



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH SERVICE REGULATION

ROY COOPER
GOVERNOR

MANDY COHEN, MD, MPH
SECRETARY

MARK PAYNE
DIRECTOR

August 23, 2017

Forrest W. Campbell, Jr.
230 North Elm Street
Greensboro, NC 27401

Exempt from Review – Replacement Equipment

Record #: 2364
Facility Name: Onslow Memorial Hospital
FID #: 923383
Business Name: Onslow Memorial Hospital, Inc.
Business #: 1354
Project Description: Temporarily replace existing cardiac catheterization equipment
County: Onslow

Dear Mr. Campbell:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of August 11, 2017, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(7). Therefore, you may continue to use without a certificate of need the Philips BV Pulsera C-Arm from KenQuest to temporarily replace the Philips Intgris Allura cardiac catheterization system, until the Philips Intgris Allura cardiac catheterization system is permanently replaced. Further, the current Philips Intgris Allura cardiac catheterization system will not resume operations at Onslow Memorial Hospital and will not be used at other sites in the State without first obtaining a certificate of need.

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

Sincerely,


Jane Rhoe-Jones
Project Analyst


Martha J. Frisone, Chief
Healthcare Planning and Certificate of Need

cc: Paige Bennett, Assistant Chief, Healthcare Planning, DHSR

HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION
WWW.NCDHHS.GOV

TELEPHONE 919-855-3873

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



August 11, 2017

2000 RENAISSANCE PLAZA
230 NORTH ELM STREET
GREENSBORO, NC 27401

T 336.373.8850
F 336.378.1001
WWW.BROOKSPIERCE.COM

Via FedEx Delivery

Ms. Martha Frisone, Chief
Ms. Jane Rhoe-Jones, Project Analyst
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
809 Ruggles Drive
Raleigh, NC 27603



Re: Exempt from Review: Replacement Equipment
Facility Name: Onslow Memorial Hospital, Inc.
FID#: 923383
License#: H0048
Project Description: Replace Cardiac Catheterization Equipment
County: Onslow County

Dear Ms. Frisone and Ms. Rhoe-Jones:

We represent Onslow Memorial Hospital, Inc. (“OMH”), which is a general acute care hospital located in Jacksonville, North Carolina. OMH hereby provides the Healthcare Planning and Certificate of Need Section (the “Section”) with notice pursuant to N.C. Gen. Stat. §§ 131E-184 (a)(7) that OMH desires (i) to acquire new cardiac catheterization equipment in replacement of certain of its existing cardiac catheterization equipment and (ii) to use certain emergency temporary equipment until the replacement equipment is installed and operational.

Below, and in the Exhibits to this letter, we provide the relevant information related to the replacement. Based on this information, we request that the Section confirm to us in writing that the proposed acquisition of the replacement equipment and use of emergency temporary equipment is exempt from, or not otherwise subject to, certificate of need review.

DISCUSSION

1. *The Existing Equipment*

A. Existing Allura System.

In 2003, OMH acquired a Philips Intgris Allura cardiac catheterization system, serial number VSVB503ANA (the “Existing Allura”). The acquisition was authorized by the Section’s

letter dated May 27, 2003 attached hereto as Exhibit A. OMH acquired the Existing Allura by purchase, and the Existing Allura was new at the time of the purchase. The Existing Allura has been located on OMH's main campus at 317 Western Boulevard, Jacksonville, North Carolina 28546, in OMH's cardiac catheterization lab department, and used to provide cardiac catheterization services. The Existing Allura was continuously available for service since its installation at OMH, until May 31, 2017, when a malfunction occurred that caused the Existing Allura no longer to be operational.

It is not cost effective to repair the Existing Allura. Consequently, as addressed in Section 2 below, OMH plans to use certain Temporary Equipment—in lieu of the Existing Allura—pending the acquisition and installation of the Replacement Allura (described in Section 3). Because the Existing Allura was not usable or repairable, Philips removed it from OMH at OMH's request.

For additional information about the Existing Allura, *see* Exhibit B (Equipment Comparison No1).

B. Existing Hemodynamic System.

OMH owns a Mennen Medical hemodynamic system that it uses in connection with its cardiac catheterization system (Sun Ultra 25 # 960-500-656; Serial No. 0827TFC02H) (the "Existing Hemo"). The Existing Hemo is located on OMH's main campus at 317 Western Boulevard, Jacksonville, North Carolina 28546, in OMH's cardiac catheterization lab department. OMH acquired the Existing Hemo by purchase in 2003 for \$83,679.80, and the Existing Hemo was new at the time of the purchase. No CON or Section approval was required for the purchase. The Existing Hemo has been continuously in service since its installation at OMH. In connection with the installation of the Replacement Hemo, the Existing Hemo will be taken out of service and sold in accordance with applicable law. For additional information about the Existing Hemo, *see* Exhibit C (Equipment Comparison No.2).

2. *The Temporary Equipment*

On May 31, 2017, the Existing Allura experienced a malfunction that took the equipment out of service. Consequently, OMH made emergency arrangements to temporarily rent a Philips BV Pulsera C-Arm from Ken Quest for 6 months at a rental rate of \$2,500 per month (which totals \$15,000 for the 6 month period) (the "Temporary Equipment"). *See* Exhibit D (Temporary Rental). OMH placed the Temporary Equipment in service on July 10, 2017 in order to ensure continuity of patient care and the proper operation of the hospital. OMH plans to use the Temporary Equipment until the Replacement Allura (discussed below) is installed and operational, at which time OMH will cease all use of the Temporary Equipment and will return it to Ken Quest. OMH anticipates that the installation and operation of the Replacement Allura may take approximately six (6) months to achieve, in part, because of construction required for the installation (as discussed below). If it takes more than 6 months to achieve the installation, OMH will continue to rent the Temporary Equipment on a month-to-month basis but only until the

installation is complete. OMH's only costs for the Temporary Equipment will be the rental amounts, plus \$2,178 for shipping and \$1,200 for installation of the Temporary Equipment, which amounts total \$18,378 (assuming a six-month rental period). OMH will not incur any additional costs for the removal and return of the Temporary Equipment. For additional information about the Temporary Equipment, see Exhibit B (Equipment Comparison No1).

3. *The Replacement Equipment*

A. The Replacement Allura

The replacement cardiac catheterization equipment is a Philips 100243 Allura FD20 (the "Replacement Allura"). See Exhibit E (Philips Allura quote). OMH will acquire the Replacement Allura by purchase, and the Replacement Allura will be new at the time of the purchase. The replacement Allura will be located on OMH's main campus in the same space that was occupied by the Existing Allura. However, certain construction will be required for the space to accommodate this new equipment. The Replacement Allura will be functionally similar to, and used for the same treatment purposes as, the Existing Allura and Temporary Equipment. The Replacement Allura will have the same basic technology as the Existing Allura and Temporary Equipment and will be used to provide cardiac catheterization services. Further details about the Replacement Allura are contained in Exhibit E (Philips Allura quote).

The acquisition of the Replacement Allura will not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the Replacement Allura is acquired. For additional information comparing the Existing Allura, Temporary Equipment, and Replacement Allura, please see Exhibit B (Equipment Comparison No1).

The purchase price for the Replacement Allura is \$758,282.90,¹ and the cost of the construction and other related items for the Replacement Allura (including rental of the Temporary Equipment for six months) is 499,394.80—which results in total costs of \$1,257,677.70. Total project costs are discussed in Section 3.C below.

B. The Replacement Hemodynamic System

The replacement hemodynamic equipment is a Philips 1100751 Xper Flex Cardio (the "Replacement Hemo"). See Exhibit F (Philips Hemo quote). OMH will acquire the Replacement Hemo by purchase, and the Replacement Hemo will be new at the time of the purchase. The Replacement Hemo will be located on OMH's main campus in the same space that was occupied by the Existing Hemo. No construction is required for this equipment. The Replacement Hemo will be functionally similar to, and used for the same treatment purposes as, the Existing Hemo. The Replacement Hemo will have the same basic technology as the Existing Hemo and will be

¹ \$758,282.90 = \$750,005.60 reflected on quote page 2 + \$8,277.30 reflected on quote page 27.

used in connection with cardiac catheterization services. Further details about the Replacement Hemo are contained in Exhibit F (Philips Hemo quote).

The acquisition of the Replacement Hemo will not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the Replacement Hemo is acquired. For additional information comparing the Existing Hemo and Replacement Hemo, please see Exhibit C (Equipment Comparison No.2).

In connection with the Replacement Hemo, OMH will also purchase from CDW•G the servers and related computer equipment and items reflected on Exhibit G (CDW•G Quote) (the “Hemo Servers”).

The purchase price for the Replacement Hemo is \$175,648.00 and the purchase price for the Hemo Servers is \$39,800.00²—which results in total costs of \$215,448.00. No construction costs will be incurred in connection with these items. Total project costs are discussed in Section 3.C below.

C. Total Project Costs

The total cost of all of the replacement equipment addressed in this letter is less than \$2 million, including the cost of all activities essential to acquiring and making operational the equipment. Specifically, the costs are as follows:

<u>ITEM</u>	<u>COST</u>
Replacement Allura (See Exhibit E (Philips Allura Quote) & Exhibit H (Capital Costs, a component of line 13 costs))	\$758,282.90
Construction & Other Costs for the Replacement Allura (See Exhibit H (Capital Costs lines 11, 14 & 17) & Exhibit D (Temporary Rental))	\$499,394.80
Subtotal for Allura Costs:	<u>\$1,257,677.70</u>
Replacement Hemo & Hemo Servers (See Exhibit F (Philips Hemo Quote), Exhibit G (CDW•G Quote), and Exhibit H (Capital Costs, a component of line 13 costs)).	\$215,448.00
Subtotal for Hemo Costs:	<u>\$215,448.00</u>
TOTAL COSTS	\$1,473,125.70

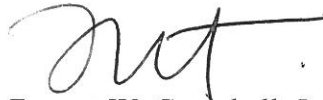
²OMH is not subject to sales tax. \$39,800 = \$38,058.02 on quote page “2 of 2” + \$1,741.98 on quote page “1 of 1.”

Because OMH is exempt from sales tax, no sales tax will be added to the purchase price or to any other item of cost related to the acquisition of the equipment and items.

CONCLUSION

Based on the information in this letter and the attached Exhibits, we look forward to receiving confirmation from you that OMH's proposed replacement of its Existing Allur and Existing Hemo, including its use of the Temporary Equipment, all as specified in this letter, is exempt from certificate of need review pursuant to G.S. 131E-184(a)(7) and not otherwise subject to certificate of need review. If you have any questions or need additional information, please let us know.³

Sincerely,



Forrest W. Campbell, Jr.

Enclosures

LIST OF EXHIBITS:

- Exhibit A: Section's Exemption Letter dated May 27, 2003
- Exhibit B: Equipment Comparison No. 1
- Exhibit C: Equipment Comparison No. 2
- Exhibit D: Temporary Rental
- Exhibit E: Philips Allura Quote
- Exhibit F: Philips Hemo Quote
- Exhibit G: CDW•G Quote for Hemo Servers
- Exhibit H: Capital Cost Chart

³ In the alternative, if the total costs for the project were to exceed \$2 million, the project would be exempt under N.C. Gen. Stat. § 131E-184(f).



North Carolina Department of Health and Human Services
Division of Facility Services
Certificate of Need Section
2704 Mail Service Center ■ Raleigh, North Carolina 27699-2704

Michael F. Easley, Governor
Carmen Hooker Odom, Secretary

<http://facility-services.state.nc.us>

Lee Hoffman, Section Chief
Phone: 919-855-3873
Fax: 919-733-8139

May 27, 2003

Daniel Waller, Senior VP Resources
Onslow Memorial Hospital
PO Box 1358
Jacksonville NC 28541

RE: Exempt from Review/ Onslow Memorial Hospital / Replace one unit of Cardiac Catheterization Equipment/ Onslow County
FID #923383

Dear Mr. Waller:

In response to your letter of &, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the Integris Allura VSVB503ANA to replace the existing Siemens Angiostar 6134584-G130E C-Arm and 9359142G127E0. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Section with the serial number of the new equipment to update the inventory, if not already provided.

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

Sincerely,

Handwritten signature of Louise C. Beville in cursive.

Louise C. Beville, Project Analyst
Certificate of Need Section

Handwritten signature of Lee B. Hoffman in cursive.
Lee B. Hoffman, Chief
Certificate of Need Section

cc: Medical Facilities Planning Section, DFS



EXHIBIT "B"

EQUIPMENT COMPARISON NO. 1

	EXISTING EQUIPMENT	TEMPORARY EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	Philips Intgris Allura	Philips BV Pulsera C-Arm	Philips 100243 Allura FD20
Manufacturer of Equipment	Philips	Philips	Philips
Tesla Rating for MRIs	NA	NA	NA
Model Number	Philips Intgris Allura	Philips BV Pulsera C-Arm	Philips 100243 Allura FD20
Serial Number	VSVB503ANA	01J0FH718	TBD
Provider's Method of Identifying Equipment	Serial Number	Serial Number	Serial Number
Specify if Mobile or Fixed	Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	NA	NA	NA
Date of Acquisition of Each Component	2003	July 2017	NA
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	N/A	Will hold title
Specify if Equipment Was/Is New or Used When Acquired	New	Used	New
Total Capital Cost of Project (including Construction, etc.) <Use Attached Form>	1,165,974.32	\$18,378 (rent, shipping, installation)	1,257,677.70
Total Cost of Equipment	1,032,230.32	\$18,378 (rent, shipping, installation)	\$758,282.90
Fair Market Value of Equipment		N/A	\$758,282.90
Net Purchase Price of Equipment		N/A	\$758,282.90
Locations Where Operated	Onslow Memorial Hospital	Onslow Memorial Hospital	Onslow Memorial Hospital
Number Days in Use/To be Used in N.C. Per Year	365	6 Months	365
Percent of Change in Patient Charges (by Procedure)	NA	0	0
Percent of Change in Per Procedure Operating Expenses (by Procedure)	NA	0	0
Type of Procedures Currently Performed on Existing Equipment	Cardiac Cath		NA
Type of Procedures New Equipment is Capable of Performing	NA	Cardiac Cath	Cardiac Cath

EXHIBIT "C"

EQUIPMENT COMPARISON NO. 2

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	Mennen Medical hemodynamic system	Philips 1100751 Xper Flex Cardio
Manufacturer of Equipment	Mennen Medical	Philips
Tesla Rating for MRIs	NA	NA
Model Number	Sun Ultra 25 # 960-500-656	Philips 1100751 Xper Flex Cardio
Serial Number	0827TFC02H	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
Date of Acquisition of Each Component	2003	NA
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Will hold title
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (including Construction, etc.) <Use Attached Form>	\$83,679.80	\$215,448.00
Total Cost of Equipment	\$83,679.80	\$215,448.00
Fair Market Value of Equipment		\$215,448.00
Net Purchase Price of Equipment		\$215,448.00
Locations Where Operated	Onslow Memorial Hospital	Onslow Memorial Hospital
Number Days in Use/To be Used in N.C. Per Year	365	365
Percent of Change in Patient Charges (by Procedure)	NA	0
Percent of Change in Per Procedure Operating Expenses (by Procedure)	NA	0
Type of Procedures Currently Performed on Existing Equipment	Cardiac Cath	NA
Type of Procedures New Equipment is Capable of Performing	NA	Cardiac Cath



Onslow Memorial Hospital
Andria Davis, MBA, CMRP, PMP
Director, Materials Management
Onslow Memorial Hospital
Office: 910-577-2255
Cell: 910-545-5465
Andria.davis@onslow.org

EQUIPMENT RENTAL AGREEMENT

THIS EQUIPMENT RENTAL AGREEMENT (the "Agreement") is entered into effective June 1, 2017, between KenQuest Medical Equipment, Inc. ("KenQuest" and Onslow Memorial Hospital (" " or "Renter") (collectively, the "Parties").

TERMS AND CONDITIONS

The Parties agree as follows:

- 1. RENTAL.** Kenquest will rent to Renter the equipment described in Schedule A (the "Equipment"), subject to the terms in this Agreement. The Equipment shall at all times remain property of KenQuest
- 2. TERM AND TERMINATION.** The term of this Agreement shall be 6 months commencing on July 1st, 2017 and terminating January 1st, 2018 (the "Agreement Term"). Upon the end of the Agreement Term, the Agreement will automatically renew on an indefinite month-to-month basis with all terms of the Agreement remaining unchanged. Renter must provide KenQuest 30 days written notice to terminate the rental. If renter attempts to terminate prior to the end of the term, Renter will be responsible for the sum of the payments of the rental, regardless of whether or not renter retains physical possession of the equipment. Return shipping charges on rental terms of less than six months shall be the responsibility of the Renter.
- 3. SECURITY DEPOSIT.** Renter will be responsible for providing a security deposit to KenQuest, prior to the Agreement Term, in the amount of \$0. This security deposit will be

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used to cover any damage and/or destruction of the Equipment. The security deposit is fully refundable at the end of the Agreement Term.

4. **SHIPPING AND FREIGHT.** Renter will be responsible for all shipping, freight, and handling costs in the amount of \$2,178 __, which are in addition to the Equipment Rent. In the event that the Renter arranges their own freight, Renter agrees that all risk of loss of the Equipment shall be on Renter after shipment of the Equipment to Renter by KenQuest thereof, F.O.B. KenQuest's point of shipment.

5. **RENT.**

(a) Renter shall pay to KenQuest a monthly rental fee of \$ 2,500 __, during the Agreement Term, payable on the first day of each calendar month. This rental fee shall remain in place in the event of any renewal of the Agreement under Section 2.

(b) All rent shall be paid to KenQuest at its place of business at 6340 S. Sandhill Road, Suite 8, Las Vegas, NV 89120, or such other place as KenQuest may from time to time designate by written notice. All rent is unconditional and shall be paid without demand and without deduction or set-off of any amount.

6. **OPTION TO PURCHASE.** If Renter is current on all payments under this Agreement, Renter shall have the option to purchase the Equipment for the stated purchase price. Renter may exercise this purchase option in a written notice to KenQuest thirty (30) days prior to the expiration of the Agreement Term. If the Equipment is purchased within the first year of the Agreement Term, Renter may apply 0% of all monthly rental fees paid under this Agreement towards the listed purchase price for the Equipment. Billing for the monthly rental will not stop until 100% of the buyout amount is received by KenQuest.

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7. **SERVICE WARRANTY.** The Equipment listed in Schedule A will be delivered to Renter in good working condition. If equipment arrives and is NOT in good working condition due to unforeseen shipping damage or user mishandling, KenQuest reserves the right to fix or replace it at KenQuest's discretion. Throughout the Agreement Term, all necessary repairs to the Equipment through its normal use and operation will be the responsibility of KenQuest. KenQuest will provide all replacement parts and perform all needed repairs throughout the Agreement Term through a KenQuest service technician, or a third-party contracted service technician of KenQuest's choosing. Any unauthorized repairs of the Equipment will void this Service Warranty, and will remain the responsibility of Renter, unless KenQuest gives prior written consent for the repair. KenQuest will not be responsible for any negligence, carelessness, or misuse of the Equipment.

8. **DISCLAIMER.** KenQuest is not the manufacturer of the Equipment, and therefore, KenQuest makes no warranty as to the original design, suitability, workmanship, merchantability, materials, or fitness of the Equipment for a particular purpose. Although KenQuest fully stands behind its Service Warranty terms, Renter agrees that any claim relating to the design, merchantability, or original function of the Equipment itself should be made on the manufacturer of the equipment, and not on KenQuest.

9. **MAINTENANCE; COMPLIANCE WITH LAWS.** Renter agrees

- (a) to pay all charges and expenses in connection with the operation of the Equipment;
- (b) to comply with all governmental laws and regulations with respect to the use, maintenance and operation of the Equipment; and
- (c) to maintain the Equipment in good condition and repair, reasonable wear and tear excepted.

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10. **INSURANCE.** Renter agrees to maintain public liability, comprehensive, fire, and property damage insurance for the full replacement value of the Equipment at its own expense, listing KenQuest as a beneficiary and/or additional insured. At KenQuest's request, Renter shall cause any insurer issuing the insurance required hereunder to furnish to KenQuest a certificate evidencing the required coverage within five (5) days after the date of KenQuest's request. The policy shall provide that the insurer shall not cancel or materially modify the insurance except on thirty (30) days' prior written notice to KenQuest. If Renter fails to procure, maintain or renew the insurance required hereunder, KenQuest may, but is not obligated to, obtain insurance for Renter and for the account of Renter without prejudice to any other rights that KenQuest may have hereunder or at law or in equity.

11. **TAXES.** Renter agrees that it will promptly pay all taxes, assessments, or other charges relating to the Equipment during the Agreement Term.

12. **KENQUEST'S TITLE.** Title to the Equipment shall at all times remain in KenQuest, and Renter will at all times protect and defend KenQuest from any claims, liens, or creditors' attempts to secure title to the Equipment. Renter agrees to keep the Equipment free and clear from all such claims, liens and processes. Upon the termination of this Agreement, Renter shall return the Equipment unencumbered to KenQuest. KenQuest shall have the right from time to time during reasonable business hours to enter upon Renter's premises or elsewhere for the purpose of confirming the existence, condition and the proper maintenance of the Equipment.

13. **DEFAULT.** An event of default ("Event of Default") shall occur if:

(a) Renter fails to pay rent or any other amount payable to KenQuest unremedied for a period of ten (10) days;

(b) Renter fails to perform or observe any term of this Agreement unremedied for fifteen (15) days after written notice to Renter by KenQuest;

(c) Renter ceases doing business, makes an assignment for the benefit of creditors, files for bankruptcy, becomes insolvent, or takes action looking to dissolution or liquidation;

(d) Renter attempts to remove, sell, transfer, encumber, part with possession of or sublet the Equipment, or;

(e) The Equipment is levied upon, seized or attached

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14. **REMEDIES.**

(a) Upon the occurrence of an Event of Default, KenQuest shall have all of the rights and remedies provided by applicable law and by this Agreement. Without limiting the foregoing, KenQuest, at its option, may upon the occurrence of an Event of Default:

- (i) Terminate this Agreement, effective immediately;
- (ii) Declare all unpaid rent and other sums due hereunder immediately due and payable;
- (iii) Proceed by appropriate court action or actions or other proceedings either at law or in equity to enforce performance by Renter of any and all covenants of this Agreement and to recover damages for the breach thereof;
- (iv) Demand that Renter deliver the Equipment, at Renter's expense, to KenQuest, at such place as KenQuest may designate; and
- (v) Without notice or liability or legal process, enter by itself and/or by its agents into any premises of or under the control of Renter or any agent of Renter where the Equipment may be, or by KenQuest is reasonably believed to be, and repossess the Equipment, disconnecting and separating the Equipment from any other property and using all force necessary to do so. Renter hereby expressly waives all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by any such repossession.

(b) Notwithstanding recovery of the Equipment by KenQuest, KenQuest shall also be entitled to recover immediately as liquidated damages for loss of the bargain, and not as a penalty, any unpaid rent that accrued on or before the occurrence of the Event of Default plus the present value (based on an annual discount rate of six percent (6%)), as of the date of the occurrence of such Event of Default, of the aggregate rent which would have become due during the unexpired term of this Agreement, plus any incidental damages, less expenses saved in consequence of Renter's default.

(c) Notwithstanding that this Agreement is a rental contract and title to the Equipment is at all times in KenQuest, KenQuest may nevertheless at its option choose rights and remedies of a secured party under the Uniform Commercial Code of the State of Nevada (NRS 104). No remedy of KenQuest hereunder shall be exclusive of any other remedy herein or provided by law or in equity, and each remedy shall be cumulative and in addition to every other remedy.

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15. **CONFIDENTIALITY.** Renter agrees that the terms of this Agreement are strictly confidential and that it will not discuss the pricing or terms of this Agreement with any outside party, except to the extent necessary for Renter's own internal accounting and/or legal matters.

16. **ATTORNEYS' FEES.** In the event of any legal dispute under this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees and all other costs and expenses incurred resolving the dispute..

17. **INDEMNITY.** Renter agrees that KenQuest shall not be liable for any loss, damage, expense, causes of action, suits, claims or judgments rising from or caused directly or indirectly by:

- (a) Renter's failure to promptly perform any of its obligations under this Agreement;
- (b) Injury to person or property resulting from or based upon the actual or alleged use, operation, delivery or transportation of the Equipment or condition of the Equipment; or
- (c) Inadequacy of the Equipment for any purpose, or any delay, interruption, loss of business, or loss of service.
- (d) Renter shall, at its own expense, defend any lawsuits which may be brought against KenQuest for these types of claims.

18. **ASSIGNMENT.** This Agreement and all rights of KenQuest may be assigned by KenQuest without Renter's consent. Without the prior written consent of KenQuest, Renter shall not assign its rights or interests under this Agreement with respect to the Equipment.

19. **LATE CHARGES.** Any nonpayment of rent or other amounts payable under this Agreement shall result in Renter's obligation to promptly pay to KenQuest as additional rent a late charge equal to five percent (5 %) of the overdue payment.

20. **GOVERNING LAW.** This Agreement shall be governed in accordance with the laws of the State of Nevada. Any action or proceeding arising out of this Agreement, including, without limitation, any claim of breach of contract, shall be filed in either state or federal court within the State of Nevada.

21. **SEVERABILITY.** If any provision in this Agreement is not fully enforceable, the remaining provisions of the Agreement shall be given full force and effect.

22. **COUNTERPARTS.** This Agreement may be executed in counterparts.

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23. **ENTIRE AGREEMENT, MODIFICATIONS.** This Agreement constitutes the entire agreement of KenQuest and Renter with respect to the Equipment. Any agreements to modify this Agreement must be executed by KenQuest and Renter in writing.

IN WITNESS WHEREOF, the parties agree to all terms in this Agreement and execute the Agreement as of the date first set forth above. Once signed, this agreement is non-cancellable and non-transferrable.

24.

KENQUEST: KenQuest Medical Equipment, Inc.

By:

Title:

Date:

RENTER:

ONSLow MEMORIAL HOSPITAL

By:

Andrea Da

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AD



Title: DIRECTOR, MATERIALS MANAGEMENT
Date: 6/2/2017

SCHEDULE A

Description of Equipment

1 Philips BV Pulsera C-Arm

- Standard C
- Dual Hi Resolution Monitors
- Digital CCD Camera
- Rotating anode power to penetrate larger patients
- Top quality 3D imaging
- 9" or 12" image intensifier
- Unmatched maneuverability
- Mediacapture or Sony Paper Printer
- Full Electrical System Inspection
- Fully Adjusted To Philips' Factory Specs
- New Paint and Cosmetics

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Handwritten initials in black ink, appearing to be "AM", written over a horizontal line.



1 Phillips Pulsera purchase price: \$42,000

Shipping cost: \$2,178

Optional Installation and set up cost: \$1,200

Monthly Rental Cost: \$2,000

Streamline 1 surgical table purchase price: \$6,500

Monthly rental cost: \$500

Total rental cost: \$2,500

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EXHIBIT "E"

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



Quotation #: 1-1EOQLT1	Rev: 8	Effective From: 05-Apr-17	To: 04-Jun-17
Presented To: ONSLow MEMORIAL HOSPITAL 317 WESTERN BLVD JACKSONVILLE, NC 28546-6379 Tel: Alternate Address:	Presented By: Bethann Griffith-Subik <i>Account Manager</i> Amy Morrow <i>Regional Manager</i>	Tel: (919) 677-9046 Fax: (919) 677-9047 Tel: (828) 553-3118 Fax:	
Date Printed: 05-Apr-17			
Submit Orders To: 22100 BOTHELL EVERETT HWY BOTHELL WA 98021 Tel: (888) 564-8643 Fax: (425) 458-0390			

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Quote Solution Summary

Line #	Product	Qty	Price
	100243 Allura FD20	1	\$750,005.60
Equipment Total:			\$750,005.60

Solution Summary Detail

Product	Qty	Each	Monthly	Price
100243 Allura FD20	1	\$750,005.60		\$750,005.60
SVC0150 Primary			\$6,606.25	

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

Buying Group: MEDASSETS SUPPLY CHAIN SYSTEMS INC. **Contract #:** MS03221

Add'l Terms: Product Terms and Conditions of Sale (T&C) not printed with this solution. Refer to Contract # noted above for applicable T&C details. If Service Agreement is quoted its T&C of Sale are printed

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

Quote Summary

100243 Allura FD20

Qty	Product
1	NNAE423 Clarity FD20 Ceiling Catalyst
1	NNAE225 Mixed Lab Package.
1	NNAE853 FlexVision_XL 8 Input Package
1	NNAE159 30Fr/sec Extension
1	FCV0608 Addl 21" Color Monitor for ER
1	NCVB629 FlexVision XL,XperHD,Snapshot
1	NCVC430 Catalyst extension pack for II
1	NCVB591 2ND REF for FlexVision XL
1	NCVA014 Maximus Rotalix Ceramic Grid Switch T A MRC200-GS
1	NCVB879 Aut Pos Contr Xper sys & table
1	NCVA258 CO2 View Trace Software
1	NCVA672 FD SmartMask
1	NCVA097 Cath Arm Support
1	NCVA098 Pulse Cath Arm Support
1	NCVA101 Peripheral X-ray Filter
1	NCVA783 Pivot for table base.
1	FCV4894 Add.op-rail with cable ext.kit
2	FCV0017 CABLE CARRIER CS
1	989600068672 Clip rail 390 cm G-Stand
1	980406041009 Rad Shield w/ Arm (Contoured) 61X76
1	989801220012 Cable Spooler
1	989801220064 Medrad Xper Cable Rack Mnt
1	989801220273 Ceiling Track w/Column & Handle Ext
1	989801220279 LED Single Color Exam Lamp
2	989801256034 iXR Full Travel Package OffSite
1	SP003 Installation Labor
1	SP059B Universal Power Supply

Options

Qty	Product
1	NCVC199 Wireless footswitch: mono-plane version

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System Type: New
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a System 12 Months Warranty. All other part numbers are third (3rd) party items.
Special Notations: Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.
Additional Terms: Product Terms and Conditions of Sale (T&C) not printed with this solution. Refer to Contract # noted above for applicable T&C details. If Service Agreement is quoted its T&C of Sale are printed

Line #	Part #	Description	Qty	Each	Price
1	**NNAE423	Clarity FD20 Ceiling Catalyst	1	\$532,093.20	\$532,093.20

The iXR Philips Catalyst Conversion Program is a practical and cost effective way to transform your current system into the AlluraClarity FD20 C

The AlluraClarity FD20 (Ceiling) single-plane cardiovascular system comprises a ceiling mounted C-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 FD20 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 FD20 Stand

The Allura stand consists of a ceiling-mounted C-arm. The stand has the following capability:

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- The L-arm can be rotated and can be moved in longitudinal direction allowing a three-sided patient approach and total body coverage.
- L-arm rotation around the patient table: +90, 0, -90 degrees.
- L-arm longitudinal movement: 300 cm
- This movement features auto-stops at the parking position, cardio/neuro position and lower peripheral position.

The Allura stand allows a very wide range of projections, including PA and AP imaging.

- In the head position (0 degrees position, L-arm parallel to patient table):
 - C-arm rotation range (degrees): 120 LAO to 185 RAO
 - C-arm angulation range (degrees): 90 CA to 90 CR
 - (Full angulation capability determined by patient position)
- In the side position (+90 / -90 degrees position, L-arm perpendicular to patient table):
 - C-arm rotation range (degrees): 90 LAO to 90 RAO
 - C-arm angulation range (degrees): 185 CA to 120 CR or 120 CA to 185 CR
 - (Full angulation capability determined by patient position)
- The stand provides fully motorized fast movements with variable and configurable maximum speed.
 - Variable C-arm rotation speed, up to 25 degrees per second
 - Variable C-arm angulation speed, up to 18 degrees per second
- L-arm rotation and longitudinal movement: motorized and manual
- C-arm depth is 90 cm
- The FD20 Dynamic Flat Detector features Xper Access which allows the flat detector to be positioned in either portrait or landscape imaging modes in 3 seconds.
- The variable source image distance between focus and Dynamic Flat Detector input screen is motorized from 86.5 to 123 cm.
- The stand features BodyGuard a capacitive sensing collision avoidance system for patient protection.

Patient support

The Xper Table

Patient support with flat carbon fiber tabletop

- Table top length of 319 cm, width 50 cm
- Metal-free overhang 125 cm
- Floating table-top movement of 120 cm longitudinal and 35 cm transversal range.
- 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 set

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Line #	Part #	Description	Qty	Each	Price
		<ul style="list-style-type: none"> • One cerebral filter • Three rail accessory clamps • One IV stand • One slow recovery foam mattress • One Set of Arm Supports (FCV0248) • One Set of Patient Straps (FCV0250) • One Head Support (FCV0251) • One Arm Support (FCV0258) • One Table-mounted Radiation Shield • One anti-fatigue mat with Philips logo 			

X-ray Generation

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

The Certeray generator comprises:

- X-ray generator: 100 kW
- Voltage range: 40 - 125 kV
- Program selection:
 - Pulsed X-ray up to 3.75 , 7.5 , 15 , 30, frames/s for digital dynamic exposures
 - Pulsed X-ray for pulsed fluoroscopy (3.75, 7.5, 15, 25, 30 frames/s).
 - Minimum exposure time of 1ms.
 - ECG triggered acquisition: allows acquiring one exposure for each QRS peak with selectable delay time
 - Automatic kV and mA control for optimal image quality prior to run to save dose
 - Optimal X-ray tube load incorporated in the Certeray generator
- An 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
 - Each mode can be set to different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, and adaptive harmonization).
- Roadmap Pro
 - Roadmap Pro can be selected from the Xper imaging module and/or Xper module.
 - A vessel map is created and superimposed with (un)subtracted live fluoroscopy. Acquisition runs can be done during Roadmap without losing the vessel map. Roadmap

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Line #	Part #	Description	Qty	Each	Price
		<p>Pro features Smart Settings in special clinical modes that are optimized to visualize special materials such as coils and glue. Live processing of the vessel map, the device map and the landmark map can be done on the Xper Module. Xres for vascular procedures is standard part of Roadmap Pro.</p> <ul style="list-style-type: none"> • Disclaimer: AMC only corrects movement artifacts in two dimensions. Three dimensional movements such as swallowing or rotation of the head cannot be corrected. • In Roadmap Pro R2 "Automatic Motion Compensation" (AMC) is added to the roadmap functionality. During roadmap, small movements of the patient can lead to subtraction artifacts. These artifacts might conceal important clinical information. "Automatic Motion Compensation" compensates for rigid, uniform (skeletal/table) translations and is therefore very effective in interventional (neurology) applications where subtraction imaging is applied. <ul style="list-style-type: none"> • Disclaimer: AMC only corrects movement artifacts in 2 dimensions. 3 dimensional movements like swallowing or rotation of the head cannot be corrected. • Xper Fluoro Storage, a grab function allows storage and archiving of both a fluoro image and the last 20 seconds of Fluoroscopy, called Xper Fluoro Storage. These fluoro images or fluoro runs can be archived as a regular exposure run. 			

X-ray tube

The AlluraClarity FD20 has the Maximus ROTALIX Ceramic grid switch tube assembly MRC 200 GS 0407 integrated in the C-arc. This MRC tube has an anode heat storage capacity of 2.4 MHU and 0.4/0.7 mm. nominal focal spot values. The tube has a maximal loading of 30 and 67 kW.

Dynamic pulsed fluoroscopy uses grid switching technology to eliminate soft radiation and improve image quality. SpectraBeam allows for filtration of the x-ray beam with (a combination of) 0.2, 0.5 or 1 mm CU-equivalent filters.

Tube housing ROT-GS 1004 is for oil-cooling and has a build-in thermal safety switch. A rotor control unit is build-in for continuous rotation of the anode disk. The heat exchanger CU 3101 is for direct and continuous forced cooling with oil.

IMAGE DETECTION

The AlluraClarity FD20 comprises the following image detection chain:

- A 30 cm by 40 cm FD20 Dynamic Flat Detector with eight imaging modes.
 - 30 x 38, 30 x 30, 26 x 26, 22 x 22, 19 x 19, 16 x 16, 13.5 x 13.5, and 11 x 11 cm
- The digital output of the FD20 flat detector is 2k*2.5k image matrix at 16 bits depth for the largest mode
- The flat detector subsystem features Xper Access, the detector can be rotated over 90 degrees, it moves from portrait to landscape back & forth
- DQE (Detective Quantum Efficiency) >77 %
- The pixel pitch: 154 x 154 microns

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Line #	Part #	Description	Qty	Each	Price
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Viewing

The AlluraClarity FD20 comprises the following components in order to display the clinical images in the control and examination room:

Displays

Examination Room

Two 19-inch monochrome LCD monitors designed for medical applications. The first display is used for viewing live images. The second display is the reference monitor.

- 19-inch monochrome TFT-LCD display with a 160 degree viewing angle.
- 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 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.

- Of the two medical monochrome LCD monitors included in the MCS, one is used for viewing of live images and the other serves as the first reference display. Reference images or runs are controlled by infra-red remote-control Xper ViewPad.
- The On-Screen Display provides status information on stand rotation, angulation, display of system messages, X-ray tube load status, selected fluoroscopy mode, selected detector Field of View, and both the rate and accumulation of the dose area product and skin dose. For cardiac applications, the system also monitors and displays body zone specific Air Kerma data (10 zones).

Control Room

One 19-inch color LCD monitor used as a data monitor.

- 19-inch color TFT-LCD display
- Native format 1280x1024 SXGA

One 19-inch monochrome LCD monitor (Xper review monitor) designed for medical applications.

- 19-inch monochrome TFT-LCD display
- Native format 1280x1024 SXGA

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Line #	Part #	Description	Qty	Each	Price
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- 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.

The Graphical User Interface on the monochrome monitor has the following features and functions:

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

Any Allura system built after Jan 1, 2017, will use and include Windows 7 (embedded standard).

Acquisition

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

Exposure techniques:

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

The AlluraClarity FD20 offers a storage capacity of:

- 50,000 images at matrix size of 1024 x 1024
- 12,500 images at matrix size of 2048 x 2048
- Maximum number of examinations is 999, with no limit to the maximum number of images per examination

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

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functionality available such as DICOM Query / Retrieve, background archiving, and Xper Fluoro Storage.

The Xper User Interface uses User Interface modules in the Examination Room with On-Screen Display.

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

- X-ray indicator and X-ray tube temperature condition
- Gantry position in rotation, angulation, and Source Image Distance
- Detector field size display
- General System messages
- Selected Frame speed
- Fluoroscopy mode
- Integrated fluoroscopy time
- Skin Dose and Dose Area Product
- Stopwatch

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

- Run and image selection
- File and run cycle
- File overview
- Store to Reference image file
- Copy image to photo file
- Digital (fixed) zoom and panning
- Recall reference images
- Laser pointer, intended to point at regions of interest on the imaging monitors
 - LED indication of laser pointer on/off and battery low
- Subtraction on/off
- Remasking
- Landmarking

Remote Intercom

The 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.

Table Side Modules

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Two Xper Modules are provided for use. The first Xper Module is mounted tableside. The Second Xper Module (NCVA778) is located in the control room. These modules use 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
- Image Processing

The Xper Geometry module can be positioned on all sides of the patient table, while keeping the button operation intuitive. The Xper Geometry module 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
- Store and recall of two scratch gantry positions including SID
- Emergency stop button

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

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

Pan Handle (NCVA081)

- The Pan Handle is an extension of the control facility for floating movements of the tabletop.

Control Room

The control room comprises a Xper Review Module, Xper Desktop Module, a keyboard, and 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

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

- Stopwatch and Time
- System guidance information
- Dose Area Product (DAP) and 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

Scheduling

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

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

Preparation

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

Acquisition

The acquisition page contains information on the current selected patient.

Review

The review page allows for reviewing of patients:

- 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.

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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.

Secondary Capture Dose Report

- The Secondary Capture Dose Report function allows the user to save & transfer, manually or automatically, a patient Dose Report to PACS in DICOM secondary capture format.
- The dose report will be stored in the related patient image folder.

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, archive formats can be selected to the individual needs and wishes for programming under the Xper Settings,

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, 1024x1024 2048 x 2048 (unprocessed) matrix.
- 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.

Remote Service

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

Clinical Education Program for the Allura Xper System

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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.

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.

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.

This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This class is a prerequisite to your equipment handover OnSite Education. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. **Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292102 (CV Full Travel Pkg OffSite) is purchased with all OffSite courses.**

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

Education expires one (1) year from equipment installation date (or purchase date if sold separately). Ref #106107-110915

2	**NNAE225	Mixed Lab Package. Subtracted Bolus Chase	1	\$0.00	\$0.00
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For visualization of vessel structures when the blood flow is difficult to estimate, in particular in the lower peripherals.

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

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

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

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

Comprising:

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

FD Rotational Angio

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

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

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

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

C-arm in side position:

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

C-arm in head position:

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

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

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

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

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

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

RIS/CIS Dicom Interface

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

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

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

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

Patient Identification:

- Patient name
- Patient ID
- Birth date
- Sex

Examination/Request Information:

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

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

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

Patient Identification:

- Patient name
- Patient ID
- Birth date
- Sex

Examination/Request Information:

- Accession number
- Performed procedure step status start/end date and time

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- 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.

AutoCal

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

Ventricular Quant.Sw pkg(Xper)

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

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Line #	Part #	Description	Qty	Each	Price
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Compatible with:
 . Allura Xper FD 10 Rel 3 and FD10/10 Rel 2 onwards
 . Allura Xper FD20 Rel 2, FD20/10 Rel 2 onwards

Coronary Quant.Sw pkg(Xper)

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.

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

Vascular Quant.Sw pkg(Xper)

Functions:

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

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

Compatible with:

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

3	**NNAE853	FlexVision_XL 8 Input Package	1	\$11,673.90	\$11,673.90
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Line #	Part #	Description	Qty	Each	Price
		The FlexVision XL8 input package provides eight isolated wall connection boxes. Isolated Wall Connection Box			
		This Isolated Wall connection Box facilitates connection of the video source via standard DVI cable/connector and lossless transfer of the video signal over the approximate 30 m cable distance. It can be mounted in the exam room or in the control room, depending on the location of the video source.			
		The quantity of the VWCB's has to be calculated as follows:			
		For each video signal to FlexVision XL on Vascular System: 8 VWCB			
		Note:			
		No VWCB is required in case a video signal is connected directly to a dedicated LCD from the following sources:			
		1) Xper Live/ref Slaving			
		2) Interventional HW (XtraVision), ViewForum, Xcelera (only if workstations are powered by Allura Xper)			
		3)Xper IM			
4	**NNAE159	30Fr/sec Extension	1		
		Frame Rate Extension increases the system acquisition speed for cardiac applications that require high speed imaging. The frame rate extension increases the acquisition speed to 15fps and 30fps with a 1024x1024 matrix.			
5	**FCV0608	Addl 21" Color Monitor for ER	1	\$7,303.20	\$7,303.20
		Ultra high-brightness, medical grade, color LCD displays for exam room These displays support the image quality requirements for monochrome X-ray images, color EP signals as well as other images.			
		Main characteristics are:			
		- 21.3 inch, 2 Megapixel color LCD display			
		- Display resolution (up to) : 1600x1200			
		- Input resolution (up to) : 1920x1200			
		- Brightness: 550 Cd/m2			
		- Contrast ratio : 800:1			
		- Wide viewing angle (approx. 170 degrees)			
		- Constant brightness stabilization control			
		- Independently selectable brightness settings for monochrome and color images			
		Please note that for radiology departments Black/White monitors are recommended			
6	**NCVB629	FlexVision XL,XperHD,Snapshot	1	\$114,219.60	\$114,219.60

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Line #	Part #	Description	Qty	Each	Price
		<p>FlexVision XL is an integrated viewing solution designed to give you full control over your viewing environment.</p> <p>The FlexVision XL provides the ability to:</p> <ul style="list-style-type: none"> • 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. <p>XperHD on FlexVision XL brings High Definition viewing for clinical images. Native resolution of FD20 can be displayed. Excellent sharp and crisp clinical images can be displayed at full size without digital zoom.</p> <p>Xper HD brings:</p> <ul style="list-style-type: none"> • High Definition imaging - Sharp images at full size without zoom • High Definition display at native resolution - Up to 2k*2k image display fully integrated • High Definition for the ultimate detail - Enhanced small vessel visualization <p>The FlexVision XL consists of:</p> <ul style="list-style-type: none"> • DVI video composition unit. <ul style="list-style-type: none"> 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 tableside 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 <ul style="list-style-type: none"> 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 AlluraClarity system for the Exam Room. 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 tableside 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 screen, providing highly flexible viewing 			

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Line #	Part #	Description	Qty	Each	Price
		capabilities. The monitor ceiling suspension is height-adjustable and moveable along ceiling rails. It can be positioned on either side of the table.			
		<ul style="list-style-type: none"> • Snapshot 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 . 			
7	**NCVC430	Catalyst extension pack for II	1	\$44,849.40	\$44,849.40
		Catalyst extension package for image intensifier based systems.			
8	**NCVB591	2ND REF for FlexVision XL	1	\$5,615.10	\$5,615.10
		2nd REF for FlexVision XL is optional on FlexVision XL. Second Ref images will be displayed on the large screen monitor.			
9	**NCVA014	Maximus Rotalix Ceramic Grid Switch T A MRC200-GS	1	\$62,250.60	\$62,250.60
		30kW small focus and 67 kW Large focus loading with anode heat storage capacity of 2.4 MHU.			
		Features:			
		<ul style="list-style-type: none"> • Maximus ROTALIX Ceramic tube with 0.4 / 0.7 mm nominal focal spot values. • Tube housing ROT-GS 1004 for oil cooling with built-in thermal safety switch • Grid switching with dynamic pulsed fluoroscopy • Rotor control unit for continuous rotation of the anode disk. • Cooling unit CU 3000 heat exchanger for direct and continuous forced cooling with oil. • High Voltage cables 			
10	**NCVB879	Aut Pos Contr Xper sys & table	1	\$9,460.50	\$9,460.50
		This Automatic Position Controller (APC) combines APC for Allura Xper FD10 and FD20 systems with table APC.			
		System APC provides two modes of operation:			
		Preset Position Sequence: the sequence of projections is determined through personalized Xper Settings. Each set contains a maximum of 10 positions. Positions can be recalled in sequence or directly. The projection sequence comprises rotation angulation and SID settings related to the selected reference image.			
		Reference driven positioning: The projections on the reference monitors can be recalled with the push of a button. The reference driven positioning recollects the C-arm rotation angulation Flat detector image format and SID.			
		Table APC			
		The Automatic Position Controller (APC) for the table provides			

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Line #	Part #	Description	Qty	Each	Price
		<p>two modes of operation: Auto positioning. The tabletop position and table height will be adjusted automatically to the pre-defined default point of interest. This to save time and x-ray dose at the start of an exam or for setting up the system for rotation scans. Store/recall of a position of the table top. This includes the height-, longitudinal- and lateral position of the table top.</p>			
11	**NCVA258	CO2 View Trace Software	1	\$3,371.10	\$3,371.10
		Software package which enables tracing (stacking) of images acquired with CO2 injections. This function can be used during postprocessing next to view trace of images acquired with iodine injection.			
12	**NCVA672	FD SmartMask	1	\$12,607.20	\$12,607.20
		<p>SmartMask simplifies roadmapping procedures by overlaying a selected reference image with fluoroscopy on the live monitor in the exam room. The reference image can be faded in/out with variable intensity, controlled from table side. SmartMask uses the reference image displayed on the reference monitor. Any previously acquired image can be used as reference.</p> <p>SmartMask facilitates pre- and post- intervention comparisons to assess treatment results</p>			
13	**NCVA097	Cath Arm Support	1	\$1,040.40	\$1,040.40
		For brachial catheterisation and digital imaging technique The support is made of X-ray transparent material with exception of the fixingclamp and pivots.			
14	**NCVA098	Pulse Cath Arm Support	1	\$1,035.30	\$1,035.30
		Facilitates catheterization trough the pulse and provides room for placing catheterization instruments. It is a flat radio translucent board and is placed under the patient while a part projects at either the left or right side of the tabletop to support the arm.			
		Size: 100 x 85 cm Material: carbon-fibre reinforced material			
15	**NCVA101	Peripheral X-ray Filter	1	\$1,484.10	\$1,484.10
		Set of flexible x-ray filters to provide an uniform density in angiographic examinations of the lower peripheral area. Comprising: <ul style="list-style-type: none"> · one central filter, at the top edge provided with sizing markers at every 5 cm, length : 1 m · two side filters, length: 1 m 			
16	**NCVA783	Pivot for table base.	1	\$5,253.00	\$5,253.00
		<p>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.</p> <p>Comprising:</p> <ul style="list-style-type: none"> · pivot device with graduated scale to be mounted on the universal floor plate of the table. <p>Compatible with Xper Table</p>			

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Line #	Part #	Description	Qty	Each	Price
17	**FCV4894	Add.op-rail with cable ext.kit	1	\$3,993.30	\$3,993.30
		The content of the additional OP-Rail kit is:			
		<ul style="list-style-type: none"> • [A] One additional OP-Rail (mechanical) • [B] Cable Extension for OP-Rail <ul style="list-style-type: none"> • One Extension cable for Geo Module • One Extension cable for Imaging Module • One connection box (wherein the extension cables are coupled with the UI-Module cables. 			
		[A]			
		<ul style="list-style-type: none"> • An extension for the table op-rail (30cm). • The additional op-rail can be mounted at the both sides of the tabletop part where no op-rails are mounted. • The additional op-rail is compatible with AD5 and XperTable (cardio and neuro) patient-tabletops. • The op-rail has the same profile /dimensions as the current standard op-rail • The maximum load (downwards) on the additional op-Rail is 100 N (F=100N) <ul style="list-style-type: none"> • (this is limited by the tabletop of the Patient Table) • The maximum mechanical moment on the additional op-Rail is 40Nm downwards and 20Nm upwards <ul style="list-style-type: none"> • (this is limited by the tabletop of the Patient Table) 			
		[B]			
		<ul style="list-style-type: none"> • The cable extension consists out of two cables with a length of 1.3 m; one for the Geo and one for the Imaging module, and an interface box were the coupling to the • Geo and Imaging module cables can be made. 			
18	**FCV0017	CABLE CARRIER CS	2	\$300.90	\$601.80
		Additional carrier for suspension of cable hose from X-ray tube assembly or TV monitor.			
19	**989600068672	Clip rail 390 cm G-Stand	1	\$1,769.70	\$1,769.70
		Ceiling rails with clip mounting and isolation parts length 390 cm.			
20	**980406041009	Rad Shield w/ Arm (Contoured) 61X76	1	\$2,998.80	\$2,998.80
		Contoured Rad Shield with Arm rest. 61X76			
21	**989801220012	Cable Spooler	1	\$413.10	\$413.10
22	**989801220064	Medrad Xper Cable Rack Mnt	1	\$474.30	\$474.30
23	**989801220273	Ceiling Track w/Column & Handle Ext	1	\$4,498.20	\$4,498.20
		Mavig 2.5m Ceiling Track with Ceiling trolley, 360 degree column, and brake handle extension.			
24	**989801220279	LED Single Color Exam Lamp	1	\$3,253.80	\$3,253.80

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Line #	Part #	Description	Qty	Each	Price
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LED Single Color M LED130F
Examination Lamp

Portegra2 Extension/Spring Arm Combination with M LED 130F,
Single Color, incl. Power Supply

Light in new dimension LED lamps support your daily operations through innovative technology and design. In addition to advantages provided by MAVIG with all light equipment, LED technology offers the following enhanced features:

- Faceted multi-lens system
- In-depth illumination
- Superior color rendition
- Extension arm 750mm
- Spring arm 900mm
- LED-Examination-light
- Operating voltage is 24V DC. The lamp is supplied with a transformer, should it be used with 230V.

Technical data LED 130F:

- Light intensity at 1 meter distance: 60.000 Lux
- Color rendering index: Ra = 95
- Focusable: yes
- Focusable size of the light field: 14-25 cm
- Color temperature: 4500 Kelvin
- Electronic light intensity control at the lamp head: standard dimming range: 50 - 100 %
- Temperature increase in head area: 0.5° C
- Mains: 230 V / 60 Hz
- Power consumption: 28 W
- Number of LEDs: 19
- Life-span of the LEDs: > 40.000 h
- Diameter of the lamp head: 33 cm
- Working distance: 70 - 140 cm
- Height Adjustment: 117 cm

25	**989801256034	iXR Full Travel Package OffSite	2	\$2,330.00	\$4,660.00
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Includes one (1) participant's airfare from North American customer location to Cleveland, Ohio, with lodging, ground transportation, and meal expenses. Breakfast/dinner provided by the hotel, and lunch/breaks are catered by Philips. All other expenses will be the responsibility of the attendee. Details are provided during the scheduling process.

Note: Cancellation/rescheduling policy strictly enforced.

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

26	SP003	Installation Labor	1	\$5,086.00	\$5,086.00
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Parts and labor for 2nd remote display of hemo in procedure room. First remote display of hemo is provided on FlexVision screen. Additional remote display is provided on FCV0608 21" display mounted behind the FlexVision display.

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Line #	Part #	Description	Qty	Each	Price
27	SP059B	Universal Power Supply 989801278311 UTS upgrade for FD Release 8.2	1	\$15,000.00	\$15,000.00

*****PROMOTIONS*****

Promotion Name	Description
Monoplane Closer Promo 2017Q2	Philips is pleased to offer this special promotional discount of \$50,000 on the purchase of a monoplane interventional x-ray system. To take advantage of this promotion, customer orders must be placed prior to June 30, 2017.
ClarityIQ New and Refurbished System Promo 2017Q2	Philips is pleased to offer this special \$55,000 discount for customers purchasing systems with ClarityIQ. To take advantage of this promotion, customer orders must be placed prior to March 31, 2017.

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LIST PRICE	\$1,652,706.00
DISCOUNT	\$902,700.40
	\$0.00
NET PRICE	\$750,005.60

Buying Group: MEDASSETS SUPPLY CHAIN SYSTEMS INC. Contract #: MS03221

Add'l Terms: Product Terms and Conditions of Sale (T&C) not printed with this solution. Refer to Contract # noted above for applicable T&C details. If Service Agreement is quoted its T&C of Sale are printed

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.

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	**NCVC199	Wireless footswitch: mono-plane version	1	\$8,277.30	\$8,277.30	<u>ajd</u>

One wireless footswitch in the examination room.

Key benefits

- Reduces clutter around the examination table
- Simplifies preparation and cleanup
- Streamlines workflow in the interventional suite

Reduce clutter and streamline workflow

The wireless footswitch option streamlines workflow, reduces clutter, and simplifies preparation and cleanup in the interventional suite. Clinicians can use the footswitch to wirelessly control the X-ray system in the examination room, from any convenient position around the table. No sterile covers are needed with the IPX8 certified waterproof design.

Specifications

- The mono-plane wireless footswitch is a 3 pedal version; one pedal for fluoroscopy, one for exposure and one to control the room light/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 has high water ingress protection standard (IPX8), it can easily be cleaned in water.

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 PRODUCT WARRANTY

CARDIOVASCULAR (CV) SYSTEMS

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

TWELVE-MONTH SYSTEM WARRANTY

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

PLANNED MAINTENANCE

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

SYSTEM UPGRADES

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

MRC X-RAY TUBES

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

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

MRC TUBE WARRANTY EXCLUSION

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

MRC TUBE WARRANTY REMEDIES

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

IMAGE INTENSIFIER TUBES

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

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

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

DYNAMIC FLAT DETECTORS

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

SYSTEM SOFTWARE AND SOFTWARE UPDATES

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

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

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

WARRANTY LIMITATIONS

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

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

ACCESS TO SYSTEM

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

WARRANTY SERVICE

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

TRANSFER OF SYSTEM

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

CONDITIONS

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

LIMITATIONS OF LIABILITY AND DISCLAIMERS

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

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

FORCE MAJEURE

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

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

Non Disclosure Agreement for Philips Confidential Pricing Information

The parties specified below agree to the following terms:

A. Philips

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

B. Company

Name	ONslow MEMORIAL HOSPITAL
Address	317 WESTERN BLVD JACKSONVILLE, NC 28546-6379

C. Confidential Information

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

D. Philips Contact

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

Company Contact

Name	
Title	
Telephone	
Fax	
e-mail	
Signature	

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

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

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

2. Philips may disclose Pricing to Company with respect to the Authorized Purpose in writing, orally, or otherwise. All information is assumed to be Pricing, and confidential, if the confidential or proprietary nature is reasonable under the circumstances.

3. All Pricing disclosed by Philips shall remain Philips' the property. Company does not, by implication, estoppel, or otherwise, acquire any intellectual property right, title, or ownership, nor a license to any such intellectual property right, with respect to any Pricing disclosed by Philips hereunder.

ALL PRICING IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY WHATSOEVER. PHILIPS SHALL HAVE NO LIABILITY WHATSOEVER RESULTING FROM THE USE OF THE INFORMATION PROVIDED.

4. Company shall:

- (a) not use the Pricing for any purpose other than the Authorized Purpose;
- (b) not disclose the Pricing to any third party;
- (c) protect the Pricing against disclosure in the same manner and with the same degree of care with which Company protects its own confidential information but not less than a reasonable degree of care; and
- (d) limit circulation of the Pricing to Company's employees as have a need to know in connection with the Authorized Purpose.

These obligations shall survive the termination of this Agreement. Philips may terminate this Agreement at any time by means of a written notice to Company. Company shall return to Philips, or certify destruction of, all Pricing, immediately upon termination or expiration of this Agreement.

5. Information disclosed by Philips to Company pursuant to this Agreement shall not be confidential to the extent that the information:

- (a) is or becomes part of the public domain without violation of this Agreement or any other obligation of confidentiality;
- (b) is known by Company prior to disclosure by Philips;
- (c) is lawfully obtained by Company from a third party without any breach of confidentiality or violation of law; or
- (d) is developed by Company completely independently of any such disclosure by Philips.

6. If Company is required, pursuant to administrative or judicial action or subpoena, to disclose the Pricing, Company shall use its best efforts to maintain the confidentiality of the Pricing, e.g. by asserting in such action any applicable privileges. Immediately after gaining knowledge or receiving notice of such action or subpoena, Company shall notify Philips and give Philips the opportunity to seek any other legal remedies so as to maintain such Pricing in confidence, including a reasonable protective order.

7. Company may not transfer or assign any or all of its rights and/or obligations or delegate the performance of any or all of its obligations under this Agreement, directly or indirectly, through acquisition, merger or otherwise, without the prior written consent of Philips. Any transfer, assignment or delegation in contravention of the foregoing shall be void.

8. Company shall not disclose, export or release the Pricing in contravention of any applicable laws or regulations.

9. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions.

10. This Agreement contains the entire understanding of the parties and supersedes any previous understandings or agreements with respect to the subject matter hereof. This Agreement may be amended only in writing signed by authorized representatives of each party.

Pricing NDA ver1 – 8/9/07

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



Quotation #: 1-1EOQLT1	Rev. 8	Effective From: 04/05/2017	To: 06/04/2017
Presented To: ONSLOW MEMORIAL HOSPITAL 317 WESTERN BLVD JACKSONVILLE, NC 28546-6379 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:	
Date Printed: 05-Apr-17			
Submit Orders To: 22100 Bothell Everett Hwy Bothell, WA 98021-8431 Tel: (800) 982-2011 Fax: (425) 487-8110			

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).

Model	Months	Qty	Service Plan
100243 Allura FD20	48	1	SVC0150 Philips RightFit Service Agreement Primary

Home Office Use Only		
Site #	Start Date	End Date

POINT OF SALE SERVICE CONTRACT SECTION

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.

Philips Ultrasound Customer Services Ranked #1 by Customers in IMV ServiceTrak™ All Systems Survey in 2013 for the 21st consecutive year

Allura FD20

Additional Equipment Covered	Part #	Service Price Total
FlexVision XL,XperHD,Snapshot	NCVB629	\$7,000

-Repair of the Philips FlexVision viewing solution

Item #	Part #	Description
1	SVC0150	Philips RightFit Service Agreement Primary

Thank you for the opportunity to provide this proposed Philips RightFit Service Agreement. Our Primary Service Agreement offers you the advantage of flexible service, a hands-on relationship with Philips, and open communications.

SERVICE DELIVERY:

- 98% uptime guarantee for each contract year. This provides assurance of the equipment availability to scan patients as described in the uptime guarantee exhibit.

LABOR:

- Labor and travel coverage for on-site service from 8:00 am - 5:00 pm, Monday - Friday, excluding Philips published holidays.
- Preferential Scheduling of service calls for service contract customers.
- On-site Response. At customer's request, Philips service goal is to be on-site within 4 hours.
- Planned maintenance coverage from 8:00 am – 5:00 pm, Monday – Friday, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips. Philips current recommendation for IXR systems is 1 - 2 times per year depending on the specific product model.
- Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.

PARTS:

- Standard parts coverage. This provides coverage on parts to maintain and repair the equipment including both hardware and software items. For BV Pulsera and Veradius Mobile C-Arm systems, standard parts coverage includes Energy Storage Unit (ESU) including the battery.
- 10:30 am next day parts delivery. This provides UPS next day delivery by air, available in most areas. (Actual time depends on local shipper delivery schedule and delivery restrictions for oversized or hazardous parts).

LIFECYCLE:

- Operating system software and hardware reliability updates. This includes on-site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware.
- 15% discount on any items selected from Philips Life Solutions catalog, excluding power monitoring.

CUSTOMER CARE SOLUTIONS CENTER:

- 24/7 Technical telephone support.
- Clinical telephone support from 8:00 am - 5:00 pm, Monday – Friday.
- Remote Services. This supports remote system diagnostics and monitoring. Philips equipment is connected via an Internet secure single point of access network to our

Allura FD20

solutions center as described in the Terms and Conditions exhibit. Features may vary by equipment and software release level.

SOLUTION ENHANCEMENTS:

- Philips Service Information. Available upon request, this contains important service management reports through a secure Internet site. Information on equipment service status, historical service performance, engineer response time, and planned maintenance schedules is available.

1.1 SVC00229 SP Glassware Coverage X-Ray Tube & FD 20

- Comprehensive parts and labor support for X-Ray Tube and Flat Detector (FD20), unless the base plan does not include labor, in which case the part only will be provided

Promotions

With this new program, Philips Services will provide an additional six months of service when you purchase an eligible RightFit service agreement with the purchase of your new or Diamond Select Philips imaging systems. The additional six months of coverage includes the total service package of the agreement and all service options purchased such as tube coverage, detector coverage, extended hours, etc., and will begin immediately following the end of the standard warranty period. The service payments will then begin at month 19 after installation.

Allura FD20

Service Plan: SVC0150 Philips RightFit Service Agreement Primary
 Quantity: 1

To commence at a time of system warranty expiration with the exception of In-Warranty Coverage and selected Supplement Items Plans

Select Payment Terms Desired:

Select Choice *	Payments Plans	Single System List	Single System Net	Total List	Total Net
<input type="checkbox"/>	48 Monthly Payments at	\$8,808	\$6,606	\$8,808	\$6,606
<input type="checkbox"/>	16 Quarterly Payments at	\$26,425	\$19,819	\$26,425	\$19,819
<input type="checkbox"/>	4 Yearly Payments at	\$105,700	\$79,275	\$105,700	\$79,275
<input type="checkbox"/>	Single Payment at	\$422,800	\$317,100	\$422,800	\$317,100

* If no selection is made, the default choice will be monthly payments.

Prices above do not include any applicable sales taxes

The service agreement payment does not include optional equipment. If optional equipment is purchased please see attached Equipment Configuration Option Pricing (if available) or contact your Account Manager for amended service pricing.

Buying Group: MEDASSETS SUPPLY CHAIN SYSTEMS INC. **Contract #:** MS03221

Add'l Terms: Product Terms and Conditions of Sale (T&C) not printed with this solution. Refer to Contract # noted above for applicable T&C details. If Service Agreement is quoted its T&C of Sale are printed

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.

For services performed outside the contract hours of coverage, Philips will request a Purchase Order before dispatching a Field Service Engineer.

Our facility does not issue formal purchase orders. We authorize payments 'in lieu of a Purchase Order' for the equipment as described in Philips Healthcare Service Agreement. Initialed: _____

Our facility does issue formal purchase orders, however, due to our business/system limitations, we cannot issue a formal purchase order until _____ days prior to warranty expiration. Initialed: _____

Customer Agreement as Quoted

Upon customer signing and acceptance by an authorized Philips representative, this document constitutes a contract and customer agrees to be bound by all terms hereof which include IMPORTANT LIMITATIONS OF LIABILITY.

BY: X _____
Customer Signature

Printed Name

Title _____ Date _____

For Headquarters Use Only

Philips by its acceptance thereof, agrees to provide maintenance service for the equipment listed above in accordance with all terms.

Signature

Title _____ Date _____

Service Agreement Terms and Conditions

PHILIPS HEALTHCARE SERVICE AGREEMENT TERMS AND CONDITIONS

1. SERVICES PROVIDED

The services listed in the quotation or Attachment A (the "Services") are offered by Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") only under the terms and conditions described below, and on any exhibits and attachments, each of which are hereby incorporated (the "Agreement").

2. EXCLUSIONS

The Services do not include:

- 2.1 Servicing or replacing components of the system other than those systems or components listed in the Exhibits and/or Attachment A (the "Covered System") that is at the listed location ("Site");
- 2.2 Servicing System if contaminated with blood or other potentially infectious substances;
- 2.3 Any service necessary due to:
 - (i) a design, specification or instruction provided by Customer or Customer representative;
 - (ii) the failure of anyone to comply with Philips' written instructions or recommendations;
 - (iii) any combining of the Covered System with other manufacturers product or software other than those recommended by Philips;
 - (iv) any alteration or improper storage, handling, use or maintenance of the Covered System by anyone other than Philips' subcontractor or Philips;
 - (v) damage caused by an external source, regardless of nature, unless caused by Philips or Philips subcontractor
 - (vi) any removal or relocation of the System; or
 - (vii) neglect or misuse of the System;
- 2.4 Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors.

3. CUSTOMER RESPONSIBILITIES

During the term of this Agreement, Customer will:

- 3.1 Ensure that the Site is maintained in a clean and sanitary condition; and that the Covered System, product or part is decontaminated prior to service, shipping or trade-in as per the Instructions in the User manual;
- 3.2 Dispose of hazardous or biological waste generated;
- 3.3 Maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
- 3.4 Use the System in accordance with the published manufacturer's operating instructions.

4. SYSTEM AVAILABILITY

If Customer schedules service and the Covered System is not available at the agreed upon time, then Philips may cancel the service or charge the Customer at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the Covered System.

5. PAYMENT

All payments under this Agreement are due thirty (30) days from the date of Philips' invoice until the Agreement amount and all applicable taxes and interest are paid in full. Customer will pay interest on any amount not paid when due at the lesser of 1.5% interest per month or the maximum rate permitted by applicable law.

6. EXCUSABLE DELAYS

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

7. TERM AND TERMINATION

- 7.1 The term of this Agreement shall be set forth in the quotation and/or Attachment A attached hereto and incorporated herein.
- 7.2 This Agreement is non-cancelable by Customer and will remain in effect for the term specified in this Agreement. However, Customer may cancel this Agreement upon 60 days written notice to Philips (i) representing that the Covered System is being permanently removed from use and that the Covered System is not being used in any other Customer site, or (ii) specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such 60 day notice period.
- 7.3 In addition, if the Customer sells or otherwise transfers their business or a majority of their Covered Systems to a third party and the Covered Systems remains installed and in use at the same location, but such third party does not assume the obligations of the Customer under this Agreement or enter into a new service agreement with Philips with a term at least equal to the unexpired term of this Agreement, then the Customer may terminate this Agreement with respect to such Covered Systems upon no less than thirty (30) days prior written notice to Philips, in which case the Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages and not as a penalty, an amount equal to 30% of the remaining payments due under this Agreement for such Covered System from the date of termination through the scheduled expiration of the term of this Agreement.
- 7.4 If this Agreement includes a Pool and terminates for any reason and Customer has expended more funds from its Pool than it has contributed to the Pool, then Customer shall pay Philips the amount by which its expenditures exceeded its contributions within thirty (30) business days of such termination.

8. DEFAULT

Customer's failure to pay any amount due under this Agreement within 30 days of when payment is due constitutes a default of this Agreement and all other agreements between Customer and Philips. In such an event, Philips may, at its option, (i) withhold performance under this Agreement and any or all of the other agreements until a reasonable time after all defaults have been cured, (ii) declare all sums due and to (iii) commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney's fees, (iv) terminate this Agreement with 10 days' notice to Customer, and (v) pursue any other remedies permitted by law.

9. END OF LIFE

If Philips determines that its ability to provide the Service Coverage is hindered due to the unavailability of parts or trained personnel, or that the system can no longer be maintained in a safe or effective manner as determined by Philips, then Philips may terminate this Agreement upon written notice to the Customer and provide Customer with a refund of any Customer pre-payments for periods of Service Coverage not already completed.

10. WARRANTY DISCLAIMER

Philips' full contractual service obligations to Customer are described in this Agreement. Philips provides no additional warranties under this Agreement. All service and parts to support service under this Agreement are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

11. LIMITATIONS OF LIABILITY AND DISCLAIMER

- 11.1 Philips' total liability, if any, and Customer's exclusive remedy with respect to the Services or Philips' performance of the Services is limited to an amount not to exceed the price stated in this Agreement for the Service that is the basis for the claim. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED UNDER THIS AGREEMENT.
- 11.2 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.

12. PROPRIETARY SERVICE MATERIALS

Philips may deliver or transmit certain proprietary service materials (including software, tools and written documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Philips any violation of this provision.

13. THIRD PARTY MANAGEMENT

If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may

become due under this Agreement in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer has made to the Third Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer shall promptly pay for such parts and services on demand.

14. TAXES

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

15. INDEPENDENT CONTRACTOR

Philips is Customer's independent contractor, not Customer's employee, agent, joint venture, or partner. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant customer's or customer's employees' act or omissions related to any services that are performed by customer's employees under this agreement.

16. RECORD RETENTION AND ACCESS

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

17. HIPAA, PRIVACY

Philips complies with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Upon Customer request Philips will provide a mutually agreeable Business Associates agreement. In the course of providing the Services to Customer, Philips may need to access, view, or download computer files from the System that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (e.g., images, heart monitor data, and medical record number) and non-health information (e.g., date of birth and gender). Philips will process Personal Data only to the extent necessary to fulfill its Service obligations under this Agreement.

18. CONFIDENTIALITY

Each party will 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, or its patients, and this Agreement and its terms, including its pricing terms. Each party will 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 not less than reasonable care. Each party will disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to information in the public domain at the time of disclosure, or to information that is required to be disclosed by law or by court order and will expire five years after the Exhibit terminates or expires.

19. SUBCONTRACTS AND ASSIGNMENTS

Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

20. INSURANCE

Upon Customer request, Philips will provide a Certificate of Philips insurance coverage.

21. RULES AND REGULATIONS

To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.

22. EXCLUDED PROVIDER

Philips represents and warrants that Philips, its employees, and subcontractors, are neither 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 if it becomes aware that Philips or any of its employees or subcontractors, providing the Services becomes an Excluded Provider, whereupon Customer may terminate this order by express written notice for services not yet rendered.

23. SOLICITATION OF PHILIPS EMPLOYEES

For the duration of this Agreement and for one year following the expiration or termination of this Agreement, Customer and its affiliates will not directly or indirectly solicit any employee of Philips or its affiliates engaged in providing the services.

24. SURVIVAL, WAIVER, SEVERABILITY, NOTICE, CHOICE OF LAW

Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. A party's failure to enforce any provision of this Agreement is not a waiver of that provision or of such party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. Notices or other communications will be in writing, and will 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 on the face of this Agreement. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitutes evidence of the existence of this Agreement. The law of the state in which the Covered System is located will govern any interpretation of this Agreement and dispute between Philips and Customer without regard to the principles of choice of law.

25. ENTIRE AGREEMENT; EXHIBITS

This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement. The service specific exhibits listed below, and any associated attachments, are incorporated herein as they apply to the services listed on the quotation and their additional terms shall apply solely to Customer's purchase of the services specified therein. If any terms set forth in an exhibit conflict with terms set forth in these Terms and Conditions of Service, the terms set forth in the exhibit shall govern.

- Exhibit 1: Additional Imaging System Service Terms and Conditions
- Exhibit 2: Philips Technology Upgrades
- Exhibit 3: Additional Support & Assist Coverage Terms and Conditions
- Exhibit 4: Uptime Guarantee
- Exhibit 5: Additional Clinical Education Training Terms and Conditions
- Exhibit 6: Additional Rightfit Software Maintenance Agreement Terms and Conditions
- Exhibit 7: Rightfit Software Maintenance Agreement Hardware Support
- Exhibit 8: Additional Patient Care Services Terms and Conditions

26. AUTHORITY TO EXECUTE

The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

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ADDITIONAL IMAGING SYSTEM SERVICE TERMS AND CONDITIONS

Exhibit 1

(for Philips and/or Non-Philips Equipment)

1. SERVICES PROVIDED

1.1. Initial Covered System Inspection. Within 90 days after the effective date, Philips will inspect the Covered System not previously serviced by Philips and notify Customer of any Covered System that does not meet manufacturer's specification. Philips will provide Customer a written estimate for repairs necessary to bring any of the covered system within proper manufacturer's specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then contract labor rate. If customer elects not to have System repaired, then Philips may remove such System from coverage in this agreement.

1.2 Repair Service. Commencing on the effective date and subject to the repair limitation below, Philips or Philips' subcontractors will provide repair services for Covered System. Philips will provide all replacement parts, which may be refurbished, and labor necessary to repair Covered System, unless excluded in paragraph 3. All components used are subject to Philips inspection and quality control procedures, and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips shall remove parts from the Covered System Site. Philips may increase its contract price if the Covered System is upgraded or reconfigured.

1.3. Planned Maintenance Service. Philips will provide Customer a planned maintenance schedule for the Covered System. Philips will provide such planned maintenance during the Service Coverage hours (as defined in the agreement) at a time that is mutually agreed upon. Customer will make the Covered System available in accordance with this schedule. Philips or its subcontractors will provide planned maintenance on the Covered System at scheduled intervals. If Philips cannot locate Covered System, or Covered System was not made available for planned maintenance when scheduled, Philips will notify the Customer that Customer has 90 days to make available Covered System for planned maintenance, otherwise customer waives right to service and Philips may delete Covered System from the contract.

1.4. Software Updates. Philips will install operating system software updates provided by the Original Equipment Manufacturer (OEM) for Covered System. Software updates mean revisions to OEM proprietary operating system software that enhance existing System functions and operation without hardware changes, but will not install operating system software upgrades to new software platforms or software options offered separately for sale by the OEM.

2. CONTRACT ADMINISTRATION

2.1. Master and/or Multi-Vendor System Additions and Deletions. After completing the inspection, Customer may add a System to the Covered System list by contacting Philips. Customer and Philips will agree on a mutually-agreeable price and contract start date. The Covered System will be added to the contract after receipt of the signed inventory modification form. Customer may delete Covered System as allowed under the Termination provision.

2.2. Management and Staffing. If on-site staffing is provided, Philips will determine and provide the management and service staff necessary to provide the Services under this Exhibit. Philips will pay all salaries, payroll and other employment taxes or fees, worker's compensation insurance, and other charges or insurance levied or required by any federal, state, or local statutes, relating to its employees.

2.3. If applicable, Customer shall execute the Subcontracting Confirmation and Agency Authorization Agreement as required by Philips to perform certain duties and responsibilities.

3. EXCLUSIONS Unless specifically included in this Agreement, the Services do not include providing or paying the cost of:

- 3.1. Any rigging or structural alteration incident to the Services;
- 3.2. Consumable items and supplies (such as biomedical laser tubes and patient used pads), cryogenics, PET calibration sources, film, batteries, cassettes;
- 3.3. Cosmetic repairs;
- 3.4. The cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain the equipment in satisfactory operating condition;
- 3.5. Disposing hazardous, infectious, or biomedical waste or materials;
- 3.6. Providing service to any System under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement;
- 3.7. Unless otherwise specified in the quotation, maintaining or repairing Philips and/or third-party products including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), MR RF rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, special ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments.
- 3.8. If this agreement includes coverage for biomedical services: arthroscopy instruments, blood pressure cuffs (accessory or attachment), centrifuge motor brushes, electronic thermometer probes, electrosurgical instruments (pencils & pads), general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi-rigid scopes.

4. COVERAGE Philips will provide services on-site during the hours listed in Customer's service agreement, excluding Philips observed holidays, unless otherwise set forth in attachments or exhibits ("Service Coverage"). Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and, subject to the availability of personnel and repair parts, Philips will provide such service at Philips's then-current preferred rates and for material and labor. Customer will be charged a minimum of three hours on-site time plus applicable travel charges and expenses per service visit.

5. DOCUMENTATION Upon Customer's written request, Philips will provide repair and planned maintenance records for the Covered System.

6. CUSTOMER RESPONSIBILITIES During the term of this Agreement Customer will

6.1 If applicable, attend a start-up meeting at Customer's facility, prior to the Effective Date of this Agreement, so Philips can explain the Services to the Customer's management and selected staff;

6.2 Provide a secure dedicated space within Customer's main facility and at each additional facility or location as necessary for the resident Philips staff.

6.3 Provide Philips with broadband internet or Wi-Fi access for business purposes.

6.4 Provide Philips with the System service manuals for any non-Philips System;

6.5 Maintain all software licenses applicable to the Covered System.

6.6 For Philips use in remote servicing of the System, provide Philips a secure location for hardware to connect System to Philips Remote Service (PRS).

6.6.1 The PRS hardware remain Philips' property and is only provided during the term of this Agreement;

6.6.2 Provide Philips and its vendors full and free access to the PRS hardware to enable Philips to remotely access the Covered System or non-Philips System; and

6.6.3 Provide Philips at each System Site, at all times during the term of this Agreement, a dedicated broadband Internet access node, including public and private interface access, suitable to establish a successful connection to the Covered System through the PRS and Customer network.

6.6.4 If the System cannot be connected to the PRS, and Customer fails to provide the access described in section 6, then Customer waives its rights to Services under this Agreement and any uptime guarantee.

7. CRYOGENS (Applies only to MRI Service)

7.1 If Cryogenics are included in this agreement, Customer shall report any magnet cooling system (cold-head, compressor, or chiller) malfunction within 24 hours. If customer fails to report any malfunctions or provide continuous chilled water or power, then customer is responsible for any additional cryogen expenses.

7.2 If the Covered System is not connected to the PRS, then Customer shall report Cryogen level readings for all System covered by this Agreement into the Magnet Monitoring System at 1-800-722-9377 (follow prompts) each week.

UPTIME GUARANTEE

Exhibit 4

1. GENERAL

Philips shall provide to Customer the uptime guarantee specified below ("Uptime Guarantee") on the Covered System listed in the quotation or Attachment A as having uptime as an entitlement ("Uptime System"). Uptime System does not include peripherals, such as external printers, archiving devices, external reporting software, external display monitors, or attached cameras. If Customer does not meet its responsibilities described in Customer Responsibilities paragraphs, then Customer is not entitled to the benefits of this Uptime Guarantee.

If an item of Uptime System fails to achieve the Uptime Percentage (as defined below) set forth on Schedule 3(a) below, then Customer, as its sole and exclusive remedy, will receive a discount of future Agreement payment(s), as described in Section 3 below.

2. DEFINITIONS

a. Measurement Period: The measurement period for determining Uptime Percentage is 12 months beginning on the effective date of the Agreement and thereafter on the annual anniversary date of the effective date.

b. Base Hours means the hours/day and days/week over which Uptime Hours and Downtime will be calculated during the Measurement Period. The Base Hours will be the contracted hours of coverage provided for under the Agreement for each particular piece of Uptime System.

c. Downtime means the time that the Uptime System is unable to produce diagnostic images during the Base Hours of any given Measurement Period solely due to Philips' design, manufacturing, materials, or Service performance failure. Measurement of Downtime commences when the Customer notifies the Philips customer service center that the Uptime System is unable to produce diagnostic images. Downtime does not include time due to planned maintenance service, cryogen replenishment, installation of upgrades and updates, x-ray tube replacement, or an occurrence or condition excluded under the Agreement. Philips may verify Downtime and adjust calculations accordingly.

d. Uptime Hours is determined by subtracting the total Downtime from the Base Hours for a particular piece of Uptime System [Uptime Hours = Base Hours – Downtime].

e. Uptime Percentage is determined by dividing the Uptime Hours by the Base Hours, and multiplying the result by 100 [Uptime Percentage = (Uptime Hours/Base Hours) x 100].

3. ADJUSTMENT SCHEDULE

If the Uptime Percentage specified in Schedule 3(a) is not achieved for Uptime System then the specified discount will be applied to all payments due during the next Uptime Measurement Period for the Uptime System that did not achieve the Uptime Percentage

Schedule 3(a): Agreement Payment Adjustment Schedule for Uptime System

99% Uptime Guarantee		98% Uptime Guarantee		96% Uptime Guarantee	
Uptime Percentage	Discount	Uptime Percentage	Discount	Uptime Percentage	Discount
99% - 100%	None	98% - 100%	None	96% - 100%	None
96% - 98.9%	5%	95% - 97.9%	5%	91% - 95.9%	5%
93% - 95.9%	10%	92% - 94.9%	10%	<90.9%	10% *
<92.9%	15% *	<91.9%	15% *		

* Maximum adjustment available

4. UPTIME PERCENTAGE DETERMINATION

The Uptime Percentage is determined according to the following formula: $\text{Uptime Percentage} = (\text{Uptime Hours} / \text{Base Hours}) \times 100$. Below are examples of how Uptime Percentage is determined:

a. MEASUREMENT EXAMPLE # 1:

Base Hours = 8 AM to 5 PM Monday through Friday over the 12 month Measurement Period.

9 hours x 5 days x 52 weeks = 2,340 Base Hours
2,340 Base Hours – 60 Downtime hours = 2,280 Uptime Hours
 $(2280 / 2340) * 100 = 97.4\%$ Uptime Percentage

b. MEASUREMENT EXAMPLE # 2:

Base Hours = 8 AM to 9 PM Monday through Friday over the 12 month Measurement Period.

13 hours x 5 days x 52 weeks = 3,380 Base Hours
3,380 Base Hours – 60 Downtime hours = 3,320 Uptime Hours
 $(3320 / 3380) * 100 = 98.2\%$ Uptime Percentage

c. MEASUREMENT EXAMPLE #3:

Base Hours = 24/7 over the 12 month Measurement Period.

24 hours x 7 days x 52 weeks = 8,736 Base Hours
8,736 Base Hours – 60 Downtime hours = 8,676 Uptime Hours
 $(8676 / 8736) * 100 = 99.3\%$ Uptime Percentage

5. REPORTS

Uptime Percentage performance reports will be provided at the Customer's request for any Measurement Period while this Uptime Guarantee remains in effect. To receive any applicable discount, Customer must notify Philips in writing that the Uptime Percentage was not achieved for a particular System within 60 days after the end of a Measurement Period.

6. WARRANTY DISCLAIMER

Philips full Uptime Guarantee obligations to Customer are described in this Exhibit. Philips provides no warranties under this Uptime Guarantee. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO THIS UPTIME GUARANTEE.

7. LIMITATIONS OF REMEDIES AND DAMAGES

Philips total liability, if any, and Customer's exclusive remedy with respect to this Uptime Guarantee and Philips performance hereunder is limited to the remedies stated herein.

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EXHIBIT "F"

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



Quotation #: 1-1EOEYAL	Rev: 12	Effective From: 10-Apr-17	To: 09-Jun-17
Presented To: ONSLOW MEMORIAL HOSPITAL 317 WESTERN BLVD JACKSONVILLE, NC 28546-6379 Tel: Alternate Address:		Presented By: Mark Berkley <i>Account Manager</i> Mark Rose <i>Regional Manager</i> Tel: (717) 226-0934 Fax: (888) 231-1165 Tel: (206) 617-0414 Fax:	
Date Printed: 10-Apr-17			
Submit Orders To: 22100 BOTHELL EVERETT HWY BOTHELL WA 98041 Tel: 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>
	100751 Xper Flex Cardio	1	\$175,648.00
Equipment Total:			\$175,648.00

Solution Summary Detail

<u>Product</u>	<u>Qty</u>	<u>Each</u>	<u>Monthly</u>	<u>Price</u>
100751 Xper Flex Cardio	1	\$175,648.00		\$175,648.00

Buying Group: MEDASSETS SUPPLY CHAIN SYSTEMS INC. **Contract #:** MS03282 HEMO

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 30 days from date of invoice

Quote Summary

100751 Xper Flex Cardio

Qty	Product
1	P_860335_FC2 Xper Flex Cardio Nurse Station
1	P_860335_SC4 Xper Flex Cardio Flex Cardio 2010
1	P_860335_PL1 Xper Flex Cardio Control Room
2	P_860335_SF1 Side Stream ETCO2
1	P_860335_SF5 FFR Measurement Volcano
1	DC1 Xper IM Data Center SW with 1 CU License
1	WF4 WF4 Xper IM Doc Wkflow Modules
1	P_860334_AD1 Xper IM ADT Interface
1	CC1 Xper IM Connect Software
1	P_860334_XC4 DMWL Non-Orders Based
1	P_860334_XC1 MPPS Interface Philips Cath Lab Module
1	P_860334_CN7 Xper IM Labs Interface
1	P_860334_CN9 Xper IM End of Case Report Interface
1	P_860334_CN4 Xper IM Clinical Discrete Data Interface
1	P_860337_DS1 4:3 LCD HQ Display (19 inch)
1	P_860337_DM1 GCX Rolling Stand
1	P_860337_AC8 UPS - Medical Grade
1	P_860337_WS5 Customer Provided Workstation HW
1	AS3 Customer prov. Data Center and/or Broker Server HW
1	P_860337_DM6 Xper Flex Cardio Table Mount
1	TH3 Customer provided Test HW
1	RK4 Customer to provide rack enclosure
1	P_860337_CK1 Installation Cable Kit Control Room
3	FNA0988 OnSite Clinical Training, 2 days
3	FNA0989 OnSite Clinical Training, Additional day
1	989801200731 Xper IM Data Analytics Course
82	989801200724 Contracts - Onsite PS Hours
192	989801200725 Contracts - Onsite Training PS hours
210	989801200726 Contracts - Remote PS hours
1	989801200722 Xper IM Advanced System Administrator Course
1	989801200811 Xper IM Key User Learning Program
1	FNA0857 Total number of Facilities
1	NNAE830 Qty 1

Quote Summary

100751 Xper Flex Cardio

Qty	Product
32	FNB0120 Configuration Support-Remote Services
24	FNB0125 Follow-up Training
40	FNB0123 Go-live support

100751 Xper Flex Cardio

System Type: New
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a System 12 Months Warranty. All other part numbers are third (3rd) party items.

Special Notations: Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date.
 Any rigging costs are the responsibility of the Purchaser.

Additional Terms:

Line #	Part #	Description	Qty	Each	Price
1	**P_860335_FC2	Xper Flex Cardio Nurse Station	1	\$13,227.50	\$13,227.50

The Nurse Station is a computer workstation that can be installed within the Cath Lab suite and offers an additional location from which to enter medication and nurses' notes data during procedures and sample pressures and other physiologic data. Nurse Station is also capable of controlling Xper Flex Cardio 2010. The Nurse Station communicates with a central database server for accessing and storing patient case procedure information.

Features:

- Remote workstation for procedure documentation
- Remote control of the Xper Flex Cardio 2010 or 2020
- Remote recording of hemodynamic samples
- Input conscious sedation data
- Point of care inventory management via documentation or manufacturer barcode (optional via Inventory)

Minimum Hardware included:

- XDS Workstation
- 19" LCD Display
- Keyboard
- Mouse
- Patient cable kit
- Barcode reader

System Software included:

- Xper Information Management Hemo Control software for Workstation CPU
- Microsoft Windows 7
- Symantec pcAnywhere
- Microsoft SQL Express Edition

Requires:

- Xper IM Data Center SW R1.5. Note: Existing networks to which a Flex Cardio is to be added will be upgraded to R1.5 at time of room installation
- XDS Wall Mount OR Rolling Stand

2	**P_860335_SC4	Xper Flex Cardio Flex Cardio 2010	1	\$0.00	\$0.00
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- Complete, pre-configured FC2010, geared for quick system repairs
- Device only (does not include installation cables or patient cables)

Monitoring Parameters:

- Four (4) invasive pressure channels
- 12 Lead ECG
- Respirations
- Body Temp
- NIBP
- SPO2
- Integrated Cardiac Outputs

100751 Xper Flex Cardio

Line #	Part #	Description	Qty	Each	Price
3	**P_860335_PL1	Xper Flex Cardio Control Room	1	\$35,843.50	\$35,843.50

Xper Flex Cardio Control Room configuration is a physiomonitoring/hemodynamic system that is optimized for the cath lab environment. The system allows for monitoring the patient's vital signs as well as allows for hemodynamic measurements required during interventional procedures. This Control Room configuration consists of a signal acquisition unit that is installed within the procedure room and a computer workstation in the x-ray control room. This configuration is typically used within the cath lab, hybrid OR and multi-purpose labs where cardiac monitoring is required. User logins allow for networking to a central database server for archival of case procedure information. The system outputs the monitored signals to a boom display within the procedure room, while dual LCDs displays connected to the control room workstation can be used for all of the hemodynamic and information management functionality.

Software Features:

- Physiomonitoring, manual or automated entry of patient information in case details, sampling of waveforms, charting, hemodynamics
- Non-clinical functionality available via Xper Information Management modules loaded on the control room workstation

Xper Information Management modules included:

- Hemodynamic control software
- Charting for case procedure documentation
- Hemodynamic calculations
- Vitals capture
- Scheduler

Optional Features:

- FFR Measurement for Volcano or St. Jude
- End Tidal CO2 (Side Stream and/or Main Stream)
- 16 Lead ECG
- ECG Analysis using Philips DXL Algorithm

Optional Modules:

- Xper IM Documentation Workflow Modules
- Xper IM Registries
- Xper IM Patient Status Viewer

Minimum Hardware included:

- Flex Cardio device (Model FC2010)
- Workstation
- Dual LCD Displays
- Keyboard
- Mouse
- Patient cable kit

Minimum Software included:

- Microsoft Windows 7 or greater
- Current version of Xper IM software for workstation
- PC Anywhere v12.5 or greater
- McAfee Antivirus

Monitoring functionality included:

- NIBP

100751 Xper Flex Cardio

Line #	Part #	Description	Qty	Each	Price
		-Respiration -Temperature -12-lead ECG -SpO2 -Cardiac output (Thermodilution) -Invasive pressures (4 channels)			
		Requires purchase of: -Xper IM Data Center SW -Table Mount -4:3 LCD HQ Display NOTE: - Pressure transducers, or adapter cables, are not included. - Contact: Fogg System Company USA: 1-800-525-0292 http://www.foggssystem.com/			
4	**P_860335_SF1	Side Stream ETCO2	2	\$5,588.00	\$11,176.00
		Incorporates Side Stream End Tidal CO2 monitoring capabilities to Xper Flex Cardio devices via external Philips Sidestream cable (M2741A)			
		- Monitoring accomplished via nasal canula.			
		Include: -One box (10 each) disposable Adult CO2/O2 Nasal Canulas (M2750A) -One box (10 each) disposable Pediatric CO2/O2 Nasal Canulas (M2751A)			
5	**P_860335_SF5	FFR Measurement Volcano	1	\$8,745.00	\$8,745.00
		The FFR Measurement for Volcano option enables a Volcano SmartMap(tm) device to be connected to Xper Flex Cardio physiomonitring system for integrated Fractional Flow Measurements.			
		Features -Compatibility with Volcano SmartMapTM device allowing use of Volcano guide wires for monitoring pressure waveforms -Ability to record a sample of the pressure waveform -Real time, dynamic FFR measurement and capture -Retrospective review of FFR pressure waveform			
		Requires -Model 6500 SmartMap Pressure Instrument (not included) *Customer is responsible for purchasing the SmartMap Model 6500 device and compatible guide wires directly from Volcano Corporation			
6	**DC1	Xper IM Data Center SW with 1 CU License	1	\$10,246.50	\$10,246.50
		Data Center software is required when communication between devices is desired. One concurrent user license is included to facilitate accessing purchased workflow modules.			
		System Software included: - Xper Information Management Data Center software - Xper Information Management Client Software			
		Test Environment system software included: - Xper Information Management Data Center software - Xper Information Management Client Software - Xper IM Connect Software			

100751 Xper Flex Cardio

Line #	Part #	Description	Qty	Each	Price
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NOTE: Test environment for use on hospital provided hardware. This test environment can be used to test configuration changes prior to implementing in live environment.

Requires:

- Data Center Server Hardware, with appropriate Microsoft SQL 2008 processor license
- Client Workstation HW for Concurrent User License usage
- Test Server Hardware, if Test Environment desired

7	**WF4	WF4 Xper IM Doc Wkflow Modules	1	\$9,839.50	\$9,839.50
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Bundle of the following modules:

- Transcription
- Arterial Trees
- Custom Forms
- Inventory
- Data Analysis

8	**P_860334_AD1	Xper IM ADT Interface	1	\$3,278.00	\$3,278.00
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This product allows activation of Unsolicited ADT interface. Activation of additional interfaces requires additional purchase.

ADT - Captures unsolicited ADT demographics information in HL7 format from hospitals' mainframe systems in real-time (compatible with third party systems such as Medi-Tech, and Siemens).

Formats/Protocols Supported:

- HL7 version 2.1, 2.2, 2.3, 2.4, 2.5
- TCP/IP

System Software:

- ADT Interface License

Requirements:

- Xper Connect Core Software
- All Xper Connect functions require a common network connection between Xper Information Management Interface Server and the appropriate third party system or device and Xper Flex Cardio client or hospital provided workstation(s).

9	**CC1	Xper IM Connect Software	1	\$2,733.50	\$2,733.50
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This software is required when interfacing between Xper Information Management and a third party system is desired. The software enables activation of available Xper Information Management Connect Interfaces.

System Software included:

- Xper Connect Software

Requirements:

All Xper Connect functions require a common network connection between Xper Information Management Interface Server and the appropriate third party system or device and Xper Flex Cardio client or hospital provided workstation(s). Used ports must remain open.

- Interface Server Hardware

10	**P_860334_XC4	DMWL Non-Orders Based	1	\$0.00	\$0.00
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100751 Xper Flex Cardio

Line #	Part #	Description	Qty	Each	Price
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This product allows activation of DICOM Modality Worklist (SCP) - Non-Orders Based interface. Activation of additional interfaces requires additional purchase. This interface will generate a DICOM Modality Worklist based off information manually entered into the Xper Case Details Screen.

DICOM Modality Worklist (SCP) - Non-Orders Based - Creates DICOM Modality Worklist that allows imaging devices to automate patient admission functions, improving workflow and reducing errors. This is Non-Orders based and requires ADT or manual admit to Xper Information Management which then manually creates a worklist entry.

Formats/Protocols Supported:
- DICOM

System Software:
- DICOM Modality Worklist (SCP) Non-Orders Based Interface License

Requirements:
- Xper Connect Core Software
- Xper ADT Interface (for auto admit)
- All Xper Connect functions require a common network connection between Xper Information Management Interface Server and the appropriate third party system or device and Xper Flex Cardio client or hospital provided workstation(s).

11	**P_860334_XC1	MPPS Interface Philips Cath Lab Module	1	\$0.00	\$0.00
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Purchase of this product allows activation of Xper Information Management Connect – DICOM Modality Performed Procedure Step (MPPS). Activation of additional interfaces requires additional purchase.

DICOM Modality Performed Procedure Step (MPPS) is used to obtain relevant study information and x-ray parameters, such as acquisition information, patient details and image information from Philips x-ray system upon completion of the examination.

Formats/Protocols Supported:
- DICOM

System Software:
- DICOM Modality Performed Procedure Step (MPPS) Interface License

Requirements:
- Xper Connect Core Software
- All Xper Information Management Connect functions require a common network connection between Xper Information Management Interface Server and the appropriate third party system or device and Xper Flex Cardio client or hospital provided workstation(s).
- Xper Connect Worklist or Xper IM must admit from a common worklist to match SUID's.
- Xper Information Management Version 1.1 or higher

12	**P_860334_CN7	Xper IM Labs Interface	1	\$3,278.00	\$3,278.00
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Purchase of this product allows activation of Xper Information Management Connect Labs interface. Activation of additional interfaces requires additional purchase.

LABS – Allows for the acquisition of initial LABS information via HL7 format from hospitals' mainframe systems at the time of patient admission in Xper Information Management.

100751 Xper Flex Cardio

Line #	Part #	Description	Qty	Each	Price
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NOTE: Xper Information Management does not monitor or notify in the event of lab value changes. Lab values can be manually edited and corrected within the system.

Formats/Protocols Supported:

- HL7 version 2.1, 2.2, 2.3, 2.4, 2.5
- TCP/IP, FTP, File Post

System Software:

- Current Connect License – Labs for Xper Information Management Interface Broker

Requirements:

- Customer must purchase Xper Information Management Interface Broker.
- Customer must purchase Xper IM Connect - ADT or Orders Interface for Demographics.
- All Xper Information Management Connect functions require a common network connection between Xper Information Management Interface Broker and the appropriate third party system or device and Xper Information Management client workstation(s).

NOTE: This should not be used in conjunction with Xper IM Connect Query ADT interface

13	**P_860334_CN9	Xper IM End of Case Report Interface	1	\$3,278.00	\$3,278.00
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This product allows activation of End of Case Report interface. Activation of additional interfaces requires additional purchase.

End of Case Report Interface – Sends a HL7 Reference Pointer Message to hospitals' EMR or HIS systems, alerting the system where it can locate a PDF version of the end of case report. The end of case report will contain but is not limited to demographics, hemodynamic data, waveforms, conscious sedation data, and procedure log.

Formats/Protocols Supported:

- HL7 version 2.1, 2.2, 2.3, 2.4, 2.5
- TCP/IP, File Post

System Software:

- End of Case Report Interface License

Requirements:

- Xper Connect Core Software
- All Xper Connect functions require a common network connection between Xper Information Management Interface Server and the appropriate third party system or device and Xper Flex Cardio client or hospital provided workstation(s).

14	**P_860334_CN4	Xper IM Clinical Discrete Data Interface	1	\$3,278.00	\$3,278.00
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This product allows activation of Discrete Clinical Data interface. Activation of additional interfaces requires additional purchase.

Discrete Clinical Data - Sends Xper Information Management Clinical Discrete Data to third party databases using HL7 format via TCP/IP or File Post

Formats/Protocols Supported:

- HL7 version 2.1, 2.2, 2.3, 2.4, 2.5
- TCP/IP, File Post

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Line #	Part #	Description	Qty	Each	Price
		System Software: - Discrete Clinical Data Interface License			
		Requirements: - Xper Connect Core Software - All Xper Connect functions require a common network connection between Xper Information Management Interface Server and the appropriate third party system or device and Xper Flex Cardio client or hospital provided workstation(s).			
15	**P_860337_DS1	4:3 LCD HQ Display (19 inch) 19" Medical Grade LCD Color Display (1280 x 1024 resolution) for mounting on suspension boom in procedure room, or for use with client workstations	1	\$698.50	\$698.50
		- Includes VGA Cable (To be pulled / installed by customer). Cable not included with Boom monitor if purchased with a hemodynamic system, as the cable is included with that product.			
16	**P_860337_DM 1	GCX Rolling Stand For mounting of VESA Compatible Flat Panel displays.	1	\$1,056.00	\$1,056.00
		Includes: - Rolling stand - Keyboard / Mouse support arm - CPU mounting bracket - Flat Panel display mounting base - Storage basket - Support arm for Flex Cardio device			
		Notes: *This roll stand does not support mounting of dual displays. *Customer purchasing Xper Flex Cardio Bedside Solution will also need to purchase the Xper GCX Articulating Arm for mounting of the FC2020 device.			
17	**P_860337_AC8	UPS - Medical Grade Medical grade UPS for use with Xper Information Management Flex Cardio servers	1	\$126.50	\$126.50
18	**P_860337_WS 5	Customer Provided Workstation HW <i>Customer to provide hardware that meets or exceeds the current recommended specifications.</i>	1		
19	**AS3	Customer prov. Data Center and/or Broker Server HW <i>Customer to provide hardware that meets or exceeds the current recommended specifications</i>	1		
20	**P_860337_DM 6	Xper Flex Cardio Table Mount This Xper Flex Cardio Table Mount is a customized mounting system and is required to mount FC2010 to x-ray table. The mount includes cable management to minimize clutter of cables connected to the FC2010 device.	1	\$291.50	\$291.50
		*This wall mount is optimized for the Philips Allura X-ray table, but could be used for x-ray tables from other manufacturers.			
21	**TH3	Customer provided Test HW <i>Customer to provide hardware that meets or exceeds the current recommended specifications</i>	1		

100751 Xper Flex Cardio

Line #	Part #	Description	Qty	Each	Price
22	**RK4	Customer to provide rack enclosure	1		
23	**P_860337_CK1	Installation Cable Kit Control Room Provides all installation cables required for normal installation, Flex Cardio Control Room.	1	\$726.00	\$726.00
24	**FNA0988	OnSite Clinical Training, 2 days Provides one Clinical Applications Specialist on-site for two days (minimum 8 hours/day) Training is valid for one year from the purchase date. Any unused training will expire after this time.	3		
25	**FNA0989	OnSite Clinical Training, Additional day Provides one Clinical Applications Specialist on-site for one additional day (minimum 8 hours/day). Training is valid for one year from the purchase date. Any unused training will expire after this time.	3		
26	**989801200731	Xper IM Data Analytics Course Overview	1	\$192.50	\$192.50

The eLearning module within the Xper Information Management Data Analytics eLearning Program will harmoniously compliment the Philips Applications Consultant clinical build and support activities. The interactive, eLearning modules will focus on key functions and transactions in the system providing the learner with the foundational knowledge necessary to successfully use the Query module within the Xper Information Management application. This course is designed for clinical key operators who will be tasked with gathering patient statistical data from the Xper Information Management Application.

The eLearning modules will include knowledge checks and a final assessment to ensure that the participant understands the concepts and how to implement them. Finally, participants will be able to revisit these modules as part of ongoing performance support.

Features

Individuals who participate in this course will be able to:

- Display the Query Wizard.
- Describe the contents of the Xper Information Management System Query Wizard dialog.
- Create a date-range query.
- Describe the contents of, and demonstrate how to use the Custom Parameter dialog to create custom query parameters
- Display the Query Wizard Module.
- Demonstrate how to use the Custom Report Builder.
- Demonstrate how to use the Batch Scheduler to automate reports.

Recommended Attendees

100751 Xper Flex Cardio

Line #	Part #	Description	Qty	Each	Price
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- Xper Information Management Clinical Key Operator (RN's, RCIS's, RT's, or CVT's) – This is not an IT course.
- The prospective student should have knowledge of clinical procedures and facility workflow, basic PC knowledge of Windows OS (copy, paste, find files, keyboard and mouse usage).
- Student should have the ability and authority to determine what statistical reports are needed for your facility.

Engagement Deliverables

- The eLearning course can be access via the Philips Learning Center.

Engagement Completion Criteria

- Successful completion of all eLearning modules within the Xper Information Management Data Analytics eLearning Program.

Customer Work Contributions

- The student will have successfully completed all eLearning modules within the Xper Information Management Data Analytics eLearning Program.
- Customers must commit to completing the eLearning prior to the Applications Consultant clinical build and support activities.

Estimating Assumptions on Work

- The eLearning course is located on the Philips Learning Center.

Limitations on Work

- This eLearning course is not required prior to Go-Live of the application.
- The Query (Data Analysis) module must be activated within the Xper Information Management Application (purchasable option).

27	**989801200724	Contracts - Onsite PS Hours	82	\$143.00	\$11,726.00
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Philips Healthcare applies disciplined project management methodology to delivery of each engagement. Our methodology closely parallels the Project Management Institute's (PMI) worldwide -recognized framework of Initiating, Planning, Executing, Controlling and Closing. The Philips team, led by an experienced project manager, will work with you throughout the duration of the project to deliver the products and services described in this quotation. Team members typically include the following:

- Implementation Specialists - responsible for technical work such as installation and configuration of the system hardware and software
- Application Consultants – responsible working within the clinical environment providing expertise in workflow, application configuration and training
- Integration Engineer – responsible for development and testing of HIS and clinical interfaces

100751 Xper Flex Cardio

Line #	Part #	Description	Qty	Each	Price
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The work effort to implement your solution is based upon the specific configuration that has been defined in the quotation. The Statement of Work (SOW) or Project Scope Document (PSD) describes how the solution will be implemented within your environment.

For Government accounts, signed meeting minutes of the work effort involved can also be used as a substitute for the signed SOW.

28	**989801200725	Contracts - Onsite Training PS hours	192	\$143.00	\$27,456.00
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Provides onsite training to be delivered by a Philips Healthcare Application Consultant. Training is valid for one year from the date of purchase. Any unused training will expire after this time. Refer to the Statement of Work (SOW) or Project Scope Document (PSD) for additional detail.

For Government accounts, signed meeting minutes of the work effort involved can also be used as a substitute for the signed SOW.

29	**989801200726	Contracts - Remote PS hours	210	\$104.50	\$21,945.00
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Philips Healthcare applies disciplined project management methodology to delivery of each engagement. Our methodology closely parallels the Project Management Institute's (PMI) worldwide -recognized framework of Initiating, Planning, Executing, Controlling and Closing. The Philips team, led by an experienced project manager, will work with you throughout the duration of the project to deliver the products and services described in this quotation. Team members typically include the following:

- Implementation Specialists - responsible for technical work such as installation and configuration of the system hardware and software
- Application Consultants – responsible working within the clinical environment providing expertise in workflow, application configuration and training
- Integration Engineer – responsible for development and testing of HIS and clinical interfaces

The work effort to implement your solution is based upon the specific configuration that has been defined in the quotation. The Statement of Work (SOW) or Project Scope Document (PSD) describes how the solution will be implemented within your environment.

For Government accounts, signed meeting minutes of the work effort involved can also be used as a substitute for the signed SOW.

30	**989801200722	Xper IM Advanced System Administrator Course	1	\$3,756.50	\$3,756.50
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Overview

This comprehensive three (3) days training program is designed to prepare the System Administrator in advanced system management and maintenance of Xper Information Management.

The training course will be held at a designated Philips learning facility. The price includes air travel, ground transportation, hotel accommodations, lunch, and a \$40 daily allowance for breakfast and/or dinner at the hotel.

Features

100751 Xper Flex Cardio

Line #	Part #	Description	Qty	Each	Price
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Describe and demonstrate how to:

- System Layout: Xper components and troubleshooting
- Configuring Xper IM software and monitoring environment
- Xper Database: structure, troubleshooting, backup and restore
- Xper Connect: data flow, structure, and troubleshooting
- Lab Reporting: developing custom queries and generating custom reports
- Clinical Reporting: using the transcription builder to design new templates and associate them with different procedure types
- User Manager: creating new users, setting user types, and understanding and creating new user roles
- Portal Designer: creating new user role-portals (home pages) based on user role, modifying portal designs for a single user

Recommended Attendees

- IT staff member who will be responsible for performing system administrator duties
- Staff member who is able to navigate Microsoft Windows and has system administrator rights

Engagement Deliverables

Three and a half days advanced System Administration Training course.

Engagement Completion Criteria

Attendance of one person at Advanced System Administration Training

Customer Work Contributions

Select appropriately skilled resource to attend this training with the responsibility of performing system administration duties.

Limitations on Work

- Training is good for one (1) year from the purchase date. Any unused training will expire after this time.
- Training classes are scheduled in advance and registration is on a first come, first serve basis.
- Notify Philips a minimum of two (2) weeks in advance of any changes to registration.

31	**989801200811	Xper IM Key User Learning Program	1	\$2,750.00	\$2,750.00
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100751 Xper Flex Cardio

Line #	Part #	Description	Qty	Each	Price
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Overview:

The Xper IM Key Operator Learning Program is a comprehensive Learning Program as part of the larger project lifecycle which harmoniously compliments the Philips Application Consultants activities. This Learning Program provides the learner with the knowledge and skills required for a successful Xper Information Management (IM) implementation by the Clinical Key Operator. This training is designed for new Xper IM Clinical Key Operators (RN's, RCIS's, RT's, or CVT's) who are unfamiliar with the Xper Information Management application, the Flex Cardio Hemodynamic system, and implementation process.

The Learning Program includes a combination of eLearning Modules and Instructor-lead Training (ILT).

- The pre and post interactive, eLearning modules will focus on key functions and transactions in the system. These modules will provide a combination of foundational knowledge and interactive system simulations. Each module will include knowledge checks and a final assessment to ensure that the participant understands the concepts and how to implement them. Finally, participants will be able to revisit these modules as part of ongoing performance support.

- The ILT Class will focus on providing the learner with a simulated "Day-in-the-Life" experience with Xper IM. The class is taught using a combination of demonstrations and hands on experience. This intensive face-to-face portion of the course will take place at a designated Philips learning facility.

Upon completion of the Xper IM Key Operator Learning Program, Clinical Key Operators should be able to implement the skills learned to customize their databases for their facilities' workflows, be able to utilize the Flex Cardio monitoring system, and train additional staff to use the application to perform a variety of procedures.

The price of this training also includes air travel, ground transportation, hotel accommodations, lunch, and a \$40 daily allowance for breakfast and/or dinner at the hotel.

Features:

Individuals who complete the pre-requisite eLearning modules, attend the Instructor-led portion of the learning program, and complete the post-requisite modules will be able to:

- Describe the function of each of the components comprising the Xper IM network
- Identify how to meet the demands of the hospital's rigid user security requirements by utilizing the security features of the Xper IM Hemodynamic System
- Properly utilize the system to monitor any procedure type by utilizing the Flex Cardio

Monitoring System

- Customize the system's default menus to ensure proper patient documentation
- Customize the default system tables to meet the needs of the facility
- Customize and maintain inventory through the Xper IM application.
- Perform the diverse types of cases from beginning to end and incorporate all aspects of the case into an electronic medical record.

- Document data for submission to the ACC4 CathPCI NCDR

Recommended Attendees:

- Xper Information Management Clinical Key Operators (RN's, RCIS's, RT's, or CVT's) - This course is Not intended for IT staff.
- The prospective student should have knowledge of clinical procedures and facility workflow, basic PC knowledge of Windows OS (copy, paste, find files, keyboard and mouse usage).
- Students should have the authority to make decisions regarding database changes for their facilities.

Engagement Deliverables:

- Successful completion of Xper IM Key Operator pre-requisite eLearning modules is required prior to attending this Instructor-led course.
- Completion of the Instructor-led portion of the learning program, covering the features listed above with the addition of a final exam.
- Successful completion of Xper IM Key Operator post-requisite eLearning module is required prior to Clinical Acceptance and Sign Off

Engagement Completion Criteria:

- Attendance of one person at Xper IM Key Operator Instructor-led Training Course
- The trainee has completed the pre-requisite eLearning modules, attended the Instructor-led

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Line #	Part #	Description	Qty	Each	Price
		<p>portion of the training, passed the final exam, and completed the post-requisite eLearning modules.</p> <p>Customer Work Contributions:</p> <ul style="list-style-type: none"> • Successful completion of the Xper IM Key Operator pre-requisite eLearning modules is required prior to registration for this course. • Attendance, completion of all Learning Program components (Pre-requisites, Post-requisites & Instructor-led course with Final Assessment) <p>Estimating Assumptions on Work:</p> <ul style="list-style-type: none"> • Customer personnel and resources, defined in the project plan are made available at the times defined by the project plan. • Training is held at a designated Philips Training Center location. <p>Limitations on Work:</p> <ul style="list-style-type: none"> • Training is good for one (1) year from the purchase date. Any unused training will be forfeited. • Training classes are scheduled in advance and registration is on a first come, first serve basis. • Notify Philips (hi.education@philips.com) or your Application Consultant a minimum of two (2) weeks in advance of any changes to registration. • If travel has already been booked, changes or exchange to the registration with another customer are not permitted 			
32	**FNA0857	Total number of Facilities	1		
33	**NNAE830	Qty 1	1		
34	**FNB0120	Configuration Support-Remote Services	32		
		<i>Provides remote configuration support to be delivered by a Philips Healthcare Application Consultant. Services are valid for one year from the date of purchase. Any unused services will expire after this time. Refer to the Statement of Work (SoW) or Project Scope Document (PSD) for additional detail.</i>			
35	**FNB0125	Follow-up Training	24		
		<i>Provides onsite training to be delivered by a Philips Healthcare Technical Implementation Consultant. Training is valid for one year from the date of purchase. Any unused training will expire after this time. Refer to the Statement of Work (SoW) or Project Scope Document (PSD) for additional detail.</i>			
36	**FNB0123	Go-live support	40		
		<i>Provides onsite go-live support to be delivered by a Philips Healthcare Application Consultant. Services are valid for one year from the date of purchase. Any unused services will expire after this time. Refer to the Statement of Work (SoW) or Project Scope Document (PSD) for additional detail.</i>			

*****PROMOTIONS*****

Promotion Name	Description
Xper Flex Cardio Summer Blast	This promotion will provide (1) P_860335_SC4 Xper Flex Cardio 2010 (Spare Front -End) per PO of Xper Flex Cardio at NO CHARGE. Upgrade or New Order PURCHASE ORDERS must be received and processed at Philips Healthcare by June 30, 2017 to take advantage of this special promotion.

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LIST PRICE	\$343,360.00
DISCOUNT	\$167,712.00
	\$0.00
NET PRICE	\$175,648.00

Buying Group: MEDASSETS SUPPLY CHAIN SYSTEMS INC. Contract #: MS03282 HEMO

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.

Non Disclosure Agreement for Philips Confidential Pricing Information

The parties specified below agree to the following terms:

A. Philips

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

B. Company

Name	ONSLow MEMORIAL HOSPITAL
Address	317 WESTERN BLVD JACKSONVILLE, NC 28546-6379

C. Confidential Information

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

D. Philips Contact

Name	Mark Berkley
Title	
Telephone	(717) 226-0934
Fax	(888) 231-1165
e-mail	
Signature	

Company Contact

Name	
Title	
Telephone	
Fax	
e-mail	
Signature	

1. The following terms and conditions (the "Agreement") apply to Pricing disclosed by Philips and its Affiliates ("Philips") to Company and its Affiliates ("Company"), in connection with the Authorized Purpose.
 - (a) Subject to Philips' prior written consent, Company may disclose, or request that Philips disclose, Pricing to Company's Affiliates that need to know the Pricing for carrying out the Authorized Purpose, provided they are advised of and agree to be bound by this Agreement. Company is responsible for any breach of this Agreement by its Affiliates.
 - (b) An Affiliate is any corporation, company, or other entity, that: (i) is under the Control of a party hereto; or (ii) has Control of a party hereto; or (iii) is under common Control with a party hereto. For this purpose "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such are owned or controlled, directly or indirectly, by the controlling entity.
2. Philips may disclose Pricing to Company with respect to the Authorized Purpose in writing, orally, or otherwise. All information is assumed to be Pricing, and confidential, if the confidential or proprietary nature is reasonable under the circumstances.
3. All Pricing disclosed by Philips shall remain Philips' the property. Company does not, by implication, estoppel, or otherwise, acquire any intellectual property right, title, or ownership, nor a license to any such intellectual property right, with respect to any Pricing disclosed by Philips hereunder.
 ALL PRICING IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY WHATSOEVER. PHILIPS SHALL HAVE NO LIABILITY WHATSOEVER RESULTING FROM THE USE OF THE INFORMATION PROVIDED.
4. Company shall:
 - (a) not use the Pricing for any purpose other than the Authorized Purpose;
 - (b) not disclose the Pricing to any third party;
 - (c) protect the Pricing against disclosure in the same manner and with the same degree of care with which Company protects its own confidential information but not less than a reasonable degree of care; and
 - (d) limit circulation of the Pricing to Company's employees as have a need to know in connection with the Authorized Purpose.
 These obligations shall survive the termination of this Agreement. Philips may terminate this Agreement at any time by means of a written notice to Company. Company shall return to Philips, or certify destruction of, all Pricing, immediately upon termination or expiration of this Agreement.
5. Information disclosed by Philips to Company pursuant to this Agreement shall not be confidential to the extent that the information:
 - (a) is or becomes part of the public domain without violation of this Agreement or any other obligation of confidentiality;
 - (b) is known by Company prior to disclosure by Philips;
 - (c) is lawfully obtained by Company from a third party without any breach of confidentiality or violation of law; or
 - (d) is developed by Company completely independently of any such disclosure by Philips.
6. If Company is required, pursuant to administrative or judicial action or subpoena, to disclose the Pricing, Company shall use its best efforts to maintain the confidentiality of the Pricing, e.g. by asserting in such action any applicable privileges. Immediately after gaining knowledge or receiving notice of such action or subpoena, Company shall notify Philips and give Philips the opportunity to seek any other legal remedies so as to maintain such Pricing in confidence, including a reasonable protective order.
7. Company may not transfer or assign any or all of its rights and/or obligations or delegate the performance of any or all of its obligations under this Agreement, directly or indirectly, through acquisition, merger or otherwise, without the prior written consent of Philips. Any transfer, assignment or delegation in contravention of the foregoing shall be void.
8. Company shall not disclose, export or release the Pricing in contravention of any applicable laws or regulations.
9. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions.
10. This Agreement contains the entire understanding of the parties and supersedes any previous understandings or agreements with respect to the subject matter hereof. This Agreement may be amended only in writing signed by authorized representatives of each party.

Pricing NDA ver1 – 8/9/07

2017-17060-137



QUOTE CONFIRMATION

DEAR ERIC KING,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HVVC867	4/11/2017	HP SERVERS	1123736	\$40,722.08

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE ProLiant DL380 Gen9 - Xeon E5-2667V4 3.2 GHz - 32 GB - 0 GB Mfg. Part#: 850520-S01 UNSPSC: 43211501 Contract: MedAssets Tier 3 All Other Products (MS02613)	4	4092956	\$4,337.96	\$17,351.84
Microsoft SQL Server Standard Edition - license - 1 server Mfg. Part#: AAA-03701-CCF UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: MedAssets Tier 3 Software (MS02613)	4	3446176	\$746.38	\$2,985.52
HPE DVD±RW (±R DL) / DVD-RAM drive - Serial ATA - internal Mfg. Part#: 726537-B21 UNSPSC: 43201811 Contract: MedAssets Tier 3 All Other Products (MS02613)	4	3465439	\$98.54	\$394.16
HPE Foundation Care 24x7 Service with Defective Media Retention - extended Mfg. Part#: U7AE6E UNSPSC: 81111812 Electronic distribution - NO MEDIA Contract: MedAssets Tier 3 All Other Products (MS02613)	4	3514531	\$1,929.36	\$7,717.44
Microsoft Windows Server Standard Edition - license Mfg. Part#: AAA-28634-CCF UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: MedAssets Tier 3 Software (MS02613)	32	4324250	\$91.79	\$2,937.28
Microsoft Windows Server - license Mfg. Part#: AAA-03785-CCE UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: MedAssets Tier 3 Software (MS02613)	1	3446186	\$24.25	\$24.25
Microsoft SQL Server - license - 1 device CAL Mfg. Part#: AAA-03339-CCE UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: MedAssets Tier 3 Software (MS02613)	1	3446136	\$173.61	\$173.61
HPE Enterprise 300 GB HDD	16	3459720	\$404.62	\$6,473.92

QUOTE DETAILS (CONT.)

Mfg. Part#: 759208-B21
UNSPSC: 43201803
Contract: MedAssets Tier 3 All Other Products (MS02613)

PURCHASER BILLING INFO

Billing Address:
ONSLow MEMORIAL HOSPITAL
ACCOUNTS PAYABLE
PO BOX 1358
JACKSONVILLE, NC 28541-1358
Phone: (910) 577-2541
Payment Terms: Net 30 Days-Healthcare

SUBTOTAL	\$38,058.02
SHIPPING	\$0.00
SALES TAX	\$2,664.06
GRAND TOTAL	\$40,722.08

DELIVER TO

Shipping Address:
ONSLow MEMORIAL HOSPITAL
ERIC KING
414 WHITE ST UNIT 1
JACKSONVILLE, NC 28546
Shipping Method: FedEx Ground - Cust Acct

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Brian Campagni

(877) 292-8506

bcamp@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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QUOTE CONFIRMATION

2017-17000-137



DEAR ERIC KING,

Thank you for considering CDW®G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HVTZ988	4/11/2017	HP WORKSTATION	1123736	\$1,863.92

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP Workstation Z240 - Core i7 6700 3.4 GHz - 8 GB - 512 GB Mfg. Part#: L9K68UT#ABA UNSPSC: 43211515 Contract: MedAssets Tier 3 Desktops Laptops and Mobile (MS02613)	1	3958005	\$1,357.96	\$1,357.96
HP - DDR4 - 8 GB - DIMM 288-pin Mfg. Part#: T0E51AT UNSPSC: 43201402 Contract: MedAssets Tier 3 All Other Products (MS02613)	1	3985185	\$99.74	\$99.74
HP BDXL writer - internal Mfg. Part#: K3R65AA UNSPSC: 43201822 Contract: MedAssets Tier 3 All Other Products (MS02613)	1	3623141	\$284.28	\$284.28

PURCHASER BILLING INFO		SUBTOTAL	\$1,741.98
Billing Address: ONSLOW MEMORIAL HOSPITAL ACCOUNTS PAYABLE PO BOX 1358 JACKSONVILLE, NC 28541-1358 Phone: (910) 577-2541 Payment Terms: Net 30 Days-Healthcare		SHIPPING	\$0.00
		SALES TAX	\$121.94
		GRAND TOTAL	\$1,863.92
		DELIVER TO	
Shipping Address: ONSLOW MEMORIAL HOSPITAL ERIC KING 414 WHITE ST UNIT 1 JACKSONVILLE, NC 28546 Shipping Method: FedEx Ground - Cust Acct			

Need Assistance? CDW®G SALES CONTACT INFORMATION



Brian Campagni

(877) 292-8506

bcamp@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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EXHIBIT "H"
PROPOSED CAPITAL COSTS

Project Name: Onslow Memorial Hospital Replacement Equipment

A. SITE COSTS

(1)	Full purchase price of land Acres _____ Price per Acre	\$ _____
(2)	Closing costs	\$ _____
(3)	Site Inspection and Survey	\$ _____
(4)	Legal fees and subsoil investigation	\$ _____
(5)	Site Preparation Costs	\$ _____
	Soil Borings	\$ _____
	Clearing-Earthwork	\$ _____
	Fine Grade for Slab	\$ _____
	Roads-Paving	\$ _____
	Concrete Sidewalks	\$ _____
	Water and Sewer	\$ _____
	Footing Excavation	\$ _____
	Footing Backfill	\$ _____
	Termite Treatment	\$ _____
	Other (Specify)	\$ _____
	Sub-Total Site Preparation Costs	\$ _____
(6)	Other (Specify)	\$ _____
(7)	Sub-Total Site Costs	\$ <u>n/a</u>

B. CONSTRUCTION CONTRACT

(8)	Cost of Materials	\$ _____
	General Requirements	\$ _____
	Concrete/Masonry	\$ _____
	Woods/Doors & Windows/Finishes	\$ _____
	Thermal & Moisture Protection	\$ _____
	Equipment/Specialty Items	\$ _____
	Mechanical/Electrical	\$ _____
	Other (Specify)	\$ _____
	Sub-Total Cost of Materials	\$ _____
(9)	Cost of Labor	\$ _____
(10)	Other (Specify)	\$ _____
(11)	Sub-Total Construction Contract	\$ <u>383,909.00</u>

C. MISCELLANEOUS PROJECT COSTS

(12)	Building Purchase	\$ _____
(13)	Fixed Equipment Purchase/Lease	\$ <u>973,730.90</u> ¹
(14)	Movable Equipment Purchase/Lease	\$ <u>18,378.00</u> ²
(15)	Furniture	\$ _____
(16)	Landscaping	\$ _____
(17)	Consultant Fees	\$ _____
	Architect and Engineering Fees	\$ <u>97,107.80</u>
	Legal Fees	\$ _____
	Market Analysis	\$ _____
	Other (Specify) medical physics	\$ _____
	Sub-Total Consultant Fees	\$ _____
(18)	Financing Costs (e.g. Bond, Loan, etc.)	\$ _____
(19)	Interest During Construction	\$ _____
(20)	Other (Specify) _____	\$ _____
(21)	Sub-Total Miscellaneous	\$ <u>1,089,216.70</u>

D. TOTAL CAPITAL COST OF PROJECT (SUM A-C ABOVE) \$ 1,473,125.70

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

Penny Berlingare Deal
(Proponent - Signature of Officer)

President & CEO
(Title of Officer)

¹ This is the sum of \$758,282.90 (Allura Replacement) + \$175,648 (Hemo Replacement) + \$39,800 (Hemo Servers).

² This is the estimated rental for the Temporary Equipment for 6 months, plus shipping and installation. This is not a capital expenditure and is being included to provide comprehensive costs.