKG Storage System (TMV) Products.

LICENSED SOFTWARE

1. License Grant.
1.1 Subject to any usage limitations for the Licensed Software set forth on the product description of the quotation, Philips grants to Customer a nonexclusive and non-transferable right and license to use the computer software package ("Licensed Software") in accordance with the terms of the quotation. The License shall continue for as long as Customer continues to own the product, except that Philips may terminate the License if Customer is in breach or default. Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.
1.2 The License does not include any right to use the Licensed Software for purposes other than the operation of the product. Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Except as otherwise provided under section 1.6, Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.
1.3 The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software.
1.4 Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified on the quotation. Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third party license agreements.
1.5 The Licensed Software shall be used only on the product(s) referenced in the quotation.
1.6 Customer may transfer the Licensed Software in connection with sale of the product to a healthcare provider who accepts all of the terms and conditions of this License; provided that Customer is not in breach or default of this License, the Terms and Conditions of Sale, or any payment obligation to Philips.

2. Modifications.
2.1 If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.
2.2 The Licensed Software is licensed to Customer on the basis that (i) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (ii) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

071612 (Rev I)

Schedule 1

Interventional X-Ray (iXR), Diagnostic X-Ray (DXR), Computed Tomography (CT), Magnetic Resonance (MR), Positron Emission Tomography (PET), Nuclear Medicine (NM), Radiation Oncology (PROS), Women's Healthcare (WHC), and Ultrasound (US) products (including Image Guided Intervention and Therapy (IGIT) Products)

1. Payment Terms.
Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will pay such invoice on receipt, as follows:
1.1 For Interventional X-Ray (iXR), Diagnostic X-Ray (DXR), Computed Tomography (CT), Magnetic Resonance (MR), Positron Emission Tomography (PET), Nuclear Medicine (NM), Radiation Oncology (PROS), and Women's Healthcare (WHC):
(a) 10% of the purchase price shall be due with Customer's acceptance of the quotation.
(b) 70% of the purchase price shall be due on delivery of the major components of the product. Product installation will not begin until Customer has paid this portion of the purchase price.
(c) 20% of the purchase price shall be due when the product is available for first patient use. Available for first patient use means the product has been installed and substantially meets Philips' published specifications.
1.2 For Ultrasound(US) products (including IGIT Products):
(a) 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.
1.3 If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies customer that the major components of the product are available for delivery, the unpaid portion of the purchase price shall be due on the thirty-first (31st) day following such date.

2. Cancellation. The quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by Philips. If Customer cancels an order prior to product shipment, Customer shall pay a cancellation charge of fifteen percent (15%) of the net order price. Orders are non-cancellable for products shipped.

3. Delivery.
3.1 Philips will use reasonable efforts to ship the product to the Customer by: (a) by the mutually agreed upon shipment date; or (b) by the date stated in the quotation; or (c) as otherwise agreed in writing. Philips will ship the product according to Philips' standard commercial practices. Philips will deliver the equipment during normal working hours, 8:00 - 5:00 PM, in the time zone where the Customer is located. Philips may make partial shipments. Philips will pay shipping costs associated with product shipment.
3.2 Prior to the shipment of any product, Philips may change the construction or the design of the product without notice to the Customer so long as the function, footprint, and performance of the product are not substantially altered.
3.3 If Customer requests a delay in the date major components of the product are available for delivery, then Philips will place the product in storage and the unpaid portion of the purchase price shall be due. Customer will reimburse Philips for all storage fees incurred upon receipt of invoice.

4. Additional Customer Installation Obligations for Magnetic Resonance.
4.1 Customer shall provide any and all Site preparation and shall be in compliance with all RF or magnetic shielding and acoustical suppression and building codes relevant to the product and its installation and use.
4.2 Customer's contractor or Customer's architect is required to provide detailed information on the proposed Helium Exhaust Pipe for their MRI system prior to installation to ensure safety specifications are being met.
Required Details include:
(a) Architectural drawing or sketch with complete dimensions including lengths, bending radii, bending angles, and pipe diameters for entire Helium Exhaust Pipe run from RF enclosure to discharge location.
(b) Completed Helium Exhaust Pipe Verification Checklist (Provided by Local Philips Project Manager)
(c) Picture showing the area where the Helium Exhaust Pipe will discharge.
4.3 Magnets will not be released for delivery unless and until Helium Exhaust Pipe details are provided for verification and have been confirmed to meet all life safety specifications.

5. Additional Terms Related to Sales of IGIT Products.
5.1 As part of installation, Philips will connect the IGIT product to such DICOM compatible scanners as Customer may designate (in writing), including CT and MR scanners and, if ultrasound navigation is included in the product, an iU22 ultrasound system.
5.2 If Customer requires that Philips connect the IGIT product to more than two (2) scanners or other devices, then Philips shall invoice Customer and Customer shall pay for installation services at Philips' then-current daily service rate. Additionally, Customer shall (a) make the scanner(s) the Customer has designated available to Philips' installation representative, (b) create and provide a data set of the installation phantom on or before the installation date, and (c) have its IT representative available to assist in connecting the IGIT product to Customer's DICOM devices during the agreed installation time. If such installation and connection is delayed due to Customer failing in its obligations described in this section, then Philips may invoice Customer and Customer shall pay either for (a) any time that Philips spends waiting at the site for such obligation to be fulfilled, at Philips' then-current service rate, or (b) reasonable travel expenses if Philips has to reschedule such installation.
5.3 Training on the IGIT Product is not included with the purchase of the IGIT product unless it is separately identified on the quotation.

6. Additional Terms Related to Sales of the IntelliSpace Breast Solution, including the MammoDiagnost VU.
6.1 **Installation.** Philips will install the IntelliSpace Breast Solution and perform installation tests on the application running with the hardware provided as part of the solution, including the MammoDiagnost VU. Philips also configures and provides interfaces to the equipment and information systems set forth in a statement of work signed by Philips and the Customer. Interfaces set forth in Subsection 6.2 below are Customer's responsibility and are not part of Parts installation deliverables.
6.2 **Customer's Interface Obligations for Third Party RIS and MIS Applications.** Customer is responsible to develop and implement interfaces from the Licensed Software running on the client workstation to any third party Radiology Information System ("RIS") or Mammography Information System ("MIS") or to contract with the RIS and/or MIS vendor to have them perform these interface obligations on Customer's behalf. Interfacing the solution from the solutions server is not permitted. Philips shall provide Customer an API toolkit for the Licensed Software to aide Customer to perform such interface tasks. The successful and reasonably timely completion of these projects takes good faith efforts on the part of both Philips and Customer, especially when Customer has third party interfaces to develop and implement. A project implementation plan is based on completion dates mutually agreed by the parties that should be

reflective of the obligations of both parties. These dates are entered into the project implementation plan for this solution (the "Project Implementation Plan"). In the event Customer has not fulfilled its interface obligations by the dates set forth in the Project Implementation Plan, Customer will sign Philips' acceptance (MDIR) document for the Philips deliverables sold and pay the final payment described in Subsection 1.1(c), provided that Philips has installed the Philips deliverables and provided the interfaces Philips is responsible for pursuant to Subsection 6.1, and that the Philips deliverables substantially meet Philips' published specifications.

6.3 **Prior Validation of Operating System Updates and/or Upgrades.** Patches introduced by operating system oem's or upgrades to anti-virus software can impact the performance and functionality of the applications that run on them and affect patient safety. Philips shall perform validation testing of certain Microsoft operating systems and MacAfee anti-virus software during the warranty period. Philips shall have no obligation to validate any other third party operating system or anti-virus software. Customer shall not install or use (a) operating system patches, updates or upgrades; (b) anti-virus updates (except to the DAT files, i.e., virus definitions); or, (c) upgrades to anti-virus search engines, collectively (a)-(b) prior to validation testing and approval by Philips ("Unauthorized Updates"). Philips shall have no liability, including, without limitation, for warranty claims, arising from use of the Licensed Software with Unauthorized Updates. In the event Philips discovers that Customer is using an Unauthorized Update with the Licensed Software, Philips shall have the right to require Customer to roll back to the most recently validated versions of operating systems and anti-virus, prior to performing any support.

6.4 **Customer's Network Connectivity Obligations.** Customer must have network connectivity between the IntelliSpace Breast solution server, the client workstation, and the optional DynaCAD server of not less than 1GB/s, and all three systems must be on the same subnet. A connection of no less than 100 MB/s is required between the IntelliSpace Breast solution and the hospital network. However for optimal performance a 1GB/s network between the IntelliSpace Breast and the hospital network is recommended.

6.5 **RSN Warranty Condition Requirement.** As a condition to receiving warranty service on this solution, Customer agrees it shall use Philips Remote Service Network ("RSN") service to enable Philips to access the system to perform its support obligations.

PHILIPS PRODUCT WARRANTY

CARDIOVASCULAR (CV) SYSTEMS

This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached. The terms and conditions of the quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation.

TWELVE-MONTH SYSTEM WARRANTY
Philips warrants to Customer that the Philips Vascular and Cardiac Systems (the "System") as delivered to Customer will perform in substantial compliance with its performance specifications for a period of twelve (12) months upon first patient use. Any glassware or flat detectors provided with the System is subject to special warranty terms set forth below.

PLANNED MAINTENANCE
During the warranty period, Philips personnel will schedule planned maintenance visits, in advance, at a mutually agreeable time on weekdays, between 8:00 A.M. and 5:00 P.M. local time, excluding Philips observed holidays.

SYSTEM UPGRADES
Any commercially available upgrade to the System which is hereafter installed by Philips during the original term of the System warranty shall be subject to the warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire on the later of: a) upon termination of the initial twelve (12) month warranty period for the System on which the upgrade is installed or b) after ninety (90) days for parts only from the date of installation.

MRC X-RAY TUBES
Philips warrants to Customer, for the warranty periods further specified in this section, that the Philips X-Ray tube will be substantially free from defects in material and manufacturing workmanship, which impair performance under normal use as specified in Philips product descriptions and specifications.

The warranty period for MRC tubes provided with Customer's purchase of a new or refurbished X-ray system shall be the shorter of thirty-six (36) months after installation or thirty-eight (38) months after date of shipment from Philips. The warranty period for purchases of replacement tubes shall be the shorter of twelve (12) months after installation or fourteen (14) months after date of shipment from Philips.

MRC TUBE WARRANTY EXCLUSION
The above warranty shall not apply to X-ray tubes outside the United States and Canada. Philips' obligations under the product warranty do not apply to any product defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with loss, or damage in transit; improper site preparation; unauthorized maintenance or Philips' applicable product specifications and written instructions; abuse, negligence, accident, modifications to the product; or, to viruses or similar software interference resulting from the connection of the product to a network.

MRC TUBE WARRANTY REMEDIES
If a tube is found to fail during the warranty period, and if, in the best judgment of Philips, the failure is not due to neglect, accident, improper installation, use contrary to instructions, or the exclusions stated above, Philips' tube warranty liability hereunder is limited to, at Philips option, the repair or replacement of the tube. Any replacement tube would have a warranty period equal to the balance of the warranty period left on the tube replaced.

IMAGE INTENSIFIER TUBES
Philips warrants the image intensifier tubes provided with the System, if any, will be free from defects in material and manufacturing workmanship for twenty-four (24) months. Claims must be made within twenty-four (24) months after installation or twenty-seven (27) months after date of shipment from Philips, whichever occurs first. If an image intensifier tube fails to meet this warranty, as Customer's sole and exclusive remedy, upon return of the tube, Philips will provide a prorated credit towards the purchase of a replacement tube from Philips as follows:

USAGE				CREDIT
0	to within	12	months	100%
12	to within	13	months	50%
13	to within	14	months	46%
14	to within	15	months	42%
15	to within	16	months	37%
16	to within	17	months	33%
17	to within	18	months	29%
18	to within	19	months	25%
19	to within	20	months	21%
20	to within	21	months	17%
21	to within	22	months	12%
22	to within	23	months	8%
23	to within	24	months	4%

Tubes received by Philips under this warranty that are found to meet all test specifications will be returned to the Customer and the warranty will continue as of the original date of installation. Examination of the returned tube may necessitate its destruction, but Philips' liability shall, in any case be limited to repair or replacement as aforesaid, only if in its sole opinion the tube has been properly used, installed and applied and has not been subjected to neglect, accident, or improper installation, or use. Transportation charges and risk of loss, both ways, of returned or replaced tubes shall be at the expense of the Customer.

DYNAMIC FLAT DETECTORS
Philips warrants the flat detectors provided with the System, if any, will be free from defects in material and manufacturing workmanship for twelve (12) months. Claims must be made within twelve (12) months after installation or fifteen (15) months after date of shipment from Philips, whichever occurs first. If a detector fails to meet this warranty, as Customer's sole and exclusive remedy, upon return of the detector, Philips will provide Customer a replacement detector at no additional charge.

SYSTEM SOFTWARE AND SOFTWARE UPDATES
The software provided with the System will be the latest version of the standard software available for that System as of the 90th day prior to the date the System is delivered to Customer. Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.

All software is and shall remain the sole property of Philips or its software suppliers. Use of the software is subject to the terms of a separate software license agreement. Customer must sign all such license agreements prior to or upon the delivery of the product. No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.

Any Philips maintenance or service software and documentation provided with the product and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System. Customer agrees to restrict the access to such software and documentation to Philips' employees and those of its authorized agents, and to authorized employees of Customer only.

WARRANTY LIMITATIONS
Philips' obligations under the System warranty are limited, at Philips' option, to the repair or the replacement of the System or a portion thereof, or to a credit or refund of a portion of the purchase price paid by Customer. Any refund or credit will be paid to Customer when the System is returned to Philips. Certain of the parts used in the manufacture or installation of, or in the replacement parts for, this System may contain refurbished components. If such components are used, they will be subject to the same quality control and inspection procedures as all other components in the System. Any System warranty is made on condition that Philips receives written notice of a System defect during the warranty period, and within thirty (30) days following the discovery of the defect by Customer. Philips' obligations under the System warranty do not apply to any System defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with loss, or damage in transit; improper site preparation; unauthorized maintenance or Philips' applicable product specifications and written instructions; abuse, negligence, accident, modifications to the System; or to viruses or similar software interference resulting from the connection of the product to a network. Philips does not provide a warranty for any such third party products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described above are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a System warranty. Repairs or replacement parts do not extend the term of this warranty.

THE WARRANTIES SET FORTH IN THIS WARRANTY DOCUMENT WITH RESPECT TO THE SYSTEM (INCLUDING THE SOFTWARE PROVIDED WITH THE SYSTEM), GLASSWARE, AND DETECTORS ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE SYSTEM, SOFTWARE, GLASSWARE, DETECTORS, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ACCESS TO SYSTEM
Philips shall have full, free and safe access to the System and Customer's operation, performance and maintenance records for the System, on each scheduled or requested warranty service visit. Philips shall also have access to and use of any machine, service, attachment, features or other equipment required to perform the necessary service contemplated herein at no charge to Philips. Customer waives warranty service if it does not provide such access to the System and Customer's records. Should Philips be denied access to the System and Customer's records at the agreed upon time, a charge equal to the appropriate hourly rate will be accepted by Customer for "waiting time."

WARRANTY SERVICE
In the event it is not possible to accomplish warranty service within normal working hours (8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips observed holidays), or in the event Customer specifically requests that warranty service be performed outside of Philips normal working hours, Customer agrees to pay for such services at Philips standard service rates in effect. Maintenance Agreements are available for extended coverage.

TRANSFER OF SYSTEM
In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation. Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications. Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed. Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.

CONDITIONS
This warranty is subject to the following conditions: the System (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips), (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips written instructions and for the purpose for which the products were intended, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the System, and (d) Customer is to notify Philips immediately in the event the System at any time fails to meet its printed performance specifications.

LIMITATIONS OF LIABILITY AND DISCLAIMERS
The liability, if any, of Philips AND ITS AFFILIATES for damages whether arising from breach of the terms in the quotation, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the products and services is limited to an amount not to exceed the price of the product or service giving rise to the liability.

IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF THE TERMS IN THIS QUOTATION, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE PROVIDED TO THE CUSTOMER.

FORCE MAJEURE
Philips and Customer shall each be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to: acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.

Philips system specifications are subject to change without notice Document Number 4535 983 03234 999

Non Disclosure Agreement for Philips Confidential Pricing Information

The parties specified below agree to the following terms:

A. Philips

Name	Philips Healthcare, a division of Philips Electronics North America Corporation
Address	22100 Bothell-Everett Highway, Bothell, WA 98021 United States of America

B. Company

Name	REX HEALTH CARE
Address	4420 LAKE BOONE TRAIL RALEIGH, NC 27607-6599

C. Confidential Information

Authorized Purpose	To evaluate Philips' confidential information relating to pricing for imaging equipment ("Pricing") in connection with the potential purchase of such imaging equipment.
Period	Begins on the date Pricing is first disclosed and continues for 5 years from date Pricing is last disclosed.

D. Philips Contact

Name	Bethann Griffith-Subik
Title	
Telephone	(919) 677-9046
Fax	(919) 677-9047
e-mail	
Signature	

Company Contact

Name	
Title	
Telephone	
Fax	
e-mail	
Signature	

1. The following terms and conditions (the "Agreement") apply to Pricing disclosed by Philips and its Affiliates ("Philips") to Company and its Affiliates ("Company"), in connection with the Authorized Purpose.

   (a) Subject to Philips' prior written consent, Company may disclose, or request that Philips disclose, Pricing to Company's Affiliates that need to know the Pricing for carrying out the Authorized Purpose, provided they are advised of and agree to be bound by this Agreement. Company is responsible for any breach of this Agreement by its Affiliates.

   (b) An Affiliate is any corporation, company, or other entity, that: (i) is under the Control of a party hereto; or (ii) has Control of a party hereto; or (iii) is under common Control with a party hereto. For this purpose "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such are owned or controlled, directly or

2. Philips may disclose Pricing to Company with respect to the Authorized Purpose in writing, orally, or otherwise. All information is assumed to be Pricing, and confidential, if the confidential or proprietary nature is reasonable under the circumstances.
3. All Pricing disclosed by Philips shall remain Philips' the property. Company does not, by implication, estoppel, or otherwise, acquire any intellectual property right, title, or ownership, nor a license to any such intellectual property right, with respect to any Pricing disclosed by Philips hereunder.

   ALL PRICING IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY WHATSOEVER. PHILIPS SHALL HAVE NO LIABILITY WHATSOEVER RESULTING FROM THE USE OF THE INFORMATION PROVIDED.
4. Company shall:
   (a) not use the Pricing for any purpose other than the Authorized Purpose;
   (b) not disclose the Pricing to any third party;
   (c) protect the Pricing against disclosure in the same manner and with the same degree of care with which Company protects its own confidential information but not less than a reasonable degree of care; and
   (d) limit circulation of the Pricing to Company's employees as have a need to know in connection with the Authorized Purpose.

   These obligations shall survive the termination of this Agreement. Philips may terminate this Agreement at any time by means of a written notice to Company. Company shall return to Philips, or certify destruction of, all Pricing, immediately upon termination or expiration of this Agreement.
5. Information disclosed by Philips to Company pursuant to this Agreement shall not be confidential to the extent that the information:
   (a) is or becomes part of the public domain without violation of this Agreement or any other obligation of confidentiality;
   (b) is known by Company prior to disclosure by Philips;
   (c) is lawfully obtained by Company from a third party without any breach of confidentiality or violation of law; or
   (d) is developed by Company completely independently of any such disclosure by Philips.
6. If Company is required, pursuant to administrative or judicial action or subpoena, to disclose the Pricing, Company shall use its best efforts to maintain the confidentiality of the Pricing, e.g. by asserting in such action any applicable privileges. Immediately after gaining knowledge or receiving notice of such action or subpoena, Company shall notify Philips and give Philips the opportunity to seek any other legal remedies so as to maintain such Pricing in confidence, including a reasonable protective order.
7. Company may not transfer or assign any or all of its rights and/or obligations or delegate the performance of any or all of its obligations under this Agreement, directly or indirectly, through acquisition, merger or otherwise, without the prior written consent of Philips. Any transfer, assignment or delegation in contravention of the foregoing shall be void.
8. Company shall not disclose, export or release the Pricing in contravention of any applicable laws or regulations.
9. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions.
10. This Agreement contains the entire understanding of the parties and supersedes any previous understandings or agreements with respect to the subject matter hereof. This Agreement may be amended only in writing signed by authorized representatives of each party.

PROPOSED TOTAL CAPITAL COST OF PROJECT

Project Name: Vascular Lab Replacement and Relocation (VI Room #2)

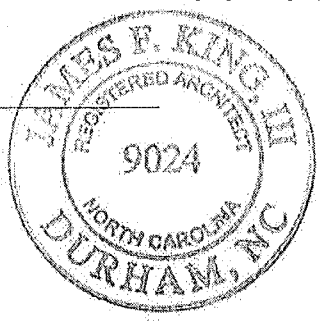
Provider/Company: Rex Hospital, Inc.

A. **Site Costs**		
(1) Full purchase price of land.....		$_____
Acres _____ Price per Acre	$_____	
(2) Closing costs.....		$_____
(3) Site Inspection and Survey.....		$_____
(4) Legal fees and subsoil investigation		$_____
(5) Site Preparation Costs		
Soil Borings.....	$_____	
Clearing-Earthwork...	$_____	
Fine Grade For Slab...	$_____	
Roads-Paving.....	$_____	
Concrete Sidewalks....	$_____	
Water and Sewer.....	$_____	
Footing Excavation....	$_____	
Footing Backfill.....	$_____	
Termite Treatment....	$_____	
Other (Specify).....	$_____	
Sub-Total Site Preparation Costs		$_____
(6) Other (Specify)		$_____
(7) **Sub-Total Site Costs**		
		$_____
B. **Construction Contract**		
(8) Cost of Materials		
General Requirements	$ 38,773.90	
Concrete/Masonry	$ 4,125.00	
Woods/Doors & Windows/Finishes	$ 61,784.50	
Thermal & Moisture Protection	$_____	
Equipment/Specialty Items	$_____	
Mechanical/Electrical	$209,050.37	
Other (Plumbing)	$ 8,448.00	
Sub-Total Cost of Materials.....		$322,181.77
(9) Cost of Labor.....		$264,840.56
(10) Other (Specify)		$ 1,512.50- Demolition
(11) **Sub-Total Construction Contract**		$588,534.83*See attached certified cost estimate
C. **Miscellaneous Project Costs**		
(12) Building Purchase.....		$_____
(13) Fixed Equipment Purchase/Lease		$634,893.02
(14) Movable Equipment Purchase/Lease		$ 43,000.00
(15) Furniture		$_____
(16) Landscaping		$_____
(17) Consultant Fees		
Architect and Engineering Fees	$ 81,720.00	
Legal Fees.....	$_____	
Market Analysis.....	$_____	
Sub-Total Consultant Fees.....		$ 81,720.00
(18) Financing Costs (e.g. Bond, Loan, etc.).		$_____
(19) Interest During Construction.		$_____
(20) Other (Specify)		$ 13,500.00 - IT
		$ 450.00 - Signage
		$150,000.00 - Construction Contingency
		$ 4,200.00 - Deinstallation and Removal
(21) **Sub-Total Miscellaneous..**		$927,763.02
(22) **Total Capital Cost of Project** (Sum A-C above)		$1,516,297.85

I certify that, to the best of my knowledge, the above construction related costs of the proposed project named above are complete and correct.* See attached Certified Cost Estimate

James F. King, III

(Signature of Licensed Architect or Engineer)



I assure that, to the best of my knowledge, the above capital costs for the proposed project are complete and correct and that it is my intent to carry out the proposed project as described.

Bennett M Spx

(Signature of Officer Authorized to Represent Provider/Company)

CFO

(Title of Officer)

RGG ARCHITECTS

December 4, 2012

Will Pittman
Rex Healthcare
4420 Lake Boone Trail
Raleigh, North Carolina 27607

Re: **Cost Certification**
VI Room Replacement and Relocation

Dear Mr. Pittman:

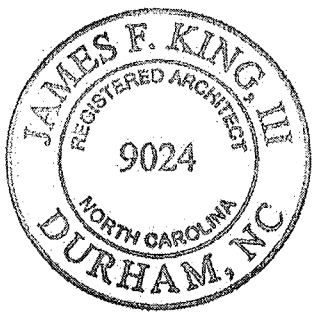
At your request, I have reviewed the scope of work for Rex Hospital's project to replace existing vascular lab equipment in one of Rex Hospital's existing vascular interventional rooms and relocate this one vascular interventional room ("VI Room"), which includes the replacement equipment, from its current location in the main hospital to available space within that same main hospital in Raleigh, NC.

As a licensed architect in the State of North Carolina, I have reviewed the construction costs for this project and hereby certify, to the best of my knowledge, information, and belief, the estimated costs are complete and reasonable. Based on historical cost data, our experience with the costs on comparative health care projects, and published construction costing data, the probable cost for the general construction is $588,534.83.

This figure of $588,534.83 is the total construction costs associated with the VI Room and its related control room (which total 820 square feet), and is broken down in the separate certified cost estimate for this project.

If RGG Architects may assist you further with this project or you need any additional information, please contact me.

Sincerely,
RGG Architects, PLLC



James F. King, III AIA
Project Architect

PHILIPS

Ms. Diana Massa
Director of Diagnostic and Heart and Vascular Services
Rex Healthcare
4420 Lake Boone Trail
Raleigh, NC. 27607

Philips Healthcare

Atlanta Zone Office
13560 Morris Road
Suite 2100
Alpharetta, GA. 30004

Date: 12/06/2012

Dear Ms. Massa,

The purpose of this letter is to confirm that Philips Healthcare Refurbished Systems will be responsible for removing your Philip's MultiDiagnost 4, serial number 4652880/000330, installed at Rex Hospital in Raleigh, as part of your purchase of Philip's refurbished DS Xper FD20 R 7.2. The cost for the deinstallation and removal of the existing equipment is $4,200.00, which is in addition to the cost of the replacement equipment totaling $634,839.02. Please see the attached quote for the deinstallation and removal. There are no additional costs for deinstallation and removal.

We will work closely with you to insure proper timing of the deinstallation. It is understood that Philips will take possession of the existing equipment and will permanently remove it from the State of North Carolina. Philips will not sell the existing equipment to any North Carolina facility unless the facility has the appropriate Certificate of Need approval.

Sincerely,

Beth Griffith-Subik
Philips Healthcare Account Manager Raleigh, NC

Philips Refurbished Systems Contact Information
Refurbished Systems
Philips Healthcare
595 Miner Rd.
Cleveland, OH 44143
Tel: 440-483-7410

Philips Healthcare
22100 Bothell Everett Highway
P.O Box 3003 98041-3003
Bothell, WA 98021-8431

PHILIPS

CUSTOMerCARE
Service Solutions

Customer Quote **Rex MD4 remove** **Date: 12/6/2012**

Invoice Address
Rex Healthcare
4420 Lake Boone Trail
Raleigh NC 27607

Site ID: 101759 **Ship to Address**
Same

Line Item	Description Please refer to pages provided with this quotation for detailed Line Item Descriptions.	Quantity
1	Room removal and de-installation	1

Customer price for the goods and services quoted: $ 4200.00 USD

This price is valid until **January 30, 2013** . Price shown shall be subject to all applicable taxes. Payment in full is due upon receipt of invoice from Philips.

SERVICES PROVIDED ARE SUBJECT TO THE TERMS AND CONDITIONS PROVIDED WITH THIS QUOTATION. YOUR SIGNATURE BELOW INDICATES ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Accepted by

Sign _____

Name _____

Title _____

Date _____

P.O. Number _____

This quotation is respectfully presented for your consideration by

Your Local Philips Healthcare Field Engineer, Martin Little, FSE of Philips

I can be reached at 919-323-5060

Philips Healthcare
Demand Service Terms and Condition – Diagnostic Imaging Equipment

Philips Healthcare North America Company, a Division of Philips Electronics North America Corporation ("Philips") will provide maintenance, calibration, repair, upgrades, and other quoted service ("Services") on the medical imaging, monitoring and related equipment owned or operated by Customer ("Equipment"), along with replacement of certain parts, assemblies and accessories, all as requested by Customer, solely upon the terms and conditions stated herein. Customer's acceptance of the Services constitutes its agreement to these terms and conditions.

1. SERVICE

The Service provided is for diagnostic imaging equipment unless otherwise agreed in writing. The Services will be performed during Service Coverage hours at Philips' standard prices in effect as of the date of service. At Philips' discretion, replacement parts may be provided on an exchange (refurbished) or new part basis. Replaced parts become Philips' property.

2. EXCLUSIONS

a. The Services do not include:

i. servicing or replacing components of the Equipment other than those parts listed in this agreement;
ii. servicing the Equipment if the Equipment Site or Equipment is contaminated with blood or other potentially infectious substances;
iii. the failure of anyone other than Philips' subcontractor or Philips to comply with Philips' written instructions or recommendations;
iv.)any combining of the Equipment with a product or software of other manufacturers other than those recommended by Philips;
v. any alteration or improper storage, handling, use or maintenance of the Equipment by anyone other than Philips' subcontractor or Philips;
vi. damage caused by an external source, regardless of nature;
vii. neglect or misuse of the Equipment.

b. The Services do not include, unless specifically quoted by Philips:

i. providing or paying the cost of any rigging, facility, structural alteration, or accessory incident to the Services or Equipment;
ii. any cost of materials, supplies, parts or labor supplied by any party other than Philips or Philips' subcontractors;
iii. the cost of consumable materials, including but not limited to cushions, knee supports, pads, magnetic media, cryogens, PET calibration sources, film or other supply items, unless specifically included in this Agreement;
iv. the cost of factory reconditioning;
v. providing software updates, back-up copies of software, or the programming of custom code.

3. COVERAGE

Philips will provide Customer the Services Mondays through Fridays, 8:00 AM to 5:00 PM Customer local time, excluding Philips observed holidays. Subject to the availability of personnel and repair parts, Philips will provide, at Customer request and additional expense, service relating to certain excluded items (invoiced at Philips' then-current standard rates for material and labor) or service outside the Service Coverage hours (invoiced at Philips applicable rates for out-of-hours service of this type in effect for hourly service customers with similar Equipment, including round trip travel time). Customer will be charged a minimum of two hours on-site time plus applicable travel charges per service visit. Other travel expenses and overnight living expenses will be charged at actual cost in accordance with Philips' standards for business expense reimbursement of Philips' employees.

4. CUSTOMER RESPONSIBILITIES

As a condition to Philips undertaking to provide Services, Customer will: assure that the Equipment Site is in a clean and sanitary condition and that the Equipment has been cleaned and decontaminated after contact with blood or other potentially infectious material; dispose of any hazardous or biological waste generated as a result of Philips servicing the Equipment; maintain the Equipment Site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of the Equipment; operate the Equipment in accordance with the published manufacturer's operating instructions; make normal operator adjustments to the Equipment as specified in the published manufacturer's operating instructions; and provide Philips service personnel full and free access to the Equipment at the scheduled service time. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the Equipment.

5. PAYMENT

The total charge, plus applicable tax, will be due immediately upon Customer's receipt of Philips' invoice. The total charge will be the sum of all parts, assemblies, accessories, consumables, transportation, special handling, on-site labor, travel time, travel expense, and other chargeable Services. Customer will pay interest on any amount not paid when due at the maximum rate permitted by applicable law.

6. EXCUSABLE DELAYS

Philips is excused from performing the Services when Philips' delay or failure to perform is caused by events beyond Philips' reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities, or Equipment being contaminated with blood or other potentially infectious material.

7. PAYMENT DEFAULT

In the event of Customer's failure to pay any amount due within 10 days of when payment is due, Philips may, at its option,(i) withhold performance hereunder or under any other agreements with Customer until a reasonable time after all defaults have been cured,(ii) declare all sums due and to become due, to be immediately due and payable hereunder and under such other agreements,(iii) commence collection activities for all sums due or to become due hereunder, all at Customer's expense, including but not limited to costs and expenses of collection, collection agency fees, and reasonable attorneys' fees, and (iv) pursue any other remedies permitted by law.

8. WARRANTY

Philips warrants that parts installed and labor performed by Philips will be free from defects in material and workman-ship respectively for a period of 60 days from the date of installation or performance. Replacement parts may contain refurbished components. If such components are used, they will be warranted as new. Glassware is covered under separate Warranties.

The warranty for parts purchased directly by the end-user from Philips and not installed by Philips is 30 days. Adjustment of claims under a parts warranty will result only in replacement of that part. Parts cannot be returned for credit only. Parts failures that result from improper installation or service procedures or any other external factors will not be covered under this warranty. Philips' obligations are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof, or to a refund of a portion of the price paid by Customer. If Philips determines that any parts or labor fail to meet the foregoing warranties, Philips shall correct any such failure, at its sole option either (a) by repairing any defective or damaged part and furnishing the necessary labor to resolve any problems directly associated with the service work per-formed by Philips, or (b) for parts not installed by Philips, by making available at the place of installation any necessary repaired, exchange or replacement parts or assemblies.

This warranty will not apply to defects resulting from improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or, to viruses or similar software interference resulting from the connection of the product to a network. Philips does not provide a warranty for third party products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product.

The obligations of Philips described above are Philips' only obligations and Customer's sole and exclusive remedy for breach of this warranty.

9. WARRANTY DISCLAIMER

Any warranties applicable to labor or replacement parts provided in connection with the Services are described herein. EXCEPT AS EXPRESSLY SET FORTH HEREIN,PHILIPS MAKES NO OTHER WARRANTIES,EXPRESS OR IMPLIED,AND No warranty of Merchantability or fitness for a particular purpose applies to anything provided by PHILIPS'SUBCONTRACTOR ORPHILIPS.

10. LIMITATIONS OF REMEDIES AND DAMAGES

Philips' total liability, if any, and Customer's exclusive remedy with respect to the Services and Philips' performance here-under is limited to an amount not to exceed the price paid for the part or service that is the basis for the claim. IN NO EVENT WILL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS,OR THE COST OF SUBSTITUTE PARTS OR SERVICES,WHETHER ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE,I NDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED HEREUNDER.

11. PROPRIETARY SERVICE MATERIALS

In connection with the installation, configuration, maintenance, repair and de-installation of the Equipment, Philips might deliver to the Equipment site and use certain proprietary service materials (including software, diagnostic tools and writ-ten or electronic documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Equipment site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Any access to or use of this property by anyone other than Philips 'personnel is prohibited. Customer consents to Philips' removal of all or any part of this property at any time.

12. THIRD PARTY MANAGEMENT

If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, Customer agrees that the services provided by Philips are subject solely to the terms and conditions set forth herein, and that Customer guarantees the payment of all monies due or that may become due in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer have made to the Third Party Organization. Philips has no contractual relation-ship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer agrees to promptly pay for such parts and services on demand.

13. TAXES

Customer will not be obligated to pay any federal, state or local tax imposed upon or measured by Philips' net income. Any other applicable tax will be invoiced to and payable by Customer, along with the total charge in accordance with the payment terms set forth herein, unless Philips receives a tax exemption certificate from Customer which is acceptable to the taxing authorities.

14. INDEPENDENT CONTRACTOR

Philips is Customer's independent contractor. Philips' employees are under Philips' exclusive direction and control. Philips' subcontractor's employees are under Philips' subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips' employees or Philips' subcontractors or any of their employees as Customer employees, agents, joint ventures or partners.

15. RECORD RETENTION AND ACCESS

If Section 1861 (v) (1) (i) of the Social Security Act applies to the Services, Subsections (i) and (ii) of that Section are made a part of these terms. In such an event, Philips agrees to retain and make available, and to insert the requisite clause in each applicable subcontract requiring Philips subcontractor to retain and make available, the contract(s),book(s),document(s),and record(s) to the person(s),upon the request(s) for the period(s) of time required by these Subsections.

16. SUBCONTRACTS AND ASSIGNMENTS

Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer. No such subcontract will release Philips from those obligations to Customer. Customer may not assign its rights hereunder or the responsibility for payments due without Philips' prior express written consent.

17.SURVIVAL,WAIVER,SEVERABILITY,CHOICE OF LAW

Customer's obligation to pay any money due to Philips in connection with the Services shall continue until Philips has received all such amounts. All of Philips' rights, privileges and remedies with respect to the Services will continue in full force and effect. Philips' failure to enforce any provision of these terms is not a waiver of that provision or of Philips' right to later enforce each and every provision. If any part of these terms is found to be invalid, the remaining part will be effective. The law of the state of New York will govern any interpretation of these terms and any dispute between Philips and Customer without regard to the principles of choice of law.

18. ENTIRE AGREEMENT

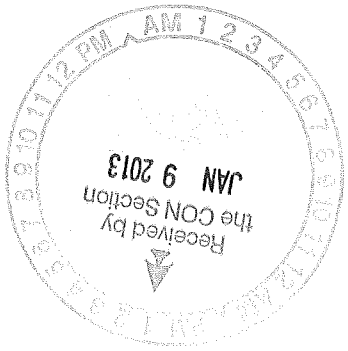
These terms constitute the entire understanding of the parties and supersede all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and will not apply to the transactions contemplated herein. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will apply to the Services or modify these terms.

EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	MultiDiagnost 4	DS Xper FD20 R 7.2
Manufacturer of Equipment	Philips Medical	Philips Medical
Tesla Rating for MRIs	NA	NA
Model Number	MD 4	FD20
Serial Number	4652880/000330	Unknown
Provider's Method of Identifying Equipment	Site#101759	Site# to be assigned
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	N/A	N/A
Mobile Tractor Serial Number/VIN #	N/A	N/A
Date of Acquisition of Each Component	8/7/95	Pending Agency Approval
Does Provider Hold Title to Equipment or Have a Capital Lease?	Own	Own
Specify if Equipment was/Is New or Used When Acquired	New	New (Refurbished)
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	Unkown	$1,512,097.85
Total Cost of Equipment		$634,893.02
Fair Market Value of Equipment	Salvage	$634,893.02
Locations Where Operated	Rex Hospital Raleigh, NC	Rex Hospital Raleigh, NC
Number of Days in Use/To Be Used in N.C. Per Year	365	365
Percent of Change in Patient Charges (by Procedure)	N/A	Less than 10%
Percent of Change in Per Procedure Operating Expenses (by Procedure)	N/A	Less than 10%
Type of Procedures Currently Performed on Existing Equipment	Vascular Interventional	
Type of Procedures New Equipment is Capable of Performing		Vascular Interventional

Mike

SMITH MOORE LEATHERWOOD



January 7, 2013

Via Electronic & U.S. Mail
Craig R. Smith
Chief, CON Section
Mike McKillip
Project Analyst
Division of Health Service Regulation
2704 Mail Service Center
Raleigh, NC 27699-2704

Re: Rex Hospital's December 14, 2012, Request for Replacement Vascular Intervention Equipment and Relocation of Vascular Intervention Room

Rex Hospital's December 6, 2012 Exemption Notice to Replace PET/CT System

Dear Craig and Mike:

On January 4, 2013, we received a copy of Rex Hospital's December 14, 2012 No Review Request to replace vascular intervention equipment and relocate a vascular intervention room (the "December 14, 2012 Request"). We are writing to inform you that we will be filing comments regarding this December 14, 2012 Request and specifically how it inappropriately begins development of Rex's cardiac expansion projects that are currently under appeal and stayed pursuant to N.C. Gen. Stat. § 131E-187. We first learned that Rex had filed the December 14, 2012 Request after 5:00 pm on December 31, 2012.

Additionally, on January 4, 2013, we requested a copy of Rex Hospitals' December 6, 212 Exemption Notice for the Acquisition of a Replacement PET/CT System (the "December 6, 2012 Request"). We have received a copy of Rex Hospital December 6, 2012 Request today but have not yet had a chance to review the document. Once we review the December 6, 2012 Request we may have a response to that request as well. We did not learn that Rex had filed its December 6, 2012 Request until after 5:00 pm on December 31, 2012.

WakeMed is an interested and affected person with regards to Rex's December 14, 2012, Request and Rex's December 6, 2012 Request. We would request that you do not make a decision regarding the December 14, 2012 Request until you have received our comments regarding the same. We would also request that you not make a decision on the December 6, 2012 Request until we have had an opportunity to review those documents.

Direct 336.378.5482 | Fax 336.433.7435 | susan.fradenburg@smithmoorelaw.com
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300 North Greene Street Suite 1400 PO Box 21927 (27420) Greensboro, NC 27401 ▪ 336.378.5200
Atlanta, GA ▪ Charleston, SC ▪ Charlotte, NC ▪ Greensboro, NC ▪ Greenville, SC ▪ Raleigh, NC ▪ Wilmington, NC

When a decision on the December 14, 2012 Request and December 6, 2012 Request are made, we request that you notify us, as representative of WakeMed, an interested and affected person, of the decisions.

With kindest personal regards, I am

Sincerely,

SMITH MOORE LEATHERWOOD LLP

Susan M. Fradenburg

Susan M. Fradenburg

SMF/lc
cc: Stan Taylor (*via e-mail and U.S. Mail)*
Gary Qualls (*via e-mail and U.S. Mail)*
William Stewart (*via e-mail and U.S. Mail)*
Maureen Murray (*via e-mail)*

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February 8, 2013

Via Hand Delivery

Craig R. Smith, Chief
N.C. Department of Health and Human Services
Division of Health Service Regulation
Certificate of Need Section
809 Ruggles Drive
Raleigh, NC 27603

Re: Response to WakeMed's Comments Concerning Rex's December 14, 2012 Exemption Notice Regarding Replacement Vascular Lab Equipment and No Review Request Regarding Relocation of Replacement Vascular Lab

Dear Craig:

Our client, Rex Hospital, Inc. ("Rex"), is providing the following response to WakeMed's comments, dated January 18, 2013, concerning Rex's Exemption Notice Regarding Replacement Vascular Lab Equipment and No Review Request Regarding Relocation of Replacement Vascular Lab (hereinafter "Rex's Exemption Notice and No Review Request"). The following response is organized to respond to each of the sections in WakeMed's comments.

I. WakeMed's Comments regarding Project I.D. Nos. J-8532-10 and J-8667-11.

Through two recently approved CON applications, Rex has sought to reconfigure its cardiovascular services in order to remedy age-related facility deficiencies and increase the efficiencies of these services on its main campus. The first of these CON applications was designated as Project I.D. No. J-8532-10 (filed on June 15, 2010 and approved on October 29, 2010). The second application was designated as Project I.D. No. J-8667-11 (filed on April 15, 2011 and approved by decision dated September 27, 2011).

In Project I.D. No. J-8532-10, Rex's CON application was approved to, among other things, consolidate and re-configure its existing cardiovascular services. In Project I.D. No. J-8667-11, Rex filed a CON application that sought, among other things, to change the scope of the previously approved CON, Project I.D. No. J-8532-10 (hereinafter "Rex's Change in Scope Application"). As part of Rex's Change in Scope Application, Rex sought to relocate

one of its vascular interventional rooms from the current location on the main hospital campus to the proposed new tower on the same main hospital campus.

The vascular interventional equipment that Rex seeks to replace and relocate in its Exemption Notice and No Review Request is not the unit of vascular interventional equipment that Rex sought to relocate in Rex's Change in Scope Application. In addition, the room that contains the vascular interventional equipment (VI Room #2) and the related control room, both of which will be relocated along with the Replacement Equipment, were not part of Rex's Change in Scope Application. Accordingly, WakeMed's comments are without merit.

Even if the vascular interventional equipment was the same unit as in Rex's Change in Scope Application, which again it is not, this would not be a reason to deny Rex's Exemption Notice and No Review Request. The replacement and relocation of vascular interventional equipment, as well as the relocation of the associated VI Room and control room, do not require a CON as long as the replacement and relocation are under the applicable monetary thresholds in N.C. Gen. Stat. § 131E-176(22a) and N.C. Gen. Stat. § 131E-176(16)b. There is no requirement in the CON Law that the provider seeking to replace and relocate existing equipment within the same hospital building show that such equipment is not part of a prior CON application.

Furthermore, as Rex stated in its Exemption Notice and No Review Request, the "replacement and relocation of Rex's existing VI Room is not intended to replace or modify the approved CON projects in Project I.D. Nos. J-8532-10 and J-8667-11. Once the CONs are issued for Project I.D. Nos. J-8532-10 and J-8667-11, Rex intends to comply fully with all conditions of those CONs." WakeMed conveniently ignores this representation by Rex.

II. WakeMed's Comments regarding the Cost of the Equipment.

WakeMed makes vague comments regarding the cost of the equipment, with no factual basis to show that the total cost of this project would exceed the $2,000,000 thresholds under N.C. Gen. Stat. § 131E-176(22a) and N.C. Gen. Stat. § 131E-176(16)b.

WakeMed first alleges that Rex's Exemption Notice and No Review Request should be denied because the equipment quote expired on December 28, 2012. The Agency routinely accepts equipment quotes as long as they are valid at the time of the filing of a CON application, exemption letter or no review letter. This makes sense, because otherwise, a competitor could thwart a project by opposing it so that the equipment quote expires before the project is commenced.

Moreover, there is no requirement in the CON Law that the provider seeking to replace existing equipment provide an equipment quote. The equipment quote is documentation concerning the representation in the exemption notice or no review letter relating to the price of the equipment. The key representation is that the price of the equipment will not change from that represented in the exemption notice or no review letter. Rex will abide by its representation that the purchase price for the Replacement Equipment is $634,839.02.

WakeMed's comment wherein it compares the purchase price of the Replacement Equipment in Rex's Exemption Notice and No Review Request to the purchase price in a separate exemption notice that the Agency acknowledged as exempt in a December 6, 2012 letter is misleading. As stated in Rex's Exemption Notice and No Review Request, the Replacement Equipment at issue here is refurbished equipment. Whereas, in the prior exemption notice, acknowledged as exempt in the Agency's December 6, 2012 letter, the replacement equipment was new equipment and not refurbished equipment. Again, WakeMed is making misleading assumptions in its comments that have no basis.

III. WakeMed's Comments regarding Capabilities of Replacement Equipment.

WakeMed erroneously argues that the Replacement Equipment being acquired by Rex has expanded capabilities that are not due to technological improvements. WakeMed speculates that "[i]t appears the equipment has coronary capabilities." Contrary to WakeMed's speculation, the Replacement Equipment has no coronary capabilities and Rex has no intention to use the Replacement Equipment for cardiac procedures. This should have been evident to WakeMed by the numerous representations in Rex's Exemption Notice and No Review Request that Rex intends to use the Replacement Equipment for substantially the same vascular interventional procedures for which it currently uses the Existing Equipment.

As WakeMed knows, most vascular interventional equipment today is capable of performing cardiac procedures should the equipment be customized accordingly. Rex will not customize the Replacement Equipment to perform cardiac procedures.

WakeMed also complains that Rex's Exemption Notice and No Review Request should be denied because Rex did not describe the $43,000 worth of movable equipment found in the movable equipment cost category line-item in Exhibit 2 (Proposed Total Capital Cost form), which is attached to Rex's Exemption Notice and No Review Request. There is no requirement that an exemption notice or no review letter must describe the movable equipment associated with a project. The $43,000 was included in Rex's total capital costs, which with this $43,000 falls well below the $2 million thresholds.

In any event, should the Agency wish an explanation, the $43,000 in the movable equipment cost category consists of non-clinical items such as typical office furniture like chairs, storage cabinets and file cabinets. Given the items making up the $43,000 do not involve any medical equipment, the $43,000 could have been placed in line 15 (Furniture) of the Proposed Total Capital Cost form.

Finally, WakeMed's self-serving statement that it is "an interested, affected and aggrieved person" should have no bearing on the Agency's review of Rex's Exemption Notice and No Review Request. There is nothing in the CON Law that makes such assertions relevant to an exemption notice or no review letter. In addition, Rex contests the substance of that unsupported representation by WakeMed. Rex finds it hard to believe that WakeMed would be harmed by Rex's replacement and relocation of existing equipment within the same hospital building.

IV. Conclusion

WakeMed's comments are completely without merit and should be rejected by the Agency. Rex's Exemption Notice and No Review Request clearly demonstrate that:

(a) the acquisition of the Replacement Equipment is exempt from CON review pursuant to the replacement equipment exemption provisions contained at N.C. Gen. Stat. § 131E-184(a)(7), as well as 10A N.C.A.C. 14C.0303; and

(b) the relocation of Rex's existing VI Room #2 (including the Replacement Equipment) and related control room within Rex's main hospital does not require Rex to obtain a CON pursuant to N.C. Gen. Stat. § 131E-176(16)b, or any other provision of the CON statutes.

Please let us know if you need additional information. We thank you for your consideration of this submission.

Sincerely,

Gary S. Qualls

Gary S. Qualls

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gary.qualls@klgates.com

February 8, 2013

Via Hand Delivery

Craig R. Smith, Chief
N.C. Department of Health and Human Services
Division of Health Service Regulation
Certificate of Need Section
809 Ruggles Drive
Raleigh, NC 27603

Re: Response to WakeMed's Comments Concerning Rex's December 14, 2012 Exemption Notice Regarding Replacement Vascular Lab Equipment and No Review Request Regarding Relocation of Replacement Vascular Lab

Dear Craig:

Our client, Rex Hospital, Inc. ("Rex"), is providing the following response to WakeMed's comments, dated January 18, 2013, concerning Rex's Exemption Notice Regarding Replacement Vascular Lab Equipment and No Review Request Regarding Relocation of Replacement Vascular Lab (hereinafter "Rex's Exemption Notice and No Review Request"). The following response is organized to respond to each of the sections in WakeMed's comments.

I. WakeMed's Comments regarding Project I.D. Nos. J-8532-10 and J-8667-11.

Through two recently approved CON applications, Rex has sought to reconfigure its cardiovascular services in order to remedy age-related facility deficiencies and increase the efficiencies of these services on its main campus. The first of these CON applications was designated as Project I.D. No. J-8532-10 (filed on June 15, 2010 and approved on October 29, 2010). The second application was designated as Project I.D. No. J-8667-11 (filed on April 15, 2011 and approved by decision dated September 27, 2011).

In Project I.D. No. J-8532-10, Rex's CON application was approved to, among other things, consolidate and re-configure its existing cardiovascular services. In Project I.D. No. J-8667-11, Rex filed a CON application that sought, among other things, to change the scope of the previously approved CON, Project I.D. No. J-8532-10 (hereinafter "Rex's Change in Scope Application"). As part of Rex's Change in Scope Application, Rex sought to relocate

one of its vascular interventional rooms from the current location on the main hospital campus to the proposed new tower on the same main hospital campus.

The vascular interventional equipment that Rex seeks to replace and relocate in its Exemption Notice and No Review Request is not the unit of vascular interventional equipment that Rex sought to relocate in Rex's Change in Scope Application. In addition, the room that contains the vascular interventional equipment (VI Room #2) and the related control room, both of which will be relocated along with the Replacement Equipment, were not part of Rex's Change in Scope Application. Accordingly, WakeMed's comments are without merit.

Even if the vascular interventional equipment was the same unit as in Rex's Change in Scope Application, which again it is not, this would not be a reason to deny Rex's Exemption Notice and No Review Request. The replacement and relocation of vascular interventional equipment, as well as the relocation of the associated VI Room and control room, do not require a CON as long as the replacement and relocation are under the applicable monetary thresholds in N.C. Gen. Stat. § 131E-176(22a) and N.C. Gen. Stat. § 131E-176(16)b. There is no requirement in the CON Law that the provider seeking to replace and relocate existing equipment within the same hospital building show that such equipment is not part of a prior CON application.

Furthermore, as Rex stated in its Exemption Notice and No Review Request, the "replacement and relocation of Rex's existing VI Room is not intended to replace or modify the approved CON projects in Project I.D. Nos. J-8532-10 and J-8667-11. Once the CONs are issued for Project I.D. Nos. J-8532-10 and J-8667-11, Rex intends to comply fully with all conditions of those CONs." WakeMed conveniently ignores this representation by Rex.

II. WakeMed's Comments regarding the Cost of the Equipment.

WakeMed makes vague comments regarding the cost of the equipment, with no factual basis to show that the total cost of this project would exceed the $2,000,000 thresholds under N.C. Gen. Stat. § 131E-176(22a) and N.C. Gen. Stat. § 131E-176(16)b.

WakeMed first alleges that Rex's Exemption Notice and No Review Request should be denied because the equipment quote expired on December 28, 2012. The Agency routinely accepts equipment quotes as long as they are valid at the time of the filing of a CON application, exemption letter or no review letter. This makes sense, because otherwise, a competitor could thwart a project by opposing it so that the equipment quote expires before the project is commenced.

Moreover, there is no requirement in the CON Law that the provider seeking to replace existing equipment provide an equipment quote. The equipment quote is documentation concerning the representation in the exemption notice or no review letter relating to the price of the equipment. The key representation is that the price of the equipment will not change from that represented in the exemption notice or no review letter. Rex will abide by its representation that the purchase price for the Replacement Equipment is $634,839.02.

WakeMed's comment wherein it compares the purchase price of the Replacement Equipment in Rex's Exemption Notice and No Review Request to the purchase price in a separate exemption notice that the Agency acknowledged as exempt in a December 6, 2012 letter is misleading. As stated in Rex's Exemption Notice and No Review Request, the Replacement Equipment at issue here is refurbished equipment. Whereas, in the prior exemption notice, acknowledged as exempt in the Agency's December 6, 2012 letter, the replacement equipment was new equipment and not refurbished equipment. Again, WakeMed is making misleading assumptions in its comments that have no basis.

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In any event, should the Agency wish an explanation, the $43,000 in the movable equipment cost category consists of non-clinical items such as typical office furniture like chairs, storage cabinets and file cabinets. Given the items making up the $43,000 do not involve any medical equipment, the $43,000 could have been placed in line 15 (Furniture) of the Proposed Total Capital Cost form.

Finally, WakeMed's self-serving statement that it is "an interested, affected and aggrieved person" should have no bearing on the Agency's review of Rex's Exemption Notice and No Review Request. There is nothing in the CON Law that makes such assertions relevant to an exemption notice or no review letter. In addition, Rex contests the substance of that unsupported representation by WakeMed. Rex finds it hard to believe that WakeMed would be harmed by Rex's replacement and relocation of existing equipment within the same hospital building.

IV. Conclusion

WakeMed's comments are completely without merit and should be rejected by the Agency. Rex's Exemption Notice and No Review Request clearly demonstrate that:

(a) the acquisition of the Replacement Equipment is exempt from CON review pursuant to the replacement equipment exemption provisions contained at N.C. Gen. Stat. § 131E-184(a)(7), as well as 10A N.C.A.C. 14C.0303; and

(b) the relocation of Rex's existing VI Room #2 (including the Replacement Equipment) and related control room within Rex's main hospital does not require Rex to obtain a CON pursuant to N.C. Gen. Stat. § 131E-176(16)b, or any other provision of the CON statutes.

Please let us know if you need additional information. We thank you for your consideration of this submission.

Sincerely,

Gary S. Qualls

Gary S. Qualls

SMITH MOORE LEATHERWOOD

January 18, 2013

Via Electronic & U.S. Mail
Craig R. Smith
Chief, CON Section
Mike McKillip
Project Analyst
Division of Health Service Regulation
2704 Mail Service Center
Raleigh, NC 27699-2704

Re: Rex Hospital's December 14, 2012, Request for Replacement Vascular Lab Equipment and Relocation of Vascular Interventional Room

Dear Craig and Mike:

As you know, we represent WakeMed. On behalf of WakeMed, we submit the following comments concerning Rex Hospital's December 14, 2012, Request for Replacement Vascular Lab Equipment and Relocation of Vascular Interventional Room.

1. The submission by Rex Hospital on December 14, 2012, is an inappropriate request by Rex Hospital to begin developing its application Project I.D. #J-8532-10, amended by Project I.D. #J-8667-11.

On or about June 15, 2010, Rex filed a CON application to construct an addition to the hospital on its main campus to expand and consolidate surgical and cardiovascular services. As part of the project, Rex proposed to replace vascular lab equipment and relocate three vascular interventional ("VI") rooms. This application was identified as Project I.D. #J-8532-10. Project I.D. #J-8532-10 specifically states that: "The equipment for one VI room will be replaced." *See* Application p. 26, attached as Exhibit A. The application also states that: "The VI Rooms will relocate to space adjacent to the cardiac catheterization and EP laboratories." *See* Application p. 26, attached as Exhibit A.

Project I.D. #J-8532-10 was conditionally approved and WakeMed appealed that conditional approval. The North Carolina Court of Appeals issued a decision upholding the approval of the application on January 15, 2013. WakeMed is considering further appeal of that decision. A CON cannot be issued to Rex Hospital until WakeMed's time for filing a Petition for Discretionary Review has expired. If WakeMed timely files a Petition for Discretionary Review then the development of the proposed project will continue to be stayed pursuant to N.C. Gen. Stat. § 131E-187.

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Atlanta, GA ▪ Charleston, SC ▪ Charlotte, NC ▪ Greensboro, NC ▪ Greenville, SC ▪ Raleigh, NC ▪ Wilmington, NC

Additionally, on or about April 15, 2011, Rex filed an application with the CON Section proposing to change the scope of Project I.D. #J-8532-10. The new application, Project I.D. #J-8667-11, still proposed to replace vascular lab equipment and relocate a vascular interventional room to a new building. Project I.D. #J-8667-11 specifically states that as part of the project "Rex intends to replace and move one of its existing VIR labs to the proposed tower to serve those procedures that are specifically related to heart and vascular patients." *See* Application p. 130, attached as Exhibit B.

Project I.D. #J-8667-11 was also conditionally approved and WakeMed appealed that conditional approval. The appeal of the approval of Project I.D. #J-8667-11 is pending and the development of this proposed project is currently stayed, pursuant to N.C. Gen. Stat. § 131E-187.

Rex Hospital cannot be permitted to bypass the statutory requirements of the CON Act by submitting for approval portions of its pending applications. This attempted piece meal development of the applications under appeal is contrary to the provisions of the CON statute, which define a CON "project" as existing "from its earliest planning stages up through the point at which the specified new institutional health service may be offered," and also require that the development of any project proposed in an application be stayed pending final resolution of the appeal. N.C. Gen. Stat. §§ 131E-176(20) and 187.

2. Uncertainty of Cost of Equipment.

Rex Hospital's no review should also be denied because the quote provided expired on December 28, 2012. There is now no documentation of the potential cost of the lab equipment and no documentation that the project proposed on December 14, 2012, will cost less than two million dollars. As evidenced by the quote provided by Rex Hospital on December 9, 2012, for replacement vascular lab equipment that was to serve the same purpose as the equipment that was being replaced in the December 14, 2012 letter, the cost of vascular lab equipment can vary widely. *See* Exhibit C. The vascular lab replacement equipment at issue in the December 9, 2012 request was represented to cost $1,087,017.15, which is $452,124.13 more than the cost of the replacement equipment proposed in the December 14, 2012 request.

3. Proposed Equipment is Not Comparable.

A review of the quote submitted by Rex Hospital demonstrates that the proposed equipment has expanded capabilities that are not simply due to technological improvements. It appears the equipment has coronary capabilities. The equipment quotation references cardiac application capabilities on pages 3 and 5. It also references providing catheterization support on page 19. The actual equipment or additions that will be made to the proposed replacement equipment are not clear from the letter. The certified cost estimate references $43,000 worth of moveable equipment associated with the project but there is no description of the moveable equipment and its capability. Given these questions raised by the documents submitted, the no review request should be denied.

WakeMed is an interested, affected, and aggrieved person as it pertains to Rex Hospital's December 14, 2012, Request to Replace Vascular Lab Equipment and Relocate a Vascular Interventional Room. As such, WakeMed should receive timely notice of the CON Section's inquiries, communications, actions and decision regarding Rex Hospital's December 14, 2012 Request pursuant to N.C. Gen. Stat. §131E-2 and N.C. Gen. Stat. § 150B-23(f). We appreciate your attention to this matter.

With kindest personal regards, I am

Sincerely,

SMITH MOORE LEATHERWOOD LLP

Susan M. Fradenburg

Susan M. Fradenburg

SMF/lc
cc: Stan Taylor (*via e-mail and U.S. Mail)*
Gary Qualls (*via e-mail and U.S. Mail)*
William Stewart (*via e-mail and U.S. Mail)*
Maureen Murray (*via e-mail)*

CERTIFICATION

The undersigned hereby assures and certifies that:

(a) the work on the proposed project will be initiated in accordance with the timetable set forth on the certificate of need;

(b) completion of the proposed project will be pursued with reasonable diligence;

(c) the proposed project will be constructed, operated and maintained in full compliance with all applicable local, State and Federal laws, rules, regulations and ordinances;

(d) the applicant will materially comply with the representations made in its application in the development of the project and the offering of the services pursuant to N.C.G.S. 131E-181(b); and,

(e) that the information included in this application and all attachments is correct to the best of my knowledge and belief and that it is my intent to carry out the proposed project as described.

LEGAL NAME OF APPLICANT:	Rex Hospital, Inc.
NAME OF RESPONSIBLE OFFICER:	Bernadette Spong
TITLE OF OFFICER:	Chief Financial Officer
ADDRESS:	4420 Lake Boone Trail
	Raleigh, NC 27607

SIGNATURE OF OFFICER: Bernadette M Spong

DATE: 6/9/10

Received by the CON Section

15 JUN REC'D 02 : 00

Certificate of Need Application (April 2008)
ACUTE CARE FACILITY/
MEDICAL EQUIPMENT PROJECTS
State of North Carolina, Department of Health and Human Services

OFFICE USE ONLY
Project I. D. Number: J-8532-10 Batch Category: _____
Proposal Type: _____ Beginning of Review: _____

I. IDENTIFICATION

1. Legal Name of the Applicant: The applicants are the legal entities (i.e., persons or organizations) that will own the facility and any other persons who will offer, develop or incur an obligation for a capital expenditure for the proposed new institutional health service.

Rex Hospital, Inc. d/b/a Rex Healthcare
(Name of Applicant)

4420 Lake Boone Trail
(Street & Number)

Raleigh	NC	27607	Wake
(City)	(State)	(Zip)	(County)

2. Name of Parent Company (if applicable):

Rex Healthcare, Inc.

4420 Lake Boone Trail
(Street & Number)

Raleigh	NC	27607
(City)	(State)	(Zip)

hospital entrance corridor. See Existing Level 2 drawings in Exhibit 5 for the location of these various heart and vascular services.

The project proposes to relocate all of these cardiac-related services to one centralized location in the Heart and Vascular Center. The rationale for this move is discussed in Section III.1. The cardiac catheterization rooms, including the new fourth unit, will relocate to new space on Level 7 in the Heart and Vascular Center. The project also proposes to add one EP laboratory to the department as shown on the Level 7 block drawings provided in Exhibit 7. The VI Rooms will relocate to space adjacent to the cardiac catheterization and EP laboratories on Level 7. Registration and reception will be located on Level 6 immediately adjacent to the south elevators. The building will also include waiting areas for the Heart and Vascular Center on Levels 2, 5 and 6. Office and support space for the Heart and Vascular Center will be located on Level 2. See the related block drawings in Exhibit 7.

Vascular Interventional Rooms (VI Rooms): Two VI Rooms are located currently at the rear of the radiology department on Level 2 along with three pre/post spaces. One VI Room is located off the main entrance hallway adjacent to SDS with four pre/post spaces. See the drawing labeled Existing Level 2 Heart and Vascular Functions to be Relocated in Exhibit 5. In order to consolidate all heart and vascular services in one centralized location, these VI Rooms and their associated equipment will relocate to Level 7 of the Heart and Vascular Center. The equipment for one VI Room will be replaced. The pre/post spaces for the VI Rooms will relocate to Level 6 of the Heart and Vascular Center to be co-located with Cath Prep and Recovery.

Cath Prep and Recovery: The 12 existing catheterization pre and post spaces are located currently in a suite on Level 2 diagonally across the hall from the catheterization laboratory. Patients are prepared for the procedure in this suite and brought back for recovery prior to discharge. The proposed project will relocate all prep and recovery for heart and vascular services to the Level 6 of

B

CERTIFICATION

The undersigned hereby assures and certifies that:

(a) the work on the proposed project will be initiated in accordance with the timetable set forth on the certificate of need:

(b) completion of the proposed project will be pursued with reasonable diligence;

(c) the proposed project will be constructed, operated and maintained in full compliance with all applicable local, State and Federal laws, rules, regulations and ordinances;

(d) the applicant will materially comply with the representations made in its application in the development of the project and the offering of the services pursuant to N.C.G.S. 131E-181(b); and,

(e) that the information included in this application and all attachments is correct to the best of my knowledge and belief and that it is my intent to carry out the proposed project as described.

LEGAL NAME OF APPLICANT:	Rex Hospital, Inc.
NAME OF RESPONSIBLE OFFICER:	David Strong
TITLE OF OFFICER:	President
ADDRESS:	4420 Lake Boone Trail Raleigh, NC 27607
SIGNATURE OF OFFICER:	
DATE:	04-11-11

REX - R.

Certificate of Need Application (7/11/2008)
ACUTE CARE FACILITY/
MEDICAL EQUIPMENT PROJECT
State of North Carolina, Department of Health and Human Services

OFFICE USE ONLY
Project I. D. Number: J-8667-11
Proposal Type: _____

Batch Category: _____
Beginning of Review: _____

I. IDENTIFICATION

1. Legal Name of the Applicant: The applicants are the legal entities (i.e., persons or organizations) that will own the facility and any other persons who will offer, develop or incur an obligation for a capital expenditure for the proposed new institutional health service.

Rex Hospital, Inc.[1]
(Name of Applicant)

4420 Lake Boone Trail
(Street & Number)

Raleigh	NC	27607	Wake
(City)	(State)	(Zip)	(County)

2. Name of Parent Company (if applicable):

Rex Healthcare, Inc.[2]

4420 Lake Boone Trail
(Street & Number)

Raleigh	NC	27607
(City)	(State)	(Zip)

1 Rex Hospital, Inc. also does business as Rex Healthcare.
2 Please note that the University of North Carolina Health Care System is the sole member and parent of Rex Healthcare, Inc.

- Electrophysiology Labs

Electrophysiologic tests map the spread of electrical impulses throughout the heart. These tests provide a more detailed analysis than a simple EKG and help diagnose any arrhythmias in the heart and where they are located. Again, this tool is essential to providing a full spectrum of heart and vascular care. Rex proposes to relocate its existing electrophysiology (EP) lab to the proposed tower as well as the one additional EP lab approved in the previous project.

- Vascular and Interventional Radiology Labs

Interventional Radiology is a subspecialty of radiology in which minimally invasive procedures are performed using image guidance. Vascular and Interventional Radiology (VIR) includes the diagnosis and treatment of a variety of vascular and non-vascular conditions affecting the chest, abdomen and extremities. Some of the most common VIR procedures performed at Rex include:

  - Balloon angioplasty
  - Vascular stenting (including carotid)
  - Embolization
  - Cryotherapy
  - Chemoembolization
  - Radiofrequency ablation
  - Thrombolysis
  - Balloon kyphoplasty

Rex intends to replace and move one of its existing VIR labs to the proposed tower to serve those procedures that are specifically related to heart and vascular patients. In order to continue serving patients with non- heart and vascular services, Rex intends to maintain two VIR labs in their current locations in the main hospital. While the total number of rooms remains unchanged from the previously approved project, the locations represent a slight change, in that Rex previously proposed to relocate all three of its existing VIR labs in the tower and to replace the equipment in one lab.

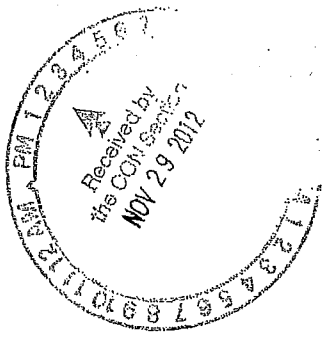
-C-

K&L|GATES

K&L Gates LLP
Post Office Box 14210
Research Triangle Park, NC 27709-4210

430 Davis Drive, Suite 400
Morrisville, NC 27560

T 919.466.1190 www.klgates.com



November 29, 2012

William W. Stewart, Jr.
D 919.466.1112
F 919.516.2112
bill.stewart@klgates.com

Via Hand Delivery
Craig R. Smith, Chief
Certificate of Need Section
Division of Health Service Regulation
N.C. Department of Health and Human Services
809 Ruggles Drive
Raleigh, NC 27603

RE: Rex Hospital, Inc. – Exemption Notice for Acquisition of Vascular Lab Equipment, Wake County

Dear Mr. Smith:

Our client, Rex Hospital, Inc. ("Rex"), is providing notice of an exemption from Certificate of Need ("CON") review to replace vascular lab equipment ("Existing Equipment") in one of Rex's existing vascular interventional rooms (VI Room #1) with comparable vascular lab equipment ("the Replacement Equipment"), pursuant to N.C. Gen. Stat. § 131E-184(a)(7), N.C. Gen. Stat. § 131E-176(22a), and 10A N.C.A.C. 14C.0303.

The General Assembly has chosen to exempt certain, otherwise reviewable events from CON review. Among those exemptions is the acquisition of "replacement equipment," defined as follows in the CON law:

> "Replacement equipment" means equipment that costs less than two million dollars ($2,000,000.00) and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced.

See N.C. Gen. Stat. § 131E-176(22a).

To qualify for this exemption, the replacement equipment must (1) cost less than $2,000,000 and (2) be "comparable" to the equipment it replaces. In addition, the existing equipment must be "sold or otherwise disposed of when replaced." Rex's proposal qualifies for this exemption.

A. Cost of the Replacement Equipment

The total costs to acquire, install, and make operational the Replacement Equipment is $1,087,017.15. (See Exhibit 2, Proposed Total Capital Cost; Exhibit 1, Quote for Replacement Equipment; Exhibit 3, Existing Equipment Disposal Letter) There is no construction associated with this project, and therefore no construction costs are involved. In addition, rigging is not required for this project, and therefore no rigging costs are involved. The cost for the removal of the Existing Equipment is included in the price quotation of $1,087,017.15 for the Replacement Equipment. (See Exhibits 1, 3)

Accordingly, the total capital costs associated with the Replacement Equipment do not exceed $2,000,000.

B. Comparable Equipment

The CON rule codified as 10A N.C.A.C. 14C.0303 (the "Regulation") defines "comparable medical equipment" in subsection (c) as follows:

> "Comparable medical equipment" means equipment which is functionally similar and which is used for the same diagnostic or treatment purposes.

10A N.C.A.C. 14C.0303(c).

Rex intends to use the Replacement Equipment for substantially the same vascular interventional procedures for which it currently uses the Existing Equipment. The Existing Equipment is vascular lab equipment that was installed new at Rex in 2004. This Existing Equipment has been used for vascular interventional procedures since installation.

The Replacement Equipment will perform all procedures currently performed on the Existing Equipment. The Replacement Equipment offers the advantage of reducing radiation exposure to patients and staff, and provides better quality images than the Existing Equipment. Although it possesses these expanded capabilities due to technological improvements, the Replacement Equipment will perform the same general range of vascular interventional services. The Replacement Equipment is therefore "comparable medical equipment" as defined in Subsection (c).

Furthermore, Rex does not intend to increase patient charges or per procedure operating expenses within the first 12 months after its acquisition. For further equipment comparison, please refer to Exhibit 4 (the Equipment Comparison Chart).

Subsection (d) of the regulation further provides:

(1) it has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and

(2) it is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service; and

(3) the acquisition of the equipment does not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

10A N.C.A.C. 14C.0303(d). The Replacement Equipment will meet all three of the tests set out in Subsection (d). The Replacement Equipment satisfies the technology and functionality tests in Subsection (1) and (2) as discussed above and identified in the Comparison Chart (Exhibit 4). Moreover, Rex represents that use of the Replacement Equipment will not result in the types of expense or charge increase described in Subsection (d)(3).

C. Disposition of Equipment

As part of the proposal to acquire the Replacement Equipment from Philips Healthcare, Philips Healthcare will de-install and take as a trade-in the Existing Equipment, which will not be re-sold or re-installed in North Carolina without appropriate CON approval. See Exhibit 3.

CONCLUSION

Based on the foregoing information, Rex hereby requests that the Agency provide a written response confirming that the acquisition of the Replacement Equipment described herein is exempt from CON review. If the Agency needs additional information to assist in its consideration of this request, please apprise us as soon as possible. We thank you for your consideration of this request.

Sincerely,

William W. Stewart, Jr.

Exhibits

Exhibit 1	Price Quotation
Exhibit 2	Proposed Total Capital Cost Chart
Exhibit 3	Removal Letter from Philips Healthcare
Exhibit 4	Equipment Comparison Chart

PHILIPS HEALTHCARE
A division of Philips Electronics North America Corporation
22100 Bothell Everett Highway
P.O. Box 3003
Bothell, Washington 98041-3003

PHILIPS

Quotation #: 1-HYU08R	**Rev:** 12	**Effective From:** 13-Nov-12	**To:** 29-Dec-12

Presented To:
REX HEALTH CARE
4420 LAKE BOONE TRAIL
RALEIGH, NC 27607-6599

Tel:

Alternate Address:

Presented By:
Bethann Griffith-Subik
Account Manager
Tel: (919) 677-9046
Fax: (919) 677-9047

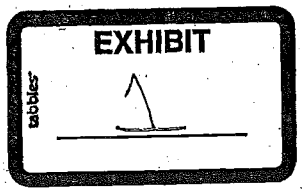
Steve Weiss
Regional Manager
Tel: (678) 924-6087
Fax: (678) 924-6003

Date Printed: 13-Nov-12

Submit Orders To:
22100 BOTHELL EVERETT HWY
BOTHELL WA 98021
Tel: (888) 564-8643
Fax:(425) 458-0390

The Service Information contained in this Quote is subject to a separate service proposal.

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).



Quote Solution Summary

Line #	Product	Qty	Price
	100215 Allura Xper FD20	1	$1,087,017.15
		Equipment Total:	$1,087,017.15

Solution Summary Detail

Product	Qty	Each	Monthly	Price
100215 Allura Xper FD20	1	$1,087,017.15		$1,087,017.15
SVC0130 Protection POS			$7,465.25	

The Service Information contained in this Quote is subject to a separate service proposal.

Buying Group: **MEDASSETS SUPPLY CHAIN SYSTEMS INC** **Contract #:** **EP 129**

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Payment Terms: 0% Down, 80% Upon Delivery, 20% Due When the Product is Available for First Patient Use, Net due 30 days from date of invoice

100215 Allura Xper FD20

System Type:	New
Freight Terms:	FOB Destination
Warranty Terms:	Part numbers beginning with two (2) asterisks (**) are covered by a System 12 Months Warranty. All other part numbers are third (3rd) party items.
Special Notations:	Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.
Additional Terms:	

Line #	Part #	Description	Qty
1	**NNAE334	Conversion to FD20 C R8	1

The iXR Philips Catalyst Conversion Program is a practical and cost effective way to transform your current system into the Allura Xper FD20 monoplane.
Allura Xper FD20 monoplane is a state of art X-ray imaging system that can be customized to support a wide range of applications including peripheral, abdominal, cerebral, thoracic, cardiac and non-vascular interventional and diagnostic procedures.

The Allura Xper system comprises five functional building blocks:
1. Geometry,
2. X-ray Generation,
3. Image Detection,
4. Viewing.
5. User Interface.

1) Geometry:
a) The Allura Xper FD20 stand
The Allura Xper FD20 stand is a stable assembly of a C-arm and a ceiling suspended L-arm. The X-ray tube and the flat detector are integrated into the C-arm. This provides a compact assembly completely free from the floor, with maximal positioning flexibility and unrestricted access to the patient. The robust design ensures excellent reproducibility of projections, needed in for example subtracted imaging procedures and advanced 3D imaging. The L-arm can be rotated and moved in longitudinal direction allowing a three-sided patient approach and total body coverage.

- L-arm rotation around the patient table: +90, 0, -90 degrees.
- L-arm longitudinal movement: 300 cm

This movement features auto-stops at the parking position, cardio/neuro position and lower peripheral position. The Allura Xper FD20 stand allows a very wide range of projections, including PA and AP imaging.
In the head position (0 degrees position, L-arm parallel to patient table):

- C-arm rotation range (degrees): 120 LAO to 185 RAO
- C-arm angulation range (degrees): 90 CA to 90 CR (Full angulation capability determined by patient position)

In the side position (+90 / -90 degrees position, L-arm perpendicular to patient table):

- C-arm rotation range (degrees): 90 LAO to 90 RAO
- C-arm angulation range (degrees): 185 CA to 120 CR or 120 CA to 185 CR (Full angulation capability determined by patient position)

The stand provides fully motorized movements with variable and configurable maximum speed. Coupled to the BodyGuard detection system, it allows high patient throughput, supporting the busiest schedules.

- Variable C-arm rotation speed, up to 25 degrees/s
- Variable C-arm angulation speed, up to 18 degrees/s

L-arm rotation and longitudinal movements are motorized and can also be performed manual. The BodyGuard is a unique detection system for automatic safeguarding of patient and equipment. This detection system senses objects close to the detector and subsequently limits system movements. Therefore the Allura Xper FD20 adapts to the actual size of the patient and allows to take full advantage of the high speed movements.

The Allura Xper FD20 features Xper Access to position the Flat Detector in portrait and landscape imaging modes. The motorized variable source image distance (SID) between focus and Dynamic Flat Detector input screen can be adjusted from 86.5 to 123 cm. This allows for optimum patient accessibility, imaging coverage and projection flexibility.

1b) Patient support

The Xper Table provides feather-light manual float movement, even for heavy patients, thanks to the unique mono-bearing technology. The long flat carbon fiber tabletop provides ample space to place e.g. catheters and endovascular tools. On customer request, the standard table top can be replaced by a table top for neuro procedures. This table top has a smaller width at the head end for better imaging results in neuro procedures.

- Table top length of 319 cm, width 50 cm (neuro table top is 45cm at head end)
- Metal-free overhang 125 cm
- Floating table-top movement of 120 cm longitudinal and 2 x 17.5 cm transversal
- Motorized height adjustment range is 74.5-102.5 cm for a table without swivel nor cradle/tilt.
- Maximum cantilever of 223 cm , for full patient coverage
- Table tilt +17 /-17 degree (optional)
- Table cradle +15 / -15 degree (optional)
- Pivot range -90 to +180 or +90 t0 -180 degree, table can be locked at any position and indents at 0, -13 and +13 degree (optional)
- Table swivel, 78.2 cm longitudinal motorized (optional).
- Maximum patient weight 250 kg with 25 kg of accessories plus 500 N for CPR in any longitudinal position of the table top

The exam room operating modules, the Xper Geometry and the Xper Imaging Modules, can be attached to one of the three sides of the table, right, left and foot end, while operation remains intuitively logical. The Xper Geometry Module includes controls for storage and recall of two freely selectable single plane projections.

The Allura Xper FD20 system can be fitted with a comprehensive set of accessories to help you perform your procedures as conveniently as possible. Included are:

- 1 cerebral filter
- 3 rail accessory clamps
- 1 drip stand
- 1 mattress

The mattress is a slow recovery foam mattress with a density of 58 kg/m3. The mattress has a thickness of 7 cm and adapts to the body shape of the patient. It makes the pressure being

divided equally and it recovers when the patient is taken off the mattress. The light yellow cover is easy to clean. Patients are more relaxed due to the comfort of this mattress.

Set of Arm Supports (FCV0248)

Arm Support (FCV0258)

2) X-ray Generation
a) Generator
The Allura Xper FD20 comprises a dedicated high voltage generator system. This micro-processor controlled Velara CFD generator is based on high frequency converter technology. The user interface control of the Velara Generator is incorporated in the Xper module, the Xper Desktop Viewing Console, and the Xper on-screen displays.

The Velara CFD generator comprises:

- X-ray generator 100 kW
- Voltage range of 40 - 125 kV
- Maximum current 1250 mA at 80 kV
  Program selection
- Pulsed X-ray for pulsed fluoroscopy; 3.75, 7.5, 15 and 30 frames/s
- Pulsed X-ray for (subtracted) acquisition up to 6 frames/s for vascular applications
- Pulsed X-ray for acquisition up to 60 frames/s for cardiac applications (optional)
- ECG-triggered acquisition: allows acquiring one exposure for each QRS peak with a selectable delay time
- Minimum exposure time of 1 ms
- Automatic kV and mA control for optimal image quality prior to run to save dose
- Optimal X-ray tube load incorporated in the Velara CFD generator
- A collimator with two semi-transparent wedged filters with manual and automatic positioning
- SpectraBeam filtering of low energy radiation to optimize image quality and dose efficiency with MRCGS 0407 X-ray tube
- Grid switching at dynamic pulsed fluoroscopy
- Xper Beam Shaping, positioning of both shutters and wedges on the Last image Hold without the need for X-ray radiation Fluoroscopy
- Three programmable fluoroscopy modes can be selected from the Xper Imaging module. Each mode has a different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement and adaptive harmonization).

b) X-ray tube
The Allura Xper FD20 has the Maximus ROTALIX Ceramic grid switch tube assembly MRC 200 GS 0407 integrated in the C-arc. This MRC tube has an anode heat storage capacity of 2.4 MHU and 0.4/0.7 mm. nominal focal spot values. The tube has a maximal loading of 30 and 67 kW.
At dynamic pulsed fluoroscopy the tube uses grid switching technology to eliminate soft radiation and improve image quality. SpectraBeam allows for filtration of the x-ray beam with (a combination of) 0.2, 0.5 or 1 mm CU-equivalent filters.
Tube housing ROT-GS 1004 is for oil-cooling and has a build-in thermal safety switch. A rotor control unit is build-in for continuous rotation of the anode disk. The heat exchanger CU 3101 is for direct and continuous forced cooling with oil.

c) Parameter setting
The acquisition segment coordinates the parameters for automatic exposure control, ensuring

optimal X-ray tube loading for top image quality. Different programs can be selected via the Xper module and/or via the Xper Desktop Viewing Console. Several exposure techniques are provided for different types of examination:

- Serial imaging for DA and DSA with automatic exposure setting
- Single shot mode, acquisition frame rates: 0.5 to 6 images/s at 2048 x 2048, 12 bit matrix

Roadmap Pro can be selected from the Xper imaging module and/or Xper module. A vessel map is created and superimposed with (un)subtracted live fluoroscopy. Acquisition runs can be done during Roadmap without losing the vessel map. Roadmap Pro features Smart Settings in special clinical modes that are optimized to visualize special materials such as coils and glue. Live processing of the vessel map, the device map and the landmark map can be done on the Xper Module. Xres for vascular procedures is standard part of Roadmap Pro.

In Roadmap Pro R2 "Automatic Motion Compensation" (AMC) is added to the roadmap functionality. During roadmap, small movements of the patient can lead to subtraction artifacts. These artifacts might conceal important clinical information. "Automatic Motion Compensation" compensates for rigid, uniform (skeletal/table) translations and is therefore very effective in interventional (neurology) applications where subtraction imaging is applied. Disclaimer: AMC only corrects movement artifacts in 2 dimensions. 3 dimensional movements like swallowing or rotation of the head cannot be corrected.

Xper Fluoro Storage, a grab function, allows storage and archiving of a fluoro image or the last 20 seconds of fluoroscopy. These fluoro images or fluoro runs can be archived as a regular exposure runs.

3) Image Detection
The dynamic flat detector subsystem for fluoroscopy and fluorography procedures is 30 cm by 40 cm.
8 different imaging modes are available; 30*38/30*30/26*26/22*22/19*19/16*16/13.5*13.5/11*11 cm.
The digital output of the FD20 flat detector is 2k*2.5k image matrix at 14 bits depth in the largest mode.
XperAccess allows the flat detector to be rotated over 90 degrees from portrait to landscape and vice versa.
The DQE (Detective Quantum Efficiency) is >73 % providing high conversion of X-ray into a digital image, while maintaining a high MTF. The pixel pitch is 154 x 154 microns

Radiation Dose Structured Report
Collection of dose relevant parameters and settings and export to a DICOM database (e.g. PACS, RIS), according IEC60601-2-43, 2nd Edition.
The reported data can be used for, for example:
Quality improvement: evaluating trends in X-ray dose performance per facility, system and operator. RDSR enables analysis of average dose levels & variance for routinely performed exams and procedures. Also, typical system usage can be extracted from the data, helping to identify root causes behind deviations and measures to improve.
Analysis of individual patient cases: using dose levels and system usage per procedure
Alerting for high dose cases, timely identifying patients at risk for deterministic effects, for proper follow-up.
Xres is a multi-resolution spatial temporal noise reduction and edge enhancement filter for interventional applications. Xres exploits the full benefits of dynamic digital flat detector imaging to enhance sharpness and contrast and has been designed to reduce noise in fluoroscopy and

exposure runs. The settings for Xres Cardio can be customized to optimize image quality. Xres is Philips unique image processing algorithm developed at Philips Research for medical applications. Xres is used with Philips MR and US scanners next to Allura Xper systems.

4) Viewing
The Allura Xper FD20 comprises 3 TFT-LCD monochrome monitors to display the clinical images. 2 monitors are in the examination room and 1 monitor for viewing clinical images in the control room. These LCD monitors are designed for medical applications. The main LCD characteristics are:

- 19 inch monochrome TFT-LCD display
- Native format 1280x1024 SXGA
- 10 bit gray-scale resolution with gray-scale correction
- Wide viewing angle (approx. 160 degrees)
- High brightness (max 600 Cd/m2, default 500 Cd/m2)
- Push buttons for control functions on front
- User programmable and standard reference setting
- On Screen Display
- Internal selectable lookup table for gray-scale transfer function
- Internal power supply (110-240 VAC)
- Including LCD protection screen

Unless otherwise stated, a Flat Monitor Ceiling Suspension (MCS) for 3 monitors is included for viewing in the examination room. It includes motorized height adjustment for most configurations and ceiling heights. The MCS offers flexible monitor positioning over a range of about 360 x 300 cm, allowing free monitor positioning around the table. At customer request, this 3 monitor MCS can be replaced by a 4, 6 or 8 fold MCS or an MCS integration kit for non-Philips MCS. The MCS integration kit contains vital parts for system operation.
Of the two medical monochrome LCD monitors included in the MCS, one is used for viewing of live images and the other serves as the first reference display. Reference images or runs are controlled by infra-red remote-control Xper Viewpad.
The On-Screen Display provides status information on stand rotation, angulation, display of system messages, X-ray tube load status, selected fluoroscopy mode, selected detector Field of View, and both the rate and accumulation of the dose area product and skin dose. For cardiac applications, the system also monitors and displays body zone specific Air Kerma data (10 zones).

The Allura Xper FD20 offers a storage capacity of (optionally extendable) of 50,000 images at matrix size of 1024 x 1024, in 8 or 10 bit depth. With a matrix size of 2048 x 2048 this is 12,500 images. Maximum number of examinations is 999, with no limit to the maximum number of images per examination.

5) User Interface
Xper stands for PERsonalized X-ray system. Xper comprises three features:

- Xper Settings, which customizes the system to each user preferred settings,
- Xper User Interface, which is based on Philips harmonization principles used through all clinical modalities.
- Xper Integration, which makes advanced integration functionality available. Functionality like DICOM Query /Retrieve, background archiving, and Xper Fluoro Storage.

The Xper User Interface comprises a variety of User Interface modules in the Examination Room. There is the On-Screen Display, the Xper Module, and the Xper Imaging and Geometry Modules. The modules are described in further detail.

Continuous Autopush (NCVA090)

Continuous Autopush is an archive accelerator which ensures that background archiving continues with minimal disruptions

The On-Screen Display is positioned on the left side of the reference monitor. The following system information is displayed:

- X-ray indicator
- X-ray tube temperature condition
- Gantry position in rotation and angulations
- Source Image Distance
- Table height
- Table tilt angle (if option is installed)
- Table cradle angle (if option is installed)
- Detector field size disp lay
- General System messages
- Selected Frame speed
- Fluoroscopy mode
- Integrated fluoroscopy time
- Skin Dose: dose rate at X-ray, cumulated dose at no X-ray
- Dose Area Product: dose rate at X-ray, cumulated dose at no X-ray
- Graphical bars for Body Zone specific dose-rate and accumulated skin dose levels, related to the 2 Gy level (cardiac applications only)
- Stopwatch

The Xper ViewPad contains the preprogrammed function settings. The system is provides with two Xper Viewpads. The following functions are provided:

- Run and image selection
- File and run cycle
- File overview
- Store to Reference image file
- Copy image to photo file
- Digital (fixed)zoom and panning
- Recall reference images, which means switching control of Xper
- ViewPad function from life to reference monitor
- Laser pointer, intended to point at regions of interest on the imaging monitors
- Led indication of laser pointer on/off and battery low
- Subtraction on/off
- Remasking
- Landmarking

The Xper Module can be connected at tableside or in the control room. Optionally, it is possible to connect in parallel up to three Xper Modules on the system. This module has a touch screen,

which can be operated when covered with sterile covers. The Xper Module contains the following functionality:

- Acquisition settings
- Selection of Xper Setting, which incorporates a list of function
- Settings to set frame rates and x-ray generation settings applicable for the type of the preferred intervention.
- Automatic Position Control (optional) for stand positioning and the table positioning options
- Image Processing parameters can be adjusted on the Xper Module
- Quantitative Analysis (optional) like coronary analysis, left ventricular and vessel analysis can be performed on the Xper Module
- Interventional tools operation (optional) like Allura Xper FD20 3D-RA, 3D-Roadmap, StentBoost, Allura Xper FD20 3D-CA, XperCT and XperGuide can be operated from the Xper module
- Operation of Xcelera, XperIM and ViewForum viewing (optional)
- Operation of CX50 Ultrasound (optional)

NCVA778 The second Xper Module is equal to the standard Xper Module and provides touch screen control of displayed functionality.

The Xper Geometry module can be positioned at either three sides of the patient table; left, right or foot-end, while keeping the button operation intuitive. The Xper Geometry module provides the following functionality:

- Tabletop float
- Table height position
- Source Image Distance selection
- Xper Access flat detector rotation
- Gantry positioning
- Longitudinal movement of the Gantry along the ceiling
- Gantry rotation in an axis perpendicular to the ceiling
- Store and recall of two scratch gantry positions including SID
- Emergency stop button
- Execute button of the Automatic Positioning Control (APC)
- Unlocking button for table pivot function
- Table tilt and cradle controls (if option is installed)

The Xper Imaging module can also be positioned at one of the three sides of the patient table, while keeping the button operation intuitive. The Xper Imaging module provides the following functionality:

- Fluoroscopy Flavor selection defined per Xper Setting
- Shutters and Wedge positioning on Last Image Hold
- Manual or automatic semitransparent wedge filter
- Xper Fluoro Storage and Grab
- Selection of the Detector field size
- Positioning of the shutters
- Reset of the fluoroscopy buzzer

- Selection of Roadmap Pro and SmartMask (optional)

Both Xper Geometry and Imaging modules are provided with a protection bar. This removable bar protects the buttons from unintended control.

The control room comprises a Xper Review Module, two LCD monitors on special LCD monitor stands and a keyboard with mouse. The monitors are shared screens; the left monitor is the Xper data color monitor, and the right monitor is the Xper review B&W medical monitor.
An intercom system is connected independently from the system allowing placement at the preferred working position in the control room and examination room. The listen function can be selected separately on each intercom. Activating the talk function on one intercom automatically disables this function on the other intercom.

The Xper Review Module offers hardware with basic functions for fast and efficient review. The most prominent functions can be controlled by the push of a button. The Xper Review Module comprises the following functionality:

- Power on/off
- Tagarno wheel to control the review of a patient file
- File and run cycle
- Contrast, Brightness, and Edge enhancement settings
- File, Run, and Image stepping
- Run and file overview
- Image invert and digital zoom
- Go to original settings
- Reset fluoroscopy timer and enable/disable X-ray

The Xper data monitor is a 19" TFT-LCD color monitor. The Xper data monitor is part of a shared screen with the Xper review monitor controlled with a standard keyboard and mouse. The data monitor is intended as the patient data interface, The workflow is divided in scheduling, preparation, acquisition, review, report, and archive. System information is displayed on the bottom of the data monitor:

- Stopwatch and Time
- System guidance information
- Dose Area Product (DAP) and Skin Dose, as dose rate during
- X-ray, and accumulative dose at no X-ray
- Frame speed settings, fluoroscopy mode, and accumulated fluoroscopy time
- Exposure and fluoroscopy settings as Voltage (kV), Current
- (mA) and pulse Time (ms)
- Geometry information as rotation, angulation, and SID

Scheduling
In the scheduling page it is possible to add new patients. The patients can be listed and selected per date, physician, and intervention type. Previous DICOM patient studies can be uploaded with the DICOM Query Retrieve function in the Allura Xper FD20 system. Patient management protocols are flexible and allow for multiple studies to be selected under one patient identification number. This means that new studies can be appended to an earlier patient file. Furthermore, each study can contain multiple examinations
to allow for split administrative purposes. Each examination contains multiple files, like acquisition file, reference file, and QA results file.

Preparation
The preparation page provides the information of the room and patient preparation of each individual physician. The preparation page is customizable per Xper Setting and allows each physician
to provide his own room protocols. This preparation page makes hard copies of the protocol instructions redundant.

Acquisition
The acquisition page contains information on the current selected patient.

Review
The review page allows for reviewing of patients:
Previous examination cases
Review of other DICOM XA or DICOM SC studies

Archive
Clinical studies can be archived to a CD or a PACS. The archive process can be completely automated and customized with Xper Settings. Parameters like multiple destinations, archive formats
can be selected to the individual needs and wishes for programming under the Xper Settings. The Xper review monitor is a black and white monitor, which is shared with the color data monitor. The monitor is a 18"TFT-LCD B&W monitor. The Graphical User Interface on the Black and White monitor has the following features and possibilities:

- Step through file, run, or images
- File, and run overview
- Contrast, brightness, and edge enhancement settings
- Flagging of runs or images for transfer
- Applying text annotation in images
- Optional DICOM printing
- Executing Quantitative Analysis Packages if available
- Subtraction functionality
- Zoom/pan functionality
- Electronic shutters
- Video Invert
- View Roadmap Pro, stacking of images
- Landmarking

The Xper DICOM Image Interface enables the export of clinical images to a destination like an Xcelera DICOM Recorder or a PACS server. The export formats are based on DICOM 3.0 protocols. The system exports clinical studies in DICOM XA or DICOM Secondary Capture formats.

- The Xper DICOM Image Interface transfers through its fast Ethernet link, making images available on-line within seconds. The archive process can configured by Xper Settings. The images are sent out either in the background, or manually upon completion of the examination. The export format is configurable in 512x512, 1024x1024 or 2048x2048 (unprocessed) matrix, in 8 or 10 bit depth. The examination can be sent to multiple destinations for archiving and reviewing purposes. The Xper DICOM Image Interface provides DICOM Storage and DICOM Storage Commit Services.

The DICOM Query/Retrieve function allows older DICOM XA MF and DICOM SC studies to be uploaded in the system. Furthermore, additional information can be appended to a study, while keeping the patient identification the same.

Access to the system from a Remote location is possible via network or modem connection. Remote access to a system can shorten the time needed for e.g. changing system settings or problem diagnosis.

EcoVision
At Philips Healthcare, we feel the responsibility towards society and the environment. The latest Allura Xper FD20 system is a perfect example of our EcoVision program. By examining every aspect of the Allura Xper FD20 design and development through a green eye, we drastically reduced the products environmental impact.

Clinical Education Program for Allura Systems

Essentials OffSite Education: Philips will provide up to two (2) Cardiovascular Technologists, Registered Technologists Registered Nurses, or other system operator as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and work-flow of the cardiovascular imaging system. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This class is a prerequisite to your equipment handover OnSite Education. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. **Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292102 (CV Full Travel Pkg OffSite) is purchased with all OffSite courses**

Handover OnSite Education: Philips Education Specialists will provide twenty-eight (28) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 28 hours, and must include the two OffSite education attendees. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. **It is highly recommended for systems that are fully loaded or for customers with a large number of staff members to also purchase 989801292099 (CV Add OnSite Clin Educ 24h).**
The above education entitlements expire one (1) year from equipment delivery date. Ref# 106107-071214

2 **NCVB691 Yes, re-use of Clea ceiling 1

Line #	Part #	Description	Qty
3	**NCVB686	Yes, re-use of L-arm Carr Park	1
4	**NCVB629	FlexVision XL,XperHD,Snapshot	1

FlexVision XL is an integrated viewing solution designed to give you full control over your viewing environment.

The FlexVision XL provides the ability to:

- Display 2 to 8 screens simultaneously from up to 16 sources (incl. third party systems) on the Philips 56-inch color LCD in the Exam Room.
- Resize and/or enlarge information at any stage during the case.
- Select and customize viewing lay-outs of the Philips 56-inch color LCD via the Xper table-side module

  XperHD on FlexVision XL brings High Definition viewing for clinical images. Native resolution of FD20 can be displayed. Excellent sharp and crisp clinical images can be displayed at full size without digital zoom.

  Xper HD brings:
  - High Definition imaging
    – Sharp images at full size without zoom
  - High Definition display at native resolution
    – Up to 2k*2k image display fully integrated
  - High Definition for the ultimate detail
    – Enhanced small vessel visualization
  - Overview connected equipment (incl. third party systems) from a single location.

The FlexVision XL consists of:

- OmniSwitch
  - OmniSwitch allows the user to direct and switch the video output of all connected medical equipment to specific sub windows of the Philips 56-inch color LCD in the Exam Room.
  - OmniSwitch is a 16 channel video-switch operated from the Xper tableside module. 16 channels are available for a mix of up to 7 internal and up to 9 external inputs.
  - OmniSwitch supports a wide variety of display formats (up to 1600x1200).
  - External inputs are connected to OmniSwitch via Wall Connection box(es).
- Medical grade, high resolution color LCD in the Exam Room
  - This display supports the image quality requirements for monochrome X-ray images as well as color images and replaces all displays normally delivered with an Allura Xper FD system for the Exam Room.
  - Main characteristics are:
    - 56 inch, 8 Megapixel color LCD
    - Native resolution: 3840x2160
    - Brightness: Max: 450 Cd/m2 (typical) stabilized: 350 Cd/m2
    - Contrast ratio: 1200:1 (typical)
    - Wide viewing angle (approx. 176 degrees)
    - Constant brightness stabilization control
    - Lookup tables for gray-scale, color and DICOM transfer function
    - Full protective screen
    - Ingress Protection: IP-21

Line #	Part #	Description	Qty

- Large color LCD control (Xper Module)
  - Resize and/or enlarge information at any stage during the case via the Xper tableside module in the Exam or Control Room
  - Select viewing lay-outs via the Xper table-side module in the Exam Room
  - Create new layouts by matching inputs to desired locations on preset templates.Monitor Ceiling Suspension
  - Monitor ceiling suspension for use in the Exam Room carries the 56 inch color LCD, providing highly flexible viewing capabilities. The monitor ceiling suspension is height-adjustable and moveable along ceiling rails. It can be positioned on either side of the table.
- Isolated Wall Connection Boxes
  - Up to 8 Isolated Wall Connection Boxes can be connected to FlexVision XL.
  - Through Isolated Wall Connection Boxes, 3rd party equipment can be connected to the FlexVision Omniswitch.
- Snapshot
  - The snapshot function allows the user to store/save a screen-capture of any image on the 56" display as a DICOM Secondary Capture image to a connected PACS. The snapshot-all function allows the user to store/save a screen-capture for each displayed image in the Exam Room / Control Room as separate DICOM Secondary Capture images.

5	**NCVB709	**New MRC-GS 04/07**	1
6	**NCVB308	**New MCC**	1
7	**NCVB683	**New clip rails for MCC**	1
8	**NCVB171	**3D-RA R.6**	1

Allura 3D-RA assists physicians in decision making for treatment strategy in endovascular procedures, neuro or vascular surgery or even radiotherapy.
Allura 3D-RA reduces the number of DSA acquisitions and fluoroscopy time needed to perform an examination. This means less X-Ray dose for the patient and the medical staff and a reduced quantity of dye, leading to reduced procedure costs.
Allura 3D-RA provides a unique assessment after treatment due to the use of non-subtracted images that allows to shows devices stents, coils, clips and provide the optimal stand projection for endovascular treatment.
Allura 3D-RA provides a wide range of communication facilities to export 3D images.

1 Image Acquisition
Image acquisition is performed with the Rotational Angiography feature of the Allura Xper FD series with the flexibility to position the C-arm in either head or side position.
C-arm in Head position: the Rotational Angiography run is performed over a scan range of 240 degrees with a rotation speed up to 55 degrees/sec.
C-arm in Side position: the Rotational Angiography run is performed over a scan range of 180 degrees with a rotation speed up to 30 degrees/sec.

2 3D Vessel Reconstruction
The rotational run is automatically transferred and displayed as a 3D vessel model: with the Real-Time digital link (option) 120 images are reconstructed into a 3 dimensional model within seconds.

Additional reconstructions, using the Reconstructive Zooming Technique, can be performed as well.

3 Workflow:
Allura 3D-RA in combination with the Allura Xper FD series will provide an optimal workflow via the following workflow enhancers:
Complete automated 3D-RA process from 3D acquisition to 3D Viewing: no user interaction needed.
3D at Xper Module (option); With the Xper module the physician has all required 3D functionality at tableside. At the touch screen module functionality like rotating, panning, zooming, AVA, virtual stenting, 3D-APC and 3D Follow C-arc can be performed. With the mouse tablet all other functios can e performed so that there is is no need for the Physician to leave the examination room.
3D Automatic Position Control (3D-APC); When the optimal working position has been choosen via the Allura 3D-RA interventional tool, the C-arc will automatically steer to this position.
3D Follow C-arc; When the position of the C-arc (not using any X-ray) is changed, the 3D volume will automatically follow the position of the C-arc. This means the position of the C-arc (and therefore the 2D projection) and the 3D volume are always aligned. As last seen; when the user leaves the patient in the model and later selects that patient again, the Allura 3D-RA interventional tool will return to the image last used by the user.
Mouse over: When moving the mouse cursor over a button the mouse over text will show up to explain the function of that specific button.

4 Calibration
Allura 3D-RA calibrations are performed by Philips Healthcare Customer Support. Allura 3D-RA calibration data are stable over at least 6 months time.

5 Viewing
A Real Time user interface is available with 3D-RA, providing 3D object viewing in any space direction. A graphical display of (C-arm) stand position including angulation/rotation for any projection.
Philips' CRM (Contrast Resolution Management) Technology for a considerable increase in contrast resolution in all volumes.
Various Image Rendering possibilities: Volume/Surface Rendering, MIP, Endoscopy, SUM (pseudo x-ray image) Gradient rendering; the possibility to display the vessel structure transparently.
Cut-plane function to get a precise insight of the shape of the pathology
Orthoviewer providing a multi-planar visualization of objects using the different Image Rendering possibilities.
MPR (Multi-Planar Reformatting): enables visualization of the volume in all three standard projections (coronal, sagital and axial) Especially useful for optimal viewing of spine procedures (e.g.Vertebroplasty)
SpineView: special acquisition protocol for optimal viewing of the spine, especially osteoporotic vertebrae
CalciView: allows visualization of Hyper dense plaque in 3D, separately or in relation to the lumen.
5 different distance measurements calculated in the same volume, including "Quick measurement" feature
Volume calculation
Automated Vessel Analysis (AVA), provides information on vessel segment diameter, area and length with only three mouse-clicks. Endoscopic and cross sectional views are available.
Computer Assisted Aneurysm Analysis (CAAA), providing information on Aneurysms, like volume, neck size etc..
Catheter tip shape simulation, providing information on how to shape the catheter tip.
Virtual stenting; Ability to simulate a stent placement in a selected vessel segment for proper stent sizing. All relevant data of the simulated stent are displayed
Annotation: text can be added to a volume to capture comments.
Interpolative Zoom
Reconstructive Zooming Technique, 2 additional user defined reconstructions focused on the

Volume Of Interest (VOI) using different cube size and voxel resolution.
Subtraction of reconstructed volumes, allowing to visualize vessels without embolization devices (stents, coils, clips,..) to assess the outcomes of treatment
Automatic Voxelshift: compensates for movement when rendering subtracted or superimposed volumes
Set the grey values WW/WL
Store/Recall of user defined projections.

6 Archiving
Transfer to:
Optional Hard Copy unit (DICOM Print)
Any optional DICOM compatible device (e.g. PACS/ViewForum/Xcelera), supported are DICOM XA, DICOM SC, DICOM CT and DICOM 3D
Any PC in a standard PC compatible format (JPEG,AVI)
One or multiple DVD's, CD-ROM(s) for easy archiving
Store a subset of exportable objects (snapshots and AVI Movies) to a USB removable memory device.

Clinical Education Specialists will provide sixteen (16) hours of tailored CV 3DRA OnSite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEUs are not available in all cases. Please read Guidelines for more information, which will be provided to you during the scheduling process. Education Hours: Mon – Fri 8:00am to 5:00pm, except Monday and Friday are half-days to allow for trainer's travel. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. Education expires one (1) year from equipment delivery date (or purchase date if not sold with equipment).

9 **NCVB294 **Set of 2 additional 21in. LCDs** 1

Two 21inch additional displays are located on top of the monitor ceiling suspension frame which carry the 56 inch large screen color LCD display.

These 2 additional LCD's can be used to display additional video sources or used as display back up for Hemo and Xray Live images. These LCD's have a fixed content.

Main characteristics of back-up displays are:

- 21.3 inch, 2 Megapixel color LCD display
- Max. resolution: 1600x1200
- Brightness: 450 Cd/m2
- Contrast ratio : 550:1
- Wide viewing angle (approx. 170 degrees)
- Constant brightness stabilization control
- Independently selectable brightness settings for monochrome and color images
- Independently selectable lookup table for gray-scale, color and DICOM transfer function

FCV0587, "XPer Live/Ref Slaving" required when displaying X-Ray Live as back-up.

10 **FCV0604 **DoseAware Bundle** 1

DoseAware Bundle

DoseAware is a unique solution providing staff working in an X-Ray environment with direct, real time dose feedback, enabling them to optimize their behaviour and reduce exposure to scattered dose. The DoseAware bundle comprises:

- 1 BaseStation Package
- 10 PDMs
- DoseManager
- 2 PDM racks.

Base Station Package

The Base Station is the heart of the DoseAware system. It offers Online View, which displays real time dose rate and immediate dose data for any Personal Dose Meter (PDM) in range. The Walk-Up View enables easy access to personal dose history and PDM settings.
The Base Station has a touch screen interface and wireless communication with the PDM. The PDM dose information is stored within the Base Station and can be retrieved by the DoseAware Dose Manager software via a standard network interface to complete the DoseAware system with archiving and reporting functions.
The Base Station package includes also:

- a cradle and the DoseView software package that can be installed on a local PC (not included), which has Windows XP or Vista as operating system.
- Mounting material for the Base Station, facilitating mounting on a wall or on a Philips Monitor Ceiling Suspension or a Philips mobile C-arm system.

10 Personal Dose Meters
The Personal Dose Meter (PDM) is a small and easy to wear active X-ray dose meter intended to measure and store received X-ray dose of staff, present in an X-ray room during radiation. The PDM has build-in radio-frequency wireless communication (868.3 Mhz for Europe version, 915 Mhz for USA version) to connect to the DoseAware Base Station for real time dose-rate indication and has a long battery life for maintenance-free usage. In addition it can be personalized to increase interest and awareness. The PDM not only records warning level profiles every second for a total of 3600 sec (cyclic overwritten), but also stores accumulated dose data every hour for maximum 5 years. A clip and a lanyard holder are included to facilitate easy wearing.

The PDM can be configured via the cradle, DoseView, and Dose Manager Software.

Dose Manager Package

The Dose Manager is a software program that serves as archive and reporting facility for all dose data of the DoseAware system. It allows tracking of multiple PDM's at a location.

Core functionality is:

Line #	Part #	Description	Qty

- Store and manage dose history for multiple PDM's
- Collect all dose history from connected Base Stations via the network
- Browse dose history of PDM's as graph or table
- Export dose data for personal analysis with other software tools, like Windows Excel
- Create and print reports of dose history

11 **NCVB591 **2ND REF for FlexVision XL** 1

2nd REF for FlexVision XL is optional on FlexVision XL. Second Ref images will be displayed on the large screen monitor.

12 **NCVC017 **19" monitor size - standard** 1

13 **NCVB157 **Yes, Existing room is Philips** 1

14 **NCVA014 **Maximus Rotalix Ceramic Grid Switch T A MRC200-GS** 1

30kW small focus and 67 kW Large focus loading with anode heat storage capacity of 2.4 MHU.

Features:

- Maximus ROTALIX Ceramic tube with 0.4 / 0.7 mm nominal focal spot values.
- Tube housing ROT-GS 1004 for oil cooling with built-in thermal safety switch
- Grid switching with dynamic pulsed fluoroscopy
- Rotor control unit for continuous rotation of the anode disk.
- Cooling unit CU 3000 heat exchanger for direct and continuous forced cooling with oil.
- High Voltage cables

15 **NCVB120 **Ceiling height < 290cm, >270cm** 1

16 **FCV0587 **Xper Live/Ref Slaving** 2

Xper Live/Ref Slaving
The Xper Live/Ref Slaving will enable the option to slave the Live or Ref video source from the Allura Xper. The total amount of Xper Live/Ref Slaving that can be selected is max 4.
Xper Live/Ref Slaving is possible:
- In Control Room icw FCV0011(B/W monitor in Control Room)
- In Philips MCS (additional monitor excluded from this option)
- Icw FCV0519 1 or 2 MCS from Skytron/Steris

17 **NCVA092 **Lab Reporting** 1

Lab Reporting allows the user to generate and print simple reports in modality stand-alone situations. The user is able to incorporate free text and clinical images. The reporting functionality is suited for local printing and email. Part of the report is generated automatically from administrative data (e.g. patient/exam data hospital name) and required data (e.g. run-log dose information and event-log).

18 **NCVB879 **Aut Pos Contr Xper sys & table** 1

Line #	Part #	Description	Qty

This Automatic Position Controller (APC) combines APC for Allura Xper FD10 and FD20 systems with table APC.
System APC provides two modes of operation:
Preset Position Sequence: the sequence of projections is determined through personnalized Xper Settings. Each set contains a maximum of 10 positions. Positions can be recalled in sequence or directly. The projection sequence comprises rotation angulation and SID settings related to the selected reference image.
Reference driven positioning: The projections on the reference monitors can be recalled with the push of a button. The reference driven positioning recollects the C-arm rotation angulation Flat detector image format and SID.
Table APC
The Automatic Position Controller (APC) for the table provides two modes of operation:
Auto positioning. The tabletop position and table height will be adjusted automatically to the pre-defined default point of interest. This to save time and x-ray dose at the start of an exam or for setting up the system for rotation scans.
Store/recall of a position of the table top. This includes the height-, longitudinal- and lateral position of the table top.

19 **NCVA695 **FD Rotational Angio** 1

Rotational angiograpy provides real-time 3D impressions of complex vasculature and coronary artery tree. It acquires multiple projections with just one contrast injection via a fast rotational scan of the region of interest.

Rotational Angiograpy can be used during screening procedures to quickly determine the optimal projection for the study as the angle (rotation/angulation) of the projection is indicated on each image.

Compared with traditional angiography, Rotational Angiography can save considerable time, dose and contrast, while providing image detail required for diagnostic and therapeutic decisions.

A rotational scan is possible both with the Allura Xper systems in the side position (ceiling mounted systems) and in the head position, providing the flexibility to perform procedures virtually from head to toe.

C-arm in side position:

- Max. rotation Speed: 30 degrees/s
- Max. rotation Angle: 180 degrees

C-arm in head position:

- Max. rotation Speed: 55 degrees/s
- Max. rotation Angle: 305 degrees

Max. Frame speeds are given by the framespeed specifications of the system configuration.

Line #	Part #	Description	Qty

The speed and range of rotation are the highest available (see table). The very high speed allows using less contrast, whereas the very wide rotation range provides a complete evaluation of the anatomy.

A contrast run can be followed up with a mask run, to allow image/run subtraction.

The stand is designed for a very high mechanical stability. It offers precise positioning and high reproducibility, assuring you of high quality images and excellent subtraction studies.

Operation of Rotational Angiograpy is extremely easy. The procedure is selected, set up and executed virtually in a matter of seconds, supporting the highest patient throughput.
A set of dedicated acquisition programs is available on the Xper Module and can be selected at the touch of a button. The rotation end- and start-positions are easily selected. The procedure is controlled from the exposure hand- or footswitch.

20 **NCVA693 **FD Dual Fluoro** 1

Dual Fluoro for Flat detector systems

The Dual Fluoroscopy mode allows digitally processed fluoroscopy in parallel with trace subtract fluoroscopy, providing a non subtracted reference fluoro image for complex interventions.

This option provides an additional fluoro channel in parallel to the default fluoro channel. The Dual fluoroscopy mode is selected via the Xper module.
The trace subtracted fluoro image will be displayed on the exam monitor, the non-subtracted fluoro image is displayed on the reference monitor.
In Dual Floro mode, The fluoroscopy image on the exam montitor can be zoomed digitally with a factor 2, providing a larger view of the region of interest for complex interventions. The fluoro zoom function is controlled via the Xper module.

21 **NCVA097 **Cath Arm Support** 1

For brachial catheterisation and digital imaging technique
The support is made of X-ray transparent material with exception of the fixingclamp and pivots.

22 **NCVA101 **Peripheral X-ray Filter** 1

Set of flexible x-ray filters to provide an uniform density in angiographic examinations of the lower peripheral area.
Comprising:
- one central filter, at the top edge provided with sizing markers at every 5 cm, length : 1 m
- two side filters, length: 1 m

23 **NCVA783 **Pivot for table base.** 1

For angiographic- and interventional procedures of the upper peripherals.
Provides improved table access for patient transfer.
Allows pivoting of the table base around its vertical axes.
Pivot range from -90 degrees to + 180 degrees (or -180 to +90 degrees) with locked positions on 0, -13/+13 (facilitating arm-angiography) and -90/+90 and 180 degrees.

Comprising:

- pivot device with graduated scale to be mounted on the universal floor plate of the table.

Compatible with Xper Table

Line #	Part #	Description	Qty
24	**NCVB199	**Table top brake kit for the Xper Table**	1

The table top brake kit prevents the table top from floating in case of a power off situation.
A friction brake is applied to stop the longitudinal and lateral movement of the table top.

25	**FCV0510	**Long mattress cardio**	1

Patient mattress, thickness 70 mm, length 3165 mm, width 500 mm

26	**FCV0017	**CABLE CARRIER CS**	1

Additional carrier for suspension of cable hose from X-ray tube assembly or TV monitor.

27	**NCVB878	**Interventional Tools Hardware**	1

The Interventional Tools hardware is the computer that enables the Allura 3D interventional tools, It allows to import and view DICOM compatible data from other imaging modalities.
The Interventional Hardware comprises at least:
Computer Workstation
19" LCD color monitor
4 GB memory
Primary hard disk for the Operating system and application Software
Secondary 500 GB hard disk for application data
Internal CD-Rom / DVD writer
Mouse tablet to interact with all the interventional tools at the table side.
Operating Software
Microsoft Windows XP Professional UK Operating System
Comprising:
19" SXGA LCD color monitor
Conditionally:
FD Calibration Tool Kit for 3D-RA and XperCT
Phantom for geometry calibration
Phantom for user validation
Verification toolkit for 3D-CA and StentBoost
Phantom for user validation
Compatible with:
Allura Xper series 7 onwards

28	**NCVA590	**Real time image link**	1

Real Time digital image link to an off-line Allura Interventional Hardware station. This applies on the applications 3D-RA, StentBoost and 3D-CA on the Interventional Hardware. This dedicated digital link sends raw or processed image data (depending on the application) real time during monoplane exposures to the connected Interventional Hardware station, to allow instant results of the applicable reconstruction after the exposure run.
In biplane systems, this digital link is available for the frontal channel only.

29	**NCVA116	**3D RA Control for Xper Module**	1

Line #	Part #	Description	Qty

Table Side Module functionality for Allura Xper FD20 used with Integris 3D-RA Release 4.2.
For further improvement of interventional procedures efficiency the following workflow enhancers are made available in the examination room: With the Xper touchscreen module the physician has all 3D functionality needed at tableside. Functionality like rotating panning zooming AVA Virtual stinting 3 and 3D Follow C-arc can be perfomed. No need for the Physician to leave the examination room. 3D Automatic Position Control (3D-APC); when the optimal working position has been chosen via the Integris 3D-RA interventional tool the C-arc will automatically steer to this position.3D Follow C-arc: When the position of the C-arc (not using any X-ray) is changed the 3D volume will automatically follow the position of the C-arc. This means the position of the C-arc (and therefore the 2D projection) and the 3D volume are always aligned.

30 **NCVB168 3D Roadmap 1

3D Roadmap extends the capabilities of the integrated 3D product by providing a sustainable 3D roadmap to support interventional procedures. The 3D Roadmap option matches the real-time 2D fluoroscopy images with the 3D-RA reconstruction of the vessel tree. It provides a 3D real time insight of the advancement of the guide wire, catheter and coils through complex vessel structures. 3D roadmap has automatic motion compensation for the neuro runs. When the automatic motion compensation function is active, this functionality will constantly correct the motion artifacts which can be present in the 3D Roadmap image.

Image Acquisition
The 3D Roadmap is based on the visualization of the vessel tree out of 3D-RA The 3D Roadmap is activated with one button touch at tableside (Xper Module). Select the 3D Roadmap function on the touch screen module, activate fluoroscopy and the 3D Roadmap is activated. The "live" 2D fluoroscopy image is overlaid with the 3D volume of the vessel tree and is automatically displayed on the 3D roadmap monitor in both the examination and control room.

Intuitive, fully controlled from tableside:
The bidirectional link between the X-ray system and the 3D Roadmap allows the user to select the optimal stand position for the procedure in two ways. 3D Automatic Position Control allows the gantry to automatically move to the best interventional projection as shown on the 3D Roadmap monitor. 3D Follow C-arc allows the 3D Roadmap to remain in sync with the 2D projection, automatically adjusting viewpoint as the gantry is repositioned

- Landmarking to adjust the intensity of the anatomical reference surrounding the vessels;
- 3D blending to fade in/out the 3D view;
- WW/WL settings to control the contrast/brightness;
- Store and review runs for reporting and archive purposes;
- Store snapshots and movies.

3D Roadmaps can be sent to:
Any optional DICOM compatible device (e.g. PACS/ViewForum/Xcelera), supported are DICOM XA, DICOM SC, DICOM CT and DICOM 3D
Any PC in a standard PC compatible format (JPEG,AVI)

And stored/archieved on
A PACS systems as DICOM Secondary Capture images or movies
USB removable memory device
One or multiple DVD's, CD-ROM(s) for easy archiving
Hard copy via the (DICOM Print) protocol

31 **NCVB167 MR/CT Roadmap 1

MR/CT Roadmap extends the capabilities of the integrated 3D product by providing a sustainable 3D roadmap based on previous acquired CT or MR scans to support interventional procedures. The MR/CT Roadmap option matches the real-time 2D fluoroscopy images with the 3D volume of CT or MR.

The CT or MR data can visualize in either 3D (e.g vascular structure) or with 2D slice in the same orientation as the 2D fluoro image. It provides a 3D real time insight of the advancement of the guide wire, catheter and coils through complex vessel and anatomical structures

Image Acquisition
A previously acquired CT or MR scan can be imported into the system and matched with a low dose 3D-RA or XperCT scan The MR/CT Roadmap is activated with one button touch at tableside (Xper Module). Select the MR/CT Roadmap function on the touch screen module, activate fluoroscopy and the MR/CT Roadmap is activated. The "live" 2D fluoroscopy image is overlaid with the MR/CT volume presented in 2D or 3D and is automatically displayed on the roadmap monitor in both the examination and control room.
Intuitive, fully controlled from tableside:
The bidirectional link between the X-ray system and the MR/CT Roadmap allows the user to select the optimal stand position for the procedure in two ways. 3D Automatic Position Control allows the gantry to automatically move to the best interventional projection as shown on the MR/CT Roadmap monitor. 3D Follow C-arc allows the MR/CT Roadmap to remain in sync with the 2D projection, automatically adjusting viewpoint as the gantry is repositioned.

- Easy 2 step registration of the MR/ CT volumes
- Landmarking to adjust the intensity of the anatomical reference surrounding the vessels and tissue
- 2D and 3D blending to fade in/out the 2D or 3D view;
- WW/WL settings to control the contrast/brightness;
- Store and review runs for reporting and archive purposes;
- Store snapshots and movies.

MR/CT Roadmaps can be sent to:

- Any optional DICOM compatible device (e.g. PACS/ViewForum/Xcelera), supported are DICOM XA, DICOM SC, DICOM CT and DICOM 3D.
- Any PC in a standard PC compatible format (JPEG,AVI).

And stored/archieved on

- A PACS systems as DICOM Secondary Capture images or movies.
- USB removable memory device.
- One or multiple DVD's, CD-ROM(s) for easy archiving.
- Hard copy via the (DICOM Print) protocol.

32 **NCVA879 Xper CT R2 1

XperCT extends the capabilities of the angio system offering CT like imaging. The XperCT acquisition scan acquires up to 620 images.The 620 images ensure a high quality reconstruction of a CT-like volume to visualise soft tissue.

XperCT includes frame rate extension to increase the system acquisition speed up to 60 frames per second. The high frame rates are beneficial for the dedicated abdomen protocols: fast acquisitions times in 5 or 10 seconds.

The XperCT imaging process is fully automated in the Xper system. The XperCT 3D volume is displayed automatically within 1 minute (from acquisition to display): no user interaction required. Especially in critical cases it is important to obtain a fast overview.

The 3D volume can be viewed in the control room and in the examination room. The slice view is performed by scrolling through the volume. Slice thickness and ww/wl can be varied upon user need. XperCT can be controlled via the Xper 3D module at tableside.

In addition the XperCT volume can be matched with Allura 3D-RA. This view combines soft tissue information with high-resolution vessel information. The optimal view can be chosen with the orientation of the 3D volume: the C-arc follows automatically.

Pre-requisite:

- Interventional HardWare
- Real Time Link
- FD Rotational Angio
- Frame rate extension

Clinical Education Program for XperCT

CV XperCT Handover OnSite Education: Philips Education Specialists will provide eight (08) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. Education expires one (1) year from equipment installation date (or purchase date if sold separately). Ref# 335-100615

33 **NCVB845 **XperGuide Rel 2 SW** 1

XperGuide enables real-time needle guidance in the angio suite.
Virtual needle paths are created on an XperCT dataset or on the previous acquired CT or MR dataset.XperGuide option matches the real-time 2D fluoroscopy images with the 3D volume of XperCT, CT or MR; to visualize the actual needle path versus the virtual path previously planned.

This volumetric dataset can be viewed in any slice direction. A wide range of gantry projections can be used to define the needle path.
Path planning can be done:

- By drawing a virtual needle path on an XperCT, MR or CT slice
- By defining entry and target points on different XperCT,MR or CT slices
- By defining a help line on a 3D volume XperGuide automatically calculates the optimal gantry projections for the path and transfers them to the planning to draw the needle path.

The calculated virtual needle paths can be viewed on the XperCT, MR or CT slices, to verify if this path is feasible. XperGuide supports planning of multiple needle trajectories. During the needle procedure, XperGuide is fully controlled at tableside. When XperGuide is active, guidance is automatically active when the fluoro pedal is pressed. The live 2D image is projected over the XperCT, MR or CT volume The gantry can be positioned in the calculated gantry positions or controlled manually. The XperGuide images (live 2D flouro projected over the XperCT, MR or CT volume) will follow the gantry projections.
At table side, XperGuide adapts in real-time to the following parameters:

- Changes in the angulation of the C-arm
- Changes in the rotation of the C-arm

- Changes in the field of view
- Changes in the source image distance

XperGuide run are in the same patient file as all other patient related data. All this data can be reviewed at any time.
XperGuide runs are stored together with the XperGuide movies and snapshots can be sent to:

- Any optional DICOM compatible device (e.g. PACS/ViewForum/Xcelera), supported are DICOM XA, DICOM SC, DICOM CT and DICOM 3D
- Any PC in a standard PC compatible format (JPEG,AVI)

And stored/archieved on:

- A PACS systems as DICOM Secondary Capture images or movies
- USB removable memory device
- One or multiple DVD's, CD-ROM(s) for easy archiving
- Hard copy via the (DICOM Print) protocol

Clinical Education Program for XperGuide

CV XperGuide Handover OnSite Education: Philips Education Specialists will provide eight (08) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. Education expires one (1) year from equipment installation date (or purchase date if sold separately). Ref # 336-100316

34	**NCVA165	**1st Xper Module in Exam.Room**	**1**
35	**NCVA169	**2nd Xper Mod. in Control Room**	**1**
36	**NCVA856	**No room prepared for IVUS**	**1**
37	**989801292098	**CV Add OnSite Clin Educ 16h**	**1**

Clinical Education Specialists will provide sixteen (16) hours of CV OnSite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEU credits may be available for each participant that meets the guidelines provided by Philips. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. Education expires one (1) year from the earlier of equipment delivery date or purchase date.

38	**989801292102	**CV Full Travel Pkg OffSite**	**2**

Line #	Part #	Description	Qty

Includes one (1) participant's airfare from North American customer location to Cleveland, Ohio, with lodging, ground transportation, and meal expenses. Breakfast/dinner provided by the hotel, and lunch/breaks are catered by Philips. All other expenses will be the responsibility of the attendee. Details are provided during the scheduling process. Note: Cancellation/rescheduling policy strictly enforced.

Education expires one (1) year from equipment installation date (or purchase date if sold separately).

39 **989801292383 **Vasc Interventional Tools OffSite 20h** 2

A Philips Clinical Instructor will provide 20 hours (2.5 days) of in-depth didactic, tutorial and hands on training covering the Vascular Interventional Tools used in conjunction with the FD system. This course is designed to provide basic functionality, workflow and application knowledge necessary to fully utilize the Vascular Interventional Tools programs. Due to software release levels, the software used for training may slightly differ from software used at the trainee's facility. This course is highly recommended and will compliment your standard On-site training for Vascular Interventional Tools.

This 20 hour course is located in Cleveland, Ohio at the Cleveland Training Center. Due to program updates, the number of class hours is subject to change without notice. The customer will be notified of current total class hours at time of registration. CEU credits may be awarded if the participant meets the ASRT guidelines. **Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292445 (CV Partial Week Travel Pkg Offsite) is purchased.**

40 **989801292445 **CV 16h to 20h Travel Pkg OffSite** 2

Includes one (1) participant's airfare from North American customer location to Cleveland, Ohio, with lodging, ground transportation, and meal expenses. Breakfast/dinner provided by the hotel, and lunch/breaks are catered by Philips. All other expenses will be the responsibility of the attendee. Details are provided during the scheduling process. Note: Cancellation/rescheduling policy strictly enforced.
Education expires one (1) year from equipment installation date (or purchase date if sold separately).

41 **980306640009 **Blue Anti-Fatigue Floor Mat w/ Logo** 2

Blue Anti-Fatigue Floor Mat w/ Logo

42 **980406041009 **Rad Shield w/ Arm (Contoured) 61X76** 1

Contoured Rad Shield with Arm rest. 61X76

43 **980406190009 **PIVOTING TABLE-MOUNTED RADIATION SHIELD** 1

Table-mounted radiation shield for additional protection of physician and staff against scatter radiation. The shield consists of two protective parts: a lower shield and an upper shield. The shield is specially designed for use with the AD5 patient table.

The table mounted radiation shield provides the following features:

- Mounting to either the right orleft tableaccessory rails;

- Pivoting into the required working position;
- Pivoting into the parking underneath the tabletop facilitating patient preparation;
- The upper shield can be positioned upright providing optimal protection or can be folded down for free access to the patient.

The table mounted radiation shield includes:

- Lower shield measuring 70 cm high 80 cm wide 0.5 mm Pbequivalence;
- Upper shield measuring 40 cm high 50 cm wide 0.5 mm Pbequivalence;
- Mounting clamp;

Docking device for wall mounting.

44 **989801220012 **Cable Spooler** 1

45 **989801220037 **M LED 3MC Light** 1

MAVIG M3 MC LED - Multi Color / power Supply Included
Includes Portegra2 Ext Spring Arm 75/90cm

46 **989801220064 **Medrad Xper Cable Rack Mnt** 1

47 **989801220078 **Medrad Provis Rack Mount** 1

The MARK V ProVis rack mount version is a contrast medium power injector which is dedicated for system integration.
The injector is accomplished with microprocessor control of the flow rate the volume and the pressure. A dual turret
syringe system is applied suitable for 2x150 ml disposable syringes.

- flow rate can be set in ml/sec. ml/min. and ml/hour.
- display of achieved rate volume pressure and time.
- constant update and display of total injected contrast per patient
- injection programs can be stored and retrieved.

Comprising:

- electronic unit for rack mounting with power cable (3 m)
- injector head with controls heater system and cable (4.6 m)
- two disposable 150 ml syringes with pressure jackets and dual turret.
- control panel with cable (15 m)
- hand switch with coiled cable
- system interface cable 24 m with D connector
- rack mount installation kit
- table mount for injector power head of the injector MARK V ProVis
- Connector kit for injector head which is a kit for mounting the connector of the injector head extension cable at the connection box of the Angio DIAGNOST 5 table withcover for connection box of the AD5 for insulated mounting of the injector head connector
- mounting material
- injector head extension cable 18 m with mounting instructions for connector assembly

Line #	Part #	Description	Qty

48 ****989801220080** **Portegra 2 360 Ceiling Column** **2**

Portegra 2 360 Column w/ trolley and ceiling track

49 ****NNAE391** **FlexVision XL 8 Input Package** **1**

The FlexVision XL8 input package provides eight isolated wall connection boxes and eight legacy converters.

Isolated Wall Connection Box
This Isolated Wall connection Box facilitates connection of the video source via standard DVI cable/connector and lossless
transfer of the video signal over the approximate 30 m cable distance. It can be mounted in the exam room or in the control room, depending on the location of the video source.

The quantity of the VWCB's has to be calculated as follows:

For each video signal to FlexVision XL on Vascular System: 8 VWCB
Note:
No VWCB is required in case a video signal is connected directly to a dedicated LCD from the following sources:
1) Xper Live/ref Slaving
2) Interventional HW (XtraVision), ViewForum, Xcelera (only if workstations are powered by Allura Xper)
3)Xper IM
Legacy Video Convertor
The Legacy Video Convertor enables conversion from VGA towards DVI for supported input resolutions as listed in the table below.

Signal type	Native resolution	Image Aspect Ratio
VGA	640x480	4:3
SVGA	800x600	4:3
XGA	1024x768	4:3
SXGA	1280x1024	5:4
SXGA+	1400x1050	4:3
UXGA	1600x1200	4:3
WXGA	1280x800	16:10 (8:5)
WSXGA	1440x900	16:10 (8:5)
WSXGA+	1680x1050	16:10 (8:5)
WUXGA	1920x1200	16:10 (8:5)
2K	2048x1080	19:10
TV1080I/P	1920x1080	16:9
TV 480I	720x480	4:3
TV 480P	704x480	4:3

50 ****NNAE305** **Interventional Rad Package..** **1**

CO2 View Trace

Software package which enables tracing (stacking) of images acquired with CO2 injections. This function can be used during postprocessing next to view trace of images acquired with iodine injection.

Subtracted Bolus Chase

For visualization of vessel structures when the blood flow is difficult to estimate, in particular in the lower peripherals.

Bolus Chase solves the problem of cumbersome step movements, the mismatch between blood flow and selected program, and lack of real-time image information.

During digital acquisition in non-subtracted mode with uninterrupted real-time image display, the contrast bolus is followed (chased) interactively by a motorized table scan movement using a hand-hold speedcontroller to adapt the speed of the table scan to the contrast flow.The framespeed can be adapted as well.

The bolus run is followed with a mask run while using the same speedcurve and framespeed as generated during the bolus run. Viewing is possible in the subtracted and non-subtracted mode. If subtracted viewing is not required, the mask run can be skipped.

Subtracted Bolus Chase gives fast, accurate results for increased patient throughput and improved patient management. Automated exposure control and precise speed control assure a high quality images and excellent subtraction studies.

Comprising:

- automatic exposure control
- tabletop motordrive and hand-held speed controller (tableside)
- technique selection using Xper module, available both tableside and in control room (Xper FD20, FD20/10)

RIS/CIS Dicom Interface

This package allows communication of the Allura Xper system with a local information system (CIS or RIS). The interface uses the DICOM Worklist Management (DICOM WLM) and Modality Performed Procedure Step (DICOM MPPS) standards.

If a hospital has an Allura Xper system and an information system it can receive patient and examination request information from the information system and report examination results in order to:

-Eliminate the need for retyping patient information on the Allura Xper
-Prevent errors in typing patient names and registration numbers (ensuring consistency with IS information to prevent problems in archive clusters ortosearch fora name in case of later retrieval)
-Inform the IS about the acquired images and radiation dose

Upon request from the Allura Xper system the complete worklist with all relevant patient and examination data is returned from the IS to the Allura Xper system. For each patient the following information will be shown on the Allura Xper after it has been retrieved from the IS:

Patient Identification:

- Patient name
- Patient ID
- Birth date

- Sex

Examination/Request Information:

- Accession number
- Scheduled procedure step start time
- Scheduled performing physician's name

It is possible at all times to enter patient demographics information manually within the Allura Xper system in case of an emergency or in case the local Information System connection is down.

On request of the clinical user the Allura Xper will report the following information about the selected patient to the IS:
Patient Identification:

- Patient name
- Patient ID
- Birth date
- Sex

Examination/Request Information:

- Accession number
- Performed procedure step status start/end date and time
- Performing physician's name
- Referenced image sequence

Radiation dose:

- Total time of fluoroscopy
- Accumulated fluoroscopy dose
- Accumulated exposure dose
- Total dose
- Total number of exposures
- Total number of frames

Further detailed information can be found in the Allura Xper DICOM Conformance Statement.

The interface requires an EasyLink (hardware and software) if the IS is not compliant withDICOM Work List Management and Modality Performed Procedure Step.

Full autocall (Xper)

The AutoCal option is a software package to be used in conjunction with quantitative analysis software packages. It provides an auto calibration procedure for an object to be analyzed that is placed in the iso-center. When the object to be analyzed (e.g. Left Ventricle Vessel Segment) is placed in the iso-center AutoCal avoids the need to:

- acquire an additional image series containing a sphere or grid for calibration purposes
- calibrate manually on a calibration object (e.g. catheter) displayed in the image or image series to be analyzed

The AutoCal option is a software package to be used in conjunction with quantitative analysis software packages. It provides an auto calibration procedure for an object to be analyzed that is placed in the iso-center. When the object to be analyzed (e.g. Left Ventricle Vessel Segment) is placed in the iso-center AutoCal avoids the need to:

- acquire an additional image series containing a sphere or grid for calibration purposes
- calibrate manually on a calibration object (e.g. catheter) displayed in the image or image series to be analyzed

Vascular Quant.Sw pkg(Xper)

Functions:

- vessel diameter / stenotic index
- automated vessel analysis
- calibration routines

In addition the package allows manual measurements of line lengths (absolute and ratio's) and angulations. Multiple measurements in one image are possible.

Compatible with:

- Allura Xper FD10 Rel 3 and FD10/10 Rel 2 onwards
- Allura Xper FD20 Rel 2 and FD20/10 Rel 2 onwards
- Allura CV20 R1 onwards

FD SmartMask

SmartMask simplifies roadmapping procedures by overlaying a selected reference image with fluoroscopy on the live monitor in the exam room.
The reference image can be faded in/out with variable intensity, controlled from tableside.
SmartMask uses the reference image displayed on the reference monitor.
Any previously acquired image can be used as reference.

SmartMask facilitates pre- and post- intervention comparisons to assess treatment results

51 **989600213942 **AD5 TO XPER TABLE ADAPT. PLATE** 1

52 SP006 **Turnkey Operation** 1
Turnkey Project Number N-SOU120194 Scope of Work dated September 10

53 SP059B **Universal Power Supply** 1
Philips Power Solutions 25kVA UPS for FD20

54 SP059A **Room Moves** 1
equipment installation

100215 Allura Xper FD20			
Line #	Part #	Description	Qty

********PROMOTIONS********

Promotion Name	Description
Allura 3D-RA Promotion Q4, 2012	This special promotion provides the Allura 3D-RA application at a reduced price. All orders for this promotion must be received on or before December 28, 2012.
Mono Closer Q4, 2012	All orders for this promotion must be received on or before December 28, 2012.
XperCT Promotion Q4, 2012	This special promotion provides the Philips XperCT application at a reduced price. All orders for this promotion must be received on or before December 28, 2012.

NET PRICE $1,087,017.15

Buying Group: MEDASSETS SUPPLY CHAIN SYSTEMS INC Contract #: EP 129

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is:_____.

If you do not issue formal purchase orders indicate by initialing here_____.

Tax Status:

Taxable_____ Tax Exempt_____

If Exempt, please indicate the Exemption Certification Number:_____, and attach a copy of the certificate.

Delivery/Installation Address:

_____

_____

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

Philips Standard Terms and Conditions of Sale

The products and services listed in the quotation are offered by Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") only under the terms and conditions described below.

1. **Price; Taxes.** The purchase price stated in the quotation does not include applicable sales, excise, use, or other taxes in effect or later levied. Customer shall provide Philips with an appropriate exemption certificate reasonably in advance of the date the product is available for delivery otherwise, Philips shall invoice Customer for those taxes, and Customer shall pay those taxes in accordance with the terms of the invoice.

2. **Cancellation.** Philips' cancellation policies are set forth in the applicable schedule attached to these Terms and Conditions of Sale.

3. **Payment Terms.**
3.1 Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will immediately pay such invoice on receipt for each product in accordance with the payment terms set forth in the applicable schedule attached to these Terms and Conditions of Sale:
3.2 Orders are subject to Philips' on-going credit review and approval.
3.3 Customer shall pay interest on any amount not paid when due at the maximum rate permitted by applicable law. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of the quotation following a Customer default or product cancellation under an order arising from the quotation, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.
3.4 Credit Card. Philips, at its discretion, will accept a credit card for payment on orders with a net value of $50,000 or less.

4. **Trade - In.** If Customer will be trading-in any equipment ("Trade-In"), then:
4.1 Customer represents and warrants that Customer has good and marketable title to such Trade-In;
4.2 Title to the Trade-In shall pass from Customer to Philips upon Philips making the new equipment available for first patient use. Removal of the Trade-In from Customer's site shall occur no later than the date Philips makes the new product available for first patient use, unless otherwise agreed in writing between Philips and the Customer; and
4.3 Notwithstanding anything to the contrary in any Business Associate Addendum ("BAA"), Customer represents and warrants that Customer has removed or de-identified all Protected Health Information ("PHI") from the Trade-In equipment as of the date the equipment is removed. To the extent Customer has not done so, Customer agrees to reimburse Philips for any out-of-pocket costs Philips incurs to remove or de-identify PHI from the Trade-In.
4.4 If (a) the condition of the Trade-In is not substantially the same when Philips removes the Trade-In (ordinary wear and tear excepted) as it was when Philips quoted the Trade-In value; or (b) Customer delays the removal of the Trade-In, then Philips may reduce the price quoted for such Trade-In or cancel the Trade-In and Customer will pay the adjustment amount within thirty (30) days of receipt of invoice.
4.5 If Philips does not receive possession of the Trade-In, Philips will charge Customer, and Customer will pay within thirty (30) days of receipt of invoice, the amount of the Trade-In allowance.
4.6 Evidence that Customer intends to trade in an asset as part of the purchase or lease of any product(s) shall be in the form of, but not limited to: (a) receiving a trade in quote and/or authorization from Philips on the value of the asset to be traded in; (b) providing Philips with serial numbers of assets to be traded in; and/or, (c) providing Philips with a de-installation date to remove an existing asset in order to install Philips quoted equipment.

5. **Leases.** If Customer desires to convert the purchase of any product to a lease, Customer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Philips not later than ninety (90) days prior to the date of the availability for delivery of major components of the product. The Customer is responsible for converting the transaction to a lease, and is required to secure the leasing company's approval of all of these Terms and Conditions of Sale. No product will be delivered to the Customer until Philips has received copies of the fully executed lease documents and has approved the same.

6. **Security Interest.** Customer hereby grants to Philips a purchase money security interest in the products until all payments have been made. Customer shall sign any financing statements or other documents necessary to perfect Philips' security interests in the products. Where permitted by applicable law, Customer's signature on the quotation or on a purchase order issued as a result of the quotation gives Philips the right to sign on Customer's behalf and file any financing statement or other documents to perfect Philips' security interest in the product.

7. **Shipment and Risk of Loss.**
7.1 The applicable schedule attached to these Terms and Conditions of Sale shall apply for delivery.
7.2 Title to any product (excluding software), and the risk of loss or damage to any product shall pass to the Customer F.O.B. destination. Customer shall obtain and pay for insurance covering such risks at destination.

8. **Installation, Site Preparation, Remote Services.**
8.1 **Installation.** Customer shall provide Philips full and free access to the installation site and suitable and safe space for the storage of the products before installation. Customer shall advise Philips of conditions at or near the site, including any hazardous materials, that could adversely affect the installation or pose a health or safety risk to Philips' personnel, and shall ensure that those conditions are corrected and hazardous materials removed, and that the site is fully prepared and available to Philips before installation work begins. Customer shall ensure, at no charge to Philips, that there are no obstacles preventing Philips from moving the product from the entrance of the Customer's premises to the installation site. Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work. The products will be installed during normal working hours. Philips will unpack the product, construct applicable pads (if required for certain products), connect the product to a safety switch or breaker to be installed by the Customer, and calibrate and test the product. If local labor conditions, including but not limited to a requirement to utilize union labor, require the use of non-Philips employees to participate in the installation of the product, then such participation of non-Philips employees shall be at Customer's expense. In such case, Philips will provide engineering supervision during the installation.

8.2 Site Preparation. Except where Philips has agreed in writing to provide construction services for a fee pursuant to a construction agreement and scope of work signed by Customer, Customer shall be responsible, at its expense, for the preparation of the installation site where the product will be installed including any required structural alterations. Customer shall provide any and all plumbing, carpentry work, conduit, wiring including communications and/or computer wiring, network equipment, power supply, surge suppression and power conditioning (except to the extent they are expressly included in the quotation), fire protection and environmental controls, ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the product. Site preparation shall be in compliance with all safety, electrical, RF or magnetic shielding and acoustical suppression and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of Customer. Customer, at its expense, shall obtain all permits and licenses required by federal, state, or local authorities in connection with the installation and operation of the product, including any certificate of need and zoning variances. PHILIPS MAKES NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE SITE IN WHICH THE PRODUCT IS TO BE INSTALLED OR USED. CUSTOMER INDEMNIFIES PHILIPS AGAINST ANY CLAIMS, INCLUDING SUBROGATION CLAIMS, ARISING FROM CUSTOMER'S SITE PREPARATION RESPONSIBILITIES.
8.3 **Remote Services Network ("RSN").** Customer will (a) provide Philips with a secure location at Customer's premises to store one Philips RSN router (or a Customer-owned router acceptable to Philips at Customer's option) for connection to the equipment and to Customer's network; and (b) at all times during the warranty period provide Philips with full and free access to the router and a dedicated broadband Internet access node, including but not limited to public and private interface access, suitable to establish a successful connection to the products through the Philips RSN and Customer's network for Philips' use in remote servicing of the product, remote assistance to personnel that operate the products, updating the products software, transmitting automated status notifications from the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips products and services and aggregation into services). Customer's failure to provide such access at the scheduled time will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or RSN access is provided. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the products.

9. Product Warranty.
9.1 If a separate product warranty page prints as part of this quotation, that product warranty applies to your purchase and is incorporated herein; otherwise Section 9.2-9.7 shall apply.
9.2 **Hardware/Systems.** Philips warrants to Customer that the Philips equipment (including its operating software) will perform in substantial compliance with its performance specifications in the documentation accompanying the products, for a period of 12 months beginning upon availability for first patient use.
9.3 **Stand-alone Licensed Software.** For a period of ninety (90) days from the date Philips makes Stand-alone Licensed Software available for first patient use, such Stand-alone Licensed Software shall substantially conform to the technical user manual that ships with the Stand-alone Licensed Software. "Stand-alone Licensed Software" means sales of Licensed Software without a contemporaneous purchase of a server for the Licensed Software. If Philips is not the installer of the Stand-alone Licensed Software, the foregoing warranty period shall commence upon shipment.
9.4 If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies Customer that the major components of the product are available for delivery, the warranty period begins on the thirty-first (31st) day following that date.
9.5 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer, upon Customer's request. Any refund will be paid to the Customer when the product is returned to Philips. Warranty service outside of normal working hours (i.e, 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.
9.6 This warranty is subject to the following conditions: the product (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips); (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product; and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software (except DAT file changes) running in connection with the Licensed Software without prior validation approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third party products furnished to Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described herein and in the applicable product-specific warranty document are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.
9.7 THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

10. Philips Proprietary Service Materials. Any Philips maintenance or service software and documentation provided with the product and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the products or to assist Philips and its authorized agents to maintain and to service the products under warranty or a separate support agreement with Customer. Customer agrees to restrict access to such software and documentation to Philips' employees and those of Philips' authorized agents only and to permit Philips to remove its Proprietary Service Materials upon request.

11. Patent Infringement Claims.
11.1 Philips shall indemnify, defend, and hold harmless Customer against any new claim that a Philips Product provided in the quotation infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim; (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim; and (c) gives Philips sole control of the defense or settlement of the claim.
11.2 The provisions of this section shall not apply if the product is sold or transferred.
11.3 If (a) a Philips' Product is found or believed by Philips to infringe such a claim; or, (b) Customer has been enjoined from using the Philips Product pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option, (i) procure the right for Customer to use the product, (ii) replace or modify the product to avoid infringement, or (iii) refund to Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the product by Customer or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with any other product; if infringement would have been avoided by the use of a current unaltered release of the products; or use of the Philips Product after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement. Philips will not be liable for any claim where the damages sought are based directly or indirectly upon the quantity or value of products manufactured by means of the products purchased under this quotation, or based upon the amount of use of the product regardless of whether such claim alleges the product or its use infringes or contributes to the infringement of such claim. The terms in this section state Philips' entire obligation and liability for claims of infringement, and Customer's sole remedy in the event of a claim of infringement.

12. Limitation of Liability. THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE.
THIS LIMITATION SHALL NOT APPLY TO:
(a) THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT;
(b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY DAMAGE;
(c) OUT-OF-POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXENT SUCH NOTICES ARE CAUSED BY PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI; and,
(d) FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNATHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

13. DISCLAIMER. IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

14. Confidentiality. Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers and/or its patients, and the quotation and its terms, including the pricing terms under which Customer has agreed to purchase the products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The obligation to maintain the confidentiality of such information shall not extend that (a) is or becomes generally available to the public without violation of this Agreement or any other obligation of confidentiality or (b) is lawfully obtained by the receiving Party from a third party without any breach of confidentiality or violation of law.

15. Compliance with Laws & Privacy.
15.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to affirmative action, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).
15.2 In the course of providing project implementation related services and/or warranty services to Customer, hereunder, it may be necessary for Philips to have access to, view and/or download computer files from the products that might contain Personal Data. "Personal Data" means information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (i.e. images, heart monitor data, and medical record number) and non-health information (i.e. date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its project implementation related service, warranty service and/or warranty obligations hereunder.
15.3 It is Customer's responsibility to notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act ("ARRA"). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the order is funded under ARRA on its purchase order or other document issued by Customer.

16. Excluded Provider. Philips represents and warrants that Philips, its employees and subcontractors, are not debarred, excluded, suspended or otherwise ineligible to participate in a federal health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer when it becomes aware that Philips or any of its employees or subcontractors, providing services hereunder, have become an Excluded Provider whereupon Customer may terminate this order by express written notice for product and services not yet shipped or rendered.

17. General Terms. The following additional terms shall be applicable to the purchase of a product:
17.1 **Force Majeure.** Each party shall be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.
17.2 **Bankruptcy.** If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Philips shall remain in effect.
17.3 **Assignment.** Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of Philips, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect.
17.4 **Export.** Customer shall assume sole responsibility for obtaining any required export authorizations in connection with Customer's export of the products from the country of delivery.
17.5 **Governing Law.** All transactions contemplated by the quotation shall be governed by the laws of the state where the equipment will be installed, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, ITS SUCCESSSORS' AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.
17.6 **Entire Agreement.** These Terms and Conditions of Sale, the terms and conditions set forth in the quotation and the applicable Philips' product-specific warranty document constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation. The pricing in the quotation is based upon the terms and conditions in the quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by the quotation.
17.7 **Headings.** The headings in the quotation are intended for convenience only and shall not be used to interpret the quotation.
17.8 **Severability.** If any provision of the quotation is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.
17.9 **Notices.** Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth in the quotation.
17.10 **Performance.** The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of the quotation.
17.11 **Obligations.** Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. Customer will not exercise any right of offset in connection with the terms and conditions in the quotation or in connection with any other agreement, contract, or account with Philips.
17.12 **Additional Terms.** The Product specific schedules listed below are incorporated herein as they apply to the equipment listed on the quotation and their additional terms shall apply solely to Customer's purchase of the products specified therein.
If any terms set forth in a schedule conflict with terms set forth in these Terms and Conditions of Sale, the terms set forth in the schedule shall govern:
(a) Schedule 1: Xcelera, Xper IM, Cardiovascular Information System (CVIS) and TraceMasterVue EKG Storage System (TMV) Products.

LICENSED SOFTWARE

1. License Grant.
1.1 Subject to any usage limitations for the Licensed Software set forth on the product description of the quotation, Philips grants to Customer a nonexclusive and non-transferable right and license to use the computer software package ("Licensed Software") in accordance with the terms of the quotation. The License shall continue for as long as Customer continues to own the product, except that Philips may terminate the License if Customer is in breach or default. Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.
1.2 The License does not include any right to use the Licensed Software for purposes other than the operation of the product. Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Except as otherwise provided under section 1.6, Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.
1.3 The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software.
1.4 Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified on the quotation. Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third party license agreements.
1.5 The Licensed Software shall be used only on the product(s) referenced in the quotation.
1.6 Customer may transfer the Licensed Software in connection with sale of the product to a healthcare provider who accepts all of the terms and conditions of this License; provided that Customer is not in breach or default of this License, the Terms and Conditions of Sale, or any payment obligation to Philips.

2. Modifications.
2.1 If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.
2.2 The Licensed Software is licensed to Customer on the basis that (i) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (ii) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

071612 (Rev I)

Schedule 1

Interventional X-Ray (IXR), Diagnostic X-Ray (DXR), Computed Tomography (CT), Magnetic Resonance (MR), Positron Emission Tomography (PET), Nuclear Medicine (NM), Radiation Oncology (PROS), Women's Healthcare (WHC), and Ultrasound (US) products (including Image Guided Intervention and Therapy (IGIT) Products)

1. Payment Terms.
Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will pay such invoice on receipt, as follows:
1.1 For Interventional X-Ray (IXR), Diagnostic X-Ray (DXR), Computed Tomography (CT), Magnetic Resonance (MR), Positron Emission Tomography (PET), Nuclear Medicine (NM), Radiation Oncology (PROS), and Women's Healthcare (WHC):
(a) 10% of the purchase price shall be due with Customer's acceptance of the quotation.
(b) 70% of the purchase price shall be due on delivery of the major components of the product. Product installation will not begin until Customer has paid this portion of the purchase price.
(c) 20% of the purchase price shall be due when the product is available for first patient use. Available for first patient use means the product has been installed and substantially meets Philips' published specifications.
1.2 For Ultrasound(US) products (including IGIT Products):
(a) 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.
1.3 If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies customer that the major components of the product are available for delivery, the unpaid portion of the purchase price shall be due on the thirty-first (31st) day following such date.

2. Cancellation. The quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by Philips. If Customer cancels an order prior to product shipment, Customer shall pay a cancellation charge of fifteen percent (15%) of the net order price. Orders are non-cancellable for products shipped.

3. Delivery.
3.1 Philips will use reasonable efforts to ship the product to the Customer by: (a) by the mutually agreed upon shipment date; or (b) by the date stated in the quotation; or (c) as otherwise agreed in writing. Philips will ship the product according to Philips' standard commercial practices. Philips will deliver the equipment during normal working hours, 8:00 - 5:00 PM, in the time zone where the Customer is located. Philips may make partial shipments. Philips will pay shipping costs associated with product shipment.
3.2 Prior to the shipment of any product, Philips may change the construction or the design of the product without notice to the Customer so long as the function, footprint, and performance of the product are not substantially altered.
3.3 If Customer requests a delay in the date major components of the product are available for delivery, then Philips will place the product in storage and the unpaid portion of the purchase price shall be due. Customer will reimburse Philips for all storage fees incurred upon receipt of invoice.

4. Additional Customer Installation Obligations for Magnetic Resonance.
4.1 Customer shall provide any and all Site preparation and shall be in compliance with all RF or magnetic shielding and acoustical suppression and building codes relevant to the product and its installation and use.
4.2 Customer's contractor or Customer's architect is required to provide detailed information on the proposed Helium Exhaust Pipe for their MRI system prior to installation to ensure safety specifications are being met.
Required Details include:
(a) Architectural drawing or sketch with complete dimensions including lengths, bending radii, bending angles, and pipe diameters for entire Helium Exhaust Pipe run from RF enclosure to discharge location.
(b) Completed Helium Exhaust Pipe Verification Checklist (Provided by Local Philips Project Manager)
(c) Picture showing the area where the Helium Exhaust Pipe will discharge.
4.3 Magnets will not be released for delivery unless and until Helium Exhaust Pipe details are provided for verification and have been confirmed to meet all life safety specifications.

5. Additional Terms Related to Sales of IGIT Products.
5.1 As part of installation, Philips will connect the IGIT product to such DICOM compatible scanners as Customer may designate (in writing), including CT and MR scanners and, if ultrasound navigation is included in the product, an IU22 ultrasound system.
5.2 If Customer requires that Philips connect the IGIT product to more than two (2) scanners or other devices, then Philips shall invoice Customer and Customer shall pay for installation services at Philips' then-current daily service rate. Additionally, Customer shall (a) make the scanner(s) the Customer has designated available to Philips' installation representative, (b) create and provide a data set of the installation phantom on or before the installation date, and (c) have its IT representative available to assist in connecting the IGIT product to Customer's DICOM devices during the agreed installation time. If such installation and connection is delayed due to Customer failing in its obligations described in this section, then Philips may invoice Customer and Customer shall pay either for (a) any time that Philips spends waiting at the site for such obligation to be fulfilled, at Philips' then-current service rate, or (b) reasonable travel expenses if Philips has to reschedule such installation.
5.3 Training on the IGIT Product is not included with the purchase of the IGIT product unless it is separately identified on the quotation.

6. Additional Terms Related to Sales of the IntelliSpace Breast Solution, including the MammoDiagnost VU.
6.1 **Installation.** Philips will install the IntelliSpace Breast Solution and perform installation tests on the application running with the hardware provided as part of the solution, including the MammoDiagnost VU. Philips also configures and provides interfaces to the equipment and information systems set forth in a statement of work signed by Philips and the Customer. Interfaces set forth in Subsection 6.2 below are Customer's responsibility and are not part of Parts Installation deliverables.
6.2 **Customer's Interface Obligations for Third Party RIS and MIS Applications.** Customer is responsible to develop and implement interfaces from the Licensed Software running on the client workstation to any third party Radiology Information System ("RIS") or Mammography Information System ("MIS") or to contract with the RIS and/or MIS vendor to have them perform these interface obligations on Customer's behalf. Interfacing the solution from the solutions server is not permitted. Philips shall provide Customer an API toolkit for the Licensed Software to aide Customer to perform such interface tasks. The successful and reasonably timely completion of these projects takes good faith efforts on the part of both Philips and Customer, especially when Customer has third party interfaces to develop and implement. A project implementation plan is based on completion dates mutually agreed by the parties that should be

reflective of the obligations of both parties. These dates are entered into the project implementation plan for this solution (the "Project Implementation Plan"). In the event Customer has not fulfilled its interface obligations by the dates set forth in the Project Implementation Plan, Customer will sign Philips' acceptance (MDIR) document for the Philips deliverables sold and pay the final payment described in Subsection 1.1(c), provided that Philips has installed the Philips deliverables and provided the interfaces Philips is responsible for pursuant to Subsection 6.1, and that the Philips deliverables substantially meet Philips' published specifications.

6.3 **Prior Validation of Operating System Updates and/or Upgrades.** Patches introduced by operating system oem's or upgrades to anti-virus software can impact the performance and functionality of the applications that run on them and affect patient safety. Philips shall perform validation testing of certain Microsoft operating systems and MacAfee anti-virus software during the warranty period. Philips shall have no obligation to validate any other third party operating system or anti-virus software. Customer shall not install or use (a) operating system patches, updates or upgrades; (b) anti-virus updates (except to the DAT files, i.e., virus definitions); or, (c) upgrades to anti-virus search engines, collectively (a)-(b) prior to validation testing and approval by Philips ("Unauthorized Updates"). Philips shall have no liability, including, without limitation, for warranty claims, arising from use of the Licensed Software with Unauthorized Updates. In the event Philips discovers that Customer is using an Unauthorized Update with the Licensed Software, Philips shall have the right to require Customer to roll back to the most recently validated versions of operating systems and anti-virus, prior to performing any support.

6.4 **Customer's Network Connectivity Obligations.** Customer must have network connectivity between the IntelliSpace Breast solution server, the client workstation, and the optional DynaCAD server of not less than 1GB/s, and all three systems must be on the same subnet. A connection of no less than 100 MB/s is required between the IntelliSpace Breast solution and the hospital network. However for optimal performance a 1GB/s network between the IntelliSpace Breast and the hospital network is recommended.

6.5 **RSN Warranty Condition Requirement.** As a condition to receiving warranty service on this solution, Customer agrees it shall use Philips Remote Service Network ("RSN") service to enable Philips to access the system to perform its support obligations.

PHILIPS PRODUCT WARRANTY

CARDIOVASCULAR (CV) SYSTEMS

This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached. The terms and conditions of the quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation.

TWELVE-MONTH SYSTEM WARRANTY
Philips warrants to Customer that the Philips Vascular and Cardiac Systems (the "System") as delivered to Customer will perform in substantial compliance with its performance specifications for a period of twelve (12) months upon first patient use. Any glassware or flat detectors provided with the System is subject to special warranty terms set forth below.

PLANNED MAINTENANCE
During the warranty period, Philips personnel will schedule planned maintenance visits, in advance, at a mutually agreeable time on weekdays, between 8:00 A.M. and 5:00 P.M. local time, excluding Philips observed holidays.

SYSTEM UPGRADES
Any commercially available upgrade to the System which is hereafter installed by Philips during the original term of the System warranty shall be subject to the warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire on the later of: a) upon termination of the initial twelve (12) month warranty period for the System on which the upgrade is installed or b) after ninety (90) days for parts only from the date of installation.

MRC X-RAY TUBES
Philips warrants to Customer, for the warranty periods further specified in this section, that the Philips X-Ray tube will be substantially free from defects in material and manufacturing workmanship, which impair performance under normal use as specified in Philips product descriptions and specifications.

The warranty period for MRC tubes provided with Customer's purchase of a new or refurbished X-ray system shall be the shorter of thirty-six (36) months after installation or thirty-eight (38) months after date of shipment from Philips. The warranty period for purchases of replacement tubes shall be the shorter of twelve (12) months after installation or fourteen (14) months after date of shipment from Philips.

MRC TUBE WARRANTY EXCLUSION
The above warranty shall not apply to X-ray tubes outside the United States and Canada. Philips' obligations under the product warranty do not apply to any product defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with loss, or damage in transit; improper site preparation; unauthorized maintenance or Philips' applicable product specifications and written instructions; abuse, negligence, accident, modifications to the product; or, to viruses or similar software interference resulting from the connection of the product to a network.

MRC TUBE WARRANTY REMEDIES
If a tube is found to fail during the warranty period, and if, in the best judgment of Philips, the failure is not due to neglect, accident, improper installation, use contrary to instructions, or the exclusions stated above, Philips' tube warranty liability hereunder is limited to, at Philips option, the repair or replacement of the tube. Any replacement tube would have a warranty period equal to the balance of the warranty period left on the tube replaced.

IMAGE INTENSIFIER TUBES
Philips warrants the image intensifier tubes provided with the System, if any, will be free from defects in material and manufacturing workmanship for twenty-four (24) months. Claims must be made within twenty-four (24) months after installation or twenty-seven (27) months after date of shipment from Philips, whichever occurs first. If an image intensifier tube fails to meet this warranty, as Customer's sole and exclusive remedy, upon return of the tube, Philips will provide a prorated credit towards the purchase of a replacement tube from Philips as follows:

USAGE				CREDIT
0	to within	12	months	100%
12	to within	13	months	50%
13	to within	14	months	46%
14	to within	15	months	42%
15	to within	16	months	37%
16	to within	17	months	33%
17	to within	18	months	29%
18	to within	19	months	25%
19	to within	20	months	21%
20	to within	21	months	17%
21	to within	22	months	12%
22	to within	23	months	8%
23	to within	24	months	4%

Tubes received by Philips under this warranty that are found to meet all test specifications will be returned to the Customer and the warranty will continue as of the original date of installation. Examination of the returned tube may necessitate its destruction, but Philips' liability shall, in any case be limited to repair or replacement as aforesaid, only if in its sole opinion the tube has been properly used, installed and applied and has not been subjected to neglect, accident, or improper installation, or use. Transportation charges and risk of loss, both ways, of returned or replaced tubes shall be at the expense of the Customer.

DYNAMIC FLAT DETECTORS
Philips warrants the flat detectors provided with the System, if any, will be free from defects in material and manufacturing workmanship for twelve (12) months. Claims must be made within twelve (12) months after installation or fifteen (15) months after date of shipment from Philips, whichever occurs first. If a detector fails to meet this warranty, as Customer's sole and exclusive remedy, upon return of the detector, Philips will provide Customer a replacement detector at no additional charge.

SYSTEM SOFTWARE AND SOFTWARE UPDATES
The software provided with the System will be the latest version of the standard software available for that System as of the 90th day prior to the date the System is delivered to Customer. Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.

All software is and shall remain the sole property of Philips or its software suppliers. Use of the software is subject to the terms of a separate software license agreement. Customer must sign all such license agreements prior to or upon the delivery of the product. No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.

Any Philips maintenance or service software and documentation provided with the product and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System. Customer agrees to restrict the access to such software and documentation to Philips' employees and those of its authorized agents, and to authorized employees of Customer only.

WARRANTY LIMITATIONS
Philips' obligations under the System warranty are limited, at Philips' option, to the repair or the replacement of the System or a portion thereof, or to a credit or refund of a portion of the purchase price paid by Customer. Any refund or credit will be paid to Customer when the System is returned to Philips. Certain of the parts used in the manufacture or installation of, or in the replacement parts for, this System may contain refurbished components. If such components are used, they will be subject to the same quality control and inspection procedures as all other components in the System. Any System warranty is made on condition that Philips receives written notice of a System defect during the warranty period, and within thirty (30) days following the discovery of the defect by Customer. Philips' obligations under the System warranty do not apply to any System defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with loss, or damage in transit; improper site preparation; unauthorized maintenance or Philips' applicable product specifications and written instructions; abuse, negligence, accident, modifications to the System; or to viruses or similar software interference resulting from the connection of the product to a network. Philips does not provide a warranty for any such third party products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described above are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a System warranty. Repairs or replacement parts do not extend the term of this warranty.

THE WARRANTIES SET FORTH IN THIS WARRANTY DOCUMENT WITH RESPECT TO THE SYSTEM (INCLUDING THE SOFTWARE PROVIDED WITH THE SYSTEM), GLASSWARE, AND DETECTORS ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE SYSTEM, SOFTWARE, GLASSWARE, DETECTORS, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ACCESS TO SYSTEM
Philips shall have full, free and safe access to the System and Customer's operation, performance and maintenance records for the System, on each scheduled or requested warranty service visit. Philips shall also have access to and use of any machine, service, attachment, features or other equipment required to perform the necessary service contemplated herein at no charge to Philips. Customer waives warranty service if it does not provide such access to the System and Customer's records. Should Philips be denied access to the System and Customer's records at the agreed upon time, a charge equal to the appropriate hourly rate will be accepted by Customer for "waiting time."

WARRANTY SERVICE
In the event it is not possible to accomplish warranty service within normal working hours (8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips observed holidays), or in the event Customer specifically requests that warranty service be performed outside of Philips normal working hours, Customer agrees to pay for such services at Philips standard service rates in effect. Maintenance Agreements are available for extended coverage.

TRANSFER OF SYSTEM
In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation. Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications. Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed. Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.

CONDITIONS
This warranty is subject to the following conditions: the System (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips), (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips written instructions and for the purpose for which the products were intended, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the System, and (d) Customer is to notify Philips immediately in the event the System at any time fails to meet its printed performance specifications.

LIMITATIONS OF LIABILITY AND DISCLAIMERS
The liability, if any, of Philips AND ITS AFFILIATES for damages whether arising from breach of the terms in the quotation, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the products and services is limited to an amount not to exceed the price of the product or service giving rise to the liability.

IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF THE TERMS IN THIS QUOTATION, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE PROVIDED TO THE CUSTOMER.

FORCE MAJEURE
Philips and Customer shall each be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to: acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.

Philips system specifications are subject to change without notice Document Number 4535 983 03234 999

Non Disclosure Agreement for Philips Confidential Pricing Information

The parties specified below agree to the following terms:

A. Philips

Name	Philips Healthcare, a division of Philips Electronics North America Corporation
Address	22100 Bothell-Everett Highway, Bothell, WA 98021 United States of America

B. Company

Name	REX HEALTH CARE
Address	4420 LAKE BOONE TRAIL RALEIGH, NC 27607-6599

C. Confidential Information

Authorized Purpose	To evaluate Philips' confidential information relating to pricing for imaging equipment ("Pricing") in connection with the potential purchase of such imaging equipment.
Period	Begins on the date Pricing is first disclosed and continues for 5 years from date Pricing is last disclosed.

D. Philips Contact

Name	Bethann Griffith-Subik
Title	
Telephone	(919) 677-9046
Fax	(919) 677-9047
e-mail	
Signature	

Company Contact

Name	
Title	
Telephone	
Fax	
e-mail	
Signature	

1. The following terms and conditions (the "Agreement") apply to Pricing disclosed by Philips and its Affiliates ("Philips") to Company and its Affiliates ("Company"), in connection with the Authorized Purpose.

   (a) Subject to Philips' prior written consent, Company may disclose, or request that Philips disclose, Pricing to Company's Affiliates that need to know the Pricing for carrying out the Authorized Purpose, provided they are advised of and agree to be bound by this Agreement. Company is responsible for any breach of this Agreement by its Affiliates.

   (b) An Affiliate is any corporation, company, or other entity, that: (i) is under the Control of a party hereto; or (ii) has Control of a party hereto; or (iii) is under common Control with a party hereto. For this purpose "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such are owned or controlled, directly or

2. Philips may disclose Pricing to Company with respect to the Authorized Purpose in writing, orally, or otherwise. All information is assumed to be Pricing, and confidential, if the confidential or proprietary nature is reasonable under the circumstances.
3. All Pricing disclosed by Philips shall remain Philips' the property. Company does not, by implication, estoppel, or otherwise, acquire any intellectual property right, title, or ownership, nor a license to any such intellectual property right, with respect to any Pricing disclosed by Philips hereunder.

   ALL PRICING IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY WHATSOEVER. PHILIPS SHALL HAVE NO LIABILITY WHATSOEVER RESULTING FROM THE USE OF THE INFORMATION PROVIDED.
4. Company shall:
   (a) not use the Pricing for any purpose other than the Authorized Purpose;
   (b) not disclose the Pricing to any third party;
   (c) protect the Pricing against disclosure in the same manner and with the same degree of care with which Company protects its own confidential information but not less than a reasonable degree of care; and
   (d) limit circulation of the Pricing to Company's employees as have a need to know in connection with the Authorized Purpose.

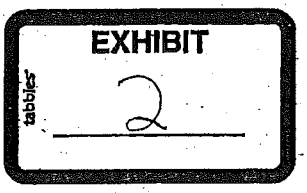
   These obligations shall survive the termination of this Agreement. Philips may terminate this Agreement at any time by means of a written notice to Company. Company shall return to Philips, or certify destruction of, all Pricing, immediately upon termination or expiration of this Agreement.
5. Information disclosed by Philips to Company pursuant to this Agreement shall not be confidential to the extent that the information:
   (a) is or becomes part of the public domain without violation of this Agreement or any other obligation of confidentiality;
   (b) is known by Company prior to disclosure by Philips;
   (c) is lawfully obtained by Company from a third party without any breach of confidentiality or violation of law; or
   (d) is developed by Company completely independently of any such disclosure by Philips.
6. If Company is required, pursuant to administrative or judicial action or subpoena, to disclose the Pricing, Company shall use its best efforts to maintain the confidentiality of the Pricing, e.g. by asserting in such action any applicable privileges. Immediately after gaining knowledge or receiving notice of such action or subpoena, Company shall notify Philips and give Philips the opportunity to seek any other legal remedies so as to maintain such Pricing in confidence, including a reasonable protective order.
7. Company may not transfer or assign any or all of its rights and/or obligations or delegate the performance of any or all of its obligations under this Agreement, directly or indirectly, through acquisition, merger or otherwise, without the prior written consent of Philips. Any transfer, assignment or delegation in contravention of the foregoing shall be void.
8. Company shall not disclose, export or release the Pricing in contravention of any applicable laws or regulations.
9. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions.
10. This Agreement contains the entire understanding of the parties and supersedes any previous understandings or agreements with respect to the subject matter hereof. This Agreement may be amended only in writing signed by authorized representatives of each party.

PROPOSED TOTAL CAPITAL COST OF PROJECT

Project Name: Vascular Lab Equipment Replacement (for VI Room #1)

Provider/Company: Rex Hospital, Inc.

A. **Site Costs**			
(1) Full purchase price of land.....			$
Acres _____ Price per Acre		$	
(2) Closing costs.....			$
(3) Site Inspection and Survey.....			$
(4) Legal fees and subsoil investigation			$
(5) Site Preparation Costs			
Soil Borings.....		$	
Clearing-Earthwork...		$	
Fine Grade For Slab...		$	
Roads-Paving.....		$	
Concrete Sidewalks....		$	
Water and Sewer.....		$	
Footing Excavation....		$	
Footing Backfill.....		$	
Termite Treatment....		$	
Other (Specify).....		$	
Sub-Total Site Preparation Costs			$
(6) Other (Specify)			$
(7) **Sub-Total Site Costs**			$
B. **Construction Contract**			
(8) Cost of Materials			
General Requirements		$	
Concrete/Masonry		$	
Woods/Doors & Windows/Finishes		$	
Thermal & Moisture Protection		$	
Equipment/Specialty Items		$	
Mechanical/Electrical		$	
Other (Specify)	$		
Sub-Total Cost of Materials.....			$
(9) Cost of Labor.....			$
(10) Other (Specify).....			$
(11) **Sub-Total Construction Contract**			$
C. **Miscellaneous Project Costs**			
(12) Building Purchase.....			$
(13) Fixed Equipment Purchase/Lease			$1,087,017.15
(14) Movable Equipment Purchase/Lease			$
(15) Furniture			$
(16) Landscaping			$
(17) Consultant Fees			
Architect and Engineering Fees		$	
Legal Fees.....		$	
Market Analysis.....		$	
Other (Specify) (Staff Costs)		$	
Other (Specify).....		$	
Sub-Total Consultant Fees.....			$
(18) Financing Costs (e.g. Bond, Loan, etc.).			$
(19) Interest During Construction.			$
(20) Other (Specify)			$
(21) **Sub-Total Miscellaneous..**			$1,087,017.15
(22) **Total Capital Cost of Project** (Sum A-C above)			$1,087,017.15



I assure that, to the best of my knowledge, the above capital costs for the proposed project are complete and correct and that it is my intent to carry out the proposed project as described.

Bernard M Spry
(Signature of Officer Authorized to Represent Provider/Company)

CFO
(Title of Officer)

PHILIPS

Ms. Diana Massa
Director of Diagnostic and Heart & Vascular Services
Rex Healthcare
4420 Lake Boone Trail
Raleigh, NC 27607

Philips Healthcare

Atlanta Zone Office
13560 Morris Road
Suite 2100
Alpharetta, GA. 30004

Date: 11/27/2012

Dear Ms. Massa,

The purpose of this letter is to confirm that Philips Healthcare Refurbished Systems will be responsible for removing your Allura 15, serial number 98960122051, installed at Rex Healthcare in Raleigh, as part of your purchase of Allura FD20 FlatDetector System. The cost for the deinstallation and removal is included in the price quotation for the replacement equipment, which totals $1,087,017.15. There are no additional costs for deinstallation and removal.

We will work closely with you to insure proper timing of the deinstallation. It is understood that Philips will take possession of the existing equipment and will permanently remove it from the State of North Carolina. Philips will not sell the existing equipment to any North Carolina facility unless the facility has the appropriate Certificate of Need approval.

Sincerely,

Beth Griffith-Subik
Philips Healthcare Account Manager Raleigh, NC

EXHIBIT
tabbies 3

Philips Refurbished Systems Contact Information
Refurbished Systems
Philips Healthcare
595 Miner Rd.
Cleveland, OH 44143
Tel: 440-483-7410

EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	Allura 15	Allura Xper FD20
Manufacturer of Equipment	Philips Medical	Philips Medical
Tesla Rating for MRIs	NA	NA
Model Number	989601027057	TBD
Serial Number	98960122051	Unknown
Provider's Method of Identifying Equipment	Site#105908	Site# to be assigned
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	N/A	N/A
Mobile Tractor Serial Number/VIN #	N/A	N/A
Date of Acquisition of Each Component	2/04/04	Pending Agency Approval
Does Provider Hold Title to Equipment or Have a Capital Lease?	Own	Own
Specify if Equipment was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	Unkown	$1,087,017.15
Total Cost of Equipment		$1,087,017.15
Fair Market Value of Equipment	Salvage	$1,087,017.15
Locations Where Operated	Rex Hospital Raleigh, NC	Rex Hospital Raleigh, NC
Number of Days in Use/To Be Used in N.C. Per Year	365	365
Percent of Change in Patient Charges (by Procedure)	N/A	Less than 10%
Percent of Change in Per Procedure Operating Expenses (by Procedure)	N/A	Less than 10%
Type of Procedures Currently Performed on Existing Equipment	Vascular Interventional	
Type of Procedures New Equipment is Capable of Performing		Vascular Interventional