



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

November 5, 2014

Lynn DeJaco
155 Memorial Drive
P.O. Box 3000
Pinehurst, NC 28374

No Review

Facility or Business: FirstHealth Richmond Memorial Hospital
Project Description: Replace CT Scanner
County: Richmond
FID #: 933431

Dear Ms. DeJaco:

The Certificate of Need Section (CON Section) received your letter of September 17, 2014 regarding the above referenced proposal. Based on the CON law **in effect on the date of this response to your request**, the proposal described in your correspondence is not governed by, and therefore, does not currently require a certificate of need. However, please note that if the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective.

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

It should be noted that this determination is binding only for the facts represented by you. Consequently, if changes are made in the project or in the facts provided in your correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by the Certificate of Need Section. Changes in a project include, but are not limited to: (1) increases in the capital cost; (2) acquisition of medical equipment not included in the original cost estimate; (3) modifications in the design of the project; (4) change in location; and (5) any increase in the number of square feet to be constructed.



Certificate of Need Section

www.ncdhhs.gov

Telephone: 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

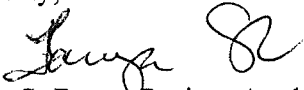
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Lynn DeJaco
November 5, 2014
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Please contact the CON Section if you have any questions. Also, in all future correspondence you should reference the Facility I.D. # (FID) if the facility is licensed.

Sincerely,



Tanya S. Rupp, Project Analyst

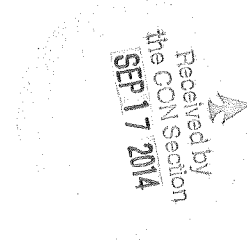


Martha J. Frisone, Interim Chief
Certificate of Need Section

cc: Medical Facilities Planning Branch, DHSR
Construction Section, DHSR (Not Hospice Home Care/ Home Health)
Acute and Home Care Licensure and Certification Section, DHSR

September 11, 2014

Ms. Martha Frisone
Interim Chief, Certificate of Need Section
Department of Health Service Regulation
809 Ruggles Drive
Raleigh, NC 27603



RE: Request for No Review Determination for Replacement of CT Scanner located at FirstHealth
Richmond Memorial Hospital / Richmond County

Dear Mr. Smith:

Pursuant to T10 NCAC 3R.0304(a), FirstHealth Richmond Memorial Hospital (FRMH) intends to replace an existing CT scanner and requests a determination that such replacement falls within the definition of NCGS 131E-184 (a)(7) and the regulations set out in T10.3R.0214, as exempt from review.

Statement of Facts

FRMH proposes to replace an existing Toshiba CT scanner that was purchased in 2004. The existing CT scanner is outdated and has limited capabilities in its ability to be upgraded. FRMH has determined that it would be most effective to replace the existing CT scanner with state-of-the-art technology that can be further upgraded in the future. FRMH proposes to utilize a "leased" CT scanner for two weeks or until the replacement CT scanner's installation is completed.

Exemption from Review

Pursuant to NCGS 131E-184(a)(7) "The department shall exempt from certificate of need review a new institutional health service if it receives prior written notice from the entity proposing the new institutional health service, when notice includes an explanation of why the new institutional health service is required, for any of the following: ... (7) To provide replacement equipment."

NCGS 131E-176(22a) defines "replacement equipment" as equipment that cost less than \$2,000,000 and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced.

Applicable Regulations

NCAC T10: 03R .0214 defines "comparable medical equipment" as equipment that is functionally similar and which is used for the same diagnostic or treatment purposes. Replacement equipment is comparable if:

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

Replacement equipment is not comparable to the equipment being replaced if the replacement equipment is capable of performing procedures that could result in the provision of a new health service or type of procedure that has not been provided with the existing equipment.

Compliance

FirstHealth Richmond Memorial Hospital hereby certifies that:

1. The estimated replacement cost for the CT scanner is \$420,000. This assumes purchase of a Toshiba Aquilion Prime CT Scanner per the attached quotations (Exhibit A). Installation costs are \$30,000 and the "leased" CT scanner is expected to cost \$20,250 for a total project cost of \$470,250 (Exhibit B).
2. The replacement equipment will be purchased for the sole purpose of replacing comparable equipment currently in use, which will be dismantled by Toshiba Medical. A comparison of the existing and replacement equipment is provided in Exhibit C.
3. The replacement equipment is functionally similar to existing equipment and will be used for the same treatment planning as the equipment currently in use.
4. No increase in charges will occur within the first twelve months after the replacement equipment is acquired.
5. The average cost per CT scan increases by \$0 (0%) as a result of the replacement.
6. The capital costs for the proposed project identified in Exhibit B are complete and correct and FRMH intends to carry out the proposed project as described.

Determination Requested

FirstHealth Richmond Memorial Hospital requests that the Division of Health Service Regulation make a determination that replacement of existing CT scanner as proposed herein does not constitute a new institutional health service and is thus exempt from certificate of need review.

If you require additional information concerning this request, please contact me at 910-715-1981.

Sincerely,



Lynn DeJaco
Chief Financial Officer

Attachments: Exhibit A - Vendor Quotes
 Exhibit B - Proposed Total Capital Cost of Project
 Exhibit C - Existing/Replacement Equipment Comparison

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TOSHIBA AMERICA MEDICAL SYSTEMS, INC.

**QUOTATION/ORDER
ORDER SUMMARY**

PRESENTED TO: (COMPLETE LEGAL NAME)	DATE: 5/1/2014	SID NO: 30007624
FIRSTHEALTH RICHMOND MEMORIAL HOSPITAL	DELIVER TO:	QUOTE NO: 47274-7
925 S LONG DR	FIRSTHEALTH RICHMOND MEMORIAL HOSPITAL	
ROCKINGHAM, NC. 28379	925 S LONG DR	
	ROCKINGHAM, NC. 28379	

EQUIPMENT SUMMARY:

PRIME-SERIES-S.000

**AQUILION PRIME FAST WHOLE BODY
CT SCANNER WITH AIDR 3D**

AQUILION PRIME WITH EXTENDED
COUCH

CT SCANNER AQUILION PRIME WITH
EXTENDED COUCH

ACCESSORY KIT FOR EXTENDED PATIENT
COUCH

CT PHANTOM

CHAIR WITH ADJUSTABLE ARMS AND
BACK (Qty 2)

CABLE CATEGORY 5E/RJ45 5M

CABLE CATEGORY 5E/RJ45 35M

CONSOLE DESK 65" X 36" X 30"

This quotation shall remain valid until May 30, 2014.

All prices are F.O.B. destination.

Payment terms are: Cash - 0% down payment, 80% upon shipment, 20% net 30 days after shipment or upon availability for first use by purchaser, whichever comes first.

Additional terms and conditions appear at the end of this quotation. McKesson Agreement Required Yes No

Vital Software License Agreement Required Yes No

Please return signed quotation to: Toshiba America Medical Systems, 2441 Michelle Drive, Tustin, CA 92780.

ACCEPTED AGREED AND ORDERED:

CUSTOMER REQUESTED DELIVERY DATE:

_____	_____	_____
PURCHASER'S SIGNATURE/TITLE	DATE	TOSHIBA REP/CONTACT
_____	_____	_____
	DATE	ZONE SALES MANAGER
		DATE

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EQUIPMENT SUMMARY: (continued)

SERVICE MODEM CABLE (Qty 2)

FLOOR LEVELING EPOXY KIT

SURECONNECT DICOM CONNECTIVITY
PACKAGE

DICOM 3 STORAGE SERVICE CLASS
PROVIDER (SCP)

DICOM 3 MODALITY WORKLIST
MANAGEMENT (MWM) SERVICE CLASS
USER (SCU) SYSTEM

DICOM 3 PERFORMED PROCEDURE STEP
SCU

DICOM 3 QUERY/RETRIEVE SCP

DICOM 3 QUERY/RETRIEVE SCU AQ/MP

DICOM 3 STORAGE COMMITMENT SCU
SOFTWARE

PRESENTATION OF GROUPED
PROCEDURES (PGP) AND EXAM HARD
SPLIT

EPROTECT AUTHENTICATION AND
MALWARE PROTECTION DEVICE

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EPROTECT KIT,MINI ROUTER WITH
ACCESSORIES

TOSHIBA POWER DISTRIBUTION UNIT

SUREFLUORO: CT FLUORO KIT WITH
FLAT-PANEL MONITOR

CT FLUOROSCOPY

LCD MONITOR FOR SUREFLUORO FOR
AQUILION PRIME, RXL & VELOCT

NEEDLE HOLDER KIT FOR CT
FLUOROSCOPY
• *For SureFluoro*

FLUOROSCOPY STERILIZATION KIT FOR
AQUILION-4 THROUGH AQUILION ONE

CEILING SUSPENSION MOUNT FOR LCD
MONITOR

CEILING MOUNT PLATE FOR FIXED
COLUMN

MAVIG EXTENSION/SPRING ARM 75/90
CM

HOLDER FOR ONE FLAT SCREEN
MONITOR WITH VESA-ADAPTER

MAVIG 360 COLUMN - FIXED (46 CM)

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Special Information & Terms

- This quotation/order will be subjected to the Agreement for Computed Tomography equipment products between Premier Purchasing Partners, L.P. and Toshiba America Medical Systems, Inc., effective October 1, 2012.
Reference contract no. PP-IM-199.
- Quotation includes a trade-in.

This price is offered contingent on the receipt of an executed quotation by May 30, 2014. This price also requires the installation of this system by August 29, 2014 and that the Customer execute a forty-eight (48) month Service Agreement prior to installation.

**PRIME-SERIES-
S.000****AQUILION PRIME FAST WHOLE BODY CT SCANNER
WITH AIDR 3D**

The Aquilion PRIME Series, with Adaptive Iterative Dose Reduction 3D (AIDR 3D) is a scalable 40 to 160*¹ & *² slice with the technology of the Aquilion™ ONE built in. The speed and clinical accuracy of this technology offers significant benefits to patients - especially trauma, pediatric and critically ill patients. This technology enables physicians to more clearly visualize internal injuries and disease in less time.

**1-The coneXact double slice upgrade is required to obtain additional reconstructed slices in a single axial rotation.*

**2- The high coverage upgrade is required for 40 mm coverage at 0.5 mm*

It includes Aquilion's best-in-class, 0.5 mm detector elements with a new scalable quantum detector covering up to 40 mm of anatomy every 350 msec.

The Aquilion PRIME Series is capable of reconstructing 40, 80*¹ or *² or 160*¹ & *² unique slices with every rotation of the gantry and incorporates a host of ergonomic and automated features to streamline productivity and deliver

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the highest quality images while lowering radiation dose. Aquilion PRIME Series also achieves consistently superior image quality with industry-leading, low-contrast resolution of 2 mm at 0.3% and high-contrast resolution of 0.35 mm.

**1-The coneXact double slice upgrade is required to obtain additional reconstructed slices in a single axial rotation.*

**2- The high coverage upgrade is required for 40 mm coverage at 0.5 mm*

Ultra-Fast Workflow with Patient Comfort

The Aquilion PRIME Series boosts productivity with fast scan and image reconstruction times while offering comfort features such as the wide bore (78 cm) and (optional) large table capacity (660 lbs) for patients of all sizes pediatric to bariatric.

Aquilion PRIME Series makes exams easier for all patients. The routine fast scans made possible by the quantum detector also mean short breath-holds for better patient compliance.

DOSE-REDUCTION FEATURES

Aquilion PRIME Series reinforces Toshiba's guiding principle of ALARA for every patient. To achieve this, Aquilion PRIME Series has an array of adaptive and integrated dose-reduction strategies that are implemented at every stage, from patient registration to image reconstruction. In addition, patient dose reduction is integrated into the protocol software, so it activates prior to turning on the x-ray beam.

Active Collimation

Active collimation synchronizes the width of the x-ray beam at the ends of the scan range to the clinically useful area needed for image reconstruction. By eliminating exposure that is not used for diagnosis, patient dose is reduced.

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Adaptive Iterative Dose Reduction 3D (AIDR 3D)

AIDR 3D is the third generation in the evolution of Toshiba's iterative reconstruction technology. AIDR 3D is an iterative algorithm intended to reduce pixel noise from the original data, the results analyzed, and the process repeated until the target level of noise-reduction is achieved. This iterative algorithm is superior in reducing background noise while preserving diagnostic information compared to non-iterative approaches.

AIDR 3D can be integrated into all acquisition modes for routine clinical use and is able to reduce pixel noise magnitude in a way that may result in dose reduction.

SURE Exposure3D (x, y, z automated mA modulation software)

Toshiba's SURE Exposure3D software automatically adjusts the mAs based on patient anatomy to adapt to and compensate for changes in attenuation level.

NEMA XR 25, XR 26 and XR 29

Aquilion PRIME S Series meets the National Electrical Manufacturers Association's (NEMA) Medical Imaging & Technology Alliance (MITA) standards XR 25, XR 26 and XR 29.

- MITA XR 25 Computed Tomography Dose Check
- Includes dose alerts and allows facilities to set dose notification values.
- MITA XR 26 Access Controls for Computed Tomography: Identification, Interlocks, and Logs
- Provides access control ensuring only authorized operators can alter controls of the CT equipment.
- MITA XR 29 Standard Attributes on Computed Tomography (CT) Equipment Related to Dose Optimization and Management
- Smart Dose standard bundles four important features to ensure that equipment produces high-quality diagnostic images while supporting patient safety:
 - DICOM Structured Reporting
 - CT Dose Check
 - Automatic Exposure Controls,
 - Pediatric and adult reference protocols.

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DICOM IHE SR

Aquilion PRIME Series also integrates with DICOM IHE SR software to allow patient-dose tracking.

COMPONENTS

- Large-aperture 78 cm, slip-ring gantry
- High-power 72 kW x-ray generator and tube
- Ergonomic and scalable patient couch
- Ergonomic operator controls
- 3-D and 4-D software for display console
- High-capacity hard disks
- Image data transfer link
- Custom patient table pad and positioning accessories
- Microsoft Windows 7 operating system
- Operator manuals and quality-assurance phantoms

KEY FEATURES**Routine Fast Scanning**

The Aquilion PRIME Series is capable of reconstructing 40, 80*1 or *2 or 160*1 & *2 unique slices with every rotation of the gantry and incorporates a host of ergonomic and automated features to streamline productivity and deliver the highest quality images while lowering radiation dose. Aquilion PRIME Series also achieves consistently superior image quality with industry-leading, low-contrast resolution of 2 mm at 0.3% and high-contrast resolution of 0.35 mm.

Patients benefit from the extremely short exam times. Fast scan acquisition can also be used to meet the demands of helical CTA examinations for vascular imaging.

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Optimal Space Utilization

The Aquilion PRIME Series has only four main components: gantry, couch, console and transformer. The recommended minimum CT room size is only 14.8 square meters with the compact couch.

SURETechnologies

Improve workflow with real-time imaging, which provides the ability to view a scan at 12 frames per second (512x512) during the acquisition. This allows the operator to rapidly assess if additional images are needed.

The following are standard features on Aquilion PRIME Series:

- SUREExposure - Dose modulation based on scanogram
- SUREStart - Real-time contrast detection at 12 fps. With SUREStart there is no need to perform a timing bolus, saving up to 30 cc's of contrast.

Easy Operation

Aquilion PRIME Series is easy to operate using the 19-inch LCD monitor, mouse and ergonomic keyboard. Scan automatically by programming procedures with eXam Plan and vocal instructions through VoiceLink™.

EQUIPMENT COMPONENTS**eVolution Gantry with iStation**

The philosophy behind eVolution is to build medical imaging equipment with less energy and more recycled materials leading to a much more environmentally 'green' platform.

iStation

The iStation is a 12-inch LCD screen that uses video and voice prompts to ensure patient compliance during scanning. This is especially useful during pediatric scanning as the iStation displays a video of a small child that tells the patient when to raise their arms, when to hold their breath, and so on. These child-friendly instructions, coming from a child figure helps assure

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compliance. iStation also allows the user to visualize the patient's ECG waveform when acquiring ECG-gated exams.

eEvolution Gantry

The eEvolution gantry is the world's most eco-friendly gantry design, built using 30% less energy than standard, multi-slice CTs.

- Hybrid slip-ring technology conserves unused electricity
- Gantry tilts ± 30 degrees
- Large aperture: 78 cm
- Five scan fields of view
- Wide range of scan times provides greater flexibility for optimal image quality
- eEvolution touch panel - many functions can be controlled in-room for quick setup and improved workflow

Console – Acquire and Display

- Powerful, ergonomic console computer handles display, image feed, filming and transferring multi-planar reconstructions with the same interface used for axial images.
- InstaView - Full matrix real-time image review
- Capable of true simultaneous scanning, retrieving, archiving and filming without interruption using the optional second console. This is a genuine multi-tasking system for multi-slice and volume data sets.
- Powerful reconstruction tower with CPUs and hard drives with RAID 5 controllers.
- Includes user-friendly keyboard, mouse, monitor, CPU cabinet/reconstruction enclosure.

MegaCool™ X-ray Tube

This compact, high-performance tube is designed to minimize tube-cooling delays with heavy patient loads at all scan times. It was built on the proven, anode-grounded, MegaCool tube technology used on every Aquilion multi-slice CT.

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Other features include:

- Dual focal spots
- Anode capacity of 7.5 MHU
- Dissipation rate of 1,386 kHU per minute maximum

Quantum V Detectors and DAS

- Unique Toshiba ceramic, solid-state detector array and DAS
- Ultra-fast DAS to acquire large-volume data
- Solid-state detector array with 0.5 mm detector elements
- Low-contrast resolution of 2 mm at 0.3% with 17.2 mGy (with AIDR 3D)

High-Power Generator

Robust, high-voltage circuits generate 72 kW (500 mA) of power optionally scalable to 72 kW (600 mA). This provides support for the 7.5 MHU x-ray tube and allows helical scans of up to 100 seconds.

Multiple kV Selections: 80, 100, 120 and 135 kV.

NETWORKING

- DICOM 3.0 Conformance Standards
- DICOM 3.0 Modality Worklist Management
- DICOM 3.0 Performed Procedure Step SCU
- DICOM 3.0 Enhanced CT Image Storage and Transfer
- DICOM 3.0 Presentation of Grouped Procedures (PGP) and Study Split
- DICOM 3.0 (Storage SCU)
- DICOM 3.0 Query/Retrieve Service Class Provider (SCP)
- DICOM 3.0 (Print SCU)

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HELICAL SCAN & FUNCTIONALITY**MultiView**

Built into protocol for fast multi-planar reconstruction in batch mode specifically for multi-slice data sets. Coronal, sagittal and axial images are created and displayed for immediate viewing.

3-D Imaging on Console

Provides excellent image quality with surface-shaded renderings and volume-rendered 3-D images. Provides zooming and panning over the 3-D surface and performs distance measurements.

Other features include:

- Easy 3-D
- Bone removal
- Maximum intensity projection (MIP)
- Minimum intensity projection
- Intensity volume rendering

Quantitative Analysis

- Profile display of CT numbers along a selected line in the axial plane
- Distance measurement and display
- CT number display
- Histogram display

eXam Plan Protocols

- 600+ eXam plan protocols that can be adjusted while scanning
- Four preset reconstructions

Archiving

- Can be automated with each eXam plan
- Raw data and image data can be protected to prevent deletion

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Filming

- Auto filming can be set as part of the eXam plan
- Images are displayed in 512x512 or 1024x1024

CUSTOMER CARE SERVICES

Developed with customer input, Toshiba's innovative support programs have resulted in increased customer satisfaction. These include the following:

InTouch Center®

This centralized service facility provides applications and service support for customers 24 hours a day, seven days a week.

InnerVision™ Plus

Remote system diagnostics are available around-the-clock to help identify problems and provide potential solutions before care is interrupted or an engineer can arrive. InnerVision Plus is included at no charge and connected while any CT is under warranty, or any service agreement including Full Service, In-House Support, Partnership and/or VISN Master Service Agreement

Toshiba CT ePROTECT Authentication and Malware Protection Device

eProtect is the quickest, simplest, and most secure protection for Toshiba equipment. eProtect is a specially configured network device designed to isolate Toshiba medical products from hospital network traffic. eProtect will control and limit traffic into and out of Toshiba Products to allow DICOM services like Modality Worklist, Storage to PACS and workstations, Query & Retrieve, etc.

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At the same time, eProtect restricts unnecessary network traffic from reaching the medical device. This unnecessary network traffic could be, but is not limited to viruses, malware, and malicious attacks. Toshiba has found this to be the best form of malware protection for Toshiba imaging equipment. eProtect is provided *free of charge to Toshiba warranty and service agreement customers*. This feature, a \$20,000 value, is included in each Aquilion at no additional charge.

InTouch Agreements

Based on customer needs, InTouch customer agreements can range from an a-la-carte approach to full-security agreements that provide complete system protection.

Technical Assistance

Customer support specialists are available 24/7 to help resolve technical issues in real time. Application support specialists are also available to assist staff with protocol and image-quality issues.

Local Customer Teams

A single call mobilizes a local team of Toshiba customer engineers. With an average of 10 years of Toshiba experience and 105 hours of specialized training, they can resolve almost any performance issue.

Parts Support

A complete inventory of product parts is ready for shipment when and where they are needed, any time of day or night.

Image Maker Express

Image Maker Express is an online marketing resource that helps Toshiba customers build demand for imaging service by growing their referring physician and patient relationships. Image Maker Express includes:

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- Easy-to-use marketing resources and tools developed exclusively for Toshiba customers to bring together effective marketing strategies and tactics.
- A wealth of collaterals and content to create high-quality brochures, print ads and more to help market the Toshiba customer's new imaging capabilities.

Image Maker Express Materials available include:

- Product images and logos
- Clinical images and videos
- PowerPoint presentations and promotional videos
- Brochure samples
- Customizable press releases and media tips
- Marketing strategy tutorials

Offerings may vary per product*APPLICATION TRAINING**

Each system includes three phases of education using a customized approach.

Phase I Training: Two vouchers for a one-week intensive course for core trainers at the Toshiba Institute of Advanced Imaging in Irvine, California, using the most advanced education approach in the industry.

- Two attendance vouchers good for course and travel expenses provided with each system. One technologist must attend prior to system installation. The second voucher is valid for six months following installation.
- Accredited for continuing education by the ASRT Education Foundation.
- Additional vouchers available for purchase.

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Phase II Training: 32 hours (one week) of on-site training at the customer's facility by two applications specialists, one dedicated to technologists and the other to physicians.

- Training for up to four technologists.
- Technologist who attends the Phase I course must attend Phase II.

Phase III Training: 32 hours (one week) of follow-up training

- On-site at client facility
- Approximately 8-10 weeks after Phase II training
- Toshiba recommends follow-up training within 6 months of installation for maximum benefit

Applications support is available by phone on the toll-free ASSIST line.

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COMPONENT SUMMARY:

AQUILION PRIME WITH EXTENDED COUCH**CT SCANNER AQUILION PRIME WITH EXTENDED COUCH**

The Aquilion PRIME extended patient couch provides uncompromised patient positioning while supporting the patient. In an emergency, the couch top can be pulled out manually with very little effort. The couch top can also be lowered to a minimum height of 330 mm (12.99 inches) from the floor, facilitating transfer of the patient from a low bed or stretcher.

COMPONENTS

- 47 cm wide, metal-free couch top
- Horizontal stroke of 2,190 mm and a scanning range of 1,800 mm for tall patients
- Large patient capability (450 lbs.)
- High-precision couch-top positioning is possible from the integrated console or by manual operation from the control panel with clear digital readouts provided on the gantry.

ACCESSORY KIT FOR EXTENDED PATIENT COUCH

Includes each of the following items:

- "The Shield" Table Pad
- Rolled Edge Foot Extension Pad
- Protective Table Cover
- Wide & Medium Security Straps
- Chin Strap
- Forehead Strap with Adult Pad
- Adult Head Rests
- Tilt Wedge
- Knee Wedge
- Coronal Head Positioner
- Pediatric Lift Pad
- Rail, Detachable, 69"

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CT PHANTOM

Measures image quality to ensure compliance to Toshiba standards for:

- High-contrast resolution
- Low-contrast resolution
- Slice thickness
- Noise
- Contrast scale

CHAIR WITH ADJUSTABLE ARMS AND BACK (Qty 2)**CABLE CATEGORY 5E/RJ45 5M****CABLE CATEGORY 5E/RJ45 35M****CONSOLE DESK 65" X 36" X 30"**

Measures 65" x 36" x 30"

SERVICE MODEM CABLE (Qty 2)**FLOOR LEVELING EPOXY KIT****SURECONNECT DICOM CONNECTIVITY PACKAGE**

This package is designed to meet the DICOM needs of most departments.

COT-32D DICOM Modality Worklist Management

Allows the CT system to receive patient demographic data from an HIS/RIS system in conformance with the DICOM 3.0 standard.

COT-33D (MPPS)

In combination with COT-32D (MWM), MPPS provides notification of the start and end of the examination back to an RIS that supports DICOM MPPS (SCP). Exam record and patient information can also be sent to the RIS.

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COT-35D Query/Retrieve (SCU) The Q/R Service Class User (SCU)

Allows a device to initiate a request for patient, study, series and/or image information from the provider device in accordance with the DICOM 3.0 standard.

COT-41D Storage Commitment

Verifies image transfer and storage.

- Allows operator to determine if data is stored correctly at the PACS server, avoiding unintentional image deletion.
- Improves efficiency of image management operations.
- Provides fail-safe method to prevent image data from being deleted unintentionally even in the event of a communication failure (during image transfer or during a storage verification response).

COT-44A PGP Study Split

PGP is an Integrated Health Enterprise (IHE) standard designed specifically with multiple examination orders (Requested Procedures) that can be performed in single CT examination.

- Provides preset and automatic transfer solutions for multiple exams from a single CT exam.
- Facilitates clinical viewing of images and reporting of individual requested procedures.
- Use with PACS systems that are IHE PGP compliant.
- Use the study split option for PACS systems that are not yet IHE PGP compliant to physically split images into multiple examinations.

Note: This option does not include a DICOM gateway for the HIS/RIS system.

DICOM 3 STORAGE SERVICE CLASS PROVIDER (SCP)

- Exchanges DICOM 3.0 compliant image objects on a network
- Allows the system to perform functions requested by a Storage Class User (SCU) device

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DICOM 3 MODALITY WORKLIST MANAGEMENT (MWM) SERVICE CLASS USER (SCU) SYSTEM

Allows the CT system to obtain details of patients and scheduled examinations electronically from the HIS/RIS system, avoiding the potential mistakes of manual entry.

Note: This option does not include a DICOM gateway for the HIS/RIS system.

DICOM 3 PERFORMED PROCEDURE STEP SCU

In combination with COT-32D (MWM), MPPS provides notification of the start and end of the examination back to an RIS that supports DICOM MPPS (SCP). Exam record and patient information can also be sent to the RIS.

DICOM 3 QUERY/RETRIEVE SCP

- Allows a Storage Class User (SCU) to query the SCP device
- Enables user devices to retrieve patient, study, series and/or image information in conformance with the DICOM 3.0 standard

DICOM 3 QUERY/RETRIEVE SCU AQ/MP

Allows a device to initiate a request for patient, study, series and/or image information from the provider device in accordance with the DICOM 3.0 standard.

DICOM 3 STORAGE COMMITMENT SCU SOFTWARE

Verifies image transfer and storage.

- Allows operator to determine if data is stored correctly at the PACS server, avoiding unintentional image deletion.
- Improves efficiency of image management operations.

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- Provides fail-safe method to prevent image data from being deleted unintentionally even in the event of a communication failure (during image transfer or during a storage verification response).

**PRESENTATION OF GROUPED PROCEDURES (PGP) AND EXAM
HARD SPLIT**

PGP is an Integrated Health Enterprise (IHE) standard designed specifically with multiple examination orders (Requested Procedures) that can be performed in a single CT examination.

- Provides preset and automatic transfer solutions for multiple exams from a single CT exam.
- Facilitates clinical viewing of images and reporting of individual requested procedures.
- Use with PACS systems that are IHE PGP compliant.
- Use the study split option for PACS systems that are not yet IHE PGP compliant to physically split images into multiple examinations.

**EPROTECT AUTHENTICATION AND MALWARE PROTECTION
DEVICE****EPROTECT KIT,MINI ROUTER WITH ACCESSORIES****AQ/PDU****TOSHIBA POWER DISTRIBUTION UNIT**

The PDU is engineered to address common power problems found in the hospital environment and to isolate the CT system components to meet IEC 60601-1 Third Edition requirements. This is important to assure optimal reliability and performance of CT systems. Customer is responsible for complying with Toshiba's site specifications for electrical power.

This device provides most of the electrical site preparation requirements of Toshiba CT systems. The PDU contains a low impedance isolation step-down transformer with a shielding plate between primary and secondary.

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Voltage Conversion

Wiring costs are significantly reduced since the PDU accepts a single, 480V delta input, supplying 200V to the generator and the various other parts of the system.

Distribution

The PDU comes prepackaged with the distribution breakers needed for each system feed. Having all system breakers in one location also makes it easier for service personnel to remove power.

Installation

Installation is much faster, more predictable, and less expensive with a factory-assembled and tested system.

CTF-AQ/PRIME.100

SUREFLUORO: CT FLUORO KIT WITH FLAT-PANEL MONITOR

The CT Fluoroscopy option provides the ability for continuous imaging during interventional procedures.

- Single image viewing rate is 8 fps in a 512 matrix.
- All operations are performed by an operator at tableside. The operator is able to control table movement, gantry movement, and X-ray exposure while observing the progress of the procedure.
- The pistol-grip control handle initiates fluoro with an index finger trigger and the table motion is controlled by a thumb switch.
- Reconstructed images are displayed on a high line rate in-room monitor as they are acquired.
- The *last-image hold* feature maintains the latest image while the beam is switched off.

This option can greatly improve CT scanner productivity for biopsies and percutaneous therapy by speeding the procedures and allowing small targets close to critical structures to be accurately and safely approached.

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Patient dose is kept within reasonable levels by using low tube currents. A complimentary biopsy needle holder is provided so the operator can manipulate a needle while X-rays are "ON" without exposing extremities to the primary X-ray beam.

Contents:

- In-room control console and stand
- X-ray on/off footswitch
- CT Fluoro biopsy tool kit
 - Biopsy needle insertion guide holder
 - Syringe clamp
- Aspire CI: CT Fluoro software
- Hardware interfaces and electronics

CT FLUOROSCOPY**LCD MONITOR FOR SUREFLUORO FOR AQUILION PRIME, RXL & VELOCT**

Simultaneously displays the same images as those on the main console to assist in needle placement.

Includes:

- Flat-panel, image-display unit
- Video cables (30 m)
- Manuals
- Resolution controller
- Multiplexer

Prerequisite: CT Fluoroscopy

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NEEDLE HOLDER KIT FOR CT FLUOROSCOPY

- For SureFluoro

Allows users to keep their hands outside the primary X-ray beam while inserting a biopsy needle under CT fluoroscopic guidance.

**FLUOROSCOPY STERILIZATION KIT FOR AQUILION-4 THROUGH
AQUILION ONE**

Fluoroscopy Sterilization Kit for Aquilion 4 -ONE
Includes ten (10) sterile CT hyper handle drapes and ten (10) non-sterile gantry aperture drapes.

CEILINGMT-580.100

CEILING SUSPENSION MOUNT FOR LCD MONITOR

Ceiling mounted suspension system comprised of:

- Mounting plate
- Articulating arm, 165 cm long
- Holder for one flat screen monitor

CEILING MOUNT PLATE FOR FIXED COLUMN

MAVIG EXTENSION/SPRING ARM 75/90 CM

HOLDER FOR ONE FLAT SCREEN MONITOR WITH VESA-ADAPTER

TS2005US

MAVIG 360 COLUMN - FIXED (46 CM)

TOTAL QUOTE PRICE
Applicable Sales Tax Additional

\$420,000.00

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OPTIONS**CGS-57A/1B****DISPLAY CONSOLE KIT FOR AQUILION PRIME**

add \$30,498.00

This ergonomic, second scanning console upgrades the PRIME system to a dual-console system. The scan console (scan system monitor) and the display console (image processing monitor) can be operated independently or in parallel in order to improve workflow and efficiency.

This is a genuine multi-tasking system for multi-slice and volume data sets.

- Includes user-friendly keyboards, mouse, monitors and CPU cabinet
- High line-rate, 21-inch, color monitor displays images in a 512x512 or 1024x1024 matrix using mouse and ergonomic keyboard

CKOS-001A/3B**SURESUBTRACTION FOR AQUILION**

add \$22,000.00

This neurovascular CT digital subtraction angiography (CT DSA) software, with ^{SURE}Subtraction Carotid, improves workflow and enhances diagnostic accuracy through greater image clarity. This fully automated non-rigid registration algorithm digitally subtracts bone from the intra- and extra-cranial vessels including carotid vessels providing superior clinical images in a fraction of the time required for manual subtraction.

Enhanced Diagnostics

- Subtraction volume is completely free of bone, providing unsurpassed subtraction CTA studies of the brain and neck
- ^{SURE}Subtraction Carotid- provides superior visualization of the vertebral arteries internal and external carotids
- Easily achieves arterial and venous segmentation
- In just seconds, creates 3DVR and MIP images with 360° left-to-right and head-over-heels tumble views

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Enhanced Workflow

- Less than 5 minutes to load, process and display images
- Subtracted dataset is still in DICOM format
- Maximize productivity with programmable features
- Streamline patient throughput with a simple 3-step process
- No special head immobilization required

Note: SURE Subtraction Carotid requires V4.74 or later

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ADDENDUM

THIS QUOTATION INCLUDES THE TRADE-IN OF YOUR CURRENT AQUILION 16 CT SCANNER. OFFER IS VALID THROUGH THE EXPIRATION DATE OF THIS QUOTATION. IF THE REMOVAL OF YOUR SYSTEM IS DELAYED DUE TO NO FAULT OF TOSHIBA OR IF THE SYSTEM TO BE TRADED-IN IS DAMAGED OR ITS CONDITION DETERIORATES FROM THE DATE OF THIS QUOTATION THROUGH THE DATE OF REMOVAL, TOSHIBA RESERVES THE RIGHT TO INCREASE THE PRICE OF THE ITEM(S) DESCRIBED IN THIS QUOTATION. CUSTOMER MUST CONVEY FREE AND CLEAR TITLE TO THE EQUIPMENT. IF THERE ARE ANY LIENS OR ENCUMBRANCES ON THE EQUIPMENT, TOSHIBA WILL NOT ACCEPT THE TRADE-IN.

ALL INFORMATION CONTAINED IN THIS QUOTATION IS CONFIDENTIAL AND MAY NOT BE DISCLOSED TO ANY THIRD PARTY WITHOUT TOSHIBA'S PRIOR WRITTEN CONSENT.

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PRODUCT WARRANTY AND SERVICES COVERAGE

SYSTEM WARRANTY TERMS

Toshiba America Medical Systems, Inc. (TAMS) warrants to Customer that the product(s) to be delivered hereunder will be free from defects in material, manufacturing workmanship, and title. Any product or part furnished to Customer during the warranty period (stated in the table below) to correct a warranty failure shall be warranted to the extent of the unexpired term of the warranty applicable to the repaired or replaced product or part.

The warranty period shall commence on the date the Product is delivered to Customer. However, if TAMS installs the product, the warranty period for such product shall commence on the date the installation of the product is complete. Notwithstanding the foregoing, in the event that the installation of the product is delayed for a total of thirty (30) days or more from the date of delivery for any reason or reasons for which TAMS is not responsible, the warranty period for such product may, at TAMS' option, commence on the thirtieth (30th) day from the date such product is delivered to Customer.

WARRANTY EXCLUSIONS

Warranty coverage does not include any defect which results, in whole or in part, from (1) negligent storage or handling of the product by Customer, its employees, agents, or contractors, (2) failure of Customer to prepare the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of TAMS, (3) absence of any product, component, or accessory recommended by TAMS but omitted at Customer's direction, (4) any design, specification or instruction furnished by Customer, its employees, agents, or contractors, (5) any alteration of the product by persons other than TAMS, (6) combining TAMS' product with any product furnished by others, (7) combining incompatible products of TAMS, (8) improper use of the product, improper maintenance of the product by a party other than TAMS, or failure to comply with any applicable instructions or recommendations of TAMS, or (9) acts of God, acts of civil or military authority, fires, floods, strikes or other labor disturbances, war, riot, or other causes beyond the reasonable control of TAMS.

TAMS does not warrant any products not manufactured by Toshiba such as, without limitation, monitors, cameras, computer equipment, etc. Such items will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Toshiba.

Warranty coverage also excludes consumables, including but not limited to cassettes, magazines, imaging screens, disks, cartridges, etc.

GLASSWARE WARRANTY

Glassware, including X-ray tubes and Image Intensifiers, are provided separate warranties. Glassware included with the purchase of a new system is governed by the glassware warranty, described below, not the system warranty.

CT X-ray tubes carry a prorated warranty based on the number of rotations shown below or 12 months, whichever comes first.

Tube Type	Prorated Warranty
CXB-750/D/4A:AQ/RXL,AQ/LB-SERIES, ASSUREPLUS-V, AQ64, AQ16, AQ8	200,000 rotations*
CXB-750/E/2A:AQ/ONE/ ASSURE	150,000 rotations*
CXB-750/F/2A:ONE-320-SERIES-V,ONE-640-SERIES-V, ONE-VISION-SERIES-V	100,000 rotations*
CXB-750G/2A: PRIME-SERIES	200,000 rotations*

*A rotation is any 360-degree or single rotation of the gantry with X-rays on.

The following time-based warranty terms apply to all other glassware:

Tube Type	Time-Based Warranty
Liquid Bearing Tubes (DSRX-TXXXX)	12 months, non-prorated
All Other X-ray tubes	12 months, non-prorated
Image Intensifiers	18 months, non-prorated

GLASSWARE PRORATION CALCULATION:

Credits for glassware that fails during the warranty periods stated above will be calculated as follows:

Tubes with Prorated Rotation Warranty:

$$\text{Credit} = 1 - \frac{\text{Number of Rotations Used}}{\text{Number of Rotations Warranted}}$$

Credit will be applied to the purchase of the replacement X-ray tube or Image Intensifier. Complete glassware coverage during warranty period may be purchased from the local services organization at an additional charge.

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Tubes with Non-Prorated, Time-Based Warranty:

Tubes with a non-prorated warranty will be replaced during the initial warranty period at no charge to the customer. The replacement tube carries the remainder of the original warranty. For example, a tube with a 24-month non-prorated warranty fails at month thirteen (13), the tube is replaced at no charge and carries eleven (11) months of warranty.

REMEDIES

If TAMS determines that any product fails to meet any warranty during the applicable warranty period, TAMS shall correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Customer any defective or nonconforming parts of the product. TAMS shall have the option to furnish either new or remanufactured replacement parts or assemblies. During the warranty period, Toshiba will furnish free of charge any upgrades, including software required to correct any defect in the warranted products or as required under applicable laws.

WARRANTY SERVICE

Warranty service during the applicable warranty period will be performed without charge to Customer during TAMS' normal business hours, Monday through Friday, excluding holidays. Subject to the availability of personnel, after-hours service is available upon request at an additional charge.

The remedies set forth herein are conditional upon Customer promptly notifying TAMS within the applicable warranty period of any defect or nonconformance and making the product available for correction.

DISCLAIMERS AND LIMITATIONS ON LIABILITY

TAMS' obligation to repair or replace defective parts will be Customer's sole and exclusive remedy for a breach of the warranty set forth above. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In no event shall TAMS be liable for special, incidental or consequential damages. Toshiba does not warrant that the operation of the warranted products will be uninterrupted.

WARRANTIES BY PRODUCT LINE

	COMPUTERIZED TOMOGRAPHY	MAGNETIC RESONANCE	PACS SYSTEMS	ULTRASOUND	X-RAY VASCULAR	X-RAY R/F & RAD
SYSTEMS AND MAJOR COMPONENTS	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months
ACCESSORY OPTIONS	6 Months	6 Months	6 Months	6 Months	6 Months	6 Months
REPLACEMENT & OPTIONAL PARTS	90 Days	90 Days	90 Days	90 Days	90 Days	90 Days
UPGRADE COMPONENTS	90 Days	90 Days	N/A	12 Months	6 Months	6 Months
MISC. WARRANTY ITEMS	Detectors: Solid State 12 Months	N/A	N/A	Transducers: 12 Months	N/A	N/A

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TERMS AND CONDITIONS OF SALE

1. **GENERAL TERMS.** Unless otherwise specified on the face of this document, this Quotation/Order ("Agreement") will remain valid only if accepted by Customer no later than 60 days from date of submission to Customer.
2. **TITLE AND RISK OF LOSS.** Title and risk of loss to the Equipment purchased under this Agreement will pass to Customer: (a) if Toshiba is to provide installation, upon Toshiba's completion of installation, or (b) if Toshiba will not provide installation, upon delivery by Toshiba to a common carrier at Toshiba's facility from which the Equipment is shipped.
3. **TERMS OF PAYMENT.** Prices stated are F.O.B. Customer's facility. All taxes which are payable by Toshiba in connection with the sale, use, or possession of the Equipment (excluding income taxes), will be paid by Customer in addition to the quoted price. Terms of payment for, C.T., M.R.I., X-Ray, and the McKesson System will be cash-10% upon execution of this Agreement, 70% upon delivery, balance due upon completion of installation and/or availability for first use, whichever is earlier. Terms of payment for Ultrasound will be cash-10% upon execution of this Agreement, 90% NET upon completion of installation and/or availability for first use, whichever is earlier. All invoices paid after due date will be assessed a late payment charge of the lesser of 1 1/2% per month or the maximum rate permitted by law.
4. **DELAYS.** If Customer changes the scheduled delivery date specified on the face of this document ("Scheduled Delivery Date") during the period of 120 days preceding such date, Customer will nevertheless pay the installment of the purchase price which would have been payable upon delivery, on the Scheduled Delivery Date as if delivery had been made on such date. In addition, Customer will pay all extra costs incurred by Toshiba as a result of such delay, including, without limitation, storage and transportation. Storage fees will be charged at commercially comparable rates for storage on Toshiba's site. If delivery is delayed by 12 months or more from the Scheduled Delivery Date, except through the fault of Toshiba, the price set forth in this Agreement may be increased by Toshiba to a level equal to the prevailing price in effect at the time of the revised delivery date.
5. **ACCEPTANCE BY TOSHIBA.** This Quotation/Order will not be binding on Toshiba even if signed by a Toshiba employee, until Customer's order for the Equipment is booked by Toshiba's Headquarter office.
6. **EQUIPMENT INSTALLATION.** Toshiba will install all Equipment purchased under this Agreement and connect them to existing power and/or plumbing lines at no additional charge to Customer. Customer will be responsible for electrical wiring, plumbing, carpentry, plastering, painting, or all other site preparation required prior to installation and connection of the Equipment by Toshiba. Customer will provide space at the installation site for the safe storage of Toshiba's tools, test equipment and other materials used for installation at no charge to Toshiba. Customer shall, at its cost, obtain all permits and licenses required by governmental authorities in connection with the installation and operation of the Equipment. The Equipment may contain certain components, which may have been re-manufactured. However, such components will meet the manufacturer's specifications for new components as of the date of completion of installation. Customer acknowledges that the System and Software are designed to operate within certain power, temperature, airborne contamination, and humidity ranges. Customer will be responsible for, without limitation: (i) preparing and maintaining the Customer facility in conformance with the Site Preparation Guide; (ii) maintaining its network infrastructure; (iii) providing Toshiba, McKesson or its subcontractors access to a network connection in or near the area of the System being serviced by the equipment service staff; and (iv) supplying computer grade AC power. The Equipment relies upon a stable grounded connection to the main power grid in order to function effectively. Customer acknowledges that AC power supply quality may be a problem in old facilities or in those facilities receiving poor quality utility service and that power conditioning may be necessary in such cases.
7. **EQUIPMENT OPERATION.** Customer agrees that all Equipment purchased under this Agreement will be operated exclusively by duly qualified technicians and/or medical doctors in a safe and reasonable manner in accordance with Toshiba's written instructions, applicable laws and regulations, and for the purposes for which such Equipment was intended.
8. **LIMITED WARRANTY AND REMEDY.** A. For the Toshiba Equipment: For the warranty period described below by product, Toshiba, as its only obligation, will replace or repair, without charge to Customer during Toshiba's normal working hours (if Customer requests warranty service outside such hours, Customer will pay overtime premium for labor), any component of the Equipment that is defective in materials or workmanship, provided such defect is reported to Toshiba within the warranty period. Toshiba's warranty

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period is as follows: (a) Systems and Major Components - one year from date of completion of installation; (b) Accessories/Options (except glassware) - six months from date of completion of installation. Components not manufactured by Toshiba will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Toshiba. During the warranty period, Toshiba will furnish free of charge any upgrades, including software required to correct any defect in the Equipment or as required under applicable laws.

B. For the McKesson System: The McKesson System ("System") will be covered by a 12-month warranty beginning the date of completion of installation of the System (the "Warranty Period"). The warranty covers repair of any defects in materials or workmanship related to the computer equipment ("Equipment") that is included in the System purchased by Customer under this Agreement. The warranty also covers correction of any McKesson software ("Software") that does not conform with its functional specifications. In order to receive services during the Warranty Period, Customer must provide McKesson and Toshiba with remote access through a VPN. During the Warranty Period, Customer is entitled to (a) all Generally Available Software Updates except for Updates that are separately priced and marketed by Toshiba or McKesson, and (b) all Generally Available Software Upgrades, except for Upgrades that are separately priced and marketed by Toshiba or McKesson. "Software Updates" means Software modifications, enhancements, corrections, improvements, and patches to the existing functionality of Customer's licensed version of the McKesson Software (e.g., version 4.1 to 4.3 to 4.5). "Software Upgrades" means new versions and future releases of the McKesson Software (e.g., version 4.x, 5.x, 6.x). Software Updates or Upgrades that provide new features not originally purchased may be separately priced and marketed. Software Updates and Software Upgrades to the McKesson Software will be delivered remotely, on-line. The warranty does not include any non-McKesson Software, the labor and travel expenses associated with on-site installation of a Software, or any hardware addition or modification.

The warranty set forth in this Section will not apply:

- a. if Customer operates the Software on equipment other than Equipment purchased from Toshiba or attaches other equipment to the System not approved by Toshiba;
- b. if a person or entity other than McKesson or its authorized third party suppliers modifies the Software;
- c. as a result of Customer's improper use, abuse, neglect of the Equipment, including failure to maintain environmental conditions within the operating range specified by the Equipment

- d. manufacturer or accident;
- e. as a result of viruses or other corruption caused by external entities; or
- e. for damages resulting from a Force Majeure condition described in Section 13 below.

C. The Following Applies to Both the Toshiba Equipment and the McKesson System: Toshiba does not warrant that the operation of the Equipment of the System will be uninterrupted. All defective parts replaced by Toshiba will become the property of Toshiba. Replacement parts may be re-manufactured. However, such parts will meet the manufacturer's specifications for new components as of the date of completion of installation. TOSHIBA'S OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PARTS OR SOFTWARE WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SET FORTH IN THIS AGREEMENT. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The warranty set forth in this Agreement will not apply to, and Toshiba will not be liable for any defects resulting from misuse, repairs performed by unauthorized third parties, accidents, acts of God, or neglect of anyone other than Toshiba.

9. LIMITATION OF LIABILITY. NEITHER TOSHIBA NOR CUSTOMER WILL UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, EVEN IF EITHER PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT WILL EITHER PARTY'S LIABILITY TO THE OTHER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO TOSHIBA UNDER THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH ABOVE WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY EQUIPMENT DEFECTS, OR TO CLAIMS FOR PATENT INFRINGEMENT.

10. SECURITY INTEREST. Toshiba hereby reserves and Customer grants to Toshiba a security interest pursuant to the Uniform Commercial Code, in and to the Equipment (and all products and proceeds of it) until full payment of the purchase price is received.



Leading Innovation >>>

TOSHIBA AMERICA MEDICAL SYSTEMS, INC.

QUOTATION/ORDER ORDER DETAIL

DATE: 5/1/2014

SID NO: 30007624
QUOTE NO: 47274-7

PRESENTED TO:
FIRSTHEALTH RICHMOND MEMORIAL
HOSPITAL
925 S LONG DR
ROCKINGHAM, NC. 28379

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In the event that Customer finances its acquisition of the Equipment through a lease, conditional sale contract, secured loan agreement or other financing agreement (collectively, "Lease") with Toshiba, then the security interest in the Equipment (and all products and proceeds thereof) shall secure all obligations of Customer due and to become due under the Lease.

11. **REMOVAL OF EQUIPMENT.** Until Toshiba has received full payment of the purchase price, Customer will not remove all or any part of the Equipment from Customer's premises, nor will Customer sell, lease, transfer or otherwise part with the possession of, or permit any lien or encumbrance to be placed on all or any part of the Equipment.

12. **REMEDIES OF TOSHIBA.** If Customer fails to make any payment when due under this Agreement or under any other agreement between Customer and Toshiba, or becomes insolvent or makes an assignment for the benefit of creditors, or if a petition in Bankruptcy is filed by or against Customer, or if the financial responsibility of Customer becomes impaired or unsatisfactory in Toshiba's reasonable judgment, or if Customer otherwise breaches any of the terms and conditions of this Agreement, then Toshiba may, without prior notice or demand, defer shipments, cancel the balance of the order, suspend performance of any obligation (including without limitation, all obligations set forth under Limited Warranty And Remedy above), and/or take immediate possession of the Equipment delivered, until the full purchase price of the Equipment is paid by Customer or, at Toshiba's discretion, until security satisfactory to Toshiba is given by Customer. Any costs incurred by Toshiba as a result of suspending performance or repossession or collection will be payable by Customer. Toshiba may sell repossessed Equipment with proceeds to be applied to unpaid balance and expenses incurred in sale, repossession and collection. Customer will pay any remaining deficiency. Toshiba may exercise any other rights available to it by law.

13. **EXCUSED PERFORMANCES.** Neither party will be liable to the other for non-performance or delay in performance resulting directly or indirectly from any occurrences beyond such party's control, including without limitation, strikes or other labor troubles, acts of God, war, accidents, fires, floods, other catastrophes, inclement weather, transportation, unavailability of materials and labor, delays caused by suppliers, or laws, regulations, or acts of any governmental agency.

14. **SOFTWARE.** All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Toshiba. Such software is being furnished to Customer under a non-exclusive license. Customer will not, or allow others to decompile, modify, copy, reproduce, or transcribe the software nor allow third parties to use the same without Toshiba's prior written consent. Upon Toshiba's request, Customer will execute an End-User Software License Contract, in a form to be mutually agreed between the parties.

15. **CANCELLATION.** Customer may not cancel the order subject to this Agreement except with Toshiba's prior written consent. In the event of such cancellation, Toshiba will be entitled to recover any and all damages suffered by it caused by the cancellation as allowed by law, but in no event less than an amount equal to twenty percent (20%) of the purchase price for a restocking charge.

16. **ASSIGNMENT.** Neither party may assign any of its obligations under this Agreement without the prior written consent of the other party. However, some of the obligations stated in this Agreement, such as the ones relating to installation of the McKesson System and warranty may be performed by Toshiba's contractors or suppliers.

17. **EXPORT REGULATIONS.** This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export by Customer, directly or indirectly, in contravention of such Regulations is prohibited.

18. **ATTORNEY'S FEES AND COSTS.** In the event of any legal proceeding involving any party to this Agreement against the other relating to the subject matter of this Agreement, the prevailing party in such proceeding will be entitled to recover attorney's fees, expert fees, and court costs against the non-prevailing party.

19. **ENTIRE AGREEMENT.** This quotation as well as the attached McKesson Pass Through Terms and Conditions contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to its subject matter, including, without limitation, all different or additional terms and conditions which may be contained in Customer's bid documents, purchase order or any other documents furnished by Customer. The provisions of this Agreement may not be modified unless in writing and executed by both parties.

PROPOSED CAPITAL COSTS

Project name: CT Scanner Replacement

Proponent: FirstHealth Richmond Memorial Hospital

Site Costs		
(1)	Full purchase price of land _____ Acres at \$ _____ per acre	N/A
(2)	Closing costs	N/A
(3)	Site inspection and survey	N/A
(4)	Legal fees/subsoil investigation	N/A
(5)	Site preparation costs	N/A
(6)	Other (Demolition)	N/A
(7)	Sub-Total Site Costs	N/A
Construction Contract		
(8)	Cost of materials	\$30,000
(9)	Other (Specify)	N/A
(10)	Sub-Total Construction Contract	\$30,000
Miscellaneous Project Costs		
(11)	Building purchase	N/A
(12)	Fixed equipment purchase/lease	\$420,000
(13)	Movable equipment purchase/lease	N/A
(14)	Furniture	N/A
(15)	Landscaping	N/A
(16)	Consultant fees	N/A
(17)	Financing costs (e.g. bond, loan, etc.)	N/A
(18)	Interest during construction	N/A
(19)	Other ("Leased" CT Scanner)	\$20,250
(20)	Sub-Total Miscellaneous	\$440,250
(21)	TOTAL CAPITAL COST OF PROJECT	\$470,250

EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	CT	CT
Manufacturer of Equipment	Toshiba	Toshiba
Tesla Rating for MRIs	N/A	N/A
Model Number	Aquilion 16	Aquilion Scalable
Serial Number	A4612201	TBD at purchase
Provider's Method of Identifying Equipment	Research, Quality and Price	Research Quality and Price
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN#	N/A	N/A
Mobile Tractor Serial Number/VIN#	N/A	N/A
Date of Acquisition of Each Component	December 2004	October 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.)	N/A	\$470,250
Total Cost of Equipment	N/A	\$420,000
Fair Market Value of Equipment	\$0	\$420,000
Net Purchase Price of Equipment	N/A	\$420,000
Locations Where Operated	FirstHealth Richmond Memorial	FirstHealth Richmond Memorial
Number Days in Use/To be Used in N.C. Per Year	365	365
Percent of Change in Patient Charges (by Procedure)	N/A	0%
Percent of Change in Per Procedure Operating Expenses (by Procedure)	N/A	0%
Type of Procedures Currently Performed on Existing Equipment	CT scan	N/A