



North Carolina Department of Health and Human Services
Division of Health Service Regulation

Pat McCrory
Governor

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

Drexdal Pratt
Division Director

April 30, 2014

James Roskelly, Executive Vice President
Cone Health
1200 North Elm Street
Greensboro, NC 27401-1020

Exempt from Review – Replacement Equipment

Facility: The Moses H. Cone Memorial Hospital
Project Description: Replace existing cardiac catheterization equipment
County: Guilford
FID #: 943494

Dear Mr. Roskelly:

In response to your letter of April 7, 2013, received on April 11, 2014, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(7). Therefore, you may proceed to acquire, without a certificate of need, the Philips Allura Xper FD10 Clarity cardiac catheterization equipment to replace the existing Omega Medical Imaging B-200/B-350 cardiac catheterization equipment (serial number 2015). 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 Branch with the serial number of the new equipment to update the inventory, if not already provided.

Moreover, you need to contact the Construction Section of the Division of Health Service Regulation to determine if they have any special requirements for the proposed project.

It should be noted that this Agency’s position is based only for 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,

Celia C. Inman
Celia C. Inman
Project Analyst

Martha J. Frisone
Martha J. Frisone, Interim Chief
Certificate of Need Section

cc: Medical Facilities Planning Branch, DHSR
Construction Section, DHSR
Acute and Home Care Licensure and Certification Section, DHSR

www.ncdhhs.gov • www.ncdhhs.gov/dhsr
Tel (919) 855-3873 • Fax (919) 733-8139

Location: Edgerton Building, 809 Ruggles Drive • Raleigh, NC 27603
Mailing Address: 2704 Mail Service Center • Raleigh, NC 27699-2704

An Equal Opportunity/ Affirmative Action Employer





Celia

1200 North Elm Street
Greensboro, NC 27401-1020
336.832.8199
www.conehealth.com

Received by
the CON Section
APR 11 2014

April 7, 2014

Ms. Martha Frisone, Interim Section Chief
Ms. Celia Inman, Project Analyst
Certificate of Need Section
Division of Health Service Regulation
2704 Mail Service Center
Raleigh, NC 27699-2704

Dear Ms. Frisone and Ms. Inman:

Pursuant to Section § 131E-184 (a)(7) – Exemptions From Review – of the Certificate of Need Statute, I am writing to inform you of Cone Health's plans to replace cardiac catheterization equipment in one of its existing cardiac cath rooms at The Moses H. Cone Memorial Hospital. Exhibit 1 attached to this letter provides a comparison of the relevant information and specifications for the existing equipment and the planned replacement equipment. Of particular note, the replacement equipment will cost \$959,633.48, and the new equipment will be functionally comparable to the equipment being taken out of service. Minor renovations to the existing space result in projected renovation costs of \$229,100. These costs were estimated by Keith Fleming, AIA, with Little Diversified Architectural Consulting, based on his knowledge and expertise with similar projects. The total proposed capital costs of \$1,242,828.48 for the planned equipment replacement are detailed in Exhibit 2.

The new equipment, which will be owned and operated by Cone Health, is planned to be placed in service in October 2014. The existing equipment will be removed and taken out of service by Philips Healthcare, the vendor of the new equipment, as noted on page 17 of the equipment quote. Cone Health is simply updating an important piece of equipment with newer technology that offers improved patient throughput. Indeed, the equipment to be replaced is ten (10) years old and has exhausted its useful life. The proposed quote from Philips for the Allura Xper FD10 including detailed specifications, is attached as Exhibit 3. The floor plan and equipment layout for the room are attached as Exhibit 4.

Please let me know if I can answer any questions for you regarding this planned replacement.

Sincerely,

James Roskelly
Executive Vice President
Strategic Development

Attachments

Exhibit 1

Comparison of Existing Equipment and Planned Replacement Equipment

EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	Omega Dual Plane Imaging	Single Plane FD10
Manufacturer of Equipment	Omega Medical Imaging	Philips
Tesla Rating for MRIs	NA	NA
Model Number	B-200/B-350	FD10 Clarity
Serial Number	2015	TBD
Provider's Method of Identifying Equipment	Serial number	Serial number
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	NA	NA
Mobile Tractor Serial Number/VIN #	NA	NA
Date of Acquisition of Each Component	September 2004	April 2014
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	NA	\$1,242,828.48
Total Cost of Equipment	Approximately \$950,000	\$959,633.48
Fair Market Value of Equipment	\$0	\$959,633.48
Net Purchase Price of Equipment	Approximately \$950,000	\$959,633.48
Locations Where Operated	The Moses H. Cone Memorial Hospital	The Moses H. Cone Memorial Hospital
Number Days In Use/To be Used in N.C. Per Year	365 days/year	365 days/year
Percent of Change in Patient Charges (by Procedure)	NA	None
Percent of Change in Per Procedure Operating Expenses (by Procedure)	NA	None
Type of Procedures Currently Performed on Existing Equipment	Cardiovascular catheterizations	NA
Type of Procedures New Equipment is Capable of Performing	NA	Cardiovascular catheterizations

Exhibit 2

Proposed Capital Costs

PROJECT CAPITAL COST

A. Site Costs

(1)	Full purchase price of land	\$	<u>0</u>	
	# Acres _____ Price per Acre \$ _____			
(2)	Closing costs	\$	<u>0</u>	
(3)	Site Inspection and Survey	\$	<u>0</u>	
(4)	Legal fees and subsoil investigation	\$	<u>0</u>	
(5)	Site Preparation Costs [Include]			
	Soil Borings			
	Clearing and Grading			
	Roads and Parking			
	Sidewalks			
	Water and Sewer			
	Excavation and Backfill			
	Termite Treatment			
	Sub-Total Site Preparation Costs	\$	<u>0</u>	
(6)	Other (Specify)	\$	<u>0</u>	
(7)	Sub-Total Site Costs			\$ <u>0</u>

B. Construction Contract

(8)	Cost of Materials [Include]			
	General Requirements			
	Concrete/Masonry			
	Woods/Doors & Windows/Finishes			
	Thermal & Moisture Protection			
	Equipment/Specialty Items			
	Mechanical/Electrical			
	Sub-Total Cost of Materials	\$	<u>0</u>	
(9)	Cost of Labor	\$	<u>229,100</u>	
(10)	Other (Specify)	\$	<u>0</u>	
(11)	Sub-Total Construction Contract			\$ <u>229,100</u>

C. Miscellaneous Project Costs

(12)	Building Purchase	\$	<u>0</u>	
(13)	Fixed Equipment Purchase/Lease	\$	<u>959,633.48</u>	
(14)	Movable Equipment Purchase/Lease	\$	<u>0</u>	
(15)	Furniture	\$	<u>0</u>	
(16)	Landscaping	\$	<u>0</u>	
(17)	Consultant Fees			
	Architect/Engineering Fees	\$	<u>27,500</u>	
	Legal Fees	\$	<u>0</u>	
	Market Analysis	\$	<u>0</u>	
	Other (Specify)	\$	<u>0</u>	
	Total Consultant Fees	\$	<u>27,500</u>	
(18)	Financing Costs			
	(e.g. Bond, Loan, etc.)	\$	<u>0</u>	
(19)	Interest During Construction	\$	<u>0</u>	
(20)	Other (Contingency)	\$	<u>26,595</u>	
(21)	Sub-Total Miscellaneous			\$ <u>1,013,728.48</u>

D. Total Capital Cost of Project (Sum A-C above) \$ 1,242,828.48

Exhibit 3

Equipment Quote

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



Quotation #: 1-13SOO34	Rev: 4	Effective From: 01-Apr-14	To: 11-Apr-14
Presented To: CONE HEALTH 1200 N ELM ST GREENSBORO, NC 27401-1004 Tel: Alternate Address:	Presented By: Bethann Griffith-Subik Account Manager Amy Morrow Regional Manager	Tel: (919) 677-9046 Fax: (919) 677-9047 Tel: (828) 553-3118 Fax: (828) 553-3118	
Date Printed: 01-Apr-14			
Submit Orders To: 22100 BOTHELL EVERETT HWY BOTHELL WA 98021 Tel: (888) 564-8643 Fax: (425) 458-0390			

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without the prior written consent of Philips.

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

<u>Line #</u>	<u>Product</u>	<u>Qty</u>	<u>Price</u>
	100213 Allura Xper FD10	1	\$959,633.48
Equipment Total:			\$959,633.48

Solution Summary Detail

<u>Product</u>	<u>Qty</u>	<u>Each</u>	<u>Monthly</u>	<u>Price</u>
100213 Allura Xper FD10	1	\$959,633.48		\$959,633.48

Buying Group: CAROLINAS HEALTHCARE SYSTEM SCA **Contract #:** SCA11505G

Add'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 upon receipt

Quote Summary

100213 Allura Xper FD10

Qty	Product
1	NNAE933 AlluraClarity FD10F
1	NCVC025 System is AlluraClarity
1	NCVA089 RIS / CIS DICOM interface
1	NCVA080 Automatic Position Control (APC)
1	NCVA121 FULL AUTOCAL
1	NCVA784 Ventricular Quant.Sw pkg(Xper)
1	NCVA785 Coronary Quant.Sw pkg(Xper)
1	NCVA097 Cath Arm Support
1	NCVA783 Pivot for table base.
1	FCV0510 Long mattress cardio
1	NCVB630 FlexVision XL,Snapshot
1	NCVB591 2ND REF for FlexVision XL
2	980306640009 Black Anti-Fatigue Floor Mat w/ Blue Logo
1	980406041009 Rad Shield w/ Arm (Contoured) 61X76
1	980406190009 PIVOTING TABLE-MOUNTED RADIATION SHIELD
1	989801220076 Exam Lamp 220v
1	989801220273 Ceiling Track w/Column & Handle Ext
1	NNAE390 FlexVision XL 9 Input Package
1	SP005 Contract Labor
1	SP059B Universal Power Supply
1	SP003 Installation Labor
1	SP019 Trade in Allowance

Options

Qty	Product
1	NCVA778 2nd Xper Module pr
1	NCVC199 Wireless footswitch: mono-plane version

100213 Allura Xper FD10

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.
Additional Terms: Any rigging costs are the responsibility of the Purchaser.

Line #	Part #	Description	Qty
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1	**NNAE933	AlluraClarity FD10F	1
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The AlluraClarity FD10 (Floor) single-plane cardiovascular system comprises a ceiling mounted G-arm stand and digital imaging X-ray system for cardiovascular diagnostic and interventional procedures.

ClarityIQ technology is the foundation of AlluraClarity systems touching every part of the imaging system.

ClarityIQ incorporates powerful state-of-the-art image processing technology, developed by Philips research, all working in real-time enabled by the latest computing technology:

- -Noise and artifact reduction, also on moving structures and objects
- Image enhancement and edge sharpening;
- Automatic real-time patient and accidental table motion correction on live images.
- Flexible digital imaging pipeline
- ClarityIQ systems have a flexible digital imaging pipeline from tube to display that is tailored for each and every application area such as Cardio or Neuro. This gives the flexibility to select virtually unlimited application-specific configurations.
- With ClarityIQ over 500 system parameters are fine-tuned for each application area; the result of years of Philips clinical leadership. It is now possible to filter out more X-ray radiation, use smaller focal spot sizes, shorter pulses, thereby fully utilizing the unique capabilities of the Philips MRC X-ray tube.

The AlluraClarity FD10 system uses an integrated single-host concept. The system is comprised of five functional building blocks: Geometry, X-ray Generation, Image Detection, Viewing, and User Interface. Each functional building block is explained in further detail including accessories.

GEOMETRY

The AlluraClarity FD10 Stand

The floor mounted geometry segment. This component comprises the following features:

- A motorized dedicated cardiovascular floor-mounted Poly-Diagnost G-stand with a rotatable base that allows for a clear area around the patient table. The stand is capable of manual or motorized movement.
- All stand movements are motorized. The manual and motorized parking movement consists of floor-mounted rotation. The counterbalanced Dynamic Flat Detector can be positioned manually and motorized. Angulation and Rotation of the Poly Diagnost G-arm is also motorized at high speeds.
- Parking and longitudinal movement of the Poly Diagnost G stand, can be performed either manually either motorized. The longitudinal movement comprises electronic auto-stop positions, to facilitate positioning in the iso-center with ease and accuracy.
- Single operator control of stand parking or longitudinal positioning. It provides motorized base rotation at 12 degrees/s from +90 to -90 degrees, and motorized longitudinal movement at 15 cm/s over a maximum range of 260 cm.
- The projection angles for the Poly Diagnost G-arm are:
 - Rotation 120 degrees LAO to 120 degrees RAO

100213 Allura Xper FD10

Line #	Part #	Description	Qty
		<ul style="list-style-type: none">• Angulation 45 degrees cranial to 45 degrees caudal• Motorized stand movements are variable speed with a configurable maximum speed, allowing:<ul style="list-style-type: none">• Rotation speed up to 25 degrees/s• Angulation speed up to 18 degrees/s• The depth of the Poly Diagnost G arm is 105 cm.• The stand features BodyGuard capacitive sensing collision avoidance for patient protection.• The variable source image distance range between the x-ray tube foci and the Dynamic Flat Detector input screen is 86.5 to 123 cm.	

Patient Support

Xper Table

- Patient support provided with a flat carbon fiber tabletop
- Tabletop length of 319 cm and tabletop width of 50 cm
- Floating tabletop movement of 120 cm longitudinal and 35 cm transverse
- Motorized height adjustment from 74.5 to 102.5 cm
- Maximum cantilever of 223 cm , for full patient coverage
- Maximum patient weight 250 kg plus 500 N for CPR (or 225 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.

Patient Support Accessories

- Three rail accessory clamps
- Mattress pad
- Translucent catheterization armrest
- IV Pole
- Set of Cable Holders
- Set of Arm Supports (FCV0248)
- Arm Support (FCV0258)
- Patient straps
- Table-mounted radiation shield
- Antifatigue Mat with Philips logo

X-RAY GENERATION

The AlluraClarity FD10 comprises an integrated dedicated X-ray system, micro-processor controlled 100kW generator, based on high frequency converter technology. The user interface control of this X-ray Generator is incorporated into the Xper module, Xper Desktop Console, and the Xper on-screen displays.

The Velara CFD generator comprises:

- Voltage range is 40 - 125 kV.
- Maximum current 1250 mA at 80 kV
- Maximum continuous power for fluoroscopy: 2 kW for 8 hours, 2.4 kW for 0.5 hour.
- Program selection
- Acquisition frame rates 3.75, 7.5, 15, 30 frames per second

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Line #	Part #	Description	Qty
		<ul style="list-style-type: none">Pulsed fluoroscopy frame rates 3.75, 7.5, 15, 30 frames per second.Minimum exposure time of 1 ms.Automatic kV and mA control for optimal image quality prior to run to safe doseAn X-ray collimator with single semi-transparent wedged filter with manual and automatic positioning.SpectraBeam filtering of low energy radiation to optimize image quality and dose efficiency with the MRC-GS 0508 X-ray tube.Xper Beam Shaping, which means that, both shutters and wedges can be positioned on the Last Image Hold without the need for X-ray radiation.	

Fluoroscopy

- Three programmable fluoroscopy modes can be selected from the Xper Imaging T.S.O. Each mode has a different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, and adaptive harmonization).
- Xper Fluoro Storage, a grab function allows storage and archiving of a single fluoro frame or the last 20 seconds of fluoroscopy. These images or runs can be archived as a regular run.

X-ray Tube

The AlluraClarity FD10 includes a Maximus ROTALIX Ceramic tube assembly MRC-GS 05 08 and cooling unit CU 3101 for cardio-vascular systems. Comprising:

- 0.5/0.8 mm nominal focal spot values maximal 45 and 85 kW

IMAGE DETECTION

The AlluraClarity FD10 comprises the following image detection chain:

- A 25 cm (10 in.) diagonal triple-mode Dynamic Flat Detector. It comprises a 6"/8"/10" triple mode Dynamic Flat Detector
- The outer detector box diameter is 37 cm diagonal square
- The digital output of the Flat detector is a 1024 x 1024 matrix at 14 bit depth and the detector pixel pitch is 184 micron by 184 micron
- The DQE (0) is 75% providing high conversion of X-ray into a digital image, while maintaining a high MTF.

VIEWING

The AlluraClarity FD10 comprises the following components in order to display the clinical images in the control and examination rooms:

Displays

Examination Room

Two 18-inch monochrome LCD monitors

- 18-inch monochrome TFT-LCD display
- Native format 1280x1024 SXGA
- 10-bit gray-scale resolution with gray-scale correction

These monitors are not delivered when FlexVision XL, EP Cockpit or EP Cockpit XL is selected.

The monitor ceiling suspension in the exam room can be configured to accommodate 3, 4, 6, or 8 LCD monitors and includes motorized height adjustment. The height adjust feature is dependent

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Line #	Part #	Description	Qty
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on the room ceiling height. When FlexVision XL, EP Cockpit or EP Cockpit XL is selected the monitor ceiling suspension is configured for one of those options.

- The first reference channel is for the display of reference images or runs, 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.

Control Room

One 19-inch color LCD monitor

- 19-inch color TFT-LCD display

Control Room

One 18-inch monochrome LCD monitor

- 18-inch monochrome TFT-LCD display
- Native format 1280x1024 SXGA
- 10-bit gray-scale resolution with gray-scale correction

These control room monitors are not delivered when EP Cockpit or EP Cockpit XL is selected.

Acquisition

The acquisition segment coordinates the parameters for automatic exposure control. The program is selected via the Xper module or Xper Desktop Console.

This AlluraClarity offers a storage capacity of:

- 100,000 images at matrix size of 1024 x 1024, 10-bit
- Maximum number of examinations is 999, with no limit to the maximum number of images per examination

Xres Image Processing and SPIRIT

- Xres is a multi-resolution spatial temporal noise reduction and edge enhancement filter. It exploits the full benefits of the digital detector to enhance sharpness and contrast and to reduce noise in the clinical images. The settings for both Xres and SPIRIT can be customized with regard to the image quality.
- SPIRIT harmonizes the background of clinical image to provide excellent visualization of coronary arteries projected in complex projections, such as arteries projected over the diaphragm or spine.

USER INTERFACE

Xper is comprised of three elements: 1) Xper Settings, which customizes the system to each user preferred settings; 2) Xper User Interface 3) Xper Integration, which makes advanced integration functionality available such as DICOM Query / Retrieve, background archiving, and Xper Fluoro Storage.

The Xper User Interface comprises a range of User Interface modules in the Examination Room, including On-Screen Display.

On-Screen Display

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Line #	Part #	Description	Qty
		<ul style="list-style-type: none">• X-ray indicator and X-ray tube temperature condition• Gantry position in rotation and angulation and Source Image Distance• Detector field size display• Selected Frame speed• Fluoroscopy mode• Integrated fluoroscopy time• Stopwatch• Skin Dose: dose rate with X-ray, cumulated dose with no X-ray• Dose Area Product: dose rate with X-ray, cumulated dose with no X-ray• Graphical bars for indication of Body Zone specific dose rate and accumulated skin dose levels, related to the 2 Gy level	

Remote Intercom

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.

Xper ViewPads

The Xper ViewPad contains the preprogrammed function settings. The system is provided 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 live 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

Tablesides Modules

One Xper Module is provided for use at either the tableside or in the control room. This module uses a touch screen, which can be operated when draped with sterile covers. The Xper Module contains the following functionality:

- Acquisition settings
- Selection of Xper Setting allows the user to set frame rates and x-ray generation settings applicable for the type of the preferred intervention
- Automatic positioning recall to allow the stand position to match the reference image.
- Image Processing

The Xper Geometry T.S.O. module can be positioned on all sides of the patient table, while keeping the button operation intuitive. The Xper Geometry T.S.O. provides the following functionality:

- Tabletop float and table height position
- Source Image Distance selection
- longitudinal movement of the Gantry along the ceiling
- Gantry rotation in an axis perpendicular to the ceiling

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Line #	Part #	Description	Qty
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- Store and recall of two scratch gantry positions including SID
- Emergency stop button

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

- Fluoroscopy Flavor selection defined per Xper Setting
- Shutters and Wedge positioning
- Xper Fluoro Storage and Grab
- Selection of the Detector field size
- Shutters positioning
- Reset of the fluoroscopy buzzer

Pan Handle (NCVA081)

The Pan Handle is an extension of the control facility for floating movements of the table top.

Control Room

The control room comprises an Xper Review Module, a keyboard, a mouse. The Xper Review Module offers the basic functions for review. The Xper Review Module contains 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, Image stepping and run and file overview
- Delete run
- Image invert and digital zoom
- Reset fluoroscopy timer and enable/disable X-ray

System information is displayed on the bottom of the data monitor:

- Stopwatch and Time
- System guidance information
- Dose Area Product (DAP), Skin Dose, and accumulative dose
- 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

The workflow is divided in scheduling, preparation, acquisition, review, and archive.

Scheduling

The patients can be added, listed and selected per date, physician, and intervention type. Previous DICOM patient studies can be uploaded with the DICOM Query Retrieve function.

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, i.e. acquisition file, reference file, and QA results file.

Line #	Part #	Description	Qty
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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 or her own room protocols.

Acquisition

The acquisition page contains information on the current selected patient.

Review

The review page allows for reviewing of patient's:

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

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.
- Typical system usage can be extracted from the data.

Archive**Continuous Autopush (NCVA090)**

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

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 and archive formats can be selected to the individual needs.

The Xper DICOM Image Interface enables the export of clinical images to PACS. The export formats are based on DICOM 3.0 protocols. The system exports clinical studies in Cardiac DICOM XA Multi-Frame or DICOM Secondary Capture formats.

- The export format is configurable in 512x512 or 1024x1024.
- The examination can be sent to multiple destinations for archiving and reviewing purposes.
- The Xper DICOM Image Interface provides DICOM Storage and DICOM Storage Commitment 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.

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.

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Line #	Part #	Description	Qty
		<p>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.</p> <p>In the event that your main FD system will be dedicated to Cardiac applications your offsite training course will be tailored to focus on the Cardiac functionality.</p> <p>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.</p>	

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# 106107-110915

2	**NCVC025	System is AlluraClarity	1
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3	**NCVA089	RIS / CIS DICOM interface	1
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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

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Line #	Part #	Description	Qty
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- 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 with DICOM Work List Management and Modality Performed Procedure Step.

4	**NCVA080	Automatic Position Control (APC)	1
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The Automatic Position Controller (APC) for Integris Allura Flat Detector systems provides two modes of operation:

- Preset Position Sequence; the sequence of projections is determined per 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 rotation, angulation, and SID.

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Line #	Part #	Description	Qty
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5	**NCVA121	FULL AUTOCAL	1
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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

6	**NCVA784	Ventricular Quant.Sw pkg(Xper)	1
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Left Ventricular Quantification Software Package. Software package for the analysis of single plane Left ventricular angiograms. Calculates the Ejection fraction and local wall motion parameters in different formats.

Functions:

- Various LV-volumes
- Ejection Fraction
- Cardiac Output
- Centerline Wall Motion
- Slager Wall Motion
- Regional Wall Motion
- 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.

Comprising:

- software license

Compatible with:

- . Allura Xper FD 10 Rel 3 and FD10/10 Rel 2 onwards
- . Allura Xper FD20 Rel 2, FD20/10 Rel 2 onwards

7	**NCVA785	Coronary Quant.Sw pkg(Xper)	1
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Functions:

- diameter measurement along the selected segment
- cross sectional area
- %-stenosis
- pressure gradient values
- stenotic flow reserve
- 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.

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Line #	Part #	Description	Qty
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Comprising:

- software license

Compatible with:

- . Allura Xper FD 10 Rel 3 and FD10/10 Rel 2 onwards
- . Allura Xper FD20 Rel 2, FD20/10 Rel 2 onwards

8	**NCVA097	Cath Arm Support	1
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For brachial catheterisation and digital imaging technique
The support is made of X-ray transparent material with exception of the fixing clamp and pivots.

9	**NCVA783	Pivot for table base.	1
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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

10	**FCV0510	Long mattress cardio	1
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Patient mattress, thickness 70 mm, length 3165 mm, width 500 mm

11	**NCVB630	FlexVision XL, Snapshot	1
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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 information from up to 8 sources simultaneously (incl. third party systems) on the Philips 58-inch color LCD with LED backlight in the Exam Room.
- Resize and/or enlarge information at any stage during the case.
- Select and customize viewing lay-outs of the Philips 58-inch color LCD via the Xper table-side module
- Overview connected equipment (incl. third party systems) from a single location.

The FlexVision XL consists of:

- DVI video composition unit.
 - o The DVI video composition unit allows the user to direct and switch the video output of all connected medical equipment to specific sub windows of the Philips 58-inch color LCD with LED backlight in the Exam Room.
 - o The DVI video composition unit is operated from the Xper table-side module.
 - o The DVI video composition unit supports a wide variety of display formats (up to 1920x1200)
 - o Up to 9 external inputs are connected to the DVI video composition unit via Wall Connection Box(es).
- Medical grade, high resolution color LCD in the Exam Room
 - o 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 or

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Line #	Part #	Description	Qty
		<p>AlluraClarity system for the Exam Room.</p> <ul style="list-style-type: none"> o Main characteristics are: <ul style="list-style-type: none"> - 58-inch, 8 Megapixel color LCD - Native resolution: 3840x2160 - Brightness: Max: 700 Cd/m2 (typical) stabilized: 400 Cd/m2 - Contrast ratio: 4000:1 (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 • Large color LCD control (Xper Module) <ul style="list-style-type: none"> o Resize and/or enlarge information at any stage during the case via the Xper table-side module in the Exam or Control Room o Select viewing lay-outs via the Xper table-side module in the Exam Room o Create new layouts by matching inputs to desired locations on preset templates. • Monitor Ceiling Suspension <ul style="list-style-type: none"> o Monitor ceiling suspension for use in the Exam Room carries the 58-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 <ul style="list-style-type: none"> o Up to 9 Isolated Wall Connection Boxes can be connected to FlexVision XL. o Through Isolated Wall Connection Boxes, 3rd party equipment can be connected to the FlexVision (DVI video composition unit). The Wall Connection Boxes have Power, Grounding, Video (DVI), Network (RJ45) and Keyboard/mouse (USB) connections. The Wall Connection Boxes can be located in the Technical Room, Control Room and/or Exam Room. In case of an Equipment Rack: 1 x Wall Connection Box is permanently placed on the Equipment Rack. • Snapshot <ul style="list-style-type: none"> o The snapshot function allows the user to store/save a screen-capture of any image on the 58-inch 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 . 	
12	**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.	
13	**980306640009	Black Anti-Fatigue Floor Mat w/ Blue Logo	2
		Blue Anti-Fatigue Floor Mat w/ Logo	
14	**980406041009	Rad Shield w/ Arm (Contoured) 61X76	1
		Contoured Rad Shield with Arm rest. 61X76	

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Line #	Part #	Description	Qty
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15	**980406190009	PIVOTING TABLE-MOUNTED RADIATION SHIELD	1
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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 or left table accessory 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.

16	**989801220076	Exam Lamp 220v	1
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Spring arm mounted examination light for cardiovascular applications

17	**989801220273	Ceiling Track w/Column & Handle Ext	1
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Mavig 2.5m Ceiling Track with Ceiling trolley, 360 degree column, and brake handle extension.

18	**NNAE390	FlexVision XL 9 Input Package	1
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The FlexVision XL9 input package provides nine isolated wall connection boxes and nine 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 Cardiac System: 9 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

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Line #	Part #	Description	Qty
		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	

19 **SP005 Contract Labor** 1
Remove and liquidate existing Fischer Dual lab system.

20 **SP059B Universal Power Supply** 1
Philips Power Solutions 25 kVA UPS for FD10 system.

21 **SP003 Installation Labor** 1
Saturday delivery and first weekend installation labor.

22 **SP019 Trade in Allowance** 1
Customer represents and warrants that (i) Customer has, and shall have when title passes, good and marketable title to the equipment being traded in and (ii) has the authority to effect such trade in.
Product: Fischer CATH LAB
Serial Number: pending
Manufacturer: FISCHER IMAGING

Trade-In authorization number: pending
Trade-In Value: \$0.00
De-install Date: 10/24/2014

Customer will be trading-in equipment that is described on the attached System Disclosure Form (the "Trade-In"), which Trade-In the parties agree (i) will be removed on the De-install Date and (ii) is currently in the condition as represented on the System Disclosure Form. In addition, the parties agree as follows:

1. Customer represents and warrants that Customer has good and marketable title to the Trade-In as of the date of this Quotation and will have good and marketable title when Philips removes the Trade-In from Customer's site (the "Removal Date");
2. Title to the Trade-In shall pass from Customer to Philips on the Removal Date, unless otherwise agreed by Philips and the Customer;
3. Notwithstanding anything to the contrary in any Business Associate Addendum, Customer represents and warrants that as of the Removal Date all Protected Health Information will have been de-identified or removed from the Trade-In;

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Line #	Part #	Description	Qty
		<p>4. Philips may test and inspect the Trade-In prior to de-installation. If the condition of the Trade-In is not substantially the same on the Removal Date (ordinary wear and tear excepted) as it is identified on the System Disclosure Form, then Philips may reduce the price quoted for the Trade-In;</p> <p>5. If the removal date is delayed until after the De-Install Date, unless Philips causes the delay, then Philips may reduce the price quoted for the Trade-In by six percent (6%) per month.</p> <p>6. Philips is responsible for normal de-installation costs of the Trade-In.</p> <p>7. The trade-in value will not include costs associated for any facility modifications and/or rigging required for de-installation and must be accounted for separately.</p> <p>8. Customer is responsible for all plumbing necessary to properly drain coolant from chiller system and cap the lines.</p> <p>9. Prior to the Removal Date, Customer shall remove from the room all equipment that is not being de-installed.</p>	

*****PROMOTIONS*****

Promotion Name	Description
Mono Closer 2014	All orders for this promotion must be received on or before June 27, 2014.

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LIST PRICE	\$2,132,510.00
DISCOUNT	\$1,172,876.52
NET PRICE	\$959,633.48

Buying Group: CAROLINAS HEALTHCARE SYSTEM SCA Contract #: SCA11505G

Add'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.

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OPTIONS

SELECTION OF ANY OPTION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. OPTIONAL EQUIPMENT PRICING VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED.

Line #	Part #	Description	Qty	Each	Price	Initial
1	**NCVA778	2nd Xper Module pr	1	\$9,433.20	\$9,433.20	_____

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

The following functions can be made available providing the relevant commercial options have been selected:

- Acquisition settings
- Image processing controls
- Automatic position control (optional)
- Channel selection for MultiVision
- Quantitative Analysis controls (optional)
- Xcelera and ViewForum viewing (optional)
- Interventional tool controls (optional)
- Allura 3D-RA, Dynamic 3D Roadmap
- StentBoost, Allura 3D-CA
- XperCT, XperGuide
- XIM physiomonitring controls (optional)

Comprising:

- Xper Module with Cabling
- Mounting materials
- Software

Connectivity:

A maximum of 3 Xper modules can be connected to the Allura Xper system:

- one Xper module can on the XperTable
- one Xper module in the control room
- one Xper module on the Xper Pedestal

Compatible with:

- Allura Xper FD20 Rel.3
- Allura Xper FD20/10 Rel.2
- Allura Xper FD20/20 Rel.1

Power requirements: refer to system configuration.

2	**NCVC199	Wireless footswitch: mono-plane version	1	\$7,428.47	\$7,428.47	_____
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OPTIONS

SELECTION OF ANY OPTION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. OPTIONAL EQUIPMENT PRICING VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED.

Line #	Part #	Description	Qty	Each	Price	Initial
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The wireless footswitch is an option for our Allura systems. It provides the possibility to have one wireless footswitch in the exam room.

A wireless footswitch provides workflow optimization, flexibility at table-side, removes cable clutter on the floor and provides easier cleaning of the footswitch.

The mono-plane wireless footswitch is a 3 pedal version; one pedal for fluoroscopy, one for exposure and one to control the roomlight/single shot. The pedals can be configured according customers preferred lay-out.

The wireless footswitch is working via RF technology and is fully tested and released for medical use. It has an active range up to 10 meters, depending on structures within this range.

The wireless footswitch has a lithium battery which only needs to be recharged once per week. During recharging the footswitch still can be used and is fully functional. In parallel, a wired footswitch can also be used.

The status of the battery is indicated by an LED-indication on the footswitch itself, so that the user can decide when the footswitch needs to be recharged.

The wireless footswitch can easily be cleaned in water. It has the highest water ingress protection standard (IPX8).

The wireless footswitch has an on/off switch. It can be switched off when not in use. When the footswitch is active, but not in use, it will go into a sleep-mode. It will be re-activated when touched or when one of the pedals is pressed.

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 EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI; and,
- (d) FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED 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 SUCCESSORS' 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.

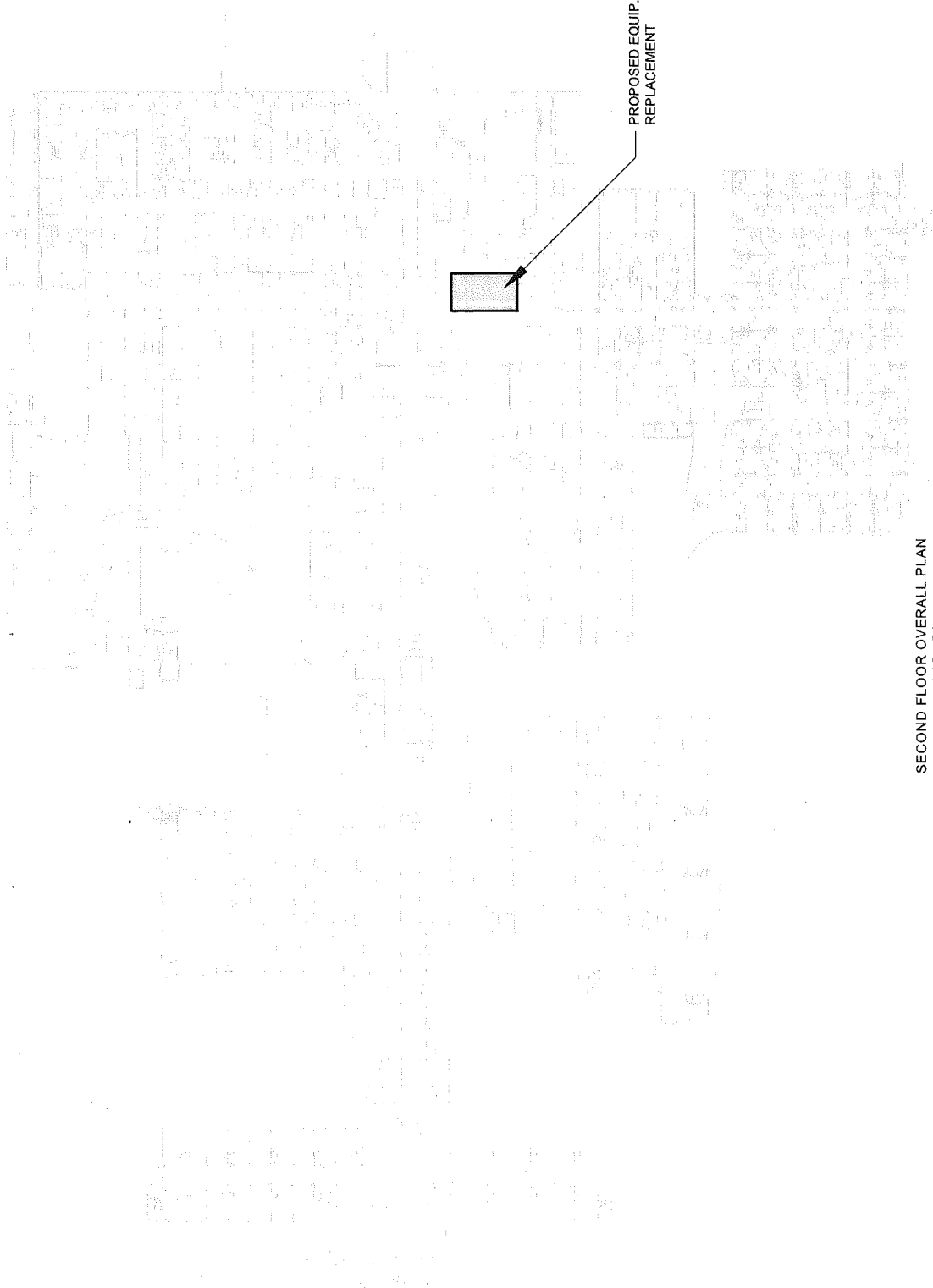
FORCE MAJEURE

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

Exhibit 4

Floor Plan and Equipment Layout



PROPOSED EQUIP.
REPLACEMENT

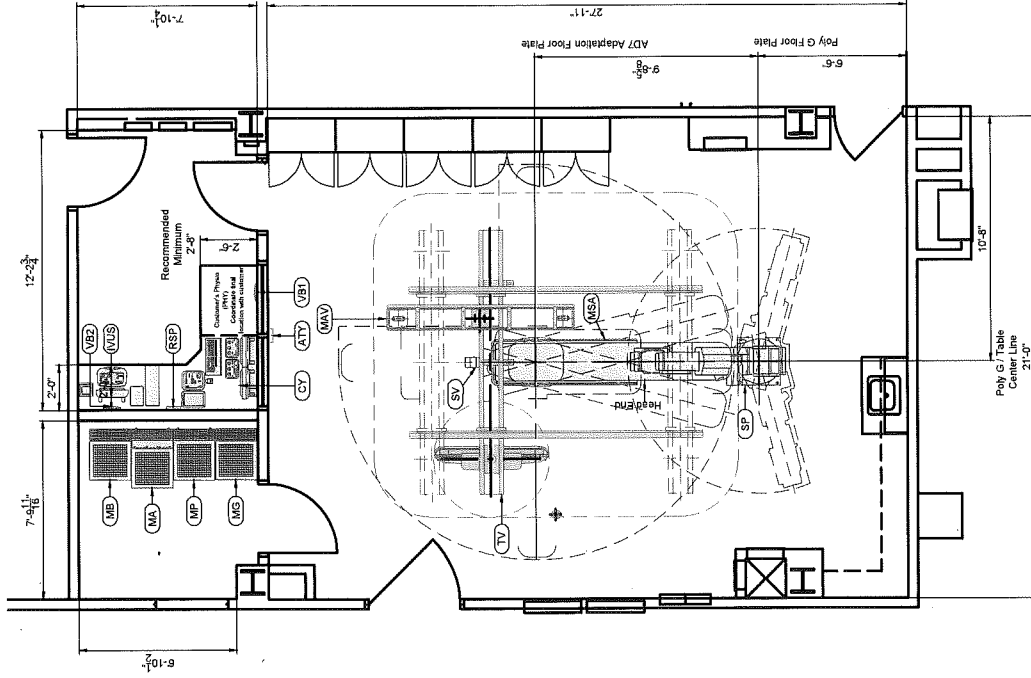
SECOND FLOOR OVERALL PLAN
SCALE: N.T.S.

CONE HEALTH CATH LAB EQUIPMENT REPLACEMENT
MOSES H. CONE MEMORIAL HOSPITAL

April 5, 2014

LITTLE
ARCHITECTURAL CONSULTANTS

CONE HEALTH
The Network for Exceptional Care



ENLARGED FLOOR PLAN
SCALE: 1/8" = 1'-0"

CONE HEALTH CATH LAB EQUIPMENT REPLACEMENT
MOSES H. CONE MEMORIAL HOSPITAL

April 5, 2014

